



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL DRAINAGE**  
**DISTRICT**  
**April 21, 2010**  
**5:00 P.M.**  
**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California  
**Special Meeting**

**5:00 P.M.     ROLL CALL             Lewis, Dobbie, Marsala, McKeithen, Carlson**

**5:02 P.M.     PUBLIC COMMENTS**

**5:15 P.M.     CLOSED SESSION**

**B.     CONFERENCE WITH LEGAL COUNSEL – EXISTING  
LITIGATION (Subsection (a) of Government Code Section 54956):**

*John P. Johns v. the Town of Atherton, San Mateo County Superior Court  
Case No. CIV 479972*

**C.     CONFERENCE WITH LEGAL COUNSEL – PENDING  
LITIGATION (Subsection (b) of Government Code Section 54956.9):  
One (1) potential case:**

*Jonathan B. Buckheit v. Tony Dennis, Dean DeVlugt, The Town of  
Atherton, The County of San Mateo, and Does 1-500, inclusive - U.S.  
District Court for the Northern District of California, San Francisco  
Division, Case No. CV 09-5000*

**D.     CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED  
LITIGATION (Subsection (B) of Government Code Section 54956.9):  
One potential case:**

*California Tort Claim by Silvester M. Rabic, as Domestic Trustee on  
Behalf of the J.B.B Trust*

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**5:55 P.M.     ADJOURN**

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



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**APRIL 21, 2010**  
**7:00 p.m.**  
**TOWN COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California  
**REGULAR MEETING**

**PLEASE NOTE:**

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

- 7:00 P.M.    1.    **PLEDGE OF ALLEGIANCE**
- 7:02 P.M.    2.    **ROLL CALL**      Lewis, Dobbie, Marsala, McKeithen, J. Carlson
- 7:03 P.M.    3    **PRESENTATIONS**
- 7:05 P.M.    4.    **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*
- 7:40 P.M.    5.    **REPORT OUT OF CLOSED SESSION**
- 7:45 P.M.    6.    **CITY MANAGER'S REPORT**
- 7:55 P.M.    7.    **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Directed  
by Resolution No. 99-6)      None
- 7:55 P.M.    **CONSENT CALENDAR** (Items 8-19)
- (Consent Calendar items are routine in nature and are generally considered in one motion and adopted by a single vote of the City Council. If discussion regarding a Consent Calendar item is desired, the member(s) of the City Council, public, and/or staff wishing to pull the item should so indicate at the time the Mayor calls for consideration of the Consent Calendar.)*
8.    **APPROVAL OF MARCH 17, 2010 REGULAR MEETING, MARCH 26 AND APRIL 7 SPECIAL MEETING MINUTES**  
**Recommendation:** Approve March 17, 2010 regular, March 26 and April 7 special meeting minutes

- 9. APPROVAL OF BILLS AND CLAIMS FOR MARCH 2010 IN THE AMOUNT OF \$1,104,156**  
**Recommendation:** Approve Bills and Claims in the amount of \$1,104,156
- 10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE MONTH ENDED MARCH 31, 2010**  
**Recommendation:** Accept Monthly Financial Report
- 11. RETURN UNTIMELY CLAIM OF KIMBERLY R. SWEIDY & RAYMOND P. STATA RECEIVED ON MARCH 3, 2010**  
**Report:** Assistant City Manager Eileen Wilkerson  
**Recommendation:** Instruct Staff to return the claim of Kimberly R. Sweidy & Raymond P. Stata without action as it is untimely
- 12. PROCLAMATION DECLARING WEST NILE VIRUS AND MOSQUITO AND VECTOR CONTROL AWARENESS WEEK**  
**Recommendation:** Approve Proclamation Declaring West Nile Virus and Mosquito and vector Control Awareness Week
- 13. APPROVE A LETTER TO THE CALIFORNIA HIGH SPEED RAIL AUTHORITY PROVIDING COMMENTS ON BAY AREA TO CENTRAL VALLEY HIGH-SPEED TRAIN REVISED DRAFT PROGRAM ENVIRONMENTAL IMPACT REPORT MATERIAL**  
**Report:** Public Works Director Duncan Jones  
**Recommendation:** Approve a letter to the California High Speed Rail Authority (CHSRA) providing comments on Bay Area to Central Valley High-Speed Train Revised Draft Program Environmental Impact Report (EIR) Material.
- 14. APPROVE A CONSULTANT SERVICES AGREEMENT WITH WILSEY-HAM FOR CONSTRUCTION SERVICES FOR THE FLETCHER-RIDGEVIEW PROJECT, IN AN AMOUNT NOT TO EXCEED \$17,948 PLUS A TEN PERCENT CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$19,742.80**  
**Report:** Public Works Director Duncan Jones  
**Recommendation:** Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Wilsey Ham to provide Construction Services for the Fletcher Ridgeview Project in an amount not exceed \$17,948, plus a 10% contingency, for a total authorization of \$19,742.80
- 15. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$3,131.31 FOR THE PROJECT NUMBER 08-026**  
**Report:** Public Works Director Duncan Jones  
**Recommendation:** Accept work and authorize recording of a notice of completion and approving contract change orders in the amount of \$3,131.31

for the Holbrook Palmer Park Water Tower Lawn (Phase 1) Project Number 08-026

**16. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$6,951.52 AND INCREASED QUANTITY COSTS IN THE AMOUNT OF \$11,230 FOR THE POLHEMUS AVENUE STORM DRAIN IMPROVEMENT PROJECT NUMBER 08-011**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Accept work and authorize recording of a notice of completion and approving contract change orders in the amount of \$6,951.52 and increased quantity cost in the amount of \$11,230 for the Polhemus Avenue Storm Drain Improvement Project Number 08-011

**17. AWARD OF CONTRACT TO METHOD CONSTRUCTION FOR THE GARDEN ROOM RENOVATION PROJECT NUMBER 09-025 IN AN AMOUNT NOT TO EXCEED \$65,000 PLUS A TEN PERCENT CONSTRUCTION CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$71,500**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Award the contract for Garden Room Renovation Project, project number 09-025 to Method Construction, the low bidder on the April 15, 2010 bids, for \$65,000, with a 10% construction contingency of \$6,500, for a total authorization of \$71,500; and to authorize the City Manager to sign the contract on behalf of the Town

**18. APPROVE RESOLUTION 10-22 OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ELIMINATING THE BLUE RIBBON TASK FORCE**

**Report:** City Manager Jerry Gruber

**Recommendation:** Adopt Resolution 10-22 Disbanding and Eliminating the Blue Ribbon Task Force from the Town Committee Roster

**19. 2009 ANNUAL REPORT TO THE CITY COUNCIL ON THE ATHERTON GENERAL PLAN IMPLEMENTATION**

**Report:** Planner Neal Martin

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

**8:15 P.M. REGULAR AGENDA (Items 20-30)**

20. **AWARD OF CONTRACT TO GALLAGHER & BURK FOR THE FLETCHER/RIDGEVIEW DRAINAGE AND STREET PROJECT NUMBER 08-010 IN AN AMOUNT NOT TO EXCEED \$922,055.00 PLUS A TEN PERCENT CONSTRUCTION CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$1,014,260.50**  
**Report:** Public Works Director Duncan Jones  
**Recommendation:** Award the contract for Fletcher/Ridgeview Drainage and Street Project, project number 08-010 to Gallagher & Burk, the low bidder on the April 8, 2010 bids, for \$922,055.00, with a 10% construction contingency of \$92,205.50, for a total authorization of \$1,014,260.50; and to authorize the City Manager to sign the contract on behalf of the Town
- 8:25 P.M. 21. **REVIEW AND DISCUSS THE CARGILL/DMB DEVELOPMENT PLAN IN REDWOOD CITY**  
**Recommendation:** To Be Determined  
*(Continued from March 17, 2010)*
- 8:40 P.M. 22. **APPROVE RESOLUTION 10-20 RESCINDING RESOLUTION 09-26 AND APPROVING A MODIFICATION TO THE ESTABLISHMENT OF THE GENERAL FUND RESERVE POLICY**  
**Report:** Finance Director Louise Ho  
**Recommendation:** Adopt Resolution 10-20 Rescinding Resolution 09-26 and Approving a Modification to the Establishment of the General Fund Reserve Policy
- 8:55 P.M. 23. **APPROVE RESOLUTION 10-21 APPROVING BUDGET AMENDMENT FOR FY 2009-10**  
**Report:** Finance Director Louise Ho  
**Recommendation:** Adopt Resolution 10-21 approving the budget amendment for FY 2009-10 for the General Fund and Road Construction Impact Fee Fund  
*(Continued from March 17, 2010)*
- 9:05 P.M. 24. **RESOLUTION 10-19 IMPLEMENTING REFUND PROGRAM FOR ROAD IMPACT FEES PAID FROM JULY 1, 2006 THROUGH SEPTEMBER 17, 2009**  
**Report:** City Manager Jerry Gruber  
**Recommendation:** Adopt Resolution 10-19 authorizing additional refunding of road impact fees  
*(Continued from March 17, 2010)*
- 9:15 P.M. 25. **APPROVAL OF CONSULTANT SERVICES AGREEMENT BETWEEN MUNISERVICES, LLC AND THE TOWN OF ATHERTON FOR ROAD IMPACT FEE REFUND PROCESSING**  
**Report:** Finance Director Louise Ho  
**Recommendation:** Approve the consultant services agreement with MuniServices LLC and authorize the City Manager to execute the agreement  
*(Continued from March 17, 2010)*

- 9:25 P.M. 26. **COMMITTEE APPOINTMENTS**  
**Report:** City Manager Jerome D. Gruber  
**Recommendation:** Appoint Members to Arts, Audit, Finance, General Plan and Rail Committees based on recommendations made at the April 21, 2010 Special City Council meeting held at 6:00 p.m.
- 9:30 P.M. 27. **APPROVAL OF THE CONSULTANT SERVICES AGREEMENT BETWEEN MUNISERVICES, LLC AND THE TOWN OF ATHERTON FOR PROPERTY TAX MISALLOCATION AUDIT**  
**Report:** Finance Director Louise Ho  
**Recommendation:** Approve the consultant services agreement with MuniServices LLC; and authorize the City Manager to execute the agreement  
*(Continued from March 17, 2010)*
- 9:45 P.M. 28. **REVIEW SCOPE OF SERVICE FROM MUNISERVICES FOR BUSINESS LICENSE ORDINANCE MEASURE**  
**Report:** Finance Director Louise Ho  
**Recommendation:** To Be Determined
- 9:55 P.M. 29. **INTRODUCTION OF AN ORDINANCE APPROVING ADMINISTRATIVE CITATION PROGRAM**  
**Report:** City Manager Jerry Gruber  
**Recommendation:** Introduce Ordinance adding Chapter 1.21 to the Atherton Municipal Code establishing Administrative Citations for Violations of the Atherton Municipal Code, Related State Codes and Conditions on Entitlements
- 10:05 P.M. 30. **CONSIDERATION OF ADDING A SECOND MEETING DATE PER MONTH FOR CITY COUNCIL MEETINGS IN LIEU OF SPECIAL MEETINGS**  
**Recommendation:** To Be Determined  
*(Continued from March 17, 2010)*
- 10:10 P.M. 31. **COUNCIL REPORTS**
- 10:15 P.M. 32. **FUTURE AGENDA ITEMS**
- A. **COLLEAGUES' MEMO TO ADD ALLOWING COUNCIL MEMBERS WHO WERE INADVERTENTLY LEFT OUT OF THE SLECTION PROCESS FOR TOWN CENTER TASK FORCE MEMBERS TO CHOOSE FIVE MEMBERS FROM THE SEVENTEEN APPLICANTS**  
**Report:** Mayor McKeithen and Vice Mayor Dobbie
- 10:20 P.M. 33. **PUBLIC COMMENTS**
- 10:30 P.M. 34. **ADJOURN**

***PLEASE NOTE THE FOLLOWING INFORMATION:***

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

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

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

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## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JEROME D. GRUBER, CITY MANAGER**

**DATE: FOR THE REGULAR MEETING OF APRIL 21, 2010**

**SUBJECT: CITY MANAGER WRITTEN REPORT**

#### **EFFORTS TO IMPROVE COMMUNICATIONS:**

In February I conducted a Town community meeting with Police Chief Guerra to solicit community input and address resident's questions and concerns. Chief Guerra will hold a series of Town community meeting on the fourth Thursday of each month beginning on April 22<sup>nd</sup> from 9:00 a.m. to 10:00 a.m. and 6:00 p.m. to 7:00 p.m. at the Town Library's Reading Park. I will plan to keep my schedule clear on the fourth Thursday of the month between 2:00 p.m. and 5:00 p.m. for resident to drop in and discuss concerns and/or suggestions.

A one way blog has been established to provide an additional tool to keep our residents informed about interesting daily activities from the perspective of the Town.

Assistant City Manager Eileen Wilkerson will work with the Senior Management Team to provide appropriate material to publish. Personnel issues will not be placed on the site without input from our City Attorney and/or labor attorney. Privacy is an important issue when it comes to human resource services and employees.

The plan is to post two to three topics with a sentence or two descriptions each week.

You can find the new blog at <http://townofatherton.wordpress.com>. Although the blog is up and running it is still under construction as far as adding logos and pictures, etc.

The Police Department will continue to use their blog at <http://athertonpolice.wordpress.com>.

### **ADMINISTRATION DEPARTMENT:**

The City Clerks Department is preparing for the upcoming November 2010 election. The nomination period opens Monday, July 12, 2010 and closes Friday, August 6, 2010, at 5PM. If no incumbent files during this period then the filing period will be extended to Wednesday, August 11, 2010.

### **FINANCE DEPARTMENT PROJECTS AND UPDATES:**

The Finance Department went live with Springbrook financial software in March. The payroll implementation was very successfully. Employees are now entering times directly into Springbrook without paper time cards. The Town also has a new and improved Chart of Accounts. The next big step is bringing over the year-end balances of FY 2008, FY 2009, and monthly balances of FY 2010. This step is labor intensive and needs to be completed as soon as possible for management reporting and audit.

The Finance Department is working on the interim checklist from Maze & Associates for the FY 2009-10 financial audit. The auditors will be in Town on April 26 for one week. The Audit Committee will be meeting with the auditor on April 29, 2010. In addition to audit, Finance Department is also working on FY 2010-11 budgets. A study session with the City Council is scheduled for April 26, 2010.

### **POLICE DEPARTMENT:**

No written update.

### **PUBLIC WORKS PROJECT UPDATES:**

- Safe Routes To School (SR2S) Las Lomas – Phase 1 complete, Phase 2 designed and received three bids, with the low at \$12,355. Project will proceed by purchase order for construction during the school's summer break.
- Safe Routes to School (SR2S) Encinal – working with Menlo Park and Caltrans to prepare a joint application for ARRA (Economic Stimulus) Phase 2 funds for the projects developed during the SR2S study. Also will be looking at the new C/CAG Regional Bicycle Program (RBP) for possible funding.
- Encinal Traffic Signal – the final plans are out to bid. Utilities preparing to relocate poles in conflict with project and provide electrical service. Construction will be during summer school break.
- Hoover/Valparaiso Crosswalk – Consultant began collecting data. Accident data just received from CHP. Awarded HSIP grant for project construction. Will seek Menlo Park approval based on early data.

- Fair Oaks Traffic Study – reviewed draft report, discussed crosswalk/ 4-way stop at Station Lane/Lloyden Drive intersection. Coordinating traffic calming measures with Menlo Fire.
- Speed Surveys – completed draft Alameda de las Pulgas speed survey, evaluating potential to reduce speed limit based on data and engineering judgment.
- Traffic Surveys – preparing surveys for DeBell restrictions/closure, Holbrook closure/one-way and warrant study for Alameda/Stockbridge 4-way stop.
- Holbrook sign –County proposing to add “Neighborhood Street” signs at entrances to Fair Oaks north of Marsh Road. MAHS will change start time to 8:30 next school year, which should reduce Middlefield backup. County will consider narrowing Marsh Road before Fair Oaks Avenue if MAHS change doesn’t help.
- Park Pedestrian Bridge – The conceptual landscaping design was reviewed with the Park and Recreation Commission. Donated trees planted by volunteers during Park Beautification day. Final plans are now ready for bidding.
- Park Irrigation project –project piping complete, connections to existing systems underway, well drilling underway.
- Park circulation and parking study – Park and Recreation Commission approved a concept for one-way circulation at the park entrances. Preparing plan for one-way circulation that provides fire access and additional parking with no additional paving . The only cost will be a small amount of striping and some signs. Will bring to Council for approval in May.
- Park storage – preparing concept design for storage area at Main House for budgeting next year.
- Park corporation yard – plans completed and ready for bidding. Project will clear Carriage House Courtyards area for planned landscape improvements.
- Upper Atherton Channel – the permit technical data is complete and ready to submit to the permit agencies (ACOE, USFWS and CDFG)
- Fletcher/Ridgeview Drainage and Reconstruction – Project bids received (at 61% of budget), award on this council agenda.
- Street Reconstruction 7 – includes Park Lane and the right turn lane from Alejandra to El Camino Real. Polhemus Avenue has been pulled until CIP funding is resolved. Design is completed and on this agenda for authorization to advertise. A public meeting with residents will be scheduled in two weeks. Construction is slated to begin this spring.
- Council Chambers seismic retrofit – the consultant selection process has been placed on hold until a determination is made of the future use of the building.

## **BUILDING DEPARTMENT:**

The Building Departments New Master Fee Schedule became effective on March 21<sup>st</sup> and has been a smooth transition.

New gymnasium located at Menlo School is roofed and interior sub trades contractors are in progress. Estimated scheduled of completion is projected for August, 2010.

Below is a summary of Building Department activity for the month of March 2010.

- 339 Inspections completed.
- 86 Applications for Building Permits.
- 90 Building permits Issued

Below is a summary of Building Department activity for the month of March 2009.

- 399 Inspections completed.
- 69 Applications for Building Permits.
- 36 Building permits Issued

## **PLANNING DEPARTMENT:**

No written update.

## **CODE ENFORCEMENT:**

### **MAJOR ISSUES**

There were no major issues of a life, health or safety nature.

### **IMORTANT ON-GOING ISSUES**

Investigated illegal tree removal on Magnolia, found an unlicensed contractor involved, and facilitated a settlement with the contractor who agreed to pay approximately \$5000 in penalties and costs. Contractor agreed to a monthly payment plan to ease the financial impact on his business. Investigated a severe case of hoarding at Linden and Middlefield impacting approximately sixty percent of the rear yard. Responded to resident concerns regarding vacant building sites on Park Ln., Atherton Ave., and Shearer that are poorly maintained and are overgrown. Investigated and currently pursuing enforcement regarding an illegal occupancy on Inglewood.

### **GENERAL ISSUES**

Followed up resident and Atherton PD referrals for construction parking on Camino al Lago, Atherton Ave., Elena and Tuscaloosa. Investigated and mailed warning notices for dog barking complaints on Lloydon, home businesses on Lloydon and Euclid. Investigated and mailed violations notices for hazardous trees on Stevenson and Lilac.

## **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY:**

The Board of Directors for South Bayside Waste Management Authority met on Thursday, March 25<sup>th</sup>. The Board discussed the following items:  
Resolution approving license agreement with Recology San Mateo County for use of the Shoreway Recycling and Disposal Center, updates on Allied contract compliance, recycling and outreach programs and facility operations updates.

## **LIBRARY NEEDS ASSESSMENT AND LIBRARY TASK FORCE UPDATE:**

A Library Needs Assessment study session has been set for Wednesday, May 12, 2010 at 6:00 p.m. in the Council Chambers. At that time, Atherton Library Branch Manager Carine Risley will make a presentation on

## **TOWN-WIDE MATTERS AND PROJECT UPDATES:**

### **Menlo-Atherton High School Lights**

### **Menlo Gateway Project**

The Town has received the Final Environmental Impact Report from Menlo Park and it includes the mitigation measure that requires the project sponsor to pay approximately 25% of the addition of a southbound left turn lane from Middlefield Road on to Marsh Road in order to reduce delays at the intersection. The 25% share was calculated by Menlo Park based on a formula that includes project generated traffic, existing and cumulative traffic. The estimated project cost is \$694,500 and the project sponsor share would be \$176,400. The funds are required to be made available to Atherton upon receipt of building permits for the first phase of the project.

The Menlo Park Planning Commission is scheduled to begin hearings on the project on April 19, 2010.

## **FUTURE MEETINGS:**

Finance Committee Meeting – Thursday, April 22, 2010 at 2PM, Meeting Room in Council Chambers

City Council Special Meeting/Closed Session – Thursday, April 22, 2010 at 4PM

City Council Budget Workshop – Monday, April 26, 2010 at 6PM, Council Chamber

Audit Committee Meeting – Wednesday, April 28, 2010 at 10AM, Meeting Room in Council Chambers

High Speed Rail Community Meeting – May 4, 2010 at 6PM, HPP Pavilion



**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**MARCH 17, 2010**  
**7:00 p.m.**  
**TOWN COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California  
**REGULAR MEETING**

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

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**      Lewis, Dobbie, Marsala, McKeithen, J. Carlson

3. **PRESENTATIONS**

**OATH OF OFFICE** – Officer Rick Enberg

Deputy City Clerk Della Santa administered the oath of office to Officer Rick Enberg. Enberg was pinned by his son Nick.

**PROCLAMATIONS** – Former Arts Committee Members Jean Schaaf and Samira Nawas-Plesman

Mayor McKeithen read proclamations for Arts Committee Members Jean Schaaf and Samira Nawas-Plesman into the record.

**EAGLE SCOUT PROJECT** – Tyler Estkowski

Tyler Estkowski gave a Power Point presentation on his Holbrook-Palmer Park Par-Course renovation project which helped him reach Eagle Scout status. He thanked Council and staff for allowing the opportunity.

**GENERAL INFORMATION REGARDING POTENTIAL CHANGES TO BUSINESS LICENSE ORDINANCE**

– Presented by Joshua Davis and Tony Unger of MuniServices

Muniservices representatives Joshua Davis and Tony Unger presented Council with information on a potential business tax classification and tax rate structure. A business tax approach was recommended in three separate phases. Davis reviewed the estimated implementation process.

Council requested and concurred that Muniservices should come back to the April meeting with a scope of work.

#### **4. PUBLIC COMMENTS**

Shirley Carlson, Atherton resident encouraged Council and residents to attend the Annual Easter egg hunt on Saturday, April 3<sup>rd</sup> at Holbrook-Palmer Park and the Beautification Day in the Park on Sunday, April 18<sup>th</sup>.

Jon Buckheit, Atherton resident, stated that he was falsely arrested in October 2008 and an Atherton Police Officer testified that the police report involving his case was falsified. Buckheit questioned where the outrage from Council is.

Mike McPherson, Atherton resident, questioned the criteria Council used to decide how far back to refund road impact fees.

Michael Stogner, San Carlos resident, stated he is a victim's advocate; and since an Atherton Police Officer committed a felony he felt Council Members should individually contact the District Attorney's office.

#### **5. REPORT OUT OF CLOSED SESSION**

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

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

Employee Organization: Management Employees

**B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subsection (a) of Government Code Section 54956):**

*John P. Johns v. the Town of Atherton*, San Mateo County Superior Court Case No. CIV 479972

**C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Subsection (B) of Government Code Section 54956.9):  
Number of potential cases: Two (2)**

**D. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Subsection (b) of Government Code Section 54956.9):  
One (1) potential case:**

*Jonathan B. Buckheit v. Tony Dennis, Dean DeVlugt, The Town of Atherton, The County of San Mateo, and Does 1-500, inclusive* - U.S. District Court for the Northern District of California, San Francisco Division, Case No. CV 09-5000

**E. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Subsection (B) of Government Code Section 54956.9):  
One potential case:**

*California Tort Claim by Silvester M. Rabic, as Domestic Trustee on Behalf of the J.B.B Trust*

City Attorney Wynne Furth said there was no reportable action from Closed Session.

**6. CITY MANAGER’S REPORT**

City Manager Gruber said he attended a League of California Cities conference in which a big topic of discussion was support of the Local Taxpayer, Public Safety and Transportation Protection Act of 2010 which is a combined effort of California cities to stop Sacramento from borrowing local government money. Gruber concluded that a resolution is on tonight’s Consent Agenda for approval of support. Council Member Marsala said the League helped pass Proposition 1A with efforts like this.

Council Member Carlson requested more updates on the South Bay Waste Management Authority meetings. Gruber said he will include updates in his reports.

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

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

Council Member Lewis removed Item 19.  
Council Member Carlson removed Items 22 and 24.  
Vice Mayor Dobbie removed Items 21 and 27.  
Mayor McKeithen removed Items 8 and 23.

**8. APPROVAL OF FEBRUARY 17, 2010 MEETING MINUTES**

**Recommendation:** Approve February 17, 2010 Meeting Minutes

**9. APPROVAL OF BILLS AND CLAIMS FOR FEBRUARY 2010 IN THE AMOUNT OF \$853,152**

**Recommendation:** Approve Bills and Claims in the amount of \$853,152

**10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE EIGHT MONTHS ENDED FEBRUARY 2010**

**Recommendation:** Accept Monthly Financial Report

**11. APPROVAL FOR THE FINANCE DIRECTOR TO ATTEND THE 2010 SPRINGBROOK SOFTWARE CONFERENCE**

**Report:** Finance Director Louise Ho

**Recommendation:** Approve the Finance Director to attend the Springbrook Software Conference in Portland, Oregon, in May 2010

**12. APPROVAL OF FIRST AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER A. JOSEPH & ASSOCIATES FOR**

**PREPARATION OF ENVIRONMENTAL IMPACT DOCUMENTS AND REIMBURSEMENT AGREEMENT WITH SACRED HEART SCHOOLS**

**Report:** Town Planner Neal J. Martin

**Recommendation:** Approve the first amendment to the Agreement for Professional Services by and between the Town of Atherton and Christopher A. Joseph & Associates and the first amendment to the Reimbursement Agreement by and between the Town of Atherton and Sacred Heart Schools

**13. CONDITIONAL EXCEPTION TO ALLOW A LOT LINE ADJUSTMENT TO MERGE TWO PROPERTIES 69/75 CATALPA**

**Report:** Deputy Planner Lisa Costa Sanders

**Recommendation:** Planning Staff recommends that City Council conduct the hearing and approve the Conditional Exception to allow the merger of the lots at 69 Catalpa Drive and 75 Catalpa Drive

**14. APPROVE PARTICIPATION THROUGH THE TOWN'S CABLE JOINT POWERS AGREEMENT TO BROADCAST DESIGNATED PUBLIC EVENTS AS A PUBLIC EDUCATION GOVERNMENT (PEG) PROGRAMMING SITE USING "STUDIO IN A BOX"**

**Report:** Assistant City Manager Eileen Wilkerson

**Recommendation:** Approve Town participation through the Town's Cable Joint Powers Agreement to broadcast designated public events as a Public Education Government (PEG) programming site using "Studio in a Box" Authorize the City Manager to designate "public events" to be broadcast

**15. APPROVAL OF CONTRIBUTION OF PARTIES OF THE JOINT POWERS AGREEMENT ESTABLISHING THE SAN MATEO COUNTY NARCOTICS TASK FORCE**

**Report:** Police Chief Mike Guerra

**Recommendation:** Approve Atherton's FY 2009-10 contribution to the San Mateo County Narcotics Task Force in the amount of \$25,454

**16. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE THE PARK BRIDGE LANDSCAPING PROJECT, PROJECT NUMBER 09-027**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Approve the plans and specifications and authorize advertisement for bids for the Park Bridge Landscaping Project, Project No. 09-027

**17. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE THE ENCINAL TRAFFIC SIGNAL PROJECT NUMBER 08-015**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Approve the plans and specifications and authorize advertisement for bids for the Encinal Traffic Signal Project, Project No. 08-015

**18. RECOMMENDATION BY TOWN CENTER TASK FORCE FOR APPROVAL TO PUBLISH REQUEST FOR STATEMENT OF QUALIFICATIONS FOR DESIGN OF A NEW TOWN CENTER**

**Report:** City Manager Jerry Gruber

**Recommendation:** Approval to publish request for statement of qualifications for design of a new Town Center

**20. APPROVAL OF RESOLUTION 10-15 OF THE CITY COUNCIL OF THE TOWN OF ATHERTON IN SUPPORT OF THE LOCAL TAXPAYER, PUBLIC SAFETY AND TRANSPORTATION PROTECTION ACT OF 2010**

**Report:** City Manager Jerry Gruber

**Recommendation:** Adopt Resolution 10-15 in support of the Local Taxpayer, Public Safety and Transportation Protection Act of 2010

**25. UPDATE ON BUSINESS LICENSE REFUND**

**Report:** Finance Director Louise Ho

**Recommendation:** Receive update on the business license refund authorized by the City Council on December 17, 2008

**26. RECONSTITUTE THE TOWN CENTER TASK FORCE, APPROVE APPOINTMENTS OF TOWN CENTER TASK FORCE MEMBERS AND GUIDELINES AND MEMBERSHIPS**

**Report:** City Manager Jerry Gruber

**Recommendation:** Approve Reconstitution and Guidelines of Town Center Task Force and Appoint recommended Town Center Task Force members and designate terms for members

**MOTION by Dobbie, second by Marsala to approve items 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 25, and 26. The motion passed.**

AYES: 5 NAYS: 0

Vice Mayor Dobbie stated that he abstained from Item 8.

**PUBLIC HEARINGS (28)**

**28. APPROVAL OF REFUSE AND RECYCLING COLLECTION RATES**

**Report:** Deputy Town Planner Lisa Costa Sanders

**Recommendation:** Hold a public hearing, determine whether a majority protest has been received, and if there is no majority protest, introduce Ordinance 584 increasing refuse and recycling rates effective March 19, 2010. A two-thirds vote is required.

Vice Mayor Dobbie suggested refining the language that says the backyard surcharge would not apply to households where physical disabilities prevent the customer from making use of curbside service.

Council Member Lewis said the Environmental Programs Committee discussed the garbage rate increases at several meetings and was disappointed with the increase at first, but when you realize the services included the increase becomes more palpable.

Council Member Marsala said that although the percentage amount seems like a large increase the dollar amount itself is not.

James Devoy, Atherton resident, said the backyard service charge is not clear on who will be charged and suggested only charging the \$20 surcharge to those who request the service.

Mayor McKeithen said it needs to be very clear regarding who will be charged the backyard pick up service.

City Attorney Furth clarified that in Ordinance 584 the effective date under section 2 should read March 18, 2010.

**MOTION by Lewis, second by Marsala to introduce Ordinance 584 increasing refuse and recycling rates effective March 18, 2010. The motion passed.**

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

**REGULAR AGENDA (Items 29-39)**

**29. PROPOSED CHANGES TO DRAFT ATHERTON HOUSING ELEMENT 2007-14 UPDATE IN RESPONSE TO CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) COMMENTS**

**Report:** Town Planner Neal J. Martin

**Recommendation:** Review the “*Draft No. 2 - Proposed Changes to Atherton 2007-14 Housing Element in Response to HCD Review Letter 12/24/09*”. Provide direction to Staff to make any additional changes and direct Staff to forward the “*Draft Proposed Changes*” to the California Department of Housing and Community Development (HCD) for review and comment

Town Planner Neal Martin stated that the Housing and Community Development (HCD) provided comments on the draft Atherton Housing Element 2007-14 Update by letter dated December 24, 2009 with 15 comments. One of HCD’s comments in Section C.1. is that State law requires local programs designed to address a shortfall of adequate sites for lower income households to permit owner-occupied and rental multifamily housing “by right”. Atherton proposes to use planned multifamily student and faculty housing at Menlo School and Menlo College to satisfy a substantial portion of its lower income housing requirement. Currently zoning regulations require a conditional use permit (CUP) for multifamily uses on the school campuses. In order to comply with State law staff recommends changing the CUP requirement to a Planning Commission review process which focuses on location, size, proximity to heritage trees and environmental aspects of the project but shall not result in the denial of the use. The Planning Commission review would occur at a noticed public hearing.

Council thanked the Planning Commission and Planning Department for all their work on the draft Housing Element 2001-14 update.

**MOTION by Carlson, second by Dobbie to forward the “*Draft Proposed Changes*” to the California Department of Housing and Community Development (HCD) for review and comment with staff recommendation of option 2 to change the conditional use permit requirement to a Planning Commission review process which focuses on location, size, proximity to heritage trees and environmental aspects of the project but shall not result in the denial of the use. The motion passed.**

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

### **30. DISCUSSION OF CIVILIAN POLICE OVERSIGHT**

**Report:** Police Chief Mike Guerra

**Recommendation:** To Be Determined

Police Chief Mike Guerra stated that the purpose of this item is to consider the idea of a civilian police oversight committee and further discussions. Guerra presented Council with different models for an oversight committee.

Vice Mayor Dobbie said he is not in favor of any police advisory board. Dobbie said an advisory board should not be created because residents are upset with the process in which the Police Chief was selected. Dobbie concluded that Chief Guerra is well qualified and suggested waiting at least one year before even considering any oversight.

Council Member Carlson said he has not heard any compelling reasons for an oversight committee.

Council Member Lewis said Chief Guerra has only been on the job for three months and felt Council needs to give him a chance before putting oversight over on department. Lewis said Palo Alto is geographically the closest city to Atherton with an oversight committee and felt that Atherton could not compare because Palo Alto has approximately 63,000 residents.

Chief Guerra said he envisions an advisory board comprised of members of the community, the schools and neighborhood associations to be used as a “sounding board.” Guerra visualized an advisory board that helps establish how situations could have been handled better, rather than having a formal investigative committee. Guerra concluded that communities who have oversight tailor the committees to fit needs for their specific community.

Mayor McKeithen felt it was imperative that Council consider a citizens review board because first, the community needs to know that virtually the entire parcel tax supports the police department, and second, several large, recent litigation matters involved the Police Department, and third, because Police Department complaints should be reviewed outside of the department. McKeithen felt there are a lot of issues Council does not know about and the Town has been in jeopardy for several years.

Jon Buckheit, Atherton resident, said he agrees with everything Mayor McKeithen has said and felt that fundamentally a crisis is not a prerequisite for having civilian oversight of the police department. Buckheit concluded that he has created a police oversight Power Point presentation for anyone who is interested in viewing it.

Mark Peterson Perez, Palo Alto, said police officers have sweeping constitutional powers and when a citizen is violated there needs to be transparency and accountability. Perez said he is in favor of civilian oversight committee.

John Ruggeiro, Atherton resident, said the Police Chief can be involved and responsible in a major incident as has happened in Atherton in the past. A former Police Chief was arrested, investigated and prosecuted for police misconduct. Ruggeiro discussed his law enforcement background and said he would be most suited to sit on the oversight committee and is willing to do so.

Colleen Anderson, Atherton resident, said it is an amazing “win-win” for an oversight committee. Anderson suggested testing it to see if it works and hopefully it will help deter lawsuits.

Michael Stogner suggested that Council really pay close attention to what has already happened in Atherton in the past. Stogner concluded that if Council can not make tough decisions to identify the officer who caused harm to Mr. Buckheit then the State Attorney Generals office should be contacted.

City Manager Jerry Gruber read an email in opposition of the oversight committee from Betsy Glikbarg.

Mayor McKeithen felt that it was appropriate to hold a public forum style workshop to look into this in further detail.

Council Member Marsala said there was an incident with a police officer which he felt was in the newspaper too soon and it was alarming to him because he felt it could be a liability to the Town. Marsala said it would take a lot of time and devotion for an oversight committee and each member would need to be trained. Marsala was in favor of delaying any oversight committee until Chief Guerra has spent at least a year in his position.

Mayor McKeithen said all the Council Members have mentioned issues they were not aware of and felt that to follow the rule of transparency a public study session should be held in order to uphold the philosophy Council Members were all elected for.

Council Member Lewis said the Town has a new Chief and Administration and the issue of police oversight has been whipped into a frenzy by an issue that happened over a year ago under a different regime. Lewis said the Town has budget issues, high speed rail issues and other concerns that need to bring the Town together rather than undermining the morale of the Town’s Police Department. Lewis concluded that she is in favor of giving the new Administration a chance to settle the legal issues without an oversight committee.

Vice Mayor Dobbie said that although Chief Guerra has been with the Atherton Police Department for more then twenty years he has never been in charge before and the Town needs to recognize that being in charge it is not the same as being a member of the Department.

Council Member Carlson said Council has made mistakes in the past, but the idea of having a formal process of allowing an oversight committee to be involved in management practices will complicate the accountability aspect. Carlson concluded by encouraging residents to come forward with their concerns and for Chief Guerra to continue holding public forums with the citizens of Atherton.

Council Member Marsala complimented Betsy Glikbarg for organizing crime prevention and neighborhood meeting efforts over the last decade.

Mayor McKeithen said it seems that Council has not heard any compelling arguments but it seems that Council is not even allowing the opportunity for residents to present their issues. McKeithen said Council is absolutely kidding itself by saying residents can go to the Chief or City Manager because there have been incidents involving past Police Chiefs and nothing was done until it was brought to Council.

**MOTION by Carlson, second by Lewis to table a civilian oversight committee indefinitely. The motion passed.**

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

**31. ADOPT RESOLUTION 10-17 MODIFYING THE TOWN DRAINAGE CRITERIA TO EXEMPT DETACHED SINGLE-FAMILY HOMES FROM THE MAINTENANCE AGREEMENT REQUIREMENT**

**Report:** Public Works Director Duncan Jones

**Recommendation:** To Be Determined

City Manager Gruber said he and Public Works Director Jones have met with residents to discuss the drainage criteria and will continue to meet with residents until the topic is brought back to Council for approval.

Public Works Director Jones said the Resolution brought to Council is step one in modification to the Towns drainage criteria. Jones said in order to stay compliant with the municipal regional permit we can not exempt projects that are not detached single-family homes. Jones stated that he is concerned about rescinding the provision because the principle reason for these criteria was to allow staff to assist residents with drainage problems from neighboring residences. Jones said by eliminating this provision we are removing staff's ability to help residents.

Jones stated that if Council approves the Resolution brought forth he would request provisions, in the near future, to prepare a modified recorded notification to future owners of the property in order to show future home owners where the system is and what needs to be done to maintain the system. Jones concluded that he would like a good abatement system put in place to allow staff to step in and help the residents if their system is failing or if the owner is not remedying the situation.

Council Member Marsala said he was in favor of rescinding the maintenance agreement.

Jon Buckheit, Atherton resident, said he had several residents prepared to donate their three minutes so he could give a Power Point presentation he made on the civilian police oversight committee and he has been robbed of that ability. Buckheit said he felt Council Member Marsala had a very different view several months ago when he came to him for a loan.

Linda Grossman, Atherton resident, said she has a drainage ditch behind her house which collects a lot of water from neighboring uphill properties. Grossman said they have two absentee landlords and a couple of new owners who have not been able to maintain the ditch. Grossman concluded that if there is not notification to property owners letting them know they are responsible for maintenance then the Town will have serious problems.

Jeff Wise, Atherton resident, spoke on behalf of several residents who attended meetings on this topic over the last few months, and were in support of rescinding the agreement. Wise agreed that the Town does need some kind of recourse to respond to a problem and strengthen the abatement process.

Carol Flaherty, Atherton resident, thanked Jones and Gruber for the productive drainage meeting with residents. Flaherty said she reviewed drainage plans for two different Counties and they do not

have mandatory recording requirements for individual homes. Flaherty concluded that no one has a problem with having an abatement process in place for the Town.

Mayor McKeithen asked for clarification on the reporting requirement. Jones said the municipal regional permit requires recording of a maintenance and operations agreement for regulated projects and detached single-family homes are not regulated projects so the municipal regional permit does not require it for detached single-family homes.

Denise Kupperman, Atherton resident, said she concurs with the prior two residents and believes there should be a provision for an abatement process. Kupperman suggested a possible further study to define drainage criteria.

Mike McPherson, Atherton resident, said he has a well in his yard and he has an individual come out to check annually and certify it is working properly. McPherson suggested this as a process for the drainage systems.

Vice Mayor Dobbie said the current maintenance agreement treats all lots in Atherton the same and there are plenty of lots that do not have any drainage problems. Dobbie suggested potentially allowing a homeowner to hire a hydrologist to check to see whether they have drainage problems.

Jones said he plans to meet with the engineers to talk about the criteria and explore alternatives.

Council Member Lewis thanked the residents who have stayed involved in the process and attended the meetings on the drainage criteria. Lewis said she would support an annual notice to all properties with a drainage system.

Mayor McKeithen said she agrees with an annual notice and an abatement process but would also like to see recordation of the system for notice to future home owners.

Council Member Carlson said he is in support of rescinding the agreement and putting out an annual notice.

City Attorney Furth said it is crucial that the Town has documentation of what was approved by Council and recommended only approving the recommendation set forth in Resolution 10-17 to rescind the agreement. Furth said if Council agrees on further provisions such as recording of the system then Council can direct staff to come back with language.

**MOTION by Lewis, second by McKeithen to adopt resolution 10-17 modifying the Town drainage criteria to exempt detached single-family homes from the maintenance agreement requirement including all agreements entered into since 2007, placing the burden of maintaining the systems completely on the property owner, with no independent check by the Town and the Town will undertake a program to annually notify all properties with systems of the need to maintain the systems, i.e., before the winter rain begins. The motion passed.**

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

Council took up Item 34 next.

**34. FIVE-YEAR GENERAL FUND FINANCIAL FORECAST FOR  
FY 2009-10 TO FY 2013-14**

**Report:** Finance Director Louise Ho

**Recommendation:** Receive the Five-Year General Fund Financial Forecast for FY 2009-10 to FY 2013-14

Finance Director Ho said Staff has prepared a financial forecast for FY2009/10 through FY2013/14 which is one of many scenarios of what could take place assuming the current economic climate continues. Ho said this model is a very conservative approach and this is based on a worst case scenario. Ho concluded that the figures are based on assumptions.

Council Member Carlson said every year the rate of growth of expenditures surpasses the rate of growth of revenues and this is a serious problem. Carlson said the Town needs to get its expense growth in line with revenue growth in terms of the assumptions for expenses. Carlson said he can not conclude that these assumptions show the Town needs to ask voters for more money in taxes. Carlson said staff should look at what a certain percentage change in a certain expense would amount to on an annual basis. Carlson suggested a study session on the five-year financial plan and concluded that staff should look at possibly funding only 50% of GASB, and cost sharing opportunities with other agencies to cut overhead before going to the ballot.

Vice Mayor Dobbie concurred with Carlson and added that when we are spending more then we are bringing in we need to do something about it. Dobbie added that based on these assumptions he feels that the Town could run out of cash by calendar year 2012. Dobbie concluded by echoing Council Member Carlson's ideas and added that the Town has desperate financial problems.

Council Member Marsala said Council received a five-year plan in 2006 and it showed deficits for 2010 which are a little off but it was alarming back then to show where the Town was headed. Marsala said 15% of the reserve needs to increase to be 15% of the General Fund every year and wondered if there was a cost of how that money gets put into the reserve as the reserve needs to grow or would that further increase our deficit year by year.

Finance Director Ho said the 15% minimum Fund Balance is a Council adopted policy to maintain the General Fund Reserve to not go below 15% of the annual General Fund expenditure. Ho said staff is projecting each year that the Town will be able to meet the 15% minimum until 2014 which is when the Town would go below the 15%.

Mayor McKeithen felt this was not the worse case scenario because legal costs consistently go up, so why would we assume they are going to go down and since a high speed rail lobbyist costs us \$5,000 per month which adds up to \$60,000 per year that already surpasses these assumptions. McKeithen added that we have the Road Impact Fee Refunds on tonight's Agenda which shows a beginning fund balance of 7.2 million and shows a transfer from General Fund reserve of 1.1 million to go into the Road Impact Fee to make up for illegal transfers made out of the Road Impact Fee Fund. McKeithen said the money being transferred into the Road Impact Fee Fund will be quickly dispersed to pay for the refunds. McKeithen concluded that there are far worse case scenarios.

Council Member Lewis said the Town did refund Business License Fees which were being collected illegally and reduced the projected income from Business License Fees substantially. Lewis said the Town is not bringing in the revenue that they had been in the past because fees such

as the Road Impact Fee were illegal and clearly should be refunded. Lewis concluded that things need to change and costs need to be cut and she would like to see some re-forecasting including Council Member Carlson's suggestions to modify the assumptions.

John Davey, Atherton resident, said drastic circumstances call for drastic measures and since the Police Department needs over 50% of housing in a new town center which represents about seven million dollars in cost, and takes up more than 50% of salaries Council should look at outsourcing with a possible annex to allow the current officers to keep their jobs.

Carol Flaherty, Atherton resident, said it is apparent that there is a serious problem and the Town can not afford the retirement plans of the Police Department. Flaherty said the Town should look at a two-tier structure retirement system and possible outsourcing of the Police Department.

Jeff Wise, Atherton resident, said Council needs to be judicious in how they approach the finances and carefully evaluate expenditures and sources of revenue.

Eric Corgan, said the Police Department is one of the reasons he moved to Atherton and he hopes they are not outsourced.

Denise Kupperman, Atherton resident, said it is good to be conservative and careful with money. Flaherty said pension plans should be evaluated and reconsidered. Kupperman concluded that in the future when we look at a parcel tax we look at a five or ten year plan as a part of it.

Jon Buckheit, Atherton resident, said that at a certain point when you try to squeeze too much revenue out of public constituents the actual whole revenue goes down and he felt Atherton is reaching that point and home values will decrease because of it.

Council Member Marsala said the comments made by residents on outsourcing the Police Department is something Council has been discussing over the last year and it will definitely need to be addressed as a major discussion with Town residents.

**Council concurred to hold a special study session on the five year financial plan along with the classification study.**

**32. APPROVE RESOLUTION 10-18 APPROVING BUDGET AMENDMENT FOR FY 2009-10**

**Report:** Finance Director Louise Ho

**Recommendation:** Adopt Resolution 10-18 approving the budget amendment for FY 2009-10 for the General Fund and Road Construction Impact Fee Fund (\*\*Needs 4/5

**Approval\*\*)**

Finance Director Louise Ho said that in order to go ahead with the Road Impact Fee refunds the General Fund would have to transfer \$1,112,562 to the Road Impact Fee Fund to make the refunds. Ho said Staff is also seeking \$40,000 for Muniservices to assist in the Road Impact Fee refund processing and an additional transfer from the Special Tax Fund of \$339,653 to the General Fund for the Police Department share of the GASB 45 (unfunded retiree healthcare cost) and the overhead allocation cost.

City Attorney Furth clarified that by approving Resolution 10-18 it would correct inappropriate charges made to the Road Impact Fee Fund in FY 2003-04 of \$423,713 and transfers to General Fund between FY 2002-03 to FY 2005-06 of \$679,849, for a total of \$1,112,562 which requires a supermajority vote of Council.

Jeff Wise, Atherton resident, said correcting an accounting error does not require a supermajority vote, and felt it would be an appropriate compromise to have the \$40,000 cost of processing refunds come out of the Road Impact Fee Fund so it does not require additional funds to be transferred from the General Fund.

Ho said the reason for the supermajority vote is because the Town does not have available revenue to do the transfer because State law requires the General Fund to have a balanced budget each year and the only available funding source the Town has is from reserves.

Furth added that she has not been able to find any legal authority for using the Road Impact Fee Fund to pay for administrative costs and the supermajority vote is not a statutory requirement, it is a Council adopted policy which can be changed with a simple majority vote.

Mayor McKeithen felt the supermajority rule had no meaning if it could be repealed by a simple majority. McKeithen said she was not in support of a transfer of General Fund Reserve into the Road Impact Fee account because of the current fiscal crisis. McKeithen said she agrees that the Town is legally obligated to replenish the funds but does not agree that it be replenished when there is not a balanced budget. McKeithen said cuts should be made and she can not, in good faith, approve a refund from a reserve account. McKeithen concluded that it can be viewed as a gift of public funds and she will not avoid her duties of stewardship to make sure the taxpayers money is used correctly.

Vice Mayor Dobbie said he felt Council made a big mistake when it rescinded the Road Impact Fee because he felt it was a fair fee. Dobbie said there is no reason why all of the citizens of the Town should be subsidizing road repairs caused by the full-size trucks of builders and developers.

Council Member Marsala agreed that there is wear and tear from larger trucks on the roads but there is a problem when we charge Menlo School \$150,000 when they can cross the street and be in Menlo Park. Marsala said the Town has overcharged and been at 40% higher then other cities and it needs to be cleaned up. Marsala concluded that if approved, it is possible the Town may refund a substantially less amount then what was budgeted for.

Council Member Lewis said she sits on the dais sometimes and feels Council is moving along and taking the high road and then feels blindsided. Lewis said approval of Resolution 10-18 does not allow the refund of Road Impact Fees; it will clean up accounting errors made by former Town officials. Lewis added that taking money from the Road Impact Fee Fund to build a Public Works facility or something else is a clear misuse of funds and if it needs to be fixed by taking from reserves, it should be done. Lewis concluded that if this fails because of the lack of a supermajority vote then she will ask for a future Agenda item to change the supermajority requirement.

Council Member Carlson said the Town has received illegal gain from the Road Impact Fee and he would also support dropping the supermajority requirement if it affects the outcome. Carlson said Council has been involved in a clean up process for a long time and this would be a big step in putting a lot of that clean up behind us if we can come to an agreement.

**MOTION by McKeithen, second by Dobbie to authorize the transfer from the Special Parcel Tax in the amount \$339,653 to the General Fund for the Police Department share of GASB 45, unfunded retiree health cost and the overhead allocation costs. The motion failed.**

Ayes: 2      Nays: 3 (Lewis, Carlson, Marsala)      Abstain: 0      Absent: 0

**MOTION by Lewis, second by Carlson to adopt Resolution 10-18 approving the budget amendment for FY 2009-10 to correct the inappropriate charges made to the Road Impact Fee Fund in FY2003-04 of \$423,713 and transfers to General Fund between FY 2002-03 to FY 2005-06 of \$679,849, for a total of \$1,112,562. The motion failed due to lack of a supermajority vote.**

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

**33. RESOLUTION 10-19 IMPLEMENTING REFUND PROGRAM FOR ROAD IMPACT FEES PAID FROM JULY 1, 2006 THROUGH SEPTEMBER 17, 2009**

**Report:** City Manager Jerry Gruber

**Recommendation:** Adopt Resolution 10-19 setting out the procedures for refunding road impact fees paid from July 1, 2006 through September 17, 2009

City Attorney Furth said Council can choose to go ahead with the Road Impact Fee refund capping it at the balance of the existing fund. Furth recommended, for clarity purposes, bringing it back once the funds are available.

Jeff Wise, Atherton resident, said when this issue was addressed over the last several months, part of that discussion was on doing the right thing. The Mayor just said a few minutes ago that the misallocation and transfer out of the Road Impact Fee Fund was illegal. What he is hearing now, is that although it was an illegal transfer of funds that were collected, under questionable legality, that you are choosing to not take the action necessary to implement the Resolution you passed last month. Wise said this is the type of action that causes the Town to question Council decisions. Wise concluded this kind of behavior belies the whole notion of transparency that this Council consistently speaks of.

Mayor McKeithen said she agrees with paying back the Road Impact Fees but not from reserves.

Jon Buckheit, Atherton resident, said while he has no opinion on the Road Impact Fee, he feels that when Council makes incisive comments about each other instead of engaging in polite debate that their constituents can not uphold the ideal management that you request of them if you can not be polite to each other in public.

Carol Flaherty, Atherton resident, said the Road Impact Fee is not legal because it is covered under the Traffic Vehicle Code in California and under that code you can not charge for road maintenance because it is covered and paid for in one's taxes. Flaherty concluded that 100% of this fee is owed whether the Town decides to pay it or not.

Mike McPherson, Atherton resident, said he recognizes that Council is stuck between a rock and a hard spot. McPherson said the City Attorney and Town Manager had a very good alternative to go from July 1, 2005, when the ruling was made public, until December 1, 2006 when you began

giving notice. McPherson concluded it would be a lot less money and would give you a defensible position.

**MOTION by Carlson, second by McKeithen to table the item. The motion passed unanimously.**

**Council agreed to waive the 10:30 p.m. rule to continue debating the rest of the Agenda.**

**35. RECOMMENDATION BY PLANNING COMMISSION TO AMEND THE SCHOOL EVENT GUIDELINES UNDER THE SPECIAL EVENTS ORDINANCE**

**Report:** Deputy Planner Lisa Costa Sanders

**Recommendation:** Amend the School Event Guidelines for the Special Events Ordinance to change the hours of use of the outdoor field for non-school related events held on school property

William Grindley, Planning Commissioner, said the Planning Commission was charged with reviewing the hours of operations for non-school related outdoor events held on school property. The Planning Commission established a subcommittee, consisting of Commissioners Grindley and Lively who spent fourteen months interviewing all the schools, major team sports and players and came up with a solution. The Subcommittee felt that setting a time around sunset is a practical solution.

Council Member Carlson thanked Commissioners Grindley and Lively for their time and dedication on this issue.

Council Member Lewis supported the Planning Commission recommendation.

Council Member Marsala asked why the football fields can not be used until sunset on the weekends. Planning Commissioner Grindley said there was no opposition to weekend use, and the controversy was geared towards weekday hours. Marsala concluded that the guidelines should be uniform between all schools.

David McAdoo, Menlo School, questioned why the Commission chose the term “sunset” rather than “civil twilight” which is generally accepted for sport events as when it is no longer safe to play on outdoor fields. McAdoo said the difference in time is approximately a half hour later.

Deputy Planner Lisa Costa Sanders said when Council referred this to the Planning Commission it was very specific to focus on outdoor field use only.

A Pop Warner Board Member requested that Council reject the recommendation of the Planning Commission because he felt that sports groups should be exempted from these guidelines. He concluded that Council is disregarding the Grand Jury report on this issue.

Bob Williams, President of Menlo-Atherton Pop Warner, said for ten years they have practiced until 8:00 p.m. with no citizen complaints. Williams said they are a non-profit group which keeps kids off the streets and it is the only place to practice. Williams concluded that restricting practice to sunset would have serious implications for the program.

Mayor McKeithen asked Furth what the impact of the Grand Jury report has on what Council decides. Furth said generally a Grand Jury report is an opinion about legalities and not a ruling but it should be reviewed, analyzed and considered. Furth said she will come back to Council with more information.

**MOTION by Lewis, second by Marsala to continue the item to a future agenda with a possible language change to “civil twilight.” The motion passed.**

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

Council concurred to direct staff to review the Grand Jury report and anything else that is germane to the Town’s appropriate legal authority to amend the guidelines.

**36. COMPARISON OF THE R1-A AND R1-B ZONING DISTRICTS**

**Report:** Deputy Town Planner Lisa Costa Sanders

**Recommendation:** Discuss the request and provide direction to staff as appropriate

Deputy Planner Costa Sanders said she did a comparison of the two districts and the main difference is the height limit and the floor area. The side rear setbacks are the same but there is a difference in front and rear setbacks. There is no difference in accessory structure requirements. Costa Sanders concluded that Council studied this issue on Parker Avenue a year ago and voted not to proceed with rezoning.

Mayor McKeithen asked what it would take to revise the current ordinance. Costa Sanders said it would need to go to Planning Commission for review before Council action.

Council Member Marsala moved to send this back to Planning Commission for further review. Marsala said last March he was in favor of not changing the rear setbacks but reducing the front setbacks which he is still in favor of. Marsala said he was concerned after hearing public comment that rear and side setbacks interfere with neighbors.

Costa Sanders said it is easier to change to language in the code rather than changing the zoning. It is a longer process to rezone as opposed to an ordinance amendment.

Vice Mayor Dobbie said a large number of homeowners are not following the requirements and even though he had voted no last year he is much more sympathetic to those who are following the rules.

City Attorney Furth said Council can create a brand new zone with its own set of standards or alternatively keep the zoning as is but modify the zoning standards in a way that would mean lots at a particular size could be treated differently.

Council Member Lewis asked what the determining factor is to be designated as an R1A or an R1B zone and wondered why there is such a large difference in square footage between the two zones. Lewis said it doesn’t seem fair or equitable.

Council Member Carlson said there should be a broader look to see how to rationalize lot size and allow more equitable options.

Dick Pike, Atherton resident, compared this topic to a zombie. Pike said Council drives a stake through its heart three to four times in the last twenty years and it keeps popping back up. Pike concluded that he would come back every time this topic was brought up to defend what the Atherton founders had in mind which was not to redevelop and to keep from overcrowding.

Jon Buckheit, Atherton resident, said not all homes are built to the same standard. Some already have storage space and a second level and some do not. Buckheit concluded that it should be standardized throughout the Town.

John Freschini, Atherton resident, said this issue has been repeated for years because new home owners come into Town and think their home is too small and want to build bigger. Freschini said it overcrowds and goes against the Towns General Plan and requested that Council not let this happen.

Michael Bennet, Atherton resident, said that setbacks should be proportioned to the size of the lot.

Jonathan Tang, Atherton resident, said he is in the process of building a home under the R1A standard and would be impacted by any further consideration of the City Council.

Colleen Anderson, Atherton resident, said smaller lots in R1A have a restriction on the second story. Anderson said she purchased her home in her twenties and did not know the restrictions she had in her zoning district. Anderson said it is fair for any lot less than 10,000 square feet to become more standardized with the larger lots.

Linda Pike, Atherton resident, said a lot of the houses were built before the new zoning change. Pike said there are 11 garages on her street and only two of them house cars and even if Council allowed garages for every property there would still be cars on the streets.

Jeff Wise, Atherton resident, said if Council refers this topic back to Planning he suggested making sure Council gives a very specific and tight parameter.

Mayor McKeithen said she walked Parker Avenue and when she had a chance to look at the properties she felt that she made the wrong decision last year. McKeithen felt the setback for the driveway gate should definitely be looked at again.

McKeithen motioned to send the issue back to Planning Commission to review it to look for the easiest way to do it in R1B with the understanding that there would be no changes in rear setback, the building height would be lessened to 28-feet, the side wall to 18-feet, and that there would be no limitation on the second story and a 30-foot front setback.

Council Member Lewis asked for more broad direction to give Planning Commission leeway in case they come up with a more equitable option.

Council concurred to have the Planning Commission review provisions in R1B and recommend how they can be applied in R1A for lots less than 10,000 square feet.

**37. CONSIDERATION OF ADDING A SECOND MEETING DATE PER MONTH FOR CITY COUNCIL MEETINGS IN LIEU OF SPECIAL MEETINGS**

**Recommendation:** To Be Determined

Item 37 was tabled to the April 21, 2010 Agenda.

**38. CONSIDERATION OF THE REQUEST TO REFER THE REVIEW OF HOME OCCUPATION REGULATIONS TO THE GENERAL PLAN COMMITTEE**

**Report:** Deputy Planner Lisa Costa Sanders

**Recommendation:** Discuss the request and provide direction to staff as appropriate

Item 38 was tabled to the April 21, 2010 Agenda.

**39. REVIEW AND DISCUSS THE CARGILL/DMB DEVELOPMENT PLAN**

**Recommendation:** To Be Determined

Item 39 was tabled to the April 21, 2010 Agenda.

**Items removed from Consent Agenda were taken up next.**

**19. APPROVAL OF THE CONSULTANT SERVICES AGREEMENT BETWEEN MUNISERVICES, LLC AND THE TOWN OF ATHERTON FOR PROPERTY TAX ALLOCATION AUDIT**

**Report:** Finance Director Louise Ho

**Recommendation:** Approve the consultant services agreement with MuniServices LLC; and authorize the City Manager to execute the agreement

Council Member Lewis felt this could backfire on the Town if the error is found against the Town.

Mayor McKeithen said the Consultant does not get paid if they do not find underpayments.

Council concurred to table the item to the April Agenda to allow for more information.

**21. APPROVAL OF CONSULTANT SERVICES AGREEMENT BETWEEN MUNISERVICES, LLC AND THE TOWN OF ATHERTON FOR ROAD IMPACT FEE REFUND PROCESSING**

**Report:** Finance Director Louise Ho

**Recommendation:** Approve the consultant services agreement with MuniServices LLC and authorize the City Manager to execute the agreement

Vice Mayor Dobbie said he would not support this item because he feels the Road Impact Fee was a fair fee and puts the cost where the damage is occurring.

Council tabled Item 21 to the April 21, 2010 Agenda.

**22. APPROVAL OF CONSULTANT SERVICE AGREEMENT FOR HIGH SPEED RAIL GOVERNMENT AFFAIR SERVICE WITH CAPITOL ADVOCATES FOR AN AMOUNT NOT TO EXCEED \$20,000.00**

**Report:** City Manager Jerry Gruber

**Recommendation:** Approve Consultant Services Agreement for High Speed Rail Government Affairs Services with Capitol Advocates

Council Member Carlson said he felt the scope of work should include that Atherton may wish to consult or ask for a specific task and if so it should be kept confidential from any other clients. Council Member Lewis concurred with Carlson.

Mayor McKeithen said Rail Committee member Julie Quinlan requested additional language that to the extent Atherton has Capitol Advocates do something for the Town and no other client she wanted to make sure it either remains confidential or that the Town say it is ok to share the information.

Vice Mayor Dobbie said the Consultant has several more Republican contacts than Democratic contacts and was not sure if this is the right consultant for Atherton.

Jack Ringham, Rail Committee member, expressed his reservations for approving this agreement because he felt it would be too difficult to find and measure the Consultant's accomplishments.

Mayor McKeithen clarified that the scope of services says that guiding principles shall be used by Consultant when advocating on behalf of the City, but the guiding principles are not included and should be clarified. McKeithen said Rail Committee member Jim Janz added the following language:

- 1 - Lobby and coordinate with educational, labor and business organizations to promote Town's concerns as directed by Atherton.
- 2 - Coordinate and promote complimentary goals between Atherton, Menlo Park and Palo Alto.

Mike McPherson, Atherton resident, said it is very important to stay on the same level as Menlo Park and Palo Alto because Atherton would not speak as loudly if not combined with its neighbors.

William Grindley, Atherton resident, suggested one member of the Rail Committee should stay on the Consultant's case and make sure he is doing what he is charged to do.

**MOTION by Carlson, second by Marsala to approve Consultant Services Agreement for High Speed Rail Government Affairs Services with Capitol Advocates. The motion passed.**

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

**23. ADOPTION OF RESOLUTION 10-16 APPROVING UPDATE OF THE TOWN'S CONFLICT OF INTEREST CODE AND APPENDIX "A" DESIGNATING POSITIONS IN THE CONFLICT OF INTEREST CODE**

**Report:** Deputy City Clerk Theresa DellaSanta

**Recommendation:** Adopt Resolution No. 10-16 approving Appendix "A" dated March 2010, which updated the designated positions disclosure categories in the Conflict of Interest Code

**MOTION by Marsala, second by Carlson to Adopt Resolution No. 10-16 approving Appendix "A" dated March 2010, which updated the designated positions disclosure categories in the Conflict of Interest Code. The motion passed.**

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

**24. APPROVE A LETTER TO THE PENINSULA JOINT POWERS BOARD REGARDING THE CALTRAIN ELECTRIFICATION FINAL ENVIRONMENTAL ASSESSMENT/ENVIRONMENTAL IMPACT REPORT (EA/EIR)**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Approve a letter to the Peninsula Joint Powers Board (JPB) regarding the Caltrain Electrification Final Environmental Assessment/Environmental Impact Report (EA/EIR)

Jack Ringham, Rail Committee member, said he just received a copy of a letter from Caltrans to the Town announcing that at an April 1 Joint Powers Board meeting they will certify and adopt the electrification EIR which means there would be no public comment and, if this letter is approved, they will not have to pay any attention to it. Ringham suggested the Town send a letter opposing certification due to the fact that six years have elapsed since the draft EIR was published, responses to the EIR were not available for review until September of 2009 and as of March 17 the final electrification EA/EIR has not been made available to the public.

Council Member Carlson suggested Ringham work with Public Works Director Jones to draft a new letter. Ringham added that it may need legal review to protect the Town against future claims if Caltrans does decide to certify the EIR.

City Attorney Furth said whatever the Town objects to should be included in that letter for a record.

**MOTION by Carlson, second by Lewis to approve the letter to the Peninsula Joint Powers Board (JPB) regarding the Caltrain Electrification Final Environmental Assessment/Environmental Impact Report (EA/EIR) as written and direct staff to write a new letter opposing certification. The motion passed.**

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

**27. AWARD A PURCHASE ORDER TO SERRAMONTE FORD IN THE AMOUNT OF \$45,209.95 FOR THE PURCHASE OF ONE FORD F-350 UTILITY BODY PICK-UP TRUCK**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Authorize the purchase of one Ford F-350 utility body pick-up truck from Serramonte Ford for a cost of \$45,209.95

City Manager Gruber clarified that the extra \$20,000 is for the bed and associated tool boxes to go with the truck. Gruber said Staff originally intended to buy a new dump truck which Council approved funding for, but it is very difficult to find a used dump truck that meets government emissions standards. While Public Works was searching for a dump truck their service vehicle was in an accident and totaled. Gruber said he suggested that Public Works request funds be reallocated to get their totaled service vehicle back into fleet operations.

Vice Mayor Dobbie questioned, with Town's current cash position, why Staff is not considering repairing the vehicle and if it were hit by another car why isn't their insurance covering it.

Public Works Director Jones said the truck is totaled and would cost far more than what it would be worth after it was repaired. Jones added that the truck was scheduled for replacement for next year.

Jones concluded that the truck was used every day by Public Works and our crews are struggling to get by without the truck.

Mayor McKeithen asked if Public Works will still come forward for another \$75,000 for a dump truck next year. Jones said he may be able to squeeze another year out of the dump truck.

McKeithen asked that given the financial position of the Town does the vehicle need all the added utilities. Jones said this is the equipment Redwood City recommends having on the service vehicles. Jones concluded that the tools need to be locked up at all times because people have taken the tools off the truck before.

Council Member Marsala felt Council should move ahead with this purchase because there comes a point when the useful life of the vehicle starts to fall apart. Marsala suggested having confidence in Staff to do their analysis.

Council Member Carlson asked Gruber if he is confident in Jones decisions. Gruber said yes.

**MOTION by Carlson, second by Marsala to authorize the purchase of one Ford F-350 utility body pick-up truck from Serramonte Ford for a cost of \$45,209.95. The motion passed.**

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

**40.      COUNCIL REPORTS**

Mayor McKeithen clarified a statement made at the February 2010 meeting with regard to the Victoria and Hoover traffic study.

**41.      FUTURE AGENDA ITEMS**

**COLLEAGUES MEMO TO ADD ADMINISTRATIVE CITATION ORDINANCE TO APRIL 21, 2010 CITY COUNCIL AGENDA**

**Report:** Mayor McKeithen and Vice Mayor Dobbie

City Attorney Furth said that if this is added to the April Agenda it would be brought back as a first reading.

**MOTION by McKeithen, second by Dobbie to add Administrative Citation Ordinance to the April 21, 2010 City Council Agenda. The motion passed.**

Ayes: 3      Nays: 2 (Marsala, Lewis)      Abstain: 0      Absent: 0

**MOTION by Lewis, second by Carlson to add revisions to the Towns general fund reserve policy to the April Agenda. The motion passed.**

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

**42.      PUBLIC COMMENTS**

None.

**43. ADJOURN**

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

Mayor McKeithen adjourned the meeting at 12:49 a.m.

**Respectfully submitted,**

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**Theresa DellaSanta  
Deputy City Clerk**



**DRAFT MINUTES**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL DRAINAGE**  
**DISTRICT**  
**March 26, 2010**  
**2:00 P.M.**  
**Meeting Room**  
**Council Chambers**  
94 Ashfield Road  
Atherton, California  
**Special Meeting**

**ROLL CALL**      **Lewis, Dobbie, Marsala, McKeithen, Carlson**

Council Members Lewis, Carlson and Marsala were not present. The meeting was adjourned due to lack of a quorum.

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

**PUBLIC COMMENTS**

**REGULAR AGENDA**

**A.      ALLEGED IMPROPER OFFICIAL CONDUCT AND ALLEGATIONS THAT  
         COUNCIL MEMBER MARSALA IS NOT A RESIDENT OF THE TOWN**

**ADJOURN**

Mayor McKeithen adjourned the meeting at 2:10 p.m.

**Respectfully submitted,**

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**Theresa DellaSanta**  
**Deputy City Clerk**



**Draft Minutes**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL DRAINAGE**  
**DISTRICT**  
**April 7, 2010**  
**6:00 P.M.**  
**Council Chambers**  
94 Ashfield Road  
Atherton, California  
**Special Meeting**

**ROLL CALL**      **Lewis, Dobbie, Marsala, McKeithen, Carlson**

**PUBLIC COMMENTS**

Jim Massey, Atherton resident, stated the Town is in trouble and its finances are out of control. Massey said the City Attorney found no wrongdoing with Council Member Marsala and suggested Council move on to the real issues.

Mayor McKeithen read a statement, for the record, sent to her by former Atherton resident Carol Smith.

**REGULAR AGENDA**

**A.      ALLEGED IMPROPER OFFICIAL CONDUCT AND ALLEGATIONS**  
**THAT COUNCIL MEMBER MARSALA IS NOT A RESIDENT OF THE**  
**TOWN**

City Attorney Furth summarized her staff report on the legal analysis of implications of Council Member Marsala requesting financial assistance from an individual who was suing the Town and residency requirements for Council Members.

Mayor McKeithen asked why Council was not given any summaries of the detailed confidential memorandum distributed on March 26, 2010 which was distributed to the public. Furth said she doesn't give staff reports to Council for review before distribution. Furth said she created, for the public, a summary of her confidential report to Council. Furth concluded she can not discuss anything that is in a confidential memorandum because it is attorney-client privileged but can speak about the summarized public version of the report.

Mayor McKeithen asked who else was interviewed besides Council Member Marsala in the preparation of the City Attorney confidential and public reports and particularly why was Jon Buckheit not interviewed. Furth said she worked with the City Clerk in retrieving records. Furth added that this was a limited scope analysis of a stipulated set of facts and since the Town is currently in litigation with Mr. Buckheit Furth is not allowed to speak with him.

Mayor McKeithen asked how much it has cost the Town so far for research and preparation of the City Attorney memorandums regarding Council Member Marsala and why aren't some of the costs being borne by Council Member Marsala. Furth said when she prepared the memorandum she did it at the City Manager's direction and as the Town's General Counsel. Furth added that if any members of this City Council engage in conduct that violates the Political Reform Act or Government Code Section 1090 then, as General Counsel, she feels that the Town has been placed in jeopardy because it could mean that decisions made or contracts entered into by City Council are not valid. Furth concluded that as General Counsel for the Town the City Manager felt that this should be investigated.

Mayor McKeithen questioned why the complete confidential analysis of Council Member Marsala's conduct was not distributed to the public. Furth said it is the City Council and various City employees who are entitled to her confidential advice and when she prepares a confidential memorandum for City Council she may mix discussion of information that may be confidential because it pertains to litigation.

Council Member Lewis called for a point of order because she felt the City Attorney was being interrogated.

Mayor McKeithen asked to what extent can an individual refer to the confidential memorandum if that individual believes it is inconsistent with the public summary. Furth said it can not be referred to unless the City Council votes to allow it.

Council Member Marsala said at a Council meeting held on January 11, 2010 Mayor McKeithen questioned his residency under public comment. Marsala said after the meeting he went to the Mayor and explained to her that he had made a short term rental on his house and was renting from a friend in Atherton who would be out of Town for an extended period. Marsala said that shortly afterwards he was contacted by two news reporters, one of which stopped by his temporary home and confirmed he was living in Atherton. Marsala added that City Attorney Furth concluded that he legally met residency requirement to be on City Council. Marsala said his renters ended up needing his home for a longer period of time due to health issues and two more reporters stopped by to talk to his renters who confirmed that Marsala was living in Atherton.

Council Member Marsala said he bears no ill will towards Jonathan Buckheit and his vote against the Police review board was obviously a disappointment to Mr. Buckheit. In expressing his disappointment comments were made by Mr. Buckheit concerning a loan. Marsala said it has become public debate that is personally hurtful to him and those who do not look favorable at him have used the comment to exploit and discredit him. Marsala reiterated that he has no animosity towards Buckheit and he believes his views concerning a police board are sincere, and even though they disagree on the issue, he respects Mr. Buckheit's opinions and the fact that he has stepped forward to engage in dialogue on the issue. Marsala said if he had to do it all over again he probably would not discuss the possibility of a loan with Jon Buckheit. Marsala said he can not change what he did and added that he did nothing to interfere with his responsibility as a Council Member. Marsala said given the state of the economy it was tough to get a loan for his small business and approached Mr. Buckheit, whom he had a social relationship with, for possibilities of a loan; Mr. Buckheit indicated it is not something he could do but he could

forward the request to an individual he knew who may be able to help. Marsala said that Mr. Buckheit never gave him a loan or intended to do so and throughout the time of the loan request he did not view Mr. Buckheit in a position to end up suing the Town as he subsequently did.

Marsala said that in order to make full disclosure of the issue he gave the City Attorney all emails, text messages and everything in writing concerning his communications with Mr. Buckheit. Marsala said he also made himself available to the City Attorney for any questions she had concerning the loan request. City Attorney Furth made a determination that Marsala made no violation of any conflict of interest rules. Marsala concluded that if he is guilty of anything it is perhaps poor judgment, something each of us on City Council has had and their conduct should not be called into question as his has been today.

Vice Mayor Dobbie said he believes public officials have a duty to their residents to obey the law and behave in an ethical manner. Dobbie said as a result of the publicity surrounding Marsala there have been serious questions raised about his ethical behaviors. Dobbie said asking someone who has an adverse relationship with the Town is a serious breach of normally accepted standards for all elected officials.

Council Member Carlson thanked the City Attorney for her work on the analysis. Carlson, in referring to the March 26 special meeting, said to his knowledge the City Council has never gone forward with a meeting knowing full well that a quorum would not be present. Carlson had replied within 30 minutes that he had a prior commitment. Standard practice has been that the City Clerk contacts all Council Members to find a date that works for all. Carlson said he felt his integrity was questioned. Carlson said he respects his fellow Council Members and it disturbs him when that respect is not shown in return. Carlson concluded that he takes his job as a public official very serious, puts in a lot of hours, and has never missed a scheduled meeting because of vacation. To imply that he wasn't performing his duties to the best of his abilities is insulting and shows a lack of respect.

Council Member Lewis thanked the City Attorney for her detailed analysis. Lewis echoed Carlson's comments regarding the March 26<sup>th</sup> meeting. Lewis said the March 26 meeting was called against the City Attorney's advice and felt it was irresponsible and a complete misuse of power by the Mayor. Lewis said she had notified City staff a month prior that she would be out of Town on March 26<sup>th</sup>. Lewis suggested the Town's Code of Conduct be updated. Lewis stated the integrity of Council was called into question; they were not defended by the Mayor as being excused and to insinuate that she and other Council Members "boycotted" the meeting is insulting. Lewis called for a motion to accept the City Attorney's legal opinion that Council Member Marsala did nothing wrong.

Mayor McKeithen said she is aware the meeting was called on short notice and chose to still hold it in the event some Council Members may have a change of plans. McKeithen clarified that she called the meeting six days earlier but was told to wait for the City Attorney to complete her legal analysis on the situation. McKeithen said she and Vice Mayor Dobbie stayed to allow residents to speak out on any concerns related to the Town or its staff.

Mayor McKeithen opened up the meeting for public comment.

Jan Simons, Atherton resident, concurred with the Mayor. Simons said she feels the public deserves the full City Attorney analysis.

Melinda Tevis, Atherton resident, questioned why the Town is paying for three separate legal analyses from the City Attorney when the Town has such financial troubles.

Jon Buckheit, Atherton resident, said he bares no ill will towards Council Member Marsala. Buckheit questioned whether the City Attorney could effectively determine the fault of a member of the body responsible for signing her checks. He questioned how a Council Member can accept donations from a Police Union and then decide there is no compelling reason for police oversight. Buckheit asked, could either situation be deemed a conflict of interest? Buckheit concluded that the City Attorney is paid by tax dollars and is in effect here to represent the residents and that he was never contacted or interviewed in regards to the loan and has no idea if the information given to the City Attorney by Council Member Marsala is true.

Lia Meyer, Atherton resident, said she has always viewed Council Member Marsala as honest, ethical and prompt with his advice.

John Ruggeiro, Atherton resident, called for Council Member Marsala to update his residence address in the Town's roster.

John Johns said his lawsuit is widely publicized and he is grateful for the recognition of his service the Town Council is giving him. Johns said Furth's report was an analysis and not an investigation and it did not address any potential violations of Federal law. Johns said he believes Marsala has abused the public trust and Johns will give his written concerns to Council.

Gene Elsbrey, Atherton resident, said it is not 100% clear where Council Member Marsala resides. Elsbrey called for Council Member Marsala to resign.

Peter Gung, Burlingame resident, always thought good things about Marsala and said he was disappointed at all of the finger pointing. Gung asked that Council reconsider the thoughts and images that have been created as a result of the negative publicity.

Joan Solari, said regardless of whether Marsala broke the rules or not there are a huge number of Athertonians here tonight to let Council know they do not feel good about what has gone on. Solari requested that Marsala step down from Council.

Joe Lewis, Atherton resident and husband of Council Member Lewis, said he lives down the street from Charles Marsala and views him as an honorable and loyal citizen of Atherton. Lewis confirmed that Marsala lives in Atherton. Lewis said John Johns wrote attacking comments about how his home was built and as soon as Elizabeth Lewis decided to run for Council Johns began attacking them and he felt it was politically motivated.

Randy Lamb, Atherton resident, said this meeting is just Atherton politics as usual. Lamb felt the March 26 meeting was held inappropriately and wondered if it was really about politics or perceptions. Lamb concluded that Marsala has voted courageously several times when he was the stand alone vote and he respects Marsala for doing so.

Valerie Gardner, Atherton resident and EPC Committee member, said this is a very interesting time and several residents are here to express rage and disappointment for their concern about Council Member Marsala when he has spent years trying to do things for the benefit of the residents. Gardner concluded that there are serious environmental catastrophes for our community and we are wasting time worrying about Council Member Marsala.

Jean Schaaf, Atherton resident, said Council Member Marsala has spent several years on Council and at times has personally helped her and at other times has personally harmed her when she was Chair of the Arts Committee.

Gene Lense, Menlo Park resident, wondered if this is really all Council has to fret about. Lense said the politics has taken over and run amuck.

Jeff Wise, Atherton resident, agreed with residents who say this is an embarrassment. Wise said he has agreed and disagreed with all Council Members on different occasions but respects the amount of time each of them devote to the position. Wise said Council has done an “abysmal” job on interacting with each other and working for the common good. Wise said he accepts Marsala at his word and felt the Town should move on to more important issues.

Rex Dwyer, Palo Alto resident, thanked Council Member Marsala allowing the use of his home for a benefit which raised funds to help at-risk youth go to a summer camp.

Kathy Janz, Atherton resident, said while she respects the members of this Council she has never witnessed these problems in any other City she has lived. Janz urged bringing in a professional facilitator to help stop the divisiveness of Council.

Virginia Ruggeiro, Atherton resident, said she and her husband have attended meetings all their lives and in regards to the March 26<sup>th</sup> meeting people gave up their days and free time to attend and were spurned because a meeting was not held.

Frank Merrill, Atherton resident, echoed Valerie Gardner’s statements.

Mayor McKeithen closed the public comment.

Council Member Carlson said he believes Council Member Marsala created controversy. Carlson said he has questioned Marsala’s judgment in some cases and there have been times when Marsala was right and Carlson was wrong. Carlson suggested Council be more forthright in the future so the City Attorney is not blindsided by certain issues. Carlson believed City Attorney Furth has analyzed the situation satisfactorily. He added that he would like to see the same energy and passion towards issues like High Speed Rail. Carlson concluded that it is time to move on and he hopes Council will strive to be respectful to each and move forward in one direction in order to make progress this year.

Council Member Lewis said Council was blindsided at their very first meeting of the year when Mayor McKeithen publicly accused Council Member Marsala about not being an Atherton resident. Lewis felt it was done to discredit Marsala. Lewis added that if she were the Mayor, as

the leader of Council she would have spoke to Council Member Marsala privately to question if the rumor was accurate. Lewis stated that after the 4-1 vote against the proposal for police oversight Buckheit was upset and lashed out. Lewis said that although it was wrong for Marsala to ask Buckheit for a loan; it was obvious that if Marsala had been a “pawn” for Mr. Buckheit to vote yes for the police oversight then Marsala would have done so. Lewis stated that Marsala voted in good conscience and did not vote in retribution against Mr. Buckheit nor did he vote in favor to garner Mr. Buckheit’s silence about the loan. Lewis concluded that the issue should have been handled in a respectable way and she is embarrassed to sit on this Council.

Vice Mayor Dobbie said he received numerous phone calls and emails suggesting a special meeting on the unethical behavior of Council Member Marsala. Dobbie said the March 26<sup>th</sup> meeting was called in response to an outcry and felt he has a duty to the Town residents.

Council Member Marsala agreed with Carlson that the Town needs to become more engaged in the issue of High Speed Rail. Marsala felt as Council moves forward an Agenda item should be approved by a majority of Council. Marsala read a letter for the record from his current tenants. Marsala concluded that he hopes Council can move on and work together as a team.

Mayor McKeithen said she has been elected to Council three times and has a duty to serve the residents and will continue to do so and remain true. McKeithen said she believes this issue should be investigated further. McKeithen said she did not bring the issue up in January for any political purposes. It was clear the Town was engaged in active litigation when Council Member Marsala requested the loan and he should have known. McKeithen questioned how we know whether or not Marsala solicited loans from other individuals who were in litigations with the Town. McKeithen said there are laws that public officials have to obey and wondered what they mean to someone who passes off this issue.

**MOTION by Lewis, second by Carlson to agree that Council Member Marsala is and has been a legal resident of Atherton and to accept the City Attorney’s report that Council Member Marsala did not violate any conflict of interest rules according to her report; not based on any additional information. The motion failed.**

Ayes: 2      Nays: 2 (McKeithen, Dobbie)      Abstain: Marsala      Absent: 0

**ADJOURN**

**MOTION by Carlson, second by Lewis to adjourn the meeting. The motion passed.**

Mayor McKeithen adjourned the meeting at 8:10 p.m.

**Respectfully submitted,**

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**Theresa DellaSanta**  
Deputy City Clerk

**TOWN OF ATHERTON**  
**CLAIMS LIST MARCH 2010**

		Amt
Payroll Checks #	6 - 17	\$ 4,443
Direct Deposit - Payroll		272,913
Electronic Transfer - A/P & Payroll		82,074
A/P Checks #	30047 – 30712 Comerica	318,840
A/P Checks #	10012 – 10146 Wells Fargo	425,886
	March 2010 Total	\$1,104,156

I, Jerome D. Gruber, City Manager of the Town of Atherton, do hereby certify under penalty of perjury that the demands listed above, check numbers 6-17 (payroll), 30047-30712 and 10012-10146 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,104,156 are true and correct, and that there are sufficient funds for payment.

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Jerome D. Gruber  
City Manager

The above claims, check numbers 6-17 (payroll), 30047-30712 and 10012-10146 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,104,156 are true and correct, and are authorized for payment.

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Kathy McKeithen  
Mayor, Town of Atherton

**SOURCE OF FUNDS**

101	General Fund	\$ 764,884
105	Tennis	2,057
201	Special Parcel Tax	70,406
213	Library	535
401	GF Projects	224,841
403	Atherton Channel Drainage District	20,831
614	Worker's Comp. Insurance	8,437
615	General Liability	7,443
616	Employee Benefits	3,972
715	Evans Estate	750
	TOTAL	\$ 1,104,156

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030047	03/05/10	(A) ALARM SPECIALISTS	03/03/10	30204	Finance	Business Licens	25.00	30204
						Check Totals	25.00	
030048	03/05/10	5 STAR POOL INC.	03/02/10	20001	Finance	Business Licens	25.00	20001
						Check Totals	25.00	
030049	03/05/10	A QUALITY PLUMBING & ELECTR	03/02/10	30076	Finance	Business Licens	25.00	30076
						Check Totals	25.00	
030050	03/05/10	A & B ROOFING, INC.	03/02/10	20002	Finance	Business Licens	50.00	20002
						Check Totals	50.00	
030051	03/05/10	A & D AUTOMATIC GATE COM	03/03/10	3578	Finance	Business Licens	25.00	3578
						Check Totals	25.00	
030052	03/05/10	A-1 HAULING	03/02/10	30071	Finance	Business Licens	25.00	30071
						Check Totals	25.00	
030053	03/05/10	A-A LOCK & ALARM INC	03/03/10	3506	Finance	Business Licens	25.00	3506
						Check Totals	25.00	
030054	03/05/10	A-A LOCK & ALARM INC	02/22/10	2361	DPW - Street Mainten	Construction Ma	192.72	PADLOCKS
						Check Totals	192.72	
030055	03/05/10	A-A-A RENTALS INC	02/23/10	522050	DPW - Street Mainten	Gas & Oil	47.98	CHAINSAW / OIL
						Check Totals	47.98	
030056	03/05/10	AA/ACME LOCKSMITHS INC	03/02/10	30105	Finance	Business Licens	25.00	30105

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030057	03/05/10	ABLE TOWING	03/04/10	9914	Finance	Check Totals	25.00	
						Business Licens	25.00	9914
						Check Totals	25.00	
030058	03/05/10	ABRIL ROOFING INC	03/03/10	30216	Finance	Business Licens	25.00	30216
						Check Totals	25.00	
030059	03/05/10	ACCOUNTEMPS FILE 73484	02/23/10	30730503	Finance	Other Contract	411.72	ACCOUNTANT D.SANGHVI 02/19/09
						Check Totals	411.72	
030060	03/05/10	ACME HOME ELEVATOR, INC	03/04/10	30077	Finance	Business Licens	25.00	30077
						Check Totals	25.00	
030061	03/05/10	ADAMS TILE & PLASTER EARL A	03/03/10	3571	Finance	Business Licens	25.00	3571
						Check Totals	25.00	
030062	03/05/10	ADANAC FIRE PROTECTION INC.	03/02/10	20006	Finance	Business Licens	50.00	20006
						Check Totals	50.00	
030063	03/05/10	ADORNO CONSTRUCTION INC	03/03/10	5073	Finance	Business Licens	25.00	5073
						Check Totals	25.00	
030064	03/05/10	ADT SECURITY SERVICES IN	03/03/10	3634	Finance	Business Licens	25.00	3634
						Check Totals	25.00	
030065	03/05/10	ADVANCED TREE CARE	03/03/10	30183	Finance	Business Licens	25.00	30183
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030066	03/05/10	ADVANCED AUTOMATIC GATES	03/03/10	30319	Finance	Business Licens	25.00	30319
						Check Totals	25.00	
030067	03/05/10	AEGIS TIRE SYSTEMS INC	03/03/10	30333	Finance	Business Licens	25.00	30333
						Check Totals	25.00	
030068	03/05/10	AFFORDABLE WATER HEATERS &	03/04/10	20008	Finance	Business Licens	25.00	20008
						Check Totals	25.00	
030069	03/05/10	AFLAC ATTN: REMITTANCE PROC	02/15/10	997102ER	Finance	Cafeteria Insur	10.00	L.HO, M.COLLIAU 02/01-02/28/10
					Police	Cafeteria Insur	25.00	D.DUNPHY, M.GUERRA, B.MILLS, K.NICHOLS, S.PA
					DPW - Engineering	Cafeteria Insur	5.00	T.HENDERSON 02/01-02/28/10
					City Manager	Cafeteria Insur	5.00	E.WILKERSON 02/01-02/28/10
						Check Totals	45.00	
030070	03/05/10	AGUILAR & SONS	03/03/10	5600	Finance	Business Licens	25.00	5600
						Check Totals	25.00	
030071	03/05/10	ALAIN PINEL REALTORS	03/03/10	4054	Finance	Business Licens	25.00	4054
						Check Totals	25.00	
030072	03/05/10	ALAIN PINEL REALTORS	03/03/10	4392	Finance	Business Licens	25.00	4392
						Check Totals	25.00	
030073	03/05/10	ALAIN PINEL REALTORS	03/03/10	4484	Finance	Business Licens	25.00	4484
						Check Totals	25.00	
030074	03/05/10	ALAIN PINEL REALTORS, INC	03/04/10	9934	Finance	Business Licens	25.00	9934
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030075	03/05/10	ALAN HYNES CONSTRUCTION	03/04/10	9577	Finance	Business Licens	50.00	9577
						Check Totals	50.00	
030076	03/05/10	ALANIZ CONSTRUCTION	03/03/10	4498	Finance	Business Licens	25.00	4498
						Check Totals	25.00	
030077	03/05/10	ALARM SERVICE INTERNATIONAL	03/03/10	6358	Finance	Business Licens	25.00	6358
						Check Totals	25.00	
030078	03/05/10	JOSEPH J. ALBANESE INC	03/03/10	6507	Finance	Business Licens	25.00	6507
						Check Totals	25.00	
030079	03/05/10	ALCANTAR STEEL INC	03/02/10	30098	Finance	Business Licens	25.00	30098
						Check Totals	25.00	
030080	03/05/10	ALDEN HOUSE	03/03/10	30180	Finance	Business Licens	25.00	30180
						Check Totals	25.00	
030081	03/05/10	ALHAMBRA & SIERRA SPRINGS	02/10/10	4981709/02-1	Police	DISASTER/EMERGE	147.63	WATER, P.D. FEB 2010
						Check Totals	147.63	
030082	03/05/10	ALL FENCE CO INC	03/03/10	30334	Finance	Business Licens	25.00	30334
						Check Totals	25.00	
030083	03/05/10	ALLEN DRYWALL & ASSOCIATES	03/03/10	3579	Finance	Business Licens	25.00	3579
						Check Totals	25.00	
030084	03/05/10	ALLIANCE SECURITY & TECHNOL	03/04/10	99871	Finance	Business Licens	25.00	9981

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030085	03/05/10	ALLIANCE CONSTRUCTION	03/02/10	20010	Finance	Business Licens	50.00	20010
						Check Totals	50.00	
030086	03/05/10	ALLIED SECURITY ALARMS	03/03/10	3831	Finance	Business Licens	25.00	3831
						Check Totals	25.00	
030087	03/05/10	ALPHA ROOFING CO	03/03/10	30317	Finance	Business Licens	25.00	30317
						Check Totals	25.00	
030088	03/05/10	ALPINE CONSTRUCTION	03/02/10	20011	Finance	Business Licens	25.00	20011
						Check Totals	25.00	
030089	03/05/10	ALS FIRE PROTECTION INC	03/02/10	20012	Finance	Business Licens	25.00	20012
						Check Totals	25.00	
030090	03/05/10	AM DRYWALL INC	03/03/10	30240	Finance	Business Licens	25.00	30240
						Check Totals	25.00	
030091	03/05/10	AMATEL INC	03/03/10	30298	Finance	Business Licens	25.00	30298
						Check Totals	25.00	
030092	03/05/10	AMERICAN EAGLE ROOFING & SH	03/03/10	30206	Finance	Business Licens	25.00	30206
						Check Totals	25.00	
030093	03/05/10	AMERICAN ROOF SYSTEMS INC	03/03/10	30296	Finance	Business Licens	25.00	30296
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030094	03/05/10	AMERICAN HEATIN SYSTEMS	03/03/10	30321	Finance	Business Licens	25.00	30321
						Check Totals	25.00	
030095	03/05/10	AMERICAN ASPHALT	03/03/10	6680	Finance	Business Licens	25.00	6680
						Check Totals	25.00	
030096	03/05/10	AMERICAN STEEL & STAIRWAY I	03/02/10	20013	Finance	Business Licens	25.00	20013
						Check Totals	25.00	
030097	03/05/10	AMS SECURITY SYSTEMS	03/03/10	30310	Finance	Business Licens	25.00	30310
						Check Totals	25.00	
030098	03/05/10	AMAGNOSTOU PROPERTIES INC.	03/04/10	30208	Finance	Business Licens	25.00	30208
						Check Totals	25.00	
030099	03/05/10	ANCHOR ALARM COMPANY	03/03/10	5127	Finance	Business Licens	25.00	5127
						Check Totals	25.00	
030100	03/05/10	ANDERSON GROUP INTERNATIONAL	03/02/10	30019	Finance	Business Licens	25.00	30019
						Check Totals	25.00	
030101	03/05/10	STEPHEN ANDREWS CONST	03/02/10	30040	Finance	Business Licens	25.00	30040
						Check Totals	25.00	
030102	03/05/10	ANYTIME WELDING INC	03/03/10	30171	Finance	Business Licens	25.00	30171
						Check Totals	25.00	
030103	03/05/10	ANZA ENGINEERING CORP	03/03/10	4673	Finance	Business Licens	25.00	4673

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030104	03/05/10	AQUA SYSTEMS PLUMBING	03/02/10	20015	Finance	Check Totals	25.00	
						Business Licens	25.00	20015
030105	03/05/10	ARBORICULTURAL SPECIALTIES	03/03/10	7005	Finance	Check Totals	25.00	
						Business Licens	25.00	7005
030106	03/05/10	ARBOR ELECTRICAL CO INC	03/03/10	4726	Finance	Check Totals	25.00	
						Business Licens	25.00	4726
030107	03/05/10	ARBORWELL INC	03/02/10	30106	Finance	Check Totals	25.00	
						Business Licens	25.00	30106
030108	03/05/10	ARCHBOLD ELECTRIC INC	03/03/10	30200	Finance	Check Totals	25.00	
						Business Licens	25.00	30200
030109	03/05/10	ARS RESCUE ROOTER	03/02/10	30104	Finance	Check Totals	25.00	
						Business Licens	25.00	30104
030110	03/05/10	ART TILE CO	03/02/10	30088	Finance	Check Totals	25.00	
						Business Licens	25.00	30088
030111	03/05/10	ART'S FINISHING LLC	03/03/10	30330	Finance	Check Totals	25.00	
						Business Licens	25.00	30330
030112	03/05/10	ARTISTIC LIGHTING & ELECTRI	03/04/10	4752	Finance	Check Totals	25.00	
						Business Licens	25.00	4752
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030113	03/05/10	ASIAN ORNAMENTAL IRON	03/03/10	5373	Finance	Business Licens	25.00	5373
						Check Totals	25.00	
030114	03/05/10	ASPLUNDH TREE EXPERT CO	03/03/10	5340	Finance	Business Licens	25.00	5340
						Check Totals	25.00	
030115	03/05/10	ATHERTON BUILDERS INC	03/03/10	30246	Finance	Business Licens	25.00	30246
						Check Totals	25.00	
030116	03/05/10	ATHERTON WINE IMPORTS	03/04/10	8979	Finance	Business Licens	25.00	8979
						Check Totals	25.00	
030117	03/05/10	ATLAS TRILLO HVAC	03/02/10	20017	Finance	Business Licens	25.00	20017
						Check Totals	25.00	
030118	03/05/10	ATMAR LANDSCAPE SERVICES IN	03/02/10	20018	Finance	Business Licens	25.00	20018
						Check Totals	25.00	
030119	03/05/10	ATS INTEGRATION INC	03/02/10	20019	Finance	Business Licens	50.00	20019
						Check Totals	50.00	
030120	03/05/10	AUTOGRAPH PAINTING	03/03/10	30230	Finance	Business Licens	25.00	30230
						Check Totals	25.00	
030121	03/05/10	AUTOMATION SPECIALISTS CO	03/04/10	30318	Finance	Business Licens	25.00	30318
						Check Totals	25.00	
030122	03/05/10	AVANT CANYON GROUP	03/03/10	30299	Finance	Business Licens	25.00	30299

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030123	03/05/10	AVLOCK	03/03/10	30210	Finance	Business Licens	25.00	30210
						Check Totals	25.00	
030124	03/05/10	BANDIT EXCAVATION INC	03/03/10	30258	Finance	Business Licens	25.00	30258
						Check Totals	25.00	
030125	03/05/10	BANNING TREE SERVICE	03/03/10	7155	Finance	Business Licens	25.00	7155
						Check Totals	25.00	
030126	03/05/10	BARTLETT TREE EXPERTS	03/03/10	5282	Finance	Business Licens	25.00	5282
						Check Totals	25.00	
030127	03/05/10	BAY AREA RE-ROOFING INC	03/02/10	30068	Finance	Business Licens	25.00	30068
						Check Totals	25.00	
030128	03/05/10	BAY ALARM COMPANY	03/03/10	3585	Finance	Business Licens	25.00	3585
						-Check Totals	25.00	
030129	03/05/10	BAY AREA CONCRETE INC	03/03/10	4448	Finance	Business Licens	25.00	4448
						Check Totals	25.00	
030130	03/05/10	BAY AREA TREE COMPANY INC	03/04/10	9928	Finance	Business Licens	25.00	9928
						Check Totals	25.00	
030131	03/05/10	BAY AREA RE-ROOFING INC	03/04/10	20022	Finance	Business Licens	25.00	20022
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030132	03/05/10	BAYSIDE EQUIPMENT COMPANY	03/02/10	30063	Finance	Business Licens	25.00	30063
						Check Totals	25.00	
030133	03/05/10	BEING OF SERVICE INC	03/03/10	30181	Finance	Business Licens	25.00	30181
						Check Totals	25.00	
030134	03/05/10	BEL AIR ASBESTOS REMOVAL IN	03/02/10	30132	Finance	Business Licens	25.00	30132
						Check Totals	25.00	
030135	03/05/10	BELL PLUMBING OF SAN MATEO	03/04/10	9780	Finance	Business Licens	25.00	9780
						Check Totals	25.00	
030136	03/05/10	BELL/DIAMOND PLUMBING & HEA	02/23/10	42 SANTIAGO	DPW - Engineering	DPW Deposit Pay	2,500.00	REFUND ROAD BOND 42 SANTIAGO PERMIT #10-
						Check Totals	2,500.00	
030137	03/05/10	BEN'S R. DBA LANDSCAPING	03/04/10	9315	Finance	Business Licens	25.00	9315
030137	03/05/10	BEN'S R. DBA LANDSCAPING	03/04/10	9416	Finance	Business Licens	25.00	9416
						Check Totals	50.00	
030138	03/05/10	BENEDETTI & TURCHET CONCRET	03/02/10	30144	Finance	Business Licens	25.00	30144
						Check Totals	25.00	
030139	03/05/10	M J BETTENCOURT PLUMBING	03/03/10	30304	Finance	Business Licens	25.00	30304
						Check Totals	25.00	
030140	03/05/10	BRUCE BETTENCOURT PAINTING	03/02/10	30145	Finance	Business Licens	25.00	30145
						Check Totals	25.00	
030141	03/05/10	BFI WASTE SYSTEMS OF NORTH	03/03/10	5185	Finance	Business Licens	25.00	5185

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						Check Totals	25.00	
030142	03/05/10	BIG OAK HARDWOOD FLOOR CO	03/03/10	6198	Finance	Business Licens	25.00	6198
						Check Totals	25.00	
030143	03/05/10	BK BOBCAT	03/03/10	30173	Finance	Business Licens	25.00	30173
						Check Totals	25.00	
030144	03/05/10	BKF ENGINEERS	02/17/10	10020169	NON-DEPARTMENTAL	Contract Engine	16,002.93	CREEK STABILIZATION DESIGN SERVICES FOR
						Check Totals	16,002.93	
030145	03/05/10	BLACKTOP PAVING INC	03/02/10	20024	Finance	Business Licens	50.00	20024
						Check Totals	50.00	
030146	03/05/10	BLAZE FIREPLACES	03/03/10	5300	Finance	Business Licens	25.00	5300
						Check Totals	25.00	
030147	03/05/10	BLOSSOM VALLEY CONSTRUCTION	03/03/10	30290	Finance	Business Licens	25.00	30290
						Check Totals	25.00	
030148	03/05/10	BLUE WATER POOLS	03/02/10	30107	Finance	Business Licens	25.00	30107
						Check Totals	25.00	
030149	03/05/10	BLUE PLANET GREEN POWER	03/03/10	30273	Finance	Business Licens	25.00	30273
						Check Totals	25.00	
030150	03/05/10	BLUE SPRUCE LANDSCAPE	03/04/10	9027	Finance	Business Licens	25.00	9027
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030151	03/05/10	BOB'S GARDENING SERVICE	03/03/10	7525	Finance	Business Licens	25.00	7525
						Check Totals	25.00	
030152	03/05/10	G. BORTOLOTTO & CO	03/02/10	20059	Finance	Business Licens	50.00	20059
						Check Totals	50.00	
030153	03/05/10	BOTHWELL CONSTRUCTION CORP	03/03/10	30243	Finance	Business Licens	25.00	30243
						Check Totals	25.00	
030154	03/05/10	BRADY AIR CONDITIONING INC	03/03/10	5046	Finance	Business Licens	25.00	5046
						Check Totals	25.00	
030155	03/05/10	BRAGATO CONSTRUCTION CO., I	03/03/10	6491	Finance	Business Licens	25.00	6491
						Check Totals	25.00	
030156	03/05/10	BRALLIER FINE WOODWORKING	03/03/10	30231	Finance	Business Licens	25.00	30231
						Check Totals	25.00	
030157	03/05/10	BRIDGE STREET ADVISORS LLC	03/02/10	30142	Finance	Business Licens	25.00	30142
						Check Totals	25.00	
030158	03/05/10	BRIDGE STREET SECURITIES LL	03/02/10	30142	Finance	Business Licens	25.00	30142
						Check Totals	25.00	
030159	03/05/10	BRITANNIA INC.	03/02/10	20027	Finance	Business Licens	25.00	20027
						Check Totals	25.00	
030160	03/05/10	M BROWN CONSTRUCTION	03/03/10	30214	Finance	Business Licens	25.00	30214

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030161	03/05/10	BILL BROWN CONSTRUCTION CO	03/04/10	9967	Finance	Check Totals	25.00	
						Business Licens	25.00	9967
						Check Totals	25.00	
030162	03/05/10	BROWN'S ROOFING INC	03/02/10	20028	Finance	Business Licens	25.00	20028
						Check Totals	25.00	
030163	03/05/10	BROWN, VANCE INC	03/04/10	20134	Finance	Business Licens	25.00	20134
						Check Totals	25.00	
030164	03/05/10	BRUCE MECHANICAL, INC	03/04/10	9740	Finance	Business Licens	25.00	9740
						Check Totals	25.00	
030165	03/05/10	BRUNDAGE BUILDERS	03/02/10	30001	Finance	Business Licens	25.00	30001
						Check Totals	25.00	
030166	03/05/10	BUD'S DRILLING SERVICE	03/03/10	30267	Finance	Business Licens	25.00	30267
						Check Totals	25.00	
030167	03/05/10	BUILD BIG INC	03/03/10	30169	Finance	Business Licens	25.00	30169
						Check Totals	25.00	
030168	03/05/10	BURKETT'S POOL PLASTERING	03/02/10	30126	Finance	Business Licens	25.00	30126
						Check Totals	25.00	
030169	03/05/10	BURLINGAME PLASTERING & STU	03/03/10	30283	Finance	Business Licens	25.00	30283
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts.	Detail Description
030170	03/05/10	C & J ROOFING COMPANY INC	03/02/10	30108	Finance	Business Licens	25.00	30108
						Check Totals	25.00	
030171	03/05/10	CABRILLO PLUMBING	03/03/10	30288	Finance	Business Licens	25.00	30288
						Check Totals	25.00	
030172	03/05/10	CACCIA PLUMBING	03/03/10	7024	Finance	Business Licens	25.00	7024
						Check Totals	25.00	
030173	03/05/10	CACCI CONSTRUCTION, INC.	03/02/10	20029	Finance	Business Licens	50.00	20029
						Check Totals	50.00	
030174	03/05/10	CAL-BAY MARBLE INC	03/02/10	30150	Finance	Business Licens	25.00	30150
						Check Totals	25.00	
030175	03/05/10	CAL-PAC ROOFING SAN MATEO	03/03/10	3664	Finance	Business Licens	25.00	3664
						Check Totals	25.00	
030176	03/05/10	CALBIG	02/28/10	2010	Building	Membership/Dues	40.00	CALBIG MEMBERSHIP 01/01-12/31/10, M.WASM
						Check Totals	40.00	
030177	03/05/10	CALEDONIAN MASONRY	03/03/10	30224	Finance	Business Licens	25.00	30224
						Check Totals	25.00	
030178	03/05/10	CALIFORNIA SECURITY ALARMS	03/03/10	7371	Finance	Business Licens	25.00	7371
						Check Totals	25.00	
030179	03/05/10	CALIFORNIA TK ENTERPRISES I	03/02/10	1018	Finance	Business Licens	25.00	1018

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030180	03/05/10	CALVAC PAVING & SEALING	03/04/10	3615	Finance	Business Licens	25.00	3615
						Check Totals	25.00	
030181	03/05/10	CAMP CROSSE	03/02/10	20030	Finance	Business Licens	25.00	20030
						Check Totals	25.00	
030182	03/05/10	CANDERLE POOLS	03/03/10	30189	Finance	Business Licens	25.00	30189
						Check Totals	25.00	
030183	03/05/10	CARL HILL PLASTERING	03/03/10	30237	Finance	Business Licens	25.00	30237
						Check Totals	25.00	
030184	03/05/10	CARROLL CUSTOM HOMES INC	03/03/10	30193	Finance	Business Licens	25.00	30193
						Check Totals	25.00	
030185	03/05/10	CARTER CONSTRUCTION	03/02/10	20031	Finance	Business Licens	50.00	20031
						Check Totals	50.00	
030186	03/05/10	CASEY CONSTRUCTION, INC	03/02/10	20032	Finance	Business Licens	25.00	20032
030186	03/05/10	CASEY CONSTRUCTION, INC	12/31/09	636	NON-DEPARTMENTAL	Other Contract	1,600.26	CHANGE ORDER #1-REMOVE TREES IN SWALE AR
			12/31/09	627	NON-DEPARTMENTAL	Other Contract	1,928.45	CHANGE ORDER #2-ADDITIONAL EXCAVATION OF
			12/31/09	638	NON-DEPARTMENTAL	Other Contract	2,727.67	CHANGE ORDER #3-LOWER SANITARY SEMER
030186	03/05/10	CASEY CONSTRUCTION, INC	03/03/10	6601	Finance	Business Licens	25.00	6601
						Check Totals	6,306.38	
030187	03/05/10	CASHIN COMPANY INC	03/04/10	9376	Finance	Business Licens	25.00	9376
						Check Totals	25.00	

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 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030188	03/05/10	CB SHOWERS INC	03/03/10	30229	Finance	Business Licens	25.00	30229
						Check Totals	25.00	
030189	03/05/10	CD DATA	01/12/10	5192-1-2010	DPW - Engineering	Computer Softwa	701.44	SAN MATEO COUNTY-DATA & MAP DISC
						Check Totals	701.44	
030190	03/05/10	CENTRAL CAL CONSTRUCT	03/02/10	30020	Finance	Business Licens	25.00	30020
						Check Totals	25.00	
030191	03/05/10	CENTRAL SUPPLY CO	03/03/10	30335	Finance	Business Licens	25.00	30335
						Check Totals	25.00	
030192	03/05/10	CENTRAL CALIFORNIA INSULATI	03/04/10	8958	Finance	Business Licens	25.00	8958
						Check Totals	25.00	
030193	03/05/10	CENTURY ROOF & SOLAR	03/02/10	30091	Finance	Business Licens	25.00	30091
						Check Totals	25.00	
030194	03/05/10	CH BUSINESS SOLUTIONS	03/02/10	20034	Finance	Business Licens	50.00	20034
						Check Totals	50.00	
030195	03/05/10	CHASE & ARNOLD INC	03/03/10	30176	Finance	Business Licens	25.00	30176
						Check Totals	25.00	
030196	03/05/10	CHEN'S CONSTRUCTION	03/03/10	30205	Finance	Business Licens	25.00	30205
						Check Totals	25.00	
030197	03/05/10	CHESLER CONSTRUCTION	03/04/10	5663	Finance	Business Licens	50.00	5663

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	50.00	
030198	03/05/10	CHRISP COMPANY	03/03/10	30289	Finance	Business Licens	25.00	30289
						Check Totals	25.00	
030199	03/05/10	CIRTEK SEMICONDUCTOR, INC	03/02/10	20035	Finance	Business Licens	25.00	20035
						Check Totals	25.00	
030200	03/05/10	CITY ARBORIST	03/02/10	30090	Finance	Business Licens	25.00	30090
						Check Totals	25.00	
030201	03/05/10	CJ'S CONSULTING	03/02/10	30023	Finance	Business Licens	25.00	30023
						Check Totals	25.00	
030202	03/05/10	CLARK PEST CONTROL	02/19/10	9735903	DPW - Park Maintenance	Grounds Mainten	855.00	AG-WEED HP PARK FEB 10
						Check Totals	855.00	
030203	03/05/10	CLEAN SOLAR	03/02/10	30153	Finance	Business Licens	25.00	30153
						Check Totals	25.00	
030204	03/05/10	CLEAR EDGE POWER	03/03/10	30326	Finance	Business Licens	25.00	30326
						Check Totals	25.00	
030205	03/05/10	MC CLENAHAN CO. INC. S. P.	03/02/10	30033	Finance	Business Licens	25.00	30033
						Check Totals	25.00	
030206	03/05/10	CLP RESOURCES INC	03/03/10	30265	Finance	Business Licens	25.00	30265
						Check Totals	25.00	

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030207	03/05/10	COBALT POWER SYSTEMS	03/02/10	30109	Finance	Business Licens	25.00	30109
						Check Totals	25.00	
030208	03/05/10	COIT SERVICES INC.	03/03/10	5255	Finance	Business Licens	25.00	5255
						Check Totals	25.00	
030209	03/05/10	MARILYN COLLIAU	02/28/10	02.28.10	Finance	Office Supplies	19.65	2010 MONTHLY PLANNER
						Check Totals	19.65	
030210	03/05/10	COLLIER WAREHOUSE, INC.	03/02/10	30100	Finance	Business Licens	25.00	30100
						Check Totals	25.00	
030211	03/05/10	COLUMBELL CONST	03/03/10	30327	Finance	Business Licens	25.00	30327
						Check Totals	25.00	
030212	03/05/10	COMFORT ZONE MECHANICAL AIR	03/02/10	20036	Finance	Business Licens	50.00	20036
						Check Totals	50.00	
030213	03/05/10	COMMUNITY SAFETY SERVICES	03/02/10	30131	Finance	Business Licens	25.00	30131
						Check Totals	25.00	
030214	03/05/10	CONOLEY ELECTRIC	03/03/10	30225	Finance	Business Licens	25.00	30225
						Check Totals	25.00	
030215	03/05/10	CONSCAPES LANDSCAPE & CONCR	03/03/10	30221	Finance	Business Licens	25.00	30221
						Check Totals	25.00	
030216	03/05/10	CONTRACT SWEEPING SERVICES	02/28/10	INV100000199	DPW - Street Mainten	Street Sweeping	992.70	MONTHLY SWEEPING SERVICE FEB 2010

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	992.70	
030217	03/05/10	CONTRACTOR'S SCAFFOLD SUPPL	03/02/10	20037	Finance	Business Licens	25.00	20037
						Check Totals	25.00	
030218	03/05/10	CONTROLLED SYSTEMS OF CA	03/03/10	7006	Finance	Business Licens	25.00	7006
						Check Totals	25.00	
030219	03/05/10	COPPER GUTTER SERVICE	03/02/10	20038	Finance	Business Licens	37.50	20038
						Check Totals	37.50	
030220	03/05/10	COTTON, SHIRES & ASSOCIATES	02/17/10	23373	NON-DEPARTMENTAL	Contract Engine	3,987.95	GEO SERVICES PARK LANE AND POLHEMUS AVE
						Check Totals	3,987.95	
030221	03/05/10	CP MASONRY INC	03/02/10	30066	Finance	Business Licens	25.00	30066
						Check Totals	25.00	
030222	03/05/10	CR MARBLE & GRANITE INC	03/03/10	30322	Finance	Business Licens	25.00	30322
						Check Totals	25.00	
030223	03/05/10	CRAIGHEAD CONSTRUCTION	03/02/10	30154	Finance	Business Licens	25.00	30154
						Check Totals	25.00	
030224	03/05/10	CRAIGMILE CONSTRUCTION CO	03/03/10	6361	Finance	Business Licens	25.00	6361
						Check Totals	25.00	
030225	03/05/10	CREATIVE GATES INC	03/03/10	30315	Finance	Business Licens	25.00	30315
						Check Totals	25.00	

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030226	03/05/10	CREATIVE PLUMBING DESIGN, I	03/02/10	20040	Finance	Business Licens	25.00	20040
						Check Totals	25.00	
030227	03/05/10	CREATIVE HABITAT, INC	03/02/10	30002	Finance	Business Licens	25.00	30002
						Check Totals	25.00	
030228	03/05/10	CREEKSIDE LANDSCAPING	03/03/10	7226	Finance	Business Licens	25.00	7226
						Check Totals	25.00	
030229	03/05/10	CRITCHFIELD CONSTRUCTION	03/03/10	30207	Finance	Business Licens	25.00	30207
						Check Totals	25.00	
030230	03/05/10	CRW DEVELOPMENT INC	03/03/10	30291	Finance	Business Licens	25.00	30291
						Check Totals	25.00	
030231	03/05/10	CSG CONSULTANTS, INC.	02/22/10	017599	Non-Department	Code enforcemen	3,941.07	CODE ENFORCEMENT JAN 2010
						Check Totals	3,941.07	
030232	03/05/10	CUPERTINO ROOFING	03/03/10	30256	Finance	Business Licens	25.00	30256
						Check Totals	25.00	
030233	03/05/10	CUSTOM GATE	03/03/10	30293	Finance	Business Licens	25.00	30293
						Check Totals	25.00	
030234	03/05/10	CUSTOM HOMES OF WOODSIDE	03/03/10	30202	Finance	Business Licens	25.00	30202
						Check Totals	25.00	
030235	03/05/10	THE CZECH MAN TREE SERVICE	03/03/10	30282	Finance	Business Licens	25.00	30282

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030236	03/05/10	D CARLO PAINTING	03/02/10	20042	Finance	Business Licens	25.00	20042
						Check Totals	25.00	
030237	03/05/10	RJ DAILEY CONSTRUCTION	03/02/10	20108	Finance	Business Licens	50.00	20108
						Check Totals	50.00	
030238	03/05/10	DAILY JOURNAL CORPORATION	02/15/10	B1788362	City Manager	Advertising/Pub	119.91	NOTICE OF HEARING-AMEND MASTER FEE SCHED
						Check Totals	119.91	
030239	03/05/10	DALE PLUMBING INC	03/02/10	30070	Finance	Business Licens	25.00	30070
						Check Totals	25.00	
030240	03/05/10	DALEO INC	03/02/10	20041	Finance	Business Licens	25.00	20041
						Check Totals	25.00	
030241	03/05/10	DANIEL HERNANDEZ GARDENING	03/04/10	9628	Finance	Business Licens	25.00	9628
						Check Totals	25.00	
030242	03/05/10	DAVEY TREE EXPERT CO	03/03/10	5999	Finance	Business Licens	25.00	5999
						Check Totals	25.00	
030243	03/05/10	DEBONO CONSTRUCTION	03/02/10	30110	Finance	Business Licens	25.00	30110
						Check Totals	25.00	
030244	03/05/10	DEGREE HVAC	03/03/10	30199	Finance	Business Licens	25.00	30199
						Check Totals	25.00	

Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030245	03/05/10	DEL RIO ROOFING CO INC	03/03/10	30178	Finance	Business Licens	25.00	30178
						Check Totals	25.00	
030246	03/05/10	DEL RIO STONE INC	03/03/10	5751	Finance	Business Licens	25.00	5751
						Check Totals	25.00	
030247	03/05/10	DENNCO PLUMBING	03/02/10	30078	Finance	Business Licens	25.00	30078
						Check Totals	25.00	
030248	03/05/10	DENNY PLUMBING INC	03/03/10	3597	Finance	Business Licens	25.00	3597
						Check Totals	25.00	
030249	03/05/10	DEVLIN CONSTRUCTION COMPANY	03/02/10	20043	Finance	Business Licens	25.00	20043
						Check Totals	25.00	
030250	03/05/10	DG FLOOR COVERING INC	03/03/10	5345	Finance	Business Licens	25.00	5345
						Check Totals	25.00	
030251	03/05/10	DIABLOS TREE SERVICE INC	03/02/10	20044	Finance	Business Licens	25.00	20044
						Check Totals	25.00	
030252	03/05/10	DIAMOND CONTRACTORS ENTERPR	03/02/10	20045	Finance	Business Licens	25.00	20045
						Check Totals	25.00	
030253	03/05/10	DIAMOND CUT PLASTERING	03/03/10	30266	Finance	Business Licens	25.00	30266
						Check Totals	25.00	
030254	03/05/10	DIMMERS ELECTRIC INC	03/03/10	30297	Finance	Business Licens	25.00	30297

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030255	03/05/10	DISTINCTIVE FLOORING	03/03/10	30257	Finance	Business Licens	25.00	30257
						Check Totals	25.00	
030256	03/05/10	DISTINCTIVE WOODWORKING	03/03/10	3612	Finance	Business Licens	25.00	3612
						Check Totals	25.00	
030257	03/05/10	DJ BALLING CONSTRUCTION	03/02/10	30003	Finance	Business Licens	50.00	30003
						Check Totals	50.00	
030258	03/05/10	DJB CONSTRUCTION INC	03/02/10	30029	Finance	Business Licens	25.00	30029
						Check Totals	25.00	
030259	03/05/10	DOBKO CONSTRUCTION INC	03/02/10	20046	Finance	Business Licens	25.00	20046
						Check Totals	25.00	
030260	03/05/10	DOLEZAL TREE SURGERY INC	03/04/10	3553	Finance	Business Licens	25.00	3553
						Check Totals	25.00	
030261	03/05/10	DON LAKE PLUMBING	03/03/10	30217	Finance	Business Licens	25.00	30217
						Check Totals	25.00	
030262	03/05/10	DOUGLAS LANDSCAPE CONSTRUCT	03/03/10	30235	Finance	Business Licens	25.00	30235
						Check Totals	25.00	
030263	03/05/10	THE DOUGLASS COMPANY	03/03/10	6128	Finance	Business Licens	25.00	6128
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030264	03/05/10	DPR CONSTRUCTION INC	03/02/10	20047	Finance	Business Licens	50.00	20047
						Check Totals	50.00	
030265	03/05/10	DRAIN BUSTER'S PLUMBING	03/02/10	30072	Finance	Business Licens	25.00	30072
						Check Totals	25.00	
030266	03/05/10	DRS STAIRS INC	03/03/10	4963	Finance	Business Licens	25.00	4963
						Check Totals	25.00	
030267	03/05/10	DRUMMOND MASONRY	03/03/10	5302	Finance	Business Licens	25.00	5302
						Check Totals	25.00	
030268	03/05/10	DRUMMOND POOLS	03/02/10	30083	Finance	Business Licens	25.00	30083
						Check Totals	25.00	
030269	03/05/10	ANITA DUNTON INTERIORS	03/03/10	3729	Finance	Business Licens	25.00	3729
						Check Totals	25.00	
030270	03/05/10	DURA-FOAM INC	03/03/10	3604	Finance	Business Licens	25.00	3604
						Check Totals	25.00	
030271	03/05/10	DW HAUSSLER SPECIALTIES INC	03/02/10	30087	Finance	Business Licens	25.00	30087
						Check Totals	25.00	
030272	03/05/10	ECCO INC	03/02/10	30062	Finance	Business Licens	25.00	30062
						Check Totals	25.00	
030273	03/05/10	ECKCO ELECTRIC	03/02/10	30010	Finance	Business Licens	25.00	30010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030274	03/05/10	ECO-STRUCTION	03/03/10	30194	Finance	Check Totals	25.00	
						Business Licens	25.00	30194
030275	03/05/10	ECONO TREE SERVICE	03/03/10	3881	Finance	Check Totals	25.00	
						Business Licens	25.00	3881
030276	03/05/10	EDDIES CARPET SERVICE	03/03/10	7614	Finance	Check Totals	25.00	
						Business Licens	25.00	7614
030277	03/05/10	EJ PLUMBING	03/04/10	30287	Finance	Check Totals	25.00	
						Business Licens	25.00	30287
030278	03/05/10	EK CONSTRUCTION	03/02/10	20050	Finance	Check Totals	50.00	
						Business Licens	50.00	20050
030279	03/05/10	ELECTRIC ELEMENTS INC	03/02/10	30051	Finance	Check Totals	25.00	
						Business Licens	25.00	30051
030280	03/05/10	ELEGANT HARDWOOD FLOORS	03/03/10	30236	Finance	Check Totals	25.00	
						Business Licens	25.00	30236
030281	03/05/10	ELLISON'S TOWING	11/12/09	024952	Police	Equipment Maint	60.00	REPAIR FLAT TIRE UNIT #5
			12/09/09	025187	Police	Equipment Maint	55.00	DEAD BATTERY UNIT #5
030281	03/05/10	ELLISON'S TOWING	03/02/10	3687	Finance	Business Licens	25.00	3687
						Check Totals	140.00	
030282	03/05/10	ELV SYSTEMS	03/03/10	30270	Finance	Business Licens	25.00	30270

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Check#	Check Dt	Vendor Name	Inv Date	Inv#	Department	GL Account	Amounts	Detail Description
030283	03/05/10	EM ROOFING	03/03/10	30184	Finance	Check Totals	25.00	
						Business Licens	25.00	30184
030284	03/05/10	EMPLOYMENT DEVELOPMENT DEPT	02/09/10	944-0625-3/0	City Manager	Unemployment In	1,800.00	ENGLISH 10/1-12/31/09
					DPW - Park Program	Unemployment In	1,566.00	POYATOS 10/1-12/31/09
					Police	Unemployment In	398.00	SILAGI 10/1-12/31/09
					DPW - Park Maintenanc	Unemployment In	208.00	VALENCIA 10/1-12/31/09
						Check Totals	3,972.00	
030285	03/05/10	ENERGY ARTS INC	03/02/10	30011	Finance	Business Licens	25.00	30011
030286	03/05/10	THE ENERGY HOUSE	03/03/10	5222	Finance	Business Licens	25.00	5222
						Check Totals	25.00	
030287	03/05/10	EQ HEAVENLY HANDS LLC	03/03/10	30220	Finance	Business Licens	25.00	30220
						Check Totals	25.00	
030288	03/05/10	ERICKSON QUALITY TREE WORKS	03/03/10	3802	Finance	Business Licens	25.00	3802
						Check Totals	25.00	
030289	03/05/10	ESPINOZA POOL BUILDERS	03/02/10	20052	Finance	Business Licens	25.00	20052
						Check Totals	25.00	
030290	03/05/10	ETIENNE JORAJURIA	03/04/10	9621	Finance	Business Licens	25.00	9621
						Check Totals	25.00	
030291	03/05/10	EVANS WEST VALLEY SPRAY CO	03/03/10	3876	Finance	Business Licens	25.00	3876

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030292	03/05/10	EVENTS	03/02/10	30030	Finance	Check Totals	25.00	
						Business Licens	25.00	30030
030293	03/05/10	EVERGREEN DRYWALL	03/03/10	30247	Finance	Check Totals	25.00	
						Business Licens	25.00	30247
030294	03/05/10	EVERY BLOOMIN THING	03/02/10	30111	Finance	Check Totals	25.00	
						Business Licens	25.00	30111
030295	03/05/10	EXCELLENT MAINTENANCE PRO I	03/02/10	30004	Finance	Check Totals	25.00	
						Business Licens	25.00	30004
030296	03/05/10	EXPRESS PLUMBING INC	03/04/10	9794	Finance	Check Totals	25.00	
						Business Licens	25.00	9794
030297	03/05/10	EZ ELECTRIC	03/03/10	30278	Finance	Check Totals	25.00	
						Business Licens	25.00	30278
030298	03/05/10	FARRELL REMODELING INC	03/02/10	20053	Finance	Check Totals	50.00	
						Business Licens	50.00	20053
030299	03/05/10	FEDERAL EXPRESS CORP	02/19/10	9-506-38694	Police	Other Supplies	57.72	OVERNIGHT SHIP FORENSIC TOXICOLOGY LAB
						Check Totals	57.72	
030300	03/05/10	FINER REFRIGERATION & A/C	03/03/10	6030	Finance	Check Totals	25.00	
						Business Licens	25.00	6030
						Check Totals	25.00	

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030301	03/05/10	FIRST ALARM, INC	03/04/10	9676	Finance	Business Licens	25.00	9676
						Check Totals	25.00	
030302	03/05/10	FISHER POWER AND DATA INC	03/02/10	30069	Finance	Business Licens	25.00	30069
						Check Totals	25.00	
030303	03/05/10	PETER FOITZIK ROOFING	03/02/10	30074	Finance	Business Licens	25.00	30074
						Check Totals	25.00	
030304	03/05/10	FOLEY ELECTRIC INC	03/02/10	20056	Finance	Business Licens	25.00	20056
						Check Totals	25.00	
030305	03/05/10	FORDE MAZZOLA ASSOC INC	03/03/10	5374	Finance	Business Licens	25.00	5374
						Check Totals	25.00	
030306	03/05/10	FOX LANDSCAPE & IRRIGATION	03/03/10	3779	Finance	Business Licens	25.00	3779
						Check Totals	25.00	
030307	03/05/10	FOX MERCHANDISING	03/03/10	5120	Finance	Business Licens	25.00	5120
						Check Totals	25.00	
030308	03/05/10	FOX SECURITY & COMMUNICATIO	03/03/10	6341	Finance	Business Licens	25.00	6341
						Check Totals	25.00	
030309	03/05/10	FRANCHISE TAX BOARD	02/27/10	02-27-10	NON-DEPARTMENTAL	Payroll Deducti	206.78	GARNISHMENT 2/7-2/20/10
						Check Totals	206.78	
030310	03/05/10	FRANK & GROSSMAN LANDSCAPE	03/04/10	9182	Finance	Business Licens	25.00	9182

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030311	03/05/10	FRANTZ TERMITE CONTROL	03/03/10	3541	Finance	Check Totals	25.00	
						Business Licens	25.00	3541
						Check Totals	25.00	
030312	03/05/10	FREY INCORPORATED	03/02/10	20057	Finance	Business Licens	50.00	20057
						Check Totals	50.00	
030313	03/05/10	FRIEL DESIGNS	03/02/10	20058	Finance	Business Licens	50.00	20058
						Check Totals	50.00	
030314	03/05/10	FULWILER JAMES	03/03/10	7090	Finance	Business Licens	25.00	7090
						Check Totals	25.00	
030315	03/05/10	GADDES TREE CARE INC	03/04/10	9002	Finance	Business Licens	25.00	9002
						Check Totals	25.00	
030316	03/05/10	ALFREDO GARCIA ROOFING	03/03/10	3769	Finance	Business Licens	25.00	3769
						Check Totals	25.00	
030317	03/05/10	GATTON ELECTRIC CO INC	03/03/10	30324	Finance	Business Licens	25.00	30324
						Check Totals	25.00	
030318	03/05/10	GB CONSTRUCTION COMPANY	03/02/10	20060	Finance	Business Licens	25.00	20060
						Check Totals	25.00	
030319	03/05/10	GL PERRY CONSTRUCTION	03/03/10	5531	Finance	Business Licens	25.00	5531
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030320	03/05/10	GLOBAL STEEL FABRICATORS IN	03/03/10	6894	Finance	Business Licens	25.00	6894
						Check Totals	25.00	
030321	03/05/10	GOLDEN EAGLE CONSTRUCTION	03/03/10	30295	Finance	Business Licens	25.00	30295
						Check Totals	25.00	
030322	03/05/10	GOLDEN STATE STUCCO	03/03/10	30314	Finance	Business Licens	25.00	30314
						Check Totals	25.00	
030323	03/05/10	GOLDEN STATE UTILITY CO	03/03/10	4825	Finance	Business Licens	50.00	4825
						Check Totals	50.00	
030324	03/05/10	GOLDEN ROOFING	03/03/10	30179	Finance	Business Licens	25.00	30179
						Check Totals	25.00	
030325	03/05/10	GONZALEZ MASONRY	03/03/10	30279	Finance	Business Licens	25.00	30279
						Check Totals	25.00	
030326	03/05/10	GOODRICH GENERAL CONSTRUCTI	03/04/10	6962	Finance	Business Licens	25.00	6962
						Check Totals	25.00	
030327	03/05/10	DAVID GORAY	03/02/10	30092	Finance	Business Licens	25.00	30092
						Check Totals	25.00	
030328	03/05/10	CORBY GOULD POOLS, INC	03/04/10	9927	Finance	Business Licens	25.00	9927
						Check Totals	25.00	
030329	03/05/10	CORBY GOULD	03/02/10	20039	Finance	Business Licens	50.00	20039

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	50.00	
030330	03/05/10	GRACE ROOFING & CONSTRUCTIO	03/02/10	20062	Finance	Business Licens	25.00	20062
						Check Totals	25.00	
030331	03/05/10	GRACIANO LANDSCAPING	03/03/10	3564	Finance	Business Licens	25.00	3564
						Check Totals	25.00	
030332	03/05/10	GRAHAM CONTRACTORS, INC	03/04/10	9995	Finance	Business Licens	25.00	9995
						Check Totals	25.00	
030333	03/05/10	GRANITE CONSTRUCTION COMPAN	03/04/10	30162	Finance	Business Licens	25.00	30162
						Check Totals	25.00	
030334	03/05/10	GRANITE ROCK CO. #16774 ACC	03/03/10	3531	Finance	Business Licens	25.00	3531
						Check Totals	25.00	
030335	03/05/10	GRANT MECHANICAL INC	03/02/10	30096	Finance	Business Licens	25.00	30096
						Check Totals	25.00	
030336	03/05/10	GREER GARDENS	03/02/10	30012	Finance	Business Licens	25.00	30012
						Check Totals	25.00	
030337	03/05/10	GREEN QUEST DBA PT MASONRY	03/02/10	20063	Finance	Business Licens	50.00	20063
						Check Totals	50.00	
030338	03/05/10	GREG GAFFNEY EDWARD JONES E	03/04/10	30027	Finance	Business Licens	25.00	30027
						Check Totals	25.00	

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 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030339	03/05/10	LINDA HUTCHINSON GROSSMAN	03/04/10	9902	Finance	Business Licens	25.00	9902
						Check Totals	25.00	
030340	03/05/10	GROVE CONSTRUCTION	03/02/10	30073	Finance	Business Licens	25.00	30073
						Check Totals	25.00	
030341	03/05/10	GT LANDSCAPING INC	03/02/10	20064	Finance	Business Licens	50.00	20064
						Check Totals	50.00	
030342	03/05/10	GUY PLUMBING & HEATING	03/02/10	30059	Finance	Business Licens	25.00	30059
						Check Totals	25.00	
030343	03/05/10	HALLMARK ROOFING INC.	03/04/10	20065	Finance	Business Licens	50.00	20065
						Check Totals	50.00	
030344	03/05/10	HANG IT UP TIM	03/02/10	30021	Finance	Business Licens	25.00	30021
						Check Totals	25.00	
030345	03/05/10	HARDMAN GLAZING SYSTEMS	03/03/10	30300	Finance	Business Licens	25.00	30300
						Check Totals	25.00	
030346	03/05/10	HART ELECTIRC INC	03/02/10	20067	Finance	Business Licens	25.00	20067
						Check Totals	25.00	
030347	03/05/10	HEREN GARDEN DESIGN	03/03/10	5945	Finance	Business Licens	25.00	5945
						Check Totals	25.00	
030348	03/05/10	HERNANDEZ LANDSCAPING	03/03/10	4271	Finance	Business Licens	25.00	4271
						Check Totals	25.00	

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 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030349	03/05/10	HIDALGO CONSTRUCTION	03/03/10	30276	Finance	Business Licens	25.00	30276
						Check Totals	25.00	
030350	03/05/10	HILCIAS PAINTING	03/02/10	30112	Finance	Business Licens	25.00	30112
						Check Totals	25.00	
030351	03/05/10	HILL'S POOL SERVICE INC	03/03/10	5799	Finance	Business Licens	25.00	5799
						Check Totals	25.00	
030352	03/05/10	H K AVERY CONSTRUCTION	03/03/10	30259	Finance	Business Licens	25.00	30259
						Check Totals	25.00	
030353	03/05/10	KEVIN J. HOLDEN & ASSOCIATE	03/04/10	9854	Finance	Business Licens	25.00	9854
						Check Totals	25.00	
030354	03/05/10	HORIZON	02/12/10	15707662-00	DPW - Park Maintenan	Construction Ma	2.65	TEFLON TAPE, SCREW CAP
						Check Totals	2.65	
030355	03/05/10	HORIZON ENERGY SYSTEMS	03/03/10	30301	Finance	Business Licens	25.00	30301
						Check Totals	25.00	
030356	03/05/10	HOSKINS TREE CARE	03/03/10	3643	Finance	Business Licens	25.00	3643
						Check Totals	25.00	
030357	03/05/10	HUE & CRY SECURITY SYSTEMS	03/03/10	3782	Finance	Business Licens	25.00	3782
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030358	03/05/10	C HUILTRON GARDEN SERVICE	03/03/10	30223	Finance	Business Licens	25.00	30223
						Check Totals	25.00	
030359	03/05/10	I.M.P.A.C. GOVERNMENT SERVI	02/22/10	5424/02-09	Building	Membership/Dues	215.00	CAOLBO MEMBERSHIP, M.WASMANN 4/1/10-3/31
					Building	Training & Work	50.00	INTERNATIONAL CODE COUNCIL, RENEW CERT,
030359	03/05/10	I.M.P.A.C. GOVERNMENT SERVI	02/22/10	5408/02-09	DPW - Street Mainten	Membership/Dues	165.00	ISA ARBORIST ANNUAL DUES, S.TYLER 2010
					DPW - Building Maint	Construction Ma	64.86	HAM RADIO INSTALL PARTS AT E.O.C. CENTER
					DPW - Park Maintenanc	Construction Ma	31.33	STAIN, CEMENT PAR COURSE HP PARK
					DPW - Building Maint	Minor Tools & E	87.39	HEATER FOR P.W. TRAILER
030359	03/05/10	I.M.P.A.C. GOVERNMENT SERVI	02/22/10	4960/2-09	City Council	Other Supplies	105.54	OLYMPUS DIGITAL VOICE RECORDER, T.DELLAS
					City Council	Other Supplies	96.13	OLYMPUS DIGITAL VOICE RECORDER, T.DELLA
					City Manager	Office Supplies	13.73	SEALER
					NON-DEPARTMENTAL	Sales/User Use	-17.08	SALES TAX PAYABLE
						Check Totals	811.90	
030360	03/05/10	ICC PENINSULA CHAPTER C/O J	02/28/10	03.11.10	Building	Training & Work	180.00	SEMINAR 3/11/10 K.CITTIDINI, K.HUO, J.AI
						Check Totals	180.00	
030361	03/05/10	IK DESIGNS	03/04/10	9688	Finance	Business Licens	25.00	9688
						Check Totals	25.00	
030362	03/05/10	D.A. MCCOSKER CONSTRUCTION	03/02/10	20068	Finance	Business Licens	50.00	20068
						Check Totals	50.00	
030363	03/05/10	INDIGO PARTNERS	03/03/10	7680	Finance	Business Licens	25.00	7680
						Check Totals	25.00	
030364	03/05/10	INNOVATIVE COMMUNICATIONS	03/02/10	30085	Finance	Business Licens	25.00	30085
						Check Totals	25.00	
030365	03/05/10	INTERSTATE TRAFFIC CONTROL	02/25/10	126926	DPW - Street Mainten	Construction Ma	117.99	WHITE TRAFFIC PAINT

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	117.99	
030366	03/05/10	INTUITIVE ENVIROMENTS	03/03/10	30232	Finance	Business Licens	25.00	30232
						Check Totals	25.00	
030367	03/05/10	IRISH CONSTRUCTION	03/02/10	30013	Finance	Business Licens	50.00	30013
						Check Totals	50.00	
030368	03/05/10	IRONSTONE METAL WORKS INC.	03/02/10	30061	Finance	Business Licens	25.00	30061
						Check Totals	25.00	
030369	03/05/10	IRVINE & JACHENS INC	02/10/10	7492	Police	Other Supplies	351.73	RETIREMENT BADGES FOR SGT MADSEN
						Check Totals	351.73	
030370	03/05/10	IWORQ SYSTEMS	02/22/10	3195	DPW - Street Mainten	Computer Softwa	75.00	INTERNET PAVEMENT SOFTWARE SUPPORT MARCH
						Check Totals	75.00	
030371	03/05/10	IZMIRIAN ROOFING	03/03/10	3556	Finance	Business Licens	25.00	3556
						Check Totals	25.00	
030372	03/05/10	J G UNIVERSAL LANDSCAPING	03/03/10	30211	Finance	Business Licens	25.00	30211
						Check Totals	25.00	
030373	03/05/10	JAY'S TOWING SERVICE	03/03/10	3673	Finance	Business Licens	25.00	3673
						Check Totals	25.00	
030374	03/05/10	JCB FRAMING INC	03/03/10	30264	Finance	Business Licens	25.00	30264
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030375	03/05/10	JD PLUMBING	03/03/10	30302	Finance	Business Licens	25.00	30302
						Check Totals	25.00	
030376	03/05/10	JEFFRIES CAPITAL MANAGEMENT	03/04/10	25	Finance	Business Licens	25.00	9956
						Check Totals	25.00	
030377	03/05/10	JEWELL'S QUALITY HOME SYSTE	03/03/10	30222	Finance	Business Licens	25.00	30222
						Check Totals	25.00	
030378	03/05/10	JFC CONSTRUCTION INC	03/02/10	30147	Finance	Business Licens	25.00	30147
						Check Totals	25.00	
030379	03/05/10	JIM DAILY CONSTRUCTION	03/02/10	30048	Finance	Business Licens	25.00	30048
						Check Totals	25.00	
030380	03/05/10	JNL MARBLE & GRANITE	03/03/10	30226	Finance	Business Licens	25.00	30226
						Check Totals	25.00	
030381	03/05/10	ROCK JOHN MASONRY	03/02/10	20109	Finance	Business Licens	25.00	20109
						Check Totals	25.00	
030382	03/05/10	JOHNSON CONTROL/CAL AIR	03/03/10	30239	Finance	Business Licens	25.00	30239
						Check Totals	25.00	
030383	03/05/10	JOHNSONS TREE SERVICE	03/02/10	30094	Finance	Business Licens	25.00	30094
						Check Totals	25.00	
030384	03/05/10	JRG CONSTRUCTION	03/04/10	6635	Finance	Business Licens	25.00	6635

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030385	03/05/10	JT CONSULTING	03/02/10	20069	Finance	Business Licens	25.00	20069
						Check Totals	25.00	
030386	03/05/10	KAL CONSTRUCTION INC	03/03/10	30277	Finance	Business Licens	25.00	30277
						Check Totals	25.00	
030387	03/05/10	KANE CORPORATION	03/03/10	5894	Finance	Business Licens	25.00	5894
						Check Totals	25.00	
030388	03/05/10	KAROL'S SHOP	03/04/10	30228	Finance	Business Licens	25.00	30228
						Check Totals	25.00	
030389	03/05/10	KC PAVING INC	03/04/10	9200	Finance	Business Licens	25.00	9200
						Check Totals	25.00	
030390	03/05/10	KELEX SECURITY	03/03/10	3705	Finance	Business Licens	25.00	3705
						Check Totals	25.00	
030391	03/05/10	MARK KELLEY	03/03/10	30303	Finance	Business Licens	25.00	30303
						Check Totals	25.00	
030392	03/05/10	KHS & S CONTRACTORS	03/03/10	30292	Finance	Business Licens	25.00	30292
						Check Totals	25.00	
030393	03/05/10	KILPATRIC'S TREE CARE	03/03/10	4381	Finance	Business Licens	25.00	4381
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030394	03/05/10	KLAUSER ELECTRICAL INC	03/03/10	5264	Finance	Business Licens	25.00	5264
						Check Totals	25.00	
030395	03/05/10	THE KRIS WEEMS ACADEMY INC	03/02/10	10171	Finance	Business Licens	25.00	10171
						Check Totals	25.00	
030396	03/05/10	L & J TOWING	03/03/10	3818	Finance	Business Licens	25.00	3818
						Check Totals	25.00	
030397	03/05/10	L & M MOBILE CAR TOUCH UP	03/02/10	20070	Finance	Business Licens	25.00	20070
						Check Totals	25.00	
030398	03/05/10	L P CONSTRUCTION	03/03/10	30244	Finance	Business Licens	25.00	30244
						Check Totals	25.00	
030399	03/05/10	LANCE SCAPE	03/02/10	30022	Finance	Business Licens	25.00	30022
						Check Totals	25.00	
030400	03/05/10	LANDA CONSTRUCTION CO	03/02/10	30054	Finance	Business Licens	25.00	30054
						Check Totals	25.00	
030401	03/05/10	LANDI CONSTRUCTION	03/02/10	30113	Finance	Business Licens	25.00	30113
						Check Totals	25.00	
030402	03/05/10	LARRY ELECTRIC INC	03/02/10	30114	Finance	Business Licens	25.00	30114
						Check Totals	25.00	
030403	03/05/10	LCH ENTERPRISES INC	03/03/10	3730	Finance	Business Licens	25.00	3730

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030404	03/05/10	LEAVER'S CIBSTRUCTION	03/02/10	20071	Finance	Business Licens	25.00	20071
						Check Totals	25.00	
030405	03/05/10	LEGACY ROOFING & WATER PROO	03/04/10	9871	Finance	Business Licens	50.00	9871
						Check Totals	50.00	
030406	03/05/10	JM LEHMAN CONSTRUCTION INC	03/03/10	30269	Finance	Business Licens	25.00	30269
						Check Totals	25.00	
030407	03/05/10	TIM LEMMA CONSTRUCTION	03/02/10	20129	Finance	Business Licens	25.00	20129
						Check Totals	25.00	
030408	03/05/10	LENCIONI CONSTRUCTION	03/03/10	3507	Finance	Business Licens	25.00	3507
						Check Totals	25.00	
030409	03/05/10	LERCH CONSTRUCTION	03/02/10	30115	Finance	Business Licens	25.00	30115
						Check Totals	25.00	
030410	03/05/10	AARON LERNER GENERAL CONTRA	03/02/10	20005	Finance	Business Licens	25.00	20005
						Check Totals	25.00	
030411	03/05/10	LEYLEGIAN INVESTMENT MANAGE	03/04/10	9114	Finance	Business Licens	25.00	9114
						Check Totals	25.00	
030412	03/05/10	LIFETIME POOLS	03/03/10	3504	Finance	Business Licens	25.00	3504
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030413	03/05/10	LIGHTS LIGHTS & MORE INC	03/04/10	30328	Finance	Business Licens	25.00	30328
						Check Totals	25.00	
030414	03/05/10	LINDSTROM CO., INC.	03/03/10	30168	Finance	Business Licens	25.00	30168
						Check Totals	25.00	
030415	03/05/10	LOMAX LANDSCAPING	03/03/10	3823	Finance	Business Licens	25.00	3823
						Check Totals	25.00	
030416	03/05/10	JIM LORD LANDSCAPE SERVICES	03/02/10	30049	Finance	Business Licens	25.00	30049
						Check Totals	25.00	
030417	03/05/10	LOS GATOS OLD TOWN ROOFING	03/02/10	30155	Finance	Business Licens	25.00	30155
						Check Totals	25.00	
030418	03/05/10	LOS GATOS ROOFING	03/04/10	30281	Finance	Business Licens	25.00	30281
						Check Totals	25.00	
030419	03/05/10	LOVAZZANO MECHANICAL INC	03/03/10	30188	Finance	Business Licens	25.00	30188
						Check Totals	25.00	
030420	03/05/10	LOZANO'S AERATING	03/03/10	7000	Finance	Business Licens	25.00	7000
						Check Totals	25.00	
030421	03/05/10	LUCIANO CONCRETE	03/03/10	30285	Finance	Business Licens	25.00	30285
						Check Totals	25.00	
030422	03/05/10	LYONS CONSTRUCTITON	03/02/10	20073	Finance	Business Licens	25.00	20073
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030423	03/05/10	MORGAN LODGE INC DBA M.L.E.L	03/02/10	20083	Finance	Check Totals	25.00	
						Business Licens	25.00	20083
030424	03/05/10	MAGGIORA BROS DRILLING INC	03/03/10	5248	Finance	Check Totals	25.00	
						Business Licens	25.00	5248
030425	03/05/10	PHIL MAIN CONSTRUCTION INC	03/02/10	20102	Finance	Check Totals	25.00	
						Business Licens	25.00	20102
030426	03/05/10	MALCOLM DRILLING CO INC	03/03/10	7541	Finance	Check Totals	25.00	
						Business Licens	25.00	7541
030427	03/05/10	MANUEL'S CONST CO	03/02/10	30008	Finance	Check Totals	25.00	
						Business Licens	25.00	30008
030428	03/05/10	MANUEL RAPOSO CONSTRUCTION	03/03/10	30250	Finance	Check Totals	25.00	
						Business Licens	25.00	30250
030429	03/05/10	MARKAY JOHNSON CONSTRUCTION	03/02/10	30116	Finance	Check Totals	25.00	
						Business Licens	25.00	30116
030430	03/05/10	MARRINER CONSTRUCTION	03/02/10	30156	Finance	Check Totals	25.00	
						Business Licens	25.00	30156
030431	03/05/10	MARTINEZ MASONRY	03/03/10	30255	Finance	Check Totals	25.00	
						Business Licens	25.00	30255
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030432	03/05/10	MAU'S MOSAICS INC	03/03/10	30203	Finance	Business Licens	25.00	30203
						Check Totals	25.00	
030433	03/05/10	MAYNE TREE EXPERT CO	03/03/10	3489	Finance	Business Licens	25.00	3489
						Check Totals	25.00	
030434	03/05/10	MC CLENAHAN PEST CONTROL	03/03/10	3514	Finance	Business Licens	25.00	3514
						Check Totals	25.00	
030435	03/05/10	MCB FRAMERS, INC	03/04/10	30138	Finance	Business Licens	25.00	30138
						Check Totals	25.00	
030436	03/05/10	MCGUIRE AND HESTER	03/02/10	30135	Finance	Business Licens	25.00	30135
						Check Totals	25.00	
030437	03/05/10	SEBASTIAN MCINTYRE DESIGN	03/03/10	30320	Finance	Business Licens	25.00	30320
						Check Totals	25.00	
030438	03/05/10	MD CONSTRUCTION	03/03/10	30323	Finance	Business Licens	25.00	30323
						Check Totals	25.00	
030439	03/05/10	MECHANICAL AIR SERVICE INC	03/02/10	30065	Finance	Business Licens	25.00	30065
						Check Totals	25.00	
030440	03/05/10	SHELLY MEL'S PLUMBING INC	03/03/10	30305	Finance	Business Licens	25.00	30305
						Check Totals	25.00	
030441	03/05/10	MENLO BUILDERS	03/02/10	20076	Finance	Business Licens	50.00	20076

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030442	03/05/10	MENLO ATHERTON PLUMBING INC	03/02/10	30050	Finance	Check Totals	50.00	
						Business Licens	25.00	30050
						Check Totals	25.00	
030443	03/05/10	PETE MESSA & SONS INC	03/02/10	20101	Finance	Business Licens	50.00	20101
						Check Totals	50.00	
030444	03/05/10	METROMOBILE COMMUNICATIONS	02/06/10	31844	Police	Machinery & Equ	704.81	PLUG IN MODULE, MISC HARDWARE-COMMUNICAT
						Check Totals	704.81	
030445	03/05/10	MEYER, MICHAEL FINE WOODWOR	03/02/10	20077	Finance	Business Licens	25.00	20077
						Check Totals	25.00	
030446	03/05/10	MICHAEL'S ROOFING	03/02/10	30117	Finance	Business Licens	25.00	30117
						Check Totals	25.00	
030447	03/05/10	MICHAEL YEAMAN PLASTERING	03/03/10	4050	Finance	Business Licens	25.00	4050
						Check Totals	25.00	
030448	03/05/10	MID PENINSULA ROOFING, INC	03/02/10	30097	Finance	Business Licens	25.00	30097
						Check Totals	25.00	
030449	03/05/10	MIGUEL'S LANDSCAPING	03/03/10	3573	Finance	Business Licens	25.00	3573
						Check Totals	25.00	
030450	03/05/10	MINA STUDIOS DESIGN BUILD R	03/02/10	30028	Finance	Business Licens	25.00	30028
						Check Totals	25.00	

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 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030451	03/05/10	MIR DEVELOPMENT INC	03/02/10	20080	Finance	Business Licens	25.00	20080
						Check Totals	25.00	
030452	03/05/10	MISSION ELECTRIC CO	03/03/10	5795	Finance	Business Licens	25.00	5795
						Check Totals	25.00	
030453	03/05/10	MITCH ELECTRIC	03/03/10	30253	Finance	Business Licens	25.00	30253
						Check Totals	25.00	
030454	03/05/10	MITCHELL TREE SERVICE INC	03/03/10	5042	Finance	Business Licens	25.00	5042
						Check Totals	25.00	
030455	03/05/10	MJB ELECTRIC	03/02/10	30136	Finance	Business Licens	25.00	30136
						Check Totals	25.00	
030456	03/05/10	MJR ELECTRIC INC	03/03/10	30238	Finance	Business Licens	25.00	30238
						Check Totals	25.00	
030457	03/05/10	MODERN AIRE MECHANICAL	03/03/10	30248	Finance	Business Licens	25.00	30248
						Check Totals	25.00	
030458	03/05/10	MODERN LANDSCAPING INC	03/03/10	6838	Finance	Business Licens	25.00	6838
						Check Totals	25.00	
030459	03/05/10	MODICA LANDSCAPING INC	03/02/10	30084	Finance	Business Licens	25.00	30084
						Check Totals	25.00	
030460	03/05/10	MONUMENT CONSTRUCTION INC D	03/02/10	20081	Finance	Business Licens	50.00	20081

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030461	03/05/10	MONUMENT POOLS INC	03/02/10	20082	Finance	Check Totals	50.00	
						Business Licens	50.00	20082
030462	03/05/10	MORROW-MEADOWS CORP	03/02/10	30052	Finance	Check Totals	50.00	
						Business Licens	25.00	30052
030463	03/05/10	MOUSTIRATS GARDENING SER	03/03/10	3547	Finance	Check Totals	25.00	
						Business Licens	25.00	3547
030464	03/05/10	MR. ROOTER	03/02/10	20084	Finance	Check Totals	25.00	
						Business Licens	25.00	20084
030465	03/05/10	MT2 TELECOM LLP	03/03/10	30311	Finance	Check Totals	25.00	
						Business Licens	25.00	30311
030466	03/05/10	MUNI SERVICES LLC	02/28/10	FRANCISCAN G	NON-DEPARTMENTAL	Business Licens	75.00	BUSINESS LICENSE FRANCISCAN GLASS CO
			02/28/10	BAUER CONCRE	NON-DEPARTMENTAL	Business Licens	175.00	BUSINESS LICENSE BAUER CONCRETE IN
						Check Totals	250.00	
030467	03/05/10	HARRY L MURPHY INC	03/04/10	30170	Finance	Business Licens	25.00	30170
						Check Totals	25.00	
030468	03/05/10	MUSCARA BROS. PAVING	03/03/10	30187	Finance	Business Licens	25.00	30187
						Check Totals	25.00	
030469	03/05/10	NAF MODIFICATION	03/03/10	30227	Finance	Business Licens	25.00	30227

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030470	03/05/10	MALLURI ASSOCIATES INC	03/02/10	30053	Finance	Check Totals	25.00	
						Business Licens	25.00	30053
030471	03/05/10	NATIONAL ELEVATOR CO. INC	03/02/10	30067	Finance	Check Totals	25.00	
						Business Licens	25.00	30067
030472	03/05/10	NATIONAL CONSTRUCTION RENTA	03/03/10	6003	Finance	Check Totals	25.00	
						Business Licens	25.00	5073
030473	03/05/10	NATURAL GARDENS, INC	03/04/10	9498	Finance	Check Totals	25.00	
						Business Licens	25.00	9498
030474	03/05/10	NCMG INC/NEW CENTURY MARBLE	03/02/10	30152	Finance	Check Totals	25.00	
						Business Licens	25.00	30152
030475	03/05/10	O. NELSON & SON GENERAL ENG	03/03/10	3595	Finance	Check Totals	25.00	
						Business Licens	25.00	3595
030476	03/05/10	NESTLE WATERS NORTH AMERICA	03/03/10	3648	Finance	Check Totals	25.00	
						Business Licens	25.00	3648
030477	03/05/10	NEXGEN BUILDER INC	03/02/10	20085	Finance	Check Totals	50.00	
						Business Licens	50.00	20085
030478	03/05/10	ANDERSON NISWANDER	03/02/10	30141	Finance	Check Totals	25.00	
						Business Licens	25.00	30141
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030479	03/05/10	NOLASCO CONSTRUCTION GROUP	03/03/10	30242	Finance	Business Licens	25.00	30242
						Check Totals	25.00	
030480	03/05/10	NORTH PACIFIC PAINTING	03/03/10	30241	Finance	Business Licens	25.00	30241
						Check Totals	25.00	
030481	03/05/10	NORTHWALL BUILDERS, INC	03/02/10	30075	Finance	Business Licens	25.00	30075
						Check Totals	25.00	
030482	03/05/10	NOTECOATS	03/04/10	9755	Finance	Business Licens	25.00	9755
						Check Totals	25.00	
030483	03/05/10	NSM CONSTRUCTION	03/03/10	30286	Finance	Business Licens	25.00	30286
						Check Totals	25.00	
030484	03/05/10	OAK GROVE ENTERPRISES INC	03/03/10	7360	Finance	Business Licens	25.00	7360
						Check Totals	25.00	
030485	03/05/10	OFFICE DEPOT	02/05/10	508027368001	DPW - Park Maintenan	Office Supplies	6.95	DESKPAD, M.ANDERSON
030485	03/05/10	OFFICE DEPOT	02/09/10	508027367001	Building	Office Supplies	24.02	DRIVE, USB, SANDISK-BLDG DEPT
						Check Totals	30.97	
030486	03/05/10	OLD TIME TREE SVC	03/03/10	30195	Finance	Business Licens	25.00	30195
						Check Totals	25.00	
030487	03/05/10	OMNISTONE MASONRY, INC	03/02/10	30031	Finance	Business Licens	25.00	30031
						Check Totals	25.00	
030488	03/05/10	ONE SOURCE ENGINEERING INC	03/02/10	20092	Finance	Business Licens	50.00	20092

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	50.00	
030489	03/05/10	ORCHARD HILLS VINEYARD INC	03/03/10	6402	Finance	Business Licens	25.00	6402
						Check Totals	25.00	
030490	03/05/10	ORCHARD SUPPLY HARDWARE	02/28/10	1359/02-10	DPW - Street Mainten	Construction Ma	24.56	TREATED D.F. & ANGLE BROOM FOR DRAIN COV
					DPW - Building Maint	Construction Ma	12.56	HARDWARE CLOTH FOR RATPROOFING
					DPW - Building Maint	Construction Ma	60.33	CONCRETE-RATPROOFING BUILINGS
					DPW - Building Maint	Construction Ma	-9.41	RETURN CONCRETE MESH MAT
					DPW - Building Maint	Construction Ma	7.28	LIGHT BULBS
					DPW - Building Maint	Construction Ma	42.12	ROLLER,PAINT,SWITCHPLATES-COUNCIL CHAMBE
					DPW - Street Mainten	Construction Ma	53.70	SAND & CEMENT-ROADMARKER REPAIRS
					DPW - Street Mainten	Construction Ma	14.30	HARDWARE FOR DISASTER ANTENNA
					DPW - Street Mainten	Construction Ma	12.52	PAINT/BRUSH ROADMARKER REPAIR
					DPW - Building Maint	Construction Ma	58.42	BUCKET, MARKERS, BRUSHES-COUNCIL CHAMBER
					DPW - Street Mainten	Construction Ma	8.73	GLUE
					DPW - Street Mainten	Construction Ma	52.69	LANTERNS, LIGHTBULBS-DRAIN COVER REPAIR
					DPW - Park Program	Construction Ma	49.50	LIGHTBULBS, LYSOL PLATE COVERS-HP PARK
						Check Totals	387.30	
030491	03/05/10	ORTIZ ELEVATOR SERVICES INC	03/03/10	30268	Finance	Business Licens	25.00	30268
						Check Totals	25.00	
030492	03/05/10	OVERHEAD DOOR CO OF SANT	03/03/10	5146	Finance	Business Licens	25.00	5146
						Check Totals	25.00	
030493	03/05/10	OWENS ELECTRIC INC	03/04/10	9212	Finance	Business Licens	25.00	9212
						Check Totals	25.00	
030494	03/05/10	OZZIE'S TREE SERVICE	03/03/10	6863	Finance	Business Licens	25.00	6863
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030495	03/05/10	P A BET INC	03/02/10	20093	Finance	Business Licens	50.00	20093
						Check Totals	50.00	
030496	03/05/10	PACIFIC SURFACING INC.	03/02/10	30043	Finance	Business Licens	25.00	30043
						Check Totals	25.00	
030497	03/05/10	PACIFIC PLUMBING	03/02/10	30129	Finance	Business Licens	25.00	30129
						Check Totals	25.00	
030498	03/05/10	PACIFIC PLUMBING & SEWER SE	03/03/10	30209	Finance	Business Licens	25.00	30209
						Check Totals	25.00	
030499	03/05/10	PACIFIC DRYWALL INC	03/03/10	4783	Finance	Business Licens	25.00	4783
						Check Totals	25.00	
030500	03/05/10	PACIFIC GAS HEATING	03/03/10	7350	Finance	Business Licens	25.00	7350
						Check Totals	25.00	
030501	03/05/10	PACIFIC PLUMBING	03/04/10	9975	Finance	Business Licens	25.00	9975
						Check Totals	25.00	
030502	03/05/10	PACIFIC PENINSULA GROUP	03/03/10	3917	Finance	Business Licens	25.00	3917
						Check Totals	25.00	
030503	03/05/10	ROBERT J. PADREDDI GENERAL	03/02/10	30140	Finance	Business Licens	25.00	30140
						Check Totals	25.00	
030504	03/05/10	PALO ALTO GLASS INC	03/02/10	30149	Finance	Business Licens	25.00	30149
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030505	03/05/10	PALO ALTO TREE SERVICE	03/03/10	30261	Finance	Business Licens	25.00	30261
						Check Totals	25.00	
030506	03/05/10	PARAVATI CONSTRUCTION INC	03/02/10	20097	Finance	Business Licens	25.00	20097
						Check Totals	25.00	
030507	03/05/10	WILLIAM PATCHETT INC	03/03/10	6772	Finance	Business Licens	25.00	6772
						Check Totals	25.00	
030508	03/05/10	PAYA INC	03/03/10	6085	Finance	Business Licens	25.00	6085
						Check Totals	25.00	
030509	03/05/10	PEAK ELECTRIC	03/02/10	20098	Finance	Business Licens	50.00	20098
						Check Totals	50.00	
030510	03/05/10	R N PEARMAN LANDSCAPE	03/02/10	30119	Finance	Business Licens	25.00	30119
						Check Totals	25.00	
030511	03/05/10	PECK & HILLER COMPANY	03/02/10	30161	Finance	Business Licens	25.00	30161
						Check Totals	25.00	
030512	03/05/10	PEGGY HINMAN GARDEN DESIGN	03/03/10	8804	Finance	Business Licens	25.00	8804
						Check Totals	25.00	
030513	03/05/10	PELLA WINDOW & DOOR	03/02/10	30118	Finance	Business Licens	25.00	30118
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030514	03/05/10	PCS DBA PENINSULA IRRIGATION	03/02/10	30158	Finance	Business Licens	25.00	30158
						Check Totals	25.00	
030515	03/05/10	PENINSULA DRILLING & EXCAVA	03/02/10	30127	Finance	Business Licens	25.00	30127
						Check Totals	25.00	
030516	03/05/10	PENINSULA CUSTOM HOMES	03/03/10	3640	Finance	Business Licens	25.00	3640
						Check Totals	25.00	
030517	03/05/10	PERSICON CO	03/02/10	20099	Finance	Business Licens	25.00	20099
030517	03/05/10	PERSICON CO	03/02/10	20100	Finance	Business Licens	25.00	20100
						Check Totals	50.00	
030518	03/05/10	PETERSON & JENKINS ROOFING	03/02/10	30058	Finance	Business Licens	25.00	30058
						Check Totals	25.00	
030519	03/05/10	PG & E	02/24/10	3457969588-2	DPW - Street Mainten	Utilities - Elec	42.39	TRAFFIC SIGNAL 01/26-02/24/10
						Check Totals	42.39	
030520	03/05/10	PIMENTEL DRYWALL	03/04/10	810	Finance	Business Licens	25.00	810
						Check Totals	25.00	
030521	03/05/10	PINE CONE LUMBER CO INC	03/03/10	4482	Finance	Business Licens	25.00	4482
						Check Totals	25.00	
030522	03/05/10	PLEMMONS CONSTRUCTION	03/04/10	7219	Finance	Business Licens	25.00	7219
						Check Totals	25.00	
030523	03/05/10	PLUMB WORKS INC	03/02/10	30151	Finance	Business Licens	25.00	30151

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030524	03/05/10	GARY POLLACK CONSTRUCTION	03/03/10	6936	Finance	Business Licens	25.00	6936
						Check Totals	25.00	
030525	03/05/10	PONZINI, INSULATION INC	03/02/10	20103	Finance	Business Licens	25.00	20103
						Check Totals	25.00	
030526	03/05/10	POOLS ETC	03/03/10	3796	Finance	Business Licens	25.00	3796
						Check Totals	25.00	
030527	03/05/10	POULSEN CONSTRUCTION INC	03/03/10	4772	Finance	Business Licens	25.00	4772
						Check Totals	25.00	
030528	03/05/10	PRECISION TREE CARE	03/02/10	30006	Finance	Business Licens	25.00	30006
						Check Totals	25.00	
030529	03/05/10	PRECISION AIR SYSTEMS	03/03/10	30166	Finance	Business Licens	25.00	30166
						Check Totals	25.00	
030530	03/05/10	PRESTIGE GUNITE NORCAL INC	03/03/10	4924	Finance	Business Licens	25.00	4924
						Check Totals	25.00	
030531	03/05/10	PREVENTIVE MAINTENANCE SYST	03/02/10	30082	Finance	Business Licens	25.00	30082
						Check Totals	25.00	
030532	03/05/10	PROCON CONCRETE CONSTRUCTIO	03/03/10	30213	Finance	Business Licens	25.00	30213
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030533	03/05/10	PROCTOR ELECTRIC INC	03/02/10	20104	Finance	Business Licens	50.00	20104
						Check Totals	50.00	
030534	03/05/10	PROTECTION ONE ALARM	03/03/10	4959	Finance	Business Licens	25.00	4959
						Check Totals	25.00	
030535	03/05/10	PSI CONCRETE CONSTRUCTION	03/03/10	5184	Finance	Business Licens	25.00	5184
						Check Totals	25.00	
030536	03/05/10	PSYCHO THERAPY	03/02/10	30024	Finance	Business Licens	25.00	30024
						Check Totals	25.00	
030537	03/05/10	TONY QUINN MASONRY	03/03/10	3760	Finance	Business Licens	25.00	3760
						Check Totals	25.00	
030538	03/05/10	R H C CONSTRUCTION	03/03/10	30218	Finance	Business Licens	25.00	30218
						Check Totals	25.00	
030539	03/05/10	R & ERECTION OF SAN MATEO I	03/03/10	30329	Finance	Business Licens	25.00	30329
						Check Totals	25.00	
030540	03/05/10	MARTIN RAGNO & ASSOCIATES I	03/03/10	5344	Finance	Business Licens	50.00	5344
						Check Totals	50.00	
030541	03/05/10	RAMI CONSTRUCTION	03/03/10	30167	Finance	Business Licens	25.00	30167
						Check Totals	25.00	
030542	03/05/10	RAPID PLUMBING	03/04/10	30134	Finance	Business Licens	25.00	30134

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030543	03/05/10	RAYMOND HANDLING CONCEPTS	03/03/10	30271	Finance	Business Licens	25.00	30271
						Check Totals	25.00	
030544	03/05/10	OAK COVE BUILDERS-MICHAEL R	03/04/10	20088	Finance	Business Licens	25.00	20088
						Check Totals	25.00	
030545	03/05/10	RE/MAX TODAY	03/03/10	7279	Finance	Business Licens	25.00	7279
						Check Totals	25.00	
030546	03/05/10	REAL GOODS MARIN SOLAR	03/02/10	20106	Finance	Business Licens	50.00	20106
						Check Totals	50.00	
030547	03/05/10	RECOLOGY SAN MATEO COUNTY	03/04/10	9978	Finance	Business Licens	25.00	9978
						Check Totals	25.00	
030548	03/05/10	RED WING SHOE-REDWOOD CITY	02/11/10	00152023177	DPW - Street Mainten	Uniforms	200.00	SAFETY SHOES, PER MOU, J.ANDRADE
						Check Totals	200.00	
030549	03/05/10	REDFIELD INTERIORS	03/03/10	3756	Finance	Business Licens	25.00	3756
						Check Totals	25.00	
030550	03/05/10	REDWOOD PLUMBING CO INC	03/03/10	3534	Finance	Business Licens	25.00	3534
						Check Totals	25.00	
030551	03/05/10	REDWOOD CITY ELECTRIC INC	03/03/10	3626	Finance	Business Licens	25.00	3626
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030552	03/05/10	REGINA PLUMBING INC	03/03/10	7201	Finance	Business Licens	25.00	7201
						Check Totals	25.00	
030553	03/05/10	REGRID POWER INC	03/02/10	30159	Finance	Business Licens	25.00	30159
						Check Totals	25.00	
030554	03/05/10	RENAISSANCE STONE CARE	03/02/10	30032	Finance	Business Licens	25.00	30032
						Check Totals	25.00	
030555	03/05/10	REPUBLIC ITS	02/11/10	1001534	DPW - Street Mainten	Traffic Signal	314.01	TRAFFIC SIGNAL MAINTENANCE JANUARY 2010
						Check Totals	314.01	
030556	03/05/10	RFI ENTERPRISES INC	03/03/10	3558	Finance	Business Licens	25.00	3558
						Check Totals	25.00	
030557	03/05/10	RGB LANDSCAPES	03/02/10	30045	Finance	Business Licens	25.00	30045
						Check Totals	25.00	
030558	03/05/10	RHODES PLUMBING	03/02/10	30042	Finance	Business Licens	25.00	30042
						Check Totals	25.00	
030559	03/05/10	RIANDA PAINTING	03/03/10	6087	Finance	Business Licens	25.00	6087
						Check Totals	25.00	
030560	03/05/10	RICK LOPEZ LANDSCAPES, INC	03/03/10	5417	Finance	Business Licens	25.00	5417
						Check Totals	25.00	
030561	03/05/10	RIDEOUT ROOFING CO INC	03/02/10	30015	Finance	Business Licens	25.00	30015
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030562	03/05/10	RIDGEWAY ELECTRIC	03/03/10	30313	Finance	Check Totals	25.00	
						Business Licens	25.00	30313
030563	03/05/10	RIVERA LANDSCAPING AND MAIN	03/04/10	9334	Finance	Check Totals	25.00	
						Business Licens	25.00	9334
030564	03/05/10	RJ SMITH ASSOCIATES	03/03/10	30174	Finance	Check Totals	25.00	
						Business Licens	25.00	30174
030565	03/05/10	ROCO'S GARDENING	03/03/10	6275	Finance	Check Totals	25.00	
						Business Licens	25.00	6275
030566	03/05/10	RODAS PLASTERING INC	03/03/10	4595	Finance	Check Totals	25.00	
						Business Licens	25.00	4595
030567	03/05/10	ROBERT ROSSELLI GENERAL CON	03/04/10	9835	Finance	Check Totals	25.00	
						Business Licens	25.00	9835
030568	03/05/10	ROTO-ROOTER SERVICES CO	03/02/10	30047	Finance	Check Totals	25.00	
						Business Licens	25.00	30047
030569	03/05/10	ROYAL TREE CARE	03/02/10	30080	Finance	Check Totals	25.00	
						Business Licens	25.00	30080
030570	03/05/10	RUSS WENKE CONSTRUCTION	03/03/10	30197	Finance	Check Totals	25.00	
						Business Licens	25.00	30197
						Check Totals	25.00	

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030571	03/05/10	RYERSON CONSTRUCTION INC	03/03/10	7560	Finance	Business Licens	25.00	7560
						Check Totals	25.00	
030572	03/05/10	S & F HAULING	03/02/10	30157	Finance	Business Licens	25.00	30157
						Check Totals	25.00	
030573	03/05/10	SAI MAN CHOI	03/02/10	30120	Finance	Business Licens	25.00	30120
						Check Totals	25.00	
030574	03/05/10	SAKS PLUMBING	03/04/10	6897	Finance	Business Licens	25.00	6897
						Check Totals	25.00	
030575	03/05/10	SAN MATEO ARTISTIC IRON	03/03/10	3709	Finance	Business Licens	25.00	3709
						Check Totals	25.00	
030576	03/05/10	SAN CARLOS ROOFING	03/03/10	7199	Finance	Business Licens	25.00	7199
						Check Totals	25.00	
030577	03/05/10	SANTA CRUZ WESTSIDE ELECTRI	03/02/10	20111	Finance	Business Licens	25.00	20111
						Check Totals	25.00	
030578	03/05/10	SARAH MUSTARDE CONSULTING	03/02/10	30124	Finance	Business Licens	25.00	30124
						Check Totals	25.00	
030579	03/05/10	SAVIANO COMPANY INC	03/03/10	7532	Finance	Business Licens	25.00	7532
						Check Totals	25.00	
030580	03/05/10	THE SCAFFOLD WORKS INC	03/03/10	30249	Finance	Business Licens	25.00	30249
						Check Totals	25.00	

Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030581	03/05/10	SCAPES INC	03/02/10	30148	Finance	Check Totals	25.00	
						Business Licens	25.00	30148
030582	03/05/10	SCM PLUMBING INC	03/03/10	30331	Finance	Check Totals	25.00	
						Business Licens	25.00	30331
030583	03/05/10	SDI INSULATION INC	03/03/10	4901	Finance	Check Totals	25.00	
						Business Licens	25.00	4901
030584	03/05/10	SECURITY SERVICES CO	03/03/10	30274	Finance	Check Totals	25.00	
						Business Licens	25.00	30274
030585	03/05/10	SEGALE BROS WOOD PRODUCTS	03/03/10	30262	Finance	Check Totals	25.00	
						Business Licens	25.00	30262
030586	03/05/10	SEGALE & CERINI INC	03/03/10	3637	Finance	Check Totals	25.00	
						Business Licens	25.00	3637
030587	03/05/10	SEIZE FIRE INC	03/03/10	30272	Finance	Check Totals	25.00	
030587	03/05/10	SEIZE FIRE INC	03/04/10	1185	Finance	Business Licens	25.00	1185
030588	03/05/10	SEJ BUILDERS	03/03/10	30284	Finance	Check Totals	50.00	
						Business Licens	25.00	30284
030589	03/05/10	SELECT ENVIRONMENTS	03/02/10	30036	Finance	Check Totals	25.00	
						Business Licens	25.00	30036

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030590	03/05/10	SEQUOIA VACUUM SYSTEMS, INC	03/02/10	20112	Finance	Business Licens	25.00	20112
						Check Totals	25.00	
030591	03/05/10	SERRANOS EXPERT TREE SERVIC	03/04/10	9962	Finance	Business Licens	25.00	9962
						Check Totals	25.00	
030592	03/05/10	SHARP ELECTRONICS CORPORATI	02/16/10	AR253977	DPW - Engineering	Equipment Maint	167.00	SHARP S450N, PUBLIC WORKS CONTRACT 02/12
					DPW - Engineering	Equipment Maint	92.72	SAHRP S450N, PUBLIC WORKS OVERAGE 01/12-
					City Manager	Equipment Maint	219.31	SHARP MXM5550N, ADMIN, CONTRACT OVERAGE
						Check Totals	479.03	
030593	03/05/10	J SHEETS POOL CONSTRUCTION	03/02/10	30060	Finance	Business Licens	25.00	30060
						Check Totals	25.00	
030594	03/05/10	SHELTON ROOFING COMPANY, IN	03/03/10	3508	Finance	Business Licens	25.00	3508
						Check Totals	25.00	
030595	03/05/10	SHERI GALVIN ANTIQUES & FIX	03/02/10	30055	Finance	Business Licens	25.00	30055
						Check Totals	25.00	
030596	03/05/10	SIERRA LUMBER & FENCE COMPA	03/02/10	20114	Finance	Business Licens	25.00	20114
						Check Totals	25.00	
030597	03/05/10	SIGHT & SOUND SECURITY	03/03/10	4205	Finance	Business Licens	25.00	4205
						Check Totals	25.00	
030598	03/05/10	SIGNATURE ROOFING INC.	03/03/10	30190	Finance	Business Licens	25.00	30190

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030599	03/05/10	SILICON VALLEY TUTORS	03/04/10	9759	Finance	Check Totals	25.00	
						Business Licens	25.00	9759
030600	03/05/10	SILVERCREEK DEVELOPMENT COM	03/02/10	30164	Finance	Check Totals	25.00	
						Business Licens	25.00	30164
030601	03/05/10	SIMMONS STAIRWAYS, INC	03/02/10	20115	Finance	Business Licens	25.00	20115
030601	03/05/10	SIMMONS STAIRWAYS, INC	03/02/10	30163	Finance	Business Licens	25.00	30163
030602	03/05/10	SIMMS PLUMBING & WATER EQUI	03/04/10	20116	Finance	Check Totals	50.00	
						Business Licens	25.00	20116
030603	03/05/10	SKYLINE POOL & SPA INC	03/02/10	30133	Finance	Check Totals	25.00	
						Business Licens	25.00	30133
030604	03/05/10	MATT SLEZAK	03/04/10	30192	Finance	Check Totals	25.00	
						Business Licens	25.00	30192
030605	03/05/10	LORNE SMITH LACROSSE	03/02/10	30014	Finance	Check Totals	25.00	
						Business Licens	50.00	30014
030606	03/05/10	DOUGLAS SNYDER INC.	03/02/10	30009	Finance	Check Totals	50.00	
						Business Licens	25.00	30009
030607	03/05/10	SODEXO AMERICA LLC, MENLO C	03/02/10	30064	Finance	Check Totals	25.00	
						Business Licens	25.00	30064

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	25.00	
030608	03/05/10	SOLID CONCRETE SERVICE	03/02/10	30026	Finance	Business Licens	25.00	30026
						Check Totals	25.00	
030609	03/05/10	SOUTH BAY GUNITE INC	03/02/10	20118	Finance	Business Licens	25.00	20118
						Check Totals	25.00	
030610	03/05/10	SOUTH BAY SOLAR	03/02/10	30016	Finance	Business Licens	25.00	30016
						Check Totals	25.00	
030611	03/05/10	SOUTH BAY SHOWERS INC	03/03/10	3594	Finance	Business Licens	25.00	3594
						Check Totals	25.00	
030612	03/05/10	SPECIALTY MASTIC	03/03/10	30191	Finance	Business Licens	25.00	30191
						Check Totals	25.00	
030613	03/05/10	SPECIALTY TOWING	03/04/10	9590	Finance	Business Licens	25.00	9590
						Check Totals	25.00	
030614	03/05/10	SPECTRUM FINE HOMES INC	03/03/10	30234	Finance	Business Licens	25.00	30234
						Check Totals	25.00	
030615	03/05/10	SPITZER WOODWORKING	03/03/10	30263	Finance	Business Licens	25.00	30263
						Check Totals	25.00	
030616	03/05/10	SPRING CREEK LANDSCAPES	03/02/10	20120	Finance	Business Licens	50.00	20120
						Check Totals	50.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030617	03/05/10	STANLEY CONVERGENT SECURITY	03/02/10	30121	Finance	Business Licens	25.00	30121
						Check Totals	25.00	
030618	03/05/10	STATEWIDE ROOFING INC	03/03/10	30198	Finance	Business Licens	25.00	30198
						Check Totals	25.00	
030619	03/05/10	STEPHANO HOMES	03/03/10	30294	Finance	Business Licens	25.00	30294
						Check Totals	25.00	
030620	03/05/10	STEWART PAINTING INC	03/03/10	4037	Finance	Business Licens	25.00	4037
						Check Totals	25.00	
030621	03/05/10	R V STICH CONSTRUCTION INC	03/02/10	20105	Finance	Business Licens	25.00	20105
						Check Totals	25.00	
030622	03/05/10	STICKS-N-STONES	03/02/10	20121	Finance	Business Licens	25.00	20121
						Check Totals	25.00	
030623	03/05/10	STONERIDGE ROOFING	03/03/10	30212	Finance	Business Licens	25.00	30212
						Check Totals	25.00	
030624	03/05/10	STRONG CONSTRUCTION	03/02/10	30017	Finance	Business Licens	25.00	30017
						Check Totals	25.00	
030625	03/05/10	STRATEGIC FACILITIES PLANNI	03/03/10	6064	Finance	Business Licens	25.00	6064
						Check Totals	25.00	
030626	03/05/10	STUDIO 74 LANDSCAPE ARCHITE	03/04/10	9901	Finance	Business Licens	25.00	9901
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030627	03/05/10	SUCALA CONSTRUCTION INC	03/03/10	30175	Finance	Check Totals	25.00	
						Business Licens	25.00	30175
030628	03/05/10	SUN LIGHT & POWER	03/04/10	9468	Finance	Check Totals	50.00	9648
						Business Licens	50.00	
030629	03/05/10	SUNBELT RENTALS	03/02/10	30099	Finance	Check Totals	25.00	30099
						Business Licens	25.00	
030630	03/05/10	SUNSTATE PLUMBING	03/03/10	30252	Finance	Check Totals	25.00	30252
						Business Licens	25.00	
030631	03/05/10	SWAN POOLS	03/03/10	4852	Finance	Check Totals	25.00	4852
						Business Licens	25.00	
030632	03/05/10	SWANBERG ASSOCIATES	03/04/10	9555	Finance	Check Totals	25.00	9555
						Business Licens	25.00	
030633	03/05/10	T & D CONSTRUCTION INC	03/02/10	20123	Finance	Check Totals	25.00	20123
						Business Licens	25.00	
030634	03/05/10	T & G CONSTRUCTION CO	03/02/10	20124	Finance	Check Totals	50.00	20124
						Business Licens	50.00	
030635	03/05/10	T & H BUILDING SUPPLY INC	03/03/10	3659	Finance	Check Totals	25.00	3659
						Business Licens	25.00	
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030636	03/05/10	T D ROOFING INC	03/02/10	20125	Finance	Business Licens	50.00	20125
						Check Totals	50.00	
030637	03/05/10	TAMURA DESIGNS	03/03/10	30177	Finance	Business Licens	25.00	30177
						Check Totals	25.00	
030638	03/05/10	TAPIA CONSTRUCTION & RESTOR	03/02/10	20126	Finance	Business Licens	50.00	20126
						Check Totals	50.00	
030639	03/05/10	TDM TILING INC	03/03/10	30316	Finance	Business Licens	25.00	30316
						Check Totals	25.00	
030640	03/05/10	TEAMSTERS LOCAL 856 H & W	02/28/10	03.01.10	NON-DEPARTMENTAL	Payroll Benefit	6,721.00	DENTAL INSURANCE PREMIUMS MARCH 2010
						Check Totals	6,721.00	
030641	03/05/10	TEAMSTERS UNION LOCAL 856	02/27/10	02.27.10	NON-DEPARTMENTAL	Payroll Deducti	401.55	DUES W/H 2/7-2/2/10
						Check Totals	401.55	
030642	03/05/10	THE REUSE PEOPLE OF AMERICA	03/02/10	30018	Finance	Business Licens	25.00	30018
						Check Totals	25.00	
030643	03/05/10	THERMA CORP	03/03/10	30172	Finance	Business Licens	25.00	30172
						Check Totals	25.00	
030644	03/05/10	MARK THOMAS & COMPANY, INC.	02/16/10	13028	NON-DEPARTMENTAL	Contract Engine	24,228.07	LAND SURVEYING: PARK LANE AND POLHEMUS A
						Check Totals	24,228.07	
030645	03/05/10	JOHN THOMPSON/TREE EXPORT	03/02/10	30139	Finance	Business Licens	25.00	30139

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030646	03/05/10	RANDYTHORTON INC/THORTON EL	03/02/10	30130	Finance	Check Totals	25.00	
						Business Licens	25.00	30130
030647	03/05/10	TINCHER CONSTRUCTION	03/02/10	20130	Finance	Check Totals	25.00	
						Business Licens	25.00	20130
030648	03/05/10	TNT DEMOLITION, INC	03/03/10	5062	Finance	Check Totals	25.00	
						Business Licens	25.00	5062
030649	03/05/10	TODD LLOYD CONSTRUCTION	03/02/10	30128	Finance	Check Totals	25.00	
						Business Licens	25.00	30128
030650	03/05/10	TOM NEYLAN PAINTING	03/03/10	5922	Finance	Check Totals	25.00	
						Business Licens	25.00	5922
030651	03/05/10	T00 MUCH FUN CLUB	03/04/10	4279	Finance	Check Totals	25.00	
						Business Licens	25.00	4279
030652	03/05/10	TOP GRADE CONSTRUCTION INC	03/02/10	30081	Finance	Check Totals	25.00	
						Business Licens	25.00	30081
030653	03/05/10	TOU-BAR EQUIPMENT CO, INC	03/03/10	5710	Finance	Check Totals	25.00	
						Business Licens	25.00	5710
030654	03/05/10	TREE LOVERS FLOORS, INC	03/02/10	30095	Finance	Check Totals	25.00	
						Business Licens	25.00	30095
						Check Totals	25.00	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030655	03/05/10	THE TREE TEAM INC	03/02/10	30137	Finance	Business Licens	25.00	30137
						Check Totals	25.00	
030656	03/05/10	THE TREE SPECIALIST	03/03/10	7431	Finance	Business Licens	25.00	7431
						Check Totals	25.00	
030657	03/05/10	TRIDAR LLC	03/02/10	20131	Finance	Business Licens	25.00	20131
						Check Totals	25.00	
030658	03/05/10	TRUGREEN LIMITED PARTNERSHI	03/04/10	3607	Finance	Business Licens	25.00	3607
						Check Totals	25.00	
030659	03/05/10	TRUGREEN LANDCARE, LLC	03/04/10	9302	Finance	Business Licens	25.00	9302
						Check Totals	25.00	
030660	03/05/10	U S GLASS INC	03/03/10	30312	Finance	Business Licens	25.00	30312
						Check Totals	25.00	
030661	03/05/10	U-SAVE ROOF REMOVAL	03/03/10	30260	Finance	Business Licens	25.00	30260
						Check Totals	25.00	
030662	03/05/10	U.S. HEALTHWORKS MEDICAL GR	02/02/10	1658677-CA	DPW - Street Mainten	Inspection & Te	75.00	DMV PHYSICAL FOR COMMERCIAL LICENSE, S.T
						Check Totals	75.00	
030663	03/05/10	GARY ULFERTS CONSTRUCTION	03/03/10	30215	Finance	Business Licens	25.00	30215
						Check Totals	25.00	
030664	03/05/10	UNEDUS CONCRETE INC	03/02/10	20132	Finance	Business Licens	25.00	20132

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030665	03/05/10	UNIFIRST CORPORATION	03/04/10	9739	Finance	Check Totals	25.00	
						Business Licens	25.00	9739
030666	03/05/10	UNIQUE CONCRETE CREATIONS	03/02/10	30057	Finance	Check Totals	25.00	
						Business Licens	25.00	30057
030667	03/05/10	UNITED SITE SERVICES	03/03/10	30306	Finance	Check Totals	25.00	
						Business Licens	25.00	30306
030668	03/05/10	UNITED RENTALS NORTHWEST, I	02/24/10	86133133-001	DPW - Street Mainten	Rent - Tools &	278.49	RENTAL, ARROWBOARD FOR ECR CLOSURES
030669	03/05/10	URBAN TREE MANAGEMENT	03/04/10	9674	Finance	Check Totals	278.49	
						Business Licens	25.00	9674
030670	03/05/10	USPS BUSINESS MAIL ENTRY UN	02/25/10	138000/03-10	Non-Department	Postage	185.00	BULK RATE MAIL PERMIT RENEWAL 03/1/10-02
030671	03/05/10	V & B GRADING INC	03/02/10	30007	Finance	Check Totals	185.00	
						Business Licens	25.00	30007
030672	03/05/10	V B ELECTRIC	03/04/10	30325	Finance	Check Totals	25.00	
						Business Licens	25.00	30325
030673	03/05/10	VALLEY OF CA INC/COLDWELL B	03/02/10	30101	Finance	Check Totals	25.00	
						Business Licens	75.00	30101 30102 30103
030673	03/05/10	VALLEY OF CA INC/COLDWELL B	03/04/10	9935	Finance	Check Totals	25.00	
						Business Licens	25.00	9935
030673	03/05/10	VALLEY OF CA INC/COLDWELL B	03/04/10	5033	Finance	Check Totals	25.00	
						Business Licens	25.00	5033
030673	03/05/10	VALLEY OF CA INC/COLDWELL B	03/04/10	6797	Finance	Check Totals	25.00	
						Business Licens	25.00	6797

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	150.00	
030674	03/05/10	VALLEY SLURRY SEAL COMPANY	03/03/10	30201	Finance	Business Licens	25.00	30201
						Check Totals	25.00	
030675	03/05/10	VALLEY TREE CARE	03/03/10	30280	Finance	Business Licens	25.00	30280
						Check Totals	25.00	
030676	03/05/10	VALLEY CREST TREE COMPANY	03/03/10	6348	Finance	Business Licens	25.00	6348
						Check Totals	25.00	
030677	03/05/10	VAN ACKER CONSTRUCTION	03/03/10	4841	Finance	Business Licens	25.00	4841
						Check Totals	25.00	
030678	03/05/10	VAVURIS LANDSCAPING	03/04/10	9737	Finance	Business Licens	25.00	9737
						Check Totals	25.00	
030679	03/05/10	VICENTE PAINTING	03/03/10	30254	Finance	Business Licens	25.00	30254
						Check Totals	25.00	
030680	03/05/10	VICKERMAN CONSTRUCTION	03/04/10	8985	Finance	Business Licens	25.00	8985
						Check Totals	25.00	
030681	03/05/10	VINTAGE COLLECTION	03/02/10	30089	Finance	Business Licens	25.00	30089
						Check Totals	25.00	
030682	03/05/10	VISION SERVICE PLAN ATTN: A	02/18/10	002370650001	NON-DEPARTMENTAL	Payroll Benefit	860.45	VISION BENEFITS MARCH 2010
						Check Totals	860.45	

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030683	03/05/10	THE VON OECH CORP	03/03/10	3711	Finance	Business Licens	25.00	3711
						Check Totals	25.00	
030684	03/05/10	WALKER RESEARCH	03/03/10	6170	Finance	Business Licens	25.00	6170
						Check Totals	25.00	
030685	03/05/10	WALTON & SONS MASONRY INC	03/03/10	30307	Finance	Business Licens	25.00	30307
						Check Totals	25.00	
030686	03/05/10	WARM CORPORATION WEST	03/02/10	30046	Finance	Business Licens	25.00	30046
						Check Totals	25.00	
030687	03/05/10	WARREN ROOF CORP	03/02/10	30034	Finance	Business Licens	25.00	30034
						Check Totals	25.00	
030688	03/05/10	WARREN CONSTRUCTION	03/03/10	30233	Finance	Business Licens	25.00	30233
						Check Totals	25.00	
030689	03/05/10	WATER HEATER & PLUMBING EXP	03/02/10	20135	Finance	Business Licens	25.00	20135
						Check Totals	25.00	
030690	03/05/10	WAYNE A ANDERSON CONST	03/02/10	30122	Finance	Business Licens	25.00	30122
						Check Totals	25.00	
030691	03/05/10	WENKE CONSTRUCTION INC	03/02/10	20136	Finance	Business Licens	25.00	20136
						Check Totals	25.00	
030692	03/05/10	WESELOH & YOUNG	03/02/10	30165	Finance	Business Licens	25.00	30165
						Check Totals	25.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030693	03/05/10	WEST COAST INSULATION INC	03/02/10	20137	Finance	Check Totals	25.00	
						Business Licens	50.00	20137
						Check Totals	50.00	
030694	03/05/10	WEST COAST SECURITY INC	03/02/10	30005	Finance	Business Licens	25.00	30005
						Check Totals	25.00	
030695	03/05/10	WEST COAST GLASS COMPANY IN	03/03/10	3525	Finance	Business Licens	25.00	3525
						Check Totals	25.00	
030696	03/05/10	WEST COAST TREE CARE INC	03/03/10	3856	Finance	Business Licens	25.00	3856
						Check Totals	25.00	
030697	03/05/10	WESTERN LANDSCAPING	03/03/10	5238	Finance	Business Licens	50.00	5238
						Check Totals	50.00	
030698	03/05/10	WESTWIND BUILDERS & ELECTRI	03/03/10	30251	Finance	Business Licens	25.00	30251
						Check Totals	25.00	
030699	03/05/10	GREGORY A WHITESIDE CONST.	03/02/10	30056	Finance	Business Licens	25.00	30056
						Check Totals	25.00	
030700	03/05/10	WILKINSON ENTERPRISES INC.	03/03/10	30182	Finance	Business Licens	25.00	30182
						Check Totals	25.00	
030701	03/05/10	WILLIAM HILL CONSTRUCTION	03/03/10	30308	Finance	Business Licens	25.00	30308
						Check Totals	25.00	

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030702	03/05/10	RON WILLIAM PLUMBING HEATIN	03/03/10	5045	Finance	Business Licens	25.00	5045
						Check Totals	25.00	
030703	03/05/10	WILSEY HAM	02/25/10	6814	NON-DEPARTMENTAL	Other Contract	2,955.36	STREET RECONSTRUCTION FINAL DESIGN SERVI
						Check Totals	2,955.36	
030704	03/05/10	WINDHAM CONSULTING	03/03/10	6042	Finance	Business Licens	25.00	6042
						Check Totals	25.00	
030705	03/05/10	WITMER-TYSON IMPORTS, INC.	02/23/10	17789	Police	K-9 Expenses	3,000.00	POLICE SERVICE DOG MONTHLY TRAINING D. M
						Check Totals	3,000.00	
030706	03/05/10	THE WOOD FLOOR CO	03/03/10	30275	Finance	Business Licens	25.00	30275
						Check Totals	25.00	
030707	03/05/10	WOODSIDE ELECTRIC INC.	03/04/10	30079	Finance	Business Licens	25.00	30079
						Check Totals	25.00	
030708	03/05/10	TOWN OF WOODSIDE ATTENTION:	02/28/10	03.02.10	DPW - Engineering	Other Contract	218,536.37	AARA FUNDS REIMBURSE, TOWN OF WOODSIDE S
						Check Totals	218,536.37	
030709	03/05/10	WROUGHT IRON GATE	03/02/10	20140	Finance	Business Licens	25.00	20140
						Check Totals	25.00	
030710	03/05/10	ZALUNARDO ELECTRIC INC	03/02/10	30038	Finance	Business Licens	25.00	30038
						Check Totals	25.00	
030711	03/05/10	ZEE MEDICAL INC	03/04/10	30123	Finance	Business Licens	25.00	30123
						Check Totals	25.00	

Town of Atherton  
 Check Disbursement by Vendor for the Check Dates 03/01/2010 through 03/31/2010

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
030712	03/05/10	ZEN BUILDERS	03/03/10	6983	Finance	Check Totals	25.00	
						Business Licens	25.00	6983
						Check Totals	25.00	
030714	03/05/10	BAUMAR	03/02/10	30146	Finance	Business Licens	25.00	30146
						Check Totals	25.00	
						Grand Totals	318,840.15	

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 10012</b>	<b>Check Date: 03/12/2010</b>	<b>Vendor: 01353</b>	<b>TEAMSTERS UNION LOCAL 856</b>	
	PR Batch 501 3 2010 Teamsters Due		03/10/2010	401.55
			<b>Check Total:</b>	401.55
<b>Check No: 10014</b>	<b>Check Date: 03/12/2010</b>	<b>Vendor: 01085</b>	<b>PUBLIC EMPLOYEE'S RETIREM-ACH</b>	
0068-02-10-4	Svs period 02-10-4 payroll 02/07-20/	Svs period 02-10-4 payroll 02/07-20/2010	03/11/2010	53,648.57
			<b>Check Total:</b>	53,648.57
<b>Check No: 10020</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00009</b>	<b>A-A LOCK &amp; ALARM INC</b>	
203205	REKEY 6 TENNIS COURT GATE		02/26/2010	165.00
			<b>Check Total:</b>	165.00
<b>Check No: 10021</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00025</b>	<b>ACCONTEMPS</b>	
30674855	Temp D.Sanghvi 2/10-2/11/10		02/15/2010	343.10
30746032	Temp G. Gann 1/29/10		03/01/2010	-54.18
			<b>Check Total:</b>	288.92
<b>Check No: 10022</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00045</b>	<b>JOSEPH AIELLO</b>	
DEC-FEB	REIMB J.AIELLO IAPMO EXP 12/		03/12/2010	130.00
DEC-MAR	REIMB J.AIELLO CALBIG EXP 12		03/12/2010	80.00
			<b>Check Total:</b>	210.00
<b>Check No: 10023</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00060</b>	<b>LOUIS ANTAS</b>	
070-222-140	Refund wrong parcel size (50%) FY		02/03/2010	60.00
			<b>Check Total:</b>	60.00
<b>Check No: 10024</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00077</b>	<b>AT&amp;T CALNET 2</b>	
000001193545	650-752-8099 PRI SVC 1/27-2/26/1		02/27/2010	491.82
			<b>Check Total:</b>	491.82
<b>Check No: 10025</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00205</b>	<b>CAL WATER SERVICE</b>	
90069321	Station Lane 02/04/-03/04/10		03/05/2010	12.62
62040688	99 Ashfield Road 02/04/-03/04/10		03/05/2010	39.82
			<b>Check Total:</b>	52.44
<b>Check No: 10026</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00257</b>	<b>CHRISTOPHER A JOSEPH &amp; ASSOC</b>	
601127	St Joseph's Traffic Study 1/1-1/31/1		05/05/2010	29,609.80
			<b>Check Total:</b>	29,609.80
<b>Check No: 10027</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00261</b>	<b>THE CITIES GROUP</b>	
02-15-10	WORKERS COMP 01/1-03/31/10		02/15/2010	6,590.13
02-15-10	SAFETY/COMPLIANCE PROG. 01		02/15/2010	1,846.60
			<b>Check Total:</b>	8,436.73
<b>Check No: 10028</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00266</b>	<b>CITY OF BELMONT</b>	
03-24-2010	Storm water meeting for 5 on 03/24/1		03/11/2010	50.00
			<b>Check Total:</b>	50.00
<b>Check No: 10029</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00270</b>	<b>CITY COUNTY OF SAN FRANCISCO</b>	
03-23-2010	TRNING MEDIA RELATION S.HA		02/18/2010	100.00
			<b>Check Total:</b>	100.00
<b>Check No: 10030</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00389</b>	<b>DAILY JOURNAL CORP</b>	
B1790883	ELC Election Noticed Almanac 2/10/1		02/17/2010	130.04
			<b>Check Total:</b>	130.04
<b>Check No: 10031</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00426</b>	<b>DLT SOLUTIONS LLC</b>	
si107134	AutoCAD 2010 Lic DVD and one Ye		01/11/2010	3,623.53

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	3,623.53
<b>Check No: 10032</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00585</b>	<b>N HARRIS COMPUTER CORPORATION</b>	
MN002308	TECHNICAL SUPPORT SEPT 09		08/27/2009	1,634.65
MN002457	TECHNICAL SUPPORT JAN 10		12/31/2009	1,732.73
MN002472	TECHNICAL SUPPORT FEB 10		01/31/2010	1,732.73
			<b>Check Total:</b>	5,100.11
<b>Check No: 10033</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00657</b>	<b>IMPAC. GOVERNMENT SERVICES</b>	
4324-02-22-10	Meals - Gruber		02/05/2010	17.69
4324-02-22-10	Meals - Gruber		02/02/2010	20.09
4324-02-22-10	Supershuttle - Gruber		02/05/2010	33.00
4324-02-22-10	Supershuttle - Gruber		02/03/2010	33.00
4324-02-22-10	Parking - Gruber		02/05/2010	60.00
4324-02-22-10	Lodging & Food - Gruber		02/05/2010	697.61
4324-02-22-10	Town's domain name registration		01/29/2010	119.50
7190-02-22-10	Lodging CSMFO Conf 02/17-02/19/		02/19/2010	408.30
7190-02-22-10	Meals CSMFO Conf. - HO		02/19/2010	5.29
7190-02-22-10	Shuttle to CSMFO conference - HO		02/16/2010	38.00
7190-02-22-10	Meals CSMFO Conf - HO		02/17/2010	6.46
7190-02-22-10	BARTto ABAG meeting - HO		01/26/2010	9.00
7190-02-22-10	Parking CalPers meeting - HO		01/27/2010	16.50
7190-02-22-10	WallsStreet Subs L.Ho		02/17/2010	397.10
4324-02-22-10	Constant Contact - Gruber		02/05/2010	15.00
7190-02-22-10	Laser check for Wellsfargo		02/02/2010	485.94
7190-02-22-10	Cash register equip for SpringBrook		01/27/2010	442.00
5432-02-22-10	CERTIFION, ENTERSECT ONLIN		02/22/2010	88.95
5432-02-22-10	CERTIFION-ENTERSECT ONLINE		02/22/2010	88.95
5465-02-22-10	CONSTRUCTION ALARM SUBSC		02/22/2010	19.95
5465-02-22-10	UPLINK CONSTRUCTION ALAR		02/22/2010	19.95
5432-02-22-10	POST TRAINING-FIREARMS INS		02/22/2010	500.00
5432-02-22-10	POST TRAINING-PROPERTY MG		02/22/2010	350.00
5432-02-22-10	TRAINING POST-M.GUERRA RO		02/22/2010	425.00
5432-02-22-10	DISPATCHER PREP, BONNIVIE		02/22/2010	740.00
5432-02-22-10	LODGING, D.METZGER 2/21-2/26/		02/22/2010	507.20
5432-02-22-10	AIRFARE, PARDORLA PROPERT		02/22/2010	195.40
5432-02-22-10	AIRFARE FEE, PARDORLA		02/22/2010	9.95
5465-02-22-10	DISPATCH FAX TONER		02/22/2010	91.31
5465-02-22-10	HANGING FOLDER FOR DET. DE		02/22/2010	41.73
5465-01-22-10	VIEVU FILE STORAGE & LABEL		01/22/2010	235.95
5465-02-22-10	UPS FOR SGT HALL		02/22/2010	50.82
5465-02-22-10	STAMPS FOR EVIDENCE & COU		02/22/2010	23.90
5465-02-22-10	PAPER, KITCHEN SUPPLIES, KL		02/22/2010	427.04
5432-02-22-10	HEATER FOR EVIDENCE ROOM		02/22/2010	74.28
5465-01-22-10	1 CASE COFFEE P.D. JAN 10		01/22/2010	165.00
5465-01-22-10	MEMO PADS, TAPE BINDER CLI		01/22/2010	192.36
5465-01-22-10	LYSOL, TAPE, LIQUID PAPER, FL		01/22/2010	171.67
5465-01-22-10	TOWELS, LINERS & BATTERIES		01/22/2010	323.55
5465-02-22-10	5-CAR & SUV CELL PHONE CHA		02/22/2010	10.97
5465-02-22-10	EVIDENCE & FIELD EVIDENCE S		02/22/2010	420.70
5465-02-22-10	INVESTIGATION DIGITAL CAME		02/22/2010	21.45
5465-02-22-10	INVESTIGATION DIGITAL CAME		02/22/2010	13.73
5465-01-22-10	REPLACEMENT BATTERY, T.M		01/22/2010	51.00
5465-01-22-10	PATROL VEHICLES BATTERY C		01/22/2010	288.46
5432-02-22-10	BATTERIES, 12 V, FOR SPEED SI		02/22/2010	486.08
4954-02-22-10	Pod rental		02/01/2010	382.38
4954-02-22-10	Main house paint		01/26/2010	52.09
4954-02-22-10	Ink		01/27/2010	60.04
4954-02-22-10	Carriage house battery		02/04/2010	61.18

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	9,395.52
<b>Check No: 10034</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00898</b>	<b>METROPOLITAN TRANSPORTATION CO</b>	
P-TAP-ROUND1	Pavement Mgmt Tech Assistance Ro		03/17/2010	3,254.40
			<b>Check Total:</b>	3,254.40
<b>Check No: 10035</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 00941</b>	<b>NEAL MARTIN &amp; ASSOCIATES</b>	
1027	Garbage/Recycling svcs 12/01/-12/31/		12/31/2009	640.63
			<b>Check Total:</b>	640.63
<b>Check No: 10036</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 01005</b>	<b>JUN PAN</b>	
02/24/10	Reimb Mileage J. Pan Calpers 2/24/1		03/17/2010	24.72
02/24/10	Reimb J. Pan Express Mail Springbro		03/17/2010	18.30
			<b>Check Total:</b>	43.02
<b>Check No: 10037</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 01009</b>	<b>PAPE' MACHINERY</b>	
1036666	INSTALL RADIATOR TRASH SCR		02/22/2010	521.97
			<b>Check Total:</b>	521.97
<b>Check No: 10038</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 01037</b>	<b>PG &amp; E</b>	
7457969332-1	83 Ashfield Rd - PD 01/26/10-02/24/		02/24/2010	1,591.70
3457969588-2	Signal ElCamino/Atherton 12/26/09 -		01/25/2010	29.29
9531312943-9	93 Dinkelspiel Sta Ln 01/26/-02/24/1		02/25/2010	150.73
9291302548-9	Corp Office & Storage 01/26/10-02/2		02/25/2010	76.59
9166302556-6	Atherton Library 01/26/10 to 02/24/1		02/25/2010	440.43
			<b>Check Total:</b>	2,288.74
<b>Check No: 10039</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 01069</b>	<b>PRO FORCE</b>	
75881	TASER X3 T&E BLACK, S/N T710		12/10/2009	1,309.91
			<b>Check Total:</b>	1,309.91
<b>Check No: 10040</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 01073</b>	<b>PROFESSIONAL TREE CARE CO</b>	
14923	BRANCH REMOVAL VARIOUS L		02/28/2010	715.00
			<b>Check Total:</b>	715.00
<b>Check No: 10041</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 01113</b>	<b>RECALL SECURE DESTRUCTION SERV</b>	
2303012852	Shred Documents, P.D. 1/22/10 & 2/		02/20/2010	89.08
			<b>Check Total:</b>	89.08
<b>Check No: 10042</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 01141</b>	<b>REDWOOD PLUMBING CO. INC</b>	
W35747	SEMI ANNUAL HVAC INSP & SE		03/03/2010	1,690.00
			<b>Check Total:</b>	1,690.00
<b>Check No: 10043</b>	<b>Check Date: 03/19/2010</b>	<b>Vendor: 01445</b>	<b>VERIZON WIRELESS</b>	
0845571043	Wireless Service 1/22-2/21/10		02/21/2010	45.01
0845571043	Wireless Service 1/22-2/21/10		02/21/2010	133.84
0845571043	Wireless Service 1/22-2/21/10		02/21/2010	518.12
0845571043	Wireless Service 1/22-2/21/10		02/21/2010	125.16
0845571043	Wireless Service 1/22-2/21/10		02/21/2010	219.92
0845571043	Wireless Service 1/22-2/21/10		02/21/2010	41.72
0845571043	Wireless Service 1/22-2/21/10		02/21/2010	83.14
			<b>Check Total:</b>	1,166.91
<b>Check No: 10044</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 00009</b>	<b>A-A LOCK &amp; ALARM INC</b>	
204516	LOCKSMIT SERVICE-REPLACE		03/02/2010	276.94
			<b>Check Total:</b>	276.94

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 10045</b> 522305	<b>Check Date: 03/26/2010</b> 2 CYCLE OIL FOR CHAINSAW	<b>Vendor: 00013</b>	<b>A-A-A RENTALS INC</b> 03/02/2010	47.98
			<b>Check Total:</b>	47.98
<b>Check No: 10046</b> 30746316 30818866	<b>Check Date: 03/26/2010</b> FINANCE TEMP-D.SANGHVI 02/2 FINANCE TEMP D.SANGHVI 03/0	<b>Vendor: 00025</b>	<b>ACCONTEMPS</b> 03/01/2010 03/15/2010	411.72 548.96
			<b>Check Total:</b>	960.68
<b>Check No: 10047</b> GH032410	<b>Check Date: 03/26/2010</b> HIGH ENERGY HOME PROG & A	<b>Vendor: 00029</b>	<b>ACTERRA</b> 03/24/2010	7,000.00
			<b>Check Total:</b>	7,000.00
<b>Check No: 10048</b> ATHER-2 OF 2	<b>Check Date: 03/26/2010</b> PREP OF FY 08-09 SB-90 ANNUA	<b>Vendor: 0734</b>	<b>AK &amp; COMPANY</b> 02/27/2010	500.00
			<b>Check Total:</b>	500.00
<b>Check No: 10049</b> 000001178915 000001205116 000001205118 000001205117 000001193544 000001178920 000001178921 000001178922 000001178919 000001178917 000001178918 000001205115 000001193543 000001193542 000001191364	<b>Check Date: 03/26/2010</b> 251-1053 1/20-2/19/10 327-3232 02/01-02/28/10 327-4866 02/01-02/28/10 327-4859 02/01-02/28/10 752-0600 01/27-02/26/10 451-6689 1/20-2/19/10 451-6690 1/20-2/19/10 451-6691 1/20-2/19/10 271-7360 1/20-2/19/10 252-8343 1/20-2/19/10 271-5840 1/20-2/19/10 324-5396 0201-02/28/10 566-0280 01/27-02/26/10 330-0686 01/27-02/26/10 322-8691 01/25-02/24/10	<b>Vendor: 00077</b>	<b>AT&amp;T CALNET 2</b> 02/20/2010 03/01/2010 03/01/2010 03/01/2010 02/27/2010 02/20/2010 02/20/2010 02/20/2010 02/20/2010 02/20/2010 02/20/2010 03/01/2010 02/27/2010 02/27/2010 02/25/2010	84.16 15.71 15.76 55.39 111.78 66.28 66.28 76.57 359.47 56.56 265.60 55.70 212.21 15.77 31.45
			<b>Check Total:</b>	1,488.69
<b>Check No: 10050</b> 780611	<b>Check Date: 03/26/2010</b> FINGERPRINT APPS FEB 2010	<b>Vendor: 00181</b>	<b>CA DEPT JUSTICE ACCOUNTING OFF</b> 03/04/2010	98.00
			<b>Check Total:</b>	98.00
<b>Check No: 10051</b> RVW4081	<b>Check Date: 03/26/2010</b> IT ROUTER FOR P.D. CONFEREN	<b>Vendor: 00249</b>	<b>CDW GOVERNMENT INC</b> 02/25/2010	58.86
			<b>Check Total:</b>	58.86
<b>Check No: 10052</b> BR35383	<b>Check Date: 03/26/2010</b> SERVICE FEB 2010	<b>Vendor: 00281</b>	<b>CITY OF REDWOOD CITY</b> 02/28/2010	2,262.00
			<b>Check Total:</b>	2,262.00
<b>Check No: 10053</b> B1796327 B1806933	<b>Check Date: 03/26/2010</b> AD-2010 COMMITTEE RECRUIT TASK FORCE RECRUITMENT AD	<b>Vendor: 00389</b>	<b>DAILY JOURNAL CORP</b> 03/02/2010 03/08/2010	76.51 138.27
			<b>Check Total:</b>	214.78
<b>Check No: 10054</b> 2688246 2688246	<b>Check Date: 03/26/2010</b> ARMORED CAR SERVICE MAR 2 MAINT FEE/FUEL SURCHARGE	<b>Vendor: 00449</b>	<b>DUNBAR ARMORED INC</b> 03/01/2010 03/01/2010	185.37 15.90
			<b>Check Total:</b>	201.27
<b>Check No: 10055</b> 275734	<b>Check Date: 03/26/2010</b> COFFEE-CORP YARD MAR 2010	<b>Vendor: 00501</b>	<b>FIRST CHOICE SERVICES</b> 03/09/2010	20.94

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	20.94
<b>Check No: 10056</b> 15950	<b>Check Date: 03/26/2010</b> LABOR RELATIONS CONSULTIN	<b>Vendor: 00649</b> IEDA INC	03/01/2010	1,000.00
			<b>Check Total:</b>	1,000.00
<b>Check No: 10057</b> 0596-02-22-10 0596-01-22-10 0596-02-22-10 0596-02-22-10	<b>Check Date: 03/26/2010</b> 7500 MILES SERVICE (WHITE CA POLICE MOTOCYCLE SVS(HON ANNUAL TRAINING SESSION M. PASS DEVICE SOFTWARE UPDA	<b>Vendor: 00657</b> IMPAC. GOVERNMENT SERVICES	02/22/2010 01/12/2010 02/22/2010 02/22/2010	91.64 561.51 575.00 451.54
			<b>Check Total:</b>	1,679.69
<b>Check No: 10058</b> 127023	<b>Check Date: 03/26/2010</b> SERVICE WEED WACKER	<b>Vendor: 00681</b> INTERSTATE TRAFFIC CONTROL	03/01/2010	35.00
			<b>Check Total:</b>	35.00
<b>Check No: 10059</b> JAN 2010 JAN 2010 JAN 2010	<b>Check Date: 03/26/2010</b> CONSTR DOC/OBSRV HP PARK I DESIGN PHASE HP PED BRIDGE CONST OBSERVE HP WATER TO	<b>Vendor: 00737</b> KIKUCHI & ASSOCIATES, INC	02/03/2010 02/03/2010 02/03/2010	4,128.91 2,730.00 885.00
			<b>Check Total:</b>	7,743.91
<b>Check No: 10060</b> 21117	<b>Check Date: 03/26/2010</b> MOUNTING BADGES/ENGRAVIN	<b>Vendor: 00753</b> KREFELD'S AWARDS, INC	03/11/2010	272.31
			<b>Check Total:</b>	272.31
<b>Check No: 10061</b> 0152998-IN	<b>Check Date: 03/26/2010</b> (2) 8 GB CARD COMPACTFLASH-	<b>Vendor: 00765</b> L3 COMMUNICATIONS MOBILE-VIS I	03/03/2010	664.25
			<b>Check Total:</b>	664.25
<b>Check No: 10062</b> 4028	<b>Check Date: 03/26/2010</b> SUBSC-TRNG BLLTN/TST DATA	<b>Vendor: 00793</b> LEXIPOL LLC	03/01/2010	2,000.00
			<b>Check Total:</b>	2,000.00
<b>Check No: 10063</b> CUPERTINO ELE CERTIFIED RO BMH ELEC & A MAX SRVC LND	<b>Check Date: 03/26/2010</b> BUSINESS LISC CUPERTINO ELE BUSINESS LISC CERTIFIED RO BUSINESS LISC BMH ELECTRIC BUSINESS LISC MAXIMUM SRV	<b>Vendor: 00929</b> MUNI SERVICES LLC	03/16/2010 03/16/2010 03/02/2010 03/03/2010	125.00 75.00 50.00 75.00
			<b>Check Total:</b>	325.00
<b>Check No: 10064</b> S01311017-JH	<b>Check Date: 03/26/2010</b> COST ALLOC/FEE STUDY JAN 20	<b>Vendor: 00937</b> NBS GOVERNMENT FINANCE GROUP	01/31/2010	300.00
			<b>Check Total:</b>	300.00
<b>Check No: 10065</b> 508027284001 508027284001 511458119001 508027284001 511458120001 508027284001 508027284001	<b>Check Date: 03/26/2010</b> ADMIN-CORRECTION TAPE/FIL FINANCE-PAPER/CALENDARS CHAIR MAT, L.COLLIAU PLANNING-CALENDAR/TAPE/N PLANNING-FILE CABINET-4 DR BLDG-PAPER/PENS/TONERS DPW-CARTRIDGES/TONERS/PAP	<b>Vendor: 00977</b> OFFICE DEPOT	02/05/2010 02/05/2010 03/04/2010 02/05/2010 03/04/2010 02/05/2010 02/05/2010	9.91 134.96 16.92 61.17 457.61 321.16 615.45
			<b>Check Total:</b>	1,617.18
<b>Check No: 10066</b> FEB 2010	<b>Check Date: 03/26/2010</b> PSYCH EVAL P.D. APPLICANT 02	<b>Vendor: 00989</b> GARY M. OLSON	03/03/2010	300.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	300.00
<b>Check No: 10067</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 01045</b>	<b>PITNEY BOWES INC</b>	
791429	P.O. SUPPLIES, RED INK CARTRI		03/13/2010	191.27
489668	EQUIP MAINT DM550 FEEDER 4/		03/01/2010	566.00
489669	EQUIP MAINT WEIGH PLTFRM 4		03/01/2010	207.00
489667	EQUIP MAINT-BASE DM500 04/0		03/01/2010	288.00
			<b>Check Total:</b>	1,252.27
<b>Check No: 10068</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 01063</b>	<b>PRECISION ENTERPRISE INC</b>	
VN43749	SDWLK TRIP HAZARD REMOVA		12/31/2009	8,448.19
			<b>Check Total:</b>	8,448.19
<b>Check No: 10069</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 01089</b>	<b>PURCHASE POWER</b>	
MAR 2010	POSTAGE METER REFILL-02/12/1		03/03/2010	1,318.99
			<b>Check Total:</b>	1,318.99
<b>Check No: 10070</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 01193</b>	<b>SAN MATEO CNTY INFO SERV DEPT</b>	
1YAT11002	P.D. MICROWAVE/MESSAGE SW		03/09/2010	1,313.42
			<b>Check Total:</b>	1,313.42
<b>Check No: 10071</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 01289</b>	<b>SHARP ELECTRONICS CORPORATION</b>	
AR260111	COPIER CONTRACT CHARGE 2/1		03/11/2010	135.49
			<b>Check Total:</b>	135.49
<b>Check No: 10072</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 01290</b>	<b>SHELTON ROOFING COMPANY INC</b>	
3806	REPAIR ROOF POLICE CHIEFS O		02/26/2010	221.00
			<b>Check Total:</b>	221.00
<b>Check No: 10073</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 01313</b>	<b>SPRINT</b>	
130538811-027	MOBILE DATA COMM. P.D. 1/26-		03/01/2010	480.49
			<b>Check Total:</b>	480.49
<b>Check No: 10074</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 01401</b>	<b>TURBO DATA SYSTEMS INC</b>	
16397	CITATION PROCESSING FEB 201		02/28/2010	55.90
			<b>Check Total:</b>	55.90
<b>Check No: 10075</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 01273</b>	<b>WILLIAMS SCOTSMAN, INC</b>	
94843079	P.D. TRAILER RENTAL 03/01-03/2		02/28/2010	729.97
			<b>Check Total:</b>	729.97
<b>Check No: 10076</b>	<b>Check Date: 03/26/2010</b>	<b>Vendor: 01477</b>	<b>WITMER-TYSON IMPORTS INC</b>	
T7796	K-9 TRAINING-LOTTY & REX FE		03/03/2010	930.35
			<b>Check Total:</b>	930.35
<b>Check No: 10077</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00005</b>	<b>ABAG</b>	
9011100228	REIMB CLAIM GL060595 10/19/08		02/28/2010	7,443.20
			<b>Check Total:</b>	7,443.20
<b>Check No: 10078</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00009</b>	<b>A-A LOCK &amp; ALARM INC</b>	
2474	KEYS FOR BUILDINGS		03/26/2010	12.84
203716	PROVIDE & INSTALL KNOBSET		03/23/2010	772.09
			<b>Check Total:</b>	784.93
<b>Check No: 10079</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00013</b>	<b>A-A-A RENTALS INC</b>	
523002	RENTAL - SMALL CHAINSAW		03/16/2010	27.30
			<b>Check Total:</b>	27.30

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No:</b> 10080	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00025	<b>ACCONTEMPS</b>	
30791815	FINANCE TEMP, D.SANGHVI 03/		03/08/2010	548.96
			<b>Check Total:</b>	548.96
<b>Check No:</b> 10081	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00035	<b>ADVANTAGE PRINT (STEMELAND, IN</b>	
42610	LETTERHEAD, P.D.		03/08/2010	135.11
42562	BUSINESS CARDS, N.BONNEVIE		03/02/2010	98.52
			<b>Check Total:</b>	233.63
<b>Check No:</b> 10082	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00037	<b>AFLAC</b>	
425392	FLEX INSURANCE BENEFITS 12/		03/17/2010	1,348.64
766807	FLEX INSURANCE BENEFITS 1/2		02/04/2010	1,348.64
			<b>Check Total:</b>	2,697.28
<b>Check No:</b> 10083	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00041	<b>AGI PUBLISHING</b>	
MARCH 2010	ADVERTISING HP PARK MAR 20		03/01/2010	720.00
			<b>Check Total:</b>	720.00
<b>Check No:</b> 10084	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00049	<b>ALHAMBRA &amp; SIERRA SPRINGS</b>	
03102799391498	WATER, POLICE DEPT 02/22-03/0		03/10/2010	124.68
			<b>Check Total:</b>	124.68
<b>Check No:</b> 10085	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00125	<b>BKF ENGINEERS</b>	
10030174	ATHERTON CHANNEL-PHASE II		03/23/2010	4,828.00
			<b>Check Total:</b>	4,828.00
<b>Check No:</b> 10086	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00141	<b>BPS DOCUMENT SOLUTIONS</b>	
796005	PLANS & SPECS FLETCHER/RID		03/03/2010	1,090.48
798847	SPECS & PLANS FLETCHER/RID		03/16/2010	904.91
			<b>Check Total:</b>	1,995.39
<b>Check No:</b> 10087	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00195	<b>CA PEACE OFFICERS' MEMORIAL FO</b>	
MARCH 10	(75) CA PEACE OFFCR MEMORI		03/31/2010	375.00
			<b>Check Total:</b>	375.00
<b>Check No:</b> 10088	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00226	<b>CALPELRA</b>	
2010/2011	MEMBERSHIP E.WILKERSON 7/1		03/31/2010	350.00
			<b>Check Total:</b>	350.00
<b>Check No:</b> 10089	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00228	<b>CAPE 2010 TRAINING SEMINAR</b>	
MAY 2010	PROPRTY & EVDNCE, PARDORL		03/17/2010	250.00
			<b>Check Total:</b>	250.00
<b>Check No:</b> 10090	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00249	<b>CDW GOVERNMENT INC</b>	
RZL1048	NETGEAR SWITCH FOR BLDG D		03/10/2010	45.89
			<b>Check Total:</b>	45.89
<b>Check No:</b> 10091	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00250	<b>CERTIFION CORPORATION</b>	
33595	EPO LIVE SEARCH-FEB 2010		02/28/2010	55.25
			<b>Check Total:</b>	55.25
<b>Check No:</b> 10092	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00257	<b>CHRISTOPHER A JOSEPH &amp; ASSOC</b>	
601179	ST JOSEPHS TRAFFIC STUDY 2/1		03/04/2010	23,965.75
			<b>Check Total:</b>	23,965.75
<b>Check No:</b> 10093	<b>Check Date:</b> 03/31/2010	<b>Vendor:</b> 00281	<b>CITY OF REDWOOD CITY</b>	
BR24242	FUEL CHARGES BLDG 1/16-2/15/		02/28/2010	39.17
BR24202	VEHICLE REPAIR P.D. 1/16-2/15/		02/28/2010	2,789.87

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
BR24242	FUEL CHARGES P.D. 1/16-2/15/10		02/28/2010	3,327.27
BR24242	FUEL CHARGES DPW ENG 1/16-2		02/28/2010	29.60
BR24202	VEHICLE REPAIR DPW 1/16-2/15/		02/28/2010	975.23
BR24242	FUEL CHARGES DPW STREETS 1		02/28/2010	746.01
<b>Check Total:</b>				<b>7,907.15</b>
<b>Check No: 10094</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00289</b>	<b>CLARK PEST CONTROL</b>	
9952029	WEED CONTROL. HP PARK, MA		03/10/2010	1,280.00
9744502	PEST CONTROL LIBRARY MARC		02/27/2010	95.00
<b>Check Total:</b>				<b>1,375.00</b>
<b>Check No: 10095</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00341</b>	<b>CONTRACT SWEEPING SERVICES</b>	
INV100000283	SWEEP PER CONTRACT, MARCH		03/28/2010	992.70
<b>Check Total:</b>				<b>992.70</b>
<b>Check No: 10096</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00377</b>	<b>CSG CONSULTANTS INC</b>	
017890	QA/QC FOR 64 MOULTON		03/11/2010	248.75
B1008	MENLO SCHOOL PLAN CHECK I.		02/17/2010	1,832.44
017770	CODE ENFORCEMENT 01/30-02/2		03/11/2010	3,199.73
<b>Check Total:</b>				<b>5,280.92</b>
<b>Check No: 10097</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00384</b>	<b>CUTWATER INVESTOR SERVICES COR</b>	
12777A	INVEST ADVISORY SVC 1/1-1/31/		02/15/2010	1,000.00
12903A	INVEST ADVISORY SVC 2/1-2/28/		03/15/2010	1,000.00
<b>Check Total:</b>				<b>2,000.00</b>
<b>Check No: 10098</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00390</b>	<b>MAGDALENA DAVIS</b>	
3535	P.D. RECRUITMENT BROCHURE		03/22/2010	350.00
<b>Check Total:</b>				<b>350.00</b>
<b>Check No: 10099</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00405</b>	<b>TONY DENNIS</b>	
MAR 2010	REIMB MEALS CHLD ABSE INVS		03/29/2010	50.93
MAR 2010	REIMB GAS EXP CHLD ABSE IN		03/29/2010	43.45
<b>Check Total:</b>				<b>94.38</b>
<b>Check No: 10100</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00416</b>	<b>GAURANG DESAI</b>	
49 JAMES	REFUND DEPOSIT HERITAGE TR		03/31/2010	2,000.00
<b>Check Total:</b>				<b>2,000.00</b>
<b>Check No: 10101</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00437</b>	<b>D-PREP LLC</b>	
MAY 2010	PAS OPRTN & CALIBRTN 5/3/10		03/29/2010	292.00
<b>Check Total:</b>				<b>292.00</b>
<b>Check No: 10102</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00493</b>	<b>FEDERAL EXPRESS CORP</b>	
7-027-59192	OVERNIGHT SIP SPECS, FLETCH		03/19/2010	23.81
<b>Check Total:</b>				<b>23.81</b>
<b>Check No: 10103</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00501</b>	<b>FIRST CHOICE SERVICES</b>	
274134	COFFEE ADMIN MARCH 10		03/08/2010	30.08
657198	COFFEE CORP YARD FEB 10		02/08/2010	35.86
<b>Check Total:</b>				<b>65.94</b>
<b>Check No: 10104</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00525</b>	<b>GARDENLAND CENTER INC</b>	
688898	HONDA-2" TRASH PUMP MODEL		03/08/2010	1,093.91
<b>Check Total:</b>				<b>1,093.91</b>
<b>Check No: 10105</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00570</b>	<b>GUY PLUMBING AND HEATING INC.</b>	
0124815-IN	REPAIR TOILETS, PLAYGROUND		03/05/2010	309.37

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	309.37
<b>Check No: 10106</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00585</b>	<b>N HARRIS COMPUTER CORPORATION</b>	
MN002493	TECH SOFTWARE ASST. MAR 20		02/28/2010	1,732.73
			<b>Check Total:</b>	1,732.73
<b>Check No: 10107</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00609</b>	<b>HOME DEPOT CREDIT SERVICES</b>	
1254 3/5/10	PARK SUPPLIES		03/05/2010	11.13
1254 3/5/10	PARK BOLLARDS		03/05/2010	49.58
1254 3/5/10	MIRRORS FOR BRIDES & GROO		03/05/2010	51.62
1254 3/5/10	BLINDS FOR BRIDES & GROOMS		03/05/2010	283.70
1254 3/5/10	PLANTS HP PARK		03/05/2010	129.79
1254 3/5/10	CREDIT PLANTS HP PARK		03/05/2010	-90.09
			<b>Check Total:</b>	435.73
<b>Check No: 10108</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00617</b>	<b>HORIZON DISTRIBUTORS, INC.</b>	
IN000437	SHINDAIWA GUARD		03/05/2010	9.37
IN000297	COMPRESSION COUPLINGS		03/04/2010	25.38
			<b>Check Total:</b>	34.75
<b>Check No: 10109</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00621</b>	<b>HOUSTON COMMUNICATIONS INC</b>	
459973	SALES TAX PAYABLE		02/12/2010	-5.14
459972	SALES TAX PAYABLE		02/12/2010	-5.14
459973	REPAIR HAND HELD HT1250 S/N		02/12/2010	147.61
459972	REPAIR HAND HELD HT1250 S/N		02/12/2010	147.61
			<b>Check Total:</b>	284.94
<b>Check No: 10110</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00673</b>	<b>INTERMOUNTAIN ELECTRIC CO</b>	
031975	TRBLESHOOT/RPR STRTLGHTS		03/10/2010	573.25
031976	REPAIR LIGHTS/WIRING AT H.P.		03/10/2010	2,617.00
			<b>Check Total:</b>	3,190.25
<b>Check No: 10111</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00681</b>	<b>INTERSTATE TRAFFIC CONTROL</b>	
127744	STOP SIGNS, NUTS & BOLTS		03/22/2010	213.91
			<b>Check Total:</b>	213.91
<b>Check No: 10112</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00682</b>	<b>INTRALINE, INC</b>	
0036090-IN	RUSTOLEUM MARKING PAINT,		02/08/2010	117.45
			<b>Check Total:</b>	117.45
<b>Check No: 10113</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00689</b>	<b>IWORQ SYSTEMS, INC</b>	
3229	INTERNET PVMNT MGMNT SVC		03/15/2010	75.00
			<b>Check Total:</b>	75.00
<b>Check No: 10114</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00701</b>	<b>J.P. COOKE CO</b>	
56641	POST OFFICE "INSURED" RED IN		03/03/2010	46.12
			<b>Check Total:</b>	46.12
<b>Check No: 10115</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00737</b>	<b>KIKUCHI &amp; ASSOCIATES, INC</b>	
FEB 2010	HP PARK CRRGE HSE DSGN PHS		03/02/2010	2,009.90
FEB 2010	CONTR. DOC/OBSRV HP PARK I		03/02/2010	625.00
FEB 2010	DESIGN PHASE HP PED BRIDGE		03/02/2010	2,689.80
			<b>Check Total:</b>	5,324.70
<b>Check No: 10116</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00750</b>	<b>KOLTAI LIGHTING DESIGN, LLC</b>	
2002	LIGHTING DESIGN SERVICE AR		03/09/2010	750.00
			<b>Check Total:</b>	750.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 10117</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00869</b>	<b>MCDONOUGH HOLLAND &amp; ALLEN PC</b>	
221350	ADDITIONAL SERVICES SACRE		03/30/2010	589.16
221350	RETAINER SERVICES FEB 2010		03/30/2010	11,000.00
220578	RETAINER SERVICES JAN 2010		03/05/2010	11,000.00
221350	ADDITIONAL SERVICES PLANNI		03/30/2010	3,595.80
220578	ADDITIONAL LEGAL SERVICES		03/05/2010	3,625.44
221350	ADDITIONAL SERVICES BLDG F		03/30/2010	587.60
221350	ADDITIONAL SERVICES PARK F		03/30/2010	1,115.40
220578	ADDITIONAL LEGAL SERVICE D		03/05/2010	3,389.31
221350	ADDITIONAL SERVICES FEB 201		03/30/2010	25,927.66
220578	ADDITIONAL LEGAL SERVICE J		03/05/2010	26,790.96
			<b>Check Total:</b>	<b>87,621.33</b>
<b>Check No: 10118</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00919</b>	<b>MOHAMMAD MORTAZARI</b>	
48 FAIRVIEW	REFUND RECYCLING DEPOSIT 4		03/10/2010	1,000.00
49 FAIRVIEW	REFUND RECYCLING DEPOSIT 4		03/10/2010	1,000.00
			<b>Check Total:</b>	<b>2,000.00</b>
<b>Check No: 10119</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00929</b>	<b>MUNI SERVICES LLC</b>	
DURHAM FENCEBUS LIC, DURHAM FENCE CO. 1/			03/24/2010	50.00
CAL WATERHEATER LIC, CAL WATER HEATER P			03/24/2010	75.00
			<b>Check Total:</b>	<b>125.00</b>
<b>Check No: 10120</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00937</b>	<b>NBS GOVERNMENT FINANCE GROUP</b>	
S02261006-JH	PROF. SVC FINANCIAL PLAN FE		02/26/2010	750.00
S02261005-JH	COST ALLOC PLAN FEE STUDY		02/26/2010	9,000.00
			<b>Check Total:</b>	<b>9,750.00</b>
<b>Check No: 10121</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00945</b>	<b>NEC UNIFIED SOLUTIONS INC</b>	
TM0000014068	REPAIR PARK PHONES 01/27/10		02/25/2010	297.00
			<b>Check Total:</b>	<b>297.00</b>
<b>Check No: 10122</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00965</b>	<b>NORTHERN CA FENCE</b>	
11937	REMOVE & REPLACE FENCE-TE		03/22/2010	22,900.00
			<b>Check Total:</b>	<b>22,900.00</b>
<b>Check No: 10123</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00972</b>	<b>NUG</b>	
2010	MEMBERSHIP L.HO 2010 SPRING		03/24/2010	50.00
			<b>Check Total:</b>	<b>50.00</b>
<b>Check No: 10124</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00977</b>	<b>OFFICE DEPOT</b>	
511458037001	TAPE, SEALS-COUNCIL		03/04/2010	11.48
508027369001	DEEPEST SYMPATHY CARD/AD		02/12/2010	41.56
511458037001	TAPE,FILES,PAPER,NOTEBOOKS		03/04/2010	177.17
511458037001	TONER HP4100, FOLDERS-FINA		03/04/2010	125.55
511458037001	PRINTER CARTRIDGE-PLANNIN		03/04/2010	111.35
511458037001	NOTE PADS-BLDG		03/04/2010	10.39
51145812003	STAPLES-BLDG DEPT		03/04/2010	0.53
511458037001	PAPER, PENS.DIVIDERS,CLIPS,F		03/04/2010	149.05
51145812003	STAPLES-PUBLIC WORKS DEPT		03/04/2010	0.52
			<b>Check Total:</b>	<b>627.60</b>
<b>Check No: 10125</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 00994</b>	<b>MARION OSTER</b>	
38 FLOOD	REFUND LOT LINE ADJ DEPOSIT		03/31/2010	1,000.00
			<b>Check Total:</b>	<b>1,000.00</b>
<b>Check No: 10126</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01021</b>	<b>PAW PRINTS, INC</b>	
22246	(11) ALUMINUM ALARM SIGNS		03/04/2010	300.44

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	300.44
<b>Check No: 10127</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01025</b>	<b>PENINSULA UNIFORMS &amp; EQUIPMENT</b>	
50249	BODY ARMOR LEVEL IIIA, R.EN		01/29/2010	710.07
51054	RAIN GEAR, K.PRONSKA		02/26/2010	525.27
			<b>Check Total:</b>	1,235.34
<b>Check No: 10128</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01029</b>	<b>PETTY CASH</b>	
MAR 2010	INCREASE CHANGE FUND IN DR		03/30/2010	100.00
			<b>Check Total:</b>	100.00
<b>Check No: 10129</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01037</b>	<b>PG &amp; E</b>	
5678831050	Ashfield/Town Hall		04/01/2010	437.38
567883105	Signal-Middlefield/Oak Grove		04/01/2010	43.50
5678831015	Signal E/S Middlefield		04/01/2010	61.05
5678831020	Signal-Marsh/Middlefield		04/01/2010	21.84
5678831002 et al	Street Lights		04/01/2010	4,097.89
5678831040	Pump 150 Watkins		04/01/2010	89.02
5678831030	Activity Bldg 150 Watkins		04/01/2010	276.86
5678831035	Modular Building 150 Watkins		04/01/2010	410.87
			<b>Check Total:</b>	5,438.41
<b>Check No: 10130</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01100</b>	<b>R.J. DAILEY CONSTRUCTION COMPA</b>	
157 STOCKBRIDGE FUND RECYCLING DEPOSIT 1			03/23/2010	14,167.50
			<b>Check Total:</b>	14,167.50
<b>Check No: 10131</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01145</b>	<b>REPUBLIC ITS</b>	
1002534	TRAFFIC SIGNAL MAINT FEB 20		03/11/2010	314.01
			<b>Check Total:</b>	314.01
<b>Check No: 10132</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01176</b>	<b>ANTONIO P SALERNO</b>	
SALERNO	PRO-BONO CONSULTANT SERVI		03/30/2010	1.00
			<b>Check Total:</b>	1.00
<b>Check No: 10133</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01189</b>	<b>SAN JOSE STATE UNIVERSITY FOUN</b>	
APRIL 2010	INTRNL AFFAIRS INVEST, S.HAL		03/29/2010	336.00
APRIL 2010	ROBBERY INVSTGTM, T.DENNIS		03/29/2010	633.00
			<b>Check Total:</b>	969.00
<b>Check No: 10134</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01205</b>	<b>SAN MATEO CNTY CHAPLAINCY</b>	
FEB 2010	CHAPLAINCY SERVICE FEB 201		02/28/2010	250.00
			<b>Check Total:</b>	250.00
<b>Check No: 10135</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01229</b>	<b>SAN MATEO CNTY NARCOTICS TASK</b>	
FY 09/10	FY 2009/2010 CONTRIBUTION		03/01/2010	25,454.00
			<b>Check Total:</b>	25,454.00
<b>Check No: 10136</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01237</b>	<b>SAN MATEO CNTY SHERIFF'S OFFIC</b>	
8406	LIVE SCAN SERVICE-FEB 2010		03/05/2010	36.00
			<b>Check Total:</b>	36.00
<b>Check No: 10137</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01257</b>	<b>SAN MATEO REGIONAL NETWORK INC</b>	
18725	ACCESS FEE T-1 SERVICE MARC		03/10/2010	385.00
			<b>Check Total:</b>	385.00
<b>Check No: 10138</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01289</b>	<b>SHARP ELECTRONICS CORPORATION</b>	
AR260325	CONTRACT PRINTER S450N 3/12		03/12/2010	167.00
AR260325	CONTRACT OVERAGE S450N 2/1		03/12/2010	22.26



<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
380 0361508	MATS HP PARK	03/03/10	03/03/2010	7.50
380 0362469	MATS HP PARK	03/10/10	03/10/2010	9.61
380 0352691	MATS HP PARK	12/30/09	12/30/2009	11.10
<b>Check Total:</b>				<b>897.59</b>
<b>Check No: 10146</b>	<b>Check Date: 03/31/2010</b>	<b>Vendor: 01453</b>	<b>VOYAGER FLEET SYSTEMS INC.</b>	
869016477002	MOTORCYCLE FUEL FEB 2010		02/24/2010	58.48
869016477003	MOTORCYCLE FUEL MARCH 20		03/24/2010	97.05
<b>Check Total:</b>				<b>155.53</b>
<b>Report Total:</b>				<b>425,885.57</b>



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: FINANCIAL REPORT FOR THE NINE MONTHS ENDED MARCH 31,  
2010**

### **RECOMMENDATION**

Receive the General Fund Financial Report for the nine months ended March 31, 2010.

### **DISCUSSION**

Staff revised the format on how the financial report is to be presented. The new format incorporates a column “**Accrual**” to account for revenues and expenditures that need to be included to more accurately reflect the actual data. For the nine months ended March 31, 2010, if revenues and expenditures are assumed to be distributed evenly, 75% of the annual FY 2009-10 Budget (9/12) should be earned or incurred.

The accrual amounts only reflect data up to April 14, 2010.

This report included the mid-year budget adjustments approved by the City Council on the February 17, 2010, meeting.

### **General Fund Revenues**

For the nine months ended March 31, 2010, the General Fund reported revenues of \$6,811,691 which is 67.5% of the annual revenue budget for FY 2009-10.

### **General Fund Expenditures**

Monthly Financial Report

As to the expenditures for the nine months ended March 31, 2010, the General Fund reported \$8,177,950, which is 73.5% of the annual expenditure budget for FY 2009-10.

The City Attorney Department expended 87.6% of the annual budget as of March 31, 2010. At the present time, this department is expected to finish the year without additional appropriation request to the City Council.

**FISCAL IMPACT**

None

Prepared by:

Approved by:

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Louise Ho  
Finance Director

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Jerome D. Gruber  
City Manager

Attachment: Financial Report

Town of Atherton										
General Fund										
Financial Report for the <b>Nine</b> Months Ended March 31, 2010										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	9/12 of Budget	Actual July 09 to Mar. 10	Accrual	Adj. Actual July 09 to Mar. 10	% of 9/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 08 to Mar. 09
			75.0%							
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	<b>Revenues</b>									
	Secured	4,740,000	3,555,000	2,659,184		2,659,184	74.8%	2,080,816	56.1%	2,627,604
	Unsecured	298,475	223,856	298,475	7,278	305,752	136.6%	(7,277)	102.4%	276,459
	Prop 1A Loan	(442,363)	(331,772)	(221,181)		(221,181)	66.7%	(221,182)	50.0%	0
	Prop 1A securitization	442,363	331,772	221,181		221,181	66.7%	221,182	50.0%	0
	SB813 Redemption	30,000	22,500	33,874	4,141	38,015	169.0%	(8,015)	126.7%	77,018
	Home Owners Prop Tax Re	40,616	30,462	16,708		16,708	54.8%	23,908	41.1%	(4,503)
	Local Sales & Use Tax	30,000	22,500	47,907	3,336	51,242	227.7%	(21,242)	170.8%	67,948
	Public Safety Sales Tax(Prop 172)	50,000	37,500	33,597	6,441	40,038	106.8%	9,962	80.1%	38,148
	IN LIEU SALES TAX/TRIPLE FLIP	26,698	20,024	13,349		13,349	66.7%	13,349	50.0%	15,764
	Franchise Taxes-PG&E	220,000	165,000	-	175,915	175,915	106.6%	44,085	80.0%	0
	Franchise Tax-Cal Water	73,000	54,750	79,932		79,932	146.0%	(6,932)	109.5%	72,912
	Franchise Tax-BFI	175,000	131,250	80,894		80,894	61.6%	94,106	46.2%	100,043
	Franchise Taxes-Cable	102,000	76,500	49,938		49,938	65.3%	52,062	49.0%	101,138
	Document Trsf Tax	225,000	168,750	170,833	12,524	183,357	108.7%	41,643	81.5%	106,983
	Motor Vehicle In-Lieu	606,503	454,877	331,999		331,999	73.0%	274,504	54.7%	311,835
	Motor Veh. Lic Fees (MVLF)	15,000	11,250	7,136		7,136	63.4%	7,864	47.6%	13,766
	Business Licenses	150,000	112,500	82,805	5,140	87,945	78.2%	62,055	58.6%	135,063
	Bus Lic Refund -FY 06/07	35,000	26,250	-		-	0.0%	35,000	0.0%	0
	Bus Lic Refund -FY 07/08	40,000	30,000	-		-	0.0%	40,000	0.0%	(6,129)
	Bus Lic Refund -FY 08/09	-	-	-		-	0.0%	-	0.0%	(6,858)
	Home Occupation	500	375	200		200	53.3%	300	40.0%	1,950
	Building Permit	484,839	363,629	354,581	-	354,581	97.5%	130,258	73.1%	496,305
	Encroachment	125,000	93,750	103,860	-	103,860	110.8%	21,140	83.1%	138,952
	Grading & Drainage	58,000	43,500	36,788		36,788	84.6%	21,212	63.4%	0
	Other Licenses & Permit	500	375	300		300	80.0%	200	60.0%	425
	Landscape Fee	-	-	-		-	0.0%	-	0.0%	(5,000)
	Vehicle Code Fines (Parking)	2,069	1,552	2,769	1,910	4,679	301.5%	(2,610)	226.1%	15,400
	Other Fines & Forfeit (County)	17,456	13,092	14,849	2,169	17,018	130.0%	438	97.5%	10,933
	ERAF Subvention	730,000	547,500	750,175		750,175	137.0%	(20,175)	102.8%	543,116
	POST Reimb	8,000	6,000	3,711		3,711	61.8%	4,289	46.4%	8,072
	CALNENA Reimbursement	3,000	2,250			-	0.0%	3,000	0.0%	0
	CLEARs Reimbursement	395	296			-	0.0%	395	0.0%	0
	DOJ Grant (vest)	1,500	1,125	406		406	36.1%	1,094	27.1%	0
	DOC Grant	5,000	3,750			-	0.0%	5,000	0.0%	0
	ABAG Grant	10,000	7,500	18,338		18,338	244.5%	(8,338)	183.4%	0
	Other Reimbursements	35,700	26,775	35,722	2,187	37,909	100.0%	(2,209)	100.0%	17,232
	SB 90 reimbursement	-	-	1,219		1,219	100.0%	(1,219)	100.0%	0

Town of Atherton										
General Fund										
Financial Report for the <b>Nine</b> Months Ended March 31, 2010										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	9/12 of Budget	Actual July 09 to Mar. 10	Accrual	Adj. Actual July 09 to Mar. 10	% of 9/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 08 to Mar. 09
		(a)	75.0% (b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Grants	-	-	9,901		9,901	100.0%	(9,901)	100.0%	54,556
	React Task Force Reimb	-	-	-		-	0.0%	-	0.0%	55,819
	NARCOTICS Task Force	-	-	-		-	0.0%	-	0.0%	0
	Elections Processing Fee	-	-	-		-	0.0%	-	0.0%	2,000
	Document/Research Fee	-	-	-		-	0.0%	-	0.0%	0
	Photocopy Fee	6,000	4,500	4,304	-	4,304	95.6%	1,696	71.7%	6,401
	Alarm Sign Fees	600	450	925		925	205.6%	(325)	154.2%	780
	Vehicle Release	1,000	750	580		580	77.3%	420	58.0%	2,200
	Fingerprinting Fee	-	-	57		57	100.0%	(57)	100.0%	30
	Affidavit of Cost	2,000	1,500	200		200	13.3%	1,800	10.0%	3,827
	Police Report	2,500	1,875	2,710		2,710	144.5%	(210)	108.4%	2,100
	Special Service Fee	525	394	594		594	150.9%	(69)	113.2%	372
	DUI Recovery (Enforcement)	1,200	900	-		-	0.0%	1,200	0.0%	0
	Post Office	31,768	23,826	34,508	4,314	38,822	162.9%	(7,054)	122.2%	38,822
	Solicitor's Permit	400	300	77		77	25.7%	323	19.3%	0
	Application Fee	-	-	800		800	100.0%	(800)	100.0%	450
	Zoning & Planning Fees	75,000	56,250	87,693		87,693	155.9%	(12,693)	116.9%	54,750
	Plan Check	292,000	219,000	266,544		266,544	121.7%	25,456	91.3%	322,144
	Social Fees	60,000	45,000	36,075		36,075	80.2%	23,925	60.1%	87,968
	Meeting Fees	60,000	45,000	44,700		44,700	99.3%	15,300	74.5%	37,929
	Class Fees	15,000	11,250	10,509		10,509	93.4%	4,492	70.1%	6,853
	Weddings	140,000	105,000	63,735		63,735	60.7%	76,265	45.5%	40,473
	Misc. Use Fee	1,400	1,050	1,160		1,160	110.5%	240	82.9%	449
	Interest Income	60,000	45,000	27,733		27,733	61.6%	32,268	46.2%	133,623
	Cellular One	36,000	27,000	25,053		25,053	92.8%	10,947	69.6%	27,041
	Property Rental-Playscl	77,580	58,185	51,717	6,465	58,181	100.0%	19,399	75.0%	52,325
	Sale of Property	-	-	502		502	100.0%	(502)	100.0%	2,246
	Donations/Contributions	14,286	10,715	14,286		14,286	133.3%	(0)	100.0%	12,176
	Miscellaneous Income	10,000	7,500	16,346	1,919	18,265	243.5%	(8,265)	182.6%	7,212
	Trsf in from Spec Parcel Tax	780,863	585,647	585,647		585,647	100.0%	195,216	75.0%	0
	Transfers in from Gas Tax	-	-	-		-	0.0%	-	0.0%	0
	Transfers in from GFCIP	-	-	-		-	0.0%	-	0.0%	0
	Transfers in from Facilities Construction Fund	82,735	62,051	62,051		62,051	0.0%	20,684	0.0%	0
	<b>Total Revenues</b>	<b>10,090,108</b>	<b>7,567,581</b>	<b>6,577,955</b>	<b>233,735</b>	<b>6,811,691</b>	<b>90.0%</b>	<b>3,278,417</b>	<b>67.5%</b>	<b>6,107,121</b>
	<b>EXPENDITURES</b>									
City Council	Advertising/Publishing	2,000	1,500	-		-	0.0%	2,000	0.0%	0
	Other Contract Services	-	-	-		-	0.0%	-	0.0%	9,400

Town of Atherton										
General Fund										
Financial Report for the <b>Nine</b> Months Ended March 31, 2010										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	9/12 of Budget	Actual July 09 to Mar. 10	Accrual	Adj. Actual July 09 to Mar. 10	% of 9/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 08 to Mar. 09
		(a)	75.0% (b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Office Supplies	1,950	1,463	2,029		2,029	138.8%	(79)	104.1%	4,712
	Membership/Dues	8,407	6,305	8,400		8,400	133.2%	7	99.9%	14,804
	Utilities-Electricity & Water	625	469	207		207	44.2%	418	33.2%	0
	Conferences	5,000	3,750	2,075		2,075	55.3%	2,925	41.5%	6,059
	Mileage Reimbursement	1,300	975	57		57	5.9%	1,243	4.4%	0
	Bus Meeting & Meal	1,100	825	80		80	9.7%	1,020	7.3%	0
	Boards & Commissions	2,000	1,500			-	0.0%	2,000	0.0%	0
	Special Events & Awards	-	-			-	0.0%	-	0.0%	438
	Office Machines & Furniture	7,000	5,250			-	0.0%	7,000	0.0%	0
	Administrative Services	-	-			-	0.0%	-	0.0%	285
	Computer Services Charge	-	-			-	0.0%	-	0.0%	597
	City Council Totals:	29,382	22,037	12,849	-	12,849	58.3%	16,533	43.7%	36,294
Administration (CM, CC, HR)	Salaries & Benefits	730,875	548,156	503,280	14,162	517,442	94.4%	213,433	70.8%	387,710
	Contract Services	29,668	22,251	18,624		18,624	83.7%	11,044	62.8%	89,210
	Supplies & Materials	3,800	2,850	4,629		4,629	162.4%	(829)	121.8%	3,137
	General Expenses	41,045	30,784	27,668	164	27,832	90.4%	13,213	67.8%	48,897
	Facility & Equipment	3,500	2,625	1,836		1,836	70.0%	1,664	52.5%	493
	Reimbursements	-	-	-		-	0.0%	-	0.0%	22,736
	Administration Totals:	808,888	606,666	556,036	14,326	570,363	94.0%	238,525	70.5%	552,184
City Attorney	Contract Services	423,000	317,250	318,414	52,000	370,414	116.8%	52,586	87.6%	236,155
	General Expenses	-	-			-	0.0%	-	0.0%	53
	Supplies & Materials	-	-			-	0.0%	-	0.0%	0
	Reimbursements	-	-			-	0.0%	-	0.0%	0
	City Attorney Totals:	423,000	317,250	318,414	52,000	370,414	116.8%	52,586	87.6%	236,208
Finance	Salaries & Benefits	429,085	321,814	290,300	8,126	298,426	92.7%	130,659	69.5%	251,031
	Contract Services	137,205	102,904	81,464	1,098	82,562	80.2%	54,643	60.2%	16,578
	Supplies & Materials	4,250	3,188	2,534		2,534	79.5%	1,716	59.6%	5,231
	General Expenses	16,605	12,454	11,043	2,304	13,347	107.2%	3,258	80.4%	928
	Rents & Leases	-	-			-	0.0%	-	0.0%	590
	Facility & Equipment	3,000	2,250			-	0.0%	3,000	0.0%	330
	Reimbursements	10,000	7,500	5,000		5,000	66.7%	5,000	50.0%	14,744
	Finance Totals:	600,145	450,109	390,341	11,527	401,868	89.3%	198,277	67.0%	289,431
Planning	Contract Services	191,327	143,495	95,649	71,858	167,507	116.7%	23,820	87.6%	188,456
	Supplies & Materials	2,000	1,500	1,042	-	1,042	69.5%	958	52.1%	53

Town of Atherton										
General Fund										
Financial Report for the <b>Nine</b> Months Ended March 31, 2010										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	9/12 of Budget	Actual July 09 to Mar. 10	Accrual	Adj. Actual July 09 to Mar. 10	% of 9/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 08 to Mar. 09
		(a)	75.0% (b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	General Expenses	2,930	2,198	640	-	640	29.1%		21.8%	
	Planning Totals:	196,257	147,193	97,330	71,858	169,189	114.9%	24,778	86.2%	188,508
Building	Salaries & Benefits	1,009,166	756,875	698,309	19,286	717,595	94.8%	291,571	71.1%	569,915
	Contract Services	19,824	14,868	16,263	321	16,584	111.5%	3,240	83.7%	112,422
	Supplies & Materials	20,790	15,593	7,304		7,304	46.8%	13,486	35.1%	14,468
	General Expenses	8,375	6,281	3,556	130	3,686	58.7%	4,689	44.0%	9,245
	Facility & Equipment	4,500	3,375	-		-	0.0%	4,500	0.0%	436
	Reimbursements	10,000	7,500	5,000	-	5,000	66.7%	5,000	50.0%	36,268
	Building Totals:	1,072,655	804,491	730,433	19,737	750,170	93.2%	322,485	69.9%	742,754
Non-Dept	Retiree Health Care	-	-	-		-		-		
	Contract Services	210,179	157,634	79,307	6,072	85,379	54.2%	124,800	40.6%	0
	Supplies & Materials	21,167	15,875	30,594	2,107	32,701	206.0%	(11,534)	154.5%	0
	General Expenses	305,638	229,229	284,556	1,821	286,377	124.9%	19,261	93.7%	0
	Settlement Expense	-	-	-		-	0.0%	-	0.0%	0
	Non-Dept. Totals:	536,984	402,738	394,457	10,001	404,458	100.4%	132,526	75.3%	-
Police	Salaries & Benefits	4,737,697	3,553,273	3,330,183	91,744	3,421,927	96.3%	1,315,770	72.2%	3,000,352
	Contract Services	221,033	165,775	189,654	5,688	195,342	117.8%	25,691	88.4%	189,522
	Supplies & Materials	147,665	110,749	93,898	-	93,898	84.8%	53,767	63.6%	93,773
	General Expenses	306,238	229,679	315,544	3,572	319,116	138.9%	(12,878)	104.2%	61,933
	Rent & lease	8,590	6,443	5,811	466	6,277	97.4%	2,313	73.1%	0
	Facility & Equipment	44,671	33,503	43,100		43,100	128.6%	1,571	96.5%	60,919
	Reimbursement	69,800	52,350	34,900		34,900	66.7%	34,900	50.0%	106,414
	Police Totals:	5,535,694	4,151,771	4,013,090	101,470	4,114,560	99.1%	1,421,134	74.3%	3,512,914
Public Works (& Parks)	Salaries & Benefits	1,399,338	1,049,504	1,035,425	32,418	1,067,843	101.7%	331,495	76.3%	1,096,059
	Contract Services	288,000	216,000	119,449	3,535	122,984	56.9%	165,016	42.7%	330,042
	Supplies & Materials	70,800	53,100	41,047	605	41,652	78.4%	29,148	58.8%	42,399
	General Expenses	107,393	80,545	110,025	4,044	114,069	141.6%	(6,676)	106.2%	100,173
	Rent & Leases	27,000	20,250	21,678	-	21,678	107.1%	5,322	80.3%	33,290
	Facility & Equipment	16,000	12,000	5,909	-	5,909	49.2%	10,091	36.9%	2,233
	Reimbursements	19,892	14,919	9,946	-	9,946	66.7%	9,946	50.0%	44,029
	Public Works Totals:	1,928,423	1,446,317	1,343,478	40,602	1,384,080	95.7%	544,343	71.8%	1,648,225
	<b>Total Expenditures</b>	<b>11,131,428</b>	<b>8,348,571</b>	<b>7,856,428</b>	<b>321,522</b>	<b>8,177,950</b>	<b>98.0%</b>	<b>2,951,187</b>	<b>73.5%</b>	<b>7,206,518</b>
	<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>(1,041,320)</b>	<b>(780,990)</b>	<b>(1,278,472)</b>	<b>(87,787)</b>	<b>(1,366,259)</b>	<b>174.9%</b>	<b>327,230</b>	<b>131.2%</b>	<b>(1,099,397)</b>

Town of Atherton										
General Fund										
Financial Report for the <b>Nine</b> Months Ended March 31, 2010										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	9/12 of Budget	Actual July 09 to Mar. 10	Accrual	Adj. Actual July 09 to Mar. 10	% of 9/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 08 to Mar. 09
		(a)	75.0% (b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Beg. Fund Balance	7,203,277				7,203,277				
	Proj. Ending Fund Balance	6,161,957				5,837,018				



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: EILEEN M. WILKERSON, ASSISTANT CITY MANAGER**

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: RETURN UNTIMELY CLAIM OF KIMBERLY R. SWEIDY &  
RAYMOND P. STATA RECEIVED ON MARCH 3, 2010**

**RECOMMENDATION:**

Instruct Staff to return the claim of Kimberly R. Sweidy & Raymond P. Stata without action as it is untimely.

**BACKGROUND:**

The Town received a claim presented by Kimberly R. Sweidy & Raymond P. Stata on March 3, 2010 alleging the Town failed to perform their duties during the planning and construction of their house, listing the time frame as 2003-2010. Association of Bay Area Governments (ABAG), the Town's insurance carrier, recommends returning the claim without action since it was not timely presented.

**FISCAL IMPACT:**

No fiscal impact.

Prepared By:

Approved:

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Eileen M. Wilkerson  
Assistant City Manager

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Jerome D. Gruber  
City Manager

# *PROCLAMATION*

Of the Town of Atherton City Council  
Declaring

## **WEST NILE VIRUS AND MOSQUITO AND VECTOR CONTROL AWARENESS WEEK OF APRIL 20, 2010 THROUGH APRIL 26, 2010**

*WHEREAS*, the Town of Atherton recognizes that West Nile Virus – a virulent and potentially deadly form of encephalitis – poses a grave threat to the health and safety of all Californians as early as this spring and for the foreseeable future, and

*WHEREAS*, in 2009, West Nile virus resulted in four deaths in California and 105 individuals from 19 counties tested positive for the virus; and

*WHEREAS*, The State Department of Public Health and the Centers for Disease Control and Prevention predict West Nile virus will again pose a grave public health threat in California in 2010; and

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

*WHEREAS*, The San Mateo County Mosquito and Vector Control District works with mosquito and vector control districts throughout California, the United States Environmental Protection Agency, and the State Department of Public Health to reduce pesticide risks to humans, animals, and the environment while protecting human health from mosquito and vector-borne diseases and nuisance attacks; and

*WHEREAS*, Public awareness can result in reduced production of mosquitoes and other vectors on private, commercial, and public lands by responsible parties, avoidance of the bites of mosquitoes and other vectors when the risk of West Nile Virus and other disease transmission is high, detection of human cases of mosquito and vector-borne diseases that may be otherwise misdiagnosed for lack of appropriate laboratory testing, and the formation of mosquito or vector control agencies where needed; and

*WHEREAS*, West Nile Virus and Mosquito and Vector Control Awareness Week will increase the public's awareness of the threat of West Nile virus and other diseases and the activities of various mosquito and vector research and control agencies working to minimize the health threat within California, and will highlight the educational programs currently available; and

*WHEREAS*, the Mosquito and Vector Control Association of California has designated the week of April 20<sup>th</sup> through April 26, 2010, as West Nile virus and Mosquito and Vector control Awareness week in the State of California.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the Town of Atherton to be affixed this 21<sup>st</sup> day of April, 2010.

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Kathy McKeithen, MAYOR  
Town of Atherton



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

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

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: APPROVE A LETTER TO THE CALIFORNIA HIGH  
SPEED RAIL AUTHORITY PROVIDING COMMENTS ON  
BAY AREA TO CENTRAL VALLEY HIGH-SPEED TRAIN  
REVISED DRAFT PROGRAM ENVIRONMENTAL  
IMPACT REPORT MATERIAL**

#### **RECOMMENDATION:**

Approve a letter to the California High Speed Rail Authority (CHSRA) providing comments on Bay Area to Central Valley High-Speed Train Revised Draft Program Environmental Impact Report (EIR) Material. For brevity purposes, we will call it the DEIRM.

#### **INTRODUCTION:**

The Town of Atherton made comments on the original Bay Area to Central Valley Program Level EIR on October 25, 2007. The CHSRA responded to these comments in the Final EIR, essentially dismissing all Atherton's comments. Subsequent to these responses to comments, the Town joined a lawsuit against the CHSRA. The lawsuit was partially successful, resulting in the decertification of the Final EIR.

On March 11, 2010 the CHSRA released a document titled the Bay Area to Central Valley High-Speed Train Revised Draft Program Environmental Impact Report Material (DEIRM). There is some confusion regarding the status of this document. It at times purports to be a Revised Draft EIR, i.e., in the first paragraph of the announcement of the release sent by email, but the announcement later states that these materials are the only

topic on which comments are allowed, implying that this is not a new Draft EIR, but something else designed only to address the court ruling, and not revisiting the decisions made in the original EIR.

**ANALYSIS:**

It first appears clear that the CHSRA has not complied with CEQA and the court ruling by not recirculating the entire DEIR. Conditions have changed since the original DEIR in 2007, including public outreach and project level activities that have provided additional data that should be considered in the program level EIR. The DEIRM also does not completely address the court ruling, in that it essentially leaves out required analysis of the land use and vibration topics on the Peninsula. In addition, the Town of Atherton's original comments still have not been adequately addressed.

It is therefore the intent of the letter to not only comment on the materials presented by the CHSRA, but also to point out the material and analysis that are missing, to reintroduce the Town's original comment letter, to demand that the entire DEIR be recirculated and commented upon, and to demand that the CHSRA comply with CEQA by revisiting their decision in light of all the required analysis and new information available to them since the court required them to decertify the entire EIR.

It is also the intent to focus a substantial portion of the letter on the I-280 and US-101 alternatives that were summarily dismissed in the original DEIR and on the ridership studies that have been found to be flawed. Studies underway by the Town's partners in the lawsuit will be available at the time the comments are due, but are not yet completed.

The Town has already requested an extension of time for submitting comments, but if that is not granted, this letter will need to be modified by staff as needed to incorporate the findings of those studies. Staff recommends that Council approve the topics and tone of the letter, and authorize staff to make technical revisions needed for this purpose.

Prepared By:

Approved:

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

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Jerome D. Gruber  
City Manager

Attachments: Draft Comment Letter



## Town of Atherton

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

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April 22, 2010

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

Subject:       Comments on Bay Area to Central Valley High-Speed Train Revised Draft  
Program Environmental Impact Report Material

Ladies and Gentlemen:

The Town of Atherton has reviewed the *Bay Area to Central Valley High-Speed Train Revised Draft Program Environmental Impact Report Material*. An Atherton City Council Resolution stating the Town's position (adopted in 2004 and still applicable today) is attached, along with our previous letter on the original EIR/EIS dated October 25, 2007. We reiterate all of the issues raised in our original letter, many of which can affect the decision on the appropriate alignment for the HST project. We request that the Authority reevaluate each of these comments in light of new information available since the original DEIR was prepared.

The court ruling in *Town of Atherton et al v. California High Speed Rail Authority* gave the Authority an excellent opportunity to "do it right". The "material" presented in the document we reviewed does not accomplish this lofty goal. Not only does it not respond to the court's ruling, it does not follow the requirements of CEQA. And most of all, it still does not adequately respond to the concerns of the people most affected. The public controversy over the alignments selected in the months since the court ruling should have resulted in a reevaluation of other alternatives, either another way to run the train up the Peninsula, and/or another route not on the Peninsula. The opportunity was there, and so far it has been missed.

The point of the EIR process and of CEQA is to come up with the best alternative, not to just do the absolute minimum to respond to the court's order. The court ruling specifically decertified the entire document, not just specific parts. The changes resulting from the parts focused on could very well result in different alternatives being preferred environmentally, as well as economically.

In fact, the revised material entirely missed several elements of the court's ruling, specifically related to land use impacts and vibration, that apply to the entire corridor. Instead, they focused their analysis almost entirely on the San Jose to Gilroy segment. There is no analysis of these impacts on Atherton and our neighbors.

To meet the requirements of CEQA, to respond to the voice of the people of the Peninsula, and to "do it right", the Draft Environmental Impact Report should be reevaluated in light the court's order and the new information, republished in its entirety and recirculated for a *de novo* public comment period.

Our staff, our Rail Committee and our City Council have the following specific comments, both on the material presented, and on the program for the Bay Area to the Central Valley as a whole:

## **DEIR MATERIAL**

### Land Use Impacts

First and foremost the material presented does not respond to the court's ruling with respect to land use impacts. Referring to land acquisition on the Peninsula, specifically in Atherton, the ruling states: "The need for the taking of additional property...will be required to be analyzed." The materials presented do not do this.

The consultants preparing the response have misread the court's ruling and focused entirely on the UPRR issue, mostly from San Jose to Gilroy. However, the court's ruling clearly states that "the need to acquire additional property [on the Peninsula] is a related issue that will be required to be analyzed". To read this otherwise detracts from the fact that the court was discussing the response to Atherton's comment and the CEQA finding that the "HST tracks were expected to fit within the Caltrain right of way". They were referring to the UPRR issue elsewhere in the ruling, and stating that land use impacts on the Peninsula needed to be re-analyzed along with the UPRR issue. The consultants entirely missed this point also.

On Page 3-3, section 3.2.2 discusses the San Francisco the San Jose Corridor, buried under the heading of "No Access to UPRR Rights-of-Way", ignoring that Peninsula land use impacts are not necessarily related to the UPRR issue, but are an issue requiring a separate and distinct analysis. The half-hearted attempt made to dismiss this issue, using minimizing words such as "predominantly within the PCJPB right-of-way", "mostly within the public right of way" and "need for limited property acquisition" does not satisfy the court ordered analysis. There is not a single description of these property impacts, how much property or where they are. The section does state that property impacts moved from low to "low and medium", but without any further analysis. This does not comply with the court order.

We now know that the HST tracks will not fit within the Caltrain right of way on much of the Peninsula. Current project level studies are clear that additional right of way will be required

throughout the Peninsula, not only for the four tracks, but also for temporary detours or “shooflys”, for reconfigured Caltrain stations and for realigned local roadways. The concept of shared tracks with Caltrain has been eliminated from consideration, as presented in the recently released *Alternatives Analysis Report for the San Francisco to San Jose Section*, April 2010, although it was a primary basis for the land use findings in the original DEIR. That report, on page 4-2 states “Under normal operating conditions, HST is assumed to operate predominantly on two mainline tracks and Caltrain is assumed to operate predominantly on the other two mainline tracks.” This is not “shared use”, it is exclusive use even though connections are available for use under abnormal conditions. This new information, available at the time the new material was prepared, should have been considered and should have caused the entire land use section to be reevaluated. This is what the court ordered. The reevaluation of land use impacts should result in a renewed look at the route alternatives, because the land use impacts would be considerable.

Not only that, but the concept that the HST would share tracks with Caltrain was one of the primary bases for the elimination of the US-101 and I-280 alternatives. Not to mention that such a basis should not have been used in the first place, now that new information has come to light, those route alternatives should be reevaluated in sufficient detail to determine if they are the better way to run HST up the Peninsula. More on this below.

#### Monterey Highway

The issues around placing the HST within the Monterey Highway right-of-way are numerous and complex, resulting in additional potentially significant impacts, including traffic impacts to the Monterey Highway and other impacts to adjacent properties. These impacts, when combined with the impacts of the remaining portions of the corridor, should be reevaluated in total to determine if the Pacheco Route alternative is the least impact corridor.

In addition, the HST through this corridor may not be able to achieve the high speeds required to achieve the required 2:42 travel time from Los Angeles to San Francisco. A further note is that this alignment is longer than the Altamont alternative, so any loss of time will jeopardize compliance with the requirements of AB 3034. A Peninsula alignment using I-280 could be designed to achieve higher speeds than on the Caltrain corridor, making up for the time lost on the Monterey Highway and the longer Pacheco alignment.

#### Vibration Impacts

The court’s ruling also required a revised analysis and finding of vibration impacts. This ruling has been completely ignored in the materials we reviewed. This is just one more reason why this effort needs to be rejected by the Authority and redone in compliance with the court’s ruling and with CEQA.

## **PROGRAM LEVEL EIR – CALTRAIN CORRIDOR**

### Use of Caltrain Corridor

As previously discussed in our letter of October 25, 2007, high speed rail along the Caltrain corridor is not necessary or desirable. In fact, the devastation which would be wreaked upon Peninsula cities by construction of a high speed rail line through the narrow Caltrain corridor would be considerable. The initial premise that HST would share tracks with Caltrain has proven to be unworkable, but the study never took the appropriate step back to determine if there was a better alternative based on this significant change in the underlying premise.

The Draft EIR did not consider and the revised material does not revise the DEIR to reflect the impacts of dedicated HST tracks. It therefore does not include the significant associated costs and environmental impacts of alternatives involving dedicated HST tracks within the Caltrain right of way. Additional considerations must include:

- Land acquisition for wider right of way and dedicated boarding platforms
- Additional trackage including temporary “shoo-fly” tracks
- Wider tunnels where required
- Wider trenches where required
- Additional costs to elevate or depress tracks
- Grade separations spanning additional tracks
- Additional electrification system costs
- Additional signal system costs
- Additional station costs for more tracks and boarding platforms
- More tree removal
- More adverse visual and community impact
- Additional construction disruption

The analysis of dedicated track impacts should not be deferred to a subsequent project level environmental and cost analysis since its results could then indicate that the prior selection of a preferred alternative was wrong. The various alternatives on the Peninsula that do not use the Caltrain Corridor, and that could result in lesser impacts when studied at the project level, including the US-101 and I-280 routes, should remain in the range of alternatives so that they can be studied at the project level.

### Heritage or Significant Trees

With dedicated HST tracks, the High-Speed Train system would have considerably more impact to trees in the Peninsula urban area than the shared track concept of the DEIR and the Caltrain electrification project. There are a considerable number of mature and heritage trees along the corridor, especially in the Town of Atherton, that will be impacted by the project. Replanting

cannot possibly mitigate for the loss of trees, many of them heritage oak trees that have been growing for hundreds of years. These impacts should be avoided where possible by evaluating alternative alignments that do not use the Caltrain Corridor.

The Final EIR response to our comment that “no trees need to be removed to add two tracks to the existing line” is a factually incorrect statement in light of the studies that have already been done for Caltrain Electrification. Those studies showed that tree removal was needed just to add electrification to the existing two-track system. Adding two more tracks, also with electrification, will impact many more trees. Right of way acquisition to widen the narrow right of way will impact all the trees on the acquired land. Electrified shoofly tracks, even on temporary construction easements, will require even more removal of heritage trees, which cannot be adequately replaced after the easement is no longer needed. These impacts have not been appropriately minimized, and are an extremely significant impact on the Peninsula that can be avoided by other route alternatives.

#### Right of Way Impacts

Property on the Peninsula is some of the most valuable property in the country. A right of way cost for 10 acres of land at \$16,500,000 will be completely inadequate, considering that houses on small lots (less than ¼ acre) sell for over \$1 million, and especially in light of the severance damages that are likely when taking a portion of a larger property. The costs of this acquisition need to be accurately estimated. More critical are the impacts to the residents and businesses that must continue on the remainder properties after the project is constructed, and the associated damages to be paid to the remainder. A true evaluation of these environmental, social and economic impacts alone could and should lead to the selection of a different preferred route, either on the Peninsula or off the Peninsula.

#### Other Impacts

Many other impacts were addressed in our October 25, 2007 letter. Those comments still apply, and the responses received at the time were either inadequate, factually incorrect, contradictory or responded to a different questions than the one asked. A thorough reevaluation of these impacts, in the process of recirculating a full Draft EIR, should result in a proper evaluation of and response to the comments made by cities and their professional staff, and the evaluation of other route alternatives, either at the program level or retaining them for consideration at the project level.

#### Peninsula Alignment using the I-280, I-380 or US-101 Corridors

While we support the Altamont alignment for high speed rail (see below), if the southerly Pacheco route is ultimately chosen for high speed rail, an analysis should be made of continuing the high speed rail line from San Jose to San Francisco either via the East Bay and a new trans-bay tube (for the reasons stated in our October 25, 2007 letter) or along the I-280, I-380 or US-

101 Corridors. These alternatives have the potential to avoid considerable significant impacts to the Peninsula.

The I-280 corridor offers innumerable advantages over the Caltrain corridor in terms of land use and other environmental impacts and construction costs. The 101 corridor also has many of these benefits over the Caltrain corridor. Either alignment avoids the dramatic impacts to the established residential communities and commercial establishments along the Peninsula Caltrain corridor. [See the attached independent studies of feasibility of using the I-280 and US-101 corridors.]

Construction along either corridor would have considerable less impact upon Peninsula towns, could be easily accomplished while maintaining freeway traffic, and would have no impact upon Caltrain operations. It would not be nearly as difficult as attempting to construct additional tracks, overhead catenaries and grade separations in the Caltrain corridor while maintaining Caltrain operations.

The Final EIR response to our comment to consider these corridors was that “The Caltrain JPB views the HST as an opportunity to upgrade its services and improve the rail corridor.” This is not an appropriate response, and does not address the comment. The cities on the Peninsula, who own the Caltrain right-of-way, do not want the corridor upgraded in the fashion envisioned by the HST project. Neither should the Authority consider or care what the JPB wants for their system when considering the environmental impacts of the HST project.

The I-280 and US-101 alignments were improperly eliminated from further consideration (as described in Appendix A to the DEIR). Failure to fully evaluate these less intrusive alternatives is a significant deficiency in the DEIR that was not remedied in the revised material. It should be noted that most other segments of the HST project have alternative alignments taken to the project level for evaluation. The Peninsula corridor should have these alternative alignments studied in more detail at the project level. The program level document should provide for this.

We note that the Alternatives Analysis (AA) recently released contains several more “reasons” why the I-280 and US-101 alignments should not be considered further, however most relate only to the cost of the system interfacing with highway curvature, grades and bridges. Many of these same issues are present on the Caltrain corridor, where curvature is not sufficient for high speeds, grades to meet the needs of the communities on the Peninsula will approach HST maximums, and bridges across the Caltrain tracks will require expensive modifications. The AA also contains two paragraphs about environmental effects, showing that these have not been thoroughly studied sufficient to make a comparison of environmental effects with the Caltrain alignment. The relative environmental impacts and costs of the alternatives need to be evaluated and compared before such a decision is made.

And finally, the AA repeats the goal to connect the HST with Caltrain and the Caltrain stops. But this is not the goal of the HST, the goal of the HST is to get from San Francisco to Los Angeles.

A mid-Peninsula station is not essential to this goal (and is not included in AB 3034), as Peninsula riders can take a Caltrain express train to San Jose and transfer to the HST express to Los Angeles (which they would have to do anyway if they took the Caltrain Corridor HST or face stopping at every station on the way to LA). And if the airport is important (it is not included in AB 3034 as a mandate), the line can reconnect with the Caltrain corridor via I-380 and an airport connection can be provided with BART from the San Bruno station.

## **PROGRAM LEVEL EIR – ALTAMONTE CORRIDOR**

### Ridership

New information has come to light after the DEIR and the court order that reflects that the ridership model on which the route selection was based may have changed. The CHSRA Business Plan contains different ridership than that on which the original DEIR was based. This outstanding issue has still not been resolved, and is pending a new peer review by UC Berkeley ITS. Predicating a route selection on non-vetted ridership numbers is premature.

The court ruling approving the route selection was based on the model having been peer reviewed. New information indicates that the model was changed after the peer review. This essentially voids the court's ruling that the route selection based on this model was adequate.

To avoid further litigation on this issue, a ground-up reevaluation of the ridership for all feasible alternatives needs to be conducted.

A number of experts in the field have looked at the ridership numbers and challenged them, including the California Legislative Analyst's Office. Independent analysis conducted in response to the revised material show that the demand estimates used in the ridership studies are three to five times greater than that planned and realized on European and Japanese systems [[See the attached ridership evaluation](#)].

Corrected ridership projections could easily show that a different number of tracks are needed on the Peninsula, or that the Altamont corridor with an East Bay link is more appropriate. A different alignment choice even be needed to generate sufficient ridership to make the HST project viable.

Revised ridership figures may also show that a true shared use corridor on the Peninsula could work, with HST trains and Caltrain trains sharing the existing tracks between San Jose and San Francisco (with sufficient improvements, i.e., to curves, to bring the travel time down to the mandated 31 minutes). A different operating paradigm may bring the project costs more in line with budget availability and reduce environmental impacts and the associated mitigation costs.

### East Bay Link

A route alternative using the Caltrain right of way will take passengers away from Caltrain, negating the need for a Caltrain "Baby Bullet" by providing redundant service. Even non-Caltrain Peninsula routes will divert riders from Caltrain. The HST may get the riders, but at the expense of Caltrain, a zero sum gain. This diversion of riders from an existing marginally operating system could well cause the Caltrain system to fail from lack of farebox revenue.

Providing HST service in the East Bay and/or the Altamont Corridor will not duplicate existing service, because no express service currently exists there. BART and ACE will continue to provide local service, with complementary HST service. HST can provide more timely express service to the Bay Area from the more remote areas to San Jose and San Francisco and provide service from other cities that those services do not serve, significantly enhancing ridership if those corridors are used. More of those riders would come from I-580 and I-880 vehicle traffic than from the local transit services, a desirable outcome.

### Altamont Pass Alignment

As commented in our letter of October 25, 2007, the Altamont Pass Alternative has the unique benefit that it could avoid the Town of Atherton and other Peninsula cities completely. The impacts of High Speed Rail to every Peninsula city will be as great, if not greater, than the impacts to Atherton. As stated before, Caltrain already provides Baby Bullet service on the Peninsula, so providing a redundant service on the Peninsula is inferior to providing a new express rail service in the East Bay.

The San Jose to Oakland corridor is also a specified corridor in the AB 3034 list of corridors. As such, it should merit equal consideration. The response to our comment on the DEIR did not indicate this had been studied at all, despite the Metropolitan Transportation Commission's recommendation that a second tube between Oakland and San Francisco is needed.

The revised material evaluated several Altamont alignment alternatives, all using the UPRR right of way. These were not the appropriate alternatives to be used in this evaluation, because those rights of way are not available for HST use any more than the San Jose to Gilroy line. Meanwhile, studies are already underway of non-UPRR alignments for the Altamont corridor, such as utility corridors and highway corridors. A revised DEIR needs to evaluate those alternatives and revisit the preferred alternative.

The Atherton City Council, by unanimous vote in 2007, strongly recommended that the Altamont Pass Alternative be selected, with service to San Francisco via an additional tube under the Bay between San Francisco and Oakland, and that the Peninsula Caltrain Corridor not be used for High Speed Rail. This recommendation, based on the new information now available, continues to be strongly supported.

## CONCLUSION

The *Bay Area to Central Valley HST Draft Program EIR/EIS for the Proposed California High-Speed Train System* and the subsequent *Bay Area to Central Valley High-Speed Train Revised Draft Program Environmental Impact Report Material* do not adequately address the potential environmental impacts to the San Francisco Peninsula that could be avoided or minimized by use of appropriate alternatives. The responses to comments in the Final EIR did not adequately respond to Atherton's comments. The revised material does not adequately address the changed conditions, new information and the mandate of the court order.

The Authority needs to revisit the alignments being considered, including several that have been previously suggested, and are suggested again here, but were not fully and sufficiently considered, and select those that avoid significant impacts to the maximum extent possible.

If sufficient studies and evaluation have not been made at the program level to narrow the route alternatives, and further studies at the project level would be more appropriate to selecting a final route alternative, all feasible route alternatives, i.e., from San Jose to San Francisco or from the Central Valley to San Francisco, should be retained until such further studies can be performed at the project level. A valid alternative should not be removed until sufficient data has been developed and studied to adequately make such a determination.

Please address the above comments by directing your staff and consultants to appropriately consider the order of the court, to reopen route alternatives that were closed prematurely, to adequately consider all comments submitted by the cities on the Peninsula and to revise and recirculate a revised DEIR.

Town staff welcomes the opportunity to meet with your team to discuss these comments.

Thank you for your consideration.

Sincerely,  
Town of Atherton

Kathy McKeithen  
Mayor

Attached: Atherton City Council Resolution 07-26  
Letter of October 25, 2007  
I-280/US-101 Evaluation  
Ridership Evaluation



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

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

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: APPROVE A CONSULTANT SERVICES AGREEMENT WITH WILSEY-HAM FOR CONSTRUCTION SERVICES FOR THE FLETCHER-RIDGEVIEW PROJECT, IN AN AMOUNT NOT TO EXCEED \$17,948 PLUS A TEN PERCENT CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$19,742.80.**

#### **RECOMMENDATION:**

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Wilsey Ham to provide Construction Services for the Fletcher Ridgeview Project in an amount not exceed \$17,948, plus a 10% contingency, for a total authorization of \$19,742.80.

#### **BACKGROUND:**

The FY 2008-09 adopted Capital Improvement Program included funds for constructing the Fletcher Ridgeview Drainage Project. The project was re-budgeted in FY 2009-10. The Fletcher Ridgeview Drainage project is projected for construction in late May/early June.

Wilsey Ham was chosen by Qualifications Based Selection and approved by Council in February 2008 to be the Town's on-call drainage design consultant. Wilsey-Ham prepared the design for the Fletcher-Ridgeview Drainage Project. This proposal is to retain the services of the designer through the construction periods to provide support to staff.

**FISCAL IMPACT:**

Parcel Tax funds in the amount of \$1,000,000 and Road Impact Fee Funds in the amount of \$500,000 were budgeted for this project in FY 2009-10. Budget revisions due to changes in the Road Impact Fees resulted in a revised budget of \$1,500,000 from Parcel Tax funds only.

The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$17,948. A 10% contingency of \$1,794.80 would bring the total authorization to \$19,742.80, which is within the approved budget.

Prepared by:

Approved by:

---

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

---

Jerry Gruber  
City Manager

Attachments: Consultant Services Agreement with Exhibits

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the TOWN OF ATHERTON, herein called the "Town", and Wilsey-Ham, herein called the "Consultant".

### Recitals

WHEREAS, Town desires to obtain construction support services in connection with Fletcher-Ridgeview Pavement and Drainage Improvement Project; and

WHEREAS, Consultant hereby warrants to the Town that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

### Agreement

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

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

2. Project Coordination.

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

B. Consultant. The Consultant shall assign Jeffrey M. Peterson to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of Consultant are to commence no sooner than May 3<sup>rd</sup>, 2010 and be completed not later than August 31, 2010. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit B, and

incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit B must be approved in writing by the Project Manager.

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

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit C, and incorporated herein by reference. However, in no event shall the amount Town pays Consultant exceed Seventeen Thousand Nine Hundred and Forty-Eight Dollars (\$17,948). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

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

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

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

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

F. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

5. Amendment to Scope of Work. Town shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Town. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate Town authorization.

6. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

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

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

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

10. Conflict of Interest.

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

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

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

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

11. Liability of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

13. Consultant Not an Agent of Town. Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business license. The Town is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

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

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

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

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

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

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

17. Assignment; Subcontractors; Employees

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

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

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

18. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

(b) “This policy shall be considered primary insurance as respects any other valid and collectible insurance the Town may possess, including any self-insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it.”

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

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

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

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

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

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

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

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

19. Termination of Agreement; Default.

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

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, Town may terminate this

Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

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

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the Town. Consultant, however, shall not be liable for the Town's use of incomplete materials nor for the Town's use of complete documents if used for other than the project contemplated by this Agreement.

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

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

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

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in



national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

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

- A. Exhibit A: Scope of Work
- B. Exhibit B: Compensation

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

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

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

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

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

TOWN OF ATHERTON

CONSULTANT

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

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

Date:

Date:

APPROVED AS TO FORM:

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

EXHIBIT A

Scope of Work

[to be inserted]

EXHIBIT B

Compensation

[to be inserted]

March 4, 2010

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

Re: Proposal for Fletcher Ridgeview Storm Drain and Road Improvement Project Construction Services

Dear Duncan:

Based on your e-mail request, Wilsey Ham is pleased to provide you this proposal for Construction Services for the Fletcher Drive/Ridgeview Drive - Storm Drain and Road Improvement Project.

### **Background**

We understand that Construction is about to begin on the Fletcher/Ridgeview project referenced above. As such, Construction Services will be needed to assist the Town of Atherton in guiding the project through construction. This proposal includes the anticipated civil engineering related work during this Construction Phase.

Based on this understanding, Wilsey Ham proposes the following scope of work for this project.

### **Scope of Work**

#### **Task 1 – Construction Services**

The following work is proposed for this task:

- Attend preconstruction meeting.
- Respond to RFI's.
- Review and approve submittals.
- Attend site inspections/meetings as needed with the Contractor to review the construction progress and resolve construction issues. 8 site visits are assumed.
- Prepare minor design revisions to accommodate unforeseen site conditions.
- Perform civil final inspection and prepare punchlist. Perform follow up inspection.
- Prepare record drawings per Contractor markups.

**Deliverables:** Responses to RFI's, submittals, punchlist and record drawings (1 hard copy, PDF's, dwgs).

#### **Assumptions and Exclusions**

The following assumptions and exclusions were used in the preparation of this proposal:

March 4, 2010  
Duncan Jones  
Page 2

1. This proposal does not include the review and certification of contractor pay requests. If this service is desired we can include it for an additional fee.
2. Only the tasks specifically described above are included in this proposal.
3. If the number of site meetings that Wilsey Ham attends exceeds those assumed, additional fees may be requested.

**Fee and Schedule**

Wilsey Ham's Total Not-To-Exceed Fee for the tasks described above is \$17,948. Billings will be monthly based and will be charged on a time and materials basis to the maximum shown above, in accordance with the attached Charge Rate Fee Schedule.

**Authorization**

You may authorize Wilsey Ham to proceed in accordance with this proposal and the Town of Atherton's Contract Provisions upon execution of a contract.

We appreciate the opportunity to participate on your project.

Very truly yours,

Accepted: Town of Atherton

WILSEY HAM  
A California Corporation

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

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

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

Jeffrey M. Peterson  
Principal  
RCE #41,385

Attached: Fee Estimate

Town of Atherton  
 Fletcher Drive/Ridgeview Drive Storm Drain & Road Improvement Project  
 Construction Services Fee Estimate

March 4, 2010

Description/Task	SUPERVISING ENGINEER	SENIOR ENGINEER	ASSOCIATE ENGINEER	DESIGNER TECH II	2 PERSON SURVEY CREW	REIM- BURSABLE EXPENSES	TOTAL WH LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS
	\$196 HRS	\$152 HRS	\$142 HRS	\$114 HRS	\$225 HRS				
<b>1 Construction Services</b>									
1 Attend preconstruction meeting		456 3				25	456	481	3
2 Respond to RFI's		2,432 16					2,432	2,432	16
3 Review Submittals		1,520 10				50	1,520	1,570	10
4 Attend site mtgs and inspections (8)	392 2	4,864 32				100	5,256	5,356	34
5 Minor design revisions		1,824 12		1,368 12			3,192	3,192	24
6 Perform final insp & prep punchlist, follow-up	588 3	1,824 12				25	2,412	2,437	15
7 Prepare record dwgs per Contractor markups.		912 6		1,368 12		200	2,280	2,480	18
Subtotal	980 5	13,832 91		2,736 24		400	17,548	17,948	120
<b>GRAND TOTAL</b>	980 5	13,832 91		2,736 24		400	17,548	17,948	120

- Notes:**
1. The amounts may vary between tasks and individuals but the Grand Total amount will not be exceeded without approval of the Client.
  2. Total All includes subconsultants and reimbursable costs
  3. Hourly rates effective through December 31, 2010 and subject to revision annually thereafter.
  4. All positions may not be shown. If a position is not shown the Charge Rate Fee Schedule will govern



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

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

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE  
OF COMPLETION AND APPROVAL OF CONTRACT CHANGE  
ORDERS IN THE AMOUNT OF \$3,131.31 FOR THE PROJECT NUMBER  
08-026**

### RECOMMENDATION

Pass a motion accepting work, authorizing recording of a notice of completion and approving contract change orders in the amount of \$3,131.31 for the Holbrook Palmer Park Water Tower Lawn (Phase 1) Project Number 08-026 .

### INTRODUCTION

The Council awarded a contract in July 2009 to Scapes, Inc. for \$28,775.90, with a \$2,877.59 construction contingency, for a total authorized amount of \$31,653.49. Work under the contract has been completed.

### ANALYSIS

The original contract price was for \$28,775.90. There was one field directive change order totaling \$3,131.31 and quantity increases of \$90.00 bringing the total contract to \$31,967.21. The contract changes were as follows:

1. Original Contract	\$28,775.90
2. Quantity Increases	\$ 90.00
3. Change Order No. 1 - Screen Project Site from the Pavilion	<u>\$ 3,131.31</u>
TOTAL	\$31,967.21

The Change order was required to screen the project site from the Pavilion due to customer complaints

**FISCAL IMPACT**

Atherton Dames funds in the amount of \$75,000 and Parcel Tax funds in the amount of \$25,000 are budgeted for this project and phase 2 project in FY 2009-10. The project came in \$313.72 (1.0%) over the authorized budget due to the unanticipated change order.

**CONCLUSION:**

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

Prepared By:

Approved:

---

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

---

Jerome D. Gruber  
City Manager

Attachment: Notice of Completion  
Certificate of Completion







## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

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

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE  
OF COMPLETION AND APPROVAL OF CONTRACT CHANGE  
ORDERS IN THE AMOUNT OF \$6,951.52 AND INCREASED QUANTITY  
COSTS IN THE AMOUNT OF \$11,230 FOR THE POLHEMUS AVENUE  
STORM DRAIN IMPROVEMENT PROJECT NUMBER 08-011**

### RECOMMENDATION

Pass a motion accepting work, authorizing recording of a notice of completion and approving contract change orders in the amount of \$6,951.52 and increased quantity cost in the amount of \$11,230 for the Polhemus Avenue Storm Drain Improvement Project Number 08-011.

### INTRODUCTION

The Council awarded a contract in October 2009 to Casey Construction for \$127,956.00, with a \$12,795.60 construction contingency, for a total authorized amount of \$140,751.60. Work under the contract has been completed.

### ANALYSIS

The original contract price was for \$127,956.00. There were 3 field directive change orders totaling \$6,951.52 and quantity increases of \$11,230, bringing the total contract to \$146,137.52. The contract changes were as follows:

- |   |              |
|---|--------------|
| 1. Original Contract  | \$127,956.00 |
| 2. Quantity Increases   | \$ 11,230.00 |
| 3. Change Order No. 1 - Remove obstruction in ditch flow line | \$ 1,778.06  |



**RECORD REQUESTED BY:**

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

**CITY CLERK, TOWN OF ATHERTON**

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

No fee pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

**POLHEMUS AVE. STORM DRAIN IMPROVEMENT PROJECT**  
**PROJECT NO. 08-011**  
**ATHERTON, CALIFORNIA**

NOTICE IS HEREBY GIVEN THAT Duncan L. Jones, Engineer of Work for the Town of Atherton, County of San Mateo, California, on the 21<sup>ST</sup> day of April 2010 did file with the City Clerk of said Town a Certificate of Completion for the work described in the construction contract awarded to Casey Construction, Inc. on the 21<sup>st</sup> day of October, 2009, said contract being executed on the 11<sup>th</sup> day of November 2009.

That said work and improvements were accepted as completed on the 24<sup>th</sup> day of March, 2010 and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 21<sup>st</sup> day of April, 2010, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is International Fidelity Insurance Company, 1575 Treat Blvd., Suite 208, Walnut Creek, CA 94598.

That said work and improvements consisted of Installation of a new storm drain system with piping system and inlets, removal and replacement of asphalt pavement and erosion control mat in ditch as described in the plans and specifications approved by the City Council of the Town of Atherton pursuant to motion, adopted the 21<sup>st</sup> day of April, 2010.

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

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

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

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

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

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

**TOWN OF ATHERTON  
CERTIFICATE OF COMPLETION**

**PROJECT NAME:** POLHEMUS AVE. STORM DRAIN IMPROVEMENT PROJECT  
**PROJECT NUMBER:** 08-011  
**LOCATION:** Polhemus Avenue (cul-de-sac 243-255)

**NOTICE IS HEREBY GIVEN:**

1. That on April 21, 2010, the Public Works project known as POLHEMUS AVE. STORM DRAIN IMPROVEMENT Project Number 08-011 was completed in accordance with the plans and specifications as required by the Town of Atherton.
2. That the name and address of the party filling this notice is:  
Town of Atherton  
91 Ashfield Road  
Atherton, California 94027.
3. That the name and address of the Contractor responsible for the construction of the project is:  
Casey Construction, Inc,  
620 Handley Trail  
Emerald Hills, CA 94062
4. That the name and address of the Contractor's surety is:  
International Fidelity Insurance Company  
1575 Treat Blvd.  
Suite 208  
Walnut Creek, CA 94598.
5. That the project is described as:  
[Description of work.....], as more particularly described in the plans and specification approved by the City Council of the Town of Atherton pursuant to Motion, adopted the 21<sup>st</sup> day of April, 2010.

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

**ATTEST:** \_\_\_\_\_  
**Theresa Della Santa** \_\_\_\_\_  
**Deputy City Clerk** **Date**

Item 17 has been removed from the  
Agenda and will be tabled to May 19, 2010

**RESOLUTION NO. 10-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON ELIMINATING THE BLUE RIBBON TASK FORCE**

---

**WHEREAS**, The creation of a Blue Ribbon Task Force to solicit input and evaluate the economic and operational feasibility of a new Town Center was approved by City Council on May 21, 2008, and;

**WHEREAS**, The City Council passed a motion on November 18, 2009 to accept and approve the Blue Ribbon Task Force Report on Additional Spacing Needs for Public Service, and;

**WHEREAS**, No further direction was given to the Blue Ribbon Task Force, and;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the Town of Atherton does hereby disband and eliminate the Blue Ribbon Task Force from its Town Committee Roster.

**PASSED AND ADOPTED** at a meeting of the City Council of the Town of Atherton held on the 21<sup>st</sup> day of April, 2010 by the following vote:

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

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Kathy McKeithen  
MAYOR

ATTEST:

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Theresa N. DellaSanta  
DEPUTY CITY CLERK



**Item No. 19**

**DATE: FOR THE CITY COUNCIL MEETING OF APRIL 23, 2010**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

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

**SUBJECT: 2009 ANNUAL REPORT TO THE CITY COUNCIL ON THE ATHERTON  
GENERAL PLAN IMPLEMENTATION**

**RECOMMENDATION:**

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

**BACKGROUND:**

The State of California Statutes of 2005 (effective January 1, 2006) require the preparation of an annual report to the local legislative body, the California Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD) describing the following:

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

**2009 ANNUAL REPORT:**

**Status of the Atherton General Plan and Progress in its Implementation**

The Atherton General Plan was updated in 2002 and adopted by the City Council on November 20, 2002. It contains Land Use, Circulation, Housing, Open and Conservation, Noise, and Community Safety Elements. The Housing Element, which is the only element required to be reviewed by HCD, has been found to be "not in compliance" with the HCD review criteria. However, the Atherton City Council adopted the Housing Element pursuant to CGC Section 65585(f)(2) and included in its resolution of adoption written findings that explain the reasons the City Council

believed that the element substantially complies with the requirements of the statute despite the findings of HCD.

In 2008 the Atherton City Council embarked on the preparation of the 2007-14 Housing Element Update. A draft of the Update was submitted to HCD in October 2009. Comments on the draft were received from HCD late December 2009. Changes and additions to the draft were resubmitted to HCD in March 2010. The Town is currently awaiting comments on the proposed changes and additions from HCD.

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

### **Progress in meeting Atherton's Share of Regional Housing Needs**

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

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

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

### **Date of the Last Revision to the Atherton General Plan**

The last revision to the Atherton General Plan was adopted by the City Council on November 20, 2002.

### **ALTERNATIVES:**

1. Accept the Annual Report.

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

**FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

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

**FORMAL MOTION:**

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

Prepared by:

*/s/ Neal Martin*

\_\_\_\_\_  
Neal Martin.  
Town Planner

Approved by:

*/s/ Jerome D. Gruber*

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

**Attachments:**

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



Town of Atherton  
**Annual Element Progress Report - 2009**  
*Housing Element Implementation*

Reporting Period: January 1 - December 31, 2009

**Table B**  
**Regional Housing Needs Allocation Progress**  
**Permitted Units Issued by Affordability**

Enter Calendar Year starting with the first year of the RHNA allocation period.	RHNA Allocation by Income Level										Total Units to Date (all years)	Total Remaining RHNA by Income Level
	Income Level	2007	2008	2009	2010	2011	2012	2013	2014	2014 Year		
Very Low	Deed Restricted	1	2	3	4	5	6	7	8		18	
	Non-Deed Restr.		1									
Low	Deed Restricted										14	
	Non-Deed Restr.											
Moderate	Deed Restricted										16	
	Non-Deed Restr.											
Above Moderate		1	0	(2)							34	
Total RHNA by ABAG.		1	1	(2)							83	
Enter allocation number:												
Total Units												
Remaining Need for RHNA Period												

**Residential Building Permits 2007-2014**

Year	Units Demo.	New Units	New 2nd Units	HIP Units	Net
2007	19	20			1
2008	25	25	1		1
2009	17	15			(2)
2010					0
2011					0
2012					0
2013					0
2014					0
Totals	61	60	1	0	0

Town of Atherton  
**Annual Element Progress Report - 2009**  
*Housing Element Implementation*

Reporting Period: January 1 - December 31, 2009

Table C

Program Implementation Status

Note: The programs, objectives and deadlines described in this Table reflect those of the Adopted Atherton Housing Element for the 1999-2006 RHNA Planning Period. These will be updated when the 2007-2014 Atherton Housing Element is adopted.

Program Description (by Housing Element Program Names)	Describe progress of all programs including progress in removing regulatory barriers as identified in the Housing Element.		
Name of Program	Objective	Deadline in H.E.	Status of Implementation
\$3.410 Market Rate Housing Construction	107 New Above Market Units	2006	Net 1 new units constructed. Market has limited residential construction to reconstruction of 1 unit for each demolished unit.
\$3.420 Second Dwelling Unit Program	10 New Low-Income Units	2006	One new unit constructed.
\$3.430 Faculty and Student Housing Program	27 New Faculty Units and 58 New Student Units in very low, low and moderate income ranges	2006	Market failed to contract any faculty or student units during the planning period.
Removal of Use Permit requirement for second dwelling units	Amend Zoning Ordinance to eliminate requirement	2006	Requirement eliminated in 2003.
Shared Housing Program implemented by the Human Investment Prog.	Continued placement of renters with willing providers	2006	One renter was placed in one Atherton home. Address is confidential.

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

March 30, 2010

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

<sup>1</sup> Language from the OPR Guidelines.

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

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

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

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



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

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

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: AWARD OF CONTRACT TO GALLAGHER & BURK FOR THE  
FLETCHER/RIDGEVIEW DRAINAGE AND STREET PROJECT  
NUMBER 08-010 IN AN AMOUNT NOT TO EXCEED \$922,055.00  
PLUS A TEN PERCENT CONSTRUCTION CONTINGENCY, FOR  
A TOTAL AUTHORIZATION OF \$1,014,260.50.**

#### **RECOMMENDATION:**

Pass a motion to award the contract for Fletcher/Ridgeview Drainage and Street Project, project number 08-010 to Gallagher & Burk, the low bidder on the April 8, 2010 bids, for \$922,055.00, with a 10% construction contingency of \$92,205.50, for a total authorization of \$1,014,260.50; and to authorize the City Manager to sign the contract on behalf of the Town.

#### **INTRODUCTION:**

The FY 2008-09 adopted Capital Improvement Program included funds for constructing the Fletcher Ridgeview Drainage Project. The project was postponed in order to incorporate value-engineering recommendations to reduce cost and impacts to neighboring properties. Wilsey-Ham prepared the design for the project. The project was re-budgeted in FY 2009-10.

The need for the drainage project resulted from the 2000 Townwide Drainage Study (the Nolte Study). When the 2008 Pavement Condition Report came out, it was determined that Ridgeview Drive is the fifth worst street in the Town with a PCI of 39. This PCI, in the fair condition category, makes Ridgeview a candidate for reconstruction.

Fletcher Drive, which has a PCI of 71 (normally just a slurry seal candidate), has several trench cuts across the streets at angles from a previous water and sewer replacement projects, and will have additional cuts from the storm drain project. In addition, both streets, especially Fletcher Drive, have irregular street widths and geometry. For these

reasons, staff recommends that both streets be reconstructed as a part of the storm drain project.

**ANALYSIS:**

11 bids were received for the Fletcher/Ridgeview Drainage and Street Project as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>
Gallagher & Burk	Oakland, CA	\$922,055.00
O'Grady Paving	Mountain View, CA	\$964,451.00
Ghilotti Construction	Santa Rosa, CA	\$986,988.80
G. Bortolotto & Co.	San Carlos, CA	\$1,032,869.23
Top Grade Construction	Livermore, CA	\$1,044,561.50
Interstate Grading and Paving	South San Francisco, CA	\$1,088,910.80
JJ Albanese	Santa Clara, CA	\$1,113,005.00
Pavex	San Jose, CA	\$1,127,700.00
Casey Construction	Emerald Hills, CA	\$1,157,989.84
CF Archibald	Redwood City, CA	\$1,195,559.10
Galeb Paving	Saratoga, CA	\$1,349,475.26

**FISCAL IMPACT:**

Parcel Tax funds in the amount of \$1,000,000 and Road Impact Fee Funds in the amount of \$500,000 were budgeted for this project in FY 2009-10. Budget revisions due to changes in the Road Impact Fees originally resulted in a revised budget of \$1,500,000 from Parcel Tax funds only. However, these low bids allowed the budget to be adjusted to \$1,015,000 from Parcel Tax funds.

Bids were received for the project on April 8, 2010. Gallagher & Burk was the low bidder at \$922,055.00. This bid was 48.60% below the engineer's estimate prepared by Wilsey-Ham, the designer of the project, of \$1,794,028.27. A 10% construction contingency of \$92,205.50 would bring the total authorization to \$1,014,260.50, which is \$485,739.50 (32.38%) below the FY 2009-10 budget.

Prepared By:

Approved:

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

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Jerome D. Gruber  
City Manager



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JEROME D. GRUBER, CITY MANAGER**

**DATE: FOR THE REGULAR MEETING OF MARCH 17, 2010**

**SUBJECT: REVIEW AND DISCUSS THE CARGILL/DMB DEVELOPMENT PLAN**

*(Continued from March 17, 2010 Council Meeting)*

#### **RECOMMENDATION:**

To Be Determined.

#### **BACKGROUND:**

At the February 2010 regular City Council meeting 4 members of the public spoke under public comment in opposition to the Cargill/DMB Development Plan (Saltworks). Under Future Agenda Items, Council Member Marsala moved (seconded by Council Member Lewis) to add the Cargill/DMB Development Plan item to the Agenda for discussion.

#### **The Saltworks Proposal**

Redwood City's Planning Department has received a development proposal for the Cargill Saltworks property. The plans from DMB Associates outline a proposal for development of 1,400-plus acres east of Highway 101 and immediately south of Seaport Boulevard.

The City Council of Redwood City has determined that it is in the public's interest to review the development proposal. Accepting and analyzing a development proposal does not constitute an approval or denial of a project.

According to the documents submitted, the proposal envisions 50 percent of the property to be used for a mix of housing, retail and commercial uses and 50 percent dedicated for wetlands restoration, open space and recreation.

Redwood City's leaders recognize the importance of this property and the tremendous interest in it and have promised keep residents informed throughout the review of this development proposal. This is the beginning of what could be a multi-year process of public engagement and environmental review to shape the plan and its alternatives, and prepare for the decision-making process. As the process unfolds, the City will provide detailed information about the development proposal.

Those opposed to the project have argued that it should be rejected now on principal because it involves filling land that is legally part of the San Francisco Bay and that no further study is required. (No CEQA review is required for a project denial.)

**ALTERNATIVE:**

Attached is a resolution supporting the full restoration of the Cargill salt ponds and inclusion of the salt ponds in the Don Edwards National Wildlife Refuge

**RESOLUTION NO. 10-21**

**RESOLUTION OF THE COUNCIL OF THE TOWN OF ATHERTON  
SUPPORTING THE FULL RESTORATION OF THE CARGILL SALT PONDS  
AND INCLUSION OF THE SALT PONDS IN THE DON EDWARDS NATIONAL  
WILDLIFE REFUGE**

**WHEREAS**, San Francisco Bay is our natural treasure, and it is essential that we protect and restore it to ensure that the Bay Area is a healthy place to live; and,

**WHEREAS**, the era of filling in San Francisco Bay is over – we stopped that destruction forty years ago; and,

**WHEREAS**, the bay’s salt ponds provide the best opportunity to restore a portion of the 150,000 of acres of valuable wetlands destroyed by previous generations; and,

**WHEREAS**, Cargill is proposing a massive development on 1,400 acres of restorable salt ponds in Redwood City. Nothing so breathtaking in size or misguided in scope has been proposed in half a century; and,

**WHEREAS**, salt ponds are not land to be paved – they are part of San Francisco Bay to be restored to tidal marsh for wildlife habitat, natural flood protection for our communities, cleaner water, air and recreation areas for everyone to enjoy; and,

**WHEREAS**, we, as current elected officials, understand the pressures cities face and how essential San Francisco Bay is to our region. The bay belongs to all of us, and we all must protect it; and,

**WHEREAS**, the Council of the Town of Atherton is deeply concerned about the adverse impacts on our community that could result from the proposed Cargill development - in essence a new city of 30,000 residents and untold more commercial tenants - on the infrastructure of the Peninsula, including air quality, water availability, sewage, quality of life, and traffic. For example, Atherton’s already crowded Marsh Road faces a significant increase in vehicle trips resulting from the massive Cargill development; and,

**WHEREAS**, the Council of the Town of Atherton is concerned about these same adverse impacts on the San Francisco Bay Area infrastructure.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Town of Atherton that it opposes the proposed Cargill development and supports full restoration of the Cargill salt ponds and the inclusion of the salt ponds in the Don Edwards National Wildlife Refuge.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on this 21<sup>st</sup> day of April, 2010, by the following vote:*

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

ATTEST:

---

Kathy McKeithen, MAYOR  
TOWN OF ATHERTON

---

Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

---

Wynne S. Furth, City Attorney

To: Atherton Town Council

From: Kathy McKeithen

Re: Cargill Saltworks Project

Date: April 15, 2010

MESSAGE: Attached is a copy of a resolution recently passed by the Woodside Town Council regarding development of the Cargill Saltworks. It is an alternative approach we may wish to consider.

RESOLUTION NO. 2010 -

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODSIDE  
CONVEYING TO THE CITY OF REDWOOD CITY THE TOWN COUNCIL'S  
SERIOUS CONCERNS ABOUT THE PROPOSED DMB REDWOOD CITY/SALTWORKS  
PROJECT AND INDICATING ITS INTENTION TO CLOSELY MONITOR  
THE PENDING ENVIRONMENTAL REVIEW

WHEREAS, in May of 2009, DMB Redwood City/Saltworks submitted the Saltworks 50/50 Balanced Plan to the City of Redwood City, thereby initiating requests for a General Plan Amendment, a Specific Plan, a Zoning Map/Text Amendment, and a Development Agreement for its proposed development project; and

WHEREAS, the proposed DMB Redwood City/Saltworks project involves approximately 1,436 acres of San Francisco Baylands and includes a mix of residential, commercial, recreational, open space uses and their related infrastructure needs; and

WHEREAS, the City of Redwood City has caused certain preliminary reports to be prepared and has found that the project application does not contain fundamental insurmountable issues that would prevent the continued processing of the application, including the initiation of a California Environmental Quality Act (CEQA) review; and

WHEREAS, the City Council of the City of Redwood City has authorized its staff to move ahead with the CEQA review for the proposed project; and

WHEREAS, on March 23, 2010, the Woodside Town Council discussed the scope of the DMB Redwood City/Saltworks project and accepted public testimony during a duly noticed public meeting; and

WHEREAS, the San Francisco Bay, including its wetlands, marshes, and salt ponds, is a regional asset, the health and future of which should be carefully and thoughtfully stewarded by all residents of the Bay Area; and

WHEREAS, development projects, such as that proposed by DMB Redwood City/Saltworks, that encroach upon the San Francisco Bay may pose a variety of environmental and esthetic concerns.

NOW, THEREFORE BE IT RESOLVED THAT, the Town Council of the Town of Woodside does hereby:

1. Declare that the San Francisco Bay is a true regional asset to be protected by all residents in the region.
2. Formally indicate that it is extremely interested in the proposed DMB Redwood City/Saltworks project and intends to maintain access to all pertinent information about the project as the review process unfolds.
3. Indicate that it will keep the proposed project under close scrutiny throughout the environmental and public review process.
4. Declare that, although it is not taking a formal position in opposition to the project at this time, the Town Council has very serious concerns about many salient aspects of the project proposal.

\* \* \* \* \*

PASSED AND ADOPTED by the Town Council of the Town of Woodside, California, at a meeting thereof held on the 13<sup>th</sup> of April 2010 by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

\_\_\_\_\_  
Mayor of the Town of Woodside

ATTEST:

\_\_\_\_\_  
Clerk of the Town of Woodside



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: ADOPTION OF A RESOLUTION RESCINDING THE  
ESTABLISHMENT OF A GENERAL FUND RESERVE POLICY  
ADOPTED IN RESOLUTION 09-26; AND APPROVE A NEW GENERAL  
FUND RESERVE POLICY**

#### **RECOMMENDATION**

Adopt a resolution of the City Council of the Town of Atherton rescinding the establishment of a General Fund reserve policy adopted in Resolution 09-26; approve a resolution authorizing the establishment of a fund balance policy for the General Fund.

#### **DISCUSSION**

On August 19, 2009, the City Council adopted a General Fund reserve policy which requires a four-fifths (4/5) vote of the City Council to use reserves. At the March 17, 2010, City Council meeting, staff was directed to bring back a new General Fund reserve policy which changes the requirement of a supermajority vote (4/5) to a majority vote of three-fifths (3/5).

#### **FISCAL IMPACT**

None

Prepared by:

Approved by:

---

Louise Ho  
Finance Director

---

Jerome D. Gruber  
City Manager

Attachment: Resolution 09-26  
Resolution rescinding 09-26  
Resolution adopting a fund balance policy for the General Fund  
Fund Balance Policy for the General Fund (new)

RESOLUTION NO. 09-26

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
AUTHORIZING THE ESTABLISHMENT OF A GENERAL FUND RESERVE POLICY

WHEREAS, the City Council of the Town of Atherton would like to improve financial performance, maintain financial solvency, protect against economic uncertainty, and provide a reserve for emergency; and

WHEREAS, the City Council desires to establish a reserve fund policy for the General Fund;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve the establishment of a General Fund Reserve Policy in the form attached as Exhibit A and by reference made a part hereof.

\* \* \* \* \*

*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 19th day of August, 2009, by the following vote:*

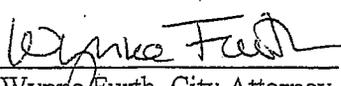
AYES: 4 Council Members: Carlson, McKeithen, Marsala, Lewis  
NOES: 0 Council Members:  
ABSENT: 1 Council Members: Dobbie  
ABSTAIN: Council Members:

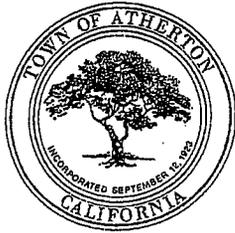
  
Jerry Carlson, MAYOR  
Town of Atherton

ATTEST:

  
Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

  
Wynne Furth, City Attorney



# Town of Atherton

## Fund Balance Policy for the General Fund

### Exhibit A

#### Purpose

To help the Town of Atherton provide quick response to weather economic uncertainty, unexpected situations such as natural disasters, provide sufficient cash flow to avoid the need for short-term borrowing. The policy establishes the appropriate level of reserves which the Town of Atherton will strive to maintain in its General Fund balance; how the target fund balances will be funded; and the conditions under which fund balances can be used.

For purposes of this Policy, the definition of "reserves" is limited to the portion of fund balance that is *unreserved*. Unreserved is to mean not set aside for existing legal obligations of the Town.

#### 1. Amounts Held in Reserve

The Town of Atherton will strive to hold the amounts listed below in General Fund balance, expressed as a percentage of the Town's annual operating expenditures of the General Fund. These amounts are expressed as goal ranges to recognize that fund balance levels can fluctuate from year to year due to the normal course of Town government operations.

- 15-20% - Budget Stabilization Reserve for economic uncertainty, possible State borrowing of Town's fund, known or anticipated future obligations.
- 15-20% - Emergency Disaster Reserve for unforeseen events such as natural disasters, catastrophic accidents.
- 5-10% - Working Capital to provide sufficient cash flow.

#### 2. Funding Target Fund Balance

Funding of General Fund balance targets will generally come from excess revenues over expenditures or one-time revenues. The reserves will be funded in the following priority order:

- Budget Stabilization
- Emergency Disaster

Budget/Fund Balance Policy Exhibit A 8\_09

- Working Capital
- Self-insurance Reserve
- GASB 45 unfunded post-employment benefits other than pensions (retiree health-care)
- Capital improvement projects

### **3. Conditions for Use of Reserves**

The use of reserves shall be limited to unanticipated, non-recurring needs, or anticipated future obligations. Fund balances shall not be used for normal or recurring annual operating expenditures.

The City Manager is authorized to make recommendations to the City Council for use of reserves. A four-fifths (4/5) vote of the City Council will be required to use reserves. Any recommendation shall be accompanied by a plan for the replenishment of the reserves to the City Council.

In no circumstances shall the total General Fund reserve balance drop below 15% of the Town's annual operating expenditures for the General Fund.

**RESOLUTION NO. 10-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
RESCINDING RESOLUTION NO. 09-26 AND APPROVING A NEW GENERAL FUND  
RESERVE POLICY**

**WHEREAS**, on August 19, 2009, the City Council adopted Resolution 09-26 establishing a General Fund reserve policy;

**WHEREAS**, the City Council desires to modify the four-fifths (4/5) vote of the City Council requirement to use reserves of the General Fund Reserve Policy;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the Town of Atherton does hereby rescind Resolution 09-26 and approve the general fund reserve policy attached to this resolution as "Exhibit A".

\* \* \* \* \*

*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 21<sup>st</sup> day of April, 2010 by the following vote:*

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

\_\_\_\_\_  
Kathy McKeithen, MAYOR  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

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



# Town of Atherton

## Fund Balance Policy for the General Fund

### Exhibit A

#### **Purpose**

To help the Town of Atherton provide quick response to weather economic uncertainty, unexpected situations such as natural disasters, provide sufficient cash flow to avoid the need for short-term borrowing. The policy establishes the appropriate level of reserves which the Town will strive to maintain in its General Fund balance; how the target fund balances will be funded; and the conditions under which fund balances can be used.

For purposes of this Policy, the definition of “reserves” is limited to the portion of fund balance that is *unreserved*. Unreserved is to mean not set aside for existing legal obligations of the Town.

#### **1. Amounts Held in Reserve**

The Town will strive to hold the amounts listed below in General Fund balance, expressed as a percentage of the Town’s annual operating expenditures of the General Fund. These amounts are expressed as goal ranges to recognize that fund balance levels can fluctuate from year to year due to the normal course of Town government operations.

- 15-20% - Budget Stabilization Reserve for economic uncertainty, possible State borrowing of Town’s fund, known or anticipated future obligations.
- 15-20% - Emergency Disaster Reserve for unforeseen events such as natural disasters, catastrophic accidents.
- 5-10% - Working Capital to provide sufficient cash flow.

#### **2. Funding Target Fund Balance**

Funding of General Fund balance targets will generally come from excess revenues over expenditures or one-time revenues. The reserves will be funded in the following priority order:

- Budget Stabilization
- Emergency Disaster

- Working Capital
- Self-insurance Reserve
- GASB 45 unfunded post-employment benefits other than pensions (retiree health-care)
- Capital improvement projects

### **3. Conditions for Use of Reserves**

The use of reserves shall be limited to unanticipated, non-recurring needs, or anticipated future obligations. Fund balances shall not be used for normal or recurring annual operating expenditures.

The City Manager is authorized to make recommendations to the City Council for use of reserves. A three-fifths (3/5) vote of the City Council will be required to use reserves. Any recommendation shall be accompanied by a plan for the replenishment of the reserves to the City Council.

In no circumstances shall the total General Fund reserve balance drop below 15% of the Town's annual operating expenditures for the General Fund.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING BUDGET  
AMENDMENT FOR FY 2009-10**

### **RECOMMENDATION**

Adopt the resolution approving the budget amendment for FY 2009-10 for the General Fund Special Tax Fund, and Road Construction Impact Fee Fund.

### **DISCUSSION**

On February 17, 2010, the City Council accepted staff recommendation to correct the inappropriate charges made to the Road Construction Impact Fee Fund in FY 2003-04 of \$432,713 and transfers to General Fund between FY 2002-03 to FY 2005-06 of \$679,849, for a total of \$1,112,562.

To correct and repay the Road Construction Impact Fee Fund of \$1,112,562 the City Manager, based on the Town's Fund Balance Policy, is recommending the use of General Fund reserve. Based on the General Fund fund balance policy adopted by the City Council on August 19, 2009, a supermajority (4/5) vote of the City Council is required unless there is subsequent action by the City Council to change the supermajority requirement to a 3/5 vote.

To assist in refunding the authorized road impact fees, City Manager is also seeking City Council approval to use General Fund reserve of \$40,000 to for MuniServices consultant agreement. This request also requires a supermajority vote unless this requirement is changed by subsequent action.

Furthermore, the Finance Committee met on March 4, 2010, in addition to the road impact fee matter, is also recommending that the City Council approve an additional transfer from the

**Budget Amendment Road Impact Fee**

Special Tax Fund of \$339,653 to the General Fund for Police Department share of the GASB 45 (unfunded retiree healthcare cost) and the overhead allocation cost.

Since FY 2007, 2008, and 2009, Finance Department staffing continues to be a significant deficiencies reported by two Town auditors. To address this issue in FY 2010, the Finance Department hired a temporary to help with heavy workload and cleanup tasks from prior years. Since August of 2009, the Finance Department has gone through four temporary part-time help. The temporary stayed an average of two months and some left for full-time temporary position. This continues to cause difficulties in the Finance Department operation and wasted the training provided on each transition. To assist the Finance Department, the Chief of Police is willing to transfer \$18,000 from the FY 2009-10 Police Department budget to Finance. The \$18,000 came from Police salary savings. Based on Resolution 09-21, any transfers between departments or funds shall require the approval of City Council.

**FISCAL IMPACT**

The road impact fee refund will cost approximately \$1,650,000, the cash available in the Road Construction Impact Fee Fund. No further funding source will be available once this sum is exhausted.

If the City Council approves the transfer of Special Tax to General Fund for police, the transfer of General Fund to Road Construction Fee Fund, and the MuniServices' agreement, the net impact to General Fund is -\$812,909.

Prepared by:

Approved by:

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

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

Attachment: Budget Amendment Resolution  
Exhibit A

**RESOLUTION NO. 10-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON APPROVING BUDGET AMENDMENT  
FOR FY 2009-10**

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**WHEREAS**, it is in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2009-2010 Operating Budget be amended as set forth in Exhibit A, attached hereto and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the Town of Atherton does hereby approve an amendment to the FY 2009-10 Town Budget to enact the changes identified on Exhibit A attached hereto.

**PASSED AND ADOPTED** at a meeting of the City Council of the Town of Atherton held on the 21<sup>st</sup> day of April, 2010, by the following vote:

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

---

Kathy McKeithen  
Mayor

ATTEST:

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Theresa N. DellaSanta  
Deputy City Clerk

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Wynne Furth  
City Attorney

Town of Atherton		
Budget Amendment Request		
FY 2009-10		<b>Exhibit A</b>
	<u>General Fund</u>	<u>Amount</u>
	Police Dept Salary Savings	(18,000)
	Finance Dept Temp Help	18,000
		-
	GASB 45 unfunded retiree healthcare cost for Police Dept	244,307
	Overhead allocation - Police Dept	876,209
		1,120,516
	Parcel Tax transferred at adoption of budget for Police	(780,863)
Transfers in from Special Tax Fund	Additional Transfers in Request	339,653
Transfers out to Road Construction Impact Fee Fund	To reimburse for FY 2002-03 to FY 2005-06 inappropriate charges	1,112,562
Non-Dept - Other Contract Services	Road impact fee refund processing - MuniServices	40,000
	Additional expenditure appropriation request	1,152,562
	<u>Special Tax Fund</u>	
Transfers out to General Fund	For police services	339,653
	<u>Road Construction Impact Fee Fund</u>	
Road Impact Fee Refund	Refund fee collected from 7/1/06 to 12/16/2009	1,654,754



## Town of Atherton

### ITEM 24

#### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JEROME D. GRUBER, CITY MANAGER.**

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: RESOLUTION 10-19 IMPLEMENTING REFUND PROGRAM FOR ROAD IMPACT FEES PAID FROM JULY 1, 2006 THROUGH SEPTEMBER 17, 2009**

*(Continued from March 17, 2010 Council Meeting)*

#### RECOMMENDATION:

Adopt Resolution 10-19 setting out the procedures for refunding road impact fees paid from July 1, 2006 through September 17, 2009. The Council previously authorized refunds of road impact fees paid on or after September 18, 2009. The Town ceased collecting road impact fees on December 18, 2009.

#### BACKGROUND:

At its January 2010 regular meeting, the council authorized a refund program for road impact fees collected by the Town on or after July 1, 2006, but before September 18, 2009, which was the cut-off date for the initial road impact fee refund period. The council directed that the refunds be payable out of the funds remaining in the road impact fee. If funds are insufficient to pay all valid refund claims received, then the refunds are to be pro-rated. A combination of newspaper notices, website postings, and direct mailings are to be used to provide notice to those who may be eligible for a refund. This is a voluntary refund program authorized by the City Council based on its determination

#### ANALYSIS:

The attached resolution sets out the procedures to be followed in giving notice and reviewing claims for refunds. The Town's records of fee payers after May of 2008 list

the individual or entity paying the road impact fee. Unfortunately, before that date, the records are less clear. Staff is able to identify all contractors who applied for, or pulled, building permits during the refund period from its business license records. It also has a good data base of architects who applied for permits since May of 2008. In order to be sure that property owners receive notice of their possible eligibility for a refund, notice will also be sent to all names and addresses listed on the County Assessor's Roll for the Town.

Claimants will have 90 days after notice is sent to file a claim with the Town. They will be required to provide proof of payment, in the form of a receipt, a cancelled check, or an affidavit. No payments will be made until the claim period is closed. If the total claims do not exceed the balance available for payment, then claims will be paid as soon as they can be approved. A settlement and release agreement will be required before payment is made.

**FISCAL IMPACT:**

The refunds not including staff time will cost approximately \$1,650,000, the cash available in the Road Construction Impact Fee Fund. No further funding source will be available once this sum is exhausted.

**RESOLUTION 10-19**  
**RESOLUTION OF THE COUNCIL OF THE TOWN OF ATHERTON**  
**AUTHORIZING ADDITIONAL REFUNDING OF ROAD IMPACT FEES**

WHEREAS, on December 16, 2010, the City Council of the Town of Atherton adopted Resolution No. 09-50 rescinding its road impact fee and authorizing full refunds of all road impact fees paid on or after September 18, 2009 and now wishes to establish a program allowing additional refunds of road impact fees paid between July 1, 2006 through September 17, 2009 for an amount not to exceed the funds available in the road impact fee fund, now therefore:

**THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES FIND AND DETERMINE AS FOLLOWS:**

Section 1. The proceeds of the Town's Road Impact Fee are maintained in a separate Road Impact Fee Fund. Following the payment of refunds authorized by Resolution 09-50, it is estimated that approximately \$1,435,596.00 in unexpended funds will remain in the Road Impact Fee Fund.

Section 2. Because of irregularities in Road Impact Fee increase authorized in 2007, and continuing uncertainty about the legality of road impact fees generally, it is in the best interests of the Town of Atherton to authorize those individuals and entities who paid road impact fee between July 1, 2006 through September 17, 2009 to file a claim for a refund of those fees. The Town has determined that it does not wish to collect, or retain, fees that may have been collected without full legal authority. Refunds shall be payable only from the Road Impact Fee Fund and not from the Town's general funds or any other special funds.

Section 3. If the valid claims for refunds exceed the funds available in the Road Impact Fee Fund (after payment in full of the refunds authorized under Resolution No. 09-50) exceed the balance of the Road Impact Fee Fund, the refunds shall be pro-rated.

Section 4. No new legal rights to road impact fee refunds are created by this refund program. The City Council has established this refund program because it believes it is the right thing to do, and not because it waives any legal defense to such refunds claims.

**NOW, THEREFORE, THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES RESOLVE AND ORDER AS FOLLOWS:**

Section 1. The City Manager is hereby directed to establish a program whereby those individuals and entities paying road impact fees to the Town of Atherton between July 1, 2006 through September 17, 2009 may apply for a refund of all or a portion of those fees.

Section 2. The Town shall provide written notice of the refund program to (1) each improved parcel within the Town of Atherton, as shown on the most recent assessor's roll; (2) those architects and contractors listed in the Town's business license registry

during the period for which refunds are authorized; (3) such other entities and individuals as the City Manager may determine, in his sole discretion, as may be appropriate in order that those eligible to apply for a refund shall have knowledge of the program. The Town shall also publish notice of the program at least once in *Atherton Almanac* and such other media as the City Manager may determine, in his sole discretion, are useful in providing effective notice of the refund program. The Town shall provide notice of the program on its website.

Section 3. The Town shall make available instructions and application forms for refunds in electronic and paper form. The deadline for filing a refund claim with the Town shall be established by the City Manager and shall be a minimum of 90 days after notice is first mailed and published as described above. The publishing of additional and/or supplemental notices shall not extend the refund period.

Section 4. Each applicant shall provide proof of payment of a road impact fee, such as a receipt or cancelled check. The Town shall make available to the public at City Hall such information as is readily available on the road impact fees paid between July 1, 2006 through September 17, 2009, including the building permit number, address at which the construction took place, payor, and amount of the road impact fee. If the Town has records establishing the amount and payor of a road impact fee, and the payor is unable to provide a cancelled check or receipt, the Town may accept proof of payment in the form of a sworn affidavit from the presumed payor.

Section 5. Refunds shall be made to the individual or entity that paid the fee, unless that individual or entity specifies otherwise in writing.

Section 6. No refunds shall be paid until the time for filing claims for refunds has expired and the Town has determined whether there are sufficient funds to refund all amounts in full. If the refund claims that the Town determines, in its sole discretion, to be valid, exceed the Road Impact Fee Funds available for refunds, then the refunds shall be pro-rated. (For example, if valid refund claims totaled \$1,000,000 and funds available for refund payments were \$900,000, each refund would be paid at a rate of ninety cents for each dollar of road impact fee paid.)

Section 7. As a condition of receiving a road impact fee refund, the individual or entity receiving the refund shall execute a settlement and release form, releasing all claims arising in connection with the Town's Road Impact Fee and indemnifying the Town against any claims by third-parties alleging entitlement to the refund in question, in a form satisfactory to the City Attorney.

Section 8. Costs of the refund program shall be payable out of the Town's general fund and not the Road Impact Fee fund.

Section 9. The City Manager is authorized and directed to establish such rules and procedures, including appropriate forms, as are necessary to carry out the intention of this program. His decisions shall be final.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on this 21st day of April 2010 by the following vote:*

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

---

Kathy McKeithen, Mayor  
TOWN OF ATHERTON

ATTEST:

---

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

---

Wynne Furth, City Attorney

April 16, 2010

Mayor McKeithen  
Members of the City Council  
Atherton, CA 94027

Dear Mayor McKeithen:

Several months ago you requested that I head up a committee to look into the best way to structure a refund of the Road Impact Fees. In light of the recently released budget projections for the town, we have been working on modifications to our previous refund proposal. I believe we are making progress in finding a more workable solution that will address the needs both of the town and those owed a refund; however, we need additional time to work through the specifics with the city attorney, the finance director, and the auditors.

Because of the additional work that remains to be done on developing this program, we would request that any items pertaining to the Road Impact Fee be continued to a later council meeting.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jeffrey Wise', written over the typed name.

Jeffrey Wise  
2 Fleur Place  
Atherton, CA 94027



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: APPROVAL OF THE CONSULTANT SERVICES AGREEMENT  
BETWEEN MUNISERVICES, LLC AND THE TOWN OF ATHERTON  
FOR ROAD IMPACT FEE REFUND PROCESSING**

*(Continued from March 17, 2010)*

### **RECOMMENDATION**

Approve the consultant services agreement with MuniServices LLC; and authorize the City Manager to execute the agreement.

### **DISCUSSION**

On December 16, 2009, and February 17, 2010, the City Council approved road impact fee refunds beginning July 1, 2006 to December 16, 2010. To ensure efficiency and accurate processing of the road impact fee refund, Finance Committee met on March 4, 2010, and is recommending that the City Council approve the agreement.

MuniServices has experience handling the Town's business license tax refund. The process to refund road impact fees will be very similar to the business license tax refund. MuniServices will work closely with Town staff to review and approve refund claims for the period July 1, 2006, to September 17, 2009.

### **FISCAL IMPACT**

The cost is \$40,000. This amount is not budgeted. City Manager, under a separate budget amendment staff report, is seeking City Council approval to use General Fund reserve to pay for this service. A supermajority (4/5) vote of the Council is required to use reserve.

Prepared by:

---

Louise Ho  
Finance Director

Approved by:

---

Jerome D. Gruber  
City Manager

Attachment: Consultant Services Agreement

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the TOWN OF ATHERTON, herein called the "Town", and MuniServices, LLC, its subsidiaries and affiliates, herein called the "Consultant".

### Recitals

WHEREAS, Town desires to obtain Consulting services in connection with Refund Processing Service for Road Impact Fees; and

WHEREAS, Consultant hereby warrants to the Town that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

### Agreement

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

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

2. Project Coordination.

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

B. Consultant. The Consultant shall assign Joshua Davis and Tony Unger to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of Consultant are to commence no sooner than \_\_\_\_\_ and be completed not later than \_\_\_\_\_. Consultant shall perform its services in accordance with the schedule attached

hereto as Exhibit B, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit B must be approved in writing by the Project Manager.

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

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit C, and incorporated herein by reference. However, in no event shall the amount Town pays Consultant exceed forty-thousand Dollars (\$40,000). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

B. Timing of Payment.

Town shall pay MuniServices a fixed fee of \$40,000 for the Refund Claims Processing Service with 50% of the fixed fee being paid upon execution of this Agreement and the remaining 50% to be paid on July 1, 2010.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

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

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

F. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

5. Amendment to Scope of Work. Town shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Town. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate Town authorization.

6. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

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

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

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

10. Conflict of Interest.

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

government entities is not and shall not be considered a conflict of interest or breach of this agreement.

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

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

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

11. Liability of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

13. Consultant Not an Agent of Town. Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue

to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business license. The Town is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

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

C. Prevailing Wage. Deleted by the agreement of the parties.

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

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

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

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

17. Assignment; Subcontractors; Employees

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

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

18. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

(b) “This policy shall be considered primary insurance as respects any other valid and collectible insurance the Town may possess, including any self-insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it.”

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

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

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

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

B. All Coverages. Upon notice from the relevant insurer, Consultant shall provide 30 days prior written notice of cancellation to the Town by certified mail, return receipt requested. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

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

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

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

19. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated, any time, without cause, by the Town upon 30-days written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, Town may terminate this

Agreement immediately upon written notice after having giving Consultant a reasonable opportunity to cure the failure to perform. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

C. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment. Additionally, Consultant's right to payment on work completed survives termination.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the Town. Consultant, however, shall not be liable for the Town's use of incomplete materials nor for the Town's use of complete documents if used for other than the project contemplated by this Agreement.

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

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

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

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.



termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

34. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment related to this Agreement and the work done hereunder shall be prohibited unless expressly authorized by the Town.

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

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

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

TOWN OF ATHERTON

CONSULTANT

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

By: \_\_\_\_\_  
Marc Herman, President

Date:

Date:

APPROVED AS TO FORM:

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

## EXHIBIT A

### Scope of Work

#### **A. Refund Claims Processing**

The refund claims processing service is designed to assist the Town with processing Road Impact Fee Refunds authorized by the City Council on \_\_\_\_\_. Refunds are payable only from the Towns Road Impact Fee Refund Program. The balance in the fund is approximately \$1.6 million.

The Town will refund Road Impact Fees collected from September 18, 2009 to December 16, 2009 without having the feepayer submit a request form.

For Road Impact Fees paid prior to September 19, 2009, claimants will need to submit a request for refund. The refund period extends back to July 1, 2007.

#### **B. MuniServices will perform the work outlined below.**

1. Compile and analyze Town Road Impact Fee payment data as it relates to feepayers.
2. Prepare and mail claim forms subject to Town-approved refund process.
3. Provide toll free phone number for ratepayer consultation and assistance with claim process.
4. Process claims forms by comparing ratexpayer claims with the compiled Town database
5. Notify and work with Town and businesses to resolve discrepancies with claims.
6. Forward approved claims to Town for review.
7. Forward Town-provided settlement agreements to claimants and forward checks, drawn by Town and forward to MuniServices, to claimants upon receipt of executed settlement agreements.
8. Applications will be processed and no payments will be made until the time for filing claims has expired and the Town has determined whether there are sufficient funds to refund all amounts in full.
9. If the refund claims that the Town determines, in its sole discretion, to be valid, exceed the Road Impact Fee Funds available for refunds, then the refunds shall be pro-rated. (For example, if valid refund claims totaled \$1,000,000 and funds available for refund payments were \$900,000, each refund would be paid at a rate of ninety cents for each dollar of road impact fee paid.).
10. As a condition of receiving a Road Impact Fee Refund, the individual or entity receiving the refund shall execute a settlement and release form, releasing all claims arising in connection with the Town's Road Impact Fee and indemnifying the Town against any claims by third-parties alleging entitlement to the refund in question, in a form satisfactory to the City Attorney.

**C. Additional Consulting.** Upon mutual agreement between MuniServices and the Town as to the scope of services to be provided, MuniServices shall provide to Town such additional consulting services as Town may request. Consulting services otherwise included in this Addendum will not be subject to MuniServices' fees for Additional Consulting as set forth below.

## EXHIBIT B

### Schedule of Performance

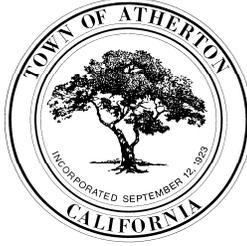
After the City Council has approved the Refund Program, MuniServices will begin the work within \_\_\_\_\_ days. The Refund Program is expected to terminate by \_\_\_\_\_.

The time for filing a refund claim with the Town shall be a minimum of 90 days after notice is first mailed and the Town publishes notice of the program at least once in the *Atherton Almanac* and such other media as the City Manager may determine to be useful in providing effective notice of the refund program. The Town will also provide notice of the program on its website.

## EXHIBIT C

### Compensation

- A. Refund Claims Processing.** Town shall pay MuniServices a fixed fee of \$40,000 for the Refund Claims Processing Service with 50% of the fixed fee being paid upon execution of this Agreement and the remaining 50% to be paid on July 1, 2010.
  
- B. Additional Consulting.** For any agreed scope of services to be performed by MuniServices for Town as Additional Consulting, MuniServices shall be compensated on a Time and Materials basis. Depending on the personnel assigned to perform the work, these additional consulting services will be invoiced no less frequently than monthly based on actual time and expenses incurred.



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

**FROM: THERESA DELLASANTA, DEPUTY CITY CLERK**

**DATE: FOR THE REGULAR MEETING OF APRIL 21, 2010**

**SUBJECT: COMMISSION/COMMITTEE APPOINTMENT**

Council will make formal appointments based on the special meeting held earlier in the evening. Staff will verbally summarize the special meeting and summarize who Council has recommended for appointment based on the application review.

Applications review of Committee candidates is scheduled for Wednesday April 21, 2010, at 6:00 p.m. Each application will be given five minutes for review and discussion by City Council. If candidates are available they may be called upon for questions.

Application Review for the:

6:03 p.m.      **Arts Committee:**      2 vacancies with terms that expire April 30, 2012  
5 vacancies with terms that expire April 30, 2011

Candidates:

Sandy Crittenden  
Isabella Pieslak

6:11 p.m.      **Audit Committee:**      1 vacancy with term to expire April 30, 2014

Candidate:

Bill Widmer

6:15 p.m.      **Finance Committee:**      1 vacancy for term to expire April 30, 2011  
2 vacancies with terms to expire April 30, 2012

Candidates:

Bill Widmer  
Alain Enthoven  
Jon Buckheit  
Jeffrey Wise

Gregory Conlon  
Julie Hahn  
\* Augie Rakow – Received application after  
deadline

6:39 p.m. **General Plan Committee:** 3 vacancies with terms to expire April 30, 2014  
1 vacancy with term to expire April 30, 2011

Candidates:

David Henig  
Elizabeth Hammack  
Jeffrey Wise

6:51 p.m. **Rail Committee:** 1 vacancy with term to expire April 30, 2011

Candidate:

William Grindley

Prepared by:

Approved by:

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Theresa DellaSanta  
Deputy City Clerk

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Jerome D. Gruber  
City Manager



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: APPROVAL OF THE CONSULTANT SERVICES AGREEMENT  
BETWEEN MUNISERVICES, LLC AND THE TOWN OF ATHERTON  
FOR PROPERTY TAX MISALLOCATION AUDIT**

### **RECOMMENDATION**

Approve the consultant services agreement with MuniServices LLC; and authorize the City Manager to execute the agreement.

### **DISCUSSION**

At the March 17, 2010, City Council meeting, the Council directed staff to bring back this item with additional information for their consideration in the April 2010 meeting.

Proposition 13, SB 154 Apportionment Formula, and AB 8 make the distribution of property tax revenues to cities and special districts by the County of San Mateo into a very complex process. The complexities lie with the various procedures and formulas used and how each interrelates. The current distribution relies upon "incremental factors" for each taxing entity for each tax area.

By approving the agreement, the Council authorizes MuniServices to conduct a property tax Tax Rate Area (TRA) misallocation audit service to ensure the correct allocation of property tax revenues to the Town's General Fund. MuniServices will review and verify that all of the parcels (secured) and personal property (unsecured) that are located within the Town are properly coded with the Town TRA. Upon completion of the review, MuniServices will notify the Town of the findings and the potential revenue impact. It is at the Town's discretion to determine whether the findings are material to proceed with the correction process through the County Assessor and Auditor/Controller's Office.

The Finance Committee met on March 4, 2010, and is recommending that the City Council approve the agreement to ensure that the Town is receiving the proper allocation of property tax revenues from the County. Staff would also like to point out that the audit is strictly looking at the County records. Any assessed valuation issue is the responsibility of the County Assessor's Office.

**FISCAL IMPACT**

None. MuniServices is to be paid on a contingency basis.

Prepared by:

Approved by:

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Louise Ho  
Finance Director

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Jerome D. Gruber  
City Manager

Attachment: Consultant Services Agreement

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the TOWN OF ATHERTON, herein called the “Town”, and MuniServices, LLC, a Delaware limited liability company, its subsidiaries and affiliates, herein called the “Consultant”.

### Recitals

WHEREAS, Town desires to obtain Consulting services in connection with Property Tax Services; and

WHEREAS, Consultant hereby warrants to the Town that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

### Agreement

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

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2. Project Coordination.

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

B. Consultant. The Consultant shall assign Stephanie Ontiveros to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Consultant shall perform the services set out in the “Scope of Work” attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of Consultant are to commence no sooner than this Agreement is fully executed. The town will provide Consultant with a Notice to Proceed. Consultant shall perform its services in accordance with the schedule attached hereto

as Exhibit B, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit B must be approved in writing by the Project Manager.

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

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit C, and incorporated herein by reference. Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

B. Timing of Payment.

Billing for said services will be invoiced as indicated in Exhibit C.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

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

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

F. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

5. Amendment to Scope of Work. Town shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of

either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Town. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate Town authorization.

6. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

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

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

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

10. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Town. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the Town in the performance of the Agreement. Town acknowledges and agrees that Consultant's provision of its services to other government entities is not and shall not be considered a conflict of interest or breach of this agreement.

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

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

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

11. Liability of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

13. Consultant Not an Agent of Town. Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business license. The Town is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

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

C. Prevailing Wage. Deleted by the agreement of the parties.

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

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

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

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

17. Assignment; Subcontractors; Employees

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

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the Town as such; and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in

a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

B. All Coverages. Upon notice from the relevant insurer, Consultant shall provide 30 days prior written notice of cancellation to the Town by certified mail, return receipt requested. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

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

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

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

19. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated, any time, without cause, by the Town upon 30-days written notice to Consultant.

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

performed for such total fee; provided, however, that the Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

C. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment. Additionally, Consultant's right to payment on work completed survives termination.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the Town. Consultant, however, shall not be liable for the Town's use of incomplete materials nor for the Town's use of complete documents if used for other than the project contemplated by this Agreement.

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

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

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

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be

deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to Town: City Clerk  
Town of Atherton - Town Hall  
91 Ashfield Road  
Atherton, CA 94027

If to Consultant: MuniServices, LLC  
Attn: Legal Department  
7335 N. Palm Bluffs Avenue  
Fresno, CA 93711

26. Consultant's Books and Records.

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

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

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

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

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

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

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

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

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

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

34. News Releases/Interviews. All Consultant and sub consultant news releases, media interviews, testimony at hearings and public comment related to this Agreement and the work done hereunder shall be prohibited unless expressly authorized by the Town.

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

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

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

TOWN OF ATHERTON

CONSULTANT

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

By: \_\_\_\_\_  
Marc Herman, President

Date:

Date:

APPROVED AS TO FORM:

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

ATTEST:

By: \_\_\_\_\_  
Deputy City Clerk

## EXHIBIT A

### Scope of Work

#### **Objectives and Methods**

MuniServices Property Tax Program (PTX) assists the Town in recovering the revenue to which it is entitled from its Property Tax. Administrative errors and omissions combined with general compliance problems are inevitable given the non-standard, complex nature of state and local property taxes. Error rates rise with respect to property tax applicability, rates, exceptions, exemptions, quirks and other inconsistencies.

Because of the time limitations on the Town's ability to recover misallocated revenue, prompt correction of these errors and omissions is essential to maximizing revenue potential.

The following steps are taken in conducting PTX:

- Contact Town's designated staff to review service objectives, scope, work plan schedule, public relations and logistical matters. MuniServices will also establish an appropriate liaison with the Town's coordinator and logical checkpoints for progress reviews.
- Conduct an audit of the Town local secured and unsecured valuations, on a parcel-by-parcel basis to determine tax rate area ("TRA") miscoding errors and omissions.
- Establish a comprehensive inventory of every parcel located within the Town, including the database elements needed to facilitate a comparison analysis with County secured and unsecured taxable values.
- Represent the Town for purposes of examining records pertaining to property tax to identify and confirm any errors/omissions that are resulting in deficient payment of tax revenues to the Town.
- For each error/omission identified and confirmed, prepare documentation to substantiate and facilitate recovery of revenue due from prior periods plus applicable interest and penalties (collectively "Misallocations").
- Meet with designated Town official(s) as necessary to review our findings and recommendations.
- Prepare and forward to the appropriate parties requests for corrective action and revenue recovery for Misallocations. The date that the appropriate parties receive and acknowledge these requests is the "Date of Knowledge".
- Provide additional assistance as necessary to support the Town in recovering and preventing tax allocation errors/omissions.

From the Date of Knowledge, the County Assessor's office will review the identified Misallocations, and for those Misallocations for which a correction is required, an Assessor's Roll Correction ("ARC") will be processed by the County correcting those Misallocations, typically triggering a reallocation. The Roll Year in which the assessments first appear corrected is the Date of Correction. Corrected assessments result in proper allocations in subsequent Roll Years ("Corrected Allocations").

## EXHIBIT B

### Schedule of Performance

#### **Timing and Reporting**

MuniServices will perform the Property Tax Service on a one-time basis. MuniServices shall commence the PTX upon receipt from the Town of a Notice to Proceed with the objective of delivering the initial audit reports within 90 to 120 working days.

- Projected revenue forthcoming to the Town as a result of PTX, specified according to source, timing and one-time payment versus ongoing.
- Listing of all errors/omissions detected for the Town including, for each, the account number, correction status, payment amount received by the Town, period to which payment is related and payment type (e.g. reallocation, deficiency assessment, etc.).
- Status of the work including copies of reports provided by the County addressing each reporting error/omission individually, the Incorrect Parcel Number, Correct Parcel Number, Assessee, Correct TRA assignment, Business ID, Address, Secured and Unsecured Valuation, Exemptions, Net Total Valuation of misallocated assessments.

## EXHIBIT C

### Compensation

#### **COMPENSATION**

Town shall pay MuniServices a twenty-five percent (25%) contingency fee. This contingency fee applies to reallocations for the fiscal year during which the Date of Correction falls and all eligible prior period revenues corrected. The contingency fee also applies to Corrected Allocations for three (3) subsequent Roll Years from the Date of Correction. MuniServices shall invoice Town for the above fees at least annually, based on recoveries actually received by Town.

#### **ADDITIONAL CONSULTING.**

Town may request that MuniServices provide additional consulting services at any time during the term of the Agreement to which this Addendum is attached. If MuniServices and Town agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, MuniServices' standard hourly rates range from \$75 per hour to \$300 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the Town and shall be reimbursed at cost to MuniServices.

#### **TOWN OBLIGATIONS**

Because PTX service may result in correction of misallocations after termination of the Agreement, Town's obligation to pay and MuniServices' right to continue to receive payment, survive termination of this Addendum or the Agreement for any reason.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

**FROM: LOUISE HO, FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: BUSINESS TAX CLASSIFICATION AND TAX RATE STRUCTURE  
STUDY**

### **RECOMMENDATION**

Receive and review the business tax classification and tax rate structure study proposed by MuniServices, LLC; provide direction to staff.

### **DISCUSSION**

At the March 17, 2010, City Council meeting, the Council directed staff and MuniServices, LLC to provide more information on a business tax classification and tax rate structure study. The purpose of the study is to assist the Town in determining whether modifying the existing business license ordinance would be beneficial to the Town.

Currently, the Town business license ordinance does not tax all businesses or persons conducting trade or business in the Town limit. Chapter 5.12 Contractors and Real Estate Firms, Session 5.12.150 of the Municipal Code of the Town of Atherton limits business license tax requirement to four categories or classifications. Category I is firms with two or more employees doing business as general contractors, alarm installers, private patrol, buildings, ground/landscaping, swimming pools maintenance companies. Category II is firms with two or more employees doing business as subcontractors. Category III is sole operators doing business as subcontractors, buildings, grounds/landscaping swimming pools maintenance companies. Category IV is handymen, horseshoers, solicitors, delivery vehicles. Session 5.12.160 further limits the annual business license tax for all categories to 5% of gross receipts with an annual

maximum of \$250 for Category I, \$150 for Category II, \$100 for Category III, and \$50 for Category IV.

By updating the current business license ordinance, the Town would be able to better define business license tax categories for various business activities conducted in the Town limit and tax rate structure. The study has the potential of generating additional revenues for the Town. But due to the uniqueness of the community, any revenue estimate projected by MuniServices through the study would be based on MuniServices' experience and comparison to similar cities. The proposed study consists of three phases. The Council could make a decision at the end of each phase to see if the Town would like to proceed to the next phase.

Any changes to the current business license ordinance would require voter's approval. Staff is seeking City Council direction on the next steps.

**FISCAL IMPACT**

The total cost for the study is \$40,000. The potential revenues increase is to be estimated.

Phase 1 \$12,000 Timing 30 days  
Phase 2 \$16,000 Timing 30-45 days  
Phase 3 \$12,000 Timing 30 days

Prepared by:

Approved by:

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

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

Attachment: MuniServices Proposal

# Business Tax Classification & Tax Rate Structure Study

## PROJECT SUMMARY

Town of Atherton, California



**PROPOSAL SUMMARY**

MuniServices is pleased to respond to the Town of Atherton's request for Professional Services for a Business Tax Classification and Tax Rate Structure Study. The proposal is designed to provide the Town with the information and tools necessary to determine if modifying the Town's Business Tax Ordinance would be beneficial. In order to accomplish this, MuniServices has developed a multi-phase approach that allows for the Town to implement then analyze each step prior to moving on to the next.

The scope and Deliverables outlined in this proposal are MuniServices' recommended processes for a tax implementation program. This process has been developed through years of experience with business taxes and our prior work in related fields. However, MuniServices understands the Town's unique needs, and as such, is prepared to work with the town to modify the proposed scope and deliverables to meet the Town's requirements.

MuniServices' primary contact for this project is Mr. Joshua Davis, Director – Local Tax Compliance, and Mr. Mr. Tony Unger, Project Manager – Local Tax Compliance. Please find their detailed contact information below.

**JOSHUA DAVIS, DIRECTOR – LOCAL TAX COMPLIANCE**

Address: 7335 North Palm Bluffs Avenue, Fresno, CA 93711

Phone: 800.800.8181 ext. 6875

Fax: (559) 312.2875

Email: [Joshua.Davis@MuniServices.com](mailto:Joshua.Davis@MuniServices.com)

**TONY UNGER, PROJECT MANAGER – LOCAL TAX COMPLIANCE**

Address: 7335 North Palm Bluffs Avenue, Fresno, CA 93711

Phone: 800.800.8181 ext. 6829

Fax: (559) 312.2829

Email: [Tony.Unger@MuniServices.com](mailto:Tony.Unger@MuniServices.com)

### **MUNISERVICES' MISSION**

MuniServices' mission is to promote growth and prosperity in the communities that we serve. MuniServices' "Client First" commitment focuses on establishing a partnering relationship with its clients and every member of the MuniServices' Team is responsible for meeting and exceeding client expectations. MuniServices' staff is continually looking for ways to improve our processes to better meet expectations and to improve the experience with all stakeholders. Clients have benefited from implemented enhancements by increased revenue results, more efficient processing with client's staff, and improved constituent relationships. MuniServices is continually monitoring technological changes and the impact those changes are having on our clients' tax base. In addition, MuniServices continues to make large investments each year in systems development to keep its proprietary tools at the forefront on the industry.

### **QUALIFICATIONS OF THE FIRM**

MuniServices has partnered with municipal clients nationwide, to provide in-depth fiscal and revenue research and analysis to understand the fiscal challenges facing these jurisdictions and the surrounding regions. MuniServices' research and studies are a unique opportunity to undertake fully informed policy reviews that acknowledge historical catalysts as well as current conditions. The studies are an integral element in MuniServices *President's Priority Program*, initiated to address particular economic development and finance issues for each client. Refer to the "About MuniServices, President's Priority Program" section on MuniServices website at [www.MuniServices.com](http://www.MuniServices.com) to review recent reports.

A thorough understanding of a client's economic condition and those of jurisdictions in the region is critical for understanding and managing policy decisions. It is also critical that the business community and the citizens of the Town are informed in a variety of ways that encourage participation, and based on facts and analysis outlined in MuniServices' studies. MuniServices' experience involves working and meeting with major, local, and broad-based stakeholders that rely on the services provided by municipalities. MuniServices believes that a range of stakeholders involved in the process of developing strategies ensures approval of the ultimate long-term and short-term strategy approach.

MuniServices' extensive real time data and analysis capabilities combined with stakeholder input and analysis enables our analysts and experts to develop viable strategies that have longer and shorter term objectives which are validated by accurate data. This information enables informed policy-making decisions at all levels of municipal governance.

## WORK PLAN

MuniServices, LLC understands the Town's objective is to partner with a qualified and experienced firm to develop for adoption of a voter approved business tax classification and tax rate structure program. MuniServices is recommending a multi-phased approach to meet the Town's stated objectives. The Scope of Services included in MuniServices' proposal is organized as follows:

- I. Deliverables
- II. Proposed Phased Approach

### I. PROJECT DELIVERABLES

- Develop a Project schedule to be agreed upon by MuniServices and the Town.
- Develop rate based business tax measures, models utilizing different criteria (i.e., a tax rate based on: number of employees, gross receipts, square footage, net receipts, and a combination of all tax measures, etc.)
- Develop a business tax classification system (retail, professional, etc.)
- Develop revenue estimates based on the various rate structures.
- Prepare an estimate of the number of home based businesses in Atherton.
- Provide an estimate of the number of outside businesses (transitory businesses) conducting business in Atherton.
- Prepare a written explanation of how the proposed tax structure and rates were determined.
- Provide 2 "Model" business tax ordinances in use by other Cities

## II. MUNISERVICES' APPROACH

MuniServices' proposed approach includes 3 phases which are designed to systematically meet the stated objectives. MuniServices, in conjunction with the Town, will develop a project plan which will incorporate the phase approach to the program indicated below. The project plan will also provide deliverables and milestone scheduling and tracking. MuniServices will prepare, review and finalize a report upon completion of each phase. Upon completing all proposed phases, MuniServices will meet with the Town to review and finalize the Business License Study that includes findings and recommendations.

- Phase 1: Business Inventory Development
- Phase 2: Business Ta2x Program Options
- Phase 3: Revenue and Impact Analysis

### PHASE 1: BUSINESS INVENTORY DEVELOPMENT

**Objective:** The objective of “Business Inventory” is to develop a “Best Case Model” of all businesses entities within the Town, which will include home-based businesses and transient businesses conducting business in the Town. MuniServices has invested nearly three decades of intensive research and development into the data sources that are most effective in detecting taxable nexus and will use its extensive data warehouse and proprietary integration technology to meet this objective. The list will contain an estimated summary of business entities that may potentially be subjected to future business taxation by the Town and the database elements needed to facilitate a comprehensive comparative analysis for this project.

**Deliverables:** MuniServices will provide a model business inventory in both hard copy and electronic tabular data export for Excel, Delimited (Tab/Comma), or XML file formats. The list shall include the required data elements when available, such as the estimated number of employees, business classification, and gross revenue. Additional data fields that will be provided for known entities include business name, owner name, address, and phone numbers when available.

**Timing:** MuniServices expects the Business Inventory Development phase to take approximately 30 days from receipt of data. The Town may be requested to provide a vendor list database or other data as appropriate. MuniServices will keep this data only during the term of the project, and will keep it strictly confidential.

**Process:** MuniServices will approach the objective to produce a refined business list with the following steps: 1) Business Inventory Development; 2) Data Enhancement:

**Step 1: Business Inventory Development**

MuniServices will begin with the current inventory of businesses in the Town as indicated in the current business license registration database.

**Step 2: Data Enhancement**

MuniServices' Data Intelligence Department (DID) utilize skilled personnel, sophisticated programs, and the data warehouse's 16 terabytes of data storage capacity in performing data enhancement. This Data enhancement and model building process is comprised of cleansing, standardizing, and building other data intelligence into MuniServices' Business Inventory. This includes adding estimated business activity in to the inventory based on out of city businesses and home based activity.

**PHASE 2: BUSINESS TAX PROGRAM OPTIONS**

**Objective:** The objective of "Business Tax Program Options" is to develop two to three options for business taxation in the Town. MuniServices understands the importance of a business tax program; careful consideration must be taken to ensure a fair balance between revenues, costs, and public support.

**Deliverables:**

- Fee study of comparable cities including survey tables and graphed information presented in electronic and hard copy reports.
- Sample ordinance in electronic and hard copy format.

- Sample fee structures including worksheet classification fee schedules, tax rate table, and calculation worksheets presented in electronic and hard copy reports.

**Timing:** MuniServices expects the Business Tax Program Options phase to take approximately 30-45 days to complete from execution of an agreement.

**Process:** MuniServices will approach the objective to develop options for business taxation in the Town with the following steps: 1) Fee Study; and 2) Sample Fee Structure Development.

### **Step 1: Business License Tax/Fee Comparison Study**

MuniServices will conduct a fee study of neighboring and comparable cities' business tax rates and classifications. This data will be used to ensure Town's tax rates are consistent with the taxation of businesses in similarly situated cities both in size and geographic location. To the extent data is made available to MuniServices; the fee study will contain the following for each selected Town:

- Basis of tax (i.e., gross receipts, flat fee, etc.)
- Number of licenses in total and by classification
- Revenue in total and by classification
- Average amount paid in total and by classification

### **Step 2: Sample Fee Structure Development**

MuniServices will create multiple fee structure tables indicating different taxation scenarios and the recommended amounts for each classification. Tax rates will be developed using statewide data as well as information obtained from the Fee Study in step one. Potential fee schedules will include options including, gross receipt, flat fees, per employee, square footage calculations, and other taxation methods typically used in California.

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**PHASE 3: REVENUE AND IMPACT ANALYSIS**

**Objective:** The objective of “Revenue and Impact Analysis” is to develop reports to determine fiscal impacts on Town and businesses, including potential revenues for each option outlined in Phase 2 above, costs of administration on the Town, and costs on the business community.

**Deliverables:**

- 1) Potential Revenue Report
- 2) Comparative tax analysis by business class

**Timing:** MuniServices expects the Revenue and Impact Analysis phase to be completed approximately 30 days after completion of Phase 2.

**Process:** MuniServices will approach the objective to produce revenue and impact analysis reports with the following steps: 1) Revenue Analysis and 2) Cost Analysis.

**Step 1: Revenue Analysis**

- Using the Business Inventory developed in Phase 1, MuniServices will prepare a potential revenue model for each proposed tax structure outlined in Phase 2.
- The analysis will be prepared in both hardcopy report and electronic spreadsheet. The spreadsheet will allow the Town to manipulate tax structure variables, which will provide the Town with the ability to forecast revenue scenarios under differing taxation structures.

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**PROJECT TEAM****Joshua Davis, Director, Local Tax Compliance**

Joshua Davis will serve as MuniServices' Project Manager for the Town's Business Tax Classification and Tax Rate Structure Program. Joshua (Josh) joined MuniServices in 1997. Josh leads MuniServices' team responsible for partnering with local jurisdictions to improve the compliance with a range of local tax and fee requirements. Josh has direct experience working on significant business license projects and studies on behalf of MuniServices municipal clients. Managing MuniServices database integration technology, Josh and his team identify instances of avoidance and other forms of non-compliance. Subsequent to this identification, the team then educates the taxpayer on the requirements and brings them into the registry. Before joining MuniServices, Josh worked in the tax and forensics unit of Southland Corporation. His work protected the parent corporation from inaccurate reporting and remittances by its franchisees. Prior to that, Josh held management positions in the retail industry.

**Anton Unger III, Project Manager, Local Tax Compliance**

Anton Unger joined MuniServices in 1993. Anton is the Project Manager for MuniServices Business Tax Compliance Department. Anton has direct experience working on significant business license projects and studies for MuniServices' clients. He is instrumental in setting up the business license administration and discovery projects for clients. As an auditor for the Business Tax Division, Anton was responsible for auditing over 20 jurisdictions in California. As manager of the Business Tax Division, Anton's responsibilities included standardizing audit procedures, generating notices, resolving taxpayer issues, and meeting with key Town officials. Anton advanced to Technical Client Liaison in 1997 to assist with the installation and support of all MuniServices' software applications. Anton is involved with the marketing and demonstrations of MuniServices' new ASP products (Property-Link, Biz-Link). Anton was the primary Client Service contact for 14 Cities located throughout California. Anton also provides technical support for most of the California client base.

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Anton has also been an associate member of the California Municipal Revenue & Tax Association (CMRTA) for over twelve years.

**Rob Greene, Operations Manager, Local Tax Compliance**

Rob Greene joined MuniServices in 1998. Rob is Manager of the Business Discovery Services department. Rob has direct experience working on significant business license projects. Prior to assuming this role in 2002, Rob was a lead tax analyst and consultant within the department. Rob is the direct point of contact for all clients, and manages all is responsible for the daily operations of Local Tax Compliance. Rob is responsible for staff management, quality assurance for all taxpayer correspondence, lead identification, and all project scheduling.

**Kelli Greene – Manager, Data Intelligence Service**

Kelli Greene joined MuniServices in 1995 as analyst for the Data Intelligence Department. During her twelfth year of tenure she assumed the role of manager and currently she supervises a staff of twelve employees that are responsible for standardizing millions of records each year. Kelli is responsible for providing the quality control necessary to eliminate the discrepancies that are imbedded within the data, ensuring accuracy and consistency within all data, supporting continual analysis of all processes in order to increase efficiencies, coordinating the training of staff, and offering technical analysis to the programmers that test all updates, new programs, and improvements to new programs.

**SUPPORT STAFF**

**Marc Herman, President**

Marc Herman joined MuniServices in 1999 as Chief Operating Officer and was appointed to President in 2003. Under his leadership, MuniServices, LLC has successfully partnered with over 260 cities, counties and state agencies nationally to maximize and protect their revenues, evaluate and analyze their tax structures, ensure a voice for municipalities in respective legislatures and Congress, and act as a conduit between the local governments and their constituents. Marc established the *President's Priority Program* to address particular

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economic development and finance issues for clients. The *Program* focuses on areas of concern for government bodies, staff and the electorate by addressing emerging and current issues and providing realistic solutions while allowing MuniServices to become an integral part of the fabric of its clients and to expand its consulting partnerships with such clients as Washington, D.C., Los Angeles, San Francisco, Beverly Hills, Houston, and Detroit. MuniServices' municipal studies for its public sector partners are managed under the *President's Priority Program*. Marc graduated from Columbia University with his undergraduate and graduate degrees.

### **Randy Dryden, Vice President, Operations**

Randy Dryden joined MuniServices in 1996. He has more than 30 years of finance and accounting experience. In his current position since 2003, Randy supervises the company's compliance and information services operations. Randy also co-chairs the Services Development Committee, with responsibility for new product and service development and is a member of the Senior Executive Management team. Previously, as Director of Product Development, Randy was responsible for evaluation and implementation of new products and services, as well as the enhancement of existing products and services and as the Manager of the Utility Users Tax Department he provided record-setting results in all three years under his leadership. Prior to joining MuniServices, Randy's utility consulting company generated millions of dollars in savings for private sector clients, he was the General Manager responsible for leading the turnaround efforts of taking his company out of bankruptcy to profitability, he spent over five years as Corporate Controller in the pay television industry and five years as a Corporate Auditor with a Fortune 200 company. Randy is a graduate of Kent State University, holding a Bachelor of Business Administration in Accounting and Business Management.

### **Eric Myers, General Counsel**

Eric Myers joined MuniServices in 2005 as General Counsel. Eric is responsible for reviewing and negotiating contracts, providing legal advice and support in personnel matters, providing general legal counsel when requested in strategic decision making, managing outside counsel in litigation related matters, and providing legal counsel to business units as

requested. Eric has direct experience working on significant business license projects and studies for MuniServices clients. Prior to joining MuniServices Eric clerked for Kimble, MacMichael & Upton in Fresno during law school. Upon graduation, Eric the spent two years as an Associate Attorney doing discovery and law and motion work. Eric graduated from Brigham Young University (BYU), cum laude, with a degree in Philosophy. Eric received his J.D. from BYU, graduating summa cum laude, receiving high marks in disability and administrative law.

### **Francesco D. Mancia, Director of Government Relations**

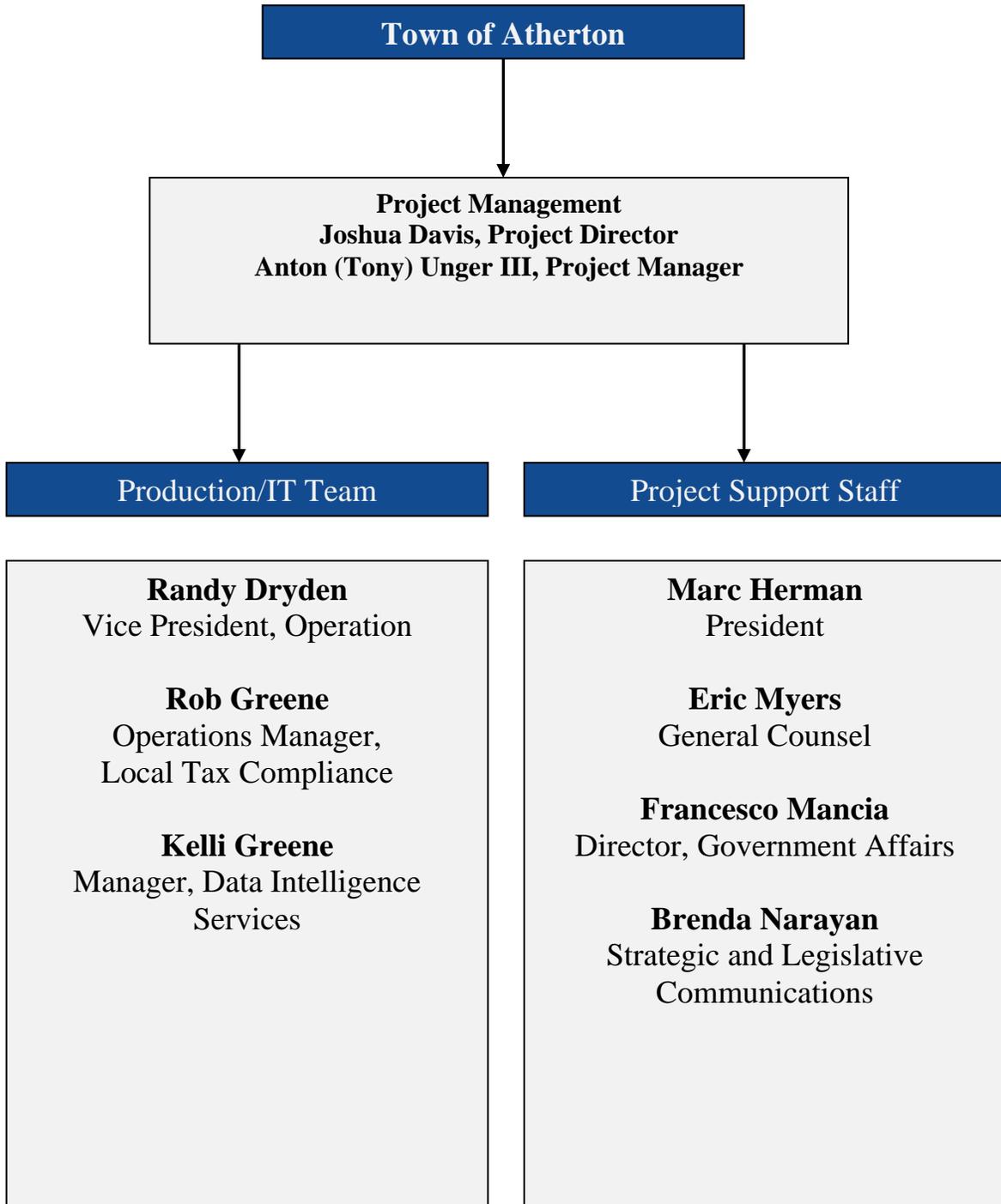
Fran Mancia joined MuniServices in 1995. Fran is responsible for overseeing legislative, regulatory and government relations activity for MuniServices. Fran has a strong working knowledge of California's local government general fund tax laws and State Board of Equalization (SBE) administrative and regulatory procedures. Over the past twelve years, Fran has spent a significant portion of his time interacting with Mayors and Council Members, State Board of Equalization Members, County Assessors and Tax Collectors, State Legislators, as well as State Agency Directors and their respective staffs. Fran has served as a member of the League of California Cities Revenue and Taxation Policy Committee. Fran is the 2007 President of the League of California Cities' League Partner Program and recently was appointed to continue in 2008. Fran graduated from the University of California, Santa Barbara and earned a Bachelor of Arts degree in Communications, and attended the University of San Francisco where he earned a Masters degree in Business Administration.

### **Brenda Narayan, Strategic and Legislative Communications**

Brenda Narayan joined MuniServices in 1997. Brenda is responsible for overseeing the Company's Strategic and Legislative Communications and will assist with drafting the Business License Study. She is the author of MuniServices "Policy Update" report, a timely source of legislative and regulatory analysis. Brenda has nearly 20 years combined experience in public affairs and working with the public sector at the local, state and federal level. Prior to joining MuniServices, Brenda served as an assistant to California's Speaker of the Assembly. She was responsible for managing a resource unit and responsible for

constituent outreach throughout the State. Brenda will serve as a 2008 League Partner representative to the League's Housing and Economic Development Committee. In 1989, she was a fellow of the California State University, Real Estate and Land Use Institute and served in the Government Relations office of the Sacramento Association of Realtors. Brenda is a graduate of California State University, Sacramento and earned a Bachelor of Arts degree in Humanities.

**PROJECT MANAGEMENT TEAM ORGANIZATIONAL STRUCTURE**



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## PROPOSAL COST SHEET AND RATES

MuniServices' compensation for the Proposed Phased Approach (Phase 1 to 3) shall be a fixed fee of \$40,000.

The fee shall be payable as follows:

- 30% of the fee shall be due and payable after the completion of Phase 1;
- 40% of the fee shall be due and payable after the completion of Phase 2;
- 30% of the fee shall be due and payable after the completion of Phase 3,

Included in the above fixed fee are two (2) on-site meetings with the Town, one at the kick-off meeting and another one at the final presentation to the Town. Should the Town require MuniServices to participate in more than 2 on-site meetings; MuniServices will charge the Town on Time and Material basis using the standard hourly rates outlined in the compensation section for Additional Consulting Section below.

## ADDITIONAL CONSULTING

Town may request that MuniServices provide additional consulting services at any time during the term of the Agreement. If MuniServices and Town agree on the scope of additional consulting services requested, then MuniServices shall provide the additional consulting services on a Time and Materials basis. Depending on the personnel assigned to perform the work, MuniServices standard hourly rates range from \$75 per hour to \$300 per hour. The following is a partial rate schedule for each position:

- Principal: \$300 per hour
- Corporate Counsel: \$250 per hour
- Director: \$250 per hour
- Project Manager: \$200 per hour
- Client Liaison: \$200 per hour
- Consultant: \$175 per hour

- Production Support
  - Manager: \$150 per hour
  - Senior Analyst: \$125 per hour
  - Analyst: \$100 per hour
- Administrative Support: \$75 per hour

These additional consulting services will be invoiced no less frequently than monthly based on actual time and expenses incurred.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JERRY GRUBER, CITY MANAGER**  
**BENJAMIN WINIG, ASSISTANT CITY ATTORNEY**

**DATE: FOR THE MEETING OF APRIL 21, 2010**

**SUBJECT: ADMINISTRATIVE CITATION PROGRAM**

#### **RECOMMENDATION**

Staff recommends that the City Council Introduce Ordinance adding Chapter 1.21 to the Atherton Municipal Code establishing Administrative Citations for Violations of the Atherton Municipal Code, Related State Codes and Conditions on Entitlements

#### **BACKGROUND**

After hiring a new City Attorney, one of the directions from the City Council and City Manager was to evaluate the Town's overall code enforcement program. Due to other Council priorities, however, this evaluation had been postponed until recently.

Beginning in fall of 2009, the City Manager began discussions with the City Attorney's office about the various options available to the Town to strengthen its code enforcement program. The City Attorney's office, together with the Town's Code Enforcement Officer, suggested that an administrative citation program would be a good first step towards a more robust program. The Town already has a nuisance abatement ordinance, but its procedures are complex; an administrative citation ordinance would provide a more streamlined process while still preserving and protecting residents' due process rights. Therefore, in late 2009, the City Manager, the Code Enforcement Officer, and the Assistant City Attorney discussed what an administrative citation ordinance would look like for the Town. The attached ordinance is what resulted from that discussion.

Typically, administrative citations are imposed as a last resort in complex cases and only after a property owner has been notified. Most Town residents quickly comply when advised of a violation on their property, and cases that may rise to the administration citation level are more

likely to concern health and safety issues such as zoning and construction related violations. Past experience has shown that a small number of recalcitrant individuals cost the Town an inordinate amount of resources, and the administrative citation process is a cost-effective tool to help gain compliance with the Town's regulations.

## **DISCUSSION**

The proposed administrative citation ordinance is comprehensive and intended to address violations of the Town's municipal code, other Town ordinances, applicable state codes, conditions on entitlements, and land use approvals without a criminal prosecution and arrest. It is but one of various mechanisms available to the Town to address violations of its code and other relevant regulations. The ordinance encourages voluntary and complete compliance with applicable laws in both a timely and cost effective manner for the protection and benefit of the entire Atherton community.

### **Main Components of Administrative Citation Ordinance**

- **Issuance of Citation.** The Town's Enforcement Officer may issue an administrative citation to any person violating a provision of the Atherton Municipal Code, other Town ordinances, applicable state codes, or any condition imposed upon the issuance of a land use approval or entitlement. Before the imposition of any penalty, however, the Code Enforcement Officer must allow a reasonable period of time (not to exceed 14 calendar days unless the Code Enforcement Officer determines that a longer period of time is warranted under the circumstances) for the responsible person to cure the violation. In most cities that the City Attorney's law firm represents, a high percentage of violations are resolved at this citation level. We would expect the same to be true for Atherton.
- **Imposition of Fine.** Failing to cure the violation in the time set forth by the Code Enforcement Officer may result in an administrative fine. The City Council must establish by resolution the amount of administrative fines, including any late payment penalties. The resolution may also include escalating fine amounts for repeat violations of the same provision by the same person within 12 months from the date of the initial administrative citation.
- **Opportunity for Hearing.** A recipient of an administrative citation and fine may appeal the citation before a hearing officer. The hearing officer is required to provide an appellant his/her due process rights as required for this type of administrative hearing. The city manager will maintain a list of qualified hearing officers and will designate the hearing officer by random selection from the list, subject to availability. The hearing officer cannot be an employee of the Town or have any employment relationship with the Town, except for that of hearing officer. In addition, the hearing officer's employment, evaluation, compensation, and/or benefits cannot depend on the outcome of the hearing or on the amount of fine imposed. In any administrative proceeding, neither party is entitled to recover its attorneys' fees unless the Town elects in writing, at the initiation of the administrative proceeding, to seek recovery of its own attorneys' fees.

- Hardship Waiver. If any person is unable to afford the fine, the ordinance contains a hardship fee waiver clause to allow such persons to request a fee waiver from the City Manager. Once a request is filed, the requirement to pay the fine is stayed until the City Manager determines whether to grant the request.
- Right to Appeal. Anyone aggrieved by a decision of the hearing officer may seek judicial review in San Mateo County Superior Court in accordance with the applicable requirements outlined in the Government Code.
- Collection of Unpaid Fines. The Town may pursue any and all legal and equitable remedies to collect unpaid fines imposed pursuant to the ordinance. It is intended that persons causing, maintaining, and/or permitting the violation, and not the taxpayers, bear the financial burden of the Town's code enforcement efforts. Remedies available to the Town include but are not limited to (1) referring the delinquent account to a collection agency; (2) authorizing a lien to be recorded on the property; and/or (3) authorizing a special assessment upon the property.

### **FISCAL IMPACT**

Currently, the Town's Code Enforcement Officer provides code enforcement services on a contractual basis. Such services include assessments, field investigations, correspondence, logging and tracking of complaints and cases, dissemination of public information, and other related duties as assigned by the City Manager. The Code Enforcement Officer conducts follow-up inspections until violations are in compliance with Town requirements. The Code Enforcement Officer's current rate of pay is \$103 per hour. We do not foresee the Code Enforcement Officer's rate or duties changing significantly should the Town adopt this ordinance.

If an administrative hearing is requested, the Code Enforcement Officer can represent the Town at an additional hourly cost. The use of outside counsel is optional for the Town, and the City Attorney would only be involved if deemed necessary (i.e. if the violation was sufficiently complex from a legal standpoint).

If a resident were to appeal a decision of the hearing officer to Superior Court, the City Attorney would need to get involved. While the Town is exempt from paying filing fees for court proceedings, it would be subject to attorneys' fees to defend the Town. We anticipate that very few, if any, administrative citations will end up in court. As noted above, most violations are resolved at the citation level, while a few may reach the administrative hearing level. An administrative appeal is a necessary and final step before an appellant can appeal the matter to Superior Court.

### **ALTERNATIVES**

If the City Council does not wish to adopt the ordinance, it may take one of the following two options:

1. Direct Town staff to revise the ordinance and bring it back at a future meeting.
2. Decline to adopt the ordinance and maintain the Town's current code enforcement protocol.

**ORDINANCE 585**

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
ADDING CHAPTER 1.21 TO THE ATHERTON MUNICIPAL CODE  
ESTABLISHING ADMINISTRATIVE CITATIONS FOR VIOLATIONS OF THE  
ATHERTON MUNICIPAL CODE, RELATED STATE CODES AND  
CONDITIONS ON ENTITLEMENTS**

**WHEREAS**, enforcement of the Town's municipal code, other town ordinances, applicable state codes, conditions on entitlements, and land use approvals is a matter of local concern and serves to protect the public health, safety and welfare of Town residents;

**WHEREAS**, the Town desires an alternative method of enforcement for violations of its municipal code and other applicable regulations;

**WHEREAS**, one such method of enforcement is an administrative citation program authorized by Government Code section 53069.4;

**WHEREAS**, the Town desires to establish a comprehensive administrative citation program in accordance with state law; and

**WHEREAS**, the administrative citation program is intended to encourage voluntary compliance with the Town's municipal code and other applicable laws in a timely and cost effective manner for the protection and benefit of Town residents.

**NOW, THEREFORE**, the City Council of the Town of Atherton hereby ordains as follows:

**SECTION 1:** A new Chapter 1.21 of the Atherton Municipal Code is hereby added to read as follows:

"Chapter 1.21 Administrative Citations

Sections:

- 1.21.010 Purpose and intent.
- 1.21.020 Authority to issue administrative citations.
- 1.21.030 Definitions.
- 1.21.040 Issuance.
- 1.21.050 Service procedures.
- 1.21.060 Amount of fines.
- 1.21.070 Payment of fines.
- 1.21.080 Request for administrative hearing.
- 1.21.090 Administrative hearing procedures.
- 1.21.100 Hearing officer decision.
- 1.21.110 Collection of unpaid fines.

- 1.21.120 Right to judicial review.
- 1.21.130 Notices.

**1.21.010 Purpose and intent.**

The city council finds and declares that:

- A. There is a need for an alternative method of enforcement for violations of the Atherton Municipal Code, other town ordinances, applicable state codes, conditions on entitlements, and land use approvals. An appropriate method of enforcement is the imposition of an administrative citation program and related fines as authorized by Government Code section 53069.4.
- B. The issuance of an administrative citation under this chapter is solely at the town's discretion and is one of various options that the town has to address violations of the Atherton Municipal Code, other town ordinances, applicable state codes, conditions on entitlements, and land use approvals. By adopting this chapter, the town does not intend to limit its discretion to use any other remedy, civil or criminal, to address such violations.
- C. Enforcement of the Atherton Municipal Code, other town ordinances, applicable state codes, conditions on entitlements, and land use approvals are matters of local concern and serve to protect the public health, safety and welfare of the citizens of the town, and such enforcement is a valid exercise of the town's police power.
- D. Issuing administrative citations encourages voluntary and complete compliance with the provisions of this code, other town ordinances, applicable state codes, conditions on entitlements, and land use approvals in a timely and cost efficient manner that protects and benefits all town residents.

**1.21.020 Authority to issue administrative citations.**

The following town officers and employees are designated and authorized to issue administrative citations as the town's enforcement officer:

- A. The City Manager or his or her designee;
- B. The Code Enforcement Officer or his or her designee;
- C. The Building Official or his or her designee; and
- D. All sworn police officers.

**1.21.030 Definitions.**

- A. "Enforcement officer" means any officer or employee acting on behalf of the town with the authority to enforce the Atherton Municipal Code, other town ordinances, applicable state codes, conditions on entitlements, and land use approvals in accordance with the provisions of this code.
- B. "Hearing officer" means the person appointed by the city manager, in compliance with any and all applicable legal requirements, to serve as the hearing officer for administrative citation hearings.
- C. "Land use approval" means any approval required for a particular use of land, including without limitation, licenses, conditional use permits, variances, or subdivision maps.

D. "Owner" means the record owner of any parcel of real property according to San Mateo County's last equalized property tax assessment roll, or the supplemental roll, whichever is more current.

E. "Person" means and includes a natural person or legal entity, and the owners, majority stockholders, corporate officers, trustees and general partners of a legal entity.

F. "Responsible person" means any individual who is the owner or occupant of real property, owner or authorized agent of any business, company, or entity, or the parent or the legal guardian of any person under the age of eighteen years, who causes, maintains, or permits a violation of the Atherton Municipal Code, other town ordinances, applicable state codes, conditions on entitlements, and/or land use approvals. For the purposes of this chapter, there may be more than one responsible person for any violation and each responsible person shall be jointly and severally liable for any such violation.

#### **1.21.040 Issuance.**

A. Notwithstanding the provisions set forth in Chapter 1.20 of the Atherton Municipal Code, any person violating any provision of the Atherton Municipal Code, other town ordinances, applicable state codes, conditions on entitlements, and/or land use approvals, including any provision that pertains to building, plumbing, electrical, or other similar structural or zoning issues, may, in the town's discretion, be issued an administrative citation by an enforcement officer. Before the imposition of any administrative fines, the enforcement officer shall allow a reasonable time period not to exceed fourteen calendar days, unless the enforcement officer determines that a longer time period is reasonably warranted and/or necessary under the circumstances, for the person to correct or otherwise remedy the violation.

B. Every person who applies for and receives any type of land use approval or entitlement shall comply with all conditions imposed upon the issuance of such approval or entitlement. Violation of any condition may be subject to an administrative fine in accordance with this chapter.

C. Each and every day a violation exists shall be a separate and distinct violation and may be subject to a separate fine.

D. An administrative citation shall be on a form approved by the city manager and shall contain the following information:

1. Name and address of the responsible person;
2. Date, time, and address or definite description of the location where the violation was observed;
3. The relevant provision violated and a description of the violation;
4. A description of the action required to correct the violation and an explanation of the consequences for failure to correct the violation;
5. An order prohibiting the continuation or repeated occurrence of the violation;
6. The amount of the fine for the violation;
7. An explanation of how and when to pay the fine;
8. A reasonable time period not to exceed fourteen calendar days, unless the enforcement officer determines that a longer period of time is reasonably warranted and/or necessary under the circumstances, within which the responsible person may correct the violation without being subject to a fine;

9. Notification of the right to appeal, including the time within which the administrative citation may be contested and the place to obtain a request for hearing form to appeal the administrative citation;
10. Notification of the right to request a hardship fee waiver;
11. The name and signature of the enforcement officer; and
12. The date the citation was issued.

**1.21.050 Service.**

An administrative citation issued in accordance with section 1.21.040 may be served in any of the following manners:

- A. **Personal Service.** The enforcement officer shall make a reasonable attempt to locate and personally serve the responsible person with the administrative citation and shall also make a reasonable attempt to obtain the signature of the responsible person on the administrative citation. Service by personal service shall be deemed completed at the time of such personal service. If the responsible person accepts service but refuses to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the administrative citation or any subsequent proceedings.
- B. **Service by Mail.** If the enforcement officer is unable to serve the responsible person by personal service, the enforcement officer shall mail the administrative citation to the responsible person by U.S. certified mail, return receipt requested, and by regular, first class mail. Service by mail shall be deemed effective as of the date of deposit. A copy of the mailing receipt used with certified mail shall be affixed to a copy of the administrative citation that is maintained by the enforcement officer.
- C. **Service by Posting Notice.** If the enforcement officer does not succeed in personally serving the responsible person or in serving the responsible person by certified or regular mail, the enforcement officer shall post the administrative citation on the responsible person's real property on which the violation is occurring. Service by posting shall be deemed effective as of the date of posting.

**1.21.060 Amount of fines.**

The city council shall establish by resolution the amount of fines, including any late payment penalties, for an administrative citation imposed pursuant to this chapter. The resolution may include escalating fine amounts for repeat violations of the same provision by the same person within 12 months from the date of the initial administrative citation.

**1.21.070 Payment of fines.**

- A. Within thirty days from the date of service of the administrative citation, the responsible person shall pay the fine to the City Clerk.
- B. If the fine is not paid within the timeframe prescribed herein, a late payment penalty may be charged in an amount to be established by resolution of the city council.
- C. Any fine paid pursuant to this section shall be refunded in accordance with section 1.21.100 if it is determined, after a hearing, that the person charged with the administrative citation was not responsible for the violation or that there was no violation as charged in the administrative citation.

D. Payment of a fine shall not excuse or discharge any continuation or repeated occurrence of any violation that is the subject of the administrative citation, nor shall it bar further enforcement action by the town.

E. Any responsible person who is unable to pay the fine may file a request for fee waiver with the city manager ten calendar days from the date of service of the administrative citation.

1. The request for fee waiver shall be in writing, describe why the fine cannot be paid, and include any relevant documentation supporting the request. The request must be accompanied by a sworn affidavit and must demonstrate to the satisfaction of the city manager the responsible person's actual financial inability to deposit with the town the full amount of the fine in advance of the hearing.

2. Once the request for fee waiver is filed, the requirement to pay the administrative fine shall be stayed until the city manager determines whether to grant or deny the request.

3. If the city manager grants the request for fee waiver, the responsible person shall not be required to pay the fine. Granting a request for fee waiver shall not excuse or discharge any continuation or repeated occurrence of any violation that is the subject of the administrative citation, nor shall it bar further enforcement action by the town.

4. If the city manager denies the request for fee waiver, the fine must be paid within fifteen calendar days from the date of service of the city's manager determination. The city manager may also impose a schedule for payment of the fine that shall not exceed 180 days from the date of his or her determination.

5. The city manager's determination shall be (1) made within ten calendar days of the request, (2) in writing, and (3) served via U.S. certified mail, return receipt requested. The city manager's determination shall be final.

#### **1.21.080 Request for administrative hearing.**

A. A responsible person may appeal the imposition of an administrative citation by completing a request for hearing form obtained from the City Clerk. The responsible person must return the form to the City Clerk within fifteen calendar days from the date of service of the administrative citation. Unless the responsible person was granted a fee waiver pursuant to section 1.21.070(E), the request for hearing form must be accompanied by an advanced deposit of the fine.

B. The request for hearing form must contain the following information:

1. The name, address, and signature of the responsible person appealing the administrative citation;

2. A brief statement in ordinary and concise language of the specific item that is contested, together with any supportive facts; and

3. A brief statement in ordinary and concise language of the relief sought and the reason why the administrative citation should be rescinded, modified, or otherwise set aside.

C. A hearing before the hearing officer shall be set for a date that is not less than fifteen nor more than sixty calendar days from the date the request for hearing is filed. The responsible person requesting the hearing shall be notified of the time and place set for the hearing at least ten calendar days before the date of the hearing.

D. A request for hearing form that fails to provide all of the information required by this section shall be deemed a failure to appeal the administrative citation. The failure of a responsible person to appeal the administrative citation within the timeframe provided by

this section shall constitute (1) a waiver of any right to an administrative hearing for a determination of the matter contested; and (2) a failure to exhaust his or her administrative remedies.

**1.21.090 Administrative hearing procedures.**

A. A hearing to appeal an administrative citation before a hearing officer shall not be held unless the appellant has (1) completed and returned the request for hearing form to the City Clerk, and (2) paid the administrative fine to the town.

B. The hearing officer shall only consider evidence that is relevant to whether the violation occurred and whether the responsible person caused, maintained, and/or permitted the violation.

C. At least ten calendar days before the hearing, the responsible person shall be provided with copies of any and all citations, reports, and other documents submitted or relied upon by the enforcement officer. No other discovery shall be permitted.

D. The formal rules of evidence shall not apply to the administrative hearing. All relevant evidence may be considered, and the hearing officer has the discretion to exclude evidence that he or she finds to be irrelevant or repetitive.

E. The administrative citation and any additional documents submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.

F. The responsible person contesting the administrative citation shall be given the opportunity to (1) testify and present witnesses; (2) introduce relevant evidence; (3) cross-examine and/or rebut any witness testifying in support of the administrative citation; and (4) be represented by anyone who is lawfully permitted to do so.

G. The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a forfeiture of the fine and a failure to exhaust his or her administrative remedies.

H. The hearing officer may continue the hearing and request additional information from the enforcement officer or the responsible person contesting the administrative citation before issuing a written decision.

I. The city manager shall compile a list of qualified hearing officers and shall designate the hearing officer for the administrative hearing by random selection from the list, subject to availability of each particular hearing officer. The responsible person may request the city manager to recuse a hearing officer for reasons of actual bias or prejudice against the responsible person's cause. The hearing officer shall not be an employee of the town nor have any employment relationship with the town, except for that of hearing officer. The hearing officer's employment, evaluation, compensation, and/or benefits shall not be conditioned, either directly or indirectly, upon the amount of fine imposed on the responsible person or the number of administrative citations upheld by the hearing officer.

J. In administrative proceedings, the prevailing party shall be entitled to recover its reasonable attorneys' fees, but only if the town elects in writing, at the initiation of the administrative proceeding, to seek recovery of its own attorneys' fees. In no event shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the town in the administrative proceedings. The town may recover its attorneys' fees in the same manner as other costs pursuant to this chapter.

**1.21.100 Hearing officer decision.**

A. After considering all of the testimony and evidence submitted for the hearing, the hearing officer shall issue a written decision to uphold, modify or revoke the administrative citation that describes the reasons for the decision. The hearing officer's decision shall be final.

1. If the hearing officer determines that the administrative citation should be upheld, the amount of the fine on deposit with the town shall be retained by the town.

2. If the hearing officer determines that the administrative citation should be modified, the town shall refund or collect, whichever is applicable, the difference between the amount of the original fine and the modified fine within fifteen calendar days from the date of issuance of the hearing officer's decision.

3. If the hearing officer determines that the administrative citation should be revoked, the town shall refund the amount of the deposited fine within fifteen calendar days from the date of issuance of the hearing officer's decision.

B. The hearing officer's decision shall include a statement that the aggrieved party may seek judicial review in accordance with section 1.21.120.

C. Within five calendar days of issuance of the hearing officer's decision, the town shall serve a copy of the written decision on the recipient of the administrative citation by U.S. certified mail, return receipt requested. Service of the hearing officer's decision shall be deemed completed on the date of mailing.

**1.21.110 Collection of unpaid fines and costs.**

A. At its discretion, the town may pursue any and all legal and equitable remedies to collect unpaid fines imposed pursuant to this chapter. Pursuit of one remedy does not preclude the pursuit of any other remedy. It is intended that persons causing, maintaining, and/or permitting the violation, and not the taxpayers, bear the financial burden of the town's code enforcement efforts. Remedies available to the town to collect unpaid fines and costs include the following without limitation:

1. Referring the delinquent account to a collection agency;
2. Authorizing a lien to be recorded on the property; and/or
3. Authorizing a special assessment upon the property.

B. The town shall be entitled to recover all costs related to enforcing any violations that are recoverable under Government Code sections 54988, 38771 *et seq.*, or any other local, state or federal law. Before invoking any of the procedures described in this section, the town shall provide notice to the property owner (if different from the responsible person) based on San Mateo County's last equalized property tax assessment roll, or the supplemental roll, whichever is more current.

C. Any person who fails to pay any fine or penalty shall be liable in any proceeding brought by the town for the costs incurred in securing payment of the unpaid amount, including without limitation, administrative costs and attorneys' fees. Such collection costs shall be in addition to any penalties, interest, and/or late charges imposed upon the unpaid fine.

**1.21.120 Right to judicial review.**

Any person aggrieved by a decision of the hearing officer may obtain review of the administrative decision by filing (1) an appeal with the San Mateo County Superior Court in accordance with Government Code section 53069.4, or (2) a petition for writ of mandate in accordance with Code of Civil Procedure sections 1094.5 and 1094.6.

**1.21.130 Notices.**

Except as specifically provided in this chapter, all notices to be given herein shall be served on the responsible person in accordance with the provisions of section 1.21.050. Failure to receive any notice specified in this chapter does not affect the validity of proceedings conducted herein."

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

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

\* \* \* \* \*

Introduced this 121st day of April, 2010

Passed and adopted as an Ordinance of the Town of Atherton at a regular meeting thereof held on the 21st day of April, 2010, by the following vote:

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

\_\_\_\_\_  
Kathy McKeithen, Mayor  
Town of Atherton

ATTEST:

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

APPROVED AS TO FORM:

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Wynne Furth  
City Attorney

Ordinance \_\_\_\_  
Adopted \_\_\_\_\_, 2010  
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**Town of Atherton**

**CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JEROME D. GRUBER, CITY MANAGER**

**DATE: FOR THE REGULAR MEETING OF MARCH 17, 2010**

**SUBJECT: CONSIDERATION OF ADDING A SECOND MEETING DATE PER MONTH FOR CITY COUNCIL MEETINGS IN LIEU OF SPECIAL MEETINGS**

*(Continued from March 17, 2010 Council Meeting)*

**RECOMMENDATION:**

To Be Determined.

**BACKGROUND:**

At the February 2010 regular City Council meeting Council Member Carlson motioned (seconded by Council Member Lewis) to add the following item to the Agenda for discussion and vote:

Add a second meeting date per month for City Council meetings in lieu of special meetings.

Council could agree to calendar up to 12 extra special meetings per month on a set date of each month which would require 24 hours notice. Alternatively, Council could choose to bring the item back to a subsequent regular meeting to amend section 2.04.010 of the Atherton Municipal Code to establish a second regular meeting per month.

Council Report – April 21, 2010 – Jerry Carlson

- March 16 – Town Center Task Force and Blue Ribbon Task Force meeting – discussion of the project timeline and orientation of new committee.
- March 17 – City Council meetings – closed and open sessions
- March 18 – Meeting with Community Coalition – High Speed Rail
- March 19 – Peninsula Cities Consortium meeting; discussion of using consultants to review the Revised Program EIR; presentation of CSS Tool Kit; discussion by Gary Patton of the Program EIR.
- March 23 – Town Center Task Force meeting – orientation for new resident committee members including project scope.
- March 25 – Menlo Park Chamber of Commerce Transportation committee – Dumbarton rail and High Speed Rail updates.
- March 26 – San Mateo Co. Council of Cities meeting in Atherton; program was the discussion of media relations by Nathan Ballard.
- March 29 - Closed Session
- April 1 – Caltrain JPB board meeting in San Carlos re electrification; Ex. Director Mike Scanlon announced Sam Trans would be reducing payments from \$40 million to \$12 million a year; will result in reducing train service by one-half; will end week end service in Atherton. Certification of Electrification EIR deferred pending discussion with Gary Patton representing Planning and Conservation League. Doety indicated there would be no cut off time for comments regarding the Alternatives Analysis for the Project EIR.
- April 2 - Peninsula Cities Consortium's first meeting in Atherton (meetings will continue every other week in Council Chambers this quarter from 8:15 to 10:00 am.) Palo Alto now has a standing committee dedicated to the rail corridor issues. Pat Burt (Palo Alto Mayor) has raised three points re Caltrains
  - The 'disconnect' between board members and the residents and cities they represent.
  - Caltrain needs to leverage the attention the HSR is focusing on the corridor to ensure its survival.
  - Caltrain has no independent funding mechanism.
- April 3 - Annual Holbrook Palmer Park Easter Egg Hunt; approximately 900 people from various Peninsula communities.
- April 5 - Met with Atherton Garden Club members
- April 6 - Atherton Rail Committee meeting; recommended funding expert for Program EIR response to using alternative routes to Caltrain corridor for HSR. Rail electrification update; comments for Revised Program EIR.
- April 7 - Request extent ion of the Revised Program EIR comment period at the Executive and Operations Committees of High Speed Rail, in San Jose. Special Council meeting
- April 8 - Requested time extension at California High Speed Rail Authority board meeting – San Jose; received San Jose to San Francisco Alternatives Analysis that will require analysis and comments by Rail Committee and town staff.

County and Cities Association of Governments retreat – San Carlos; Senator

Leland Yee answered questions after formal remarks. Supportive of tunneling on Peninsula for HSR.

High Speed Rail Peninsula Policy Makers Committee – San Carlos. Bob Doety, project manager commented on Alternatives Analysis and provided candid remarks about Caltrain financial problems and interaction with CHSRA.

- April 11- Fundraising event for California Rail Foundation for consultant funds to study Revised Program EIR.
- April 12- Selby Education Foundation board meeting.
- April 13- Meeting with City Manager on various matters.  
CC-HSR sponsored town meeting with Gary Patton speaking on providing comments to the Revised Program EIR to the CHSRA.
- April 14- Meeting with City Manager and councilperson Lewis re reality check process for required space for city departments.
- April 15- Palo Alto Rail Committee; received tentative comments prepared by city staff for Revised Program EIR.  
Meeting with City Attorney on various matters.  
Attended North Fair Oaks Community Council to hear HSR presentation and community comments.

## Written Council Report - April

I attended the Holbrook- Palmer Foundation meeting on Monday 12 April.

Highlights were the receipt of a check of \$35,000 from the estate of Thorn Miller a previous President of the Foundation.

The proposed Event Garden outline layout with string is available to anyone who wishes to view it.

April 18 is the Park Beautification day will also see the dedication of the Bill Conwell bridge.

I attended the Council of Cities Dinner in the Jennings Pavilion on March 26.

I believe the attendance was a little lower than at some of the other similar dinners and we listened to a report on the compensation task force which I did not believe addressed many of the Atherton problems.

Along with other Council members and many concerned residents and others I attended the Rail Committee meeting on the 13th April.

The speaker discussed how we best fight the proposed High Speed Rail plan.

Jim Dobbie

April notes:

1. Attended an EPC meeting and discussed the 2010 home energy audit program and the 2011 budget.
2. Discussed the Saltworks project with Menlo Park Council Members.
3. Attended the San Mateo Council of Cities dinner.

Charles Marsala

Elizabeth Lewis

Council Report –March 17, 2010 – April 21, 2010

Mar 23	Environmental Programs Committee Meeting
Mar 23	Town Center Task Force Meeting
Mar 23	Lucile Packard Children's Health Council event where proposed new Hospital building was presented
Mar 24 – 27	Attended University of California Fisher School of Real Estate and Urban Economics Advisory Board meeting Pebble Beach, CA.
Mar 29	Closed Session
Mar 30	Town Center Task Force Meeting
Apr 7	HEART Fund Development Committee Meeting
Apr 7	Special Meeting Council
Apr 20	Town Center Task Force Meeting