



## AMENDED AGENDA

Town of Atherton

CITY COUNCIL/ATHERTON CHANNEL DRAINAGE

DISTRICT

July 21, 2010

5:30 P.M.

Meeting Room

Town Administrative Offices

91 Ashfield Road

Atherton, California

## **Special Meeting**

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

5:32 P.M.    PUBLIC COMMENTS

5:40 P.M.    CLOSED SESSION

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

*-Claim of Kimberly Sweidy & Raymond Stata*

*-Claim of Pacific Peninsula Group*

*-Correspondence from John P. Johns*

B.    **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Subsection (b) of Government Code Section 54956.9):**

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

### RECONVENE TO OPEN SESSION

**Report of action taken.**

6:59 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**  
**JULY 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**
- 2009 Green Building Awards  
Presented by Town Arborist Kathy Hughes Anderson
- 7:20 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.)*
- 7:30 P.M.    5.    **REPORT OUT OF CLOSED SESSION**
- June 16, 2010  
July 20, 2010
- 7:35 P.M.    6.    **CITY MANAGER'S REPORT**
- 7:45 P.M.    7.    **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Directed  
by Resolution No. 99-6)
- 7:45 P.M.    **CONSENT CALENDAR** (Items 8-22)
- (Consent Calendar items are routine in nature and are generally considered in one motion and adopted by a single vote of the City Council. If discussion regarding a Consent Calendar item is desired, the member(s) of the City Council, public, and/or staff wishing to pull the item should so indicate at the time the Mayor calls for consideration of the Consent Calendar.)*
8.    **APPROVAL OF JUNE 16, 2010 REGULAR MEETING**

**Recommendation:** Approve June 16, 2010 regular meeting minutes

**9. APPROVAL OF BILLS AND CLAIMS FOR FEBRUARY 2010 IN THE AMOUNT OF \$980,199**

**Recommendation:** Approve Bills and Claims in the amount of \$980,199

**10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE TWELVE MONTHS ENDED JUNE 30, 2010**

**Recommendation:** Receive the General Fund Financial Report for the twelve months ended June 30, 2010

**11. ADOPTION OF THE APPROPRIATIONS LIMITS FOR FY 2010-2011  
Report: Finance Director Louise Ho**

**Recommendation:** Adopt Resolution 10-37 setting the Appropriation Limit for FY 2010-2011 at \$10,141,898

**12. APPROVE 10-38 AMENDING FEES FOR TAPE DUPLICATION AND POLICE REPORTS**

**Report:** City Manager Jerry Gruber

**Recommendation:** Approve Resolution 10-38 amending the fees for tape duplication and police reports

**13. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC. FOR SURVEYING SERVICES FOR THE ATHERTON AVENUE RECONSTRUCTION PROJECT**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Mark Thomas & Associates, Inc. to provide Surveying services for the Atherton Avenue Reconstruction Project in an amount not to exceed \$59,890.00, plus a 10% contingency, for a total authorization of \$65,879.00

**14. AWARD OF CONTRACT FOR THE STREET RECONSTRUCTION PHASE 7 PROJECT NUMBER 56006**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Award the contract for Street Reconstruction Phase 7 Project, project number 56006 to JJ Albanese, Inc., the low bidder on the July 7, 2010 bids, for \$352,975.25, with a 10% construction contingency of \$35,297.53, for a total authorization of \$388,272.78; and to authorize the City Manager to sign the contract on behalf of the Town

**15. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC. FOR SURVEYING SERVICES FOR THE HOLBROOK-PALMER PARK SURVEY**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Mark Thomas & Company to provide surveying services for the Holbrook-Palmer Park Survey in an

amount not to exceed \$29,965, plus a 10% contingency, for a total authorization of \$32,961.50

**16. RECLASSIFICATION OF THE “TEMPORARY” ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF TO “REGULAR” EXECUTIVE ASSISTANT/POLICE DEPARTMENT**

**Report:** Assistant City Manager Eileen Wilkerson

**Recommendation:** Reclassify the employment status of the temporary Administrative Assistant to the Police Chief to regular employment status, approve designation to the job classification Executive Assistant, set full time equivalent to 1.0 FTE and Set the Bargaining Unit as Confidential

**17. ATHERTON LIBRARY TASK FORCE RECOMMENDATIONS**

**Report:** City Manager Jerry Gruber

**Recommendation:** To Be Determined

*\*(Staff recommends moving this item to the regular agenda)*

**18. TOWN CENTER TASK FORCE UPDATE**

**Report:** City Manager Jerry Gruber

**Recommendation:** Receive and accept update from Town Center Task Force

**19. APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM FOR DAMAGES BY KIMBERLY SWEIDY AND RAYMOND STATA – RECOMMEND DENIAL**

**Report:** City Manager Jerry Gruber

**Recommendation:** Adopt Resolution 10-39 rejecting the application of Kimberly Sweidy and Raymond Stata

**20. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF REDWOOD CITY TO PROVIDE INFORMATION TECHNOLOGY SUPPORT**

**Report:** Assistant City Manager Eileen Wilkerson

**Recommendation:** Approve the agreement for information technology support between the City of Redwood City and the Town of Atherton; authorize the City Manager to execute the agreement  
*(Continued from June 16, 2010 Council meeting)*

**21. APPROVE CONSULTANT SERVICE AGREEMENT FOR HIGH SPEED RAIL GOVERNMENT AFFAIR SERVICE WITH CAPITOL ADVOCATES FOR AN AMOUNT NOT TO EXCEED \$60,000.00 (\$5,000 PER MONTH)**

**Report:** City Manager Jerry Gruber

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

**22. AMEND THE CENTERLINE MARKING LIST TO REVISE ATHERTON AVENUE AND FAIR OAKS LANE AT EL CAMINO REAL TO ONE THROUGH/LEFT LANE AND ONE RIGHT TURN LANE**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Amend the Centerline Marking List to revise Atherton Avenue and Fair Oaks Lane at El Camino Real to one through/left lane and one right turn lane

**8:00 P.M.     PUBLIC HEARINGS (23-25)**

**23.     INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 3.16 (PURCHASING POLICY) AND ADDING CHAPTER 3.17 (PUBLIC WORKS CONTRACTING) TO THE ATHERTON MUNICIPAL CODE**

**Report:** Finance Director Louise Ho

**Recommendation:** Introduce Ordinance amending Chapter 3.16 (Purchasing Policy) and adding Chapter 3.17 (Public Works Contracting) to the Atherton Municipal Code establishing Purchasing Policy for supplies, services and public works contracting. Three votes are required to introduce the Ordinance. A second vote, scheduled at least ten days from the date of this meeting, is required to pass the ordinance.

**24.     150 VALPARAISO AVENUE (APN 070-390-010)  
CERTIFICATION OF FINAL ENVIRONMENTAL IMPACT REPORT  
FOR SACRED HEART SCHOOLS MASTER PLAN**

**Report:** Town Planner Neal Martin

**Recommendation:** Adopt the Resolution 10-40 certifying the Final Environmental Impact Report for the Sacred Heart Schools Master Plan Project as adequate and prepared in accordance with the California Environmental Quality Act and adopting the Sacred Heart Schools Mitigation Monitoring Program

**25.     150 VALPARAISO AVENUE (APN 070-390-010) CONDITIONAL USE PERMIT FOR WEST FIELDS PROJECT**

**Report:** Town Planner Neal Martin

**Recommendation:** Make the required findings and approve the West Fields Conditional Use Permit with the conditions recommended in the draft Conditional Use Permit Certificate.

**REGULAR AGENDA (Items 26-30)**

**8:45 P.M.     26.     RECONSIDERATION OF ROAD IMPACT FEE REFUNDS**

**Report:** City Manager Jerry Gruber

**Recommendation:** To Be Determined

**9:00 P.M.     27.     DISCUSS MCDONOUGH HOLLAND & ALLEN PC (MHA)  
CESSATION OF OPERATIONS**

**Report:** City Manager Jerry Gruber

**Recommendation:** To Be Determined

**9:20 P.M.     28.     CODE ENFORCEMENT ALTERNATIVES**

**Report:** City Manager Jerry Gruber

**Recommendation:** Continue to use CSG and the Towns current Code Enforcement Official until additional information can be obtained regarding cost and service

- 9:35 P.M. 29. **FINANCE COMMITTEE RECOMMENDATIONS FROM JULY 14, 2010 COMMITTEE MEETING**  
**Report:** City Manager Jerry Gruber  
**Recommendation:** Approve Resolution 10-41 adopting the recommendation for direction from City Council to the Finance Committee
- 9:50 P.M. 30. **RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES – League of California Cities Annual Conference – September 17-19, 2010**  
**Report:** City Manager Jerry Gruber  
**Recommendation:** Adopt Resolution 10-42 Designating voting delegate and alternate to the League of California Cities Annual Conference
- 10:05 P.M. 31. **COUNCIL REPORTS**
- 10:10 P.M. 32. **FUTURE AGENDA ITEMS**
- 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 JUNE 16, 2010**

**SUBJECT: CITY MANAGER WRITTEN REPORT**

#### **ADMINISTRATION DEPARTMENT:**

The nomination period for the November 2, 2010 gubernatorial general election opened on Monday, July 12, 2010. As of the time of writing this report three people have taken out papers at the City Clerks Department. Incumbent Jerry Carlson and residents Mike McPherson and William (Bill) Widmer have taken out official papers. Staff is working to set up a candidate's forum night in the Park sometime towards the end of August or beginning of September. This will give the public an opportunity to come listen to the candidates and ask questions.

The City Clerks Department has received over 21 public records requests since the last Council meeting which does not include almost daily correspondence to engage in additional review. Two of the requests in particular will require an unprecedented amount of staff and attorney hours in searching, collecting and reviewing records to determine whether the records would be disclosable under the Public Records Act. Due to the volume of documents needed to review together with the Towns limited staffing resources, the Town anticipates it will need a significant amount of time, likely to be several months to review and provide any responsive documentation.

#### **CITY ATTORNEY:**

No written update.

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

FY 2010-2011 budget was adopted by City Council on June 16, 2010. The Town was able to adopt a balanced General Fund budget and funded 100% of the annual required contribution for GASB 45 (unfunded retiree health care cost).

Maze & Associates completed their interim field work for FY 2009-2010 audit and will return in September for final field work. It is anticipated that the audit report will be issued and presented to the City Council in December 2010.

In addition to year-end (FY 2009-2010) account reconciliation work, Finance continued implementation of Springbrook fixed asset module, bringing over data from the old financial system, loading budget and creating new fiscal year.

Due to amendment of three years of quarterly payroll returns, on-going communications were made to Internal Revenue Service.

Finance Director attended the San Mateo County Economic Analysis seminar, and a web conference on the financial implication of a two-tiered CalPERS retirement formula.

## **POLICE DEPARTMENT:**

Sgt. Joe Wade was promoted to Lieutenant effective July 10, 2010. In addition, Officer Brad Mills received a service award for his 20 years of dedicated service to the Town of Atherton, and CSO Simone Pardorla also received a service award for her 10 years of dedicated service to the Town.

There were two significant events involving the PD. On July 8, Vice-President Joe Biden attended a fund raiser for Senator Barbara Boxer at a residence on Atherton Avenue near Selby Lane. Whenever the President or Vice-President of the United States attends a function, it involves significant planning and staffing resources. Atherton PD was fortunate to have an experienced officer who has worked extensively on protection details of this stature. Before Officer Rick Enberg retired from the United States Army a few months ago, he was assigned during his career to the protection details for Secretary of Defense Gates and Rumsfeld in the same role as the United States Secret Service protects our national command authority. Officer Enberg worked with the Secret Service and CHP to coordinate the motorcade security detail and the security detail for the event site.

Security for the motorcade for Atherton PD requires that we establish a safe corridor that is clear of all vehicular traffic from the time the motorcade enters Atherton to when it arrives at the destination, and when it leaves Atherton to the Town border. This includes not only escort vehicles and traffic control, but also blocking all cul-de-sacs, and roads intersecting the route. At the site, a security zone is established under Federal authority to protect the Vice-President with the assistance of Atherton PD.

This event created the opportunity for PD to test and evaluate our ability to mobilize resources for this type of event and to some extent practice our disaster response and recovery procedures. City Manager Jerry Gruber put Atherton's Emergency Operations Center (EOC) on stand-by, which is a routine practice for a city when this type of event occurs within their jurisdiction. This was a good example of the rationale for the requirement to have a secondary or back-up EOC within the Town borders. In our case, since the mission was law enforcement specific, Fire and EMS were not required.

In addition, this event allowed PD to deploy our field command vehicle with its HAM radio equipment. The field command vehicle served as the Atherton command post located at Atherton Avenue and Barry Lane. Two of our Atherton resident volunteers set-up and tested our HAM radio communications system that could be used as a back-up communications system if our law enforcement radio frequency were compromised. Our resident HAM experts reported the system functioned correctly. This was the first time PD used our resident HAM radio operators in an operation, and it worked very well.

As part of our duties, PD partnered with the Secret Service for security at the event and for the motorcade while in Atherton. This required a staff of 13 employees. Some PD employees gave up their personal time to meet PD's security commitment.

The second major event that occurred was the riot in Oakland that began on July 8 following the verdict in the BART PD shooting. The law enforcement agencies in San Mateo County had planned to deploy a Mobile Field Force (MFF) under the State mutual-aid agreement if needed. Atherton committed two officers for this deployment. Around 8:00 PM, Alameda County requested mutual-aid from San Mateo County. Our two officers patrolled the downtown streets of Oakland and returned to Town around 7:00 AM. This required that two off-duty officers staff one of the vacant patrol shifts to maintain a minimum staffing of two in Town.

While this second event was planned for, it taxed our staffing resources. However, even with the Vice-Presidential visit and the deployment to Oakland, PD was still able to maintain minimum staffing levels for the Atherton community.

The most significant event during the week of July 12<sup>th</sup> was the protest by the California Nurses Association and other union groups in front of a residence on Edge Road. The planned protest required significant police resources from Atherton and throughout San Mateo County. Every law enforcement agency within San Mateo County sent at least one police officer through mutual-aid agreements. There were approximately 45 officers on hand for traffic control. The protestors numbered at least 968 according to the nurses association, and they caused PD to close Edge Rd. because it was blocked with people. The protestors came in at least 35 busses that created a massive traffic jam in the area. Ringwood and Oak Grove had to be closed to through traffic. There were no arrests, nor any reported property damage at this time.

## **PUBLIC WORKS PROJECT UPDATES:**

- High Speed Rail Alternatives Analysis – staff working with Technical Working Group at meeting on July 15<sup>th</sup> to discuss vertical alignments. Currently shows stacked trench through Atherton and Menlo Park in order to fit within the existing right of way.
- Encinal Traffic Signal – the project is underway. Utilities have relocated the poles were in conflict with project. PG&E still working on electrical service for controller. Construction of paving, drainage, burbs and sidewalk will be completed before school starts. Longer lead items, such as mast arms and controllers, will be installed after school starts. The existing pedestrian crossing will remain operational until the new signal comes on line.
- Hoover/Valparaiso Crosswalk –Menlo Park June Transportation Commission met on July 14<sup>th</sup> and approved the concept. Menlo Park staff will issue an encroachment permit for the Town to install the crosswalk. The next step is for Caltrans to approve funding authorization (E-76) for the project design. Kimley-Horn will design the project.
- Park Pedestrian Bridge –the project was awarded at the June Council meeting and the contractor is preparing to begin construction in August.
- Park Irrigation project –the new well has been clarified and the electrical system has been installed. The system is now being tested for the operation of both wells under significant load, i.e., watering all lawns at the same time (something we never could do before). A leak was discovered near the existing well, delaying testing while a repair is made.
- Fletcher/Ridgeview Drainage and Reconstruction – Utilities are completing relocation of conflicting facilities. Staff is completing the final state NPDES permits. The contractor is scheduled to start August 2.
- Street Reconstruction 7 – includes Park Lane and the right turn lane from Alejandra to El Camino Real. A public meeting with residents was held on June 17<sup>th</sup>. Construction will begin after the Circus Club horse show because Park Lane is used for event and horse trailer parking.
- Fair Oaks Traffic Study – the Fair Oaks traffic study is completed and was presented to the Transportation Committee this month. The concept was approved. The next steps are to coordinate with Menlo Fire because Fair Oaks Lane is a primary emergency response route, conduct another neighborhood meeting to present the study, and develop a cost estimate for installation of the project.
- Street Patching and Cape Seals – contractors are preparing to conduct patching and cape seal projects at various locations around the Town. This work can be expected for several week sin late July and early August.

- Las Lomas Safe Routes to School – the final phase of the Las Lomas project is getting underway. The first phase did not use all the grant funds available, so phase 2 was developed to improve the crosswalk to the school entrance. The work will be completed before school starts.
- Street and park striping – the annual restriping program is about to begin. Faded stripes throughout the Town will be refreshed. In addition, the revised Park entrance striping will be installed as well as other striping changes approved by Council.
- Grading and Drainage – staff has been extremely busy working with project designers to implement the new Municipal Regional Permit (MRP) provisions and develop strategies that will comply with the MRP and with the Town’s drainage criteria. In the fall, after these projects are permitted and underway, the Drainage Criteria will be updated to reflect the results of these efforts. The update will include reorganized and clarified criteria, examples of green projects that meet both requirements, and any revisions to the criteria needed based on the current study efforts.

**BUILDING DEPARTMENT:**

No written update.

**PLANNING DEPARTMENT:**

No written update.

**CODE ENFORCEMENT:**

The administrative citation is in The City Attorney’s Office for final comments. I provided the City clerk with a copy of an Administrative Citation “Request for hearing” form that can be modified for our use. As soon as I receive approval from the City Attorney I will locate a printer who can produce the administrative citation books.

Weed abatement has been completed on the vacant lot located at the corner of Santiago and Park Lane, the contractor’s yard/ hoarding case at Linden and Middlefield, impacting approximately sixty percent of the rear yard is ongoing. The illegal guest house occupancy on Inglewood has been referred for legal action due to non-compliance. A complaint was investigated regarding an illegal room rental in a home on Sutherland. Compliance has been requested. The illegal gazebo on Lloydon has been removed. A secondary issue involving dog barking is being resolved by the residents. A long standing dog barking case on Park is being resolved by the tenant and her landlord. The tenant is looking for a new location. In lieu of the Administrative Citation I am considering the issuance of an infraction citation for barking that occurred on July 3<sup>rd</sup>. A vacant property with a hazardous pool is being resolved on Faxon. A large accumulation of inoperative vehicles on a property on Alejandra is being investigated.

I completed the mediation of a property line dispute on Ashfield regarding fencing and tree issues. Remediation plans have been submitted to Planning by the property owner involving the fence encroachment issue on Parker which affects town right of way. A property owner on Hawthorn has constructed a fence in violation of the height requirements. Attempts to gain compliance are underway.

**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY:**

The SBWMA Board of Directors meeting was held on Tuesday, July 13<sup>th</sup> to discuss contract negotiation for the Executive Director.

Kathy Hughes- Anderson, Town Arborist created a Questions and Answer “Q&A” link on the Town website for customers who want information on the recent fee increase. The “Q&A” is also beneficial to staff in answering phone calls and front counter requests.

**FUTURE MEETINGS AND EVENTS:**

**Candidate Orientation and Discussion night – To Be Determined - (Mid August to Early September)**



**Draft Minutes**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**JUNE 16, 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** - None
4. **PUBLIC COMMENTS**

John Ruggeiro, Atherton resident, read for the record, an editorial in the Almanac regarding Council Member Lewis' home.

Jeff Wise, Atherton resident and Finance Committee member, said reaching back and investigating anybody's project that took place that long ago makes no sense.

5. **REPORT OUT OF CLOSED SESSION**

McKeithen stated that Item 26 on the regular agenda has been continued.

**April 22, 2010**  
**Item B from May 19, 2010**  
**June 16, 2010**

City Attorney Furth reported that at the April 22, 2010 closed session meeting Council directed staff to resolve a potential dispute that arose from incorrect charges to employees for short term disability premiums. Furth said employees have been refunded going back six years.

Furth concluded that there is no reportable action for Item B from the May 19, 2010, or from the June 16, 2010 meeting.

6. **CITY MANAGER'S REPORT**

Nothing further to add to written report.

7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** - None  
**CONSENT CALENDAR** (Items 8-23)

Council Member Carlson removed item 18 and had comments on item 8.

Mayor McKeithen had a question on item 14, typographical corrections for the resolution under item 22 and removed item 19.

8. **APPROVAL OF MAY 19, 2010 REGULAR MEETING, MAY 25 SPECIAL MEETING MINUTES AND JUNE 8 JOINT COUNCIL AND PARK & RECREATION MEETING**

**Recommendation:** Approve May 19, 2010 regular, May 25 special meeting minutes, and June 8 Joint Council and Park & Recreation meeting

Council Member Carlson suggested editing the June 8<sup>th</sup> joint meeting minutes to add the following under item 2:

Recommended follow up actions that were discussed:

1. Research sub contracting park maintenance for the 22 acres of ground to a qualified third party
2. Developing a park Use Balance policy to address both facilities and playing field use by organizational parties in order to balance such use with individual and family usage within the park. Should capping organized event usage be considered to achieve balance? Should limits be placed on size, duration, and frequency usage? Potentially furthering the limit of hours or days of such use and/or pricing differentials to achieve desired results.

9. **APPROVAL OF BILLS AND CLAIMS FOR FEBRUARY 2010 IN THE AMOUNT OF \$884,376**

**Recommendation:** Approve Bills and Claims in the amount of \$884,376

10. **ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE ELEVEN MONTHS ENDED MAY 31, 2010**

**Recommendation:** Accept Monthly Financial Report

11. **TREASURER'S REPORT FOR THE THIRD QUARTER ENDED MARCH 31, 2010**

**Report:** Finance Director Louise Ho

**Recommendation:** Accept the Treasurer's Report for the Third Quarter Ended March 31, 2010

12. **APPROVAL FOR THE TOWN ARBORIST TO ATTEND THE INTERNATIONAL SOCIETY OF ARBORICULTURE 86TH ANNUAL INTERNATIONAL CONFERENCE AND TRADE SHOW**

**Report:** Town Arborist Kathy Hughes Anderson

**Recommendation:** Approve the request for the Town Arborist to attend the ISA International Conference and Trade Show in Chicago, Illinois, July 26-28, 2010

**13. AWARD OF CONTRACT FOR THE MIDDLEFIELD ROAD AT ENCINAL AVENUE INTERSECTION IMPROVEMENT PROJECT NUMBER 56009**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Award the contract for Middlefield Road at Encinal Avenue Intersection Improvement Project, project number 56009 to the lowest responsive bidder on the June 16, 2010 bids; and to authorize the City Manager to sign the contract on behalf of the Town

**14. AWARD OF CONTRACT FOR THE HOLBROOK-PALMER PARK BRIDGE LANDSCAPING PROJECT NUMBER 56046**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Award the contract for Holbrook-Palmer Park Bridge Landscaping Project, project number 56046 to Commercial Environmental Landscaping, the low bidder on the May 27, 2010 bids, for \$16,961.33, with a 10% construction contingency of \$1,696.13, for a total authorization of \$18,657.46; and to authorize the City Manager to sign the contract on behalf of the Town

Mayor McKeithen questioned whether or not the Dames had consented to the additional \$4,600 of funding needed and she was informed that they had.

**15. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS FOR THE HOLBROOK-PALMER PARK WATER TOWER LAWN PHASE 2 PROJECT, PROJECT NUMBER 08-026**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Accept work, authorizing recording of a notice of completion and approving contract change orders for the Holbrook-Palmer Park Water Tower Lawn Phase 2 Project, Project Number 08-026

**16. APPROVE A ONE-WAY ENTRANCE ROADWAY AT HOLBROOK-PALMER PARK**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Approve a one-way entrance roadway at Holbrook-Palmer Park

**17. AWARD OF CONTRACT FOR THE 2010 STREET PATCHING CONTRACT PROJECT NUMBER 56047**

**Report:** Finance Director Louise Ho

**Recommendation:** Award the contract for the 2010 Street Patching Contract, project number 56047 to the lowest responsible bidder on the June 16, 2010 bids; and to authorize the City Manager to sign the contract on behalf of the Town.

**18. APPROVE CONSULTANT SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR CODE ENFORCEMENT**

**Report:** City Manager Jerry Gruber

**Recommendation:** Approve Consultant Services Agreement with CSG Consultants, Inc. to provide Code Enforcement Services to the Town of Atherton in the amount of \$56,925.00 for the fiscal year 2010-11

Mayor McKeithen wanted code enforcement consolidation with another jurisdiction to be reviewed by staff.

Council Member Carlson said alternative options should be explored as well.

City Manager Gruber asked how Council would like to maintain the code enforcement the Town currently has which expires June 30, 2010.

Council agreed that code enforcement should be maintained on a month-to-month basis under the present contract until further studies are conducted. The item was tabled.

**19. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF REDWOOD CITY TO PROVIDE INFORMATION TECHNOLOGY SUPPORT**

**Report:** Assistant City Manager Eileen Wilkerson

**Recommendation:** Approve the agreement for information technology support between the City of Redwood City and the Town of Atherton; authorize the City Manager to execute the agreement

**20. APPOINT ALAIN ENTHOVEN TO THE FINANCE COMMITTEE**

**Report:** City Manager Jerry Gruber

**Recommendation:** Appoint Alain Enthoven to the Finance Committee for a term to take effect immediately and expires on April 30, 2011

**21. APPROVE COMMENT LETTER ON HIGH SPEED RAIL ALTERNATIVES ANALYSIS**

**Report:** Public Works Director Duncan Jones

**Recommendation:** Approve a letter to the California High Speed Rail Authority (CHSRA) providing comments on Preliminary Alternatives Analysis Report (PAAR), and authorize the Mayor to sign the letter

**22. A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON REQUESTING THAT THE COUNTY OF SAN MATEO DENY THE APPLICATION FOR A NEW FACILITY AT 2991 EL CAMINO REAL AND REVISE THE ORDINANCE RELATING TO REGULATION OF COLLECTIVE CULTIVATION AND DISTRIBUTION OF MEDICAL MARIJUANA**

**Report:** City Manager Jerry Gruber

**Recommendation:** Approve Resolution No. 10-29 requesting that the County of San Mateo deny the application for a new facility at 2991 El Camino Real and revise the ordinance relating to regulation of collective cultivation and distribution of medical marijuana

**MOTION by Lewis, second by Dobbie to approve the consent calendar except item 18. The motion passed.**

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

**PUBLIC HEARINGS - None**

**REGULAR AGENDA (Items 23-34)**

**23. LIBRARY TASK FORCE REPORT AND RESOLUTION NO. 10-30**

**Report:** City Manager Jerry Gruber

**Recommendation:** Adopt Resolution No. 10-30 for the Town of Atherton to partner with the San Mateo County Library, Friends of the Library and other key stakeholders to support and participate in the process of planning and building a new library and establish an Atherton Library Building Steering Committee based on recommendations from the Atherton Library Needs Assessment Task Force

Joanne Sanders, Friends of the Library, introduced and thanked members of the Library Task Force which was charged with evaluating, discussing and making recommendation to council n regards to the library needs assessment study.

Denise Kupperman, Library Task Force, discussed the pros and cons of having a library at Holbrook-Palmer Park. Kupperman said the community would be able to enjoy the park and the library at the same time, donor funds can be used for maintenance costs in the park adjacent to the library, park supporters would become library supporters, and it would reduce the train noise levels.

Kupperman added that cons include that it would require alternate work space for park staff, tearing down the main house, and it could potentially reduce income from park events.

Kupperman concluded that putting a library in the park would require community consensus.

Council Member Lewis said she thinks this is a golden opportunity and libraries are usually the center of a community.

Council Member Carlson said there needs to be a more formal process before moving the library to the park. Carlson added that the environmental concerns need to be addressed and a more definitive process should be outlined including the composition and charter of the steering committee, how the Park & Recreation Commission fits in and how all departments in the park will interrelate. Carlson concluded that it should be clearly defined that no money is expected from the Town for this proposal.

Vice Mayor Dobbie said there are a lot of ideas that need clarification, but the process should begin now. Dobbie said Council should do whatever is necessary to get to a final decision.

Council Member Marsala said a lot of people will be happy about this proposal, and in fact there are surveys that date back to the late 1950's that show people were in favor of a library in the park. Marsala concluded that the Library Joint Powers Authority has grown over the years and the Town is fortunate to have the number of events that go on such as movie night, concerts and speakers.

Joanne Sanders informed Council that the idea of putting a library in the park is an important piece in decision-making for the Town Center Task Force, who is charged with research and funding options for a new town center.

Mayor McKeithen said the demographics in the Town have changed and so should we. McKeithen said open forum meetings with the public need to take place before anything is decided. McKeithen concluded by thanking Denise Kupperman and Joanne Sanders and added that the Library Task Force did a great job.

Council Member Lewis questioned whether approval of this resolution would give the go ahead for relocating the library to the park and added that she was not ready for that until after community consensus.

City Attorney Furth said this is only a vision and no entity can move forward without following environmental reviews and other California laws.

A short discussion ensued regarding the public perception on whether the action taken on this item would mean the library is moving to the park.

Sandy Crittenden, read a letter from the Atherton Arts Committee for the record.

Council Member Carlson suggested removing item 2 in the second whereas clause. Council Member Lewis agreed. Lewis added that although she thinks the idea is great but she also believes all opportunities should be weighed before making a final decision.

**MOTION by Carlson, second by Lewis to Adopt Resolution No. 10-30 for the Town of Atherton to partner with the San Mateo County Library, Friends of the Library and other key stakeholders to support and participate in the process of planning and building a new library and establish an Atherton Library Building Steering Committee based on recommendations from the Atherton Library Needs Assessment Task Force, with the removal of section 2 in the second whereas. The motion passed.**

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

Denise Kupperman said that an environmental review can not begin without a location.

Vice Mayor Dobbie said Council is here to represent the residents of Atherton and Council should make judgment calls at times instead of having several public meetings for everything.

A discussion took place on what the motion and action taken where for.

Vice Mayor Dobbie clarified, for the record that he supports the entire resolution brought to Council.

City Attorney Furth clarified that the report on the library needs assessment does not take a position on the location of the library so the document you adopted supports the location to be explored seriously but does not mean that it is the decided location.

Vice Mayor Dobbie said the vote, he believed, was only for the amendment in which Council Member Carlson removed section 2 of the second whereas. Dobbie stated that he wants to vote for the resolution.

**24.      REQUEST FOR ADJUSTMENT TO LEGAL SERVICES BUDGET  
FOR FISCAL YEAR 2010-11**

**Report:** City Manager Jerry Gruber

**Recommendation:** Staff recommends that the legal services budget for 2009-2010 be increased by \$38,000 to cover necessary legal expenses through the end of the current fiscal year

City Manager Gruber gave a brief background on the legal service budget over the last three years.

Jeff Wise, Atherton resident, said this is clearly an area where the budget needs to be reduced. Mayor McKeithen said that at one time legal costs were below \$200,000 and suggested a citizen's review committee to analyze the legal bills to get the budget back to where it was at one time. McKeithen said there have been at least two investigations that she did not feel should have been handled in-house.

Council Member Marsala questioned whether this would come from reserves. Gruber said staff is recommending it come from projected excess revenue after the 2009/10 books close. Marsala asked what happens if this amendment is not approved. Furth said whether it is approved or not she will do her best to hold the Towns expenses.

Council Member Lewis asked if all requests for City Attorney time go through the City Manager. Gruber said two instances in which they do not route through him are personnel issues and public records requests.

Council Member Lewis questioned whether the budget going forward is much lower. Gruber said it was originally reduce by 80,000 and the Finance Director reduced it by an additional 43,000. Furth added that the principal driver of the legal services budget was uninsured litigation. Furth said the majority of litigation has been resolved and additional insurance has been added.

Vice Mayor Dobbie asked how much was spent on the report done on Council Member Lewis' home. Dobbie added that he would like to see what it would cost to separate general attorney services and litigation services.

Finance Director clarifies in her staff report that from July 2009 to May of 2010 the Attorney expenditure is \$410,640 and other Attorneys outside of that is \$12,143.

**MOTION by Carlson, second by Lewis to approve the legal services budget increase for 2009-2010 by \$38,000 to cover necessary legal expenses through the end of the current fiscal year. The motion passed.**

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

**25. ADOPT REVISED COST ALLOCATION PLAN**

**Report:** Finance Director Louise Ho

**Recommendation:** Accept and approve the revised overhead cost allocation plan developed by NBS

Finance Director Ho gave a brief background on the revised cost allocation plan. On February 1, 2010, the City Council directed NBS to exclude certain overhead percentages particularly from the Administration Department.

Mayor McKeithen said Finance Committee member Conlon suggested looking at a 75% overhead recovery of the Building Department.

Council Member Lewis said there were exhaustive interviews and research with the Building Department and staff to come up with these numbers.

Mayor McKeithen suggested allowing the Finance Committee to meet and discuss the cost allocation plan with NBS and/or the Finance Director.

Ho said that this is a policy plan and the auditor needs this as a basis for their agreed upon procedures.

Vice Mayor Dobbie said the numbers were set by a lot of judgment and he isn't sure whether the numbers are correct or not.

**MOTION by Carlson, second by Lewis to accept and approve the revised overhead cost allocation plan developed by NBS. The motion passed.**

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

**26. ADOPTION OF RESOLUTION 10-31 OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ADOPTING SALARIES AND FOR MANAGEMENT STAFF FOR FISCAL YEARS 2009-10, 2010-11, 2011-12, and 2012-13**

**Report:** City Manager Jerry Gruber

**Recommendation:** Adopt Resolution 10-31 of the City Council of the Town of Atherton Adopting Salaries and Benefits for Management Staff for Fiscal Years 2009-10, 2010-11, 2011-12 and 2012-13

Item 26 was removed from the Agenda.

**27. RECOMMENDATIONS FROM THE FINANCE COMMITTEE FOR FISCAL YEAR 2010/11 BUDGET**

**Report:** City Manager Jerry Gruber

**Recommendations:** To Be Determined

Mayor McKeithen made typographical corrections to the staff report.

Council Member Carlson questioned the purpose of some of the recommendations, particularly policy issues such as irrevocable trusts, not filling vacancies and the Muniservices tax audit. Carlson said the Finance Committee makes recommendations based on Council direction.

Council discussed the role of the Finance Committee.

Council Member Carlson said he does not take issue with the Finance Committee reviewing certain things but thinks it should have full Council support.

Council Member Lewis said she would like the Finance Committee to work with staff on a revised five-year projection budget.

No action taken by Council.

**28. APPROVAL OF A RESOLUTION ADOPTING THE FISCAL YEAR 2010-11 OPERATING AND CAPITAL BUDGET**

**Report:** Finance Director Louise Ho

**Recommendation:** Approve Resolution No. 10-32 adopting the Fiscal Year 2010-11 Operating and Capital Budget.

Finance Director Ho said staff is recommending that City Council approve the use of \$888,463 of parcel tax fund for police services and the use of \$499,221 of the Building Department operating reserve to fund the Building Department projected operating shortfall. Ho added that the finance committee recommended 100% funding of GASB 45 when the draft budget only had 50% funding, but since then, staff has funded it 100%.

Council Member Carlson questioned the projected revenue column on page 1 in particular the \$885,000 figure under the library fund. Ho said she recently received a letter from the County saying they would refund approximately \$900,000 in excess revenues.

Carlson questioned whether all authorized positions were filled this past year. Chief Guerra said last year the Police Department unfunded one officer and one dispatch position and this year we have two officer positions and one dispatch position unfunded. Ho concluded that the only change in the Police Department is reducing the officer position from 13 to 12 and converting the Administrative Assistant from 0.75FTE to a full time, fully benefited position.

Mayor McKeithen opened up for public comment.

Jon Buckheit, Atherton resident, questioned whether salary increases for management employees is part of the budget or not. Buckheit concluded that the Police Department should not be reduced or diminished due to salary increases for management.

Denise Kupperman, Atherton resident, concurred with Buckheit and questioned how an operating budget can be passed if management salaries are not being considered.

Mayor McKeithen said she can not approve the budget until she reviews a classification study.

Council Member Marsala questioned what happens if the budget is not approved, and are there consequences.

Vice Mayor Dobbie said that an advantage of delaying this budget is that we may be able to answer questions in regards to employee compensation.

City Attorney Furth clarified that there is no state requirement for local governments to adopt a budget but warrants needs to be approved and payment policies should be adhered to.

Finance Director Ho added that in order for the parcel tax to be assessed for the next fiscal year the Council would need to pass a budget.

Assistant City Manager Wilkerson said that the 70<sup>th</sup> percentile will not be determined until mid August to early September therefore Council should not wait to pass the budget until they determine what employee wages will be.

City Manager Gruber said the classification study is not going to save the Town from its long term financial challenges. Gruber said it will not make a significant improvement in the budget.

Mayor McKeithen said there were studies done in the past that did change the budget.

Council Member Marsala said he supports the City Manager and added that changes can be made to the budget as we move forward.

Council Member Lewis said staff and the Finance Committee did a great job dwindling down the budget. Lewis said building department reserves should be used in tough economic times. Lewis concluded that the Town needs to look at outsourcing as much as it can and get solid figures on how it would help the budget.

Mayor McKeithen said this budget does not dip into general reserves but she believes there is still work to be done on it.

City Manager Gruber thanked the Department Managers for all of their work on the budget. Gruber said Guerra did an exceptional job at reducing the Police Department budget. Gruber concluded that if the Town continues to make cuts it will affect the levels of service to the residents.

Jeff Wise, Finance Committee member, encouraged Council to adopt the budget in order for the Town to move forward and operate. Wise said there are opportunities to amend it.

Denise Kupperman, Atherton resident, said she is surprised the classification study is not a public document. Kupperman questioned how the Town can operate if there is no understanding of the needed functions in the organization.

**MOTION by Marsala, second by Lewis to Approve Resolution No. 10-32 adopting the Fiscal Year 2010-11 Operating and Capital Budget. The motion passed.**

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

Dobbie stepped out.

**29. CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION ASSESSING A SPECIAL TAX FOR MUNICIPAL SERVICES FOR THE FISCAL YEAR 2010-11**

**Report:** City Manager Jerry Gruber, Finance Director Louise Ho

**Recommendation:** Open public hearing, receive testimony, and close public hearing. After consideration, adopt Resolution 10-33 assessing a Special Tax for Municipal Services for the Fiscal Year 2010-11 as set forth in Ordinance No. 555

**MOTION by Lewis, second by McKeithen to adopt Resolution 10-33 assessing a Special Tax for Municipal Services for the Fiscal Year 2010-11 as set forth in Ordinance No. 555. The motion passed.**

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

Dobbie returned to the Chambers.

**30. ADOPTION OF RESOLUTION 10-34 CALLING THE NOVEMBER 2, 2010, GENERAL MUNICIPAL ELECTION, REQUEST CONSOLIDATION; AND CONTRACT WITH THE CHIEF ELECTIONS OFFICE FOR ELECTION SERVICES**

**Report:** Deputy City Clerk Theresa DellaSanta

**Recommendation:** Adopt Resolution 10-34 calling for a General Municipal Election, for the purpose of electing three (3) members of the Atherton City Council, to be held on November 2, 2010; requesting the San Mateo County Board of Supervisors to consolidate the election with any other elections to be held on November 2, 2010; contracting with the Chief Elections Official for the purpose of providing election services; and authorizing the City Manager to sign the service agreement with the County Elections Officer

**MOTION by Carlson, second by Lewis to approve Resolution 10-34 calling for a General Municipal Election, for the purpose of electing three (3) members of the Atherton City Council, to be held on November 2, 2010; requesting the San Mateo County Board of Supervisors to consolidate the election with any other elections to be held on November 2, 2010; contracting with the Chief Elections Official for the purpose of providing election services; and authorizing the City Manager to sign the service agreement with the County Elections Officer. The motion passed.**

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

**31. ADOPTION OF RESOLUTION 10-35 REQUIRING CANDIDATES TO BE CHARGED A DEPOSIT TO COVER THE COST OF PUBLICATION FOR STATEMENT OF QUALIFICATIONS**

**Report:** Deputy City Clerk Theresa DellaSanta

**Recommendation:** Adopt Resolution 10-35 requiring candidates to pay the prorated cost of publication and distribution of the Statement of Qualifications and specifying the length of the Statement

Jon Buckheit, Atherton resident, questioned why Atherton makes the candidate pay for the cost of publication of their statement of qualifications.

Deputy City Clerk DellaSanta said that it is a policy decision by Council and historically Atherton has required that candidates pay for the costs of publication.

**MOTION by Dobbie, second by Carlson to Adopt Resolution 10-35 requiring candidates to pay the prorated cost of publication and distribution of the Statement of Qualifications and specifying the length of the Statement. The motion passed.**

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

**32. AMENDMENT TO RESOLUTION 10-13 TO APPOINT A COUNCIL MEMBER TO THE ARTS COMMITTEE; AND TO INCREASE THE TOWN CENTER TASK FORCE FROM FIVE (5) MEMBERS TO SIX (6) MEMBERS**

**Report:** City Manager Jerry Gruber

**Recommendation:** Amend Resolution 10-13 to appoint a Council Member to the Arts Committee; and to expand the Town Center Task Force from Five (5) Members to Six (6) Members and appoint Phil Lively

Mayor McKeithen said the Arts Committee has requested discussing expanding their committee to include a Council Member before Council debate and removed that section of item 32.

**MOTION by Carlson, second by Lewis to expand the Town Center Task Force from Five (5) Members to Six (6) Members and appoint Phil Lively. The motion passed.**

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

**33. RESOLUTION DIRECTING THE PLANNING COMMISSION TO CONSIDER AN AMENDMENT TO TITLE 17 OF THE ATHERTON MUNICIPAL CODE REGARDING THE R1-A ZONING REGULATIONS TO INCORPORATE PROVISIONS FROM THE R1-B ZONING DISTRICT FOR LOTS WITH AN AREA LESS THAN 10,000 SQUARE FEET OR, IN THE ALTERNATIVE, REZONING LOTS FRONTING PARKER AVENUE FROM R1-A TO R-1B**

**Report:** Deputy Planner Lisa Costa Sanders

**Recommendation:** Adopt the Resolution directing the Planning Commission consider an amendment to the R1-A zoning regulations for lots with an area less than 10,000 square feet

Deputy Town Planner Costa Sanders said Council, at its May 19 meeting, voted to direct staff to prepare a resolution for consideration by the City Council at its next meeting to initiate changes to the R1-A zoning district to incorporate the provisions of the R1-B zoning district to apply to lots with an area less than 10,000 square feet. As there was much discussion at the City Council meeting and the vote on the item was split (3 in favor, 1 opposed and 1 abstained), staff has also prepared an alternate resolution in the event the City Council would prefer at this time to rezone Parker Avenue rather than make changes to the R1-A zoning regulations. From an implementation of the Zoning Code perspective, rezoning Parker Avenue would be the more straightforward approach and reduce the potential for errors and confusion in the future.

Council Member Marsala said he has always been open to allowing the front yard and the second floor to be changed. Marsala asked what impact that would have on the back yards if R1A were to be rezoned to R1B. Costa Sanders said the current front and rear setbacks could be reduced to 23 feet 3 inches.

Council Member Carlson asked what specific features would be included. Costa Sanders said Council can choose to incorporate all provision of the R1A or just certain provisions.

Council Member Lewis said she has been in favor of rezoning all smaller lots, and she now recognizes Parker as a cluster of homes that if rezoned would all have the same setbacks and questioned whether the alternate resolution would be better for this particular neighborhood. Costa Sanders said it would be cleaner to rezone Parker Avenue. Parker Avenue is unique and the lots have identical size and shapes.

Mayor McKeithen said Parker is a unique cluster of homes and it should be treated differently from a 10,000 square foot home in R1A. McKeithen added that R1B makes more sense from a cost perspective because the Town doesn't need to incur \$27,000 of rezoning.

Mayor McKeithen opened for public comment.

Andrew Carlson, Parker Avenue, spoke in opposition.  
Ann Anderson, Atherton resident, spoke in opposition.  
Jeff Wise, Atherton resident, spoke in favor of the proposal and treating smaller lots equitably.  
Michael Bennett, Atherton resident, spoke in favor.  
Brooke Anderson, Atherton resident, spoke in opposition.  
Colleen Anderson, Parker Ave, spoke in favor.  
Linda Grossman, Parker Ave, spoke in opposition.  
Kathy Huo, Atherton resident, spoke in favor.  
Jonathan Buckheit, Atherton resident spoke in favor of rezoning for additional space.

Council Member Lewis said some people are in opposition because they are afraid neighbors will be up against each other's backyards. Lewis said the Town has strong landscape screening plans so that a neighbor cannot see into your backyards. Lewis concluded that she is in support of the alternate resolution to rezone Parker Avenue rather than make changes to the R1-A zoning regulations.

Mayor McKeithen agreed. She said it is only fair for the residents because the clusters of these size homes that are very unique.

Council Member Marsala said he is not in favor of rear setback changes but would support changes to the front setbacks.

Vice Mayor Dobbie said he supports the Planning Commission recommendation to leave the zoning as is and make no changes.

Council Member Carlson said Council is contemplating a decision which could change the character of the Town and suggested sending it back to the Planning Commission.

**MOTION BY McKeithen, second by Lewis to adopt the alternate resolution directing the Planning Commission to rezone Parker Avenue rather than make changes to the R1-A zoning regulations. The motion passed.**

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

Furth clarified that under State law this has to be heard in at a noticed public hearing by the Planning Commission who will make a recommendation to the City Council. Council will hold another public hearing to hear and review the recommendations.

- 34. 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)*

Council tabled item 34 indefinitely.

**35. COUNCIL REPORTS**

Nothing further to add to written reports.

**36. FUTURE AGENDA ITEMS**

**A. CONSIDERATION OF RECONSIDERING THE ROAD IMPACT FEE REFUND**

**Report:** Council Members Carlson and Marsala

**Recommendation:** Add reconsideration of refunding road impact fees to the July 21, 2010 agenda

**MOTION by Marsala, second by Lewis to add reconsideration of refunding road impact fees to the July 21, 2010 agenda. The motion passed.**

**37. PUBLIC COMMENTS**

Lou Berman, Atherton resident, thanked Council for approving the resolution under item 22. Berman said it is alarming that there is no notification or public notice from the County of applications for medical marijuana facilities.

**38. ADJOURN**

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

Mayor McKeithen adjourned the meeting at 10:54 p.m.

**Respectfully submitted,**

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**Theresa DellaSanta  
Deputy City Clerk**

**TOWN OF ATHERTON  
CLAIMS LIST JUNE 2010**

	<u>Amount</u>
A/P Checks (#10409-10577)	\$ 397,971
Payroll Checks (# 54-66)	6,975
Direct Deposit - Payroll	291,839
Electronic Transfer - A/P & Payroll	283,414
JUNE 2010 Total	980,199

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 54-66 (payroll), and 10409-10577 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$980,199 are true and correct, and that there are sufficient funds for payment.

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

The above claims, check numbers 54-66 (payroll), and 10409-10577 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$980,199 are true and correct, and are authorized for payment.

\_\_\_\_\_  
Kathy McKeithen  
Mayor, Town of Atherton

**SOURCE OF FUNDS**

101	General Fund	\$ 901,864
105	Tennis	257
201	Special Parcel Tax	17,704
210	Road Construction Impact	16,607
213	Library	1,222
401	GF Projects	2,220
610	Equipment Replacement	28,894
614	Worker's Comp Insurance	8,437
616	Employee Benefits	2,994
	TOTAL	980,199

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 10409</b>	<b>Check Date: 06/16/2010</b>	<b>Vendor: 01349</b>	<b>TEAMSTERS LOCAL 856 H &amp; W</b>	
	PR Batch 501 5 2010 Dental Insuran		05/05/2010	3,432.00
	PR Batch 502 5 2010 Dental Insuran		05/19/2010	3,289.00
	PR Batch 507 5 2010 Dental Insuran		05/20/2010	71.50
Dental Jun 2010	Steven Marshall Adjustment		06/16/2010	-71.50
			<b>Check Total:</b>	<b>6,721.00</b>
<b>Check No: 10410</b>	<b>Check Date: 06/16/2010</b>	<b>Vendor: 01449</b>	<b>VISION SERVICE PLAN</b>	
	PR Batch 502 4 2010 Vision Insuran		04/21/2010	403.73
	PR Batch 501 4 2010 Vision Insuran		04/07/2010	391.69
	PR Batch 501 5 2010 Vision Insuran		05/05/2010	403.73
	PR Batch 502 5 2010 Vision Insuran		05/19/2010	384.90
	PR Batch 507 5 2010 Vision Insuran		05/20/2010	13.60
JUN 2010	Lynn Colliau June Adjustment		05/20/2010	28.05
			<b>Check Total:</b>	<b>1,625.70</b>
<b>Check No: 10411</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00013</b>	<b>A-A-A RENTALS INC</b>	
523773	Men Working Warning Sign		04/19/2010	158.40
			<b>Check Total:</b>	<b>158.40</b>
<b>Check No: 10412</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00017</b>	<b>ABAG POWER PURCHASING POOL</b>	
8002925	ADMIN MAY 2010 4/27 - 5/25/10		06/01/2010	63.82
8002925	STATION LN PLANNING 4/27 - 5/		06/01/2010	20.95
8002925	STATION LN BLDG 4/27 - 5/25/10		06/01/2010	125.71
8002925	POLICE DEPT 4/27 - 5/25/10		06/01/2010	108.67
8002925	STATION LN DPW 4/27 - 5/25/10		06/01/2010	62.85
8002925	CORP OFFICE STORAGE 4/27 - 5/		06/01/2010	123.10
8002925	STATION LN LIBRARY 4/27 - 5/25		06/01/2010	54.84
			<b>Check Total:</b>	<b>559.94</b>
<b>Check No: 10413</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00062</b>	<b>APPLIED CONCEPTS INC</b>	
189708	ANTENNA CABLE, CAN/VSS CA		05/19/2010	410.78
			<b>Check Total:</b>	<b>410.78</b>
<b>Check No: 10414</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00077</b>	<b>AT&amp;T CALNET 2</b>	
000001388625	809-9188 04/27/2010 - 05/26/2010		05/27/2010	492.75
000001388624	060-0365 04/27/2010 - 05/26/2010		05/27/2010	112.04
000001400192	486-6350 05/01/2010 - 05/31/2010		06/01/2010	15.78
000001400190	323-2225 05/01/2010 - 05/31/2010		06/01/2010	15.78
000001400191	485-9734 05/01/2010 - 05/31/2010		06/01/2010	55.46
000001373893	669-0241 MP POLICE-VOTER 04/2		05/20/2010	132.61
000001373887	105-3041 04/20-5/19/10		05/20/2010	84.15
000001386516	869-1371 RECORDS ROOM 04/25-		05/25/2010	0.04
000001373888	195-3520 590 HAMILTON RC 04/2		05/20/2010	97.02
000001373890	584-0132 83 ASHFIELD RD 04/20-		05/20/2010	531.41
000001373889	834-3619 KCEA RADIO 04/20-05/1		05/20/2010	113.21
000001373894	669-1807 GULCH VOTER 04/20-05		05/20/2010	153.21
000001373891	736-0186 CIRCUIT LINE 04/20-05/		05/20/2010	681.16
0000013738912	689-9502 MP FIRE-PD VOTER 04/		05/20/2010	132.61
			<b>Check Total:</b>	<b>2,617.23</b>
<b>Check No: 10415</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00092</b>	<b>RAFI BAMDAD</b>	
35 BARRY	DEMOLITION REFUND, 35 BARR		03/24/2010	1,825.00
			<b>Check Total:</b>	<b>1,825.00</b>
<b>Check No: 10416</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00126</b>	<b>BLATTEL COMMUNICATIONS</b>	
TA04010	PUBLIC RELATIONS SVCS 03/01		05/17/2010	2,035.00
			<b>Check Total:</b>	<b>2,035.00</b>

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 10417</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00261</b>	<b>THE CITIES GROUP</b>	
APR-JUN 2010	WORKERS COMP 4/1/10 - 6/30/10		05/21/2010	6,590.13
APR-JUN 2010	SAFETY/COMPLIANCE PROG 4/1		05/21/2010	1,846.60
			<b>Check Total:</b>	<b>8,436.73</b>
<b>Check No: 10418</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00281</b>	<b>CITY OF REDWOOD CITY</b>	
BR24593	IT SUPPORT MAY 2010		05/31/2010	2,262.00
			<b>Check Total:</b>	<b>2,262.00</b>
<b>Check No: 10419</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00303</b>	<b>MARILYN COLLIAU</b>	
WC MAY 2010	Work Compen Colliau.M 5/10 - 5/13		05/14/2010	168.53
MAY 2010	M. Colliau 05/3/10 Time Mgmt Train		05/31/2010	3.31
MAY 2010	M. Colliau 05/12/10 Beg Govt Acctg		05/31/2010	16.42
			<b>Check Total:</b>	<b>188.26</b>
<b>Check No: 10420</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00357</b>	<b>COUNTY OF SANTA CLARA EMPL REL</b>	
05/14/10	2010 Comp Survey for Police Comm		06/08/2010	560.00
			<b>Check Total:</b>	<b>560.00</b>
<b>Check No: 10421</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00408</b>	<b>DEPT OF CONSUMER AFFAIRS</b>	
06/30/10	Prof Engineers Lic Renewal D.Jones		06/11/2010	125.00
			<b>Check Total:</b>	<b>125.00</b>
<b>Check No: 10422</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00417</b>	<b>DEAN DEVLUGT</b>	
MAY 2010	DRIVER TRAINING D.DEVLUGT		05/27/2010	24.53
MAY 2010	PAS CALIBRATION COURSE D.		05/27/2010	13.09
MAY 2010	MILEAGE REIMB D.DEVLUGT 5/		05/27/2010	54.16
MAY 2010	MILEAGE REIMB D.DEVLUGT 5/		05/27/2010	9.54
			<b>Check Total:</b>	<b>101.32</b>
<b>Check No: 10423</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00438</b>	<b>DRS STAIRS INC</b>	
217 ATHERTONRECYCLING REFUND, 217 ATHE			06/14/2010	2,490.00
			<b>Check Total:</b>	<b>2,490.00</b>
<b>Check No: 10424</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00453</b>	<b>DONALD DUNPHY</b>	
JUN 2010	TRAINING POST D.DUNPHY 5/24		06/01/2010	39.61
JUN 2010	MILEAGE REIMB D.DUNPHY 5/2		06/01/2010	82.40
			<b>Check Total:</b>	<b>122.01</b>
<b>Check No: 10425</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00501</b>	<b>FIRST CHOICE SERVICES</b>	
292830	COFFEE ADMIN 05/28/10		06/01/2010	31.08
			<b>Check Total:</b>	<b>31.08</b>
<b>Check No: 10426</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00609</b>	<b>HOME DEPOT CREDIT SERVICES</b>	
7565806	2X4-8 PT/CS		05/03/2010	82.77
1201081	1G LANTANA		04/29/2010	16.39
1214447	JUMBO JACK , GLOVES		04/29/2010	91.28
1214447	CREDIT ADJUSTMENT		05/03/2010	-11.13
			<b>Check Total:</b>	<b>179.31</b>
<b>Check No: 10427</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00637</b>	<b>DAVID HUYNH</b>	
MAY 2010	Dev Sub Meet 4/6, 5/12, 5/26 Mileag		05/27/2010	82.80
MAY 2010	Dev Sub Meet Parking 5/12/10 Huyn		05/27/2010	8.00
MAY 2010	Dev Sub Meet Bridge Toll 5/12/10 H		05/27/2010	4.00
			<b>Check Total:</b>	<b>94.80</b>
<b>Check No: 10428</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00649</b>	<b>IEDA INC</b>	
JUNE 2010	LABOR RELATIONS CONSULTIN		06/01/2010	1,000.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	1,000.00
<b>Check No: 10429</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00657</b>	<b>IMPAC. GOVERNMENT SERVICES</b>	
4324/05-24-10	Lunch with Cty manager Menlo Prk		05/24/2010	18.97
4960/05-24-10	CCAC Conf Lodging DellaSant 4/27-		05/24/2010	379.68
4324/05-24-10	2010 Conf San Diego 9/15-9/17/10		05/24/2010	475.00
4960/05-24-10	CCAC Conf Lodging DellaSant 4/27-		05/24/2010	5.00
7190/05-24-10	LODGING L. HO 5/11-5/14/10 SPB		05/24/2010	536.64
5424/05-24-10	Membership fee Intl Assoc M Wassm		05/24/2010	75.00
5424/05-24-10	Adapter, Wire, Tracer, Tester		05/24/2010	343.32
4324/05-24-10	Constant Contact - City Website		05/24/2010	15.00
5432/05-24-10	Entersect April 2010		05/24/2010	88.95
5432/05-24-10	1 Epo Search		05/24/2010	4.25
5432/05-24-10	PD CAR WASHES		05/24/2010	300.00
5432/05-24-10	Gun cleaning Solution		05/24/2010	151.00
0596/05-24-10	CHIEF'S CONF LODGING SMCO		05/24/2010	429.15
0596/05-24-10	PEACE OFFICER MEMORIAL LO		05/24/2010	353.53
5465/05-24-10	Airline Bag fee Train S.Pardola 5/10		05/24/2010	25.00
5465/05-24-10	Training Hotel S.Pardola 5/14/10		05/24/2010	668.44
5465/05-24-10	Airline Bag fee Train S.Pardola 5/14		05/24/2010	25.00
5432/05-24-10	Credit Lodging at Cliff Hotel - K.Ni		05/24/2010	-422.04
5432/05-24-10	Credit Lodging at Cliff Hotel - K.Ni		05/24/2010	-48.88
5465/05-24-10	Alarm Subscription 5/13/10		05/24/2010	19.95
5432/05-24-10	Frames - PD Scholarship		05/24/2010	13.74
5465/05-24-10	Toner Cartridge 04/21/10		05/24/2010	616.13
5465/05-24-10	Dispatch, Tone, Supplies 5/20/10		05/24/2010	115.32
5432/05-24-10	ICS Command Vehicle		05/24/2010	96.88
5465/05-24-10	Evidence Training CD S.Pardola 5/1		05/24/2010	39.95
5432/05-24-10	Budget Enlargement		05/24/2010	4.93
5432/05-24-10	Range Targets		05/24/2010	543.55
5432/05-24-10	Ropes for Flags		05/24/2010	46.11
5465/05-24-10	ID CARDS 04/23/10		05/24/2010	85.74
5465/05-24-10	PD Supplies 5/7/2010		05/24/2010	277.76
5432/05-24-10	Range Cleaning Supplies		05/24/2010	19.94
5432/05-24-10	Range Items for Workbench		05/24/2010	168.28
7555/05-24-10	MEMORY FOR UPGRADE COMP		05/24/2010	123.92
7555/05-24-10	SSL CERTIFICATE FOR MAIL SE		05/24/2010	54.98
5408/05-24-10	CREDIT CRESCO EQUIPMENT		05/24/2010	-136.29
5408/05-24-10	Irrigation Controller Charges		05/24/2010	249.00
5408/05-24-10	Disputed charge Comcast California		05/24/2010	45.75
4954/05-24-10	POD RENTAL MAY 2010		05/24/2010	382.38
5408/05-24-10	Acrylic For Soundproofing		05/24/2010	212.16
5408/05-24-10	Sign for CC Thermostat		05/24/2010	38.24
			<b>Check Total:</b>	6,441.43
<b>Check No: 10430</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00729</b>	<b>DUNCAN JONES</b>	
MAY 2010	CCEA Regist meeting D.Jones 2/18/1		05/28/2010	22.00
MAY 2010	CCEA Regist meeting D.Jones 3/18/1		05/28/2010	22.00
MAY 2010	CCEA Regist meeting D.Jones 4/15/1		05/28/2010	22.00
MAY 2010	CCEA Regist meeting D.Jones 5/20/1		05/28/2010	22.00
			<b>Check Total:</b>	88.00
<b>Check No: 10431</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00732</b>	<b>MIKE KAMANGAR</b>	
84 NORA WAY LANDSCAPE REFUND, 84 NORA			06/14/2010	5,000.00
			<b>Check Total:</b>	5,000.00
<b>Check No: 10432</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00746</b>	<b>CHARLES KING</b>	
94 TALLWOOD LANDSCAPE REFUND, 94 TALL			05/06/2010	5,000.00
			<b>Check Total:</b>	5,000.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 10433</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00765</b>	<b>L3 COMMUNICATIONS MOBILE-VIS I</b>	
0156570-IN	BUTTON.MTG,WEDGE,WINDSHI		05/20/2010	546.25
			<b>Check Total:</b>	546.25
<b>Check No: 10434</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00894</b>	<b>FRANK MERRILL</b>	
64 MOULTON	ELECTRIC REFUND, 64 MOULTO		06/11/2010	5,000.00
			<b>Check Total:</b>	5,000.00
<b>Check No: 10435</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00929</b>	<b>MUNI SERVICES LLC</b>	
ALLIGI 05/28/10Business Lic Alligiance Roofing 5/28			05/28/2010	75.00
GONZA 06/11/10Business Lic Gonzalez Gardening 6/1			06/11/2010	75.00
			<b>Check Total:</b>	150.00
<b>Check No: 10436</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00941</b>	<b>NEAL MARTIN &amp; ASSOCIATES</b>	
1052	SACRED HEART 4/1-4/30/10		04/30/2010	4,395.63
1052	PLANNING SERVICES 4/1-4/30/10		04/30/2010	15,794.08
1053	HOUSING ELEMENT 4/1-4/30/10		04/30/2010	112.88
			<b>Check Total:</b>	20,302.59
<b>Check No: 10437</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00953</b>	<b>KRISTEN NICHOLS</b>	
JUNE 2010	EMERGENCY MGMT K.NICHOL		06/01/2010	82.18
JUNE 2010	MILEAGE REIMB K.NICHOLS 5/1		06/01/2010	42.12
			<b>Check Total:</b>	124.30
<b>Check No: 10438</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00977</b>	<b>OFFICE DEPOT</b>	
521257273001	TAPE, AUDIO - COUNCIL		06/03/2010	11.96
521241468001	BINDER - COUNCIL		06/10/2010	18.95
521241468001	PAPER,TAPE, CORRECTION, DIV		06/10/2010	317.19
521241468001	PAPER, THERMAL , PEN - POST		06/10/2010	31.64
			<b>Check Total:</b>	379.74
<b>Check No: 10439</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 01037</b>	<b>PG &amp; E</b>	
5678831050	Ashfield/Town Hall		05/11/2010	387.95
5678831814	Station Lane		05/11/2010	16.41
5678831814	Station Lane		05/11/2010	98.48
7457969332-1/5	83 ASHFIELD ROAD PD 04/27-05/		05/26/2010	2,254.43
5678831814	Station Lane		05/11/2010	49.24
9531312943-9/4	93 DINKELSPIEL STATION LN 03		04/27/2010	139.30
9291302548-9/5	STATION LANE 04/27 - 05/25/10		05/26/2010	126.42
9531312943-9/5	93 DINKELSPIEL LN 04/27 - 05/25		05/26/2010	172.23
5678831192	STREET LIGHT INVENTORY PRO		05/11/2010	109.56
5678831193	STREET LIGHT INVENTORY PRO		05/11/2010	42.48
5678831194	STREET LIGHT INVENTORY PRO		05/11/2010	92.60
567883105	Signal-Middlefield/Oak Grove		05/11/2010	39.93
5678831020	Signal-Marsh/Middlefield		05/11/2010	21.57
5678831015	Signal E/S Middlefield		05/11/2010	50.94
5678831002et al	Street Lights		05/11/2010	3,855.43
5678831040	Pump 150 Watkins		05/11/2010	105.61
5678831030	Activity Bldg 150 Watkins		05/11/2010	264.67
5678831035	Modular Building 150 Watkins		05/11/2010	383.78
9166302556-6/5	ATHERTON LIBRARY 04/27 - 05/2		05/26/2010	564.47
			<b>Check Total:</b>	8,775.50
<b>Check No: 10440</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 01061</b>	<b>BRUCE POTTS</b>	
JUNE 2010	REIMB DARE SUPPLS, ENCINAL		06/01/2010	417.76
			<b>Check Total:</b>	417.76
<b>Check No: 10441</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 01097</b>	<b>R &amp; S ERECTION S.M. INC</b>	
20301	NEW TRACK POURED, NEW AN		05/20/2010	401.50

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	401.50
<b>Check No: 10442</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 01142</b>	<b>RENNE SLOAN HOLTZMAN SAKAI LLP</b>	
16946	P.D. INTERNAL INVESTIGATION		05/31/2010	2,050.00
			<b>Check Total:</b>	2,050.00
<b>Check No: 10443</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 01226</b>	<b>SAN MATEO CNTY HUMAN RESOURCE</b>	
CI10-0043	WORD 2007 INTRODUCTION M.		06/02/2010	115.00
CI10-0043	TIME MANAGEMENT L. COLLIA		06/02/2010	90.00
CI10-0043	EXCEL 2003/2007 CALCULATION		06/02/2010	120.00
CI10-0043	EXCEL 2003/2007 CALCULATION		06/02/2010	120.00
			<b>Check Total:</b>	445.00
<b>Check No: 10444</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 01313</b>	<b>SPRINT</b>	
130538811-030	MOBILE DATA COMM P.D. 4/26/1		05/29/2010	401.84
			<b>Check Total:</b>	401.84
<b>Check No: 10445</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 01353</b>	<b>TEAMSTERS UNION LOCAL 856</b>	
	PR Batch 501 6 2010 Teamsters Due		06/16/2010	401.55
	PR Batch 502 5 2010 Teamsters Due		06/16/2010	401.55
	PR Batch 501 5 2010 Teamsters Due		06/16/2010	401.55
			<b>Check Total:</b>	1,204.65
<b>Check No: 10446</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 01357</b>	<b>TEE'S PLUS</b>	
327270	Gildan Hooded Sweatshirt		05/20/2010	176.56
			<b>Check Total:</b>	176.56
<b>Check No: 10447</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 01445</b>	<b>VERIZON WIRELESS</b>	
0872592788	CELLPHONE 05/22/10 - 06/21/10		05/21/2010	45.01
0872592788	BLDG 05/22/10 - 06/21/10		05/21/2010	133.87
0872592788	PD 05/22/10 - 06/21/10		05/21/2010	517.02
0872592788	DPW ENGR 05/22/10 - 06/21/10		05/21/2010	125.10
0872592788	DPW STREET 05/22/10 - 06/21/10		05/21/2010	220.43
0872592788	DPW PARKS 05/22/10 - 06/21/10		05/21/2010	152.70
0872592788	DPW PARKS 05/22/10 - 06/21/10		05/21/2010	83.11
			<b>Check Total:</b>	1,277.24
<b>Check No: 10448</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 01453</b>	<b>VOYAGER FLEET SYSTEMS INC.</b>	
869016477005	MOTORCYCLE FUEL MAY 2010		05/24/2010	107.92
			<b>Check Total:</b>	107.92
<b>Check No: 10449</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00025</b>	<b>ACCONTEMPS</b>	
31169465	TEMP DEAN, HAZEL 5/10 - 5/14/1		05/18/2010	1,700.00
31218852	TEMP DEAN, HAZEL 5/17 - 5/21/1		05/31/2010	1,700.00
			<b>Check Total:</b>	3,400.00
<b>Check No: 10450</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00449</b>	<b>DUNBAR ARMORED INC</b>	
2714460	ARMORED CAR SERVICE MAY 2		05/01/2010	110.90
2701298	ARMORED CAR SERVICE APR 20		04/01/2010	110.90
2727770	ARMORED CAR SERVICE JUN 20		06/01/2010	110.90
2714460	MAINT FEE/FUEL SURCHARGE		05/01/2010	21.83
2701298	ARMORED CAR SERVICE APR 20		04/01/2010	15.52
2727770	ARMORED CAR SERVICE JUN 20		06/01/2010	10.28
			<b>Check Total:</b>	380.33
<b>Check No: 10452</b>	<b>Check Date: 06/17/2010</b>	<b>Vendor: 00189</b>	<b>CA EMPLOYMENT DEV DEPT (UI)</b>	
21760898	Unem Ben-Silagi 1/1-3/31/10 PD		05/21/2010	379.00
21760898	Unem Ben-Valenc 1/1-3/31/10 Park		05/21/2010	357.00
21760898	Unem Ben-Poyato 1/1-3/31/10 Park		05/21/2010	2,017.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	2,753.00
<b>Check No: 10453</b>	<b>Check Date: 06/22/2010</b>	<b>Vendor: 01371</b>	<b>MEGAN TORRES</b>	
05/22/2010	Wedding deposit refund 05/22/2010		06/22/2010	1,000.00
			<b>Check Total:</b>	1,000.00
<b>Check No: 10454</b>	<b>Check Date: 06/22/2010</b>	<b>Vendor: 00037</b>	<b>AFLAC</b>	
	PR Batch 502 4 2010 AFLAC Specif		04/21/2010	50.24
	PR Batch 502 4 2010 AFLAC-STD		04/21/2010	41.35
	PR Batch 502 4 2010 AFLAC Accide		04/21/2010	227.46
	PR Batch 502 4 2010 AFLAC Cance		04/21/2010	159.75
	PR Batch 502 4 2010 AFLAC Dental		04/21/2010	90.41
	PR Batch 502 4 2010 AFLAC Hospit		04/21/2010	76.76
	PR Batch 502 4 2010 AFLAC Intensi		04/21/2010	24.39
	PR Batch 502 4 2010 AFLAC Life Pr		04/21/2010	34.14
	PR Batch 502 4 2010 AFLAC PersDi		04/21/2010	22.29
	PR Batch 501 4 2010 AFLAC Specif		04/07/2010	50.24
	PR Batch 501 4 2010 AFLAC Accide		04/07/2010	227.46
	PR Batch 501 4 2010 AFLAC Cance		04/07/2010	159.75
	PR Batch 501 4 2010 AFLAC Dental		04/07/2010	90.41
	PR Batch 501 4 2010 AFLAC Hospit		04/07/2010	76.76
	PR Batch 501 4 2010 AFLAC Intensi		04/07/2010	24.39
	PR Batch 501 4 2010 AFLAC Life Pr		04/07/2010	34.14
	PR Batch 501 4 2010 AFLAC PersDi		04/07/2010	22.29
	PR Batch 501 5 2010 AFLAC Hospit		05/05/2010	76.76
	PR Batch 501 5 2010 AFLAC Intensi		05/05/2010	24.39
	PR Batch 501 5 2010 AFLAC Life Pr		05/05/2010	34.14
	PR Batch 501 5 2010 AFLAC PersDi		05/05/2010	22.29
	PR Batch 501 5 2010 AFLAC Accide		05/05/2010	227.46
	PR Batch 501 5 2010 AFLAC Cance		05/05/2010	159.75
	PR Batch 501 5 2010 AFLAC Dental		05/05/2010	90.41
	PR Batch 501 5 2010 AFLAC Specif		05/05/2010	50.24
	PR Batch 501 5 2010 AFLAC-STD		05/05/2010	41.35
	PR Batch 502 5 2010 AFLAC PersDi		05/19/2010	22.29
	PR Batch 502 5 2010 AFLAC Hospit		05/19/2010	76.76
	PR Batch 502 5 2010 AFLAC Intensi		05/19/2010	16.26
	PR Batch 502 5 2010 AFLAC Life Pr		05/19/2010	34.14
	PR Batch 502 5 2010 AFLAC Specif		05/19/2010	50.24
	PR Batch 502 5 2010 AFLAC-STD		05/19/2010	248.10
	PR Batch 502 5 2010 AFLAC Accide		05/19/2010	263.08
	PR Batch 502 5 2010 AFLAC Cance		05/19/2010	127.90
	PR Batch 502 5 2010 AFLAC Dental		05/19/2010	63.23
	PR Batch 507 5 2010 AFLAC Accide		05/20/2010	19.98
	PR Batch 507 5 2010 AFLAC Cance		05/20/2010	31.85
	PR Batch 507 5 2010 AFLAC Dental		05/20/2010	27.18
	PR Batch 507 5 2010 AFLAC Intensi		05/20/2010	8.13
603982	March PR#501-03-2010 - 502-03-20		04/16/2010	1,446.00
603982	Adj March PR#501-03-2010 - 502-0		04/16/2010	93.82
	PR Batch 502 4 2010 Flex Participati		04/21/2010	20.00
	PR Batch 501 4 2010 Flex Participati		04/07/2010	20.00
092139ER	Fsa Service fee, E.Wilkerson April 2		04/15/2010	5.00
141370ER	Fsa Service fee, E.Wilkerson May 20		05/17/2010	5.00
092139ER	Fsa Service fee, L.Ho April 2010		04/15/2010	5.00
141370ER	Fsa Service fee, L.Ho May 2010		05/17/2010	5.00
092139ER	Fsa Service fee, M.Colliau April 201		04/15/2010	5.00
141370ER	Fsa Service fee, M.Colliau May 2010		05/17/2010	5.00
092139ER	Fsa Service fee, M.Guerra April 2010		04/15/2010	5.00
141370ER	Fsa Service fee, M.Guerra May 2010		05/17/2010	5.00
141370ER	Fsa Service fee, T.Henderson May 20		05/17/2010	5.00
092139ER	Fsa Service fee, T.Henderson April 2		04/15/2010	5.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	4,757.98
<b>Check No: 10455</b>	<b>Check Date: 06/22/2010</b>	<b>Vendor: 01353</b>	<b>TEAMSTERS UNION LOCAL 856</b>	
	PR Batch 502 6 2010 Teamsters Due		06/16/2010	401.55
			<b>Check Total:</b>	401.55
<b>Check No: 10456</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00025</b>	<b>ACCONTEMPS</b>	
31289508	Temp Dean, Hazel 6/1/10 - 6/4/10		06/10/2010	1,360.00
31251318	Temp Dean, Hazel 5/24/10 - 5/28/10		06/03/2010	1,700.00
			<b>Check Total:</b>	3,060.00
<b>Check No: 10457</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00041</b>	<b>AGI PUBLISHING</b>	
JUN 2010	Advertising HP Park Jun 2010		06/01/2010	720.00
			<b>Check Total:</b>	720.00
<b>Check No: 10458</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00049</b>	<b>ALHAMBRA &amp; SIERRA SPRINGS</b>	
06102799391	498Water Police Dept 05/17/10 - 05/31/1		06/02/2010	223.62
			<b>Check Total:</b>	223.62
<b>Check No: 10459</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00095</b>	<b>JUDY BARKER</b>	
05/01/2010	Wedding desposit refund 05/01/2010		06/25/2010	1,000.00
			<b>Check Total:</b>	1,000.00
<b>Check No: 10460</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00096</b>	<b>SHARON N BARKER</b>	
06/28/10	Short-Term Disability Refund S.Bark		06/28/2010	207.92
			<b>Check Total:</b>	207.92
<b>Check No: 10461</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00102</b>	<b>BAY CITIES MOLD INSPECTION SER</b>	
571157	Lab Swab Sample fee 89 Ashfield Ro		05/12/2010	340.00
571157	Lab Asbestos Sample fee 89 Ashfield		05/12/2010	170.00
571157	Mold Inspection fee 89 Ashfield Roa		06/28/2010	995.00
			<b>Check Total:</b>	1,505.00
<b>Check No: 10462</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00141</b>	<b>BPS DOCUMENT SOLUTIONS</b>	
815780	Spec Book, Middlefield Encinal proj		05/28/2010	718.81
			<b>Check Total:</b>	718.81
<b>Check No: 10463</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00205</b>	<b>CAL WATER SERVICE</b>	
62126158/5-10	94 Ashfield 4/3/10 - 5/4/10		06/01/2010	45.49
91512681/5-10	91 Ashfield 4/3/10 - 5/4/10		06/01/2010	23.55
91512699/5-10	11 Station 4/3/10 - 5/4/10		06/01/2010	2.72
91512699/5-10	11 Station 4/3/10 - 5/4/10		06/01/2010	16.32
91512664/5-10	83 Ashfield 4/3/10 - 5/4/10		06/01/2010	30.86
91512699/5-10	11 Station 4/3/10 - 5/4/10		06/01/2010	8.16
62051509/5-10	Alameda/Atherton 4/3/10 - 5/4/10		06/01/2010	62.09
62061499/5-10	El Camino Real 4/3/10 - 5/4/10		06/01/2010	94.99
97947324/5-10	El Camino Real (2) 4/24/10 - 5/25/10		06/01/2010	467.85
89783897/5-10	Maple 4/3/10 - 5/4/10		06/01/2010	50.06
90069321/6-10	Station Lane 5/5/10 - 6/2/10		06/01/2010	132.97
62040688/6-10	99 Ashfield 5/5/10 - 6/2/10		06/01/2010	39.82
62051537/5-10	150 Watkins 4/24/10 - 5/25/10		06/01/2010	182.76
6051537Fire5-10	50 Watkins (Fire Protection) 5/1-5/3		06/01/2010	26.37
97127159/5-10	2 Station Lane 4/3/10 - 5/4/10		06/01/2010	38.16
			<b>Check Total:</b>	1,222.17
<b>Check No: 10464</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00257</b>	<b>CHRISTOPHER A JOSEPH &amp; ASSOC</b>	
601347	St Joseph's Traffic Study 4/1 - 4/30		05/18/2010	8,782.20
			<b>Check Total:</b>	8,782.20

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 10465</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00265</b>	<b>KEVIN CITTADINI</b>	
JUN 2010	CALBIG Lunch Meet 1/13/10 K.Citt		06/10/2010	20.00
JUN 2010	CALBIG Lunch Meet 3/10/10 K.Citt		06/10/2010	20.00
JUN 2010	CCC IAPMO Meet 3/18/10 K.Cittadi		06/10/2010	30.00
JUN 2010	CALBIG Lunch Meet 4/14/10 K.Citt		06/10/2010	20.00
JUN 2010	Bldg Code Books 6/9/10 K.Cittadini		06/10/2010	151.20
			<b>Check Total:</b>	<b>241.20</b>
<b>Check No: 10466</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00281</b>	<b>CITY OF REDWOOD CITY</b>	
BR24562	Fuel Charges Bldg 4/16 - 5/15/10		05/31/2010	48.20
BR24525	Vehicle Repair Maint PD 4/16 - 5/15		05/31/2010	5,710.13
BR24562	Fuel Charges PD 4/16 - 5/15/10		05/31/2010	3,665.86
BR24562	Fuel Charges DPW Eng 4/16 - 5/15/1		05/31/2010	28.80
BR24525	Vehicle Repair Maint PD 4/16 - 5/15		05/31/2010	1,275.05
BR24562	Fuel Charges DPW St Maint 4/16 - 5		05/31/2010	819.43
BR24562	Fuel Charges Park Maint 4/16 - 5/15/		05/31/2010	167.77
			<b>Check Total:</b>	<b>11,715.24</b>
<b>Check No: 10467</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00289</b>	<b>CLARK PEST CONTROL</b>	
9773960	150 Watkin Ave Weed Control Svc		05/31/2010	855.00
9825574	Pest Control Library May 2010		05/31/2010	95.00
			<b>Check Total:</b>	<b>950.00</b>
<b>Check No: 10468</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00293</b>	<b>CLEAN SOURCE</b>	
1001691-00	Tissue, Towel Roll Kitchen, Cover S		05/18/2010	1,048.77
1001415-00	Wood Taper, Towel, Big Meter, Clea		05/18/2010	444.96
			<b>Check Total:</b>	<b>1,493.73</b>
<b>Check No: 10469</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00341</b>	<b>CONTRACT SWEEPING SERVICES</b>	
INV100000485	Sweep per Contract, May 2010		05/28/2010	992.70
			<b>Check Total:</b>	<b>992.70</b>
<b>Check No: 10470</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00350</b>	<b>DANIEL R COUGHLIN</b>	
06/28/10	Shoert-Term Disability Refund D.Co		06/28/2010	461.04
			<b>Check Total:</b>	<b>461.04</b>
<b>Check No: 10471</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00377</b>	<b>CSG CONSULTANTS INC</b>	
018260	69-75 Catalpa Lot Adj 5/01/10 - 5/28		06/08/2010	227.50
B100096	Menlo Park Plan Check 5/1 - 5/31/10		06/01/2010	495.00
018357	Sr Code Enforcement 5/01/10 - 5/28/		06/08/2010	4,199.65
			<b>Check Total:</b>	<b>4,922.15</b>
<b>Check No: 10472</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00384</b>	<b>CUTWATER INVESTOR SERVICES COR</b>	
13283A	Invest Advisory Svc 05/01/10 - 05/31		06/15/2010	1,000.00
			<b>Check Total:</b>	<b>1,000.00</b>
<b>Check No: 10473</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00427</b>	<b>DMS FACILITY SERVICES, INC</b>	
RC-D062264	Janit Svc Town Hall/PD Jun 2010		06/01/2010	650.24
RC-D062264	Janit Svc Police Modular Office Jun		06/01/2010	115.70
RC-D062264	Janit Svc Public Works Modular Jun		06/01/2010	121.41
RC-D062264	Janit Svc Addition Modular Jun 2010		06/01/2010	154.01
RC-D062264	Janit Svc 99 Station Ln Atherton Jun		06/01/2010	203.70
RC-D062264	Janit Svc Atherton Library Jun 2010		06/01/2010	470.10
			<b>Check Total:</b>	<b>1,715.16</b>
<b>Check No: 10474</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00465</b>	<b>EMBARCADERO PUBLISHING CO</b>	
03/01/10	Town center task force 3/01/10 - 3/3		03/31/2010	656.00
03/01/10	Garden 3/01/10 - 3/31/10		03/31/2010	2,088.00
05/01/10	Bids Holbrook HP Park 5/01/10 - 5/3		05/31/2010	928.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
03/01/10	Fletcher 3/01/10 - 3/31/10		03/31/2010	1,392.00
			<b>Check Total:</b>	5,064.00
<b>Check No: 10475</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00478</b>	<b>LOIS M ENGLISH</b>	
06/28/10	Short-Term Disability Refund L.Engl		06/28/2010	1,112.18
			<b>Check Total:</b>	1,112.18
<b>Check No: 10476</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00501</b>	<b>FIRST CHOICE SERVICES</b>	
292831	Coffee Building		06/01/2010	44.35
292834	Coffee DPW Maintenance		06/01/2010	22.71
			<b>Check Total:</b>	67.06
<b>Check No: 10477</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00546</b>	<b>GOLOBIC CONSTRUCTION</b>	
57 MOULTON	Utility refund, 57 Moulton		06/11/2010	5,000.00
			<b>Check Total:</b>	5,000.00
<b>Check No: 10478</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00611</b>	<b>MICHAEL HOOD</b>	
06/28/10	Short-Term Disabilty M.Hood		06/28/2010	659.92
			<b>Check Total:</b>	659.92
<b>Check No: 10479</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00617</b>	<b>HORIZON DISTRIBUTORS, INC.</b>	
1N009476	Sch40 SS Coup, Blue Glue, Sch40 P		05/20/2010	60.70
1N007647	Gv-075 Gard Valv, Turfgro TG33DK		05/07/2010	115.63
1N010918	NOZZ 15' Toro, Plast Riser		06/02/2010	343.23
1N011611	Red Blushing, Hunter with Plast Rise		06/07/2010	143.45
1N008592	Sch40 Nested Coup, Sch40 Pvc Pipe		05/13/2010	29.28
			<b>Check Total:</b>	692.29
<b>Check No: 10480</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00645</b>	<b>IDEAL RV AND TRAILER SUPPLY</b>	
26273	Propane Outdoor Heaters HP Park		06/07/2010	103.35
			<b>Check Total:</b>	103.35
<b>Check No: 10481</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00678</b>	<b>INTERNAL REVENUE SERVICE</b>	
FORM941-20071	Balance due Form 941 Qtr 12/31/07		06/14/2010	67.61
			<b>Check Total:</b>	67.61
<b>Check No: 10482</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00681</b>	<b>INTERSTATE TRAFFIC CONTROL</b>	
128877	Temp Sign HP Park		05/25/2010	34.41
			<b>Check Total:</b>	34.41
<b>Check No: 10483</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00689</b>	<b>IWORQ SYSTEMS, INC</b>	
3295	Iworq Internet Pavement Mgmt Jun 2		05/18/2010	75.00
			<b>Check Total:</b>	75.00
<b>Check No: 10484</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00702</b>	<b>JR.LEAGUE OF PALO ALTO</b>	
12/3/2010	Wedding deposit refund 12/3,12/4,12		06/23/2010	500.00
			<b>Check Total:</b>	500.00
<b>Check No: 10485</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00703</b>	<b>JEFF BRODY</b>	
210 PARK LN	Road refund, 210 Park Ln P#APW10		06/11/2010	2,500.00
			<b>Check Total:</b>	2,500.00
<b>Check No: 10486</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00708</b>	<b>JACEK ROSICKI</b>	
49 ROSEWOOD	Road refund, 49 Rosewood P#APW1		06/11/2010	2,500.00
			<b>Check Total:</b>	2,500.00
<b>Check No: 10487</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00731</b>	<b>K.C PAVING INC</b>	
1129 JAMES AV	Road Bond, 1129 James P#APW10-0		05/25/2010	2,500.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	2,500.00
<b>Check No: 10488</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00734</b>	<b>LINDA K KELLY</b>	
06/28/10	Short- Term Disability L.Kelly		06/28/2010	526.40
			<b>Check Total:</b>	526.40
<b>Check No: 10489</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00737</b>	<b>KIKUCHI &amp; ASSOCIATES, INC</b>	
MAY 2010	Constr./Obsrv HP Park Irrig 3/1-5/31		06/28/2010	3,350.00
			<b>Check Total:</b>	3,350.00
<b>Check No: 10490</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00741</b>	<b>KIMLEY-HORN &amp; ASSOC INC</b>	
4162369	Traffic Studies (Fair Oaks/Val) Apr		04/30/2010	6,580.70
4118113	Speed Study - Traffic Engineer Apr 2		04/30/2010	1,400.00
4155547	Traffic Engineering Design Svs Apr		04/30/2010	2,220.00
			<b>Check Total:</b>	10,200.70
<b>Check No: 10491</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00758</b>	<b>BILL KWOK</b>	
06/12/2010	Wedding deposit refund 06/12/2010		06/23/2010	1,000.00
			<b>Check Total:</b>	1,000.00
<b>Check No: 10492</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00795</b>	<b>LINDSTROM CO., INC</b>	
1121 BAYSWATER	Rad Bond 1121 Bayswater P#APW		05/25/2010	2,500.00
			<b>Check Total:</b>	2,500.00
<b>Check No: 10493</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00801</b>	<b>LYNGSO GARDEN MATERIALS, INC</b>	
793403	Treated Wood Chips, 55 Yards Direc		04/28/2010	1,628.92
			<b>Check Total:</b>	1,628.92
<b>Check No: 10494</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00842</b>	<b>DEBBIE MARTINEZ</b>	
JUN 2010	CRW Train 4/28, 4/29, 4/30 D.Marti		06/11/2010	150.00
			<b>Check Total:</b>	150.00
<b>Check No: 10495</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00857</b>	<b>MAZE &amp; ASSOCIATES</b>	
24891	Jun 2010 Town Audit and Related re		06/09/2010	3,000.00
			<b>Check Total:</b>	3,000.00
<b>Check No: 10496</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00868</b>	<b>DENNIS MCDONNELL</b>	
061-103-110	Refund FY 07, 08, 09 wrong assesme		06/25/2010	1,125.00
			<b>Check Total:</b>	1,125.00
<b>Check No: 10497</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00869</b>	<b>MCDONOUGH HOLLAND &amp; ALLEN PC</b>	
223136	Planning deposits Sacred Heart Apr 2		05/28/2010	2,128.36
223398	Planning deposits Sacred Heart May		06/15/2010	613.60
223136	Planning April 2010		05/28/2010	1,747.20
223398	Planning May 2010		06/15/2010	234.00
223136	Building April 2010		05/28/2010	28.60
223398	DPW May 2010		06/15/2010	286.00
223136	Monthly retainer April 2010		05/28/2010	11,000.00
223136	Other Legal April 2010		05/28/2010	18,355.65
223398	Monthly retainer May 2010		06/15/2010	11,000.00
223398	Other Legal May 2010		06/15/2010	12,980.84
			<b>Check Total:</b>	58,374.25
<b>Check No: 10498</b>	<b>Check Date: 06/28/2010</b>	<b>Vendor: 00892</b>	<b>LIYAN MIAO</b>	
05/29/2010	Wedding deposit refund 05/29/10		06/23/2010	1,000.00
			<b>Check Total:</b>	1,000.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No:</b> 10499 61774	<b>Check Date:</b> 06/28/2010 Changed Oil, Air Filter, 07 Honda S	<b>Vendor:</b> 00921	<b>THE MOTOR CAFE</b> 06/15/2010	401.46
			<b>Check Total:</b>	401.46
<b>Check No:</b> 10500 T&C ROOFING Business Lic T&C Roofing Inc 06/18 ANGEL CUEVA Business Lic Angel Cuevas 06/22/20	<b>Check Date:</b> 06/28/2010	<b>Vendor:</b> 00929	<b>MUNI SERVICES LLC</b> 06/18/2010 06/22/2010	75.00 250.00
			<b>Check Total:</b>	325.00
<b>Check No:</b> 10501 6/28/10	<b>Check Date:</b> 06/28/2010 Short-Term Disability R.Nair	<b>Vendor:</b> 00930	<b>RAJANI NAIR</b> 06/28/2010	379.68
			<b>Check Total:</b>	379.68
<b>Check No:</b> 10502 12007	<b>Check Date:</b> 06/28/2010 Repair Damaged Chain Link Fence	<b>Vendor:</b> 00965	<b>NORTHERN CA FENCE</b> 04/29/2010	325.00
			<b>Check Total:</b>	325.00
<b>Check No:</b> 10503 522693589001 522799460001 520317359001	<b>Check Date:</b> 06/28/2010 UPS, Battery Backup UPS, Battery Backup Cash Receipt Book 162354	<b>Vendor:</b> 00977	<b>OFFICE DEPOT</b> 06/17/2010 06/17/2010 05/25/2010	97.22 97.22 5.70
			<b>Check Total:</b>	200.14
<b>Check No:</b> 10504 718 OAK GROVE	<b>Check Date:</b> 06/28/2010 Recycling Refund, 718 Oak BP08-00	<b>Vendor:</b> 01001	<b>PACIFIC PENINSULA GROUP</b> 06/14/2010	1,000.00
			<b>Check Total:</b>	1,000.00
<b>Check No:</b> 10505 JUN 2010 JUN 2010	<b>Check Date:</b> 06/28/2010 Crime Preven Des S.Pardola 5/24-5/2 Crime Preven Des S.Pardola 5/24-5/2	<b>Vendor:</b> 01013	<b>SIMONE PARDORLA</b> 06/08/2010 06/08/2010	53.05 142.65
			<b>Check Total:</b>	195.70
<b>Check No:</b> 10506 06/28/10	<b>Check Date:</b> 06/28/2010 Short-Term Disability Refund P.Pierce	<b>Vendor:</b> 01022	<b>PAULA LEE PIERCE</b> 06/28/2010	1,175.20
			<b>Check Total:</b>	1,175.20
<b>Check No:</b> 10507 53110 53111 53581	<b>Check Date:</b> 06/28/2010 Body Armor Level IIIA Body Armor Level IIIA MK-3 Pepper Spray	<b>Vendor:</b> 01025	<b>PENINSULA UNIFORMS &amp; EQUIPMENT</b> 05/01/2010 05/01/2010 05/17/2010	710.07 710.07 39.22
			<b>Check Total:</b>	1,459.36
<b>Check No:</b> 10508 3457969588-2/5	<b>Check Date:</b> 06/28/2010 Signal El Camino Atherton 04/27-05/	<b>Vendor:</b> 01037	<b>PG &amp; E</b> 05/25/2010	42.03
			<b>Check Total:</b>	42.03
<b>Check No:</b> 10510 144338	<b>Check Date:</b> 06/28/2010 Marsy's Card and Resources	<b>Vendor:</b> 01066	<b>ELAINE LEE</b> 03/09/2010	175.60
			<b>Check Total:</b>	175.60
<b>Check No:</b> 10511 06/28/10	<b>Check Date:</b> 06/28/2010 Short-Term Disability W.Protzman	<b>Vendor:</b> 01079	<b>WENDE' CLARK PROTZMAN</b> 06/28/2010	397.76
			<b>Check Total:</b>	397.76
<b>Check No:</b> 10512 2303016606	<b>Check Date:</b> 06/28/2010 Contract Services for 04/30/10 - 5/1	<b>Vendor:</b> 01113	<b>RECALL SECURE DESTRUCTION SERV</b> 05/22/2010	89.48
			<b>Check Total:</b>	89.48

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No:</b> 10513 1004534	<b>Check Date:</b> 06/28/2010 Traffic Signal Maintenance Apr 2010	<b>Vendor:</b> 01145	<b>REPUBLIC ITS</b> 05/11/2010	314.01
			<b>Check Total:</b>	314.01
<b>Check No:</b> 10514 06/28/10	<b>Check Date:</b> 06/28/2010 Short-Term Disability Refund J.Robi	<b>Vendor:</b> 01150	<b>JAMES H ROBINSON</b> 06/28/2010	913.04
			<b>Check Total:</b>	913.04
<b>Check No:</b> 10515 Bus Lic 282 PARBusiness lic fee, 282 Park Ln BP08-0 Rd Impa 282 PARRoad Impac fee, 282 Park Ln BP08-0	<b>Check Date:</b> 06/28/2010	<b>Vendor:</b> 01156	<b>ROGERS FAMILY TRUST</b> 06/14/2010 06/14/2010	8,420.40 16,606.90
			<b>Check Total:</b>	25,027.30
<b>Check No:</b> 10516 06/28/10	<b>Check Date:</b> 06/28/2010 Short-Term Disability Refund K.Sale	<b>Vendor:</b> 01175	<b>KATHARINE M SALERA</b> 06/28/2010	262.16
			<b>Check Total:</b>	262.16
<b>Check No:</b> 10517 97363K	<b>Check Date:</b> 06/28/2010 2010 Ford Crown Victoria Police Int	<b>Vendor:</b> 01185	<b>SAN FRANCISCO FORD LINCOLN MER</b> 05/19/2010	25,094.00
			<b>Check Total:</b>	25,094.00
<b>Check No:</b> 10518 1YAT11005	<b>Check Date:</b> 06/28/2010 Microwave MessageSwitch May 201	<b>Vendor:</b> 01193	<b>SAN MATEO CNTY INFO SERV DEPT</b> 06/08/2010	1,313.42
			<b>Check Total:</b>	1,313.42
<b>Check No:</b> 10519 MAY 2010	<b>Check Date:</b> 06/28/2010 Chaplaincy May 2010	<b>Vendor:</b> 01205	<b>SAN MATEO CNTY CHAPLAINCY</b> 05/31/2010	250.00
			<b>Check Total:</b>	250.00
<b>Check No:</b> 10520 18908	<b>Check Date:</b> 06/28/2010 San Mateo Regional Fee Jun 2010	<b>Vendor:</b> 01257	<b>SAN MATEO REGIONAL NETWORK INC</b> 06/10/2010	385.00
			<b>Check Total:</b>	385.00
<b>Check No:</b> 10521 95018617	<b>Check Date:</b> 06/28/2010 Rent PD Modular 05/29/10 - 06/28/1	<b>Vendor:</b> 01273	<b>WILLIAMS SCOTSMAN, INC</b> 05/29/2010	724.97
			<b>Check Total:</b>	724.97
<b>Check No:</b> 10522 AR282441 AR274934	<b>Check Date:</b> 06/28/2010 Contract Overage Charge 5/16-6/15/1 Contract Overage Charge 4/12-5/11/1	<b>Vendor:</b> 01289	<b>SHARP ELECTRONICS CORPORATION</b> 06/11/2010 05/11/2010	199.20 240.12
			<b>Check Total:</b>	439.32
<b>Check No:</b> 10523 05/02/2010	<b>Check Date:</b> 06/28/2010 Wedding deposit refund 05/02/2010	<b>Vendor:</b> 01292	<b>KATHLEEN SILBER</b> 06/25/2010	500.00
			<b>Check Total:</b>	500.00
<b>Check No:</b> 10524 06/28/10	<b>Check Date:</b> 06/28/2010 Short-Term Disability E.Taleghani	<b>Vendor:</b> 01347	<b>ESMAIL TALEGHANI</b> 06/28/2010	551.44
			<b>Check Total:</b>	551.44
<b>Check No:</b> 10525 40708	<b>Check Date:</b> 06/28/2010 Mgmt, Maint Comm Center Station J	<b>Vendor:</b> 01361	<b>TELECOMMUNICATIONS ENGINEERING</b> 06/10/2010	934.00
			<b>Check Total:</b>	934.00
<b>Check No:</b> 10526 16677	<b>Check Date:</b> 06/28/2010 Citation Processing May 2010	<b>Vendor:</b> 01401	<b>TURBO DATA SYSTEMS INC</b> 05/31/2010	111.25
			<b>Check Total:</b>	111.25

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 10527</b> 06/18/10	<b>Check Date: 06/28/2010</b> Summer Athertanian Newsletter	<b>Vendor: 01437</b> USPS	06/18/2010	400.00
			<b>Check Total:</b>	400.00
<b>Check No: 10528</b> T7983	<b>Check Date: 06/28/2010</b> K-9 Training -Lotty and Rex May 20	<b>Vendor: 01477</b> WITMER-TYSON IMPORTS INC	06/04/2010	696.28
			<b>Check Total:</b>	696.28
<b>Check No: 10529</b> 95 ATHERTON	<b>Check Date: 06/28/2010</b> Plan refund, 95 Atherton P#IRB10-0	<b>Vendor: 01483</b> JACQUELINE YAHN	05/27/2010	314.00
			<b>Check Total:</b>	314.00
<b>Check No: 10530</b> 06/28/10	<b>Check Date: 06/28/2010</b> Short-Term Disability Refund J.John	<b>Vendor: 0726</b> JOHN P JOHNS	06/28/2010	949.20
			<b>Check Total:</b>	949.20
<b>Check No: 10531</b> 06/28/10	<b>Check Date: 06/28/2010</b> Short-Term Disability Refund G.Niel	<b>Vendor: 00946</b> GLENN NIELSEN	06/28/2010	156.75
			<b>Check Total:</b>	156.75
<b>Check No: 10532</b> 316220	<b>Check Date: 06/29/2010</b> Red Ink Cartridge DM500/550	<b>Vendor: 01045</b> PITNEY BOWES INC	05/28/2010	95.64
			<b>Check Total:</b>	95.64
<b>Check No: 10533</b> 38852315	<b>Check Date: 06/29/2010</b> Postage Meter Refill/Trans fee	<b>Vendor: 01089</b> PURCHASE POWER	06/03/2010	1,018.99
			<b>Check Total:</b>	1,018.99
<b>Check No: 10534</b> 36 RALSTON RD	<b>Check Date: 06/30/2010</b> Initial Refund, 36 Ralston P#HTR10- 36 RALSTON RD Minim fee Rfnd, 36 Ralston P#HTR1	<b>Vendor: 01106</b> 36 RALSTON LLC	06/28/2010 06/28/2010	2,000.00 2,224.00
			<b>Check Total:</b>	4,224.00
<b>Check No: 10535</b> 527649 527903	<b>Check Date: 06/30/2010</b> Chain Saw charge Upholstery Cleaner for chairs Pavili	<b>Vendor: 00013</b> A-A-A RENTALS INC	06/02/2010 06/08/2010	32.80 115.42
			<b>Check Total:</b>	148.22
<b>Check No: 10536</b> 31364277 31326970	<b>Check Date: 06/30/2010</b> Temp Dean, Hazel 06/14/10 - 06/18/ Temp Dean, Hazel 06/07/10 - 06/11/	<b>Vendor: 00025</b> ACCONTEMPPS	06/24/2010 06/17/2010	1,700.00 1,700.00
			<b>Check Total:</b>	3,400.00
<b>Check No: 10537</b> 000001439637 000001416021 000001415373 000001416016 000001416013 000001400189 000001416012 000001416017 000001416015 000001416018 000001416019 000001416020 000001418612 000001416014 000001416011	<b>Check Date: 06/30/2010</b> 251-1053 05/20/10 - 06/19/10 688-6500 5/10/10 - 6/9/10 330-0686 Dinkelspiel Alarm 5/10-6/9 323-6452 Voice Print 911 5/10-6/9/1 323-1802 Police Dept 5/10-6/9/10 324-5396 PD ESL Svc Line 5/1-5/31 323-1801 Police Dept 5/10/10 - 6/9/1 323-7653 Police Fax Svc Line 5/10-6 323-6131 Emergency Line 5/10-6/9/ 326-2801 Police Trailer 5/10-6/9/10 323-1014 PD Fax Admin 5/10-6/9/10 473-9743 Direct Fax line 5/10-6/9/10 462-1470 Dinkelspiel pay ph 5/10-6/ 323-3612 Teleminder Loop lin 5/10- 101-4041 Analog Line PD 5/10-6/9/1	<b>Vendor: 00077</b> AT&T CALNET 2	06/20/2010 06/10/2010 06/10/2010 06/10/2010 06/10/2010 06/01/2010 06/10/2010 06/10/2010 06/10/2010 06/10/2010 06/10/2010 06/10/2010 06/11/2010 06/10/2010 06/10/2010	84.15 855.67 15.79 15.82 44.32 167.62 14.49 29.48 314.03 155.43 30.23 16.34 22.99 30.47 30.23

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
000001388623	566-0280 Disaster Line 4/27/10-5/26		05/27/2010	213.05
000001388622	289-9297 Alarm Line PD 4/27-5/26/		05/27/2010	15.79
000001421681	326-1167 Teleminder Line 5/13-6/12		06/13/2010	16.05
000001439641	271-7360 Circuit Line 5/20-6/19/10		06/20/2010	11.28
000001439638	281-1953 5/20/10 - 6/19/10		06/20/2010	97.02
<b>Check Total:</b>				<b>2,180.25</b>
<b>Check No: 10538</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00141</b>	<b>BPS DOCUMENT SOLUTIONS</b>	
818205	Spec Book Double Sided, Draw Stree		06/10/2010	504.13
<b>Check Total:</b>				<b>504.13</b>
<b>Check No: 10539</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00169</b>	<b>CA BUILDING STANDARDS COMMISSI</b>	
JAN-MAR 2010	Building Standard fee 1/1/10 - 3/31/		04/15/2010	852.30
<b>Check Total:</b>				<b>852.30</b>
<b>Check No: 10540</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00227</b>	<b>CAPITOL ADVOCATES, INCORPORATE</b>	
JUN 2010	Consulting Service HSR 05/19/10-06		07/01/2010	8,151.25
<b>Check Total:</b>				<b>8,151.25</b>
<b>Check No: 10541</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00289</b>	<b>CLARK PEST CONTROL</b>	
10160301	Weed Control HP Street Maint May		05/06/2010	1,970.00
9876690	Weed Control HP Park May 2010		05/29/2010	855.00
<b>Check Total:</b>				<b>2,825.00</b>
<b>Check No: 10542</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00294</b>	<b>CLEAR EDGE POWER</b>	
393 ATHERTON	Review Refund, 393 Atherton P#10-		06/29/2010	157.00
<b>Check Total:</b>				<b>157.00</b>
<b>Check No: 10543</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00321</b>	<b>COMMERCIAL ENVIRONMENT LANDSCA</b>	
2961-0510	Irrg. tech - ECR and Twn Centr		05/28/2010	3,082.50
2961-0510	Irrg. tech - Park landscape		05/28/2010	3,082.50
<b>Check Total:</b>				<b>6,165.00</b>
<b>Check No: 10544</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00453</b>	<b>DONALD DUNPHY</b>	
JUN 2010	Meal reimb Superv cour 6/7-6/18/10		06/28/2010	87.55
<b>Check Total:</b>				<b>87.55</b>
<b>Check No: 10545</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00461</b>	<b>ELLISON'S TOWING</b>	
28005	Tow of K-9 Vehicle to Corp Yard		06/21/2010	85.00
<b>Check Total:</b>				<b>85.00</b>
<b>Check No: 10546</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00493</b>	<b>FEDERAL EXPRESS CORP</b>	
7-097-95619	Express Shipping, Redgwick Const		05/21/2010	23.70
7-097-95619	Express Shipping, Ghilotte Cons		05/21/2010	22.36
7-097-95619	Express Shipping, Interstate G&P		06/18/2010	22.68
7-097-95619	Express Shipping, Granite Rock/Pave		06/18/2010	45.35
7-097-95619	Express Shipping, O'Grading Paving		06/18/2010	22.68
7-097-95619	Express Shipping, Redgwick Const		06/18/2010	22.68
7-097-95619	Express Shipping, Gallacher & Burk		06/18/2010	22.68
<b>Check Total:</b>				<b>182.13</b>
<b>Check No: 10547</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00501</b>	<b>FIRST CHOICE SERVICES</b>	
299049	Coffee Admin		06/25/2010	31.08
299050	Coffee Building		06/25/2010	60.83
299051	Coffee Police Department		06/25/2010	43.50
<b>Check Total:</b>				<b>135.41</b>
<b>Check No: 10548</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00521</b>	<b>GARCIA WELL &amp; PUMP CO</b>	
W-21259	Repair the water well pump system		06/14/2010	1,865.64

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	1,865.64
<b>Check No: 10549</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00590</b>	<b>HEWLETT-PACKARD COMPANY</b>	
47702717	ProCurve 1400-8G Switch		05/28/2010	999.85
47752990	Microsoft Office 2007 SBE MLK		06/08/2010	272.03
47806508	Smart Choice 6000 20 Inch LCD Mo		06/17/2010	899.83
47702717	ProCurve 2810-8G Switch		05/28/2010	473.66
47683446	ProCurve 2810-48G Switch		05/25/2010	131.64
47683446	ProCurve 1400-24G Switch		05/25/2010	1,031.80
47683446	HP ProCurve Gigabit-SX-LC Mini-G		05/25/2010	335.98
47683446	ProCurve 1400-8G Switch		05/25/2010	55.31
47739398	ProCurve 2810-48G Switch		06/04/2010	1,522.14
			<b>Check Total:</b>	5,722.24
<b>Check No: 10550</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00609</b>	<b>HOME DEPOT CREDIT SERVICES</b>	
154184	Asphalt Nails		05/20/2010	22.79
6148330	20'Rebar 3/8		05/24/2010	13.01
			<b>Check Total:</b>	35.80
<b>Check No: 10551</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00617</b>	<b>HORIZON DISTRIBUTORS, INC.</b>	
1N013714	Irritrol, Elec 700 Valv WFC		06/21/2010	97.47
1N012057	Irritrol, Universal Rotor Tool		06/09/2010	154.79
1N013686	Handle Fiberglass, Rect Grn Wlid		06/21/2010	65.74
			<b>Check Total:</b>	318.00
<b>Check No: 10552</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00657</b>	<b>IMPAC. GOVERNMENT SERVICES</b>	
4832/06-22-10	Battery part for Council Chambers		06/22/2010	25.05
4832/06-22-10	Risk Mgmt conf Eileen, Tahoe 9/7-9/		06/22/2010	300.00
4832/06-22-10	Lodging Risk Mgmt conf Eileen 9/7-		06/22/2010	169.88
4832/06-22-10	Credit Fred Pryor Cust Svc class.M.B		06/22/2010	-179.00
4832/06-22-10	Battery part for Eileen Wilkerson		06/22/2010	25.05
7190/06-22-10	Fin Implicat of Two Tier retirement		06/22/2010	15.00
7190/06-22-10	San Mateo County Econ Analysis L.		06/22/2010	75.00
5408/06-22-10	File drawer repair parts - Finance D		06/22/2010	123.08
4324/06-22-10	Constant Contact City Website		06/22/2010	30.00
5432/06-22-10	Entersect		06/22/2010	88.95
5432/06-22-10	Niteline Call - Repair		06/22/2010	320.00
5465/06-22-10	Alarm monthly subscription		06/22/2010	19.95
5465/06-22-10	Credit from last month bill IAPE		06/22/2010	-14.95
5432/06-22-10	Monthly subscrip - May 2010 crime		06/22/2010	99.00
5432/06-22-10	Monthly subscrip - Jun 2010 crime R		06/22/2010	99.00
5432/06-22-10	Class fee Public Safety Train - T.Ma		06/22/2010	105.00
0596/06-22-10	HP Toner, Brother Toner		06/22/2010	152.93
5432/06-22-10	Computer bag		06/22/2010	9.28
5465/06-22-10	Ink for TRAK printer Dispatch		06/22/2010	121.88
5432/06-22-10	K-9 Remote		06/22/2010	239.95
5465/06-22-10	USB hub for S.Pardola Computer		06/22/2010	21.84
0596/06-22-10	CCW Shoot, Luncheon, Weapon per		06/22/2010	123.34
0612/06-22-10	Coffee for Comm Mgner Assoc Meet		06/22/2010	24.00
5432/06-22-10	Staff Meeting breakfast items		06/22/2010	12.49
5465/06-22-10	Coffee for PD		06/22/2010	201.00
5465/06-22-10	PD Supplies, toner, papertowels, pap		06/22/2010	648.28
5465/06-22-10	June 8th IAP detail breakfast		06/22/2010	71.75
7555/06-22-10	Batteries for PD Radio		06/22/2010	160.00
5465/06-22-10	Batteries for PD radios		06/22/2010	276.74
5465/06-22-10	Power flares		06/22/2010	554.25
5408/06-22-10	Chainsaw repair parts		06/22/2010	95.46
5408/06-22-10	Holbrook Lane sign - custom		06/22/2010	78.66
5408/06-22-10	HP Park Internet service		06/22/2010	60.00
5408/06-22-10	Credit payment reversal Disputed Ch		06/22/2010	-45.75

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
4954/06-22-10	Pod Rental June 2010		06/22/2010	382.38
5408/06-22-10	Materials PD Fence repair		06/22/2010	44.05
7555/06-22-10	Fiber Optic Adapters		06/22/2010	47.96
7555/06-22-10	Fiber Optic Patch Cable		06/22/2010	31.84
7555/06-22-10	Fiber Optic Patch Cable		06/22/2010	31.84
7555/06-22-10	MiniGBIC Adapter for Swtich		06/22/2010	266.27
<b>Check Total:</b>				<b>4,911.45</b>
<b>Check No: 10553</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00673</b>	<b>INTERMOUNTAIN ELECTRIC CO</b>	
032086	Repair streetlight circuit at 165 Ja		06/17/2010	460.00
032087	Replace streetlight at 49 Heather		06/17/2010	395.00
<b>Check Total:</b>				<b>855.00</b>
<b>Check No: 10554</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00733</b>	<b>THE KELLER CENTER</b>	
CFIS100FY09/10Ann Contri FY 09/10 Forensic Interv			06/30/2010	1,200.00
<b>Check Total:</b>				<b>1,200.00</b>
<b>Check No: 10555</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00741</b>	<b>KIMLEY-HORN &amp; ASSOC INC</b>	
4174627	Traffic Studies (Fair Oaks/Val) May		05/31/2010	2,536.99
4174625	Fair Oaks Lane Traffic Study		05/31/2010	1,318.91
<b>Check Total:</b>				<b>3,855.90</b>
<b>Check No: 10556</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00798</b>	<b>TIM LYNCH</b>	
JUN 2010	Meal Bkgrnd Inves Cour T.Marks 6/1		06/28/2010	44.22
JUN 2010	Bkgrnd Inves Cour T.Marks 6/14-6/1		06/28/2010	85.00
<b>Check Total:</b>				<b>129.22</b>
<b>Check No: 10557</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00833</b>	<b>TIM MARKS</b>	
JUN 2010	Meal Field Train Offic cour 6/21-6/2		06/29/2010	56.88
JUN 2010	Field Train Officer course 6/21-6/25		06/29/2010	66.50
<b>Check Total:</b>				<b>123.38</b>
<b>Check No: 10558</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00893</b>	<b>JOSEPH MERCER</b>	
MERCER/04-01-Apr to Jun Plan 2010 Retiree Health			04/01/2010	241.14
<b>Check Total:</b>				<b>241.14</b>
<b>Check No: 10559</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00929</b>	<b>MUNI SERVICES LLC</b>	
GD MASONRY Business Lic GD Masonry Inc 06/28/			06/28/2010	50.00
ANTIQUUE PAINTING Business Lic Antique Painting 06/30/			06/30/2010	75.00
<b>Check Total:</b>				<b>125.00</b>
<b>Check No: 10560</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00941</b>	<b>NEAL MARTIN &amp; ASSOCIATES</b>	
1058	Sacred Heart 05/01/10 - 05/31/10		05/31/2010	947.13
1058	Planning Services 05/01/10 - 05/31/1		05/31/2010	13,281.31
1059	Housing Element 05/01/10 - 05/31/1		05/31/2010	338.63
<b>Check Total:</b>				<b>14,567.07</b>
<b>Check No: 10561</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00973</b>	<b>OCCASIONS ETC</b>	
21196	Bamboo marble plate, Engrave Logo		06/23/2010	547.34
<b>Check Total:</b>				<b>547.34</b>
<b>Check No: 10562</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 00993</b>	<b>ORCHARD SUPPLY HARDWARE</b>	
1359/MAY 2010	Traffic Contor batteries DPW Street		05/25/2010	22.64
1359/MAY 2010	Marking Paint Oran DPW Street Mai		05/25/2010	4.36
1359/MAY 2010	Water Street trees DPW Street Maint		05/25/2010	52.40
1359/MAY 2010	Hacksaw frame, lag screws DPW Par		05/25/2010	36.65
1359/MAY 2010	Scotchgard pavilion green chairs DP		05/25/2010	102.54
1359/MAY 2010	Sqaure Spray DPW Park program		05/25/2010	33.15
1359/MAY 2010	Watering Can DPW Park program		05/25/2010	17.46

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
1359/MAY 2010	Flowers for wedding area DPW Park		05/25/2010	71.65
1359/MAY 2010	Clip Holder, Storage, tape DPW Park		05/25/2010	33.94
1359/MAY 2010	Clean soil carpet DPW bldg Maint		05/25/2010	52.72
1359/MAY 2010	Window soundproofing DPW Bldg		05/25/2010	41.92
1359/MAY 2010	Kick plate,oil for power washer DPW		05/25/2010	21.72
<b>Check Total:</b>				<b>491.15</b>
<b>Check No: 10563</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01025</b>	<b>PENINSULA UNIFORMS &amp; EQUIPMENT</b>	
54383	Raid Jersey, Back, Chest Patch M.Gu		06/11/2010	369.81
<b>Check Total:</b>				<b>369.81</b>
<b>Check No: 10564</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01029</b>	<b>PETTY CASH</b>	
JUN 2010	Replace look for camera Equipment		06/28/2010	15.25
JUN 2010	Redwood City Elks Dinner J.Frew		06/28/2010	10.00
JUN 2010	Redwood City Elks Dinner G.Nielsen		06/28/2010	10.00
JUN 2010	Bridge toll Case 10-280		06/28/2010	4.00
<b>Check Total:</b>				<b>39.25</b>
<b>Check No: 10565</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01037</b>	<b>PG &amp; E</b>	
5678831050/5-10	Ashfield/Town Hall 4/27 - 5/26/10		06/11/2010	441.36
7457969332-1/6	83 Ashfield Road PD 5/27/10 - 06/24		06/24/2010	2,402.23
5678831025/5-10	Signal-Middlefield/Oak Grov 4/28-5/		06/11/2010	39.65
5678831015/5-10	Signal E/S Middlefield 4/28 - 5/26/1		06/11/2010	50.80
5678831020/5-10	Signal-Marsh/Middlefield 4/28 - 5/26		06/11/2010	21.57
5678831002	et al .Street Lights 5/4 - 6/2/10		06/11/2010	4,108.14
5678831040/5-10	Pump 150 Watkins 4/28 - 5/26/10		06/11/2010	518.61
5678831030/5-10	Activity Bldg 150 Watkins 4/28 - 5/2		06/11/2010	455.12
5678831035/5-10	Modular Building 150 Watkin 4/28-5		06/11/2010	542.84
<b>Check Total:</b>				<b>8,580.32</b>
<b>Check No: 10566</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01121</b>	<b>RED WING SHOE-REDWOOD CITY</b>	
1520000004436	Safety work boots R.Espino		05/15/2010	190.35
<b>Check Total:</b>				<b>190.35</b>
<b>Check No: 10567</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01133</b>	<b>REDWOOD GENERAL TIRE CO. INC</b>	
466061	Repair Tire Loose Wheel		06/08/2010	32.00
<b>Check Total:</b>				<b>32.00</b>
<b>Check No: 10568</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01145</b>	<b>REPUBLIC ITS</b>	
1005534	Traffic Signal Maintenance May 201		06/11/2010	314.01
1005533	Traffic Signal Response Repairs May		06/11/2010	524.89
<b>Check Total:</b>				<b>838.90</b>
<b>Check No: 10569</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01217</b>	<b>SAN MATEO CNTY DEPT. PUBLIC WO</b>	
218-10	Town of Atherton Graffiti Abatement		06/17/2010	380.00
<b>Check Total:</b>				<b>380.00</b>
<b>Check No: 10570</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01241</b>	<b>SAN MATEO CNTY FORENSIC LAB</b>	
CL02444	Case#10-142 reqst by Jevenile Dist A		05/31/2010	634.00
<b>Check Total:</b>				<b>634.00</b>
<b>Check No: 10571</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01253</b>	<b>SAN MATEO MEDICAL CENTER</b>	
735	Outpatient svcs for Medical legal ex		06/15/2010	700.00
<b>Check Total:</b>				<b>700.00</b>
<b>Check No: 10572</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01289</b>	<b>SHARP ELECTRONICS CORPORATION</b>	
AR283439	Contract Overage 05/12/10 - 06/11/1		06/15/2010	189.44
<b>Check Total:</b>				<b>189.44</b>

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 10573</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01306</b>	<b>BRADFORD SOCKOLOV</b>	
173 HAWTHORNE	Recycling Deposit Refund, BP#3940		06/29/2010	3,156.00
			<b>Check Total:</b>	<b>3,156.00</b>
<b>Check No: 10574</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01369</b>	<b>STACEY THORNBURG</b>	
91	Pre-background investigation Seamus		06/15/2010	337.00
			<b>Check Total:</b>	<b>337.00</b>
<b>Check No: 10575</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01372</b>	<b>TOU BAR EQUIPMENT</b>	
165 JAMES	Road Refund, 165 James Ave P#AP		06/22/2010	2,500.00
			<b>Check Total:</b>	<b>2,500.00</b>
<b>Check No: 10576</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01417</b>	<b>UNIFIRST CORPORATION</b>	
380 0374650	Uniform Service DPW Streets 06/09/		06/09/2010	47.18
380 0372777	Uniform Service DPW St Maint 05/2		05/26/2010	56.48
380 0371857	Uniform Service DPW St Maint 05/1		05/19/2010	56.48
380 0375594	Uniform Service DPW St Maint 06/1		06/16/2010	56.48
380 0376509	Uniform Service DPW St Maint 06/2		06/23/2010	56.48
380 0373720	Uniform Service DPW Street Maint 0		06/02/2010	56.48
380 0370911	Uniform Service DPW Street Maint 5		05/12/2010	56.48
380 0374651	Uniform Service DPW Parks 06/09/1		06/09/2010	17.39
380 0373721	Uniform Service DPW Parks 06/02/1		06/02/2010	17.39
380 0370912	Uniform Service DPW Parks 05/12/1		05/12/2010	17.39
380 0369987	Uniform Service DPW Park 05/05/1		05/05/2010	17.39
380 0371858	Uniform Service DPW Park 05/19/10		05/19/2010	17.39
380 0372778	Uniform Service DPW Park 05/26/10		05/26/2010	17.39
380 0375595	Uniform Service DPW Park 06/16/10		06/16/2010	17.39
380 0374651	Uniform Service DPW HP Park 06/0		06/09/2010	20.20
380 0373721	Uniform Service DPW HP Park 06/0		06/02/2010	17.39
380 0370912	Uniform Service DPW HP Park 05/1		05/12/2010	17.39
380 0369987	Uniform Service DPW HP Park 05/0		05/05/2010	17.39
380 0371858	Uniform Service DPW HP Park 05/1		05/19/2010	17.39
380 0372778	Uniform Service DPW HP Park 05/2		05/26/2010	17.39
380 0375595	Uniform Service DPW HP Park 06/1		06/16/2010	17.39
380 0374650	Mats HP Park 06/09/10		06/09/2010	59.47
380 0374651	Mats HP Park 06/09/10		06/09/2010	8.44
380 0373721	Mats HP Park 06/02/10		06/02/2010	63.78
380 0370912	Mats HP Park 05/12/10		05/12/2010	7.48
380 0369987	Mats HP Park 05/05/10		05/05/2010	63.78
380 0371858	Mats HP Park 05/19/10		05/19/2010	63.78
380 0372778	Mats HP Park 05/26/10		05/26/2010	7.48
380 0375595	Mats HP Park 06/16/10		06/16/2010	63.78
380 0373720	Mats HP Park 06/02/10		06/02/2010	8.10
380 0370911	Mats HP Park 5/12/10		05/12/2010	46.60
			<b>Check Total:</b>	<b>1,025.02</b>
<b>Check No: 10577</b>	<b>Check Date: 06/30/2010</b>	<b>Vendor: 01445</b>	<b>VERIZON WIRELESS</b>	
0881567337	Admin 05/22/10 - 06/21/10		06/21/2010	45.01
0881567337	Bldg 05/22/10 - 06/21/10		06/21/2010	133.87
0881567337	PD 05/22/10 - 06/21/10		06/21/2010	517.06
0881567337	DPW Engr 05/22/10 - 06/21/10		06/21/2010	125.10
0881567337	DPW Street Maint 05/22/10 - 06/21/		06/21/2010	191.22
0881567337	DPW Park Maint 05/22/10 - 06/21/1		06/21/2010	31.66
0881567337	DPW Park Program 05/22/10 - 06/21		06/21/2010	63.57
			<b>Check Total:</b>	<b>1,107.49</b>
			<b>Report Total:</b>	<b>397,971.06</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 JULY 21, 2010**

**SUBJECT: FINANCIAL REPORT FOR THE TWELVE MONTHS ENDED JUNE 30,  
2010**

### **RECOMMENDATION**

Receive the General Fund Financial Report for the twelve months ended June 30, 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 twelve months ended June 30, 2010, if revenues and expenditures are assumed to be distributed evenly, 100% of the annual FY 2009-10 Budget (12/12) should be earned or incurred.

The accrual amounts only reflect data up to July 9, 2010.

This report included the mid-year budget adjustments approved by the City Council on the February 17, 2010, and additional city attorney department appropriation of \$38,000 approved in the May 19, 2010.

### **General Fund Revenues**

For the twelve months ended June 30, 2010, the General Fund reported revenues of \$10,340,938 which is 102.5% of the annual revenue budget for FY 2009-10.

The only revenue that did not meet the revenue projection is wedding. Staff will be confirming the variance with the park program manager.

General Fund Expenditures

As to the expenditures for the twelve months ended June 30, 2010, the General Fund reported \$11,121,765, which is 99.6% of the annual expenditure budget for FY 2009-10. However, it is important to note that the 99.6% does not reflect expenditures incurred for which invoices have not been paid or received as of June 30, 2010. The final expenditure total would not be known until the end of August or early September.

At the present time, it seems that the Planning Department may go over the expenditure budget. If it does, the Deputy Planning Director will bring back a report to City Council.

**FISCAL IMPACT**

None

Prepared by:

Approved by:

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

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

Attachment: Financial Report

## Town of Atherton

## General Fund

Financial Report for the **Twelve** Months Ended June 30, 2010

(Excl. Encumbrances)

Dept	Description	Adjusted Budget FY09/10	12/12 of Budget	Actual July 09 to June 10	Accrual	Adj. Actual July 09 to June 10	% of 12/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 08 to June 09
			100.0%							
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	<b>Revenues</b>									
	Secured	4,740,000	4,740,000	4,740,094		4,740,094	100.0%	(94)	100.0%	4,453,344
	Unsecured	298,475	298,475	305,752		305,752	102.4%	(7,277)	102.4%	276,459
	SB813 Redemption	30,000	30,000	65,675		65,675	218.9%	(35,675)	218.9%	136,776
	Home Owners Prop Tax Re	40,616	40,616	33,416		33,416	82.3%	7,200	82.3%	31,752
	Local Sales & Use Tax	30,000	30,000	73,687		73,687	245.6%	(43,687)	245.6%	91,563
	Public Safety Sales Tax(Prop 172)	50,000	50,000	59,600		59,600	119.2%	(9,600)	119.2%	56,103
	IN LIEU SALES TAX/TRIPLE FLIP	26,698	26,698	26,698		26,698	100.0%	0	100.0%	31,528
	Franchise Taxes-PG&E	220,000	220,000	220,915		220,915	100.4%	(915)	100.4%	220,512
	Franchise Tax-Cal Water	73,000	73,000	79,932		79,932	109.5%	(6,932)	109.5%	72,912
	Franchise Tax-BFI	175,000	175,000	121,304		121,304	69.3%	53,696	69.3%	217,875
	Franchise Taxes-Cable	102,000	102,000	75,601		75,601	74.1%	26,399	74.1%	126,500
	Document Trsf Tax	225,000	225,000	232,660		232,660	103.4%	(7,660)	103.4%	154,365
	Motor Vehicle In-Lieu	606,503	606,503	663,998		663,998	109.5%	(57,495)	109.5%	623,670
	Motor Veh. Lic Fees (MVLf)	15,000	15,000	16,382		16,382	109.2%	(1,382)	109.2%	25,401
	Business Licenses	150,000	150,000	130,691		130,691	87.1%	19,310	87.1%	134,583
	Bus Lic Refund -FY 06/07	35,000	35,000	-		-	0.0%	35,000	0.0%	(167,850)
	Bus Lic Refund -FY 07/08	40,000	40,000	-		-	0.0%	40,000	0.0%	(208,216)
	Bus Lic Refund -FY 08/09	-	-	-		-	0.0%	-	0.0%	(74,480)
	Home Occupation	500	500	500		500	100.0%	-	100.0%	1,950
	Building Permit	484,839	484,839	476,215		476,215	98.2%	8,624	98.2%	620,664
	Encroachment	125,000	125,000	181,566		181,566	145.3%	(56,566)	145.3%	154,372
	Grading & Drainage	58,000	58,000	52,420		52,420	90.4%	5,580	90.4%	0
	Other Licenses & Permit	500	500	1,005		1,005	201.0%	(505)	201.0%	623
	Landscape Fee	-	-	-		-	0.0%	-	0.0%	(5,000)
	Vehicle Code Fines (Parking)	2,069	2,069	5,871		5,871	283.8%	(3,802)	283.8%	11,145
	Other Fines & Forfeit (County)	17,456	17,456	27,333		27,333	156.6%	(9,877)	156.6%	31,263
	ERAF Subvention	730,000	730,000	750,175		750,175	102.8%	(20,175)	102.8%	543,116
	POST Reimb	8,000	8,000	14,814		14,814	185.2%	(6,814)	185.2%	13,846
	CALNENA Reimbursement	3,000	3,000	-		-	0.0%	3,000	0.0%	0
	CLEARs Reimbursement	395	395	-		-	0.0%	395	0.0%	0
	DOJ Grant (vest)	1,500	1,500	406		406	27.1%	1,094	27.1%	0
	DOC Grant	5,000	5,000	5,000		5,000	100.0%	-	100.0%	0
	ABAG Grant	10,000	10,000	18,338		18,338	183.4%	(8,338)	183.4%	0

## Town of Atherton

## General Fund

Financial Report for the **Twelve** Months Ended June 30, 2010**(Excl. Encumbrances)**

Dept	Description	Adjusted Budget FY09/10	12/12 of Budget	Actual July 09 to June 10	Accrual	Adj. Actual July 09 to June 10	% of 12/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 08 to June 09
			100.0%							
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Other Reimbursements	35,700	35,700	69,212		69,212	193.9%	(33,512)	193.9%	19,685
	SB 90 reimbursement	-	-	1,219		1,219	100.0%	(1,219)	100.0%	0
	Grants	-	-	9,901		9,901	100.0%	(9,901)	100.0%	18,880
	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	6,000	6,674		6,674	111.2%	(674)	111.2%	7,847
	Alarm Sign Fees	600	600	1,200		1,200	200.0%	(600)	200.0%	900
	Vehicle Release	1,000	1,000	1,050		1,050	105.0%	(50)	105.0%	2,400
	Fingerprinting Fee	-	-	115		115	100.0%	(115)	100.0%	30
	Affidavit of Cost	2,000	2,000	1,820		1,820	91.0%	180	91.0%	5,964
	Police Report	2,500	2,500	4,105		4,105	164.2%	(1,605)	164.2%	3,000
	Special Service Fee	525	525	594		594	113.2%	(69)	113.2%	2,477
	DUI Recovery (Enforcement)	1,200	1,200	-		-	0.0%	1,200	0.0%	0
	Post Office	31,768	31,768	51,762		51,762	162.9%	(19,994)	162.9%	51,762
	Solicitor's Permit	400	400	127		127	31.8%	273	31.8%	0
	Application Fee	-	-	800		800	100.0%	(800)	100.0%	825
	Zoning & Planning Fees	75,000	75,000	140,413		140,413	187.2%	(65,413)	187.2%	69,912
	Plan Check	292,000	292,000	383,279		383,279	131.3%	(91,279)	131.3%	399,427
	Social Fees	60,000	60,000	59,650		59,650	99.4%	350	99.4%	108,318
	Meeting Fees	60,000	60,000	68,819		68,819	114.7%	(8,819)	114.7%	53,429
	Class Fees	15,000	15,000	14,010		14,010	93.4%	990	93.4%	11,000
	Weddings	140,000	140,000	96,585		96,585	69.0%	43,415	69.0%	102,916
	Misc. Use Fee	1,400	1,400	2,535		2,535	181.1%	(1,135)	181.1%	4,874
	Interest Income	60,000	60,000	41,454		41,454	69.1%	18,546	69.1%	162,441
	Cellular One	36,000	36,000	37,807		37,807	105.0%	(1,807)	105.0%	33,114
	Property Rental-Playscl	77,580	77,580	77,575		77,575	100.0%	5	100.0%	71,371
	Sale of Property	-	-	501		501	100.0%	(501)	100.0%	1,514
	Donations/Contributions	14,286	14,286	14,286		14,286	100.0%	(0)	100.0%	12,176
	Miscellaneous Income	10,000	10,000	11,798		11,798	118.0%	(1,798)	118.0%	59,746
	Trsf in from Spec Parcel Tax	780,863	780,863	780,863		780,863	100.0%	-	100.0%	350,000
	Transfers in from Gas Tax	-	-	-		-	0.0%	-	0.0%	100,000
	Transfers in from GFCIP	-	-	-		-	0.0%	-	0.0%	150,000

## Town of Atherton

## General Fund

Financial Report for the **Twelve** Months Ended June 30, 2010

(Excl. Encumbrances)

Dept	Description	Adjusted Budget FY09/10	12/12 of Budget	Actual July 09 to June 10	Accrual	Adj. Actual July 09 to June 10	% of 12/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 08 to June 09
			100.0%							
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Transfers in from Facilities Construction Fund	82,735	82,735	82,735		82,735	100.0%	-	100.0%	0
	<b>Total Revenues</b>	<b>10,090,108</b>	<b>10,090,108</b>	<b>10,340,938</b>	-	<b>10,340,938</b>	<b>102.5%</b>	<b>(250,830)</b>	<b>102.5%</b>	<b>9,436,603</b>
	<b>EXPENDITURES</b>									
City Council	Advertising/Publishing	2,000	2,000	-		-	0.0%	2,000	0.0%	435
	Other Contract Services	-	-	-		-	0.0%	-	0.0%	9,400
	Office Supplies	1,950	1,950	2,105	408	2,513	128.9%	(563)	128.9%	3,792
	Membership/Dues	8,407	8,407	8,400		8,400	99.9%	7	99.9%	16,304
	Utilities-Electricity & Water	625	625	344	42	386	61.7%	239	61.7%	0
	Conferences	5,000	5,000	2,155		2,155	43.1%	2,845	43.1%	6,969
	Mileage Reimbursement	1,300	1,300	57		57	4.4%	1,243	4.4%	0
	Bus Meeting & Meal	1,100	1,100	80		80	7.3%	1,020	7.3%	0
	Boards & Commissions	2,000	2,000	-		-	0.0%	2,000	0.0%	0
	Special Events & Awards	-	-	139		139	100.0%	(139)	100.0%	438
	Office Machines & Furniture	7,000	7,000	368		368	5.3%	6,632	5.3%	0
	Administrative Services	-	-	-		-	0.0%	-	0.0%	381
	Computer Services Charge	-	-	-		-	0.0%	-	0.0%	796
	City Council Totals:	29,382	29,382	13,648	450	14,098	48.0%	15,284	<b>48.0%</b>	38,514
Administrat (CM,CC,HR)	Salaries & Benefits	730,875	730,875	718,514	7,873	726,387	99.4%	4,488	99.4%	533,255
	Contract Services	29,668	29,668	29,261		29,261	98.6%	407	98.6%	106,792
	Supplies & Materials	3,800	3,800	6,650	31	6,681	175.8%	(2,881)	175.8%	6,649
	General Expenses	41,045	41,045	33,286	1,255	34,540	84.2%	6,505	84.2%	62,097
	Facility & Equipment	3,500	3,500	1,836		1,836	52.5%	1,664	52.5%	520
	Reimbursements	-	-	-		-	0.0%	-	0.0%	30,315
	Administration Totals:	808,888	808,888	789,547	9,159	798,705	98.7%	10,183	<b>98.7%</b>	739,628
City Attorney	Contract Services	461,000	461,000	422,783	34,000	456,783	99.1%	4,217	99.1%	444,512
	General Expenses	-	-	-		-	0.0%	-	0.0%	162
	Supplies & Materials	-	-	-		-	0.0%	-	0.0%	0
	Reimbursements	-	-	-		-	0.0%	-	0.0%	6,228

## Town of Atherton

## General Fund

Financial Report for the **Twelve** Months Ended June 30, 2010**(Excl. Encumbrances)**

Dept	Description	Adjusted Budget FY09/10	12/12 of Budget	Actual July 09 to June 10	Accrual	Adj. Actual July 09 to June 10	% of 12/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 08 to June 09
			<b>100.0%</b>							
		<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(d)</b>	<b>(e)</b>	<b>(e/b)</b>	<b>(a-e)</b>	<b>(e/a)</b>	<b>(f)</b>
	City Attorney Totals:	461,000	461,000	422,783	34,000	456,783	99.1%	4,217	<b>99.1%</b>	450,902
Finance	Salaries & Benefits	429,085	429,085	407,125	4,761	411,886	96.0%	17,199	96.0%	369,243
	Contract Services	155,205	155,205	149,309	3,330	152,639	98.3%	2,566	98.3%	40,292
	Supplies & Materials	4,250	4,250	3,197	164	3,361	79.1%	889	79.1%	5,871
	General Expenses	16,605	16,605	12,876		12,876	77.5%	3,729	77.5%	1,564
	Rents & Leases	-	-	-		-	0.0%	-	0.0%	590
	Facility & Equipment	3,000	3,000	-		-	0.0%	3,000	0.0%	692
	Reimbursements	10,000	10,000	10,000		10,000	100.0%	0	100.0%	19,616
	Settlement Expense	-	-	226,305		226,305	-100.0%	(226,305)	-100.0%	0
	Finance Totals:	618,145	618,145	808,813	8,255	817,067	132.2%	(198,922)	<b>132.2%</b>	437,868
					-	-				
Planning	Contract Services	191,327	191,327	175,671	23,649	199,320	104.2%	(7,993)	104.2%	284,426
	Supplies & Materials	2,000	2,000	1,114	-	1,114	55.7%	886	55.7%	53
	General Expenses	2,930	2,930	714	13	727	24.8%		24.8%	
	Planning Totals:	196,257	196,257	177,500	23,662	201,161	102.5%	(7,107)	<b>102.5%</b>	284,479
Building	Salaries & Benefits	1,009,166	1,009,166	982,295	12,007	994,303	98.5%	14,863	98.5%	805,362
	Contract Services	19,824	19,824	18,825	1,893	20,717	104.5%	(893)	104.5%	177,543
	Supplies & Materials	20,790	20,790	13,108		13,108	63.1%	7,682	63.1%	16,395
	General Expenses	8,375	8,375	9,362	191	9,553	114.1%	(1,178)	114.1%	10,155
	Facility & Equipment	4,500	4,500	-		-	0.0%	4,500	0.0%	436
	Reimbursements	10,000	10,000	10,000	-	10,000	100.0%	0	100.0%	48,358
	Building Totals:	1,072,655	1,072,655	1,033,590	14,091	1,047,681	97.7%	24,974	<b>97.7%</b>	1,058,249
Non-Dept	Retiree Health Care	-	-			-		-		113,002
	Contract Services	210,179	210,179	152,254	2,262	154,516	73.5%	55,663	73.5%	30,628
	Supplies & Materials	21,167	21,167	19,130		19,130	90.4%	2,037	90.4%	0
	General Expenses	305,638	305,638	290,729	806	291,535	95.4%	14,103	95.4%	8,034
	Non-Dept. Totals:	536,984	536,984	462,113	3,068	465,181	86.6%	71,804	<b>86.6%</b>	151,664
Police	Salaries & Benefits	4,719,697	4,719,697	4,489,369	52,318	4,541,686	96.2%	178,011	96.2%	4,109,244
	Contract Services	221,033	221,033	256,487	180	256,667	116.1%	(35,634)	116.1%	261,149

Town of Atherton										
General Fund										
Financial Report for the <b>Twelve</b> Months Ended June 30, 2010										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	12/12 of Budget	Actual July 09 to June 10	Accrual	Adj. Actual July 09 to June 10	% of 12/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 08 to June 09
			100.0%							
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Supplies & Materials	147,665	147,665	121,573	1,848	123,421	83.6%	24,244	83.6%	141,226
	General Expenses	76,238	76,238	124,062	7,205	131,267	172.2%	(55,029)	172.2%	87,872
	Rent & lease	8,590	8,590	5,811		5,811	67.7%	2,779	67.7%	0
	Facility & Equipment	44,671	44,671	52,145		52,145	116.7%	(7,474)	116.7%	120,118
	Reimbursement	69,800	69,800	69,800		69,800	100.0%	(0)	100.0%	141,886
	Settlement Expense	230,000	230,000	230,000		230,000	100.0%	-	100.0%	0
	Police Totals:	5,517,694	5,517,694	5,349,248	61,550	5,410,798	98.1%	106,896	98.1%	4,861,496
Public Works & Parks	Salaries & Benefits	1,399,338	1,399,338	1,450,246	20,603	1,470,849	105.1%	(71,511)	105.1%	1,473,891
	Contract Services	288,000	288,000	134,332	10,553	144,885	50.3%	143,115	50.3%	436,128
	Supplies & Materials	70,800	70,800	56,151	1,030	57,181	80.8%	13,619	80.8%	73,296
	General Expenses	107,393	107,393	184,533	3,554	188,087	175.1%	(80,694)	175.1%	115,650
	Rent & Leases	27,000	27,000	21,678	-	21,678	80.3%	5,322	80.3%	38,911
	Facility & Equipment	16,000	16,000	7,719	-	7,719	48.2%	8,281	48.2%	24,322
	Reimbursements	19,892	19,892	19,892	-	19,892	100.0%	(0)	100.0%	58,705
	Public Works Totals:	1,928,423	1,928,423	1,874,551	35,741	1,910,291	99.1%	18,132	99.1%	2,220,904
	<b>Total Expenditures</b>	<b>11,169,428</b>	<b>11,169,428</b>	<b>10,931,790</b>	<b>189,975</b>	<b>11,121,765</b>	99.6%	<b>45,460</b>	<b>99.6%</b>	<b>10,243,703</b>
	<b>Excess (Deficiency) of Revenues over</b>	<b>(1,079,320)</b>	<b>(1,079,320)</b>	<b>(590,852)</b>	<b>(189,975)</b>	<b>(780,827)</b>	72.3%	<b>(296,290)</b>	<b>72.3%</b>	<b>(807,100)</b>
	Beg. Fund Balance	7,203,277				7,203,277				
	Proj. Ending Fund Balance	6,123,957				6,422,450				



## 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 JULY 21, 2010**

**SUBJECT: ADOPTION OF THE APPROPRIATIONS LIMITS FOR FY 2010-2011**

#### **RECOMMENDATION**

Adopt the attached resolution setting the Appropriation Limit for FY 2010-2011 at \$10,141,898.

#### **DISCUSSION**

In November of 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. This Proposition created Article XIII B of the State Constitution, placing limits on the amount of tax revenues that can be appropriated by local governments.

The Finance Director calculated the FY 2010-2011 limit using the percentage change in population and the cost of living as provided by the State Department of Finance. The limit for 2010-2011 is \$10,141,898. With Measure T (an ordinance increasing the appropriation limit for four years from FY 2010-2011 for parcel tax proceeds) being passed by the Town voters in November of 2009, Atherton tax proceeds subject to the limit are below the Gann limit. Therefore, the Town is in compliance with the Gann limit requirement.

#### **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: Resolution Adopting the Appropriation Limit for FY 2010-2011  
Appropriation Spending Limit Calculation Worksheet

**RESOLUTION NO. 10-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON ESTABLISHING THE APPROPRIATIONS LIMIT  
FOR FISCAL YEAR 2010-11 PURSUANT TO ARTICLE X111 B OF  
THE CALIFORNIA CONSTITUTION**

**WHEREAS**, Article XIII B of the Constitution of the State of California provides that the total annual appropriations limitation of each government entity, including this Town, shall not exceed the appropriations limit of such entity of government for the prior year adjusted for certain changes mandated by Proposition 4 passed in November, 1979 and Proposition 111 passed in June, 1990, except as otherwise provided for in said Article XIII B and implementing State statutes; and

**WHEREAS**, pursuant to Article X111 B, and Section 7900 et seq of the California Government Code, the Town is required to set its appropriations limit for each fiscal year; and

**WHEREAS**, the Finance Director of the Town of Atherton has conducted the necessary analysis and calculations to determine the appropriations limit for Fiscal Year 2010-11, relying on the permanent Fiscal Year 1993-94 limit approved by the voters on November 3, 1994, and the following two adjustment factors: change in population for the County of San Mateo or Atherton, whichever is higher, and change in cost of living as provided by the State of California, Department of Finance; and

**WHEREAS**, based on such calculations, the Finance Director has determined the said appropriations limit, and pursuant to Section 7910 of the Government Code, has made available to the public the documentation used in the determination of the limit.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the Town of Atherton that the new appropriations limit for the Fiscal Year 2010-11 shall be and is hereby set in the amount of **\$10,141,898** and its calculations as set forth in Attachment 1, copy of which is attached hereto.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 21st day of July, 2010, by the following vote:*

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

\_\_\_\_\_  
Kathy McKeithen, MAYOR  
Town of Atherton

ATTEST:

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Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

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Wynne Furth, City Attorney

**Town of Atherton**  
**APPROPRIATIONS SPENDING LIMIT**  
**Prop 4 - Gann Limit FY 2010-2011**

Schedule 1: Calculation of Spending Limit

Last Year's Limit (FY 2009-10) 7,456,359

Adjustment Factors:

A. Population (County)	1.0121
C. Inflation	<u>0.9746</u>
A times C	<u>0.9864</u>

Total Adjustment (Percent) -1.36%

Total Adjustment (Dollars) (101,461)

Other Adjustments:

Parcel Tax Adjustment (+) 2,787,000

New Appropriation Limit for Fiscal Year 2010-11 10,141,898

Schedule 2: Appropriations Compared to Limit

Proceeds from Taxes (Schedule 3) 8,860,260

Appropriations Subject to Limit FY 2010-2011 8,860,260

Appropriations Limit for FY 2010-2011 10,141,898

Amount under Appropriations Limit 1,281,638

Schedule 3: Determination of Proceeds of Taxes  
Per Budget for FY 2010-2011

	Proceeds of Taxes	Non- Proceeds	Total
Revenues			
Property Tax	6,449,250		6,449,250
Sales Tax	92,000		92,000
Public Safety Sales Tax		50,000	50,000
Parcel Tax	1,858,000		1,858,000
County Measure A	200,000		200,000
Business License	150,000		150,000
Motor Vehicle License Fee	23,000		23,000
Homeowners Exemption	40,616		40,616
Franchise Fees		555,000	555,000
Development Fees/Permits		1,224,200	1,224,200
Fines & Forfeiture		24,000	24,000
Fees for Services		304,500	304,500
Rentals		138,580	138,580
Miscellaneous		47,850	47,850
	<u>8,812,866</u>	<u>2,344,130</u>	<u>11,156,996</u>
Interest Income	47,394	12,606	60,000
Total	<u>8,860,260</u>	<u>2,356,736</u>	<u>11,216,996</u>



## 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 JULY 21, 2010**

**SUBJECT: APPROVE 10-38 AMENDING FEES FOR TAPE DUPLICATION AND POLICE REPORTS**

#### **RECOMMENDATION:**

Approve Resolution 10-38 amending the fees for tape duplication and police reports.

#### **BACKGROUND:**

The Town Attorneys have advised us that we should reduce the fees for tape duplication and police reports.

Tape duplication will be reduced from \$61 per tape to the actual cost of the tape which is \$.75 cents.

Police reports will no longer cost \$18.00. A police report should fall under a normal public records request and will be charged the maximum amount under the Public Records Act which is .10 cents per page. If an individual is requesting photos and/or tape copies the charge will be only the direct cost of the photo(s) and tape copy.

**RESOLUTION NO. 10-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
REDUCING TWO SPECIFIC FEES IN THE MASTER FEE SCHEDULE  
PREVIOUSLY ADOPTED VIA RESOLUTION NO. 10-06**

WHEREAS, following all lawful proceedings for adopting a master fee schedule, the City Council, at its regular meeting on November 18, 2009, adopted Resolution 09-32 approving a Master Fee Schedule for miscellaneous Town fees;

WHEREAS, the fees adopted pursuant to Resolution 09-32 went into effect on January 17, 2010;

WHEREAS, the City Council subsequently determined that some of the fees in the Master Fee Schedule should be reduced and therefore approved and adopted an amended Master Fee Schedule in accordance with all lawful proceedings at its regular meeting on February 17, 2010 by Resolution 10-06;

WHEREAS, the fees adopted pursuant to Resolution 10-06 went into effect on February 18, 2010 and remain in full force and effect; and

WHEREAS, the City Council now desires to reduce two specific fees relating to tape duplication and police reports.

**NOW, THEREFORE, THE CITY COUNCIL OF THE TOWN OF ATHERTON  
DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Findings.

The City Council declares that the above recitations are true and correct.

Section 2. Reduction of Specific Fees.

The City Council hereby reduces two specific fees outlined in the previously adopted Master Fee Schedule relating to tape duplication and police reports. Those fees are now 0.75 cents and .10 cents per page respectively. Copies of photos and/or tape copies within a police report shall cost only the direct cost of the photo and/or tape copy.

Section 3. Previously Approved Fees Remain in Full Force and Effect.

This Resolution neither imposes new fees nor increases existing fees; rather it reduces two specific fees that were lawfully adopted and previously approved via Resolution 10-06. Except as modified by this Resolution, the fees set forth in Resolution 10-06 remain in full force and effect.

Section 4. Waiver of Fee.

The City Council is hereby authorized to waive any of the fees outlined in Master Fee Schedule. If such a waiver occurs, the City Manager or his/her designee will ensure that any fee category for which a waiver was granted does not exceed the estimated reasonable cost of providing the service.

Section 5. Environmental Clearance.

The adoption of the Master Fee Schedule is not subject to the California Environmental Quality Act (CEQA) in that the establishment of such a funding mechanism is not a "project." Specifically, in accordance with CEQA Guidelines section 15378(b)(4), the creation of government funding mechanisms that do not involve any commitment to any specific project that may cause a significant effect on the environment is not deemed to be a "project" under CEQA.

Section 6. Severability.

If any action, subsection, sentence, clause or phrase of this Resolution or the fees levied by this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or the fees levied by this Resolution that can be given effect without the invalid provisions.

Section 7. Effective date.

The two reduced fees outlined in this Resolution shall take effect immediately following the adoption of this Resolution by the Town Council.

\* \* \* \* \*

*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 July, 2010, by the following vote:*

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

---

Kathy McKeithen, MAYOR  
TOWN OF ATHERTON

ATTEST:

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Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

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Wynne Furth, City Attorney

Exhibit A  
**Amended Master Fee Schedule**

*[To Be Inserted]*

Resolution 10 \_\_\_\_\_  
Approved \_\_\_\_\_ 2010  
1286870v1A 05025/0008

Exhibit A



## 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 JULY 21, 2010**

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARK  
THOMAS & COMPANY, INC. FOR SURVEYING SERVICES FOR THE  
ATHERTON AVENUE RECONSTRUCTION PROJECT**

#### **RECOMMENDATION:**

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Mark Thomas & Associates, Inc. to provide Surveying services for the Atherton Avenue Reconstruction Project in an amount not exceed \$59,890.00, plus a 10% contingency, for a total authorization of \$65,879.00.

#### **BACKGROUND:**

The Atherton Avenue Reconstruction project from El Camino Real to Elena Avenue is next in line for federal construction funding. The project has not been surveyed and surveys are needed to prepare project documentation for approval by Caltrans.

Staff developed a Request For Proposals (RFP) to solicit proposals for on-call surveying in 2007. Mark Thomas was the selected firm.

#### **ANALYSIS:**

Mark Thomas did a good professional job with the surveys prepared last year. Staff reviewed the proposal presented by Mark Thomas for this year's work and determined it was reasonable.

#### **FISCAL IMPACT:**

Parcel Tax Funds in the amount of \$66,000 are budgeted for this project in FY 2010-11. The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$59,890.00. A 10% contingency of \$5,989.00 would bring the total authorization to \$65,879.00, which is within the approved 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

Attachments: Professional Services Agreement



## 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 JULY 21, 2010**

**SUBJECT: AWARD OF CONTRACT FOR THE STREET  
RECONSTRUCTION PHASE 7 PROJECT NUMBER 56006.**

#### **RECOMMENDATION:**

Pass a motion to award the contract for Street Reconstruction Phase 7 Project, project number 56006 to JJ Albanese, Inc., the low bidder on the July 7, 2010 bids, for \$352,975.25, with a 10% construction contingency of \$35,297.53, for a total authorization of \$388,272.78; and to authorize the City Manager to sign the contract on behalf of the Town.

#### **INTRODUCTION:**

The FY 2009-10 adopted Capital Improvement Program includes funds for constructing the Street Reconstruction Phase 7 Project. The need for this project resulted from the pavement condition surveys conducted in the summer of 2008.

Park Lane, with a PCI of 62 in the most recent survey, is a local through street with heavy traffic. As such, it will tend to deteriorate faster than less traveled streets. Reconstruction now will allow this street segment to serve its intended use for the next twenty years or more.

While a 62 PCI is still a fair condition pavement structure, it does not adequately reflect the condition of the roadway base in this segment. Year after year our patching contract included deep lift repairs in this segment, often right next to previous repairs. The street is now a patchwork of Town street patches, utility patches and residence connection patches, providing a fairly rough ride. Further base failures continue to occur.

The project will include layout of work, removal and replacement of asphalt concrete pavement on street, replacement of driveway approaches, installation of graded swales and placement of permanent striping on the streets. In addition, it was determined during the survey and construction of a residence on the street that the street is not actually located within the public right-of way for a short distance. The project will correct this deficiency.

The Street Reconstruction Phase 7 project is budgeted for construction in FY 2009-10. Staff prepared the design for the project.

Staff is recommending construction of this project this construction season in order to receive the benefits of a competitive bid environment. The current excellent bid environment is not likely to continue into next spring and the project will probably cost more if deferred.

**ANALYSIS:**

7 bids were received for the Street Reconstruction Phase 7 Project as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>
JJ ALBANESE	SANTA CLARA	\$352,975.25
GRANITE ROCK/PAVEX	SAN JOSE	\$364,883.00
O'GRADY PAVING	MOUNTAIN VIEW	\$384,767.50
CF ARCHIBALD	REDWOOD CITY	\$391,720.00
GREENER EXCAVATION & CONSTRUCTION	FAIRFAX	\$419,151.90
INTERSTATE GRADING & PAVING	SO. SAN FRANCISCO	\$470,897.25
ABSL CONSTRUCTION	HAYWARD	\$555,190.75

**FISCAL IMPACT:**

Parcel Tax funds in the amount of \$900,000 are budgeted for this project in FY 2010-11. Bids were received for the project on July 7, 2010. JJ Albanese, Inc. was the low bidder at \$352,975.25. This bid was 21.5% below the engineer's estimate prepared by Staff, the designer of the project, of \$449,357.08. A 10% construction contingency of \$35,297.53 would bring the total authorization to \$388,272.78, which is \$547,024.75 (60.8%) below the FY 2010-11 budget.

Prepared By:

Approved:

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

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Jerome D. Gruber  
City Manager



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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

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

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

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARK  
THOMAS & COMPANY, INC. FOR SURVEYING SERVICES FOR THE  
HOLBROOK-PALMER PARK SURVEY.**

#### **RECOMMENDATION:**

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Mark Thomas & Company to provide surveying services for the Holbrook-Palmer Park Survey in an amount not exceed \$29,965, plus a 10% contingency, for a total authorization of \$32,961.50.

#### **BACKGROUND:**

An existing survey currently used in the Park is over 17 years old. With many project completed over the years, the Park is in need of an updated survey plan for future master plan projects.

Staff developed a Request For Proposals (RFP) to solicit proposals for on-call surveying in 2007. Mark Thomas was the selected firm.

#### **ANALYSIS:**

Mark Thomas did a good professional job with the surveys prepared last year. Staff reviewed the proposal presented by Mark Thomas for this year's work and determined it was reasonable.

**FISCAL IMPACT:**

Funds in the amount of \$35,000 in Parcel Tax funds are budgeted for this project in FY 2010-11. The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$29,965.00. A 10% contingency of \$2,996.50 would bring the total authorization to \$32,961.50, which is within the approved budget.

Prepared By:

Approved:

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

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Jerome D. Gruber  
City Manager

Attachments: Professional Services Agreement with Exhibits



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JEROME D. GRUBER, CITY MANAGER  
MIKE GUERRA, POLICE CHIEF  
EILEEN WILKERSON, ASSISTANT CITY MANAGER**

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

**SUBJECT: RECLASSIFICATION OF THE “TEMPORARY” ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF TO “REGULAR” EXECUTIVE ASSISTANT/POLICE DEPARTMENT**

#### **RECOMMENDATION:**

That the City Council approves the following:

- 1) Reclassify the employment status of the temporary Administrative Assistant to the Police Chief to regular employment status
- 2) Approve designation to the job classification Executive Assistant
- 3) Set full time equivalent to 1.0 FTE
- 4) Set the Bargaining Unit as Confidential

#### **INTRODUCTION:**

Approving the reclassification of the “temporary” Administrative Assistant to the Police Chief to “regular” Executive Assistant will result in establishing a new position in the Police Department replacing a temporary position and increasing the full-time equivalent staffing (FTE) from 0.75FTE to 1.0FTE.

The funding for the position was approved by the Council on June 16, 2010 in the FY2010-11 Budget.

A closed/promotional recruitment will be held for current employees including those in temporary classifications.

#### **BACKGROUND:**

##### **Police 1.2 Types of Employment and Eligibility for Benefits**

B. Regular Full-Time Employee: An employee who has successfully completed both the initial probationary period and any probationary period set by promotion or transfer, is assigned to a position which is expected to continue for an indefinite duration, and works a schedule which will total no less than 2080 hours per year.

C. Regular Part-Time Employee: An employee who has successfully completed both the initial probationary period and any probationary period set by promotion or transfer, is assigned to a position which is expected to continue for an indefinite duration, and works a schedule of 20 hours or more, but less than 40 hours per week.

E. Temporary Full-Time Employee: An employee whose work assignment is limited in duration to six months or less, and works a schedule which on an annual basis would total no less than 2,080 hours.

F. Temporary Part-Time Employee: an employee whose work assignment is limited in duration to six months or less, and works a schedule of 20 hours or more, but less than 40 hours, per week.

Since July 2000 the position of Administrative Assistant to the Police Chief has been a temporary position. Throughout the Town's history of having a similar position, the position has been part-time and full-time. The position has also been a regular position and a temporary position with a variety of titles but essentially the same duties.

The incumbent has served in the current temporary part-time position since September 11, 2000.

As part of the FY2010-11 budget the Police Communications Center is being reorganized. To provide minimal impact on the community and zero loss of service to the Department, it is anticipated the current Community Services Officer/Dispatcher and Executive Assistant positions will fill in where sworn safety personnel are not necessary such as:

- Driving cars to the repair yard
- Filing criminal cases in court
- Processing warrants and citations
- Booking evidence
- Transporting evidence to the crime lab

In addition, the position of Executive Assistant will maintain personnel records for the Police Department, coordinate the Police training program, and provide secretarial support to the Police Chief.

Safety personnel records retention is held to an extremely high standard outlined in the State of California Government Code Sections 3300 et al. The Town has a responsibility to insure that employee personnel records are held under the highest security possible.

Examples of Safety personnel records include:

- Background investigations
- Internal affairs investigations
- Training records
- Physiological results and other medical files
- Workers' Compensation
- Personnel File

The Town has a responsibility insure that privacy issues are complied within the areas of filing criminal cases in court, processing warrants and citations, booking evidence, and transporting evidence to the crime lab.

**Providing a temporary employee with complete access to safety personnel records and information that is subject to privacy issues is not best practices.**

In addition to the duties described above, the Executive Assistant position will fill the following specific duties:

- Participates in Department management meetings and decision-making; has access to confidential information and conversations regarding negotiation strategies
- Prepares draft Council staff reports and annual Department reports including research
- Manages all documentation for Department travel including tracking and any processing to finance
- Support the unique mandated training requirements of police officers and dispatchers. Schedules and tracks training for California Peace Officer Standards and Training (P.O.S.T.) and specialized training
- Coordinates and hosts Advanced Officer and Continuing Professional Training for the Police Department including Emergency Manager Training for compliance with the National Incident Management System (NIMS) and personnel compliance training (sexual harassment, code of conduct, officer safety, ethics, drivers training, laws of arrest)
- Identifies grant opportunities, and when applicable, prepares and submits grant applications. Ensures grant compliance
- Provides administrative assistant support in the areas of clerical needs such as scheduling, department memorandums and written documents from oral and written direction, phones, finance
- Frequently the first contact for citizen calls to the Police Chief, collects information for investigation later used by the formal investigator
- Tracking and data collection for Police Athletic League (PAL)
- Assists with recruitment including scheduling testing and background investigations, and payroll processing of all sworn and non-sworn position in the Police Department
- Coordinates performance evaluations for all Police staff
- Coordinates fleet management and facilities management
- Supports and coordinates the DARE program
- Duties listed on the current Executive Assistant job description

**ANALYSIS:**

Based on current Town Policy 1.2 Types of Employment and eligibility for Benefits, this position does not fall under "Temporary" status since it is designed to be in place for more than six months. In fact, the position has been budgeted each year since FY1999-2000 at 0.75FTE.

The incumbent has been in the position since September 11, 2000. The incumbent has received annual evaluations as if a regular employee. The incumbent has not received health or leave benefits but does receive retirement benefits. In every way except health and leave benefits the incumbent has been historically treated as a regular employee.

An argument could be made that due to the position being included on the Staffing List in each Town Budget since FY1999-2000, the intention was to designate the position as regular part-time position since only regular positions are listed.

It is true that under the best practices in place today the position is clearly designed as “temporary” in the budget although the amount originally budgeted reflected the cost of the position being designated as “regular”.

In addition, in order for the position to be designated as “regular” status best practices requires that the Council must act to make that determination.

**Impact if Position Remains Temporary**

From a risk management perspective, if the position remains temporary and all duties discussed above remain assigned to the position, the Town opens itself for potential legal issues from both employees and the public due to privacy law violations. Changing the position status from “temporary” to “regular” eliminates the perception that the personnel related files are not handled by “real” employees.

From an Assistant City Manager (ACM) and human resource perspective, if the position remains “temporary” status the personnel files and all related files should be moved to the ACM’s office and maintained by the ACM. The “temporary” position should not be used in any capacity that is privy to personal information of employees or the public.

Moving the duties to the ACM significantly impacts the ACM position in the amount of time involved with filing, researching specific information available in the files, and creating, tracking, and updating personnel action forms. The increase in workload will take priority over other ACM responsibilities due to the compliance issues related to personnel file maintenance for Safety members.

- The “temporary” position will not have sufficient volume of work remaining to justify the current or recommended hours
- The Chief of Police will continue to need secretarial assistance
- The Assistant City Manager will need secretarial assistance

**Other Issues of Importance**

- Proportionately the Police Department has less “regular” clerical support than the other Town Departments

<b>Employees per Department including “temporary” Administrative Assistant to the Police Chief</b>	<b>Number of Department Employees</b>	<b>Number of Executive Assistant and Office Specialist Positions</b>
Administration	4	1.5 – Office Specialist & Executive Assistant
Building	7	1.0 – Office Specialist
Finance	3	0 – Uses Administration Office Specialist as needed
Police	24 + .75temp	0.75 Temporary Administrative Assistant
Public Works	11	1.0 Office Specialist

The new Executive Assistant position will take on a greater role in risk management and claim filing and follow-up. The position will also take on a greater role in managing training for all Town employees.

Outside Agencies

<b>Agency</b>	<b>Position Title</b>	<b>Top Step Hourly Rate FY09-10</b>
City of Belmont	Administrative Assistant	\$30.07
City of Brisbane	Executive Administrative Assistant	\$32.91
City of Burlingame	Administrative Secretary	\$33.55
Town of Colma	Administrative Technician III	\$38.23
City of Daly City	Secretary III	\$36.68
City of East Palo Alto	Executive Assistant	\$33.43
City of Foster City	Management Assistant	\$33.64
City of Hillsborough	Executive Assistant	\$46.34
City of Menlo Park	Administrative Assistant	\$34.43
City of Millbrae	Administrative Assistant	\$31.86
City of Pacifica	Administrative Assistant	\$46.96
City of Redwood City	Administrative Assistant	\$35.64
City of San Bruno	Police Clerk II	\$29.22
City of San Carlos	Administrative Assistant	\$33.20
City of San Mateo	Executive Secretary	\$31.88
City of South San Francisco	Senior Administrative Assistant	\$32.13
Atherton	Temporary Administrative Assistant to the Police Chief	\$29.22 No benefits
Atherton	Recommended Executive Assistant	\$38.83 + benefits @ \$12.75 per hour

Portola Valley and Woodside contract with the San Mateo County Sheriff's Department for their Police Services including this position. Half Moon Bay provides clerical assistance as needed by Police Clerks (a specific position the Town does not have).

**FISCAL IMPACT:**

The Council approved the FY2010-11 Budget on June 16, 2010. During the presentation, Finance Director Louise Ho pointed out to the Council that the Police Department budget included funding for a full-time Executive Assistant.

The total compensation for this position is estimated to be \$94,876 for FY2010-11. \$69,762 is attributed to wages, \$10,032 is attributed to health benefits, and \$15,081 is retirement and payroll costs. FY2009-10 the cost for the 0.75FTE temporary position was estimated to be \$55,483.

Prepared By:

/s/ Eileen M. Wilkerson

Eileen M. Wilkerson, ACM

Approved:

\_\_\_\_\_

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 JULY 21, 2010**

**SUBJECT: RECOMMENDATIONS FROM THE LIBRARY TASK FORCE  
FOR THE LIBRARY STEERING COMMITTEE AND FURTHER  
STAFF GUIDANCE**

#### **RECOMMENDATION:**

To Be Determined.

Due to the uncertainty of the initial report staff was unable to move the placeholder of this item on the Agenda because a majority of the Agenda packet had already been created.

Staff recommends that City Council remove this item from Consent and place it on the regular agenda.

#### **BACKGROUND:**

Council approved Resolution No. 10-30 “partnering with the San Mateo County Library, Friends of the Library and other key stakeholders to support and participate in the process of planning and building a new library and establish an Atherton library building steering committee based on recommendations from the Atherton Library Task Force.”

Recommendations from the Library Task Force for the Library Building Steering Committee were sent to the Town on Wednesday, July 13<sup>th</sup>. Staff reviewed the recommendations (attached as exhibit B) and it was not clear on the relationship between the Steering Committee, City Council, Friends of the Library and the San Mateo County Library.

If Council agrees that this should be a Town appointed committee, staff would like to point out that the City Clerks Department did not participate in the recruitment process as is normally would. The result is that town procedures governing Town Committees and recruitments were not followed. Council has previously established procedures for recruiting and appointing members to Town committees. In addition, composition, terms, and duties and responsibilities of the Town committees are usually specified in the Towns resolution which governs Committees and Commissions.

All of the Town's other committees, with the exception of the Planning Commission, which has independent authority on some decisions, are advisory to the City Council. Deliberations and recommendations of an advisory body are not subject to the California Political Reform Act. If the Library Steering Committee is to have independent decision-making authority, its members will be subject to the Political Reform Act. An advantage of including the new Steering Committee in the Town Resolution which governs Committees and Commissions is that it defines the general procedural rules of each group, the number of members required or allowed, residency requirements, what a quorum is, how actions are to be recorded and minutes kept, and the application of the Brown Act. It also makes clear whether each body is advisory to the City Council and/or City Manager and defines, in general terms, its responsibilities.

At the June 16, 2010 Council authorized the Library Task Force to recruit members for the Steering Committee which it has done. the Atherton Library Task Force in compliance with their understood direction given in Resolution 10-30, spent nearly a month soliciting volunteer applicants by promoting the opportunity on the Atherton Library website, blog and eNewsletter; the Atherton Town website and blog; posting information in the Almanac community information page; and promoting the opportunity at the Atherton Ice Cream social, the Atherton Town Center, the Atherton Library, and the park.

All applicants were reviewed and the recommendations were finalized at the Friends of the Atherton Library meeting attended by Atherton Task Force members on July 13<sup>th</sup>. The following individuals are recommendations made by the Library Task Force as members to the Steering Committee:

1. Karen Bliss, Friends of the Atherton Library
2. Sandy Crittenden, Atherton Arts Committee
3. Valerie Gardner, Environmental Programs Committee
4. Denise Kupperman, Atherton Library Task Force Member
5. Mayor Kathy McKeithen, Council Member, San Mateo County Library JPA Governing Board Member
6. Richard Moore, Holbrook Palmer Park Foundation Treasurer/Park & Recreation Commission Member
7. Marion Oster, Heritage Association, Atherton Tree Committee, Atherton Garden Guild
8. Duncan Jones, Public Works & Town Staff Representative\*
9. Carine Risley, Atherton Library & San Mateo County Library Staff Representative\*\*

\*Staff does not recommend a Town employee to sit on a Committee as a voting member. We recommend Duncan Jones act as the liaison between the Town and the Committee.

\*\*Staff does not recommend that a Library employee have voting powers since she is not an Atherton resident. We recommend Carine Risley act as the liaison between the Library and the Committee.

**The following individuals applied for the Committee but were not selected:**

Chris Cobey,  
Alisa Voris  
Janet Landauer  
Joan Sanders

Before making appointments, the Council should determine if those appointed are serving in their individual capacities, or as representatives of the groups described above. In the latter case, the Council should indicate whether a Steering Committee member's service would end if they were no longer participating in the represented group.

The Library Task Force has recommended a mission statement for the Steering Committee which is slightly different from what was approved under Resolution No. 10-30 at the June 16, 2010 meeting. See revised mission below.

**The mission of the Atherton Library Building Steering Committee will be to oversee the planning and design process of a new Library that meets the current and future needs of the community, ensuring that:**

1. the new facility will be a source of pride for generations to come and ideally be energy and space efficient and retain the building style elements that are important to Atherton residents;
2. full community input about the recommended location of Holbrook Palmer Park is solicited and proper studies of the site are conducted for Council review;
3. an RFP is completed and architects with library design experience are hired to complete a Building Program, Conceptual Design Plans and Cost Models;
4. the community is engaged in the process and public input is drawn from multiple sources including focus group meetings, interviews, surveys and charrettes/design workshops that will offer the community the opportunity to participate in the concept design process;
5. and existing Library Donor Revenue will fund the project (current estimates show the balance of Library Donor Revenue to be \$4.9 million as of June 30<sup>th</sup>, 2010).

Lastly the Library Task Force proposes the following recommendations:

Upon Council Approval, the Atherton Library Building Steering Committee will begin monthly public meetings in August 2010. Atherton Library Building Steering Committee meetings will be held at the same time, same day and in the same place every month. The specific time will be determined based on the

availability of the committee members. Members will be expected to attend all meetings and scheduled decisions will be finalized with the votes of attending members at meetings.

Those interested in contributing to the Atherton Library Building Steering Committee are welcome to attend all meetings, speak and raise issues, and otherwise advise and participate in helping the group develop a library ideal for the Atherton community. We will welcome interested parties to all of our meetings and look forward to the contributions you will make to this process.

**STAFF GUIDANCE:**

Staff does not recommend that Council appear to give up its code-mandated duties, for example, to approve requests for proposals, select architects, define their scope of work, and approve or reject the proposed project.

Staff is working with the San Mateo County Library staff to determine what procedures have been used in the past to build new facilities using donor-city funds. For example, should Atherton be the lead agency for environmental review, of the Library? Staff believes that at an early stage, the Town and the Library JPA should enter into a Memorandum of Understanding outlining their respective duties and responsibilities in the approval process, the use of donor-funds to cover the costs of the planning process, and staffing responsibilities. The MOU could also describe the role of the Steering Committee and describe the consultative process that should occur. Conversations with the Library have just begun.

**ALTERNATIVES:**

1. With respect to the Library Task Force's nominations for membership on the Library Steering Committee, the City Council can:
  - a. Appoint the recommended individuals to the Steering Committee, either for specified terms or at the pleasure of the Council.
  - b. Appoint other individuals who applied for membership.
  - c. Direct Staff to follow its established procedures and re-publish notice of the availability of the positions.
  
2. With respect to the Library Task Force's recommendation that the Steering Committee oversee the planning and design of the new library, the City Council can:
  - a. Accept the recommendation of the Task Force as worded.
  - b. Modify the mission statement to state that the Steering Committee is advisory to the City Council for the planning and design of the new library.
  - c. Defer action until the Council can review and approve an amendment to the Town's Resolution on Commissions and Committees that will include the Library Steering Committee.

3. With respect to the procedural rules proposed for the Steering Committee, the City Council can:
  - a. Accept the language proposed.
  - b. Modify the language to make the Committee explicitly subject to the Brown Act, (which applies to both legislative bodies like the City Council.)
  - c. Direct staff to work with the Task Force to develop procedures which are consistent with the Town's rules of other committees for consideration by the Council at a future meeting.

**FISCAL IMPACT:**

Recruitment and publishing fees

Atherton Staffing of Steering Committee

May be possible to obtain some funding from the donor city funds



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JEROME D. GRUBER, CITY MANAGER  
THERESA N. DELLASANTA, DEPUTY CITY CLERK**

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

**SUBJECT: TOWN CENTER TASK FORCE UPDATE**

#### **BACKGROUND:**

The Town Center Task Force was reconstituted to a Brown Act Committee to allow residents to join the Task Force on March 17, 2010. The Task Force was charged with researching finance options, creating and completing the request for proposal process, public outreach and fundraising for a new town center. The Town Center Task Force consists of two (2) Council Members (Carlson, Lewis) and six (6) appointed Atherton resident members who include Steve Dostart, John Shenk, Dianne Fisher, Rose Hau, Pat Haines (who replaced William Grindley) and Phil Lively. The term of office for all members expires on September 30, 2010 unless extended by the council.

The TCTF determined that additional ground work is necessary before financing options can be considered. The package that the council will receive from the committee will be the completed additional ground work. The committee will be posing some alternatives for the council's consideration for the next phase.

The Town Center Task Force has created an extensive Request For Qualifications (Statement of Qualifications) document, a detailed Process document to facilitate an orderly process, a clear and detailed Program document, and scoring matrixes to assist in soliciting statements of qualifications for a new town center and reviewing the statements in order to make recommendations to Council.

The Task Force re-interviewed all of the department heads and their space needs in this new economic climate to come up with a more realistic usage estimate. However, as the

council will see in the committee's report there are some key council decisions that could further change the amount of square foot assumptions.

To provide a sense of the difference between renovating and building new, Phil Warnes from Sigmatech has signed a pro bono contract to evaluate the costs to renovate the existing buildings versus replacement. The Task Force expects to have the estimates at their next meeting on Tuesday, July 27<sup>th</sup>.

In the Process document the Task Force places heavy stress on making certain that residents be noticed by all means available such as email, web-site notice, Almanac announcement, etc., in order to engage the public to allow maximum extent possible..

The product of the Task Force will be presented to the City Council at the September 2010 meeting. The council may wish to proceed with approval to publish the Statement of Qualifications or choose an alternative course of action.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**DATE: CITY COUNCIL MEETING OF JULY 21, 2010**

**SUBJECT: APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM FOR DAMAGES BY KIMBERLY SWEIDY AND RAYMOND STATA – RECOMMEND DENIAL**

### **RECOMMENDATION**

Adopt Resolution 10-39 denying the request by Kimberly Sweidy and Raymond Stata for leave to file a late claim for damages.

### **BACKGROUND**

The Town received a claim presented by Kimberly R. Sweidy & Raymond P. Stata on March 3, 2010 alleging the Town failed to perform its during the construction of their house. Council approved a resolution on April 21, 2010 instructing staff to return the claim of Kimberly R. Sweidy & Raymond P. Stata without action as it is untimely. This was done.

The Town has now received a request from Attorney Patrick Campbell, on behalf of Ms. Sweidy and Mr. Stata, for leave to file a late claim. The McDowall\*Cotter law firm has been retained by the Town's insurer, the Association of Bay Area Governments Plan.

McDowall \* Cotter has recommended that the Town reject the application for leave to file a late claim because this is a claim for damage to real property. Claims for damages to real property must be filed within one year, rather than the six month period allowed for personal injuries. However, there is no statutory authorization for late claims for damages to real property.

### **FISCAL IMPACT**

No fiscal impact.

Attachment: Resolution 10-39 rejecting the appeal of Kimberly Sweidy and Raymond Stata

**RESOLUTION 10-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
REJECTING THE CLAIM OF  
Kimberly Sweidy & Raymond Stata**

[Re: denying the request by Kimberly Sweidy and Raymond Stata for leave to file a late claim for damages.]

**BE IT RESOLVED** by the City Council of the Town of Atherton that the June 9, 2010 from Attorney Patrick Campbell, on behalf of Ms. Sweidy and Mr. Stata, for leave to file a late claim is hereby rejected.

**DULY AND REGULARLY ADOPTED** this 21<sup>st</sup> day of July, 2010

TOWN OF ATHERTON

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Kathy McKeithen, Mayor

ATTEST

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Theresa N. DellaSanta, Deputy City Clerk



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

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

**DATE: FOR THE MEETING OF JUNE 16, 2010 (*Continued to July 21, 2010*)**

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH THE  
CITY OF REDWOOD CITY TO PROVIDE INFORMATION  
TECHNOLOGY SUPPORT  
(*Continued from June 16, 2010 Council meeting*)**

### **RECOMMENDATION**

Approve the agreement for information technology support between the City of Redwood City and the Town of Atherton; authorize the City Manager to execute the agreement.

### **DISCUSSION**

The Town of Atherton has contracted the City of Redwood City since July 1, 2007, to provide information technology support to the Town. The agreement for FY 2009-10 expires on June 30, 2010. Staff is recommending that the City Council continue to select the City of Redwood City to provide the support service.

The Redwood City contract for FY 2009-10 was for 250 hours at an hourly rate of \$135.72. For FY 2010-11, the hourly rate requested by the City of Redwood City is \$138.43, an increase of 2%. With the formation of the Staff IT Committee and in house services by Police Sergeant Sherman Hall, staff is able to maintain the support hours of 200 hours at the same level in FY 2009-10 for FY 2009-10.

### **FISCAL IMPACT**

The cost for 200 hours of IT support is \$27,686. This amount is budgeted in FY 2010-11 Non-Department Budget for FY 2010-11. Payments will be made in equal monthly installments of \$2,307.17 per month.

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During July 2011, the City of Redwood City will reconcile the previous fiscal year's purchased hours (200) against the worked hours. They will refund the Town for all invoiced but non-worked hours.

Language has been added this year to say:

Unless TOA engages RWC for services during non-business hours or for other special projects, the total costs incurred by TOA under this Agreement shall not exceed \$27,686.

The understanding is that hours will be monitored by the Town throughout the year and the Town will know when the maximum hours are used. After the maximum hours are exhausted, all service will be on a "special project" basis.

Prepared by:

Approved by:

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Eileen M. Wilkerson  
Assistant City Manager

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Jerome D. Gruber  
City Manager

Attachment: Agreement  
Purchase Requisition

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**AGREEMENT FOR  
INFORMATION TECHNOLOGY SUPPORT BETWEEN THE CITY OF  
REDWOOD CITY AND THE TOWN OF ATHERTON**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF REDWOOD CITY**, hereinafter referred to as "RWC", and **THE TOWN OF ATHERTON**, hereinafter referred to as "**TOA**," and collectively herein called the "**Parties**."

**RECITALS**

This Agreement is entered into with reference to the following facts and circumstances:

**WHEREAS**, TOA desires to engage RWC to render certain Information Technology services to TOA related to carrying on the day to day technology related operations of TOA; and

**WHEREAS**, RWC is qualified to provide such services to TOA; and

**WHEREAS**, TOA has elected to engage the services of RWC upon the terms and conditions as hereinafter set forth.

**TERMS AND CONDITIONS**

1. **Services.**

The services to be performed by RWC under this Agreement shall include those services set forth in **Exhibit A**, which is by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of RWC under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of said Parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. **Term of Agreement.**

The term of this agreement shall be for one (1) year, commencing July 1, 2010 and

shall expire on June 30, 2011, or until terminated by sixty (60) days prior written notice by either party.

**3. Compensation.**

The normal business hours hourly rate for fiscal year 2010-2011 (July 22, 2010 through June 30, 2011) for services by RWC under this Agreement shall be \$138.43.

**4. Effective Date of Agreement.**

This Agreement becomes effective on July 22, 2010

**5. Reliance of Professional Skill of RWC.**

RWC represents that it has the necessary professional skills to perform the services required and TOA shall rely on such skills of RWC to do and perform the work.

**6. Relationship of Parties.**

It is understood that the relationship of RWC to TOA is that of an independent contractor and all persons working for or under the direction of RWC are its agents or employees and not agents or employees of TOA.

**7. Nonassignment.**

This Agreement is not assignable either in whole or in part.

**8. Amendments.**

This Agreement may be amended or modified only by written agreement signed by both Parties.

**9. Validity.**

The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**10. Governing Law/Litigation.**

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either Party shall be brought in the County of San Mateo, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the

unsuccessful Party will pay the reasonable expenses of litigation of the successful Party.

**11. Mediation.**

Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

**12. Entire Agreement.**

This Agreement, including Exhibit A, comprises the entire Agreement.

**13. Indemnity.**

RWC shall defend, indemnify and hold TOA and its officers and employees harmless from any and all claims and liabilities related to or as a result of RWC's performance of this Agreement, to the extent they are caused by RWC's negligent acts, or willful wrongful acts.

**14. Insurance.**

RWC shall not commence work under this Agreement until all insurance required under this paragraph has been obtained. Upon request, RWC shall furnish TOA with certificates of insurance evidencing the required coverage.

**A. Workers' Compensation and Employers' Liability Insurance.**

RWC shall have in effect during the entire life of this Agreement Workers' Compensation and Employers' Liability Insurance providing full statutory coverage. In signing this Agreement, RWC makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 37900 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

**B. Liability Insurance.**

RWC shall take out and maintain during the life of this Agreement such bodily injury liability and property damage liability insurance as shall protect RWC while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from RWC's work under this Agreement, whether such work be by RWC or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be One Million and no/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence. TOA, its officers, employees and agents shall be maintained as additional insured's on said policy, and a certificate of said coverage shall be delivered to TOA before any work commences. All insurance shall be with insurance carriers licensed in the State of California and in good standing with the California Department of Insurance.

**C.** Notwithstanding the above, RWC shall have the right to self-insure against any and all perils and/or liabilities against which it would otherwise be required to insure and shall also have the right to effect any such insurance by means of so called "blanket" or "umbrella" policies of insurance. If RWC decides to self-insure, RWC must provide TOA with written notice of self-insurance identifying the type of policy coverage and the amount for which it shall self-insure.

**15. Notice.**

All notices required by this Agreement shall be given to RWC and TOA in writing, by first class mail, postage paid, addressed as follows:

**RWC:** The City of Redwood City  
Attention: IT Manager  
1017 Middlefield Road  
Redwood City, CA 94063

**TOA:** TOWN OF ATHERTON  
Attention: City Manager

91 Ashfield Road  
Atherton, CA 94027

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date indicated on page one (1).

**DATED:** \_\_\_\_\_, 20\_\_

**CITY OF REDWOOD CITY:**

**BY:** \_\_\_\_\_  
**Peter Ingram, CITY MANAGER**

**DATED:** \_\_\_\_\_, 20\_\_

**TOWN OF ATHERTON:**

**BY:** \_\_\_\_\_  
**Jerry Gruber, CITY MANAGER**

## EXHIBIT A

### A. SCOPE OF SERVICES

#### 1. Definitions:

**A. Normal Business Hours:** Defined as Monday through Friday, 8:00 a.m. through 5:00 p.m. except the following currently recognized RWC holidays (calendar dates vary depending on the year):

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- 4th of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- New Year's Eve

Rates for hours worked by RWC during normal business hours will be at the current rate in which they are worked.

**B. Non-business hours:** All hours worked outside of normal business hours. TOA requested work to be performed during non-business hours will be invoiced at a rate equal to one-and-one-half times the then current rate. Examples: A request from TOA for RWC to install new equipment during a weekend to minimize disruption during TOA normal business hours; An after-hours call to RWC to fix a downed server or internet connection.

- C. Maintain and support:** RWC will keep the type of equipment or specific named equipment operational as defined by its purpose. If RWC staff is unable to resolve an issue without external vendor support, RWC will contact and work with the appropriate vendor until the malfunctioning equipment is operational. RWC staff will keep the same equipment optimized and its firmware/software current as deemed appropriate to maintain optimized operations, while minimizing down time.
2. **Internet Access Support:** RWC will maintain and support this connection.
  3. **Firewall Support:** RWC will maintain and support this appliance and in some instances make recommendations to improve security to reduce network vulnerabilities.
  4. **Network Support:** RWC will maintain and support all the switches and other networking devices in TOA.
  5. **Server Support:** RWC will maintain and support all servers used in TOA. RWC staff will provide full support for the following:
    - Operating systems
    - File and print services
    - Email
    - Antivirus and spam filtering
    - Internet blocking
    - Applications running on the servers
  6. **Desktop, Laptop, and Mobile Computing Device Support (DLM):** RWC will maintain and support all DLM on the TOA network including future connected or non-connected DLM. Support will include, but not be limited to: developing and providing specifications; purchasing, setting up, and installing; optimizing and patching; and protecting against unwanted intrusion – spyware, viruses, etc.
  7. **Other:** Technologies not currently named will be maintained and supported upon written agreement by TOA and RWC. Written agreement can be in the form of an email request.
  8. **For all supported technologies,** RWC will work with manufacturers and vendors to purchase new, as well as return and replace failed parts, such as hard drives, monitors, printers, etc. From time to time additional external contractors may be required, such as for larger cabling or electrical work. RWC will find, coordinate, and schedule the efforts of

external contractors. For all emergency and non-emergency issues during normal business hours, RWC will respond within four (4) hours, usually faster. RWC will respond with its best effort for all emergencies during non-business hours.

## **B. COMPENSATION**

1. TOA agrees to pay to RWC the full cost of providing technology services as shown in this Exhibit A, as the same may be amended from time to time by written agreement between the Parties.
2. TOA and RWC acknowledge and agree that compensation paid by TOA to RWC under this Agreement is based upon RWC's cost of providing the services required hereunder, including salaries and benefits of employees.
3. TOA agrees to compensate RWC for Information Technology services. Direct external costs such as external contractors and equipment purchases on behalf of TOA are borne by TOA. Information Technology services costs include those expenses necessary to administer this Agreement. RWC will provide these services for an hourly rate of \$138.43 during fiscal year 2010-2011 (July 22, 2010 to June 30, 2011). The hourly rate will be adjusted on an annual fiscal year basis.
4. Remote support will be billed in fifteen (15) minute intervals.
5. **Terms of Payment.** RWC shall invoice in arrears on the first of each month the amount of \$2,307.17 (200 hours per year, times \$138.43 per hour, divided by 12 months).
6. **Charges for other services and special projects:** Additional hours for special projects requested of RWC will be at the current rate in which the work was done and will be invoiced in the month following the completion of the requested service or incurred expense. Special projects are typically projects requested by TOA that require RWC resources well-above the initially agreed upon five hours per week, and where TOA wants to save the five hours for normal support, or where TOA wants RWC to track and invoice requested work separate from normal invoicing. Special projects are subject to RWC staff availability.

External vendor charges and equipment purchases will be paid directly by TOA or reimbursed by TOA if paid by RWC, and shall be without RWC overhead fees.

Unless TOA engages RWC for services during non-business hours or for other special projects, the total costs incurred by TOA under this Agreement shall not exceed \$27,686.

**7. End of year reconciliation:** During July 2011, RWC will reconcile the previous fiscal year's purchased hours (200) against the worked hours. RWC will invoice TOA for all worked and non-invoiced hours, or refund TOA for all invoiced but non-worked hours.

**8. Reporting:** Each month RWC will submit to TOA a spreadsheet showing and recording the hours worked to date, the name of the tech who worked the hours, and a brief description of the work completed.

**9. Requesting Support:**

- **Non-emergency support** – support request during normal business hours, as defined in Exhibit A, section A.1.A, and where RWC staff is not on-site, can be requested using one of the following three methods:

- i. Logging into RWC's online help desk system at <http://thecity.redwoodcity.org:8080/hd/index.htx>.
- ii. Calling or emailing the primary Analyst assigned to TOA.
- iii. Calling RWC help desk at (650) 780-7093

- **Emergency support** – non-planned support requests for services during non-business hours, as defined in Exhibit A, section A.1.B, to resolve issues in which a business function cannot be performed.

- i. Logging into RWC's online help desk system at <http://thecity.redwoodcity.org:8080/hd/index.htx>.
- ii. The highest ranking, on-site staff member from TOA calls the RWC Information Technology Manager at (650) 464-9575.

**Important Note:** Emergency support is considered a best effort as RWC is not a 24 X 7

shop. Emergency support is charged at one-and-one-half times the normal hourly rate.



## Town of Atherton

### ITEM 21

#### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

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

**SUBJECT: APPROVE CONSULTANT SERVICE AGREEMENT FOR HIGH SPEED RAIL GOVERNMENT AFFAIR SERVICE WITH CAPITOL ADVOCATES FOR AN AMOUNT NOT TO EXCEED \$60,000.00 (\$5,000 PER MONTH)**

#### **RECOMMENDATION:**

Approve Consultant Services Agreement for High Speed Rail Government Affair Services with Capitol Advocates

#### **BACKGROUND:**

On March 17, 2010, Council approved a consultant services agreement with Capitol Advocates to take effect March 18, 2010 and terminate on June 30, 2010.

#### **FISCAL IMPACT:**

The funds were approved for the fiscal year 2010/11 budget on June 16, 2010. A total of \$60,000.00 (\$5,000.00 per month) was approved from the non department services fund for the FY2010/11.

Miscellaneous expenses were not included as part of the authorized budget. After speaking with Ravi Mehta he felt that his miscellaneous expenses would be minimal and staff will absorb these costs within the existing budget.

#### **Attachments:**

-Draft Consultant Services Agreement with Capitol Advocates

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of July, 2010 by and between the TOWN OF ATHERTON, herein called the "Town", and Capitol Advocates, herein called the "Consultant".

### Recitals

WHEREAS, Town desires to obtain Government Affairs consulting services in connection with legislative, regulatory, and High Speed Rail related issues; 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 Ravi Mehta 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 July 1, 2010 and be completed not later than June 30, 2011.

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 for performance of the services described in Exhibit "A", shall be at the consultants reduced rate of \$325 per hour, to be applied against a minimum monthly \$5,000 retainer, plus expenses. Any services performed beyond the minimum monthly retainer amount will be billed at the reduced hourly rate of \$325. However, in no event shall the amount Town pays Consultant exceed Sixty- Thousand Dollars (\$60,000). 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. It is specifically understood by both parties that contingency fee agreements are prohibited by law for any lobbying activities, as described in the California Government Code. Any fees paid for services related to lobbying activities shall be established in advance and paid regardless of the result.

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. Billing. Billing for said services shall be made periodically but at least once per month. Town shall review Consultant's billing statement and pay Consultant for services rendered within 30 days of receipt of a complete billing statement that meets all requirements of this Agreement.

D. 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.

E. 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.

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. 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.

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

9. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town, 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).)

10. 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.

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

12. 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.

13. 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.

14. 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, including without limitation failure to properly report lobbying activities to the Fair Political Practices Commission.

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. 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.

E. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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: Ravi Mehta  
Capitol Advocates  
1215 K Street, 17<sup>th</sup> Floor  
Sacramento, CA 95814

22. 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.

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

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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**

**Schedule of Performance**

[to be inserted]

EXHIBIT C

Compensation

[to be inserted]

## EXHIBIT A

### Scope of Work

## EXHIBIT "A" SCOPE OF SERVICES

### Professional Services for State High Speed Rail Advocacy

#### Introduction

The City of Atherton is actively participating in the implementation of the California High Speed Rail Project (CAHSR) since the passage of Proposition 1A in November 2008. Because CAHSR is proposed to utilize the existing Caltrain right-of-way owned collectively by the Joint Powers Board (JPB), the project has the potential to profoundly change the character and quality of the community. Because decisions effecting Atherton are happening in Sacramento, the City of Atherton desires to retain effective advocacy.

The City of Atherton also recognizes the statewide importance of CAHSR in providing a sustainable alternate transportation. CAHSR has the potential, if done correctly, to benefit and enhance Atherton.

The City of Atherton City Council has formed a High Speed Rail Subcommittee that includes two Council Members appointed by the Mayor. The City Council has also adopted a set of guiding principles which provide direction to the subcommittee when advocating various City positions. The guiding principles are attached to the Scope of Services and shall be used by the consultant when advocating on behalf of the City.

#### **Scope of Services**

##### High Speed Rail Authority

High Speed Rail Authority oversees the implementation of the project statewide. The consultant will be required to keep the City informed of Authority issues, proposals and other activities. The consultant shall provide regular reports, highlight pending issues and advocate City positions within the parameters of the Council adopted Guiding Principles.

##### Legislative

Because of the fast paced and dynamic nature of CAHSR pending legislature, the consultant will need to report and highlight proposed bills and amendments impacting the implementation in the City of Atherton. Typical consultant activities may include meetings, phone calls and email with elected officials and their staff. The consultant shall represent City positions within the parameter of the Guiding Principles. The consultant shall frequently check in and coordinate

Mr. Jerry Gruber

with the Atherton City Manager or his designee on legislative matters impacting the City of Atherton.

#### Local Elected and Appointed Officials

The CAHSR San Jose to San Francisco segment is managed through a Memorandum of Understanding with Caltrain Joint Power Board (JPB). Consequently the consultant will need to advocate City positions to local elected and appointed officials. City positions shall be as directed by the City Council, Council Subcommittee or in conformance with the City's Guiding Principles. Regular reports highlighting potential issues shall be provided to the City.

#### CAHSR Project Team

CAHSR utilizes numerous contractors to manage the implementation of the project. The consultant will need to coordinate with designated project team members on a regular basis. The consultant will provide regular updates and status reports to the City Manager or his designee.

#### Meetings

The consultant will from time to time be required to meet with City of Atherton City Council, Committees, Board and Commission as well as community groups. The purpose of these meetings will be to provide status reports and to receive direction. Consultant may be required to provide advice and recommendations on political and administrative strategies relative to CAHSR.

#### Additional scope as recommended by the Rail Committee members:

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



## 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 JULY 21, 2010**

**SUBJECT: AMEND THE CENTERLINE MARKING LIST TO REVISE  
ATHERTON AVENUE AND FAIR OAKS LANE AT EL  
CAMINO REAL TO ONE THROUGH/LEFT LANE AND  
ONE RIGHT TURN LANE**

#### **RECOMMENDATION:**

Amend the Centerline Marking List to revise Atherton Avenue and Fair Oaks Lane at El Camino Real to one through/left lane and one right turn lane.

#### **INTRODUCTION:**

A resident requested that the Town evaluate modification to the intersection striping of Atherton Avenue and Fair Oaks Lane at El Camino Real to make it easier for vehicles to turn right on red. Currently with the through/right lane, a single car waiting to travel through blocks the right turn lane on Atherton Avenue. On Fair Oaks Lane, if a vehicle waiting to travel through is not over far enough, or if there is also a vehicle in the left turn lane, a right turning vehicle cannot get to the right turn lane.

#### **ANALYSIS:**

The El Camino Real intersection is a split phase signal, meaning that through and left turning vehicles on each side of El Camino Real all go on the green at the same time, with no left turn lead. This allows for the left and through to share a single lane, freeing the right turn lane for vehicles to turn on the red phase after a stop.

For the Atherton Avenue side, only the arrows need to be revised. For the Fair Oaks Lane side, the existing lane striping will be ground out and a new single white stripe placed between the two lanes.

The existing loop detectors for the traffic signal will continue to function under the revised configuration without the need for modification.

**FISCAL IMPACT:**

The installation of the required striping and painting will be performed by Public Works crews during routine striping at a cost of approximately \$500.

**CEQA**

This project is exempt from CEQA under Title 14, Section 15301 minor alterations to existing public facilities involving negligible expansion of use beyond the existing.

Prepared By:

Approved:

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

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

Attachments: Centerline Marking Policy (amended)  
Drawings of intersection and details of striping

## APPROVED CENTERLINE MARKING LIST

**Street centerlines within the Town of Atherton shall be marked only at the locations listed and shall be of the specific type indicated.**

DOUBLE YELLOW STRIPES WITH REFLECTORS AT STANDARD 24' SPACING  
(\* = stripes done with combination of "bott dots" and reflectors)

Alameda de las Pulgas - all\*

Atherton Avenue - El Camino Real to 100 feet west of El Camino Real

Barry Lane - Atherton to Faxon, exclusive of areas with raised median barriers

Fair Oaks - Station Lane to east side of RR tracks

James Avenue - Middlefield to nearest Heather

Marsh Road - all within Town Limits

Middlefield Road - all\*

Oak Grove Avenue - Middlefield to High School Driveway

SPLIT DOUBLE YELLOW STRIPES WITH REFLECTORS AT STANDARD 24'  
SPACING (One yellow line on each side of raised median barrier)

Atherton Avenue - Inglewood to Mercedes

Barry Lane - at Atherton

Barry Lane - at Faxon

Elena Avenue - at Elena/Faxon

Fair Oaks Lane - at El Camino Real

Fair Oaks Lane - at Middlefield

DOUBLE YELLOW STRIPES WITHOUT REFLECTORS

Emilie Avenue - Park to Valparaiso - (School zone)

Encinal Avenue - All (School Zone)

Selby Lane - 190/196 Selby Lane Cul-de-sac to Serrano - (School zone)

Stockbridge - Alameda de las Pulgas to 50 feet west of Alameda de las Pulgas

Valparaiso - all (Shared responsibility with Menlo Park)

Walsh Road - Alameda de las Pulgas to 50 feet west of Alameda de las Pulgas

Watkins - El Camino Real to 100 feet east of El Camino Real

#### SINGLE YELLOW STRIPES WITHOUT REFLECTORS

Alta Vista Drive - Ridgeview to Fletcher

Atherton Avenue - Alameda de las Pulgas to Inglewood and Mercedes to 100 feet west of El Camino Real

Britton Avenue - Across the frontages of numbers 131 through 191 Britton - Also paint white stripes across private driveways forming triangle at hairpin turn. White stripes to be 8" wide, parallel to and 12 feet from the centerline.

Camino al Lago - Park Lane to west side of number 228, except in intersection

DeBell Drive - Middlefield Road through 11 DeBell Drive

Elena Avenue - Atherton to Elena/Isabella and Elena/Faxon to Valparaiso, exclusive of areas with raised median barrier

Fair Oaks Lane - El Camino Real to Station Lane and east side of railroad tracks to Middlefield, exclusive of areas with raised median barrier

Fletcher Drive - Ridgeview to Alta Vista

Glenwood Avenue - Middlefield to Laurel

Greenoaks Drive - Oak Grove Avenue to 170 Greenoaks Drive

James Avenue - Heather closest to Middlefield to Lilac

Melanie Lane - Stockbridge to end

Oak Grove - High School Driveway to Greenoaks

Oak Grove - Middlefield to Menlo Park jurisdiction

Polhemus Avenue - Alameda de las Pulgas to Euclid

Ridgeview Drive - Fletcher to Alta Vista

Ridgeview Drive/Atherton Avenue - Number 7 Ridgeview through number 397  
Atherton - Ridgeview/Atherton curve

Selby Lane - Atherton to E/W Selby

Selby Lane - N/S Selby to 190/196 Selby Lane Cul-de-sac and Serrano to El  
Camino Real

Stockbridge - Alameda de las Pulgas to El Camino Real

Walsh Road - 100 feet west of Reservoir to 50 feet east of Belbrook

Watkins - 100 feet east of El Camino Real to Middlefield

#### SINGLE WHITE STRIPES FOR RIGHT/LEFT TURN LANES WITH TURN ARROWS

Alejandra - 50 feet west of El Camino Real to El Camino Real

Atherton - 50 feet west of El Camino Real to El Camino Real

Fair Oaks Lane - 50 feet east of El Camino Real to El Camino Real

Watkins - 20 feet west of Middlefield to Middlefield

### **POLICY REGARDING CHANGES TO APPROVED CENTERLINE MARKING LIST**

This list shall be adopted by majority vote of the Atherton City Council

Additions, deletions and changes may be proposed or requested by members of the public, Town staff or members of the Transportation Committee or City Council, and shall be reviewed and reported upon by the Transportation Committee to the City Council, which shall have final authority to change the list.

The City Council may amend the list by a motion approved by a majority vote of its members.

Amended May 19, 2004

Amended September 15, 2004

Amended December 17, 2008

T:\2010 AGENDAS-MINUTES\CITY COUNCIL\Agendas and Packets\Agenda Packet  
CC072110\ITEM 22 (2) Centerline Marking List Atherton Fair Oaks Amendments.doc

Amended July 21, 2010

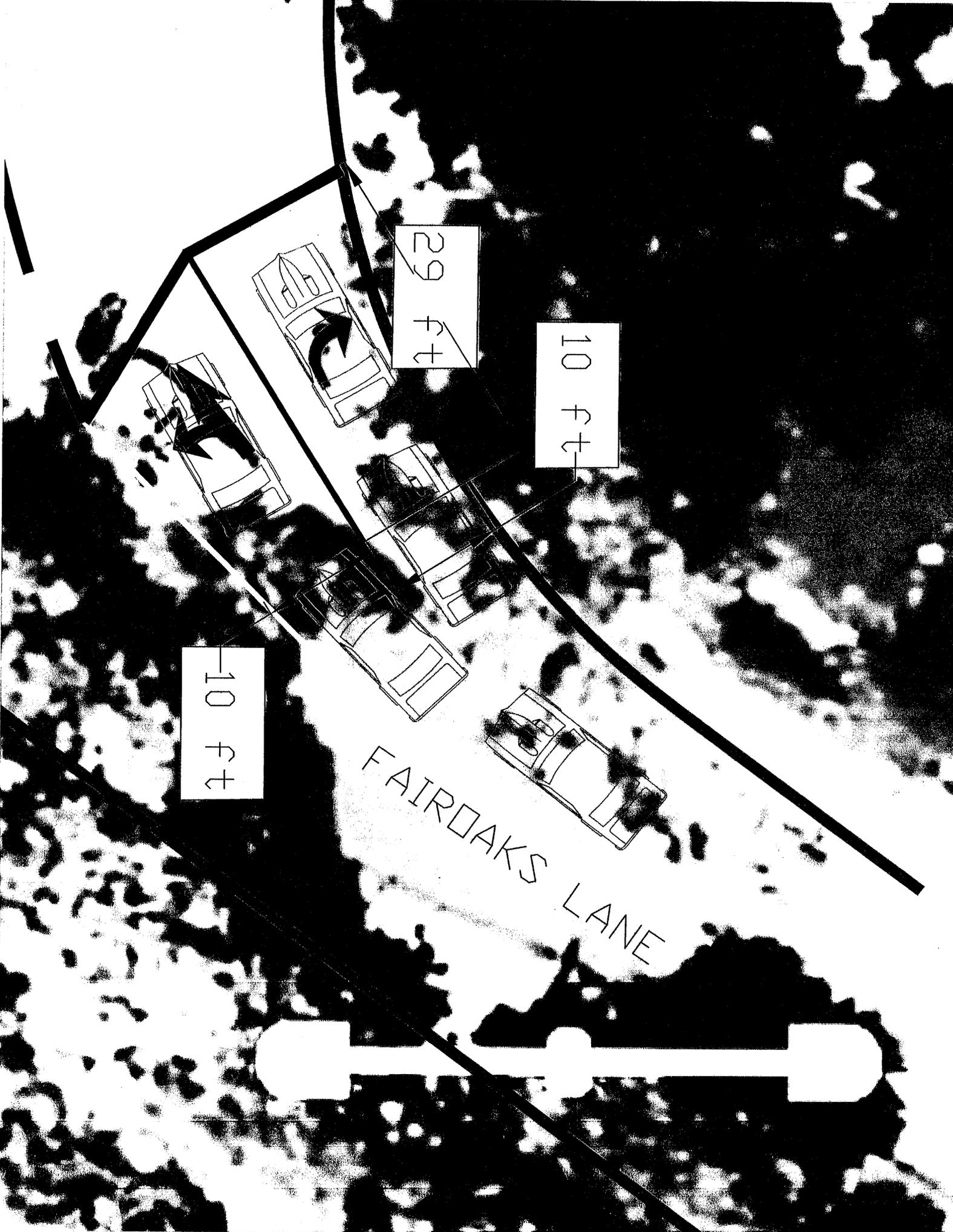
Imagery Date: Jun 30, 2007

37° 27' 38" N 122° 52' 01" W elev 97 ft

Eye alt 35 ft

EL CAMINO REAL AT  
FAIROAKS LANE /  
ATHERTON AVENUE





29 ft

10 ft

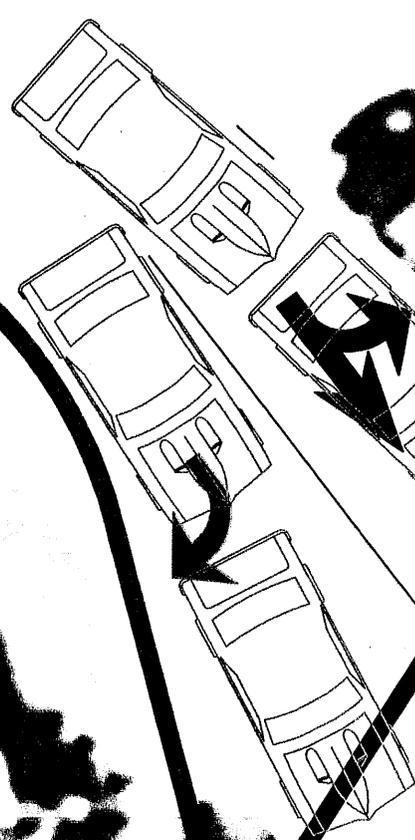
10 ft

FAIROAKS LANE



STOP

STOP





## 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 JULY 21, 2010**

**SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 3.16  
(PURCHASING POLICY) AND ADDING CHAPTER 3.17 (PUBLIC  
WORKS CONTRACTING) TO THE ATHERTON MUNICIPAL CODE**

#### **RECOMMENDATION**

Introduce Ordinance amending Chapter 3.16 (Purchasing Policy) and adding Chapter 3.17 (Public Works Contracting) to the Atherton Municipal Code establishing purchasing policy for supplies, services, equipment, and public works contracting.

Three votes are required to introduce the Ordinance. A second vote, scheduled at least ten days from the date of this meeting, is required to pass the ordinance.

#### **DISCUSSION**

The Town adopted a purchasing system, Chapter 3.16 of the Atherton Municipal Code, in 1994. The purpose of the purchasing system is to establish efficient procedures for the purchase of supplies, services and equipment to ensure lowest possible cost with quality needed and transparency.

With the passage of time since 1994, it has become necessary to rewrite Chapter 3.16 to better reflect the changes in Town operation and to add clarity to the chapter. Staff is recommending several major changes to the current purchasing system including dividing Chapter 3.16 into two chapters, Chapter 3.16 for general supplies, services, and equipment and Chapter 3.17 for public works contracting. The City Manager remains as the Purchasing Officer for the Town and has purchasing authority up to \$15,000 cumulatively per contract. City Council approval is required for purchases over \$15,000.

Attached to the staff report is City Council Resolution No. 00-15 authorizes the adoption of Administrative Procedures and establishes policies and set guidelines for Waste Prevention, Recycling, and Buy Recycled Procedures for Town employees.

Chapter 3.16

(1) Change the limit of which a Purchase Order requirement from \$750 to \$1,000. The \$750 limit was set by Ordinance 538, adopted on December 18, 2002.

(2) Change the limit on oral informal quote from \$750-\$5,000 to \$1,000- \$10,000 and written informal quotes from \$5,000-\$15,000 to \$10,000-\$25,000.

(3) Change the formal bidding limit from over \$15,000 to \$25,000.

The Finance Committee met on January 6, 2009, and recommended the City Council approve the changes to Chapter 3.16. Subsequently, the City Attorney is recommending that the public works contracting included in Chapter 3.16 be removed and group into a new Chapter 3.17.

Chapter 3.17

As for public works contracting, staff is recommending that the Town adopt the State of California Uniform Public Construction Cost Accounting Act limits for ease of implementation. Currently, the Act allows the use of negotiated contract for up to \$30,000; written informal quote from \$30,000 to \$125,000; formal bidding over \$125,000. This is a departure from the January 6, 2009, Finance Committee recommendation of bidding limit to remain at current level of \$25,000 for informal and \$100,000 for formal.

The entire management team reviewed the attached draft ordinance in consultation with the City Attorney and is recommending that the City Council approve the revision. Once the City Council approves the revision, Springbrook training will be conducted with Town staff to ensure compliance.

Options:

- 1) Introduce Ordinance No. 586.
- 2) Modify the informal and formal bidding limit for public works contracting in Chapter 3.17 to \$25,000 and \$100,000.

**FISCAL IMPACT**

None

Prepared by:

Approved by:

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

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

Attachment: Draft Ordinance and Chapters 3.16 and Chapter 3.17  
Resolution No. 00-15

**ORDINANCE 586**

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON AMENDING AND RESTATING CHAPTER 3.16 OF  
THE ATHERTON MUNICIPAL CODE (PURCHASING POLICY)  
AND ADDING CHAPTER 3.17 ( PUBLIC WORKS  
CONTRACTING)**

**SECTION 1:** The City Council of the Town of Atherton does ordain as follows:

- a. Chapter 3.16 - Purchasing Policy of the Atherton Municipal code is amended and restated in its entirety as set forth in Exhibit A attached to this ordinance and by this reference made a part of it.
- b. Chapter 3.17 – Public Works Contracting is added to the Atherton Municipal Code as set forth in Exhibit B attached to this ordinance and by this reference made a part of it.

**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 parts of this Ordinance.

**SECTION 3:** This Ordinance shall take effect and be in force 30 days after its passage and adoption.

**SECTION 4:** The City Clerk shall certify to the passage and adoption of this Ordinance and cause the same to be published or posted according to law.

\* \* \* \* \*

Introduced the 21st day of July, 2010

Passed and adopted as an Ordinance of the Town of Atherton at a regular meeting thereof held on the 21sy day of July, 2010, by the following vote:

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

\_\_\_\_\_  
Kathy McKeithen, Mayor  
Town of Atherton

ATTEST:

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Theresa DellaSanta  
Deputy City Clerk

APPROVED AS TO FORM:

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Wynne Furth  
City Attorney

Exhibit A

Chapter 3.16 (Purchasing Policy)

&

Exhibit B

Chapter 3.17 (Public Works Contracting)

## Chapter 3.16 PURCHASING POLICY

### Sections:

- 3.16.010 Adoption.**
- 3.16.015 Definitions.**
- 3.16.020 Centralized purchasing division.**
- 3.16.030 Purchasing officer position established.**
- 3.16.040 Authority and duties.**
- 3.16.050 Estimates of requirements for using departments.**
- 3.16.055 Leases.**
- 3.16.060 Award of contracts—Supplies, services and equipment.**
- 3.16.065 Staging prohibited.**
- 3.16.070 Requisitions.**
- 3.16.080 Purchase orders.**
- 3.16.090 Encumbrance of funds.**
- 3.16.100 Informal competitive bid and small purchases.**
- 3.16.110 Professional or special services.**
- 3.16.120 Bids required—Exception.**
- 3.16.130 Specification--Overall economy.**
- 3.16.135 Specifications--Waste prevention and recycling.**
- 3.16.140 Exemptions from centralized purchasing.**
- 3.16.150 Formal bid procedure.**
- 3.16.160 Bidder's security.**
- 3.16.170 Performance bonds.**
- 3.16.180 Contract execution.**
- 3.16.190 Inspection and testing.**

### **3.16.010 Adoption.**

The purpose of this chapter is to establish an efficient procedure for the purchase of supplies, equipment, and services. These procedures are intended to allow the Town to obtain the best professional services, to acquire quality supplies, general services and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases and to define authority for the purchasing function.

### **3.16.015 Definitions.**

As used in this chapter:

“Contractor list” means a list of responsible prospective vendors capable of providing the items being bid upon.

“Emergency” means a sudden, unexpected occurrence that poses a clear and eminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

“Equipment” means furnishings, machinery, vehicles, rolling stock, and other personal property used in the Town's business.

“General Services” means services such as janitorial, uniform cleaning, maintenance work and other services which do not require any unique skill, special background, or training. Obtaining such services at the lowest cost is the single most important factor in selection, as opposed to personal performance.

“Maintenance” work means:

- (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (2) Minor repainting.
- (3) Resurfacing of streets and highways at less than one inch.
- (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- (5) Work performed to keep, operate, and maintain publicly owned water or waste disposal systems.

“Professional or special services” means any work performed by an attorney, doctor, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, planner, consultant or those services such as computer services and other services which require special performance criteria, specific experience, training, personal judgment, quality of work or factors other than simply obtaining the service at the lowest cost to the Town. "Professional design services" are a sub-set of professional services which are regulated by Government Code §4526 and following and, in the case certain projects with federal funding, 40 United States Code §1102 and following (the Brooks Act.) Professional design services do not include services which the purchasing officer determines are of a more technical nature and require little professional judgment.

“Purchase” means the renting, leasing, purchasing, licensing, or a trade of equipment or supplies.

“Purchasing officer” shall be the city manager or his/her designee.

“Special equipment/supplies” means unique supplies, machinery, computers, or other equipment which is not generally and regularly ordered in bulk by the Town and which must perform complex tasks, or integrate efficiently with existing equipment or supplies.

“Supplies” means office supplies, janitorial supplies, materials, goods, tools, or other commodities used in the general conduct of the Town’s business, excepting supplies for a public work which is regulated under the Public Contracts Code Sections 20160, et. seq.

### **3.16.020 Centralized purchasing division.**

The purchasing officer shall implement centralized purchasing on supplies, services or equipment if it is deemed applicable for cost savings and efficiency purposes.

### **3.16.030 Purchasing officer position established.**

The city manager is designated as the purchasing officer. The purchasing officer may delegate all or a portion of the purchasing duties to any Town officer or employee.

### **3.16.040 Authority and duties.**

A. Duties. In accordance with this chapter, the purchasing officer shall:

1. Procure or supervise the procurement of all supplies, services and equipment needed by the town;

2. Exercise general supervision and control over all inventories of supplies belonging to the town;

3. Recommend the transfer of surplus or unused supplies and equipment between departments or divisions as needed and the sale of all supplies and equipment which cannot be used by any department or division or which have become unsuitable for town use in accordance with the capital assets policy adopted by separate resolution of the city council;

4. Negotiate and recommend execution of contracts for the purchase of supplies, services or equipment pursuant to the procedures of this chapter and such administrative rules and regulations as prescribed by the Town;

5. Ensure that purchasing specifications are open and non-restrictive to encourage full competition;

6. Prescribe and maintain such forms as are reasonably necessary for the operation of this chapter and other rules and regulations;

7. Supervise the inspection of all supplies, services and equipment purchased to insure conformance with Town specifications;

8. Keep knowledge of rules governing the procurement of supplies, services and equipment, and keep informed of current developments in the field of purchasing prices, market conditions and new products;

9. Recommend the adoption of formal and informal purchase dollar limits which establish the methods of source selection and contract award;

10. Maintain a bidder's list, vendors catalog file and records needed for the efficient operation of the purchasing department; and

B. Operational Procedures. Consistent with this chapter and chapter 3.17, the purchasing officer may adopt operational procedures relating to the execution of his/her duties.

### **3.16.050 Estimates of requirements for using departments.**

All departments shall furnish such reports as the purchasing officer may require concerning usage, needs and stocks on hand, and the purchasing officer shall have authority to prescribe forms to be used by the departments in requisitioning, ordering and reporting of supplies, services and equipment.

### **3.16.055 Leases.**

All lease purchases and leases of personal property shall be subject to the requirements of this chapter. The requirements applicable to each lease shall be determined in accordance with the aggregate amount of contracted or projected lease payments, which shall be deemed equivalent to a purchase price.

**3.16.060 Award of contracts—Supplies, services and equipment.**

The city council shall establish the estimated value of supplies, services and equipment contracts for which formal bidding is required. The city manager is authorized to approve purchases of supplies, general services, special equipment/supplies, and professional or special services up to and including \$15,000. City council approval is required for purchases of more than \$15,000.

**3.16.065 Staging prohibited.**

Purchases shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading the competitive formal or informal bidding requirements of this chapter.

**3.16.070 Requisitions.**

A department, with department head approval, may purchase specified and limited supplies, equipment, special equipment/supplies and general services independently of the purchasing officer of a value not to exceed \$1,000. Any purchase over \$1,000 shall be submitted to the finance department on the purchasing officer's approved requisition form or by computerization along with any other contractual documentation deemed necessary to show compliance with this chapter. No procurement over \$1,000 shall take place without an approved purchase order. All such purchases shall be made with funds in an unencumbered appropriation.

**3.16.080 Purchase orders.**

Procurement of supplies, services and equipment over one thousand dollars not covered within a construction contract or public work specification shall be made only by purchase order issued by the city manager and the finance director. Contract purchase orders shall be issued for supplies, services or equipment when the vendor has submitted a price quotation to hold pricing for a specified length of time; or a contract has been approved by the council through formal bid procedures.

**3.16.090 Encumbrance of funds.**

The purchasing officer shall not issue any purchase order for supplies, services and equipment items unless there exists an unencumbered appropriation in the department where the purchase is charged.

All outstanding encumbrances, with the exception of capital improvement project funds, shall lapse at fiscal year end. There shall be no fund balance reserve for encumbrances.

**3.16.100 Informal competitive bid and small purchases.**

Any purchase not exceeding the amount established for formal bid procedures in Section 3.16.150 shall be made in accordance with the informal bid and small purchase procedures authorized in this section.

A. Small Purchases (up to \$1,000). Purchase of supplies, service or equipment in this category may be obtained by soliciting a single vendor of choice. No requisitions or purchase orders are required, provided the department keeps a record of such purchases and exercises reasonable prudence in seeking price quotes and purchasing such items.

B. Informal Purchases (\$1,000—\$10,000). The purchase of supplies, services or equipment in this category shall be obtained by soliciting no fewer than three bids or price quotes. The solicitation may be by written or telephonic request, or may be based on current catalogs or advertisements. The solicitation shall be documented on an informal quote form to be provided by the finance department.

C. Informal Written Purchases (\$10,000—\$25,000). No fewer than three vendors shall be solicited to submit written quotations for the purchase of supplies, services and/or equipment in this category. Oral quotations will be accepted only when followed with written quotations. Award shall be made to the vendor offering the lowest acceptable quotation unless otherwise justified in writing. The written quotation shall be recorded, attached to the requisition form and maintained as a public record for no less than two years after the submission of the quotation.

### **3.16.110 Professional or Special Services.**

Contracts for professional and special services shall be awarded on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at fair and reasonable prices. For services other than professional design services, once the department requesting the service has determined that a firm or individual has an adequate level of competence, the cost of the service may be considered. For professional design services, cost of services shall not be a factor, except to the extent the purchasing officer determines that a contract cannot be negotiated for a fair and reasonable price with a particular proposer. The information needed for determining that level of competence, other qualifications and the procedure for selecting such services shall be determined by the purchasing officer in conjunction with each department responsible for recommending the professional or special service contract.

A. Professional or Special Services (\$1,000—\$15,000). The acquiring of professional or special services shall be procured through negotiated contract and may include requests for proposals/ qualifications.

B. Professional or Special Services (over \$15,000). Departments contracting for professional services over fifteen thousand dollars shall write specifications in a Request for Proposal (RFP), subject to the approval of the purchasing officer. The qualifications of professional submitting proposals shall be evaluated by a selection team appointed by the purchasing officer. Interviews shall be held if deemed necessary by the selection team. Following negotiation of a contract, the proposed agreement shall be submitted to the city council for its approval. All written proposals will be retained in the town's files for a period of one year after placing of order.

### **3.16.120 Bids required—Exception.**

A. Bidding may be dispensed with only when:

1. An emergency requires that an order be placed with the nearest source of supply. The city council delegates to the city manager the authority to declare a public

emergency subject to confirmation by the city council at its next meeting for any purchase over \$15,000;

2. When the amount of the purchase involved is less than one thousand dollars;

3. When the commodity or service can be obtained from only one vendor. Sole source purchases may include proprietary items sold direct from the manufacturer. All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the appropriate department head and forwarded to the finance director and purchasing officer. Approval of any sole source acquisition shall be obtained from the city council for an award of a contract and purchase order over \$15,000;

4. When used equipment can be acquired which meets the town's needs at less cost than new equipment;

5. When participating in state and county cooperative contracts or utilizing other municipal government's competitive bids;

6. When professional or special services are sought as approved by the city manager.

7. When the public interest may otherwise require that bidding be dispensed with; provided, that the city council shall approve of the purchase by majority vote and indicate the reasons bidding was dispensed with or the city manager makes similar findings for contracts with a value of less than fifteen thousand dollars.

B. In no event shall bidding be dispensed with when required by federal or state law.

### **3.16.130 Specifications—Overall economy.**

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the town's needs, and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including but not limited to those prepared for professional design services.

### **3.17.135 Specifications—Waste prevention and recycling.**

Specifications shall be consistent with any waste prevention, recycling, or similar policy adopted by the city council.

### **3.16.140 Exemptions from centralized purchasing.**

With the approval of the city manager, the purchasing officer may delegate authority to procure services to department heads, but such purchases or contracts be made in conformity with the procedures established by this chapter.

### **3.16.150 Formal bid procedure.**

A. Conditions for Use. All contracts for town supplies, services and equipment over twenty-five thousand dollars unless as otherwise provided in Section 3.16.110, shall be awarded by competitive sealed bidding.

B. Invitations for Bids. An invitation for bids shall be issued and shall include specifications, and all contractual items and conditions applicable to the procurement.

C. Public Notice. Adequate public notice of the invitation for bids shall be given a reasonable time, not less than ten working days prior to the date set forth therein for the opening of bids. Such notice may include publication in a local newspaper of general circulation, or posted in designated places for posting public notices, a reasonable time prior to bid opening. The public notice shall state the place, date and time of bid opening.

D. Bidder's List. The purchasing officer shall issue invitations for bids to all responsible prospective bidders whose names are on the bidders' list or who have requested their names be added thereto.

E. Bid Opening. Sealed bids shall be opened publicly by the finance director or designee and the requesting department head or designee in the presence of one or more witnesses at the time and place specified in the invitation for bids. The amount of each bid, and such other relevant information as the purchasing officer deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection, during regular business hours, for a period of not less than thirty calendar days after the bid opening, but shall not be otherwise retained so as to constitute a public record.

F. Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction. Bids shall be evaluated based on the requirements set forth in the invitation for bids. The town retains its right to waive minor irregularities in the bid. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

G. Tie Bids. If two or more bids are for the same total amount or unit price, quality and service being equal, if the public interest will not be served by readvertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of the bid opening.

H. Rejection of Bids. In its sole discretion the city council may reject any and all bids presented and readvertise for bids.

I. Award of Bid. The contract shall be awarded with reasonable promptness by forwarding a purchase order to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

J. Storage of Sealed Bids. All opened bid materials, after award, are to remain in the possession of the city clerk for the time prescribed by law.

### **3.16.160 Bidder's security.**

When deemed necessary by the city manager or his/her designated representative, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided, that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the town is responsible for the delay. The city council may, on refusal or failure to execute the contract, award it to the next lowest responsible, responsive bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the town to the difference between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

### **3.16.170 Performance bonds.**

The town shall have authority to require a performance bond of the successful bidder before entering into a contract pursuant to an award in such an amount as it shall find reasonably necessary to protect the best interests of the town. The amount and form, whenever possible, shall be set forth in the notice inviting bids.

### **3.16.180 Contract execution.**

The mayor or city manager is authorized to sign and enter into contracts on behalf of the town. The city manager alone is authorized to sign contracts and agreements when

the total value of the contract is fifteen thousand dollars or less. No other employee is authorized to sign a contract binding the town and any contract so signed is void.

**3.16.190 Inspection and testing.**

The supplies and equipment delivered, and contractual services performed, shall be inspected to determine their conformance with the specifications set forth in the order or contract. The city manager, or his/her designated representative, shall have the authority to request professional service, or to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

## **Chapter 3.17 PUBLIC WORKS CONTRACTING**

### **Sections:**

- 3.17.010 Adoption.**
- 3.17.020 Definitions.**
- 3.17.030 Authorities and duties.**
- 3.17.040 Staging prohibited.**
- 3.17.100 Public construction cost accounting act.**
- 3.17.110 Public works project bidding procedures.**
- 3.17.120 Public works project negotiated contract procedures.**
- 3.17.130 Public works project informal bidding procedures.**
- 3.17.140 Public works project formal bidding procedures.**
- 3.17.150 Exception to bidding procedures.**
- 3.17.160 Specifications—Overall economy.**
- 3.17.170 Specifications—waste prevention and recycling**
- 3.17.180 Bidder's security.**
- 3.17.190 Performance bonds.**
- 3.17.200 Contract execution.**
- 3.17.210 Inspection and testing.**

### **3.17.010 Adoption.**

The purpose of this chapter is to establish a procedure for performing or contracting for the construction of public works consistent with state law, in order to construct public works at the lowest possible cost commensurate with quality needed, and to exercise positive financial control over purchases and also to define authority for such contracting.

### **3.17.020 Definitions.**

As used in this chapter:

“Contractor list” means a list of responsible prospective vendors capable of providing the items being bid upon.

“Emergency” means a sudden, unexpected occurrence that poses a clear and eminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

“Equipment” means furnishings, machinery, vehicles, rolling stock, and other personal property used in the Town's business.

“Maintenance” work means:

- (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

- (2) Minor repainting.
- (3) Resurfacing of streets and highways at less than one inch.
- (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- (5) Work performed to keep, operate, and maintain publicly owned water or waste disposal systems.

Procurement of maintenance work is governed by Chapter 3.16 of the Atherton Municipal Code.

“Public works” means a project subject to the regulation of the State Public Contract Code, and in particular:

- (1) The erection, construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased, or operated facility.
- (2) Painting or repainting of any publicly owned, leased, or operated facility
- (3) Furnishing supplies or materials for any of the works or projects described in subsection (1) above.
- (4) Public works does not include maintenance work as defined in this section.

“Purchase” means the renting, leasing, purchasing, licensing, or a trade of equipment or supplies.

“Purchasing officer” shall be the city manager or his/her designee.

“Uniform construction cost accounting procedures” means those procedures and rules established by the State Uniform Construction Cost Accounting Commission pursuant to the Public Contracts Code Sections 22010, et seq

### **3.17.030 Authority and duties.**

The purchasing officer or his/her designee shall procure or supervise the procurement of work under this chapter.

### **3.17.040 Staging prohibited.**

Public works contracts shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading the competitive formal or informal bidding requirements of this chapter.

### **3.17.100 Public construction cost accounting act.**

The City Council has elected to become subject to the California Uniform Public Construction Cost Accounting Act (Public Contracts Code sections 22000 and following) and to provide procedures as established by the California Uniform Construction Cost Accounting Commission.

### **3.17.110 Public works project bidding procedures.**

A. A public work project of \$30,000 or less may be performed by City force account, by negotiated contract, or by purchase order.

B. A public work project greater than \$30,000 and less than or equal to \$125,000 may be let to contract by informal bid procedures.

C. A public work project of more than \$125,000 shall, except as otherwise provided in this chapter, be let to contract by formal bidding procedure in accordance with all applicable provisions of the California Public Contracts Code or successor statute.

D. The described project costs limits of subsections A through C shall be increased automatically as authorized pursuant to the adjustments made by the California Uniform Construction Cost Accounting Commission under Public Contracts Code Section 22020 or successor statute.

### **3.17.120 Public works project negotiated contract procedures.**

A. **Cost Estimate.** For those projects qualifying under subsection A of Section 3.17.110, the appropriate department head shall obtain a cost estimate from the project engineer or architect prior to negotiating a contract with a responsible contractor. For any City force account work, the department head shall first comply with the guidelines established by the California Uniform Construction Cost Accounting Commission in determining the cost of the public work.

#### **B. Solicitation of Bids or Quotes.**

1. For projects equal to or less than \$15,000, no fewer than three bids or price quotes shall be obtained. The solicitation can be by written or telephonic and shall be documented on an informal quote form to be provided by the purchasing officer.

2. For projects over \$15,000, no fewer than three providers shall be solicited to submit written quotations. With the approval of the purchasing officer, oral quotations may be accepted if followed with written quotations. Award shall be made to the lowest responsible proposer unless the purchasing officer deems that differences in quality or timeliness of performance justify a different decision. The written quotation shall be recorded, attached to the requisition form and maintained as a public record for no less than two years after the submission of the quotation.

**C. Award of Contract.** The city manager shall have the authority to award and to execute any contract for the public work qualifying under subsection A of Section 3.17.110 in an amount up to and including \$15,000 and city council approval shall be required for any contract exceeding \$15,000. The purchasing officer shall not issue any purchase order unless there exists an unencumbered appropriation for the contract.

**3.17.130 Public works project informal bidding procedures.** For those projects which qualify under subsection B of Section 3.17.110 for informal bidding, the following procedures shall be used:

**A. Maintenance of Contractor list.** In November of each year, the public works director or city engineer shall mail a written notice to all construction trade journals designated by the California Uniform Construction Cost Accounting Commission inviting all licensed contractors to submit the names of their firms to the Town for inclusion on the list of qualified contractors for the following calendar year according to category. The notice shall require that the contractor provide the name and address to which a notice to contractors or proposal should be mailed, a telephone number at which the contractor may be reached, the type or category of work in which the contractor is interested and currently licensed to do, together with the class of the contractor's license or licenses held and the contractor's license number or numbers. The public works director or city engineer may create a new contractor's list starting January 1<sup>st</sup> of each year which shall include, at a minimum, all contractors who submitted one or more valid bids to the Town during the preceding calendar year and all contractors who have properly provided the public works director or city engineer with the information required to be added to the list. A contractor may be added to the list at any time by providing the required information.

**B. Notice.** The public works director or city engineer shall prepare a notice inviting bids.

1. Contents of Notice. The notice inviting bids shall include a general description of the project, how to obtain more detailed information, the time and place for the submission of bids, and whether bid deposit or bond and faithful performance bond will be required.
2. Mailing of Notice. Unless the product or service is proprietary, all contractors on the Town's list for the category of work being bid shall be mailed a notice inviting informal bids, or an announcement/advertisement shall be placed in all construction trade journals, or both such mailing and advertising. The trade journals shall be those identified by the California Uniform Construction Cost Accounting Commission as appropriate for this area, in accordance with California Public Contract Code Section 22036 or successor statute.

3. 10 day notice. All mailing of notices to contractors and construction trade journals pursuant to subdivision 2 shall be completed not less than 10 calendar days before bids are due.

4. Proprietary Products or Services. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting bids may be sent exclusively to such contractor or contractors.

5. Other Notice. In addition to notice required by this section, the Town may give other notice as it deems proper.

C. **Award.** No contract shall be awarded unless a requisition form is approved by the purchasing officer and there exists unencumbered fund for the contract. The city council shall award the contract to the lowest responsive and responsible bidder whose bid or proposal fulfills the purpose intended according to criteria designated in the solicitation. The council may waive any minor bid irregularities.

D. **Bids in excess of statutory amount.** If all bids received are in excess of \$125,000, or in the amount as automatically increased pursuant to subsection D of Section 3.17.110, the city council may by passage of a resolution by a four-fifths (4/5) vote, award the contract up to \$137,500 (or 110% of the higher limit) to the lowest responsible bidder if it determines the cost estimate of the Town was reasonable.

**3.17.140 Public works project formal bidding procedures.** For those projects which qualify under subsection C of Section 3.17.110 for formal bidding, the procedures established in the California Public Contracts Code, or successor statute, shall be used.

### **3.17.150 Exceptions to bid requirements**

A. Bidding may be dispensed with only when:

1. An emergency requires that an order be placed with the nearest source of supply. The city council delegates to the city manager the authority to declare a public emergency subject to confirmation by the city council at its next meeting for any purchase over \$15,000;

2. When the amount of the purchase involved is less than one thousand dollars;

3. When the commodity or service can be obtained from only one vendor. Sole source purchases may include proprietary items sold direct from the manufacturer. All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the appropriate department head and forwarded to the finance director and purchasing officer.

4. When used equipment can be acquired which meets the town's needs at less cost than new equipment;

5. When participating in state and county cooperative contracts or utilizing other municipal government's competitive bids;

6. .When the public interest may otherwise require that bidding be dispensed with; provided, that the city council shall approve of the purchase by majority vote and indicate the reasons bidding was dispensed with;

7. When the city manager makes similar findings for contracts with a value of less than fifteen thousand dollars.

B. In no event shall bidding be dispensed with when required by federal or state law.

### **3.17.160 Specifications—Overall economy**

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the town's needs, and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including but not limited to those prepared for the town by architects, engineers, designers and draftsmen.

**3.17.170 Specifications—Waste prevention and recycling.** Specifications shall be prepared in compliance with such waste prevention and recycling policies as are from time to time adopted by resolution of the city council, or by direction of the purchasing officer consistent with such council resolutions.

### **3.17.180 Bidder's security.**

When deemed necessary by the city manager or his/her designated representative, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided, that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the town is responsible for the delay. The city council may, on refusal or failure to execute the contract, award it to the next lowest responsible, responsive bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the town to the difference between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

### **3.17.190 Performance bonds.**

The town shall have authority to require a performance bond of the successful bidder before entering into a contract pursuant to an award in such an amount as it shall find reasonably necessary to protect the best interests of the town. The amount and form, whenever possible, shall be set forth in the notice inviting bids.

### **3.17.200 Contract execution.**

The mayor or city manager is authorized to sign and enter into contracts on behalf of the town. The city manager alone is authorized to sign contracts and agreements when the total value of the contract is fifteen thousand dollars or less. No other employee is authorized to sign a contract binding the town and any contract so signed is void.

### **3.17.210 Inspection and testing.**

The supplies and equipment delivered, and contractual services performed, shall be inspected to determine their conformance with the specifications set forth in the order or contract. The city manager, or his/her designated representative, shall have the authority to request professional service, or to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

**RESOLUTION NO. 00-15**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE TOWN OF ATHERTON  
ADOPTING ADMINISTRATIVE PROCEDURES FOR WASTE PREVENTION,  
RECYCLING AND BUY RECYCLED PRODUCTS FOR TOWN EMPLOYEES**

**WHEREAS**, the California Integrated Waste Management Act of 1989 (AB939) requires cities to reduce the amount of Solid Waste being landfilled within their jurisdictions since the base measurement year of 1991 by 25%, and 50% by the years 1995 and 2000, respectively; and

**WHEREAS**, to fulfill the requirements of AB939, the Source Reduction and Recycling Element and Household Hazardous Waste Element planning documents were developed outlining waste prevention and recycling programs; and

**WHEREAS**, Town of Atherton employees must reduce the amount of waste they generate and ultimately throw away in order to help the Town fulfill the requirements of AB939; and

**WHEREAS**, A Recycling Committee has been formed with staff from each department to provide education on the Town Recycling Program, including waste prevention activities, recycling materials accepted, and buying recycled products.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the Town of Atherton authorizes the adoption of Administrative Procedures to assign responsibilities, establish policies and set guidelines for Waste Prevention, Recycling, and Buy Recycled Procedures for Town employees.

\* \* \* \* \*

*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 June, 2000, by the following vote:*

<i>AYES:</i>	<i>4</i>	<i>COUNCIL MEMBERS:</i>	<i>Carlson, Conwell, Fisher, Chapman</i>
<i>NOES:</i>	<i>0</i>	<i>COUNCIL MEMBERS:</i>	
<i>ABSENT:</i>	<i>1</i>	<i>COUNCIL MEMBERS:</i>	<i>Dudley</i>
<i>ABSTAIN:</i>	<i>0</i>	<i>COUNCIL MEMBERS:</i>	

\_\_\_\_\_  
Nanette F. Chapman, Mayor

ATTEST:

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



**Item No.24**

**DATE: FOR THE CITY COUNCIL MEETING OF JULY 21, 2010**

**TO: HONORABLE CITY COUNCIL  
CITY MANAGER JERRY GRUBER**

**FROM: NEAL J. MARTIN, TOWN PLANNER  
LISA COSTA SANDERS, DEPUTY TOWN PLANNER**

**SUBJECT: 150 VALPARAISO AVENUE (APN 070-390-010)  
CERTIFICATION OF FINAL ENVIRONMENTAL IMPACT REPORT  
FOR SACRED HEART SCHOOLS MASTER PLAN**

**COUNCIL REMINDER:**

**Please bring your copy of the Draft Environmental Impact Report for the Sacred Heart Master Plan Project to the meeting. The Report was distributed to the Council on April 13, 2010.**

**RECOMMENDATION:**

Staff recommends that the City Council adopt the attached resolution certifying the Final Environmental Impact Report for the Sacred Heart Schools Master Plan Project as adequate and prepared in accordance with the California Environmental Quality Act and adopting the Sacred Heart Schools Mitigation Monitoring Program.

**BACKGROUND:**

In late 2008 it was determined that in order to proceed with the necessary discretionary entitlements for the several projects associated with implementation of the Sacred Heart Schools Master Plan, an Environmental Impact Report (EIR) would need to be prepared. The consulting firm of Christopher A. Joseph & Associates (CAJA) was retained by the City Council to prepare the EIR. A Draft EIR was prepared and released for public review on April 13, 2010.

The Draft EIR was circulated for the required 45 day public review between April 13 and May 28, 2010. At the Planning Commission public hearing of May 26, 2010 the public review period was extended to June 2, 2010. It was transmitted to the State Clearinghouse in accordance with the CEQA Guidelines and distributed to State and regional agencies that might have an interest in the

document. On June 8, 2010 a letter was received from the State Clearinghouse stating that the Town had complied with the CEQA Guidelines concerning distribution of the Draft EIR to the State Clearinghouse and that no comments had been received by that agency.

Copies of the Draft EIR were made available to the public at the locations listed below:

- Atherton Town Hall
- Atherton Public Library
- Atherton Permit Center
- Online at the Town of Atherton website

Notice of Draft EIR availability was made in the manner listed below:

- Publication in The Almanac, a newspaper of general circulation in the Town of Atherton
- Posting on the Town of Atherton bulletin boards
- Mailing to all residents within 500' radius of the project site
- Online at the Town of Atherton website

The Planning Commission held a public hearing on the Draft EIR on May 26, 2010 at which time all persons wishing to comment on the document were afforded an opportunity to do so. At the conclusion of the public hearing CAJA was requested to prepare responses to all comments made on the Draft EIR and prepare the Final EIR.

CAJA prepared the required Responses to Comments and also prepared a document entitled "Final Environmental Impact Report for the Sacred Heart School Master Plan EIR" (Final EIR). The Final EIR consists of the documents listed below:

- The Draft EIR
- The Final EIR consisting of a List of Commenters, Responses to Comments and Revisions to the Draft EIR

The Final EIR was made available for public review on June 11, 2010 at the Atherton Town Hall, Permit Center and Atherton Library. A copy of each response was sent to the person or agency making a comment on the Draft EIR on June 11, 2010. These actions were taken at least 10 days prior the date when the City Council considers the adequacy of the Final EIR in accordance with the CEQA Guidelines.

### **ANALYSIS:**

Staff has reviewed the Draft and Final EIR's and has determined that they were prepared in accordance with the California Environmental Quality Act and its Guidelines. The EIR contains a project description and environmental impact analyses of aesthetics, air quality, biological resources, land use and planning, noise and transportation/traffic. Early in the process it was determined that there was no evidence that the project would cause significant environmental effects in certain environmental areas (e.g. agricultural resources) and no further analysis of those topics was required. Alternatives to the proposed project are presented. In the Draft EIR Table II-1

is a presentation of a Summary of Impacts/Mitigation Measures. In that table it is shown that all environmental impacts studied will have no impact, less than significant impact or can be mitigated to a less than significant impact. This is an important distinction because if one or more impacts cannot be mitigated then special findings are required by the Town. This is not the case here.

Chapter 15.32 of the Atherton Municipal Code specifies that when an Environmental Impact Report has been prepared that the Planning Commission shall recommend approval, amendment or disapproval of such report and recommend approval, amendment or disapproval of a project that is subject to the EIR. This is somewhat in conflict with the normal Conditional Use Permit process and goes beyond what is required in the California Environmental Quality Act. On June 23, 2010 the Planning Commission considered the Final EIR at a public hearing and recommended that the City Council certify that the Final EIR has been prepared in compliance with CEQA.

In addition a Mitigation Monitoring Program has been prepared pursuant to CEQA Guidelines Section 15097 that specifies the agency or person responsible for monitoring or reporting on implementation of the mitigation measures described in the EIR. The Mitigation Monitoring Program contains a list of the potential impacts, mitigation measures, the person or agency responsible for implementing the mitigation measures and the responsible monitoring party. It is recommended that the City Council adopt the “Sacred Heart Schools Mitigation Monitoring Program.”

**REQUIRED FINDINGS:**

In certifying the EIR the City Council is required to make the findings listed below.

1. The Final EIR has been completed in compliance with CEQA.
2. The Final EIR reflects the City Council’s independent judgment and analysis.

**ALTERNATIVES:**

An alternative would be that the City Council not certify the Final EIR.

**FISCAL IMPACT:**

All costs covering the processing of this application are paid for by the applicant.

**ENVIRONMENTAL IMPACT:**

An Environmental Impact Report was prepared for the Sacred Heart Schools Master Plan Project. That environmental document was circulated for public review in accordance with the California Environmental Quality Act.

**FORMAL MOTION:**

I move that the City Council adopt Resolution No. 10-40 A Resolution Certifying the Draft

Environmental Impact Report for the Sacred Heart Schools Master Plan Project.

/s/ Neal J. Martin

/s/ Lisa Costa Sanders

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Neal J. Martin, Town Planner  
Lisa Costa Sanders, Deputy Town Planner

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Jerome D. Gruber, City Manager

**Attachments:**

1. Resolution No. 10-40 A Resolution Certifying the Draft Environmental Impact Report for the Sacred Heart Schools Master Plan Project
2. Exhibit A Sacred Heart Schools Mitigation Monitoring Program
3. Final Environmental Impact Report for the Sacred Heart Schools Master Plan Project

## **RESOLUTION NO. 10-40**

### **A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON CERTIFYING THE DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE SACRED HEART SCHOOLS MASTER PLAN PROJECT**

THE TOWN OF ATHERTON DOES RESOLVE AS FOLLOWS:

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") Guidelines (Cal. Code of Regs, Chapter 3, Div. 6 of Title 14) Sections 15050 and 15051, ATHERTON is the CEQA Lead Agency for the preparation and circulation of an Environmental Impact Report for the SACRED HEART SCHOOLS MASTER PLAN PROJECT (SCH No.2009112052);

WHEREAS, a Draft Environmental Impact Report ("Draft EIR") was prepared for the proposed SACRED HEART SCHOOLS MASTER PLAN PROJECT and circulated for public review; and

WHEREAS, in response to comments received on the Draft EIR, a Final Environmental Impact Report ("Final EIR") has been prepared for the proposed SACRED HEART SCHOOLS MASTER PLAN PROJECT, and the review process has been satisfactorily completed as more fully described below.

NOW, THEREFORE BE IT RESOLVED that this City Council finds that the foregoing recitals are true and correct and further finds, declares, determines and orders as follows:

#### **Section 1: Procedural Findings.**

1. In November 2009, ATHERTON prepared a Notice of Preparation (NOP) of an Environmental Impact Report (EIR) for the SACRED HEART SCHOOLS MASTER PLAN PROJECT which was distributed to Responsible Agencies, Trustee Agencies, adjoining cities, and to other interested parties. The NOP was mailed to the State Clearinghouse and the Office of Planning and Research and was available online. The NOP was directly mailed all residents within 500' of the project site and posted on the Town's Bulletin Boards. The NOP was circulated for a 30-day public review period on November 16, 2009. Comments received in response to the NOP were included incorporated into the analysis of the Draft EIR;

2. A public scoping meeting for the SACRED HEART SCHOOLS MASTER PLAN PROJECT was held on December 3, 2009 at Town Hall, Atherton, California. The purpose of the scoping meeting was to present the proposed project to the public. Attendees were provided an opportunity to voice comments or concerns regarding potential effects of the proposed project and to make comments and suggestions on the scope of the EIR;

3. On April 13, 2010, the Draft EIR for the project was completed and circulated for public review and comment, was distributed to public agencies, local libraries, and persons requesting copies, and was made available for public review;

4. A Notice of Availability of the Draft EIR indicating that comments on the Draft EIR were due to ATHERTON by May 28, 2010, and that a public hearing would be held during the 45-day public review period on May 26, 2010 Atherton Town Hall was published in The Almanac, a newspaper of general circulation in Atherton, mailed to all property owners within 500' of the project site and posted

on the Town Bulletin Boards on April 13, 2010, was sent to individuals requesting such notice, posted on the Town website and was provided to the San Mateo County Clerk for posting April 13, 2010;

5. A public hearing was held by the Planning Commission on May 26, 2010 at Atherton Town Hall to hear testimony regarding the project and the Draft EIR for the project. Public comment was received and the public hearing was then closed;

6. Written comments on the Draft EIR were received from approximately one public agency, and three individual members of the public during the public review period;

7. After the close of the comment period, ATHERTON prepared the Responses to Comments document which contains all written and verbal comments received on the Draft EIR, response to those comments, and related text changes to the EIR. The Response to Comments together with the Draft EIR constitutes the Final EIR;

8. The Final EIR was released for agency and public review on June 11, 2010; and

9. The City Council held a public hearing on July 21, 2010 to consider certification of the Final EIR and approval of the project. The City Council reviewed and considered the information provided by those testifying, as well as the information provided in the EIR, staff reports, and supporting documentation.

## **Section 2. Substantive Findings and Findings Concerning Adequacy of the Final SEIR.**

The Atherton City Council finds as follows:

1. That the Final EIR prepared for the proposed SACRED HEART SCHOOLS MASTER PLAN PROJECT has been prepared, publicized, circulated, and reviewed in accordance with CEQA and the State CEQA Guidelines.

2. That the Final EIR constitutes an adequate, accurate, objective, and complete EIR in compliance with all applicable legal standards.

3. That the responses to comments provide clarification to the information contained in the Draft EIR and do not describe 1) a new substantial environmental impact resulting from the project or from a new mitigation measure; 2) a substantial increase in an environmental impact; or 3) a feasible project alternative or mitigation measure that clearly would lessen the environmental impacts of the project that has not been adopted. The new information provided in the Final EIR does not constitute "significant new information" within the meaning of CEQA so as to require recirculation of the Final EIR. (CEQA Guidelines Section 15088.5) and such information does not change the analysis or determinations of significance of potential impacts. The responses to comments demonstrate the Draft EIR contains sufficient mitigation measures to minimize or reduce impacts to a less than significant level; and revised language provided in the responses to comments is intended to clarify the required action and intent of the measures to ensure compliance.

4. The City Council finds that the Final EIR represents a good faith effort to achieve completeness and full environmental disclosure.

5. Pursuant to CEQA Guidelines Section 15096, the City Council has exercised its independent judgment and analysis, reviewed and considered the information contained in the Final EIR for the SACRED HEART SCHOOLS MASTER PLAN PROJECT, and considered the effects and impacts of the project as shown in the Final EIR.

6. The City Council finds that the Final EIR is an adequate informational document, and has provided this City Council and the public with full and fair disclosure of potential environmental impacts associated with the project. The City Council will consider this Final EIR prior to making its decision on the merits of the SACRED HEART SCHOOLS MASTER PLAN PROJECT.

#### Environmental Impacts Disclosed in the Final EIR

7. The City Council finds that the project described in the SACRED HEART SCHOOLS MASTER PLAN PROJECT EIR has certain impacts that are less than significant, which are fully and accurately identified in the Final EIR.

8. The City Council finds that the project described in the SACRED HEART SCHOOLS MASTER PLAN EIR could cause certain significant or potentially significant adverse environmental impacts, which are fully and accurately summarized in the Sacred Heart Schools Mitigation Monitoring Program, Exhibit A, attached hereto, incorporated herein by reference, and more fully described in the Final EIR. The City Council further finds that changes or alterations have been required in or incorporated into the project that will mitigate those impacts to less than significant levels as summarized in Exhibit A. Based on such findings, and the above statement of facts, the City Council hereby finds the significant or potentially significant adverse environmental effects posed by the project have been eliminated or reduced to a less than significant level. Findings of fact are supported by substantial evidence in the record in accordance with CEQA Guidelines Section 15091(b).

9. The City Council finds that the Final EIR analysis determines that there are no significant and unavoidable impacts that may not, or cannot be avoided if the Final EIR is approved.

#### Adoption of Mitigation Monitoring and Reporting Program

10. Pursuant to Public Resources Code Section 21081.6, the City Council hereby adopts a mitigation monitoring and reporting plan (Exhibit A) for the mitigation measures that were included in the Final EIR. The contents of this plan are set forth in Exhibit A, attached hereto and incorporated herein by this reference. This mitigation and reporting plan is designed to ensure future compliance with the mitigation measures adopted for the project described in the Final EIR. It will be implemented in accordance with all applicable requirements of CEQA and the State CEQA Guidelines. The City Council's decision to adopt the mitigation monitoring and reporting program includes acceptance of responsibility for mitigating or avoiding only the direct or indirect environmental effects of those parts of the project which it decides to carry out, finance, or approve.

NOW, THEREFORE, based on the record of this proceeding and the foregoing findings and determinations, the City Council of the Town of Atherton does hereby resolve and take the following actions:

1. Certification of the Final Environmental Impact Report prepared for the Sacred Heart Schools Master Plan Project. The City Council certifies the Final EIR as complete, adequate, and in compliance with CEQA and state and local guidelines. The Final EIR has been prepared in accordance with CEQA Section 15163. The EIR provides that any potentially significant adverse environmental effects posed by the project have been eliminated or reduced to a less than significant level, and all parts of the process were adequately noticed and provided an opportunity to comment in accordance with CEQA Section 15087.

2. Approval of the Sacred Heart Schools Master Plan Project. The City Council declares its intent to carry out the project, as described in the Final EIR.

3. Adoption of Mitigation Monitoring and Reporting Program. The City Council adopts the mitigation monitoring and reporting program as set forth in Exhibit A, and authorizes and directs the City Manager or his assigns to take all appropriate steps in accordance with such plan to ensure the required mitigation measures are carried out.

4. Notice of Determination. Upon certification of the Final EIR and approval of the SACRED HEART SCHOOLS MASTER PLAN PROJECT, the City Council directs the City Manager or his assigns to execute and file a Notice of Determination with the San Mateo County Clerk Recorder's Office and the California Office of Planning and Research State Clearinghouse in accordance with provision for the Implementation of CEQA advising of the City Council's approval of the project summarized in Exhibit A.

5. Administrative Record. ATHERTON is the custodian of the administrative record, including all CEQA documents and other background documents and materials, which constitute the record of the proceedings upon which the ATHERTON City Council's decision to certify the Final EIR is based. The administrative record is located at the ATHERTON administrative offices at 91 Ashfield Road, Atherton, CA 94027.

\* \* \* \* \*

*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 July, 2010, by the following vote:*

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

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Kathy McKeithen, MAYOR  
TOWN OF ATHERTON

ATTEST:

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Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

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Wynne Furth, City Attorney



**Sacred Heart Schools Mitigation Monitoring Program**

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
<b>AIR QUALITY</b>			
<p><b>Impact AQ-2:</b> Implementation of the proposed Project would not violate an air quality standard.</p>	<p><b>Mitigation Measure AQ-2.1 Construction/ Demolition Emissions</b></p> <p>Implementation of the following measures would reduce airborne dust by reducing and controlling loose soils in areas subject to dust creating activity. As a condition of the construction contracts, the Project sponsors shall require that construction contractors follow these construction practices:</p> <ul style="list-style-type: none"> <li>a. Water all active construction areas at least twice daily.</li> <li>b. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.</li> <li>c. Pave, apply water three times daily, or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas at the construction sites.</li> <li>d. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at the construction sites.</li> <li>e. Sweep public streets adjacent to construction sites daily (with water sweepers) if visible soil material is carried onto the streets.</li> <li>f. Hydroseed or apply non-toxic soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).</li> <li>g. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.).</li> <li>h. Limit traffic speeds on unpaved roads to 15 miles per</li> </ul>	<p>Applicant shall submit a dust control plan prior to issuance of a grading permit.</p>	<p>Town of Atherton Building and Public Works Departments and construction contractor</p>

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	<p>hour.</p> <ul style="list-style-type: none"> <li>i. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.</li> <li>j. Replant vegetation in disturbed areas as soon as possible.</li> <li>k. Wash off the tires or tracks of all trucks and equipment leaving the construction site.</li> <li>l. Install wind breaks at the windward sides of the construction areas</li> <li>m. Suspend excavation and grading activities when wind (as instantaneous gusts) exceeds 25 miles per hour.</li> </ul>		
<b>BIOLOGICAL RESOURCES</b>			
<p><b>Impact BIO-1:</b> Implementation of the proposed Project would not have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species.</p>	<p><b>Mitigation Measure BIO-1:</b> In order to reduce impacts to nesting birds, the following mitigation measures shall be implemented:</p> <ul style="list-style-type: none"> <li>• Any active raptor or other nests in the vicinity of proposed grading shall be avoided until young birds are able to leave the nest (i.e., fledged) and forage on their own. Avoidance may be accomplished either by scheduling grading and tree removal during the non-nesting period (September through February), or if this is not feasible, by conducting a pre-construction survey for raptor nests. Provisions of the pre-construction survey and nest avoidance, if necessary, shall include the following: <ul style="list-style-type: none"> <li>a) If grading is scheduled during the active nesting period (March through August), a qualified wildlife biologist shall conduct a pre-construction nesting survey no more than 14 days prior to initiation of grading to provide confirmation on presence or absence of active nests in the vicinity.</li> <li>b) If active nests are encountered, species-specific</li> </ul> </li> </ul>	<p>Applicant shall undertake pre-construction surveys for raptor nests.</p>	<p>Town of Atherton Town Arborist, Planning Department, Sacred Heart Schools, and construction contractor</p>

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	<p>measures shall be prepared by a qualified biologist in consultation with CDFG and implemented to prevent nest abandonment. At a minimum, grading in the vicinity of the nest shall be deferred until the young birds have fledged. A nest-setback zone of at least 300 feet shall be established for raptors and 100 feet for other birds within which all construction-related disturbances shall be prohibited. The perimeter of the nest-setback zone shall be fenced or adequately demarcated (e.g. high visibility fencing, staking or flagging), and construction personnel restricted from the area.</p> <p>c) If permanent avoidance of the nest is not feasible, impacts shall be minimized by prohibiting disturbance within the nest-setback zone until a qualified biologist verifies that the birds have either a) not begun egg-laying and incubation, or b) that the juveniles from the nest are foraging independently and capable of independent survival at an earlier date. A survey report by the qualified biologist verifying that the young have fledged shall be submitted to the Town of Atherton and CDFG prior to initiation of grading in the nest-setback zone.</p>		
<p><b>Impact BIO-5:</b> Implementation of the proposed Project would conflict with any local policies or ordinances protecting biological resources.</p>	<p><b>Mitigation Measure BIO-5:</b> In order to reduce impacts to Heritage trees, the following mitigation measures shall be implemented:</p> <p>The following mitigation measures represent a summary of the requirements of The Town of Atherton Tree Preservation Guidelines, Standards and Specifications (The Guide) as well as information provided in the Tree Reports and Tree Protection and Preservation Plans prepared for the Project areas and are recommended to avoid or minimize impacts to trees that may be affected by Project development. The complete Guide can be found in Appendix G and should be followed by the</p>	<p>Applicant shall undertake pre-grading surveys to confirm impacts to trees, avoidance, and protection measures.</p>	<p>Town of Atherton Town Arborist, Sacred Heart Schools, and construction contractor</p>

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	<p>applicant and applicant’s consultants and construction contractors.</p> <p>Avoidance and Minimization of Impacts</p> <ul style="list-style-type: none"> <li>• The Project arborist shall follow or accompany the survey crews no less than three days prior to the commencement of grading in order to confirm impacts to trees scheduled to be removed and to confirm avoidance of trees schedule for preservation. Should any adjustments to the total impact figures be necessary, the Project arborist shall immediately notify the Project proponent and the Project developer, which shall notify the Town of the revision.</li> <li>• The Project arborist shall identify and clearly mark the tree’s Tree Protection Zone (TPZ) in the field.</li> <li>• The Project arborist shall ensure that protective fencing is installed around the perimeter of the tree’s TPZ. The fence shall be a chain link fence with 6 foot high, minimum 12 gauge chain link fence. Fences are to be mounted on a 2-inch diameter galvanized iron posts, driven into the ground to a depth of at least 2-feet at no more than 10-foot spacing (See detail in Appendix III of The Guide). The Project arborist shall identify all trees requiring temporary fencing and shall verify that the fences are in place prior to commencement of grading operations within 20 feet of the dripline of any tree not scheduled for removal in the permit issued by the Town.</li> <li>• Tree fencing shall remain in place until the Town Arborist approves the removal</li> <li>• A warning sign shall be prominently displayed on each fence (See Appendix IV of The Guide). Signs are available at the Building Department.</li> <li>• Construction contract specifications shall require that no stockpiled soils, building material, parked</li> </ul>		

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	<p>equipment or vehicles shall be stored within the fenced TPZ areas.</p> <ul style="list-style-type: none"> <li>• Construction contract specifications shall include provision for temporary irrigation/watering and feeding of these trees, as recommended by a qualified arborist.</li> <li>• The Project’s arborist shall ensure the placement of four-inches of wood-chip mulch over the ground surface within the TPZ, leaving the trunk clear of mulch.</li> <li>• When areas within the TPZ cannot be fenced, a Root Buffer is required and shall cover the root zone.</li> <li>• Should any protected tree’s branches overlap the outer edge of the Project Grading Area and require pruning in order to allow grading to proceed, the pruning shall be performed or supervised by the Project arborist or certified arborist.</li> <li>• If trenching or pipe installation has been approved within the TPZ, then the trench shall be either cut by hand, air spade, or by mechanically boring the tunnel under the roots with a horizontal directional drill and hydraulic or pneumatic air excavation technology. In all cases, install the utility pipe, immediately backfill with soil and soak within the same day.</li> <li>• Any damage or injury to trees shall be reported within 6 hours to the Project Arborist and Town Arborist so that mitigation can take place. All mechanical or chemical injury to branches, trunk or to roots over 20inches in diameter shall be reported in the Monthly Inspection Report (refer to Section 2.05 of The Guide).</li> <li>• A mitigation program is required if the approved development will cause drought stress, dust accumulation or soil compaction to trees that are to be saved. Injury Mitigation guidelines shall be strictly adhered to in order</li> </ul>		

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	<p>to reduce impacts (refer to Section 2.04 of The Guide).</p> <ul style="list-style-type: none"> <li>• No other onsite trees to be preserved shall be encroached upon within their TPZ other than what is being described in the Tree Protection and Removal Plan unless approved by the Town Arborist.</li> <li>• No landscape, irrigation lines, utility lines and/or grade changes shall be designed and/or installed within the TPZ of any trees to be preserved, unless approved by the Town Arborist.</li> <li>• Weed Control – the use of soil sterilizers shall be prohibited under and around any trees to be preserved. Sterilizers may leach into the root system and kill the tree. Use of pre-emergent weed killers shall be prohibited within 100 feet of any individual trees to be preserved.</li> <li>• All work to this Project’s Heritage trees shall be in accordance with the Town of Atherton’s Heritage Tree Ordinance and specific treatment for Heritage Trees set forth in The Guide.</li> <li>• Examination of the trees to be preserved shall be performed monthly by a qualified arborist to insure that they are being adequately protected and maintained. Prior to the completion of the proposed Project, a qualified arborist shall certify that all concerned tree policies have been adhered to.</li> <li>• Copies of the proposed Project’s Tree Report and the Town of Atherton Tree Preservation Guidelines Standards and Specifications shall be maintained onsite during all Project construction.</li> </ul> <p><b>Mitigation Planting Program</b></p> <p>In addition to the above listed mitigations, Project landscape architects have developed a Mitigation Planting Program to mitigate the loss of site trees due to</p>		

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	<p>implementation of the Project as follows:</p> <p>The St. Joseph's portion of the Project is proposing 47 replacement trees for impacts to 21 Heritage trees. All Heritage oaks shall be replaced with 48" boxed coast live oak (<i>Quercus agrifolia</i>) at a 1:1 replacement ratio. All other species of Heritage trees shall be replaced with 15 gallon <i>Q. agrifolia</i> at a 3:1 replacement ratio in accordance with the Town of Atherton Heritage Tree Ordinance (Chapter 8.10). For the 41 additional ornamental trees that shall be impacted, 101 replacement plantings are planned (see Planting plans for sizes, species and locations).</p> <p>The West Fields portion of the Project is proposing no impacts to Heritage trees. For the 58 ornamental trees that will be impacted, 17 24" box California sycamore (<i>Platanus racemosa</i>) and 2 valley oak (<i>Quercus lobata</i>) replacement plantings are planned. In addition, 5 mature fruiting olive (<i>Olea europaea</i>) would be relocated (see Planting plans for sized, species and locations).</p> <p>As discussed above, prior to mitigation, the proposed impact to as many as 21 Heritage trees and 101 ornamentals site wide would constitute a potentially significant impact.</p> <p>Over the long-term (i.e., 10 years), the implementation of the conceptual Mitigation Planting Program would be sufficient to mitigate the proposed Project impacts on Heritage trees and other site trees. Over a period of 10 years, the growth of the replacement oaks and sycamores would be sufficient to provide seed production and nesting opportunities in the replacement tree stock to compensate fully for the loss of the mature trees proposed for removal.</p> <p>However, over the short-term, it is anticipated that, even with the implementation of the conceptual Mitigation</p>		

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	<p>Planting Program, the impact to Heritage trees would remain significant due to the loss of canopy coverage, seed production and nesting opportunities. As discussed in the preceding paragraph, this near-term significant impact should be mitigated to a less than significant level within 10 years following the completion of the conceptual Mitigation Planting Program.</p>		
<b>NOISE</b>			
<p><b>Impact NOISE-1:</b> Implementation of the proposed Project would result in construction noise that would result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project.</p>	<p><b>Mitigation Measure NOISE-1:</b> In order to reduce noise impacts, the following mitigation measures shall be implemented:</p> <ul style="list-style-type: none"> <li>• Notify neighboring residents of the schedule for heavy construction activities (such as demolition, grading and foundations).</li> <li>• To the extent practical, schedule the noisiest phases of construction (demolition, grading and foundations) during periods when students will not be occupying the closest classrooms to the construction areas (e.g. summer and seasonal breaks).</li> <li>• If it is not practical to schedule the heavy construction and demolition activities during summer months, work with the Town to evaluate the acceptability of working on some weekends, particularly for noisy activities that will occur close to classrooms. At these locations, equipment will be relatively far from homes and the noise would be further reduced by the acoustical shielding provided by the classroom buildings.</li> <li>• To the extent feasible, erect 8-foot tall continuous plywood barriers between the occupied school classrooms and the heavy construction activities.</li> <li>• Schedule construction, as feasible, so that the new structures can be partially finished for use as a noise buffer.</li> </ul>	<p>Applicant shall develop schedule and notify neighboring residents of schedule.</p>	<p>Town of Atherton Building Department, Sacred Heart Schools and construction contractor</p>

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	<ul style="list-style-type: none"> <li>• Ensure that mufflers in good condition are installed on internal combustion engine-equipment;</li> <li>• Locate stationary equipment such as generators and compressors away from nearby sensitive land uses (i.e., residences and classrooms).</li> <li>• Perform noisy procedures at an off-site location, as practicable.</li> <li>• Designate a site noise disturbance coordinator whose name will be prominently displayed in signage on the site. The coordinator will be responsible to address neighborhood and school concerns regarding noise and take appropriate actions, where feasible, to reduce noise levels.</li> </ul>		
<b>TRANSPORTATION/TRAFFIC</b>			
<p><b>Impact TRAF-1:</b> 2014 Intersection Level of Service Impacts</p> <p>1A. Valparaiso Avenue/Emilie Avenue</p>	<p><b>Mitigation Measure TRAF-1A:</b> (Valparaiso Avenue/Emilie Avenue Level of Service and Delay Impact)</p> <p>ALTERNATIVE A. Add a second lane on the Emilie Avenue intersection approach. Stripe the approach for one left and one right turn lane. (Reduces impact to level of insignificance, )</p> <p>ALTERNATIVE B. Add a left turn deceleration lane on the eastbound Valparaiso Avenue intersection approach as well as a refuge area in the Valparaiso Avenue median just east of the intersection to assist left turns from Emilie Avenue. (Reduces impact to level of insignificance, Provides a greater improvement in traffic flow than Alternative A.)</p> <p>ALTERNATIVE C. Combine Alternatives A&amp;B. (Reduces impact to level of insignificance, Provides a greater improvement in traffic flow than A or B individually.)</p>	<p>Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.</p>	<p>Town of Atherton Transportation Committee and City Council, and Public Works Department.</p>

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
<p><b>Impact TRAF-1:</b> 2014 Intersection Level of Service Impacts 1B. Valparaiso Avenue/Elena Avenue</p>	<p><b>Mitigation Measure TRAF-1B:</b> (Valparaiso Avenue/Elena Avenue Level of Service and Delay Impact) ALTERNATIVE A. Add a second lane on the Elena Avenue intersection approach. Stripe the approach for one left and one right turn lane. (Reduces impact to level of insignificance). ALTERNATIVE B. Add a left turn deceleration lane on the eastbound Valparaiso Avenue intersection approach as well as a refuge area in the Valparaiso Avenue median just east of the intersection to assist left turns from Elena Avenue. (Reduces impact to level of insignificance. Provides a greater improvement in traffic flow than Alternative A.) ALTERNATIVE C. Combine Alternatives A&amp;B. (Reduces impact to level of insignificance. Provides a greater improvement in traffic flow than A or B individually.) ALTERNATIVE D. Signalize the intersection and provide a left turn deceleration lane on the eastbound Valparaiso Avenue intersection approach. (Reduces impact to level of insignificance. Does not require Alt. A or C; requires the “left turn deceleration lane on the eastbound Valparaiso Avenue intersection approach” portion of B.</p>	<p>Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.</p>	<p>Town of Atherton Transportation Committee and City Council, and Public Works Department.</p>
<p><b>Impact TRAF-1:</b> 2014 Intersection Level of Service Impacts 1C. Valparaiso Avenue/Johnson Street</p>	<p><b>Mitigation Measure TRAF-1C:</b> (Valparaiso Avenue/Johnson Street Level of Service and Delay Impact) ALTERNATIVE A. Widen the Johnson Street intersection approach to provide room for a right turning vehicle to separate from a left turning vehicle. (Reduces impact to level of insignificance.) ALTERNATIVE B. Add a refuge area in the median area</p>	<p>Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.</p>	<p>Town of Atherton Transportation Committee and City Council, and Public Works Department.</p>

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	of Valparaiso Avenue just west of the intersection to assist left turns from Johnson Street (Reduces impact to level of insignificance. Provides a greater improvement in traffic flow than Alternative A.)		
<p><b>Impact TRAF-2:</b> 2014 Intersection Signal Warrant Impacts</p> <p>1B. Valparaiso Avenue/Elena Avenue</p>	<p><b>Mitigation Measure TRAF-2B:</b> (Valparaiso Avenue/Elena Avenue Signal Warrant Impact)</p> <p>Mitigation Measure 1B is the recommended mitigation. (Alternative A or B or a combination of A&amp;B if remaining unsignalized and Alternative D if signalized.)</p> <p>ALTERNATIVE A. Add a second lane on the Elena Avenue intersection approach.</p> <p>ALTERNATIVE B. Add a left turn deceleration lane on the eastbound Valparaiso Avenue approach as well as a refuge area in the median of Valparaiso Avenue just east of the intersection to assist left turns from Elena Avenue.</p> <p>ALTERNATIVE C. Combine Alternatives A &amp; B.</p> <p>ALTERNATIVE D. Signalize and add a left turn deceleration lane on the Valparaiso Avenue eastbound approach.</p>	<p>Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.</p>	<p>Town of Atherton Transportation Committee and City Council, and Public Works Department.</p>
<p><b>Impact TRAF-3:</b> 2014 Local Road Impacts</p> <p>3A. Emilie Avenue – North of Park Lane</p> <p>3B. Elena Avenue – North of Valparaiso Avenue</p> <p>3C. Elena Avenue – North of Park Lane</p>	<p><b>Mitigation Measures TRAF-3A to 3C:</b> (Emilie Avenue and Elena Avenue Local Street Impacts)</p> <p>Mitigation Measures 1A and 1B (Valparaiso Avenue/Emilie Avenue and Valparaiso Avenue/Elena Avenue intersections) would provide acceptable mitigation for Project traffic impacts to Emilie Avenue and Elena Avenue.</p>	<p>Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.</p>	<p>Town of Atherton Transportation Committee and City Council, and Public Works Department.</p>
<p><b>Impact TRAF-3:</b> 2014 Local Road Impacts</p> <p>3D. Park Lane – Between Emilie &amp; Elena Avenues</p> <p>3E. Park Lane – West of Elena Avenue</p>	<p><b>Mitigation Measures TRAF-3D &amp; 3E</b> (Park Lane Local Street Impacts)</p> <p>The Town of Atherton has directed based upon General Plan Circulation Element direction that no widening be considered for Park Lane. However, improvements to</p>	<p>Applicant shall propose an alternative to implement. Town of Atherton shall review</p>	<p>Town of Atherton Transportation Committee and City Council, and Public</p>

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	Park Lane intersections would be acceptable mitigation. Add a second lane to the southbound Elena Avenue approach to the Park Lane all-way stop intersection.	and approve or modify the alternative.	Works Department.
<p><b>Impact TRAF-4:</b> 2030 Intersection Level of Service Impacts</p> <p>4A. Valparaiso Avenue/Emilie Avenue</p>	<p><b>Mitigation Measure TRAF-4A:</b> (Valparaiso Avenue/Emilie Avenue Level of Service and Delay Impact)</p> <p>ALTERNATIVE A. Add a second lane on the Emilie Avenue intersection approach. Stripe the approach for one left and one right turn lane. (Reduces impact to level of insignificance, )</p> <p>ALTERNATIVE B. Add a left turn deceleration lane on the eastbound Valparaiso Avenue intersection approach as well as a refuge area in the Valparaiso Avenue median just east of the intersection to assist left turns from Emilie Avenue. (Reduces impact to level of insignificance, Provides a greater improvement in traffic flow than Alternative A.)</p> <p>ALTERNATIVE C. Combine Alternatives A&amp;B. (Reduces impact to level of insignificance, Provides a greater improvement in traffic flow than A or B individually.)</p>	Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.	Town of Atherton Transportation Committee and City Council, and Public Works Department.
<p><b>Impact TRAF-4:</b> 2030 Intersection Level of Service Impacts</p> <p>4B. Valparaiso Avenue/Elena Avenue</p>	<p><b>Mitigation Measure 4B:</b> (Valparaiso Avenue/Elena Avenue Level of Service &amp; Delay Impact)</p> <p>ALTERNATIVE A. Add a second lane on the Elena Avenue stop sign controlled approach. Stripe the approach for one left and one right turn lane.</p> <p>ALTERNATIVE B. Add a left turn deceleration lane on the Valparaiso Avenue eastbound intersection approach as well as a refuge area in the Valparaiso Avenue median just east of the intersection to assist left turns from Elena Avenue.</p> <p>ALTERNATIVE C. Combine Alternatives A &amp; B.</p>	Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.	Town of Atherton Transportation Committee and City Council, and Public Works Department.

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
<p><b>Impact TRAF-4:</b> 2030 Intersection Level of Service Impacts 4C. Park Lane/Elena Avenue</p>	<p><b>Mitigation Measure 4C:</b> Add a second lane to the southbound Elena Avenue intersection approach. (Reduces impact to level of insignificance.)</p>	<p>Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.</p>	<p>Town of Atherton Transportation Committee and City Council, and Public Works Department.</p>
<p><b>Impact TRAF-4:</b> 2030 Intersection Level of Service Impacts 4D. Valparaiso Avenue/Johnson Street</p>	<p><b>Mitigation Measure 4D:</b> (Valparaiso Avenue/Johnson Street Level of Service &amp; Delay Impact) ALTERNATIVE A. Widen the Johnson Street intersection approach to provide room for a right-turning vehicle to separate from a left-turning vehicle. ALTERNATIVE B. Add a refuge area in the median of Valparaiso Avenue just west of the intersection to assist left turns from Johnson Street.</p>	<p>Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.</p>	<p>Town of Atherton Transportation Committee and City Council, and Public Works Department.</p>
<p><b>Impact TRAF-5:</b> 2030 Intersection Signal Warrant Impacts 5B. Valparaiso Avenue/Elena Avenue</p>	<p><b>Mitigation Measure 5B:</b> (Valparaiso Avenue/Elena Avenue Signal Warrant Impact) Mitigation Measure 4B is the recommended mitigation. (Alternative A or B or a combination of A&amp;B if remaining unsignalized and Alternative D if signalized.) ALTERNATIVE A. Add a second lane on the Elena Avenue intersection approach. ALTERNATIVE B. Add a left turn deceleration lane on the eastbound Valparaiso Avenue approach as well as a refuge area in the median of Valparaiso Avenue just east of the intersection to assist left turns from Elena Avenue. ALTERNATIVE C. Combine Alternative A &amp; B. ALTERNATIVE D. Signalize and add a left turn deceleration lane on the eastbound Valparaiso Avenue approach.</p>	<p>Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.</p>	<p>Town of Atherton Transportation Committee and City Council, and Public Works Department.</p>
<p><b>Impact TRAF-6:</b> 2030 Local Road Impacts</p>	<p><b>Mitigation Measure 6A to 6C</b> (Emilie Avenue/Elena</p>	<p>Applicant shall</p>	<p>Town of</p>

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
6A. Emilie Avenue – North of Park Lane 6B. Elena Avenue – North of Valparaiso Avenue 6C. Elena Avenue – North of Park Lane	Avenue Impacts) The Town of Atherton has directed that no widening be considered for either Elena Avenue or Emilie Avenue. However, they have also directed that intersection improvements along each roadway that would reduce delay and improve level of service would be considered adequate mitigation for any Project volume increases along local streets where Base Case daily volumes would already be greater than 1,000 vehicles. Mitigation Measures 4A and 4B (Valparaiso Avenue/Emilie Avenue and Valparaiso Avenue/Elena Avenue intersections) would provide acceptable mitigation for Project traffic impacts to Emilie Avenue and Elena Avenue.	propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.	Atherton Transportation Committee and City Council, and Public Works Department.
<b>Impact TRAF- 6:</b> 2030 Local Road Impacts 6D. Park Lane – Between Emilie & Elena Avenues 6E. Park Lane – West of Elena Avenue	<b>Mitigation Measure 6D to 6E</b> (Park Lane Local Street Impacts) The Town of Atherton has directed that no widening be considered for Park Lane. However, improvements to Park Lane intersections would be acceptable mitigation. Add a second lane to the southbound Elena Avenue approach to the Park Lane all-way stop intersection.	Applicant shall propose an alternative to implement. Town of Atherton shall review and approve or modify the alternative.	Town of Atherton Transportation Committee and City Council, and Public Works Department.
<b>Impact TRAF-7:</b> Construction Traffic Impacts	<b>Mitigation Measure 7:</b> Construction Traffic Impacts The applicant shall develop and get approval from the Town of Atherton Public Works Department for a construction/demolition traffic management plan before inception of any work. Project truck traffic or oversize vehicle activity shall be limited to the hours between 8:30 AM and 3:00 PM. The Town of Atherton Public Works Department and the school shall document pavement conditions on Park Lane and Elena Avenue before and after the Project. The applicant shall be responsible for repair of any pavement	Applicant shall submit a construction and demolition traffic management plan prior to inception of work.	Town of Atherton Public Works Department.

Environmental Impacts	Mitigation Measures	Time Frame/Monitoring Milestone	Responsible Monitoring Party
	degradation due to Project truck activity.		
<i>Source: Sacred Heart Schools Master Plan EIR, 2010.</i>			

**FINAL**

# **ENVIRONMENTAL IMPACT REPORT**

**FOR THE**

## **SACRED HEART SCHOOLS MASTER PLAN EIR**

**STATE CLEARINGHOUSE #2009112052**

**LEAD AGENCY:**

THE TOWN OF ATHERTON  
91 ASHFIELD ROAD  
ATHERTON, CA 94027

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



CHRISTOPHER A. JOSEPH & ASSOCIATES  
Environmental Planning and Research

**JUNE 2010**



**SACRED HEART SCHOOLS MASTER PLAN PROJECT**  
**FINAL ENVIRONMENTAL IMPACT REPORT**

**PREPARED FOR:**

Town of Atherton  
Attn: Neal Martin  
91 Ashfield Road  
Atherton, CA 94027

**APPLICANT:**

Sacred Heart Schools  
150 Valparaiso Avenue  
Atherton, CA 94027

**PREPARED BY:**

Christopher A. Joseph & Associates  
115 Sansome Street, Suite 1002  
San Francisco, CA 94104

June 2010  
SCH#2009112052



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# I. INTRODUCTION

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In accordance with Section 15088 of the State of California Environmental Quality Act (CEQA) Guidelines, the Town of Atherton (Town), as the lead agency, has evaluated the comments received on the Draft Environmental Impact Report (DEIR) (State Clearinghouse No. 2009112052) for the Sacred Heart Schools Master Plan and has prepared responses to the comments received. The responses to the comments, which are included in this volume of the DEIR, together with the DEIR, comprise the Final EIR for use by the Town in their review of the Sacred Heart Schools Master Plan.

The Draft EIR was distributed for a 45-day public review period by the Town on April 13<sup>th</sup>, 2010. The comment period on the Draft EIR ended on June 2<sup>nd</sup>, 2010. A Draft EIR Public Review Meeting was held on May 26<sup>th</sup>, 2010 at the Town of Atherton Planning Commission for the purpose of soliciting comments.

This Response to Comments document is organized into four sections:

- **Section I – Introduction**
- **Section II – List of Commentors:** Provides a list of the agencies, organizations, and individuals that commented on the Draft EIR.
- **Section III – Responses to Comments:** Includes a copy of all letters received and provides responses to comments included in those letters. These explain the Draft EIR analysis, support the Draft EIR conclusions, or provide information or corrections, as appropriate. For reading ease, this section is organized with the responses to each letter immediately following the letter.
- **Section IV – Revisions to the Draft EIR:** Includes an addendum listing refinements and clarifications, which have been incorporated into the text of the Draft EIR.

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## II. LIST OF COMMENTERS

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### WRITTEN COMMENTS

The Draft EIR comment period extended from April 13<sup>th</sup>, 2010 to June 2<sup>nd</sup>, 2010. Written comments were received from the following agencies and private parties:

**Table II-1**  
**Comments Received on the Sacred Heart Schools Park Master Plan Draft EIR**

<b>Author Code</b>	<b>Date of Correspondence</b>	<b>Commenter</b>
<b>Public Agencies</b>		
MP	May 28, 2010	City of Menlo Park
SCH	May 28, 2010	Governor's Office of Planning and Research, State Clearinghouse and Planning Unit
<b>Private Parties</b>		
SHS-Memo	April 26, 2010	Sacred Heart Schools
SHS-BT	May 25, 2010	Sacred Heart Schools, Board of Trustees
SHS-SD	May 25, 2010	Sacred Heart Schools, Sandy Dubinsky

### ORAL COMMENTS

A Draft EIR Public Review Meeting was held on May 26<sup>th</sup>, 2010 at the Town of Atherton Planning Commission for the purpose of soliciting comments. No oral comments were received regarding the analysis in the Draft EIR.

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## **III. RESPONSES TO COMMENTS**

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### **A. INTRODUCTION**

This section contains responses to all written comments received on the Draft EIR. The Lead Agency received a total of five comment letters on the Draft EIR during the 45-day public comment period. Each comment letter has been assigned an author code, and individual comments within the letter have been bracketed and numbered.

The Draft EIR was distributed for a 45-day public review period by the Town of Atherton on April 13<sup>th</sup>, 2010. The comment period on the Draft EIR ended on June 2<sup>nd</sup>, 2010. The Town provided the Draft EIR on its website and in hardcopy format at the following places:

Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

Town of Atherton Permit Center  
83 Dinkelspiel (Station) Lane  
Atherton, CA 94027

Atherton Library  
2 Dinkelspiel (Station) Lane  
Atherton, CA 94027

The Town used several methods to elicit comments on the Draft EIR including sending copies of the Draft EIR to the State Clearinghouse for distribution to State agencies and posting of a Notice of Availability for the Draft EIR at the San Mateo County Clerk's Office with information on where to view the Draft EIR and submit comments. Additionally, a Draft EIR Public Review Meeting was held on May 26<sup>th</sup>, 2010 at a Town of Atherton Planning Commission meeting for the purpose of soliciting comments.

### **B. COMMENTS AND RESPONSES**

The comment letters, oral comments, and responses are provided on the following pages.

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STATE OF CALIFORNIA  
GOVERNOR'S OFFICE of PLANNING AND RESEARCH  
STATE CLEARINGHOUSE AND PLANNING UNIT

ARNOLD SCHWARZENEGGER  
GOVERNOR May 28, 2010

CYNTHIA BRYANT  
DIRECTOR

Neal Martin  
City of Atherton  
91 Ashfield Road  
Atherton, CA 94027

Subject: Sacred Heart Schools Master Plan Project  
SCH#: 2009112052

Dear Neal Martin:

The State Clearinghouse submitted the above named Draft EIR to selected state agencies for review. The review period closed on May 27, 2010, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

SCH-1

Sincerely,

Scott Morgan  
Acting Director, State Clearinghouse

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**STATE CLEARINGHOUSE (SCH)**

***Response to SCH-1***

The comment letter acknowledges receipt and distribution of the Draft EIR and the Town's compliance with State Clearinghouse review requirements for the Project.

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RICHARD CLINE  
MAYOR

JOHN BOYLE  
VICE MAYOR

ANDREW COHEN  
COUNCIL MEMBER

HEYWARD ROBINSON  
COUNCIL MEMBER

KELLY FERGUSSON  
COUNCIL MEMBER



701 LAUREL STREET, MENLO PARK, CA 94025-3483  
www.menlopark.org

May 28, 2010

Neil Martin  
Town Planner  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

**Building**  
TEL 650.330.6704  
FAX 650.327.5403

**City Clerk**  
TEL 650.330.6620  
FAX 650.328.7935

**City Council**  
TEL 650.330.6630  
FAX 650.328.7935

**City Manager's Office**  
TEL 650.330.6610  
FAX 650.328.7935

**Community Services**  
TEL 650.330.2200  
FAX 650.324.1721

**Engineering**  
TEL 650.330.6740  
FAX 650.327.5497

**Environmental**  
TEL 650.330.6763  
FAX 650.327.5497

**Finance**  
TEL 650.330.6640  
FAX 650.327.5391

**Housing & Redevelopment**  
TEL 650.330.6706  
FAX 650.327.1759

**Library**  
TEL 650.330.2500  
FAX 650.327.7030

**Maintenance**  
TEL 650.330.6780  
FAX 650.327.1953

**Personnel**  
TEL 650.330.6670  
FAX 650.327.5382

**Planning**  
TEL 650.330.6702  
FAX 650.327.1653

**Police**  
TEL 650.330.6300  
FAX 650.327.4314

**Transportation**  
TEL 650.330.6770  
FAX 650.327.5497

Dear Mr. Martin,

The City of Menlo Park would like to take this opportunity to provide comments on the Draft Environmental Impact Report (DEIR) for the Sacred Heart School Master Plan Project.

The City of Menlo Park supports improvements to the schools, but has a few comments related to the current information provided. Menlo Park would like to engage in an open dialogue regarding the Sacred Heart School Master Plan and move forward to resolve all concerns related to the project. The following items should be considered thoroughly as the project proceeds forward:

- The DEIR should clearly indicate whether the mitigation measures for Johnson Street and Valparaiso Avenue within Menlo Park are feasible. The mitigation measures should be offered to the City of Menlo Park for a decision on whether to implement.
- An encroachment permit will be required from the City prior to construction activities in the public right of way. Any proposed improvements within the City's right-of-way would need approval from the City of Menlo Park.

MP-1

MP-2

MP-3

The City of Menlo Park would like continued cooperation to work on the issues described above as well as a response from the Town of Atherton.

Sincerely,

Chip Taylor  
Transportation Manager

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**CITY OF MENLO PARK (MP)**

***Response to MP-1***

This introductory comment relates to support of schools and a request for dialogue on the Sacred Heart Schools Master Plan and future projects associated with it. The comment does not contain any comments relevant to the Draft EIR and no further response is required.

***Response to MP-2***

All mitigation measures listed in the Draft EIR are feasible measures. The Town of Atherton has requested a meeting with the City of Menlo Park to discuss the proposed mitigation measures located within Menlo Park boundaries, including their feasibility and desirability.

***Response to MP-3***

The Town of Atherton would apply for all permits required by the City of Menlo Park for implementation of mitigation measures. The comment does not contain any comments relevant to the Draft EIR and no further response is required.

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Sacred Heart Schools submits the following minor clarifications and technical revisions regarding the Project Description contained in the Sacred Heart Schools Master Plan Project Draft Environmental Impacts Report (“Draft EIR”). We respectfully request that the Town incorporate these minor clarifications into the Final EIR.

SHS-Memo-1

1. Summary Revisions

- a. Pg II-3- executive summary; states 3 alternatives then lists 4.

SHS-Memo-2

2. Project Description Revisions

- a. Figure III-8 view 10 states Sigall Hall, but the building should be referenced as the “Morey Building”

SHS-Memo-3

- b. Pg III-11 identifies the relocation of Prep athletic fields as part of IS/MND. The EIR should be revised to clarify that the IS/MND did not cover the relocation of the Prep athletic fields.

SHS-Memo-4

- c. Pg III-12 states 99,000 sq. ft added to SJSH. The Draft EIR correctly identifies the project components, however we note that the Draft EIR project description also included all new construction on campus not just SJSH. Accordingly, the 99,000 square foot reference overstates the amount of actual proposed building construction and should be replaced with 80,555 square feet.

SHS-Memo-5

- d. Pg III-14 there is a typo “33 areas” should read “33 acres”

SHS-Memo-6

- e. Pg III-17 We note that the Draft EIR contains several minor inaccuracies in the proposed building square footages when compared to the proposed Master Plan Update attached as Appendix A to the Draft EIR. Table III-1 indicates that the Demolished SF is 64,394 square feet. The total square footage for building demolition would be 92,234 not 64394. Additionally, the sq footage of Sigall- should read 21,000 in both columns; The Castle under demolished column should be 1,000; new construction (SF) should read 127, 055.

SHS-Memo-7

- f. Pg III-18 Phase two includes restroom/concession stand- this was moved to Phase one

SHS-Memo-8

- g. PG IV.G-5 Alejandra is mistakenly called Alexandra Avenue

SHS-Memo-9

- h. Pg IV.G-31 and 32. The Draft EIR correctly notes that the number of new students associated with the proposed buildings would be 116 students. Nonetheless, it is important to clarify that SHS has agreed to cap the number of new students at 114 students. The 114 student increase is referenced correctly throughout the Draft EIR.

SHS-Memo-10

- i. Table II-1, pg II-13- states 5 olives to be transplanted- only 3 are indicated.

SHS-Memo-11

- j. Table IVG-8 pg IV G-32 the total of new students is incorrect it should read 114. [see comment revision above.]

SHS-Memo-12

k. APPENDIX

- i. Table C1.2- Nibbi Brothers should read Pfau Architecture

SHS-Memo-13

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**SACRED HEART SCHOOLS MEMO (SHS-MEMO)*****Response to SHS-MEMO-1***

This introductory comment requests that the Town incorporate minor clarifications into the Final EIR. The comment does not contain any comments relevant to the Draft EIR and no further response is required.

***Response to SHS-MEMO-2***

The comment notes that page II-3 incorrectly states that three alternatives to the Project were analyzed. Therefore, page II-3 is revised as follows:

~~Three~~ Four alternatives were analyzed that would feasibly attain most of the basic project objectives, but would avoid or substantially lessen some of the significant effects of the Project. These alternatives include the following:

***Response to SHS-MEMO-3***

Figure III-8 has been revised to as follows:

View 10: View of ~~Sigall Hall~~ Morey Building from Elena Avenue Parking Area.

***Response to SHS-MEMO-4***

The comment states that the January 2, 2008 Science and Student Life Building Project Initial Study/Mitigated Negative Declaration (IS/MND) included the relocation of the Preparatory School Athletic Field. The IS/MND included the removal of the existing softball field, not the Preparatory School Athletic Field. Therefore, page III-12 has been revised as follows:

An Initial Study/Mitigated Negative Declaration (IS/MND) was certified for the Science and Student Life Building Project on January 2, 2008. The IS/MND also analyzed the impacts of the demolition of the Morey Building; Quadrangle landscaping improvements; renovations to the Sigall Building and McGanney Sports Center; relocation of the ~~Preparatory School Athletic Field~~ existing softball field; and new and updated sewer, water, and other utility lines.

***Response to SHS-MEMO-5***

The comment is correct. Building construction would be 80,555 sf for the St. Joseph's campus.

Page III-12 is revised as follows:

**Building Construction.** The Project proposes the construction of an approximately 21,400 square-foot two-story Lower School and an approximately 30,850 square-foot two-story Middle School (including a one-story addition for administrative offices and Chapel) for the St. Joseph's campus. The St. Joseph's

campus would be relocated from its existing location along Emilie Avenue and moved closer to Park Lane and closer to the middle of the campus. A new approximately 6,360 square-foot Library, 21,900 square-foot St. Joseph's Assembly Hall and Performing Arts classrooms, Graduation Court, and Entry Court would be constructed as part of this complex. These buildings would all be one story. Building square footage constructed on the St. Joseph's campus would total approximately ~~99,000~~ 80,555 square feet.

#### ***Response to SHS-MEMO-6***

The comment points out a typographic error on page III-14, where 33 areas is states instead of 33 acres.

Page III-14 is revised as follows:

Stormwater retention devices, including the use of bioswales and underground retention tanks, would be installed throughout the campus. Impervious surfaces on the site currently total 33 ~~areas~~ acres or approximately 46 percent of the Project site.

#### ***Response to SHS-MEMO-7***

The comment notes some inaccuracies in Table III-1 on page III-17. The comment notes that Demolished SF should be shown as a total of 92,234. However, although the square footage of Morey was listed in the table under Demolished SF, its demolition was covered in the 2008 IS/MND and was the square footage was not included in the calculations of demolition that would occur under the Project. Additional text has been added to the Footnote 2 to clarify. Additionally, Table III-1 does include other errors that are corrected below.

Page III-17, Table III-1 is revised as follows:

**Table III-1  
Sacred Heart Schools Campus  
Existing and Proposed Square Footage**

<b><i>Building</i></b>	<b><i>Existing (SF)</i></b>	<b><i>Demolished (SF)</i></b>	<b><i>New Construction (SF)</i></b>	<b><i>Proposed (SF)</i></b>
Main	68,008	—		68,008
Gym - McGanney	27,840	27,840	40,000 <sup>1</sup>	40,000
Sigall	21,000	—		21,000
Morey	17,950	17,950 <sup>2</sup>		—
Gate House	2,600	2,600	3,500 <sup>3</sup>	3,500
The Castle	1,000	1,000		—
Maintenance	1,000	—		1,000

**Table III-1  
Sacred Heart Schools Campus  
Existing and Proposed Square Footage**

Barn—Grounds Shop	2,400	—		2,400
Montessori	7,480	—		7,480
Foley Center	5,840	5,840		—
St. Joseph's #400	4,225	4,225		—
St. Joseph's #300	7,796	7,796		—
St. Joseph's #100	17,028	17,028		—
St. Joseph's #200	7,955	7,955		—
Speiker Pavilion	31,465	—		31,465
Campbell Center	28,000	—		28,000
Aquatic Center	2,000	—		2,000
Field House	7,700	—		7,700
Science & Student Life	44,100	—		44,100
St. Joseph's Lower	—	—	21,424	21,424
St. Joseph's Middle	—	—	30,853	30,853
Library	—	—	6,363	6,363
St. Joseph's Lower Assembly Hall/Performing Arts	—	—	21,915	21,915
Concession/Restrooms	—	—	3,000	3,000
<b>Total</b>	<b>305,387</b>	<b>64,394</b> <del>284</del>	<b>99,215</b>	<b>340,208</b>
<p><sup>a</sup> Footnote:  <sup>1</sup> 12,610 square feet of new construction.  <sup>2</sup> Morey Hall demolition previously analyzed in Science and Student Life Building IS/MND, January 2, 2008 <u>and therefore the square footage is not considered as part of the demolition totals.</u>  <sup>3</sup> 900 square feet of new construction.  Source: Sacred Heart Schools, 2010.</p>				

### **Response to SHS-MEMO-8**

The comment states that the restroom and concession stand component was moved from Phase One to Phase Two.

Page III-18 is revised as follows:

The Project would be constructed in two phases. Phase One would occur from 2010 through 2012 and would include the St. Joseph's campus improvements, realignment of sports fields, roadway and entry improvements, parking facilities, the changing areas/restrooms/concession stand and storage, and landscaping and pedestrian improvements. The St. Joseph's campus improvements would be constructed in a single phase over approximately 15 to 18 months. Buildings 300 and 400 and Foley Center would be demolished at the start of the St. Joseph's phase of the Project. The 100 and 200 building will be

demolished once the new Lower School building is completed. Temporary classrooms will be used during the building phase.

Phase Two would occur from 2012 to 2014 and would include the construction of the McGanney Sports Center replacement (including a Practice Gym), ~~the changing areas/restrooms/concession stand and storage,~~ and renovations to the maintenance shop area. Renovations to the maintenance shop area would be to create a new central delivery point and would include a new access roadway.

***Response to SHS-MEMO-9***

The comment points out a typographic error on page IV.G-5 where Alejandra Avenue is mistakenly called Alexandra Avenue.

Page IV.G-5 is revised as follows:

**Emilie Avenue** is a two-lane north-south street extending between Valparaiso Avenue and ~~Alexandra~~ Alejandra Avenue.

***Response to SHS-MEMO-10***

Comment noted. A total student cap of 1,196 students has been utilized for analysis purposes.

***Response to SHS-MEMO-11***

The commenter notes a discrepancy in Table II-1, pg II-13 that states 5 olives are to be transplanted but that only three are indicated on the plan.

Three olives have been evaluated for their potential to be trans-located during project implementation. It is the intent of the Landscape Architect to transplant at least 2 more mature olives on site during project implementation. There are several mature olives on site that may be impacted during project build out but not all of them have been evaluated for their potential to be relocated. As indicated in the response to Bio Comment -2 above, the disposition of all site trees will be submitted to the Town prior to commencement of project implementation.

No modifications to the EIR are necessary.

***Response to SHS-MEMO-12***

Comment noted. A total student cap of 1,196 students has been utilized for analysis purposes.

***Response to SHS-MEMO-13***

Appendix Table C1.2 incorrectly states that the architect for the Field House is Nibbi Brothers and should be revised as Pfau Architecture.

Appendix Table C1.2 is revised as follows:

Field House	7700	2007	<del>Nibbi Brothers</del> <u>Pfau Architecture</u>	Locker rooms, bathrooms, bleachers on top
-------------	------	------	---	---

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SACRED HEART SCHOOLS  
 ATHERTON

May 25, 2010

Mr. Neal Martin  
 Town Planner  
 Town of Atherton  
 91 Ashfield Road  
 Atherton, CA 94027

Dear Mr. Martin,

Since 1898, Sacred Heart Schools, Atherton (SHS) has provided an exceptional education to thousands of children in San Francisco Bay Area Peninsula. This historic and treasured school within the Atherton/Menlo Park community has been through a perpetual evolution throughout its 100-year history – from a small convent school for girls, to the dynamic and diverse coed campus it is today. Moving forward, as we plan for our next 100 years, Sacred Heart Schools will continue to evolve while remaining true to our heritage, committed to excellence, and preserving the beauty and historical nature this school represents within the community.

As guardians of this treasured landmark, we, the Board of Trustees (BOT) for Sacred Heart Schools, are committed to preserving and maintaining the rural nature of the schools' 63-acre campus. As the schools expand and transform to meet the needs of the future for our students, it will be our priority to respect and maintain the natural integrity of the land as much as possible. It is with this desire that the Board will work to ensure that the mitigation measures that have been recommended in the Environmental Impact Report with regards to Air Quality, Noise and Biological Resources will be adhered to. In regard to the Traffic Mitigations, the school has already met with Town representatives and is working towards a decision that should be mutually acceptable to Sacred Heart Schools and the Town in order to mitigate project-generated traffic impacts to a less-than-significant level.

Sustainability and eco-friendly practices are important to the schools' administration. These subjects are taught and employed throughout the campus and is in concert with SHS' *Goals and Criteria* -- to teach respect for creation and prepare our students to be stewards of the earth's resources. This commitment to respect the earth and nature has led to the building of the environmentally-friendly and state-of-the-art Michael J. Homer Science and Student Life Center. The Homer Center is the first in the country to receive certification as a Platinum-level Leadership in Energy and Environmental Design (LEED) for Schools - the highest LEED rating a school building can receive from the U.S. Green Building Council (USGBC).

In addition, SHS supports sustainability through its own 10,000-square-foot organic garden on campus. It is the first school in San Mateo County to be approved by the Department of Environmental Health Services Division to use fruits and vegetables from its garden for preparation and food service in its school cafeteria. Response has been positive from the town of Atherton in SHS' commitment to employ green practices on campus.

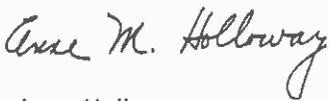
SHS-BT-1

It is our aspiration to celebrate the beauty, charm and historical nature of Sacred Heart Schools with the community today and for the future. We foster an open partnership and collaborate with the surrounding community on issues and concerns based on integrity and trust. We strongly believe in "doing the right thing" for all involved. We hope to build upon the core community element of SHS and strengthen the bonds even further with our neighbors and friends to embrace the schools' development.

The BOT supports building the new Lower and Middle Schools campus. The new campus will enhance and uphold the schools' commitment to providing the best possible education for its students to set them up for success in the 21<sup>st</sup> century.

SHS-BT-1

Sincerely,



Anne Holloway  
Chair  
Board of Trustees  
Sacred Heart Schools  
Atherton Resident



Maryan Ackley  
Board of Trustees  
Sacred Heart Schools  
Atherton Resident



Maude Brezinski  
Board of Trustees  
Sacred Heart Schools



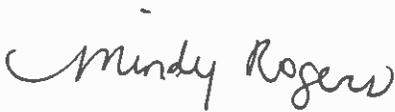
Richard A. Dioli  
Board of Trustees  
Sacred Heart Schools



Elizabeth Dunlevie  
Past Chair  
Board of Trustees  
Sacred Heart Schools  
Atherton Resident



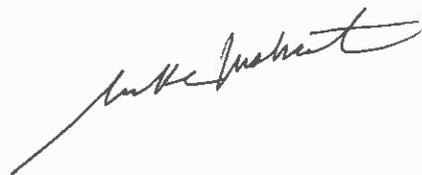
Susanne Sutherland  
Board of Trustees  
Sacred Heart Schools



Mindy Rogers  
Past Chair  
Board of Trustees  
Sacred Heart Schools  
Atherton Resident



Steve Rudolph  
Board of Trustees  
Sacred Heart Schools



Michael Wishart  
Board of Trustees  
Sacred Heart Schools

**SACRED HEART SCHOOLS, BOARD OF TRUSTEES (SHS-BT)**

***Response to SHS-BT-1***

This letter was submitted by the Sacred Heart Schools Board of Trustees describing their support of the project, commitment to implementing the mitigation measures, and commitment to sustainable operations. The comment does not contain any comments relevant to the Draft EIR and no further response is required.

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SACRED HEART SCHOOLS  
 ATHERTON

May 25, 2010

Mr. Neal J. Martin, Town Planner  
 The Town of Atherton  
 91 Ashfield Road  
 Atherton, CA 94072

Re: Sacred Heart Schools Master Plan Draft EIR (SCH #2009112052)

Dear Neal:

Thank you for the opportunity to offer our comments regarding the Draft Environmental Impact Report for the Sacred Heart Schools Master Plan (SCH # 2009112052) (“Draft EIR”). On behalf of Sacred Heart Schools, I wish to extend the Schools’ appreciation to the Town of Atherton (“Town”) and its consultants for the preparation of the environmental document for our proposed Master Plan Project. The Town has conducted a thorough analysis of the project, and we appreciate the information and analysis contained in the document.

SHS-SD-1

To assist you in your deliberations regarding the EIR, Sacred Heart Schools Master Plan and associated entitlements, we offer the following comments to clarify and amplify the analysis contained in the Draft EIR. Our comments supplement our memorandum dated April 26, 2010, which included a list of items related to the Project Description that required further clarification and minor revisions to maintain consistency with our Master Plan submittal.

**Summary**

Please update the summary to reflect any adjustments to the environmental topic sections that are revised in response to our comments below.

SHS-SD-2

**Project Description**

We offer the following comments regarding the Project Description for the Town’s consideration.

SHS-SD-3

Pages III - 20-21, Table III-3. We request that the discussion regarding the list of discretionary permits and approvals further clarify that some of the permits or approvals indicated in Table III-3 are not, in fact, discretionary. For example, the approval of sewer hook-ups and fire-suppression systems and the SWPPP would be considered ministerial and handled as matter of compliance with standard public works conditions of approvals prior to issuance of building permits. Because these permits simply would require plan check or sign-off by the applicable official, rather than some form of discretionary decision-making, we request that Table III-3 be revised to provide further clarification in order to minimize any questions regarding the nature of any future decisions about the project.

SHS-SD-3

**Geology/Soils**

Page IV. A-5, Geology/Soil, Second Para. The 4<sup>th</sup> sentence of the second paragraph indicates that a Geotechnical Report was prepared for the St. Joseph’s School buildings and would be prepared for any future structures on the site. The sixth sentence of this paragraph also states a Geotechnical Report would be prepared for all future facilities and structures constructed for the Project. Please clarify what is meant by “future structures.” Does this mean that a geotechnical report will be needed for installation of fences or signs, for example?

SHS-SD-4

**Biological Resources**

Page IV.D.-24, Mitigation Measure BIO-1. Sacred Heart Schools understands the need for mitigation measures to reduce potential impacts to raptors and nesting habitat. Nonetheless, the 300 foot distance appears to extend beyond the boundaries of the Project Site and into the neighbors’ yards. Consequently, we request that the Town clarify that the 300-foot distance (for raptors) would apply only to activities on the Sacred Heart Schools property that occur during the active nesting period of March through August. Also, please confirm our understanding that Mitigation Measure BIO-1 would allow the School to proceed with construction activities during the nesting season and within the 300-foot distance. In the event that the School is unable to defer construction until after the active raptor nesting season, the School may proceed with such activities, provided that the young have fledged in accordance with Mitigation Measure BIO-1. Additionally, please confirm that Sacred Heart Schools may select the qualified biologist.

SHS-SD-5

Page IV. D-25, Impact BIO-5: For purposes of consistency with the Master Plan, we note the following minor revisions regarding the tree impact estimates:

SHS-SD-6

“The removal of and or encroachment on ~~21~~ 16 Heritage trees, 6 of these trees are oaks, and ~~101~~ 94 ornamentals site wide would constitute a potentially significant impact. In addition, buildout of the Master Plan would involve the removal of and/or encroachment on additional trees including Heritage trees.”

SHS-SD-6

Page IV.D-28, Mitigation Measure BIO-5. The Draft EIR indicates that the Mitigation Planting Program will mitigate near-term significant impacts to a less than significant level. We believe it is important to clarify that the Mitigation Planting Program will address the near-term and long-term impacts due to tree removal given the significant tree replacement measures included in the Mitigation Planting Program. We also request that the EIR clarify that the proposed number of trees to be replaced is 45 Heritage trees and 111 ornamental trees for the Lower and Middle School project. For the West Fields phase, 19 trees will be planted; of these 19 trees, 2 trees will be Valley Oaks.

SHS-SD-7

**Transportation/Traffic**

Page IV.G-14, Vehicle Queuing. We were unable to locate Appendix Table B. Is this table found in the traffic appendix?

SHS-SD-8

Figure IV.G-15, Please note that Figure IV.G-15 should be revised to clarify that the entrance from Park Lane is ONE WAY inward. The exit “I” is ONE WAY outbound. There should not be any exiting traffic counted at “A” in these figures.

SHS-SD-9

Page IV.G-16, Vehicle Queuing. We were unable to locate Appendix X. Is this data found in the traffic appendix?

SHS-SD-10

Page IV.G-19, Traffic. Please clarify the reason for a gap between 2014 and 2030 conditions if the maximum student enrollment would be projected to occur in 2014. Is the 2030 analysis also intended to cover cumulative conditions?

SHS-SD-11

Page IV.G-20, Traffic. Please clarify if a 1 percent per year growth rate was applied for 5 years and the horizon year of the near term analysis is 2014, was the 5 years of 1% growth applied effective from 2009 or from 2014. If from 2009, is there a period of 2 years in which the background growth was then overestimated?

SHS-SD-12

Page IV.G-24, Traffic Volumes. Please clarify the intent of the 5<sup>th</sup> sentence of the paragraph regarding traffic volumes, as we are unclear as to the nature of the condition that would constitute “the reality of the local street system.”

SHS-SD-13

Pg IV.G-31 and 32. The Draft EIR correctly notes that the number of new students associated with the proposed buildings would be 116 students. Nonetheless, it is important to clarify that SHS has agreed to cap the number of new students at 114 students for a maximum enrollment of 1,196 students. The 114-student increase is referenced correctly throughout the Draft EIR.

SHS-SD-14

Pg IV. G -31 through 34: The Draft EIR discussion appears to ignore the addition of the Park Lane entrance and that approximately 50% of the lower and middle school traffic would be redirected to this new entrance. Also, the Draft EIR discussion on page G-31 stating that “there are no significant changes planned as part of the MP that would alter travel mode for students accessing the campus” should be clarified. In fact, the new entrance along Park Lane would be available, unless this comment refers to SHP student drivers only.

SHS-SD-15

Page IV.G-33, Table IV.G-8. Please clarify the source of the enrollment numbers as the numbers should be consistent with the Project Description enrollment projections. If for purposes of the Draft EIR, maximum enrollment of 1,196 (addition of 114 students) was used and attainable by 2014- ALL traffic increases for 2030 should be predicted to be generated by other projects/ events.

SHS-SD-16

Also, did the traffic analysis include any reduction in vehicular trip generation due to alternative forms of transportation (e.g., pedestrian or bicycle or carpools) as reflected in the SHS Traffic Management Plan which is attached hereto as **Exhibit A** and incorporated by reference in our comments.

Page IV.G-46 through IV.G-61, Traffic Impacts and Mitigation Measures. We appreciate the thorough traffic impact analysis contained in the Draft EIR. Nonetheless, Sacred Heart Schools is concerned about the number and extent of the mitigation measures recommended in the Draft EIR for purposes of mitigating not only the Project’s contribution to significant impacts but the impacts associated with other existing and approved background traffic.

SHS-SD-17

As the Town is aware, the California Environmental Quality Act (Pub. Resources Code 21000 *et seq.*) (“CEQA”) and CEQA Guidelines Section 15126.4 require that mitigation measures must be fully enforceable through permit conditions, agreements, or other legally-

binding instruments. Mitigation measures also must be consistent with all applicable constitutional requirements, including the following:

- a) There must be an essential nexus (i.e. connection) between the mitigation measure and a legitimate governmental interest. (Nollan v. California Coastal Commission, 483 U.S. 825 (1987)); and
- b) The mitigation measure must be roughly proportional to the impacts of the project. (Dolan v. City of Tigard, 512 U.S. 374 (1994)). Where the mitigation is an ad hoc exaction, it must be “roughly proportional” to the impacts of the project. (Ehrlich v. City of Culver City (1996) 12 Cal. 4<sup>th</sup> 854).

From our review of the traffic mitigation measures, it appears that the mitigation measures needed to offset the Project’s significant impact would be the mitigation measures described in “Alternative A” for each of the identified mitigation measures. We understand that Alternative A for each identified intersection represents the Project’s proportionate share of the recommended mitigation in order to fully offset the project’s contribution to significant impacts. We recommend that a clarifying sentence be provided at the bottom of page IVG-34 stating that Alternative A designated for each location represents the mitigation measure necessary to mitigate to a less-than-significant level the Project’s significant impact to that intersection. This would assist the reader in understanding that Sacred Heart Schools is not required to implement all of the alternatives or a combination of the alternatives at each intersection.

Page IV.G-33, Table IV.G-11; Page IV.G-51. Table IV.G-11 summarizes the mitigation measure alternatives discussed on pages IV.G-49 through 51 and pages IV.G-52 through 60 for each of the 4 intersections impacted by Project traffic under 2014 and 2030 conditions. Specifically, the Draft EIR recommends 4 alternative mitigation measures for the Elena/Valparaiso intersection, including Alternative D which involves conversion of the intersection from a stop-signed controlled operation to a signalized intersection, in conjunction with a left-turn deceleration lane on the eastbound Valparaiso Avenue approach.

Based on further analysis conducted by Sacred Heart Schools’ traffic engineer, DKS, attached as **Exhibit B** and incorporated herein by reference, installation of the signal at the Elena/Valparaiso intersection under Alternative D will obviate the need for any additional mitigation measures at the Emilie/Valparaiso intersection under 2014 and 2030 conditions. Thus, signalization of the Elena/Valparaiso intersection would both mitigate that intersection as discussed in Alternative D (page IV.G-51) and redirect enough peak hour trips from the

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Emilie/Valparaiso intersection to the Elena/Valparaiso intersection. With the reduction in trips at Emilie/Valparaiso, the Project would not result in a significant intersection impact thereby eliminating the need for additional intersection improvements at the Emilie/Valparaiso intersection discussed under Mitigation Measure 1A (page IV.G-46), Mitigation Measure 2A (IV.G-52) and Mitigation Measure 5.A (page IV.G-60).

Additionally, the existing geometry at the intersection of Elena Avenue and Valparaiso would accommodate conversion of the intersection from a stop-sign to a signal-controlled intersection without the need for additional geometric modifications or alignments. Thus, we request that Alternative D discussed on page IV.G-51 in the Draft EIR be further modified to eliminate the need for a left-turn deceleration lane on the Valparaiso Avenue intersection approach. Consequently, the Town should revise Alternative D for the Elena/Valparaiso intersection mitigation to include only signalization of the intersection as signalization would be feasible and reduce the potentially significant traffic impacts at this intersection to a less-than-significant level.

In summary, based on the analysis contained in **Exhibit B**, Sacred Heart Schools respectfully requests that the Town revise Alternative D as described on page IV.G-51 and IV.G-58 for the Valparaiso/Elena intersection to provide only for signalization at this intersection and eliminate the left-turn deceleration lane. By eliminating the modifications to the intersection geometry, potential secondary impacts also would be eliminated at this location. Additionally, Alternative D for the Elena/Valparaiso intersection would eliminate the need for any of the alternative intersection mitigation measures at the Emilie/Valparaiso intersection (see e.g., IV.G-47 and IV.G-52). Impacts under this alternative mitigation would remain less-than-significant for both the Elena/Valparaiso and Emilie/Valparaiso intersections. We would be interested in further discussing our findings with you and the Public Works Director to determine a feasible approach to mitigating Project-generated impacts at both locations.

Page IV.G-62, Impact TRAF-7: Construction Traffic Impacts (also see, Page II-23): The Draft EIR limits Project-related truck traffic to the hours of 8:30 a.m. to 3:00 pm. Monday through Friday. This 2.5-hour reduction in truck traffic per day would extend the timeframe necessary to complete certain phases of construction. Accordingly, we respectfully request that the Town revise the Draft EIR truck traffic hours to be consistent with the Town's authorized hours of work which are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. To manage construction traffic during these hours, the school will advise contractors to not enter or exit the campus during pick up and drop off periods.

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Page IV.G-63, Impact TRAF-7: Construction Traffic Impacts. In order to maintain consistency with the Project Description and the Master Plan, the second bullet pertaining to Total Truck or Oversize Vehicle Trips should be revised to clarify that the Project would generate:

- 725 to 775 trucks over the course of each of the two Project phases (demolished building off haul, grading off haul of the soils, Project delivery and removal of portable classrooms, concrete and material delivery).

All of the construction truck traffic proposed in Phase One will occur in Phase One before construction begins in Phase Two.

#### **Chapter VI, Alternatives to the Proposed Project**

The Draft EIR states that the purpose of the alternatives analysis is to assess a range of reasonable alternatives to the proposed project that would feasibly attain most of the basic project objectives while substantially lessening any of the significant impacts of the project. In accordance with CEQA, the Draft EIR alternatives analysis also evaluates the comparative merits of each alternative (14 Cal. Code § 15126.6).

Based on Sacred Heart Schools' careful review of the alternatives evaluated in the Draft EIR, none of the alternatives to the proposed Project would be feasible in terms of site suitability, economic viability, availability of infrastructure, and consistency with other plans or regulatory requirements. Moreover, these alternatives would not achieve most of the basic objectives of the Project for the specific reasons indicated below.

*Alternative 1* would not meet the project objectives because it would result in a greater traffic impact on neighboring streets. As you know, Sacred Heart Schools has worked with the neighborhood for the past year in designing project entrances and exits and on-site circulation in order to minimize adverse impacts to the neighborhood streets. Alternative 1 would not achieve a reduction in neighborhood traffic impacts due to the circulation system design and because the enrollment projections would be greater.

*Alternative 2* does not meet the project objectives because it would not provide a safe and secure environment. Moreover, it would disperse traffic with a greater impact to neighboring streets as with Alternative 1, in part, as a result of the higher enrollment. Additionally the quality of education will be negatively impacted by outdated facilities. This would not deliver the best

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Mr. Neal Martin  
May 25, 2010  
Page 8

possible student experience and would not allow the proper improvement for even the most basic change as lighting and ventilation. Accordingly, Alternative 2 would not achieve basic project objectives.

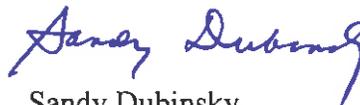
*Alternative 3* also would not meet the project objectives from the perspective of a safe and secure environment. This alternative would result in 7 free standing buildings (including Spieker Pavilion and the Preschool) on the lower school/middle school campus instead of the 6 free standing buildings that would be designed to provide for an integrated, functioning campus. This would not deliver the best possible student experience and would not allow the proper improvement for even the most basic change as lighting and ventilation. Accordingly, Alternative 3 would not achieve basic project objectives.

*Alternative 4* also does not meet the project objectives to allow Sacred Heart Schools to increase the enrollment for flexibility and quality of education as has been a goal publicly stated for the past 10 years. Moreover, Alternative 4 does not meet the educational objectives of the school as provided by the programs and curriculum offerings in the Middle School. Consequently, Alternative 4 would not achieve basic project objectives.

For these reasons, the Project is the only alternative that is feasible and achieves the basic project objectives. We respectfully request that the Town reject the alternatives considered in the Draft EIR and find that the Project would be the environmentally preferable alternative.

We appreciate the Town's consideration of our comments on the Draft EIR and look forward to completion of the Final EIR. Please feel free to contact us if you have any questions or need further information regarding our comments on the Draft EIR.

Sincerely yours,



Sandy Dubinsky

cc: Rich Dioli  
Anne Holloway  
Mark Spencer  
Alicia Guerra

SHS-SD-21

# Attachment A

## SHS Transportation Management Memo



**MEMORANDUM**

TO: Sacred Heart School- Atherton, CA  
FROM: Mark Spencer, DKS Associates  
DATE: 4-30-2010  
SUBJECT: Sacred Heart Schools P08032-000  
Transportation Demand Management Program

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**SACRED HEART SCHOOLS TRANSPORTATION MANAGEMENT PROGRAM**

The purpose of this memo is to summarize the current and planned transportation management program elements of the Sacred Heart School campus. Sacred Heart endeavors to be a responsible and cooperative partner in the community, and is committed to continuing their investment in transportation management and solutions.

**1.0 BACKGROUND**

This report provides information regarding the transportation management program undertaken by Sacred Heart School located at 150 Valparaiso Avenue, Atherton, California.

The school campus is spread over a 64-acre campus with eight classroom buildings and several recreation centers spread throughout the campus. A total of more than 1,080 students are enrolled in this school. The campus consists of three categories (divisions): a Montessori pre-school with an enrollment of approximately 120 students; an elementary school with 420 students approximately; and a preparatory high school with approximately 540 students.

This campus is bounded by four streets: Park Lane on northwest side; Emilie Avenue on northeast side; Valparaiso Avenue on southeast side; and Elena Avenue on southwest side of campus. Vehicular access to the school is provided from a total of eight driveways, with three on Emilie Avenue; one on Valparaiso Avenue; three on Elena Avenue; and one on Park Lane. All intersections surrounding the school campus are unsignalized.

The campus location and the surrounding roadway network are illustrated in **Figure 1**.

**Figure 1: Sacred Heart School Campus**



The surrounding neighborhood is a residential community. Park Lane, Emilie Avenue and Elena Avenue are residential streets that already carry well over 1,000 vehicles per day.

## **2.0 CURRENT TRANSPORTATION MANAGEMENT PROGRAM**

### **Drop-offs and Pick-ups**

Due to high student volumes, SHS generates a high traffic volume during morning drop-offs and afternoon pick-ups. To reduce traffic volumes, the school authorities adopted a strategy to stagger the school start timings for different grade levels which reduced vehicular volume concentration. **Table 1** below shows the school timings for the three student categories.

For efficient management of traffic during pick-up and drop-off period, school administration has provided certain guidelines for parents to ensure safety of everyone and avoid unnecessary delay.

These guidelines include:

- To follow designated drop-off and pick-up times.
- Follow the directions of teachers at the preschool building.
- Follow directions of traffic personnel present during drop off and pick up at LS/MS.
- All parents are educated about the school traffic policies through a handbook that is distributed at the beginning of each school year. The information is also provided on the SHS website.

**Table 1: SHS Drop-off and Pick-up Time Schedule**

Grade Level	Drop-off Location	Drop-Off Time	Pick-up Location	Pick-up Time
Pre and K Only	Preschool	8:00 - 8:15	Preschool	11:20-11:30 3:00- 3:10
Pre or K and 1-8	Main and Preschool	7:50-8:00	Preschool	3:15-3:25
1-4 only (No child above Grade 4)	Circle Lot (Left turn exit only)	7:45-8:00	Circle Lot	3:15-3:25
1-8 Only (One child Grade 5 or above)	Main Lot	7:40-7:55	Main Lot	3:15 (1-5) 3:30 (6-8)

To provide sufficient drop-off/ pickup space, the school had redesigned the drop-off/ pick-up location off of Emilie Ave. At the circle lot off of Emilie Avenue, to mitigate congestion the school has adopted a strategy by which vehicles are permitted to take a right turn only on to Emilie Ave, thereby removing a conflict point and also reducing the delay (queuing of vehicles) caused by left turning vehicles.

#### **Parking Policies**

Besides employees, various parking facilities are provided for seniors and juniors and extended to sophomores upon availability of parking space. Any vehicle to be parked on the school campus requires registration and parking permit every year. This permit is mandatory for all faculty, staff, and students (juniors and seniors). Their vehicles must be parked in the designated color coded parking spots; yellow for faculty/staff; red for seniors; and blue for juniors. These policies will ensure that no additional vehicles enter into the campus and create a parking problem. Sacred Heart enforces parking policies regularly throughout the school year.

#### **Parking Lot Locations:**

The Sigall parking lot is allotted only to seniors. The Morey and the Satellite Tennis Court parking lots are shared by seniors and juniors. Separate parking spaces are provided for visitors at various locations near the main-building. By staggering the parking lots throughout the campus, the concentration of vehicles on a particular street is reduced. Sacred Heart also provides parking for community events on weekends for functions held both on and off their campus.

**Mass Transportation:**

Sacred Heart provides a courtesy shuttle for commuters who use Caltrain. Shuttle services are provided during morning and afternoon schedules. This service not only provides regular transportation to public transportation commuters, but also reduces the number of vehicle trips to the campus. Currently there are 7-9 vans in service. Sacred Heart also provides school vehicles for field trips, athletic events, and other school-sponsored activities.

**Summary:**

Sacred Heart currently has a comprehensive transportation management program that includes engineering, enforcement and educational elements. Although the staff and financial resources committed to transportation management are significant, the school recognizes that traffic congestion and safety remain key concerns among the community.

**3.0 FUTURE TRANSPORTATION ENHANCEMENTS****Traffic Committee:**

A Traffic Committee has been formed with representatives from the public, parents, students, faculty, administration and a technical consultant.

**Transportation Management Measures:**

SHS is considering additional transportation management measures to further reduce school related traffic in the future. These additional elements include physical items, enforcement (policies, regulatory items, and programs that reduce individual auto travel) and education (for parents, students and staff).

Attachment B to DKS Memo:  
Traffix Analysis



## MEMORANDUM

TO: Sandy Dubinsky, Sacred Heart School  
Alicia Guerra, Briscoe, Ivester, & Bazel, LLP

FROM: Mark Spencer, DKS Associates  
Paul Stanis, DKS Associates

DATE: May 25, 2010

SUBJECT: Sacred Heart School Master Plan EIR – P 08032-000  
Emile Ave/Valparaiso Ave Impact Sensitivity Analysis

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This memo discusses the traffic pattern effects of converting the intersection of Elena Avenue and Valparaiso Avenue from a stop-controlled intersection to a signalized intersection. The Draft *Sacred Heart School Master Plan Environmental Impact Report* recommends signalization of Elena Avenue and Valparaiso Avenue as Alternative D in the list of mitigation measures for this intersection. Signalization of this intersection would mitigate the impact due to project-related traffic to a less-than-significant level. The Draft EIR also identifies a second potential impact at the intersection of Emilie Avenue and Valparaiso Avenue due to project-generated traffic. Signalization of the Elena/Valparaiso Avenue intersection would also mitigate the project-generated traffic impacts at the Emilie/Valparaiso Avenue intersection as further discussed below.

Installation of the traffic signal at Elena Avenue and Valparaiso Avenue, would result in the redistribution of background and project-related traffic to this intersection and away from unsignalized intersections in the project vicinity, specifically Emilie Avenue and Valparaiso Avenue. DKS performed a sensitivity analysis to determine the amount of traffic that would need to be attracted to the signalized intersection of Elena Avenue and Valparaiso Avenue from Emilie Avenue and Valparaiso Avenue for both AM and Mid Afternoon Peak Hours in order for the impact at Emilie and Valparaiso Avenues to be mitigated to a less than significant level and thus, eliminate the need for mitigation at the Emilie and Valparaiso Avenues intersection.

For the AM Peak Hour, 8 vehicle trips due to the project-related increment would have be shifted from Emilie Avenue and Valparaiso Avenue to Elena and Valparaiso Avenues for the impact at the latter intersection to be less than significant. Additionally, the rerouting of these 8 trips would not increase the amount of traffic at other study intersections to a level that would result in any new potentially significant impacts. For the Mid Afternoon Peak Hour, 6 trips would need to be attracted to Elena and Valparaiso Avenues from Emilie Avenue and Valparaiso Avenue for the project to generate a less-than-significant impact at Emilie and Valparaiso Avenues . Rerouting these 6 trips would not increase the amount of traffic at other study intersections to a level that would result in any new potentially significant impacts. Attachment A to this memo shows the corresponding TRAFFIX worksheets.

Additionally, the existing geometry at the intersection of Elena Avenue and Valparaiso would accommodate conversion of the intersection from a stop-sign to a signal-controlled intersection without the need for additional geometric modifications or alignments. Thus, Alternative D identified in the Draft EIR could be further modified to eliminate the need for a left-turn deceleration lane on the Valparaiso Avenue intersection approach.

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Scenario Report

Scenario: Project  
 Command: Default Command  
 Volume: Project  
 Geometry: Default Geometry  
 Impact Fee: Default Impact Fee  
 Trip Generation: Default Trip Generation  
 Trip Distribution: Default Trip Distribution  
 Paths: Default Path  
 Routes: Default Route  
 Configuration: Default Configuration

Level of Service Computation Report

2000 HCM Unsignalized Method (Base Volume Adjustment)

Intersection #1 Valparaiso/Emilie (AM Project 2030 Base)

Average Delay (sec/veh): 105.1 Worst Case Level of Service: D

Street Name: Emilie /Valparaiso

Approach: North Bound South Bound

Movement: L - T - R L - T - R L - T - R L - T - R

Control: Uncontrolled Uncontrolled

Rights: Include Include

Lanes: 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Volume Module:

Base Vol:	80	829	0	0	614	60	100	0	0	0	0	0	0	0	0	0	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	80	829	0	0	614	60	100	0	0	0	0	0	0	0	0	0	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.60	0.90	1.00	0.74	0.86	1.00	0.67	0.65	0.55	0.60	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
PHF Volume:	133	921	0	0	714	60	164	0	59	0	0	0	0	0	0	0	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	133	921	0	0	714	60	164	0	59	0	0	0	0	0	0	0	0	0	0

Critical Cap Module:

Critical Cap: 4.1 XXXX XXXX XXXX XXXX XXXX

FollowUpTim: 2.2 XXXX XXXX XXXX XXXX XXXX

Capacity Module:

Conflict Vol:	861	XXXX	XXXX	XXXX	XXXX	XXXX	950	364	771	XXXX									
Potent Cap:	831	XXXX	XXXX	XXXX	XXXX	XXXX	77	60	80	XXXX									
Move Cap:	812	XXXX	XXXX	XXXX	XXXX	XXXX	64	40	20	XXXX									
Volume/Cap:	0.16	XXXX	XXXX	XXXX	XXXX	XXXX	1.1	0.95	0.95	XXXX									

Level of Service Module:

2Way95thQ: 0.6 XXXX XXXX

Control Del: 10.3 XXXX XXXX

LOS by Move: R

Movement: LT - LTR - RT LT - LTR - RT LT - LTR - RT LT - LTR - RT

Shared Cap: XXXX XXXX

SharedQueue: 0.6 XXXX XXXX

Shrd ConDel: 10.3 XXXX XXXX

Shared LOS: R

ApproachDel: XXXXXX

ApproachLOS: XXXXXX

Note: Queue reported is the number of cars per lane.





Level of Service Computation Report  
 2000 HCM 4-Way Stop Method (Base Volume Alternative)  
 Intersection #6 Park In/ Elena Ave AM Project 2030 Base

Cycle (sec): 100 Critical Vol./Cap.(X): 0.945  
 Loss Time (sec): 0 (Y-R-4.0 sec) Average Delay (sec/veh): 29.4  
 Optimal Cycle: 0 Level of Service: B

Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R  
 Control: Stop Sign Stop Sign Stop Sign Stop Sign  
 Rights: Include Include Include Include  
 Lanes: 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 0

Volume Module:AM  
 Base Vol: 23 44 39 84 80 60 88 283 65 28 119 53  
 Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Initial Rse: 23 44 39 84 80 60 88 283 65 28 119 53  
 User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Adj: 0.70 0.70 0.70 0.70 0.70 0.70 0.70 0.80 0.70 0.70 0.80 0.70  
 PHF Volume: 33 63 56 120 114 86 126 354 93 40 149 76  
 Reduced Vol: 0 0 0 0 0 0 0 0 0 0 0 0  
 PCE Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 MUF Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 FinalVolume: 33 63 56 120 114 86 126 354 93 40 149 76

Saturation Flow Module:  
 Adjustment: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Lanes: 0.22 0.41 0.37 0.37 0.36 0.27 0.22 0.62 0.16 0.15 0.56 0.29  
 Final Sat.: 103 197 175 197 188 141 133 374 98 80 299 152

Capacity Analysis Module:  
 Vol/Sat: 0.32 0.37 0.32 0.61 0.61 0.95 0.95 0.95 0.95 0.50 0.50 0.50  
 Crit Moves: \*\*\*\*  
 Delay/Veh: 12.8 12.8 12.8 18.3 18.3 18.3 46.8 46.8 46.8 14.9 14.9 14.2  
 Delay Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 AdjDel/Ven: 12.8 12.8 12.8 18.3 18.3 18.3 46.8 46.8 46.8 14.9 14.9 14.9  
 LOS by Move: B B B C C C E E E B B B  
 ApproachDel: 12.8 18.3 46.8  
 Delay Adj: 1.00 1.00 1.00  
 ApprAdjDel: 12.8 18.3 46.8  
 LOS by Appr: B C E  
 AllWayAvg: 0.4 0.4 0.4 1.3 1.3 1.3 6.4 6.4 6.4 0.8 0.8 0.8

Note: Queue reported as the number of cars per lane.

Level of Service Computation Report  
 2000 HCM Unsignalized Method (Base Volume Alternative)  
 Intersection #1 Valparaiso/Emilie AM Project 2030 Base

Average Delay (sec/veh): 11.1  
 Street Name: Emilie  
 Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R  
 Control: Uncontrolled Uncontrolled Uncontrolled Uncontrolled  
 Rights: Include Include Include Include  
 Lanes: 0 0 0 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 0

Volume Module:  
 Base Vol: 69 835 0 0 524 68 147 147 147 147  
 Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Initial Rse: 69 835 0 0 524 68 147 147 147 147  
 User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Adj: 0.50 0.90 1.00 0.74 0.86 1.00 0.77 0.67 0.67 0.67  
 PHF Volume: 115 928 0 0 126 88 166 166 166 166  
 Reduced Vol: 0 0 0 0 0 0 0 0 0 0  
 FinalVolume: 115 928 0 0 126 88 166 166 166 166

Critical Gap Module:  
 Critical Gap: 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1  
 FollowUpLim: 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2

Capacity Module:  
 Critical Vol: 821 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1  
 Potent Cap.: 817 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1  
 Move Cap.: 799 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1  
 Volume/Cap.: 6.14 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1

Level of Service Module:  
 2Way95thQ: 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1  
 Control Del: 10.3 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1  
 LOS by Move: B  
 Movement: LT - LTR - RT  
 SharedQueue: 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5  
 Shrd Condel: 10.3 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1  
 ApproachDel: 10.3 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1  
 ApproachLOS: B B B B B B B B B B B B

Note: Queue reported as the number of cars per lane.





Level of Service Computation Report  
2000 HCM 4-Way Stop Method (Base Volume Alternative)

Intersection #6 Park In/ Elena Ave [AM Project 2030 Base Incr]  
Cycle (sec): 100  
Loss Time (sec): 0 (Y-R=4.0 sec)  
Optimal Cycle: 0  
Critical Vol./Cap.(X): 1.048  
Average Delay (sec/veh): 43.3  
Level of Service: F

Approach: North Bound South Bound East Bound West Bound  
Movement: L - T - R L - T - R L - T - R L - T - R  
Control: Stop Sign Stop Sign Stop Sign Stop Sign  
Rights: Include Include Include Include  
Lanes: 0 0 1 0 0 0 1 0 0 0 0 1 0 0 0 0 1 0 0

Volume Module: AM  
Base Vol: 23 50 43 109 90 68 98 296 65 29 123 77  
Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
Initial Bse: 23 50 43 109 90 68 98 296 65 29 123 77  
User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
PHF Adj: 0.70 0.70 0.70 0.73 0.73 0.73 0.73 0.80 0.70 0.70 0.80 0.75  
PHF Volume: 33 71 61 145 123 93 134 370 93 41 154 103  
Reduced Vol: 0 0 0 0 0 0 0 0 0 0 0 0  
PCE Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
MUF Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
Final Volume: 33 71 61 145 123 93 134 370 93 41 154 103

Saturation Flow Module:  
Adjustment: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
Lanes: 0.20 0.43 0.37 0.40 0.34 0.26 0.22 0.67 0.16 0.14 0.52 0.34  
Final Sat: 90 195 167 205 174 132 128 353 89 71 264 176

Capacity Analysis Module:  
Vol/Sat: 0.37 0.37 0.71 0.71 1.05 1.05 1.05 0.58 0.58 0.58 0.58  
Crit Moves: \*\*\*\*  
Delay/Veh: 14.2 14.2 14.2 24.0 24.0 24.0 75.8 75.8 75.8 18.0 18.0 18.0  
Delay Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
AdjDel/Veh: 14.2 14.2 14.2 24.0 24.0 24.0 75.8 75.8 75.8 18.0 18.0 18.0  
LOS by Move: B B B C C C F F C C C  
ApproachDel: 14.2 24.0 24.0 75.8 75.8 75.8 18.0 18.0 18.0  
Delay Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
ApprAdjDel: 14.2 24.0 24.0 75.8 75.8 75.8 18.0 18.0 18.0  
LOS by Appr: B C C  
AllWayAvgQ: 0.5 0.5 0.5 2.0 2.0 2.0 10.5 10.5 10.5 1.2 1.2 1.2  
Note: Queue reported is the number of cars per lane.

Level of Service Computation Report  
2000 HCM Unsignalized Method (Base Volume Alternative)

Intersection #1 Valparaiso/Emilia [AM Project 2030 Base Incr] Overlap  
Average Delay (sec/veh): 98.6  
Worst Case Level of Service: F

Street Name: Emilia Valparaiso  
Approach: North Bound South Bound  
Movement: L - T - R L - T - R L - T - R L - T - R  
Control: Uncontrolled Uncontrolled  
Rights: Include Include  
Lanes: 0 1 0 0 0 0 0 0 1 0 0 0 1 0 0 0 1 0 0

Volume Module:  
Base Vol: 69 843 0 0 624 68 114 0 2 0 0 0  
Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
Initial Bse: 69 843 0 0 624 68 114 0 2 0 0 0  
User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
PHF Adj: 0.60 0.90 1.00 0.74 0.86 1.00 0.60 1.00 0.60 1.00 0.60 1.00  
PHF Volume: 115 937 0 0 726 68 170 0 3 0 0 0  
Reduced Vol: 0 0 0 0 0 0 0 0 0 0 0 0  
Final Volume: 115 937 0 0 726 68 170 0 3 0 0 0

Critical Gap Module:  
Critical Gap: 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1 4.1  
FollowUpTim: 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2

Capacity Module:  
Conflict Vol: 821 821 821 821 821 821 821 821 821 821 821 821  
Potential Cap: 817 817 817 817 817 817 817 817 817 817 817 817  
Move Cap: 799 799 799 799 799 799 799 799 799 799 799 799  
Volume/Cap: 0.14 0.14 0.14 0.14 0.14 0.14 0.14 0.14 0.14 0.14 0.14 0.14  
Level of Service Module:  
2Way5thQ: 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5  
Control Del: 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3  
LOS by Move: B B B B B B B B B B B B  
Movement: LT - LTR - RT  
Shared Cap: 817 817 817 817 817 817 817 817 817 817 817 817  
Shared Queue: 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5  
Shrd ConDel: 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3  
Shared LOS: B B B B B B B B B B B B  
ApproachDel: 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3 10.3  
ApproachLOS: B B B B B B B B B B B B  
Note: Queue reported is the number of cars per lane.



Level of Service Computation Report  
 2000 HCM Operations Method (Base Volume Alternative)  
 Intersection #4 Valparaiso/Elena [AM Project 2030 Base + Incr + Diversion]  
 Cycle (sec): 100 Critical Vol./Cap.(X): 1.000  
 Loss Time (sec): 2 (Y+R 4.0 sec) Average Delay (sec/veh): 31.3  
 Optimal Cycle: 180 Level of Service: C  
 Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R  
 Control: Prot-Permit Prot-Permit Protected Protected  
 Rights: Include Include Include Include  
 Min. Green: 5 15 0 0 40 40 25 25 25 0 0 0 0  
 Lanes: 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0  
 Volume Module:  
 Base Vol: 192 777 0 0 473 76 158 0 101 0 0 0  
 Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Initial Bse: 192 777 0 0 473 76 158 0 101 0 0 0  
 User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Adj: 0.60 0.86 1.00 1.00 0.88 0.57 0.84 1.00 0.70 1.00 1.00 1.00  
 PHF Volume: 320 903 0 0 538 333 188 0 144 0 0 0  
 Reduct Vol: 0 0 0 0 0 0 0 0 0 0 0 0  
 Reduced Vol: 0 0 0 0 538 333 188 0 144 0 0 0  
 PCE Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 MUF Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Final Volume: 320 903 0 0 538 333 188 0 144 0 0 0  
 Saturation Flow Module:  
 Sat/Lane: 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900  
 Adjustment: 0.94 0.99 1.00 0.00 0.97 0.97 0.91 1.00 0.91 1.00 1.00 1.00  
 Lanes: 0.26 0.74 0.00 0.00 0.80 0.20 0.57 0.90 0.43 0.00 0.00 0.00  
 Final Sat.: 466 1385 0 0 1481 367 983 0 754 0 0 0  
 Capacity Analysis Module:  
 Vol/Sat: 0.69 0.65 0.00 0.00 0.36 0.36 0.19 0.60 0.19 0.00 0.00 0.00  
 Crit Moves: \*\*\*\*  
 Green/Cycle: 0.73 0.73 0.00 0.00 0.40 0.10 0.25 0.00 0.25 0.00 0.00 0.00  
 Volume/Cap: 0.94 0.89 0.00 0.00 0.91 0.91 0.77 0.00 0.77 0.00 0.00 0.00  
 Uniform Del: 17.2 10.5 0.0 0.0 28.3 28.3 34.8 0.0 34.8 0.0 0.0 0.0  
 IncrementDel: 13.6 7.9 0.0 0.0 14.9 14.9 7.9 0.0 7.9 0.0 0.0 0.0  
 InitQueueDel: 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0  
 Delay Adj: 1.00 1.00 0.00 0.00 1.00 1.00 1.00 0.00 1.00 0.00 0.00 0.00  
 User Delay: 30.8 18.4 0.0 0.0 43.2 43.2 42.7 0.0 42.7 0.0 0.0 0.0  
 AdjDeL/Veh: 30.8 18.4 0.0 0.0 43.2 43.2 42.7 0.0 42.7 0.0 0.0 0.0  
 LOS by Move: C B A A D D A D A D A A A A  
 HCM2Kvq: 38 33 0 0 23 23 11 0 11 0 0 0  
 Note: Queue reported is the number of cars per lane.

Level of Service Computation Report  
 2000 HCM Unsingularized Method (Base Volume Alternative)  
 Intersection #5 Park/Emilia Ave [AM Project 2030 Base + Incr + Diversion]  
 Average Delay (sec/veh): 7.3 Worst Case Level of Service: C  
 Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R  
 Control: Stop Sign Stop Sign  
 Rights: Include Include  
 Lanes: 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0  
 Volume Module:AM  
 Base Vol: 74 0 103 0 0 0 0 121 17 73 0 0  
 Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Initial Bse: 74 0 103 0 0 0 0 121 17 73 0 0  
 User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Adj: 0.70 1.00 0.70 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Volume: 106 0 147 0 0 0 0 121 17 73 0 0  
 Reduct Vol: 0 0 0 0 0 0 0 0 0 0 0 0  
 Final Volume: 106 0 147 0 0 0 0 121 17 73 0 0  
 Critical Gap Module:  
 Critical Gap: 6.4 6.5 6.2 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 FollowUp: 3.5 4.0 2.3 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Capacity Module:  
 Conflict Vol: 748 748 294 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Potential: 383 343 750 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Move Cap.: 327 279 750 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Volume/Cap: 0.32 0.00 0.70 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Level of Service Module:  
 2Way35thQ: xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Control Del: xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 LOS by Move: \*\*\*\*  
 Movement: LT - LTR - RT  
 Shared Cap.: xxxxxx 487 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Shared Queue: xxxxxx 2.3 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Shrd Conde.: xxxxxx 20.1 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Shared LOS: C  
 ApproachDe: 20.1 xxxxxx  
 ApproachLOS: C  
 Note: Queue reported is the number of cars per lane.

Level Of Service Computation Report  
 2000 HCM 4-Way Stop Method (Base Volume Alternative)  
 Intersection #6 Park Ln/ Elena Ave IAW Project 2030 Base Plan - Diversion  
 Cycle (sec): 100 Critical Vol./Cap. (X): 1.057  
 Loss Time (sec): 0 (Y-R-4.0 sec) Average Delay (sec/veh): 44.8  
 Optimal Cycle: 0 Level Of Service: E

Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R  
 Control: Stop Sign Stop Sign Stop Sign Stop Sign  
 Rights: Include Include Include Include  
 Lanes: 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 0

Volume Module:AM  
 Base Vol: 23 50 43 117 90 68 98 296 65 29 123 77  
 Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Initial Base: 23 50 43 117 90 68 98 296 65 29 123 77  
 User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Adj: 0.70 0.70 0.70 0.75 0.73 0.73 0.73 0.80 0.70 0.70 0.80 0.75  
 PHF Volume: 33 71 61 156 123 93 134 370 93 41 154 103  
 Reduct Vol: 0 0 0 0 0 0 0 0 0 0 0 0  
 Reduced Vol: 33 71 61 156 123 93 134 370 93 41 154 103  
 PCE Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 MFLF Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Final Volume: 33 71 61 156 123 93 134 370 93 41 154 103

Saturation Flow Module:  
 Adjustment: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Delay/Veh: 0.20 0.43 0.37 0.42 0.33 0.25 0.22 0.62 0.16 0.14 0.52 0.34  
 Final Sat.: 89 193 166 214 169 128 127 350 88 71 262 75

Capacity Analysis Module:  
 Vol/Sat: 0.37 0.37 0.37 0.73 0.73 0.73 1.06 1.06 1.06 0.59 0.59 0.59  
 Crit Moves: \*\*\*\*  
 Delay/Veh: 14.3 14.3 14.3 25.3 25.3 25.3 78.7 78.7 78.7 18.3 18.3 18.3  
 Delay Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 AdjDel/Veh: 14.3 14.3 14.3 25.3 25.3 25.3 78.7 78.7 78.7 18.3 18.3 18.3  
 LOS by Move: B B B D D D F F F C C C  
 ApproachDe: 14.3 25.3 78.7 18.3  
 Delay Adj: 1.00 1.00 1.00 1.00  
 ApprAdjDel: 14.3 25.3 78.7 18.3  
 LOS by Appr: B D F  
 AllWayAvQ: 0.5 0.5 0.5 2.2 2.2 2.2 10.9 10.9 10.9 1.2 1.2 1.2

Note: Queue reported is the number of cars per lane.  
 \*\*\*\*\*

Level Of Service Computation Report  
 2000 HCM Unsignalized Method (Base Volume Alternative)  
 Intersection #1 Valparaiso/Emile MD Project 2030 Base  
 Average Delay (sec/veh): 60.7 Worst Case Lane Control: L

Street Name: Emile a.Paraiso  
 Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R  
 Control: Uncontrolled Uncontrolled  
 Rights: Include Include  
 Lanes: 0 0 0 0 0 0 0 0 0 0 0 0

Volume Module:  
 Base Vol: 65 635 0 0 758 130 100 100  
 Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Initial Base: 65 635 0 0 758 130 100 100  
 User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Adj: 0.95 0.82 1.00 1.00 0.93 0.74 0.74 0.74  
 PHF Volume: 68 774 0 0 813 165 134 134  
 Reduct Vol: 0 0 0 0 0 0 0 0  
 Final Volume: 68 774 0 0 813 165 134 134

Critical Gap Module:  
 Critical Gap: 4.7 XXXX XXXXX XXXXX XXXX XXXXX  
 FollowUpLim: 2.2 XXXX XXXXX XXXXX XXXX XXXXX

Capacity Module:  
 Conflict Vol: 1000 XXXX XXXXX XXXX XXXX XXXXX  
 Potent Cap: 700 XXXX XXXXX XXXX XXXX XXXXX  
 Move Cap: 689 XXXX XXXXX XXXX XXXX XXXXX  
 Volume/Cap: 6.10 XXXX XXXX XXXX XXXX XXXXX

Level Of Service Module:  
 2Way95thQ: 0.7 XXXX XXXXX XXXX XXXX XXXXX  
 Control Del: 10.8 XXXX XXXXX XXXX XXXX XXXXX  
 LOS by Move: B  
 Movement: LT - LTR - RT LT - LTR - RT LT - LTR - RT  
 Shared Cap: XXXX XXXX XXXXX XXXX XXXX XXXXX  
 SharedQueue: 0.3 XXXX XXXXX XXXX XXXX XXXXX  
 Shrd ConDe: 10.8 XXXX XXXXX XXXX XXXX XXXXX  
 Shared LOS: F  
 ApproachDe: XXXXXX  
 ApproachLOS: F

Note: Queue reported is the number of cars per lane.  
 \*\*\*\*\*

Level of Service Computation Report  
 2000 HCM Unsignalized Method (Base Volume Alternative)  
 Intersection #2 Valparaiso Ave Driveway [MD Project 2030 Base]  
 Average Delay (sec/veh): 1.5 Worst Case Level of Service: F [ 50.2 ]  
 Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R  
 Control: Uncontrolled Uncontrolled Stop Sign Stop Sign  
 Rights: Include Include Include Include  
 Lanes: 0 0 0 1 0 0 0 1 0 0 0 0 0 0 0 0 0 0 1 0 0  
 Volume Module:AM  
 Base Vol: 0 670 38 50 773 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 33  
 Growth Adj: 1.00  
 Initial Bse: 0 670 38 50 773 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 33  
 User Adj: 1.00  
 PHF Adj: 1.00 0.61 0.73 0.77 0.90 1.00 1.00 1.00 1.00 1.00 1.00 0.92 1.00 0.91  
 PHF Volume: 0 1098 52 65 859 0 0 0 0 0 0 0 12 0 36  
 Reduct Vol: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0  
 FinalVolume: 0 1098 52 65 859 0 0 0 0 0 0 0 12 0 36  
 Critical Gap Module:  
 Critical Gap:xxxxx 4.1 xxxx xxxxx xxxxx xxxxx xxxxx 6.3 6.5 6.2  
 FollowUpTim:xxxxx xxxx xxxxx 2.2 xxxx xxxxx xxxxx xxxxx xxxxx 3.5 4.0 3.3  
 Capacity Module:  
 Conflict Vol: xxxx xxxx xxxxx 1159 xxxx xxxxx xxxxx xxxxx xxxxx 2122 2122 1133  
 Potent Cap.: xxxx xxxx xxxxx 610 xxxx xxxxx xxxxx xxxxx xxxxx 56 51 249  
 Move Cap.: xxxx xxxx xxxxx 605 xxxx xxxxx xxxxx xxxxx xxxxx 51 45 247  
 Volume/Cap: xxxx xxxx xxxxx 0.11 xxxx xxxxx xxxxx xxxxx xxxxx 0.74 0.00 0.15  
 Level of Service Module:  
 2Way95thQ: xxxx xxxx xxxxx 0.4 xxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx  
 Control Del:xxxxx xxxx xxxxx 11.7 xxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx  
 LOS by Move: B \* \* \* \* \*  
 Movement: LT - LTR - RT  
 Shared Cap.: xxxx xxxx xxxxx xxxx xxxx xxxxx xxxx xxxx xxxxx xxxx 126 xxxxx  
 SharedQueue:xxxxx xxxx xxxxx 0.4 xxxx xxxxx xxxxx xxxxx xxxxx xxxxx 1.6 xxxxx  
 Shrd ConDel:xxxxx xxxx xxxxx 11.7 xxxx xxxxx xxxxx xxxxx xxxxx xxxxx 50.2 xxxxx  
 Shared LOS: \* \* \* \* \* B \* \* \* \* \* F \* \* \* \* \*  
 ApproachDel: xxxxxx xxxxxx  
 ApproachLOS: xxxxxx  
 Note: Queue reported is the number of cars per lane.

Level of Service Computation Report  
 2000 HCM Unsignalized Method (Base Volume Alternative)  
 Intersection #3 Valparaiso/San Mateo [MD Project 2030 Base]  
 Average Delay (sec/veh): 4.5 Worst Case Level of Service: F [ 50.2 ]  
 Street Name: Elena  
 Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R  
 Control: Uncontrolled Uncontrolled Stop Sign Stop Sign  
 Rights: Include Include Include Include  
 Lanes: 0  
 Volume Module:AM  
 Base Vol: 0 675 20 25 747 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 33  
 Growth Adj: 1.00  
 Initial Bse: 0 675 20 25 747 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 33  
 User Adj: 1.00  
 PHF Adj: 1.00 0.83 0.75 0.71 0.89 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Volume: 0 813 27 35 839 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 36  
 Reduct Vol: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0  
 FinalVolume: 0 813 27 35 839 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 36  
 Critical Gap Module:  
 Critical Gap:xxxxx xxxx xxxxx 4.1 xxxx xxxxx xxxxx xxxxx xxxxx 6.3 6.5 6.2  
 FollowUpTim:xxxxx xxxx xxxxx 2.2 xxxx xxxxx xxxxx xxxxx xxxxx 3.5 4.0 3.3  
 Capacity Module:  
 Conflict Vol: xxxx xxxx xxxxx 850 xxxx xxxxx xxxxx xxxxx xxxxx 1746 1746 1133  
 Potent Cap.: xxxx xxxx xxxxx 790 xxxx xxxxx xxxxx xxxxx xxxxx 56 51 249  
 Move Cap.: xxxx xxxx xxxxx 790 xxxx xxxxx xxxxx xxxxx xxxxx 51 45 247  
 Volume/Cap: xxxx xxxx xxxxx 0.04 xxxx xxxxx xxxxx xxxxx xxxxx 0.74 0.00 0.15  
 Level of Service Module:  
 2Way95thQ: xxxx xxxx xxxxx 0.1 xxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx  
 Control Del:xxxxx xxxx xxxxx 9.4 xxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx  
 LOS by Move: A \* \* \* \* \*  
 Movement: LT - LTR - RT  
 Shared Cap.: xxxx xxxx xxxxx xxxx xxxx xxxxx xxxx xxxx xxxxx xxxx 131 xxxxx  
 SharedQueue:xxxxx xxxx xxxxx 0.1 xxxx xxxxx xxxxx xxxxx xxxxx xxxxx 1.1 xxxxx  
 Shrd ConDel:xxxxx xxxx xxxxx 9.4 xxxx xxxxx xxxxx xxxxx xxxxx xxxxx 50.2 xxxxx  
 Shared LOS: \* \* \* \* \* A \* \* \* \* \* F \* \* \* \* \*  
 ApproachDel: xxxxxx xxxxxx  
 ApproachLOS: xxxxxx  
 Note: Queue reported is the number of cars per lane.







Level Of Service Computation Report  
 2000 HCM Unsignalized Method (Base Volume Alternative)  
 Intersection #4 Valparaiso/Elena IMP Project 2030 Base + Incr  
 Average Delay (sec/veh): 113.5 Worst Case Level Of Service: F(783.0)  
 Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R  
 Control: Uncontrolled Uncontrolled Stop Sign  
 Rights: Include Include Include  
 Lanes: 0 1 0 0 0 0 1 0 0 0 1 0 0 0 0 0 0 0 0 0  
 Volume Module:  
 Base Vol: 126 574 0 0 627 150 95 0 116 0 0 0  
 Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Initial Bse: 126 574 0 0 627 150 95 0 116 0 0 0  
 User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Adj: 0.64 0.83 1.00 1.00 0.83 0.80 0.86 1.00 0.59 1.00 1.00 1.00  
 PHF Volume: 197 692 0 0 755 188 110 0 197 0 0 0  
 Reduct Vol: 0 0 0 0 0 0 0 0 0 0 0 0  
 FinalVolume: 197 692 0 0 755 188 110 0 197 0 0 0  
 Critical Gap Module:  
 Critical Gap: 4.1 xxxxxx xxxxxx xxxxxx 6.4 6.5 6.2 xxxxxx xxxxxx xxxxxx  
 FollowUpTim: 2.2 xxxxxx xxxxxx xxxxxx 3.5 4.0 3.3 xxxxxx xxxxxx xxxxxx  
 Capacity Module:  
 Conflict Vol: 951 xxxxxx xxxxxx xxxxxx 1942 1942 857 xxxxxx xxxxxx xxxxxx  
 Potential Cap: 731 xxxxxx xxxxxx xxxxxx 72 66 360 xxxxxx xxxxxx xxxxxx  
 Move Cap: 726 xxxxxx xxxxxx xxxxxx 55 45 357 xxxxxx xxxxxx xxxxxx  
 Volume/Cap: 0.27 xxxxxx xxxxxx xxxxxx 2.01 0.00 0.55 xxxxxx xxxxxx xxxxxx  
 Level Of Service Module:  
 2Way95thQ: 1.1 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Control Del: 11.8 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 LOS by Move: B \* \* \* \* \*  
 Movement: LT - LTR - RT  
 Shared Cap: xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx 120 xxxxxx xxxxxx xxxxxx  
 SharedQueue: 1.1 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx 27.6 xxxxxx xxxxxx xxxxxx  
 Shrd ConDel: 1.8 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx 783 xxxxxx xxxxxx xxxxxx  
 Shared LOS: R \* \* \* \* \* F \* \* \* \* \*  
 ApproachDel: xxxxxx \* \* \* \* \* /83.0 \* \* \* \* \*  
 ApproachLOS: \* \* \* \* \* \* \* \* \* \*  
 Note: Queue reported is the number of cars per lane.

Level Of Service Computation Report  
 2000 HCM Unsignalized Method (Base Volume Alternative)  
 Intersection #5 Park/Emilia Ave IMP Project 2030 Base + Incr  
 Average Delay (sec/veh): 8.3 Worst Case Level Of Service: A(132.0)  
 Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R  
 Control: Stop Sign Stop Sign  
 Rights: Include Include  
 Lanes: 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0  
 Volume Module:AM  
 Base Vol: 107 0 96 0 0 0 0 0 0 0 0 0  
 Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 Initial Bse: 107 0 96 0 0 0 0 0 0 0 0 0  
 User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Adj: 0.70 1.00 0.70 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00  
 PHF Volume: 153 0 137 0 0 0 0 0 0 0 0 0  
 Reduct Vol: 0 0 0 0 0 0 0 0 0 0 0 0  
 FinalVolume: 153 0 137 0 0 0 0 0 0 0 0 0  
 Critical Gap Module:  
 Critical Gap: 6.4 6.5 6.2 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 FollowUpTim: 3.5 4.0 3.3 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Capacity Module:  
 Conflict Vol: 615 595 193 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Potential Cap: 458 470 851 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Move Cap: 409 360 837 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Volume/Cap: 0.37 0.00 0.16 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Level Of Service Module:  
 2Way95thQ: xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Control Del: xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 LOS by Move: \* \* \* \* \*  
 Movement: LT - LTR - RT  
 Shared Cap: xxxxxx 539 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 SharedQueue: xxxxxx 3.2 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Shrd ConDel: xxxxxx 19.2 xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx  
 Shared LOS: \* \* \* \* \* C \* \* \* \* \*  
 ApproachDel: 19.2 \* \* \* \* \* /83.0 \* \* \* \* \*  
 ApproachLOS: \* \* \* \* \* \* \* \* \* \*  
 Note: Queue reported is the number of cars per lane.

Level of Service Computation Report

2000 HCM 4-Way Stop Method (Base Volume Alternative)

Intersection #6 Park In/ Elena Ave [MD Project 2030 Base + Incr]

Cycle (sec): 100 Critical Vol./Cap. (X): 0.671
Loss Time (sec): 0 (Y+R-4.0 sec) Average Delay (sec/veh): 14.75
Optimal Cycle: 0 Level of Service: B

Approach: North Bound South Bound East Bound West Bound
Movement: L - T - R L - T - R L - T - R L - T - R

Control: Stop Sign Stop Sign Stop Sign Stop Sign
Rights: Include Include Include Include
Min. Green: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Volume Module:AM
Base Vol: 33 30 25 65 69 76 60 111 23 43 98 66
Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
Initial Bse: 33 30 25 65 68 76 60 111 23 43 98 66
User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
PHF Volume: 0.70 0.70 0.70 0.80 0.80 0.80 0.75 0.70 0.70 0.70 0.70 0.70
PHF Volume: 47 43 36 81 85 95 75 148 33 61 283 94
Reduced Vol: 0 0 0 0 0 0 0 0 0 0 0 0
PCE Adj: 47 43 36 81 85 95 75 148 33 61 283 94
MLF Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
Final Volume: 47 43 36 81 85 95 75 148 33 61 283 94

Saturation Flow Module:
Adjustment: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
Lanes: 0.38 0.34 0.28 0.31 0.33 0.36 0.29 0.58 0.13 0.14 0.65 0.21
Final Sat.: 192 174 145 178 187 209 174 343 76 91 421 140

Capacity Analysis Module:
Vol/Sat: C.25 0.25 0.25 0.46 0.46 0.46 0.43 0.43 0.43 0.67 0.67 0.67
Crit Moves: \*\*\*
Delay/Veh: 10.8 10.8 10.8 12.9 12.9 12.9 12.5 12.5 12.5 17.6 17.6 17.6
Delay Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
AdjDel/Veh: 10.8 10.8 10.8 12.9 12.9 12.9 12.5 12.5 12.5 17.6 17.6 17.6
LOS by Move: B B B B B B B B B C C C
ApproachDel: 10.8 12.9 12.5 17.6
Delay Adj: 1.00 1.00 1.00 1.00
ApprAdjDel: 10.8 12.9 12.5 17.6
LOS by Appr: B B B B
AllWayAvg: 0.2 0.2 0.2 0.7 0.7 0.7 0.6 0.6 0.6 1.7 1.7 1.7
Note: Queue reported is the number of cars per lane.

Level of Service Computation Report

2000 HCM (Unsignalized Method (Base Volume Alternative)

Intersection # Valparaiso/Emilie [MD Project 030 Base + Incr]

Average Delay (sec/veh): 57.3 Worst Case Lane Delay (sec): 41.0
Level of Service: F

Street Name: Emilie Valparaiso
Approach: North Bound South Bound East Bound West Bound
Movement: L - T - R L - T - R L - T - R L - T - R

Control: Uncontrolled Uncontrolled Uncontrolled Uncontrolled
Rights: Include Include Include Include
Lanes: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Volume Module:
Base Vol: 49 642 0 0 159 141 10 0 0 0 0 0 0 0 0 0
Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
Initial Bse: 49 642 0 0 159 141 10 0 0 0 0 0 0 0 0 0
User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
PHF Adj: 0.95 0.82 1.00 1.00 0.93 0.79 0.74 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
PHF Volume: 52 783 0 0 816 178 145 0 0 0 0 0 0 0 0 0
Reduced Vol: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Final Volume: 52 783 0 0 816 178 145 0 0 0 0 0 0 0 0 0 0

Critical Gap Module:
Critical Gap: 4.1 xxx xxxxxx xxxxxx xxxxxx xxxxxx 4.4 5.1 7.1 xxxxxx xxxxxx xxxxxx
FollowUpTime: 2.2 xxx xxxxxx xxxxxx xxxxxx xxxxxx 2.3 3.0 3.1 xxxxxx xxxxxx xxxxxx

Capacity Module:
Critical Vol: 1015 xxx xxxxxx xxxxxx xxxxxx xxxxxx 111 831 52 xxxxxx xxxxxx xxxxxx
Potential Cap.: 691 xxx xxxxxx xxxxxx xxxxxx xxxxxx 97 71 329 xxxxxx xxxxxx xxxxxx
Move Cap.: 680 xxx xxxxxx xxxxxx xxxxxx xxxxxx 81 49 32 xxxxxx xxxxxx xxxxxx
Volume/Cap: 0.08 xxx xxxxxx xxxxxx xxxxxx xxxxxx 1.36 0.66 0.21 xxxxxx xxxxxx xxxxxx
Level of Service Module:
2Way95thQ: 0.2 xxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx
Control Del: 0.3 xxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx
LOS by Move: B \* \* \* \* \*
Movement: LTR - RT LTR - RT
Shared Cap.: xxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx 97 xxxxxx xxxxxx xxxxxx xxxxxx
Shared Queue: 6.2 xxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx 1.1 xxxxxx xxxxxx xxxxxx xxxxxx
Shrd Control: 10.7 xxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx 1.0 xxxxxx xxxxxx xxxxxx xxxxxx
ApproachDel: H \* \* \* \* \*
ApproachDel: xxxxxx
ApproachLOS: \* \* \* \* \*



Level of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)
Intersection #4 Vaiparaiso/Elena MD Project 2030 Base + Incr + Diversion

Cycle (sec): 100 Critical Vol./Cap. (X): 1.000
Loss Time (sec): 2 (Yr 4.C sec) Average Delay (sec/veh): 25.3
Optimal Cycle: 180 Level of Service: C

Approach: North Bound South Bound East Bound West Bound
Movement: L - T - R L - T - R L - T - R L - T - R
Control: Prot+Permit Permitted Protected Protected Protected
Rights: Include Include Include Include

Min. Green: 8 8 0 55 55 30 30 30 0 0 0 0
Lanes: 0 1 0 0 0 0 0 1 0 0 0 1 0 0 0 0 0 0 0 0

Volume Module:
Base Vol: 126 574 0 0 627 150 101 0 116 0 0 0
Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00

Initial Bse: 126 574 0 0 627 150 101 0 116 0 0 0
User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
PHF Adj: 0.64 0.83 1.00 1.00 0.83 0.80 0.86 1.00 0.59 1.00 1.00 1.00

PHF Volume: 197 692 0 0 755 188 117 0 197 0 0 0
Reduced Vol: 0 0 0 0 0 0 0 0 0 0 0 0
PCE Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00

MLF Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
Final Volume: 197 692 0 0 755 188 117 0 197 0 0 0
Saturation Flow Module:
Sat/Lane: 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900

Adjustment: 0.86 0.99 1.00 1.00 0.97 0.97 0.90 1.00 0.90 1.00 1.00 1.00
Lanes: 0.22 0.78 0.00 0.00 0.80 0.20 0.37 0.00 0.63 0.00 0.00 0.00
Final Sat.: 358 1463 0 0 1481 368 638 0 1069 0 0 0

Capacity Analysis Module:
Vol/Sat: 0.55 0.47 0.00 0.00 0.51 0.51 0.18 0.00 0.18 0.00 0.00 0.00
Crit Moves: \*\*\*

Level of Service Computation Report
2000 HCM Insignalized Method (Base Volume Alternative)
Intersection #5 Park/Emile Ave IMD Project 2030 Base + Incr + Diversion

Average Delay (sec/veh): 8.7 Worst Case Level of Service: 1.000
Approach: North Bound South Bound West Bound
Movement: L - T - R L - T - R L - T - R L - T - R

Control: Stop Sign Stop Sign Uncontrolled Uncontrolled
Rights: Include Include
Lanes: 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Volume Module: AM
Base Vol: 107 0 96 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00

Initial Bse: 107 0 96 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
PHF Adj: 0.70 1.00 0.70 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00

PHF Volume: 153 0 137 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Reduced Vol: 0
Final Volume: 153 0 137 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Critical Gap Module:
Critical Gap: 6.4 6.5 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2 6.2
FollowUpTim: 3.5 4.0 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3 3.3

Capacity Module:
Conflict Vol: 611 591 191 191 191 191 191 191 191 191 191 191 191 191 191 191 191 191 191
Potential Cap.: 461 122 856 856 856 856 856 856 856 856 856 856 856 856 856 856 856 856 856

Move Cap.: 411 371 842 842 842 842 842 842 842 842 842 842 842 842 842 842 842 842 842
Volume/Cap: 0.37 0.00 0.16 0.16 0.16 0.16 0.16 0.16 0.16 0.16 0.16 0.16 0.16 0.16 0.16 0.16 0.16 0.16 0.16
Level of Service Module:
2Way95th: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00

Control Del: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
LOS by Move: A
Movement: LT - LTR - RT LT - LTR - RT LT - LTR - RT LT - LTR - RT
Shared Cap.: 542 542 542 542 542 542 542 542 542 542 542 542 542 542 542 542 542 542 542

Level of Service Computation Report  
 2000 HCM 4-Way Stop Method (Base Volume Alternative)

Intersection #6 Park In/ Elena Ave (MD Project 2030 Base Incr + Diversion)  
 Cycle (sec): 100 Critical Vol. (Cap. IX): 0.676  
 Loss time (sec): 0 (Y-R-4.0 sec) Average Delay (sec/Vent): 14.6  
 Optimal Cycle: 0 Level of Service: B

Approach: North Bound South Bound East Bound West Bound  
 Movement: L - T - R L - T - R L - T - R L - T - R

Control: Stop Sign Stop Sign Stop Sign Stop Sign  
 Rights: Include Include Include Include  
 Min. Green: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0  
 Lanes: 0 0 1 0 0 0 0 1 0 0 0 0 1 0 0 0 0 0 1 0 0

Volume Module:AM

Base Vol:	33	30	25	71	68	76	60	111	23	43	198	66
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	33	30	25	71	68	76	60	111	23	43	198	66
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.70	0.70	0.70	0.80	0.80	0.80	0.75	0.70	0.70	0.70	0.70	0.70
PHF Volume:	47	43	36	89	85	95	75	148	33	61	283	94
Reduc Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	47	43	36	89	85	95	75	148	33	61	283	94
PCF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Volume:	47	43	36	89	85	95	75	148	33	61	283	94

Saturation Flow Module:

Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	0.38	0.34	0.28	0.33	0.32	0.35	0.29	0.58	0.13	0.14	0.65	0.21
Final Sat:	91	173	144	189	181	202	173	341	76	91	419	140

Capacity Analysis Module:

Vol/Sat:	0.25	0.25	0.25	0.47	0.47	0.47	0.43	0.43	0.68	0.68	0.68	0.68
Crit. Moves:	****	****	****	****	****	****	****	****	****	****	****	****
Delay/Veh:	10.8	10.8	10.8	13.2	13.2	13.2	12.5	12.5	17.9	17.9	17.9	17.9
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjCel/Veh:	10.8	10.8	10.8	13.2	13.2	13.2	12.5	12.5	17.9	17.9	17.9	17.9
LOS by Move:	B	B	B	B	B	B	B	B	B	B	B	B
ApproachDel:	10.8	10.8	10.8	13.2	13.2	13.2	12.5	12.5	17.9	17.9	17.9	17.9
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
ApprAdjDel:	10.8	10.8	10.8	13.2	13.2	13.2	12.5	12.5	17.9	17.9	17.9	17.9
LOS by Appr:	B	B	B	B	B	B	B	B	B	B	B	B
AllwayAVIC:	0.2	0.2	0.2	0.7	0.7	0.7	0.6	0.6	0.6	0.6	0.6	0.6

Note: Queue reported is the number of cars per lane.

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**SACRED HEART SCHOOLS, SANDY DUBINSKY (SHS-SD)*****Response to SHS-SD-1***

This introductory comment acknowledges the thorough analysis prepared for the Project and refers to a previous memorandum submitted by SHS on the Draft EIR. The comment does not contain any comments relevant to the Draft EIR and no further response is required.

***Response to SHS-SD-2***

Table II-1, Summary of Impacts and Mitigation Measures will be revised to reflect any changes made to mitigation measures in response to comments.

***Response to SHS-SD-3***

The comment states that some approvals listed in Table III-3, Project Approvals are not in fact discretionary, but could be considered ministerial and handled as a matter of compliance.

In addition to discretionary approvals by the Town for the Project, the Project may rely on other agency approvals and/or permits as listed in Table III-3, Project Approvals. To clarify the intent of Table III-3, page III-20 of the EIR is revised as follows:

A list of the required approvals, permits, and discretionary actions ~~permits and approvals~~ that may be required is shown in Table III-3.

***Response to SHS-SD-4***

Future structures that would require a Geotechnical Report include structures suitable for human occupation or use and would not include the installation of fences, signs, or other installations that common sense would dictate do not pose a hazard to humans from underlying geological conditions requiring engineering.

***Response to SHS-SD-5***

The comment expresses concern over the extent of the required 300 ft. buffer around nesting raptors and seeks clarification of Mitigation Measure BIO-1 found on Page IV.D.-24.

The Migratory Bird Treaty Act protects all breeding bird and it is illegal to disrupt a nesting bird, nest or egg. The buffers from nests are designated by CDFG and are typically 100' for most birds and 300' for raptors. If work is to be done during the breeding season, pre-construction nesting bird surveys are required within 300 feet of disturbance areas. Surveys are done with binoculars and generally do not entail trespassing on neighboring properties. If active nests are found on or within 300 feet of proposed disturbance, all activities in the vicinity of the nest must be delayed until the young have fledged. No work can be done within the designated buffer zone of any active nest (e.g. 100' or 300' or as designated

by CDFG for certain species). The applicant may hire any qualified biologist with experience performing pre-construction nesting bird surveys and regulatory agency consultation.

The mitigation measure stands as submitted, pursuant to the Migratory Bird Treaty Act and the laws of the State of California, regulated by CDFG. No modifications to the EIR are necessary.

***Response to SHS-SD-6***

The comment requests that the tree impact estimates reflect those of the Master Plan and requests changes to the document.

As requested, the tree impact estimates on Page IV.D.-25 have been changed to reflect the Master Plan. It should be noted that tree impacts may change as project planning advances. The applicant is required to submit a final report to the Town reflecting any changes in tree impacts due to project implementation.

Page IV.D-25 has been revised as follows:

The development of the site would involve impacts to heritage trees on site which are protected under the Town of Atherton Heritage Tree Ordinance (Chapter 8.10) including Valley oaks (*Quercus lobata*) which are components of Valley Oak Woodland, a protected Sensitive Community. The removal of and or encroachment on ~~24~~ 16 Heritage trees, 6 of these trees are oaks, and ~~404~~ 94 ornamentals site wide would constitute a potentially significant impact. In addition, buildout of the Master Plan would involve the removal of and/or encroachment on additional trees including Heritage trees. This would be a ***significant*** impact.

***Response to SHS-SD-7***

The comment requests that the DEIR clarify that both near-term and long-term impacts to trees are addressed in the Mitigation Planting Program. In addition, the comment requests modification of the number of trees to be replaced in each project area.

As requested, the language on Page IV.D.-28 has been modified to reflect the intent of the Mitigation Planting Program. Tree replacement numbers have been modified to reflect the requested changes.

Page IV.D-28 has been revised as follows:

***Mitigation Planting Program***

In addition to the above listed mitigations, Project landscape architects have developed a Mitigation Planting Program to mitigate the near-term and long-term loss of site trees due to implementation of the Project as follows:

The St. Joseph's portion of the Project is proposing ~~47~~ 45 replacement trees for impacts to ~~24~~ 16 Heritage trees. All Heritage oaks shall be replaced with 48" boxed coast live oak (*Quercus agrifolia*) at a 1:1

replacement ratio. All other species of Heritage trees shall be replaced with 15 gallon Q. agrifolia at a 3:1 replacement ratio in accordance with the Town of Atherton Heritage Tree Ordinance (Chapter 8.10). For the 41 additional ornamental trees that shall be impacted, ~~404~~111 replacement plantings are planned (see Planting plans for sizes, species and locations).

The West Fields portion of the Project is proposing no impacts to Heritage trees. For the 58 ornamental trees that will be impacted, ~~17~~ 19 24" box California sycamore (*Platanus racemosa*) and 2 valley oak (*Quercus lobata*) replacement plantings are planned. In addition, 5 mature fruiting olive (*Olea europaea*) would be relocated (see Planting plans for sized, species and locations).

As discussed above, prior to mitigation, the proposed impact to as many as ~~24~~16 Heritage trees and ~~404~~94 ornamentals site wide would constitute a potentially significant impact.

#### ***Response to SHS-SD-8***

**Page IV.G-14.** Appendix Table B was incorrectly referenced. It should be Appendix J. The reference has been changed. This appendix sheet is attached.

Page IV.G-14 is revised as follows:

3. There were significant vehicle queues on both the Emilie and Elena avenue approaches to Valparaiso Avenue (see Appendix Table ~~B~~J).

#### ***Response to SHS-SD-9***

**Figure IV.G-15.** It is noted that the entrance from Park Lane is a one-way inbound driveway. All outbound traffic shown at this driveway would be added to the outbound only driveway. This would not produce any change in findings. Figure IV.G-15 has been revised.

#### ***Response to SHS-SD-10***

**Page IV.G-16.** Appendix X was incorrectly referenced. It should be Appendix J. The reference has been changed in the text and the appendix sheet is attached.

Page IV.G-16 is revised as follows:

Please see Appendix ~~B~~J for the warrant criteria chart.

#### ***Response to SHS-SD-11***

**Page IV.G-19.** At Town of Atherton request, both a near and long term horizon were evaluated for traffic purposes. The near term horizon of 2014 was selected because it would be the first year after project completion. The long term horizon selected for cumulative analysis was 2030, as this is the year of available traffic modeling projections from the San Mateo City/County Association of Governments.

***Response to SHS-SD-12***

**Page IV.G-20.** The 1 percent per year growth was applied to year 2009 volumes to a year 2014 horizon. There is no two-year period of overestimation of future traffic growth.

***Response to SHS-SD-13***

**Page IV.G-24.** Long term horizon (year 2030) C/CAG traffic modeling projections have been developed for all major streets in Atherton and Menlo Park, but only a representative sampling of minor streets. The projected traffic for a minor street (included in the model) is reflective of not only the traffic on that one street, but also of the traffic that would be expected on all other nearby parallel streets that are not included in the model. The phrase “the reality of the local street system” is in reference to the fact that there are many more local streets than just those included in the traffic model.

***Response to SHS-SD-14***

**Pages IV.G-31 and 32.** Comment noted. A total student cap of 1,196 students has been utilized for analysis purposes.

***Response to SHS-SD-15***

**Pages IV.G-31 through 34.** The term “travel mode” refers to the form of transport to/from the campus (i.e. auto, school bus, walk, bike, etc.). The master plan is not proposing any changes that would significantly shift the percentage of students being driven by parents to increased school bus service, walking or biking. Travel mode does not refer to the regional or subregional distribution or redistribution of parent traffic from old driveways to new driveways.

***Response to SHS-SD-16***

**Page IV.G-33, Table IV.G-8.** SHS staff was asked at the beginning of the project whether there would be any significant change in travel mode for new students or for the campus in general due to the proposed project (i.e. more busing, carpools, etc.). The response was that there would be no significant change. Therefore, the net increase in students was projected to generate traffic at the same rate as the existing student body. This was the same assumption and approach utilized in several recent traffic studies conducted directly for Sacred Heart Schools. A maximum enrollment of 1,196 students was utilized for all evaluation.

***Response to SHS-SD-17***

**Pages IV.G-46 through IV.G-61.** While the mitigation measures described as Alternative A designated for each location represents the mitigation measure necessary to mitigate to a less-than-significant level the Project's significant impact to that intersection, it may be in the applicant's and/or Town's interest to choose another alternative or combination of alternatives. Further, it may be in the applicant's or Town's interest to choose alternatives that may result sharing the cost of implementing the selected alternative(s).

***Response to SHS-SD-18***

**Page IV.G-33, Table IV.G-11, Page IV.G.-51.** No peer review has been conducted of the DKS analysis showing no new impacts at the Valparaiso/Emilie intersection if a signal is provided at the Elena intersection.

A signalized Valparaiso Avenue/Elena Avenue intersection will operate with much greater safety for drivers (and school children) making left turn movements from Valparaiso Avenue to Elena Avenue if a left turn lane is provided on the Valparaiso Avenue intersection approach. Without a left turn deceleration lane, there will be a greater probability for rear end accidents as well as greater danger for bike riders in the bike lane adjacent to the travel lane. Some through traffic will (illegally) pull into the bike lane to pass (on the right) a vehicle waiting to make a left turn. While the level of service analysis provided by the applicant's traffic engineer does show the intersection operating at an acceptable level without a left turn deceleration lane on the Valparaiso approach, this simplified analysis does not take into account the realities of increased safety factors due to the exclusion of the left turn lane. The primary beneficiary of the left turn deceleration lane would be the Sacred Heart Schools' parents and students.

***Response to SHS-SD-19***

**Page IV.G-62 Impact Traf-7.** If the school can guarantee that there will be no construction-related traffic on the local roadway system during the AM and mid afternoon peak hours of school traffic, the requested change would be acceptable. However, the school will need to do more than just "advise" their contractors when construction traffic should not be on the local system. A firm traffic management plan with precise timeframes when no construction traffic is permitted on the local system should be prepared and submitted to the Town for approval.

***Response to SHS-SD-20***

**Page IV.G-63 Impact Traf-7.** Comment noted. This change would not result in any additional impacts or needed mitigations.

***Response to SHS-SD-21***

This comment correctly states that an EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project. Because an EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment (Public Resources Code Section 21002.1), the discussion of alternatives focuses on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly.

The alternatives analyzed in the Draft EIR were chosen for their ability to reduce or avoid impacts resulting from the Project to trees, noise, and traffic. However, as noted in the Draft EIR, none of the alternatives would reduce or eliminate all of the significant impacts of the Project. Alternative 2, the No Project/No Build Alternative would result in incrementally fewer impacts to aesthetics, biological resources, and noise. However, it would also allow a maximum enrollment of 1,250 students as proposed by the April 2008 SHS Master Plan, which would result in increased impacts to air quality and traffic. Alternative 4, the Reduced Enrollment Alternative would have similar impacts to aesthetics, biological resources, and noise as the Project, but would reduce vehicle trips, which would incrementally reduce impacts to air quality and traffic due to the reduction in students. However, even this incremental reduction in trips would result in similar impacts to traffic as under the Project and require implementation of similar mitigation measures. All of the Project's impacts would be reduced to a level of less than significance and there are no significant and unavoidable impacts resulting from the Project that an alternative would eliminate.

CEQA requires that a public agency must use its available powers to require mitigation measures to reduce impacts from a project. The Town of Atherton will require that mitigation measures as recommended in the Draft EIR be adopted for the Project. In addition, the Town will make findings in accordance with CEQA that all feasible mitigation measures have been incorporated into the Project. Therefore, the actions of the Town would be consistent with CEQA in approving and adopting the Project.

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## IV. REVISIONS TO THE DRAFT EIR

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This section presents corrections and clarifications that have been made to the text of the Draft EIR. These changes include revisions resulting from specific responses to comments and staff-initiated text changes to correct non-substantive errors. The text revisions are organized by section and page number as they appear in the Draft EIR. Text deleted from the Draft EIR is shown in ~~striketrough~~, and new text is underlined.

### Executive Summary

Page II-3 of the Draft EIR is revised as follows:

~~Three~~ Four alternatives were analyzed that would feasibly attain most of the basic project objectives, but would avoid or substantially lessen some of the significant effects of the Project. These alternatives include the following:

Page II-13 of the Draft EIR is revised as follows:

### Mitigation Planting Program

In addition to the above listed mitigations, Project landscape architects have developed a Mitigation Planting Program to mitigate the near-term and long-term loss of site trees due to implementation of the Project as follows:

The St. Joseph's portion of the Project is proposing ~~47~~ 45 replacement trees for impacts to ~~24~~ 16 Heritage trees. All Heritage oaks shall be replaced with 48" boxed coast live oak (*Quercus agrifolia*) at a 1:1 replacement ratio. All other species of Heritage trees shall be replaced with 15 gallon *Q. agrifolia* at a 3:1 replacement ratio in accordance with the Town of Atherton Heritage Tree Ordinance (Chapter 8.10). For the 41 additional ornamental trees that shall be impacted, ~~404~~ 111 replacement plantings are planned (see Planting plans for sizes, species and locations).

The West Fields portion of the Project is proposing no impacts to Heritage trees. For the 58 ornamental trees that will be impacted, ~~47~~ 19 24" box California sycamore (*Platanus racemosa*) and 2 valley oak (*Quercus lobata*) replacement plantings are planned. In addition, 5 mature fruiting olive (*Olea europaea*) would be relocated (see Planting plans for sized, species and locations).

As discussed above, prior to mitigation, the proposed impact to as many as ~~2416~~ 16 Heritage trees and ~~404~~ 94 ornamentals site wide would constitute a potentially significant impact.

### Project Description

Figure III-8 has been revised to as:

View 10: View of ~~Sigall Hall~~ Morey Building from Elena Avenue Parking Area.

Page III-20 of the Draft EIR is revised as follows:

A list of the required approvals, permits, and discretionary actions ~~permits and approvals~~ that may be required is shown in Table III-3.

Page III-12 has been revised as follows:

An Initial Study/Mitigated Negative Declaration (IS/MND) was certified for the Science and Student Life Building Project on January 2, 2008. The IS/MND also analyzed the impacts of the demolition of the Morey Building; Quadrangle landscaping improvements; renovations to the Sigall Building and McGanney Sports Center; relocation of the ~~Preparatory School Athletic Field~~ existing softball field; and new and updated sewer, water, and other utility lines.

Page III-12 is revised as follows:

**Building Construction.** The Project proposes the construction of an approximately 21,400 square-foot two-story Lower School and an approximately 30,850 square-foot two-story Middle School (including a one-story addition for administrative offices and Chapel) for the St. Joseph's campus. The St. Joseph's campus would be relocated from its existing location along Emilie Avenue and moved closer to Park Lane and closer to the middle of the campus. A new approximately 6,360 square-foot Library, 21,900 square-foot St. Joseph's Assembly Hall and Performing Arts classrooms, Graduation Court, and Entry Court would be constructed as part of this complex. These buildings would all be one story. Building square footage constructed on the St. Joseph's campus would total approximately ~~99,000~~ 80,555 square feet.

Page III-14 is revised as follows:

Stormwater retention devices, including the use of bioswales and underground retention tanks, would be installed throughout the campus. Impervious surfaces on the site currently total 33 ~~areas~~ acres or approximately 46 percent of the Project site.

Page III-17, Table III-1 is revised as follows:

**Table III-1  
Sacred Heart Schools Campus  
Existing and Proposed Square Footage**

<b>Building</b>	<b>Existing (SF)</b>	<b>Demolished (SF)</b>	<b>New Construction (SF)</b>	<b>Proposed (SF)</b>
Main	68,008	—		68,008
Gym - McGanney	27,840	27,840	40,000 <sup>1</sup>	40,000
Sigall	21,000	—		21,000
Morey	17,950	17,950 <sup>2</sup>		—
Gate House	2,600	2,600	3,500 <sup>3</sup>	3,500
The Castle	1,000	1,000		—
Maintenance	1,000	—		1,000
Barn—Grounds Shop	2,400	—		2,400
Montessori	7,480	—		7,480
Foley Center	5,840	5,840		—
St. Joseph's #400	4,225	4,225		—
St. Joseph's #300	7,796	7,796		—
St. Joseph's #100	47,028	47,028		—
St. Joseph's #200	7,955	7,955		—
Speiker Pavilion	31,465	—		31,465
Campbell Center	28,000	—		28,000
Aquatic Center	2,000	—		2,000
Field House	7,700	—		7,700
Science & Student Life	44,100	—		44,100
St. Joseph's Lower	—	—	21,424	21,424
St. Joseph's Middle	—	—	30,853	30,853
Library	—	—	6,363	6,363
St. Joseph's Lower Assembly Hall/Performing Arts	—	—	21,915	21,915
Concession/Restrooms	—	—	3,000	3,000
<b>Total</b>	<b>305,387</b>	<b>64,394-284</b>	<b>99,215</b>	<b>340,208</b>

<sup>a</sup> Footnote:

<sup>1</sup>12,610 square feet of new construction.

<sup>2</sup>Morey Hall demolition previously analyzed in Science and Student Life Building IS/MND, January 2, 2008 and therefore the square footage is not considered as part of the demolition totals.

<sup>3</sup>900 square feet of new construction.

Source: Sacred Heart Schools, 2010.

Page III-18 is revised as follows:

The Project would be constructed in two phases. Phase One would occur from 2010 through 2012 and would include the St. Joseph's campus improvements, realignment of sports fields, roadway and entry improvements, parking facilities, the changing areas/restrooms/concession stand and storage, and landscaping and pedestrian improvements. The St. Joseph's campus improvements would be constructed in a single phase over approximately 15 to 18 months. Buildings 300 and 400 and Foley Center would be demolished at the start of the St. Joseph's phase of the Project. The 100 and 200 building will be demolished once the new Lower School building is completed. Temporary classrooms will be used during the building phase.

Phase Two would occur from 2012 to 2014 and would include the construction of the McGanney Sports Center replacement (including a Practice Gym), ~~the changing areas/restrooms/concession stand and storage~~, and renovations to the maintenance shop area. Renovations to the maintenance shop area would be to create a new central delivery point and would include a new access roadway.

#### **Section IV.D, Biological Resources**

Page IV.D-25 has been revised as follows:

The development of the site would involve impacts to heritage trees on site which are protected under the Town of Atherton Heritage Tree Ordinance (Chapter 8.10) including Valley oaks (*Quercus lobata*) which are components of Valley Oak Woodland, a protected Sensitive Community. The removal of and or encroachment on ~~24~~ 16 Heritage trees, 6 of these trees are oaks, and ~~104~~ 94 ornamentals site wide would constitute a potentially significant impact. In addition, buildout of the Master Plan would involve the removal of and/or encroachment on additional trees including Heritage trees. This would be a *significant* impact.

Page IV.D-28 has been revised as follows:

#### *Mitigation Planting Program*

In addition to the above listed mitigations, Project landscape architects have developed a Mitigation Planting Program to mitigate the near-term and long-term loss of site trees due to implementation of the Project as follows:

The St. Joseph's portion of the Project is proposing ~~47~~ 45 replacement trees for impacts to ~~24~~ 16 Heritage trees. All Heritage oaks shall be replaced with 48" boxed coast live oak (*Quercus agrifolia*) at a 1:1 replacement ratio. All other species of Heritage trees shall be replaced with 15 gallon *Q. agrifolia* at a 3:1 replacement ratio in accordance with the Town of Atherton Heritage Tree Ordinance (Chapter 8.10). For the 41 additional ornamental trees that shall be impacted, ~~404~~ 111 replacement plantings are planned (see Planting plans for sizes, species and locations).

The West Fields portion of the Project is proposing no impacts to Heritage trees. For the 58 ornamental trees that will be impacted, 17 19 24” box California sycamore (*Platanus racemosa*) and 2 valley oak (*Quercus lobata*) replacement plantings are planned. In addition, 5 mature fruiting olive (*Olea europaea*) would be relocated (see Planting plans for sized, species and locations).

As discussed above, prior to mitigation, the proposed impact to as many as ~~24~~16 Heritage trees and ~~101~~94 ornamentals site wide would constitute a potentially significant impact.

**Section IV.G, Traffic**

Page IV.G-5 is revised as follows:

**Emilie Avenue** is a two-lane north-south street extending between Valparaiso Avenue and ~~Alexandra~~ Alejandra Avenue.

Page IV.G-14 is revised as follows:

3. There were significant vehicle queues on both the Emilie and Elena avenue approaches to Valparaiso Avenue (see Appendix Table ~~BJ~~).

Page IV.G-16 is revised as follows:

Please see Appendix ~~BJ~~ for the warrant criteria chart.

**Appendix**

Appendix Table C1.2 is revised as follows:

Field House	7700	2007	<del>Nibbi Brothers</del> <u>Pfau Architecture</u>	Locker rooms, bathrooms, bleachers on top
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**View 9:** Cemetery, Near Center of Campus Looking Northwest.



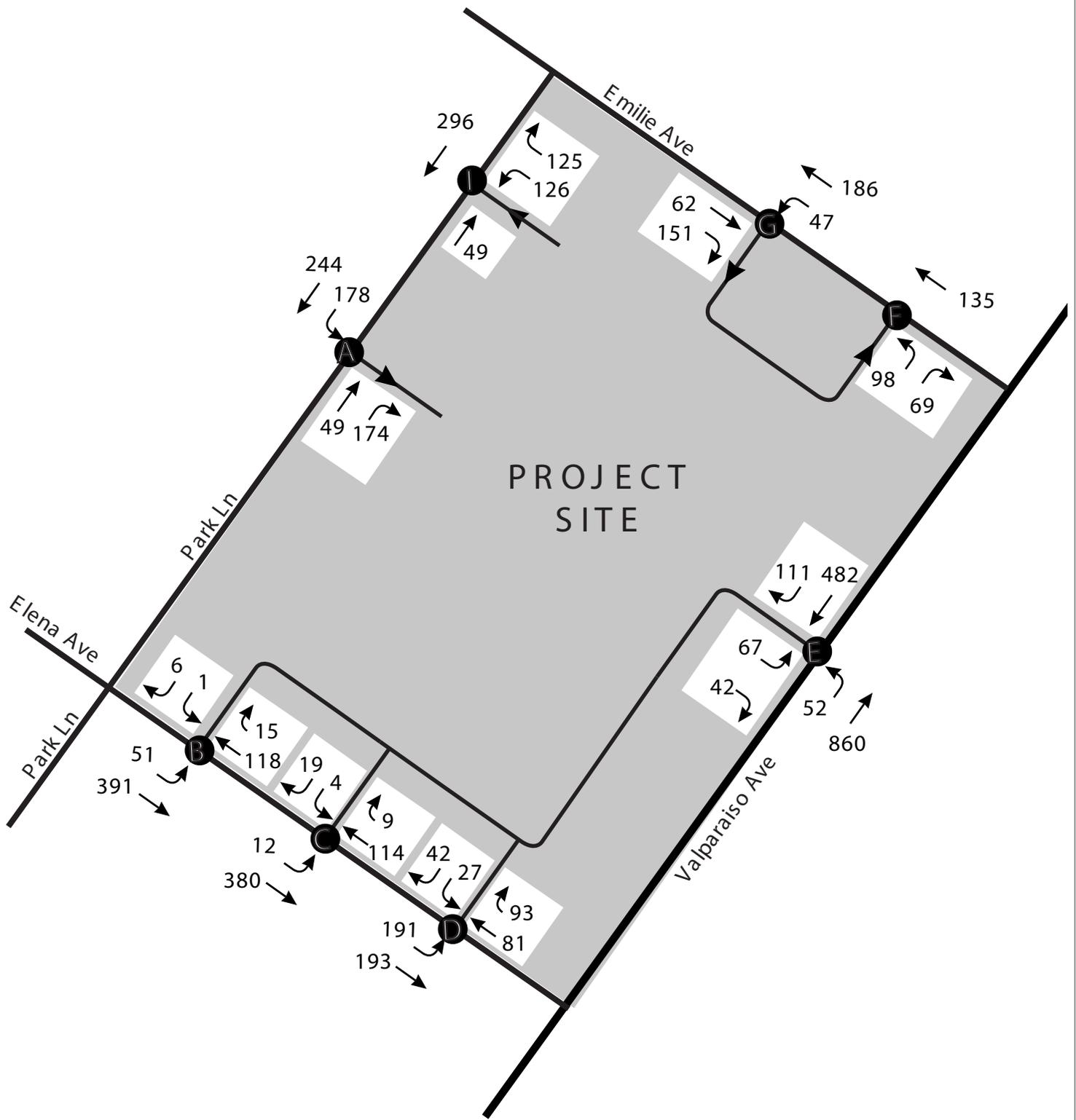
**View 10:** View of Sigall Hall Morey Building from Elena Avenue Parking Area.

Source: Christopher A. Joseph & Associates, 2010.



CHRISTOPHER A. JOSEPH & ASSOCIATES  
Environmental Planning and Research

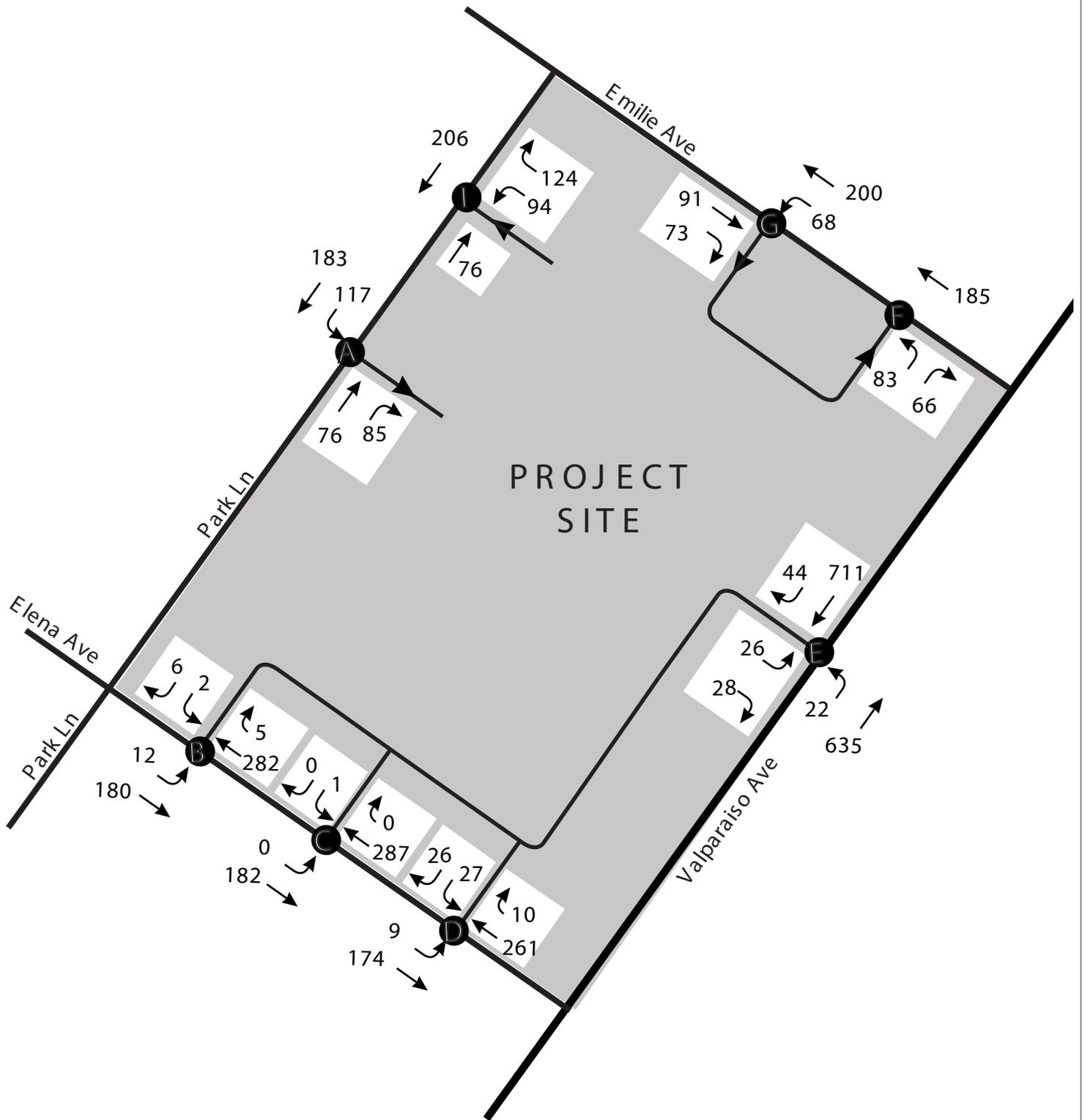
Figure III-8  
Views 9 and 10



Source: Crane Transportation Group, 2010.



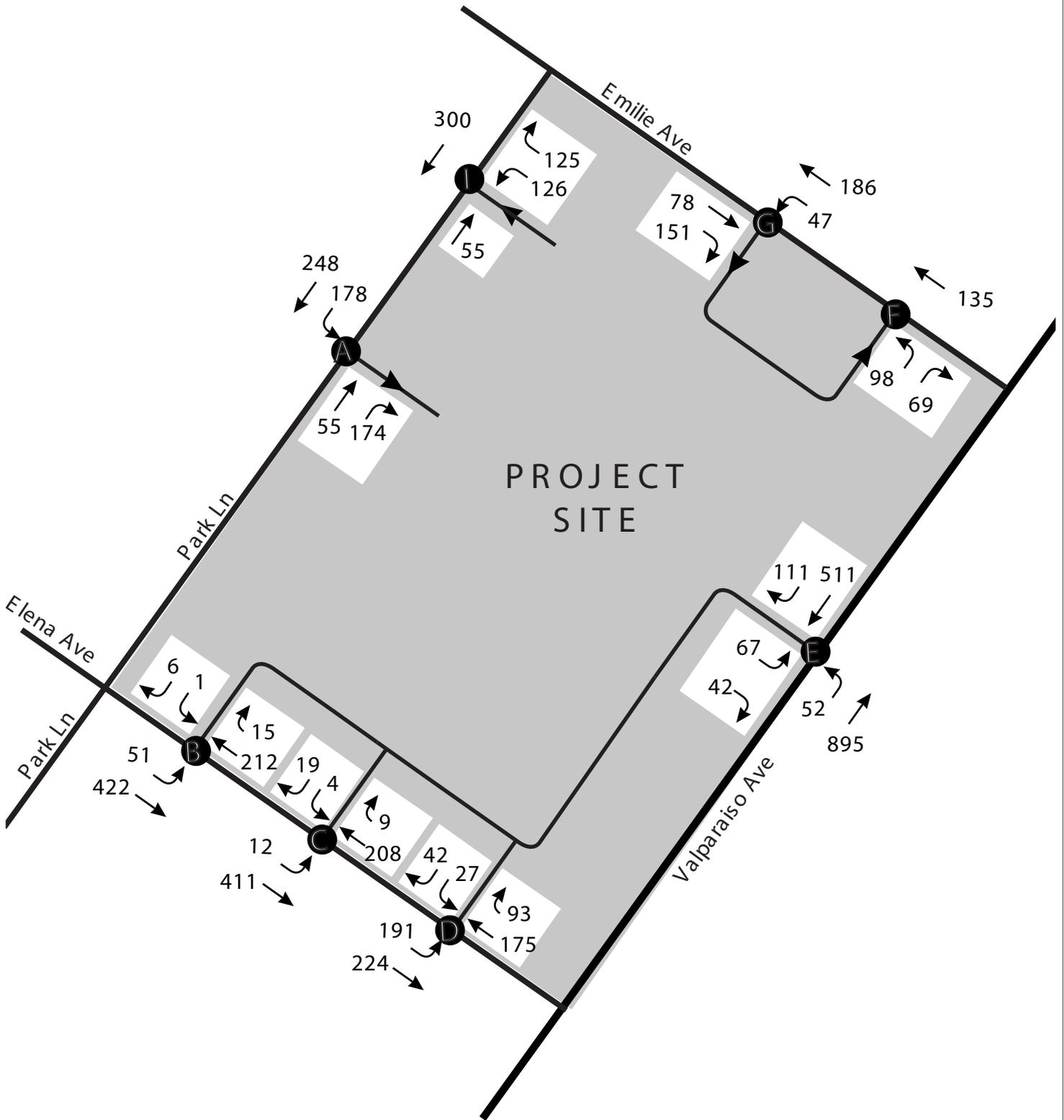
Not to Scale



Source: Crane Transportation Group, 2010.



Not to Scale



Source: Crane Transportation Group, 2010.

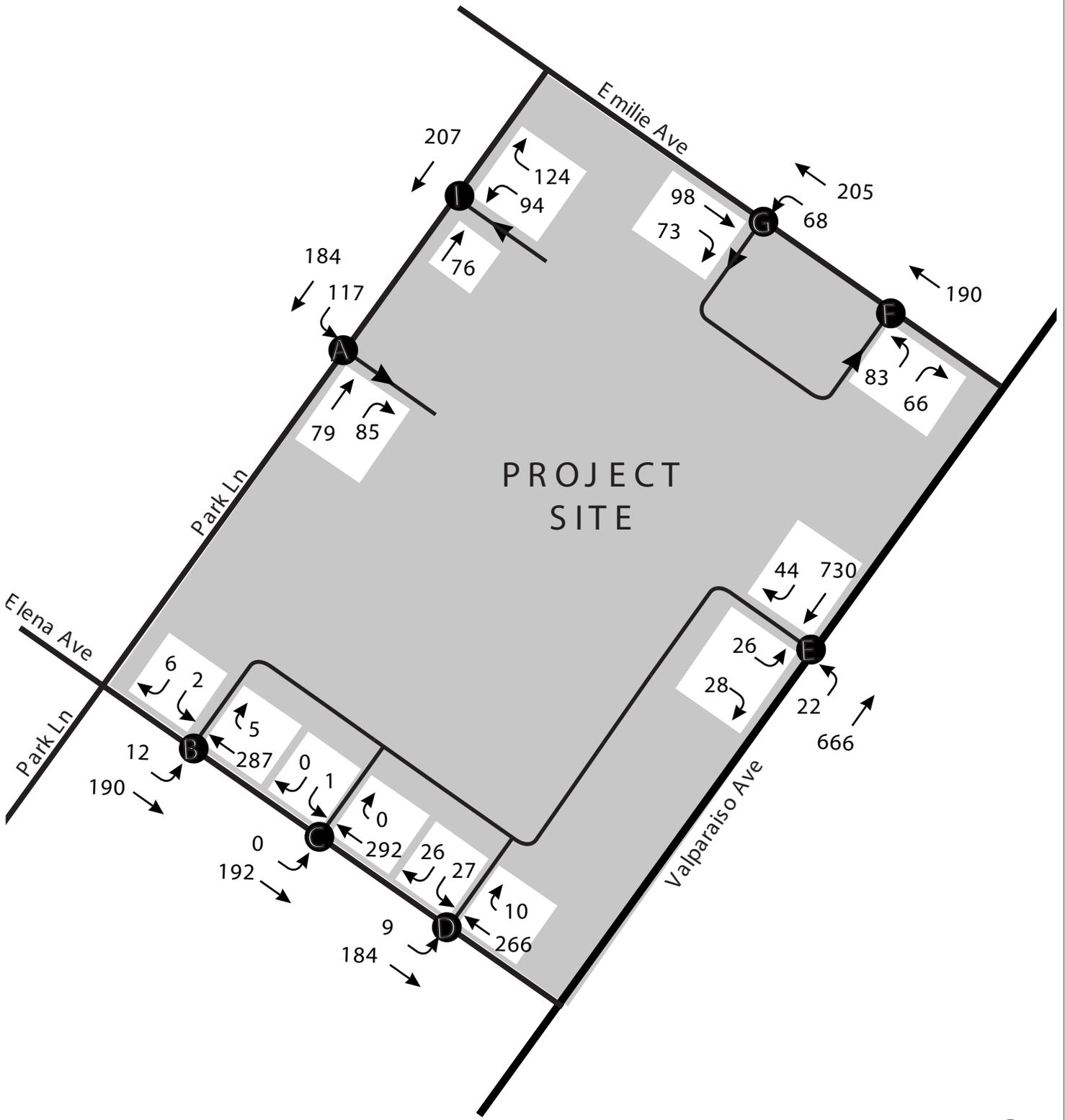


Not to Scale



CHRISTOPHER A. JOSEPH & ASSOCIATES  
Environmental Planning and Research

Figure IV.G-19  
Year 2030 AM Peak Hour  
Base Case + Project Driveway Volumes



Source: Crane Transportation Group, 2010.



Not to Scale



CHRISTOPHER A. JOSEPH & ASSOCIATES  
Environmental Planning and Research

Figure IV.G-20  
Year 2030 Mid Afternoon (Post School) Peak Hour  
Base Case + Project Driveway Volumes



**Item No. 25**

**DATE: FOR THE CITY COUNCIL MEETING OF JULY 21, 2010**

**TO: HONORABLE CITY COUNCIL  
CITY MANAGER JERRY GRUBER**

**FROM: NEAL J. MARTIN, TOWN PLANNER  
LISA COSTA SANDERS, DEPUTY TOWN PLANNER**

**SUBJECT: 150 VALPARAISO AVENUE (APN 070-390-010)  
CONDITIONAL USE PERMIT FOR WEST FIELDS PROJECT**

**RECOMMENDATION:**

Staff recommends that the City Council make the required findings and approve the West Fields Conditional Use Permit with the conditions recommended in the draft Conditional Use Permit Certificate.

**BACKGROUND:**

After certification of the Final EIR for the Sacred Heart Schools Master Plan, SHS will submit one or more applications for conditional use permits to the Town for approval of the development projects described in the master plan. However, Sacred Heart Schools has applied for one conditional use permit to be considered simultaneously with the review of the EIR; that is the West Fields Project.

CEQA favors joint processing of environmental review and project applications and calls for certification of the environmental documents by the decision-making body. The Planning Commission is the decision-making body for conditional use permits. However, Chapter 15.32 of the Atherton Municipal Code requires that EIRs be certified by the City Council, and that for a project with an EIR, the decision be made by the City Council after recommendation from the Planning Commission. Therefore, the Planning Commission's action on this CUP was a recommendation rather than final approval.

**PROJECT DESCRIPTION:**

One of the projects included in the 2010 Sacred Heart Master Plan is the West Fields Project. This project includes the components listed below:

- Extension of the Elena Avenue parking lot northerly to near the corner of Park Lane and Elena Avenue.
- Relocation, realignment and synthetic turf installation of the baseball, soccer and multi-purpose fields.
- Installation of a small concession and restroom facility.

The West Fields Project is located on the Sacred Heart Prep Campus and in the west corner of the campus closest to the Elena Avenue and Park Lane corner.

### **ANALYSIS:**

The existing, vacant Morey Building and the Elena tennis courts have been scheduled for removal for several years. Once these facilities have been removed there will be sufficient space to accommodate the West Fields Project.

#### *Playing Fields*

While no new facilities are proposed, the existing baseball, soccer and multi-purpose fields are proposed to be relocated and realigned in order to separate the baseball and soccer fields. A multi-purpose field (practice field) is proposed to be constructed southerly of the baseball field.

All of the fields will be replaced using synthetic turf. Sacred Heart indicates that this will allow greater use during the winter and spring when muddy conditions often prevent use of natural turf fields. Use of synthetic turf increases the amount of impervious surface on the campus and could lead to increased storm drainage runoff. The Atherton Municipal Code requires that all increased stormwater runoff be detained and treated. As stated in the Draft EIR “Stormwater detention would be accomplished by limiting any stormwater discharge from the Project to pre-development levels. Stormwater treatment would be accomplished by directing the raw stormwater to either a bio-retention area or a vegetated swale. The stormwater treatment and stormwater detention would meet the requirements of the Town Atherton ... and RWQCB design criteria.” Therefore, the potential increase in storm drainage runoff will be mitigated.

There are no Heritage Trees impacted by this project.

Portable bleachers are planned to be used at the baseball and soccer fields. If permanent bleachers are proposed in the future an additional Conditional Use Permit will be required.

No lights are proposed on any of the fields.

A sound system and permanent speakers are proposed at the baseball field. Sound from the system will be directed inward towards the baseball field. Upon completion the sound level will be tested and reviewed by the Building Official and set to an amplification level so as not to adversely affect neighbors as determined by the Building Official. A similar process was successfully used to regulate the sound system at the Sacred Heart football field. A condition implementing this requirement is included in the draft Use Permit Certificate. It should be noted that noise impacts

associated with the West Fields were analyzed in the Draft EIR and found to be less than significant (Page IV.F-23 to 25).

### Concession Facility

A small, one story concession facility with approximately 2,000 square feet of floor area is proposed between the Practice Field and the Aquatic Center. It will contain restrooms, a concession area, two small locker rooms and a storage closet. It is designed to serve all of the athletic facilities in the northwest corner of the campus. The exterior will match the existing Aquatic Center.

### Elena Parking Lot Extension

The existing Elena parking lot in the western most part of the campus is proposed to be extended towards Park Lane. The extension layout will match the existing lot. Approximately 113 new parking spaces will result from the extension. However, approximately 75 parking spaces will be removed when the Elena Tennis Courts and Morey Building are demolished. Therefore, there will be approximately 38 net new spaces added.

The Elena Parking Lot will be used daily for student parking and will also be available for sporting events and other evening campus events not related to field play. Handicap spaces will be provided as required by the Municipal Code.

No Heritage Trees will be impacted by this extension. The School plans to transplant 4-5 olive trees from other areas on the campus to this site, consistent with other olives that exist in this parking lot.

Stormwater detention and treatment from runoff in this area will be handled as described above in the Playing Fields section.

### **ENROLLMENT:**

The School states that implementation of this project does not imply any substantial increase in student enrollment at the School. Current enrollment is 1,092 students.

### **TRAFFIC AND TRANSPORTATION:**

Since enrollment is planned to remain constant it is anticipated that there will be no substantial increase in campus traffic. There will however be short-term construction related traffic as result of the project. Conditions of approval have been incorporated into the Use Permit Certificate related to reduction of construction related traffic impacts. Start date for the project depends upon approval by the City Council. If the project is approved in July 2010 then the project may commence late July or early August. The project is expected to take 5 months; therefore completion should be in early 2011.

The School states that most of the dirt removed from the fields will be use on-site for fill. The

proposed truck route for materials delivery and off haul is via Valparaiso Avenue to Elena Avenue and Park Lane, if necessary.

**CONSISTENCY WITH MASTER PLAN:**

The Sacred Heart Schools Master Plan was accepted for filing by the Atherton Planning Commission on March 28, 2001. The latest update to that plan was submitted to the Planning Commission in April 2010. The Master Plan document includes a map entitled “Master Plan Update” that shows the proposed playing fields, concession facility and Elena Parking Lot Extension in essentially the same location as the presently proposed West Fields Project. The current proposal is essentially the same as that represented in the Master Plan and is therefore consistent with the Master Plan.

**CONSISTENCY WITH GENERAL PLAN AND ZONING:**

The Atherton General Plan designates the Sacred Heart Schools for Public Facilities and Schools uses. This land use category is defined as including the types of activities and facilities that are generally recognized as more conveniently provided by public or quasi-public agencies than by the private sector. Such uses include utilities such as water, sewer and power, basic facilities such as local government and schools, and services such as police and fire protection.

The property is zoned PFS (Public Facilities and Schools) District which allows private schools as a conditional use. A Conditional Use Permit is required for any new uses proposed at the site. Thus this application is being made for the West Fields Project. The proposal complies with all of the building and lot requirements established in Section 17.32.040 of the Atherton Municipal Code. The maximum building height is 34 feet. A 75-foot side yard is provided along the Elena Avenue side of the property. Lot coverage is less than the 40 percent maximum.

**REQUIRED FINDINGS:**

1. The proposed uses at the proposed locations will not be detrimental or injurious to persons, property or improvements in the vicinity, and will not be detrimental to the public health, peace, safety, comfort, general welfare or convenience.
2. The proposed uses will be located and conducted in a manner in accord with the general plan and the purposes of that plan and the Zoning Title of the Atherton Municipal Code.
3. The proposal is consistent with the Atherton General Plan and PFS zoning district standards.
4. The proposed project is consistent with the Sacred Heart Schools Master Plan.
5. The City Council reviewed and considered the information contained in the Final EIR prior to recommending approval of the project.

**CONCLUSION:**

It is Planning Staff's professional opinion that the proposed uses would not be detrimental or injurious, is consistent with the primary use of the site as a school, that adequate provisions have been made to accommodate traffic, that adequate parking is available both during and after construction and that proposed conditions of approval will minimize impacts.

An Environmental Impact Report was prepared and circulated for public review prior to consideration of the Conditional Use Permit for the West Fields Project by the City Council. That environmental document contains recommended mitigation measures to minimize potential impacts. Those mitigation measures have been incorporated as recommended conditions in the Draft Conditional Use Permit Certificate.

The Planning Commission considered the West Fields Project Conditional Use Permit application at its regular meeting of June 23, 2010. At the conclusion of the public hearing the Commission recommended that the City Council approve the Conditional Use Permit with the conditions specified in the draft Use Permit Certificate.

**ALTERNATIVES:**

Alternatives would be to deny the Conditional Use Permit or require relocation or modification of the fields, concession facility and parking lot extension.

**FISCAL IMPACT:**

All costs covering the processing of this application are paid for by the applicant.

**ENVIRONMENTAL IMPACT:**

An Environmental Impact Report was prepared for the Sacred Heart Schools Master Plan Project. That environmental document was circulated for public review in accordance with the California Environmental Quality Act. The City Council is required to consider the environmental document as part of its deliberations on this project.

**FORMAL MOTION:**

I move that the City Council make the findings recommended in the Staff Report and approve the Conditional Use Permit for the West Fields Project with the conditions as stated in the draft Conditional Use Permit Certificate.

*/s/ Neal J. Martin*

*/s/ Lisa Costa Sanders*

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Neal J. Martin, Town Planner  
Lisa Costa Sanders, Deputy Town Planner

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Jerome D. Gruber, City Manager

**Attachments:**

1. Draft Conditional Use Permit Certificate – West Fields Project
2. Memo and attached drawings to the Planning Commission from Sacred Heart Schools supporting the West Fields Project Use Permit Application

**Draft**

**TOWN OF ATHERTON  
CITY COUNCIL  
CONDITIONAL USE PERMIT CERTIFICATE**

THIS IS TO CERTIFY THAT the Atherton City Council at a regular meeting thereof, held on Wednesday, July 21, 2010, did grant a Conditional Use Permit to Sacred Heart Schools pursuant to Atherton Municipal Code Chapter 17.52 to permit the items listed below. Pursuant to Atherton Municipal Code Section 17.52.080 B the Conditional Use Permit for all of the listed items shall be considered used when a building permit has been issued for any one of the listed items.

1. Extension of the Elena Avenue parking lot northerly to near the corner of Park Lane and Elena Avenue.
2. Relocation, realignment and synthetic turf installation of the baseball, soccer and multi-purpose fields.
3. Installation of a small concession and restroom facility.

All of the approved uses are located at 150 Valparaiso Avenue (Assessor's Parcel Number 070-390-010). The Permit was approved subject to the following conditions:

1. The project shall be constructed in accordance with the plans submitted as part of the conditional use permit application, to the satisfaction of the Town Planner.
2. All other present and future improvements to the property shall comply with PFS Zoning provisions and other applicable ordinances.
3. The applicant shall follow San Mateo County Storm Water Pollution Prevention Program (STOPPP) recommended "Construction Materials Handling and Disposal" and "Construction Practices" and prohibit the occurrence of any non-storm water discharges into the storm drain system.
4. Prior to first use of the amplified sound system at the baseball field the system shall be sound tested with the Atherton Building Official present. The Building Official shall determine the appropriate level of amplification and the system shall be locked or fixed so as not to exceed that level. Should there be future complaints to the Town about amplification levels, the system shall be adjusted to the level determined satisfactory by the Building Official.
5. To mitigate potential parking impacts during construction prepare a parking plan, consisting of on-site and off-site facilities, for construction worker parking that is to be approved by the Town Planner prior to construction beginning. The construction contract shall require the contractor to comply with the parking plan.

6. To mitigate potential traffic impacts during dirt haul operations require the contractor to develop a detailed traffic management plan to control off-haul and crew traffic, including traffic controls/flagging personnel to manage traffic flow effectively during the morning school access hours and construction hours. The traffic management plan shall be approved by the Town Public Works Director prior to construction beginning.
7. To mitigate the effect of dust during construction implement the following measures:
  - a. Cover dirt haul and other vehicles carrying materials that could generate dust.
  - b. Water structures during demolition and water exposed earth surfaces during grading and periods of dry weather.
  - c. Daily sweep or otherwise clean spilled dirt or mud from paved surfaces.
  - d. Comply with Air Quality Control Board standards and practices for construction activities.
8. All exterior lighting shall be shielded or down lit so the source of light is not visible from other properties to the satisfaction of the Building Official.
9. The applicant shall obtain approval for a landscape screening plan pursuant to Chapter 17.50 of the Atherton Municipal Code.
10. The applicant shall follow tree protection measures to ensure the preservation of other heritage trees on the site during construction of the projects to the satisfaction of the Town Arborist.
11. Construction parking along Park Lane shall be limited to the Sacred Heart frontage side of the street only.

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Neal J. Martin,  
Town Planner

Effective Date: \_\_\_\_\_, 2010  
Atherton, CA



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: JEROME GRUBER, CITY MANAGER**

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

**SUBJECT: RECONSIDERATION OF ROAD IMPACT FEE REFUNDS**

**RECOMMENDATION:** If the Council wishes to adopt the proposal advocated in the Colleagues Memorandum on road impact refunds presented to it at the June 2010 regular council meeting, Staff recommends the Council take the following actions:

1. Pass a motion rescinding the February 17, 2010 motion .(passed 4-0 with 1 absent). to increase the balance of the Road Impact Fee Fund to correct inappropriate charges made in the previous years from \$1,113,000 and instead authorize a transfer of \$432,713 and direct staff to bring back further information on the correct allocation of the previous transfers to General Fund of \$679,849 and the administrative fee charge of \$381,887.
2. Approve the use of General Fund undesignated reserve of \$432,713 to repay the Road Impact Fee Fund to correct a Fiscal Year 2003-2004 charge for corporation yard improvements; direct staff to bring back a budget amendment at its next regular meeting.
3. Pass a motion rescinding the motion passed 3-1 with 1 absent on February 17, 2010, to accept the citizens' group proposal to refund fees paid between July 1, 2006 through December 18, 2009 for an amount not to exceed \$1,655,000 and to be prorated after ninety days if the total applicants dollar value of the refunds

exceed the fund and instead to limit the refund to the additional 40% increment that went into effect on August 17, 2007, as proposed in the Colleagues Memorandum

4. Authorize the City Manager to enter in to an agreement with the Town's auditors, Maze and Associates, for accounting services in connection with overhead allocation to the Road Impact Fee Fund to determine whether the transfer of \$679,849 from the General Fund to the Road Impact Fee Fund approved by the Council on February 17, 2010 and the administrative service fee of \$381,887 were correct.
5. Direct the City Attorney to prepare a resolution incorporating the terms of a road impact fee refund program for approval by the City Council at its next regular meeting.
6. Approve an agreement with MuniServices for refund administration.

**INTRODUCTION:** At its regular June 2010 meeting, the City Council unanimously accepted the recommendation of a Colleagues Memorandum from Council Members Carlson and Marsala to consider, at its July 2010 meeting, limiting proposed road impact fee refunds to the 40% increment that went into effect on August 17, 2007. [Exhibit A: June 16, 2010 Colleagues Memo re Reconsideration of Road Impact Fee Refunds.]

The Memorandum stated:

Council and staff are struggling to come up with a balanced budget for the next year. The 5-year financial projections show the structural cost/revenue problem is large. While we may run a higher risk of potential litigation by refunding less, there had been a tacit acceptance of the fee before it was increased by 40%.

The Memorandum also asked that staff provide additional information, including:

1. Calculation of the total amount of the incremental (40%) road impact fees collected and not yet refunded.
2. Implementation of the plan for the refund process including process steps, documentation, and timetable requirements.

3. Determination of the amount of road impact fees accurately accounted for in the General Fund that should be transferred to the Road Impact Fee account.

The requested information is provided below.

**BACKGROUND:** In December of 2009, the City Council adopted Resolution 09-50 rescinding the Road Impact Fee. That resolution also authorized a full refund of any road impact fees paid on or after September 18, 2009. (A claim for refund of a mitigation fee must be made within 90 days of payment.) [Exhibit B: Resolution 09-50]

At its February meeting, the City Council voted 4-1, (Dobbie absent), to increase the balance of the Road Impact Fee Fund by \$1,113,000 to correct inappropriate charges made in previous years. Council also voted and approved 3-1-1 (McKeithen opposed, Dobbie absent) to accept the citizens' group proposal to refund fees paid between July 1, 2006 through December 18, 2009 for an amount not to exceed \$1,655,000 and to be prorated if the total dollar value of the refunds exceeded the fund balance. However, the Council did not approve the budget amendment needed to make the actual transfer between funds.

**REQUESTED INFORMATION:**

1. **Fees Collected Because of 40% Increase.** The Town increased its road impact fees by 40% when it modified its building permit fee calculations in 2007. The increased road impact fee was charged until the fee was rescinded. However, the Council has already authorized full refunds for fees paid on or after September 18, 2009, and staff does not recommend modifying that action. Road impact fees collected from August 17, 2007, when the increased fee was first charged, until September 18, 2009 totaled \$1,769,000. This figure needs to be adjusted because some projects for which road impact fees were paid were cancelled before construction. In those cases, the road impact fees were refunded in full. Because the Town did not shift to its current record keeping software until May 2008, an item-by-item hand review of records is necessary to get a

completely accurate figure. However, based on documents reviewed to date, it appears that \$278,000 in road impact fees was refunded, leaving net road impact fee proceeds of approximately \$1,491,000. The funds collected because of the 40% increase totaled \$427,000. [A forty percent fee increase is equal to 28.6% of the increased fee: total fee – (total fee divided by 1.4)].

2. **Refund Procedure.** In February of this year, the City Council voted to authorize a refund program for road impact fees collected on or after July 1, 2006, to supplement the previously-authorized refunds of fees paid on or after September 18, 2009 and directed staff to propose a refund procedure. Staff presented a proposed refund procedure to the City Council at its March meeting in the form of draft resolution; the resolution was tabled and has not been adopted by the Council. [Exhibit C. DRAFT Resolution 10-19] The key elements of the program were as follows:

- a. **Notice.** Because of difficulties in identifying payors of road impact fees before May of 2008, Draft Resolution 10-19 proposed mailed notice to each improved parcel in the Town and to those architects and contractors listed in the Town's business license registry during the period for which refunds are available. In addition, notice would be published in the *Almanac* and posting on the Town's website. However, staff now believes it is preferable, and possible, to compile a list of all fee payers and send notice to each of them. MuniServices has expertise in designing effective notification process and forms and staff would seek their assistance in finalizing the details of notice and forms.
- b. **Refund Period.** Written claims must be filed within 90 days after notice is first mailed and published. Forms and instructions would be provided by the Town in paper and electronic form; however, paper copies of refund applications would be required.
- c. **Proof of Payment.** Proof of payment, in the form of a receipt or cancelled check, would be required. If proof of payment could not be located for a particular permit, the Town has records indicating the fee was paid and by whom, then the Town could issue a refund upon a sworn affidavit from the presumed payor of the fee.
- d. **Refund to Payor.** Refunds would be payable to the individual or entity that paid the fee unless they directed otherwise. The Town would not attempt to resolve disputes

among property owners, architects, or contractors as to which of them might have a claim for reimbursement.

- e. **Refunds from Road Impact Fee Fund Only.** Refunds would be limited to the funds in the Road Impact Fee account. No refunds would be paid until the claim period had expired. If funds were insufficient, refunds would be pro-rated.
- f. **Settlement and Release Form Required.** The Town has already authorized full refunds for impact fees paid within ninety days of the repeal of the road impact fee. In order to participate in the extended refund program, the individual or entity claiming the refund would be required to sign a settlement and release form releasing the Town of all liability in connection with its Road Impact Fee, and indemnifying the Town against claims by third parties. The indemnity requirement is to reduce the risk that the Town would incur expenses because of disputes among various claimants to a particular refund.
- g. **Costs to be Paid from the General Fund.** There is no legal authority for using road impact fees to cover the cost of administering a voluntary refund program. Therefore, staff recommends that the costs be covered by the general fund.

### 3. **Correction of Accounting Errors in Road Impact Fee Fund.**

In his letter dated January 11, 2010 addressed to Mayor Kathy McKeithen, Jeffrey Wise questioned two expenditures from the Road Impact Fee Fund.

A. Charge in Fiscal Year 2003-2004 of \$432,713 for cost of corporation yard construction. The road impact fee funds are used for repairs of damage to the Town's streets caused by the heavy vehicles and loads used in construction. The work is done by construction firms under contract with the Town. The corporation yard is not used for this purpose and staff agrees that this charge was properly reversed by the City Council at its February meeting. .

B. Operating Transfers to the General Fund of \$542,192. Staff reviewed these expenditures and determined that an additional line item for Administrative Services totaling \$381,887 should also be examined. A significant part of the workload of the Public Works Department is the administration of the road impact fee program, in particular setting priorities for work, preparing bid

documents, letting bids, administering contracts and inspecting the work. The Public Works Department also requires support from other Town departments, including the Finance Department and the City Attorney's Office. The public Works Director has reviewed these expenses to determine if they were properly allocated among the Road Impact Fee Fund, the General Fund, and other special funds. To complete the determination of whether the February General Fund transfer for overhead expenses was correct, or should be reduced, the Staff recommends retaining the services of the Town's auditor to approve the methodology and allocations as described below.

**CONTRACT SERVICES:** Staff previously presented to Council a proposed contract with MuniServices for the administration of the refund program. MuniServices handled the business license refunds for the Town in 2009. The proposed agreement is attached as Exhibit D. The contract cost would be \$40,000, payable from the General Fund. Staff does not have the capacity to administer this program while carrying on other essential Town work without additional staffing. MuniServices has provided efficient service at a lower cost than the Town could achieve

Staff has also obtained from the Town's auditors, Maze and Associates, a proposal for agreed-upon procedures for review of the Road Impact Fee fund. The purpose of the review is to verify that the available cash balance is accurate and the Town's overheads costs allocated to the Road Impact Fee Fund are based on a reasonable methodology. The scope of services is attached as Exhibit \_E. The cost of the proposed services is \$7,775.

**FISCAL IMPACT:**

Costs of the recommended contracts are \$47,775. The proposed modification of the refund program would reduce the maximum anticipated refunds from approximately \$1,491,000 to \$427,000. Completion of a review by Maze and Associates may result in a recommendation to partially reverse the February 2010 transfer of funds from the General

Fund to the Road Impact Fee fund. Any funds remaining in the Road Impact Fee Fund would be available for road repair projects.

Should the City Council approve staff recommendations 2 (\$432,713), 4 (\$7,775), and 6 (\$40,000), use of \$480,488 of the General Fund undesignated reserve will be necessary.

	Before		After
Budget Stabilization Reserve 15-20% of GF Exp	1,589,238	15%	1,589,238
Emergency Disaster Reserve 15-20% of GF Exp	1,589,238	15%	1,589,238
Working Capital Reserve 5-10%	529,746	5%	529,746
Building Operating Reserve	450,777		450,777
Unreserved, Undesignated 8-10% of GF Exp	<u>1,455,500</u>		<u>975,012</u>
Projected Fund Balance 6/30/10	<u><u>5,614,498</u></u>		<u><u>5,134,010</u></u>

Prepared by:

---

Jerry D. Gruber  
City Manager

Attachments:

- A: Colleagues Memorandum
- B: Resolution 09-50 adopted December 18, 2009.
- C: DRAFT Resolution 10-19 tabled April 21, 2010 (not adopted)
- D: Proposed Contract with MuniServices for administration of program
- E: Proposed Scope of Services for Road Impact Fee Audit by Maze and Associates

**June 16, 2010 City Council meeting**

**Dear Colleagues,**

**Subject: Reconsideration of Road Impact Fees Refund**

**This is a request to place on the July agenda reopening the road impact fee fund. In light of the town's serious financial condition we propose the refund be limited to the additional 40% increment that went into effect on August 17, 2007, as had been proposed earlier by Councilmember Marsala.**

**Council and staff are struggling to come up with a balanced budget for next year. The 5-year financial projections show the structural cost/revenue problem is large. While we may run a higher risk of potential litigation, by refunding less, there had been a tacit acceptance to pay the fee before it was increased by 40%.**

**In addition, a Nexus study was never completed to support the 40% increase.**

**As part of the agenda item to reconsider the refund, at the July meeting, the staff is requested to provide the additional information, including:**

- 1. Calculation of the total amount of the incremental (40%) road impact fees collected and not yet refunded.**
- 2. Implementation plan for the refund process including process steps, documentation and timetable requirements.**
- 3. Determination of the amount of road impact fees inaccurately accounted for in the General Fund that should be transferred to the Road Impact Fee account.**

**Respectfully,**

*/s/ Jerry Carlson*

*/s/ Charles Marsala*

---

**Jerry Carlson**

---

**Charles Marsala**

**RESOLUTION 09-50**  
**RESOLUTION OF THE COUNCIL OF THE TOWN OF ATHERTON**  
**RESCINDING RESOLUTION NO. 05-34 (ESTABLISHING A ROAD IMPACT**  
**FEE) AND DIRECTING REFUND OF CERTAIN FEES PAID ON OR AFTER**  
**SEPTEMBER 18, 2009**

WHEREAS, the Town of Atherton previously adopted Resolution No. 00-27, establishing a road impact fee to address the damage to the Town's roads resulting from construction projects within the Town; and

WHEREAS, Resolution No. 00-27 was rescinded and superseded by Resolution No. 05-34, which increased the road impact fee and added an excavation fee to address the continued deterioration of the Town's roads which was judged by the City's consulting engineers to be the result of construction activity; and

WHEREAS, Resolution No. 06-19 rescinded the excavation, or off-haul fee but did not alter the road impact fee; and

WHEREAS, there is controversy as to the legality of a road impact fee adopted under the Mitigation Fee Act (Government Code Sections 66000 and following,) which fees are intended to address the impacts of construction on civic infrastructure, in light of Vehicle Code Section 9400.8, which prohibits local government charges for the lawful use of public streets; and

WHEREAS, it is the position of the California local governments that charge road impact fees for development projects that these are lawful fees on development rather than fees for the use of public streets, no court has ruled on this issue;

**NOW, THEREFORE, THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES RESOLVE AND ORDER AS FOLLOWS:**

Section 1.     Repeal of Resolution 05-34. Resolution 05-34 is hereby rescinded, effective immediately upon the passage of this resolution.

Section 2.     Refund of Road Impact Fee. The City Manager is hereby directed to refund road impact fees paid to the City on or after September 18, 2009, and to refund any road impact fees paid during fiscal year 2009-2010 for which a written protest was received within 90 days after payment of the fee. Such refunds shall be issued promptly to the party that has paid the fee upon execution of a settlement and release agreement in the form satisfactory to the City Attorney.

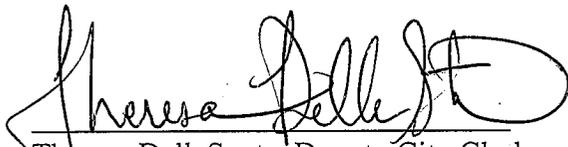
\*     \*     \*     \*     \*     \*     \*     \*     \*     \*     \*     \*

*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 16<sup>th</sup> day of December 2009, by the following vote:*

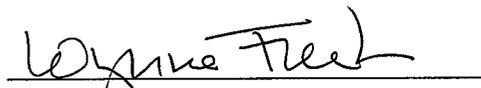
AYES: 5      Council Members: McKeithen, Dobbie, Marsala, Lewis, Carlson  
NOES: 0      Council Members:  
ABSENT:      Council Members:  
ABSTAIN:      Council Members:

  
Kathy McKeithen, MAYOR  
TOWN OF ATHERTON

ATTEST:

  
Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

  
Wynne Furth, City Attorney

**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

May 25, 2010

Ms. Louise Ho, Finance Director  
Town of Atherton  
91 Ashfield  
Atherton, CA 94027

Dear Louise:

We are pleased to confirm our understanding of the services we are to provide for the Town of Atherton. This letter will confirm the nature and limitations of the services we will provide and the various responsibilities and other terms of the engagement.

We agree to apply procedures to the Road Impact Fee Worksheet of the Town of Atherton (Town) for the period from fiscal year 2001 to fiscal 2009, and the period from July 1, 2009 to December 31, 2009. These procedures will be applied for the purpose of reporting our findings in regards to the results of the procedures performed. The procedures we will perform have been agreed to by the Town's management. These agreed-upon procedures are enumerated in the attached Schedule A.

Our engagement will be made in accordance with the attestation standards for agreed-upon procedures engagements of the American Institute of Certified Public Accountants. The Town's management is solely responsible for the sufficiency of the agreed-upon procedures for their purposes. Therefore, we make no representation as to the sufficiency of these procedures for the purposes of the specified parties or for any other purpose. The agreed-upon procedures are not designed to constitute an examination or review of the subject matter. Therefore, we will not express reasonable or limited assurance on the subject matter. We have no obligation to perform any procedures beyond those agreed to by the specified parties as enumerated in this letter of engagement. If, for any reason, we are unable to complete the review, we will not issue a report as a result of this engagement.

Our procedures are also not designed to detect error or fraud that is material to the subject matter information. However, we will inform you of any material errors or fraud that comes to our attention, unless clearly inconsequential. Our responsibility is limited to the period covered by our procedures and does not extend to matters that might arise during any later periods for which we are not engaged. At the conclusion of our engagement, we may also request certain written representations from you about the subject matter information and related matters. We will present a written report listing the procedures and our related findings. This report will be intended for use by and restricted to the use of the specified parties as identified above, and our report will contain such restricted-use language. We will maintain the confidentiality of your personal information and apply procedures to protect against any unauthorized release of your personal information to third parties.

The Town's management is responsible for establishing and maintaining a sound system of internal control in regards to the presentation of the Traffic Impact Fee Worksheet. These controls are the best means of preventing or detecting errors or fraud. Management is also responsible for selecting and determining the suitability and appropriateness of the criteria upon which the subject matter will be evaluated. Management is responsible for making all financial records and related information available to us. We understand that you will provide us with the basic information required for our procedures and that you are responsible for the accuracy and completeness of that information.

The timing of our review will be scheduled for performance and completion as follows:

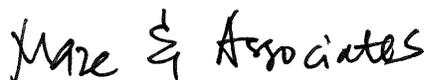
	<i>Begin</i>	<i>Complete</i>
Perform engagement procedures	6/14/10	6/18/10
Issue review report	6/16/10	6/25/10

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Our fee for the engagement will be \$7,775. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing the duplicate copy of this letter and returning it to us. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Very truly yours,



Maze & Associates

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Town of Atherton

Approved by: \_\_\_\_\_

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

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

**SCHEDULE A**  
**TOWN OF ATHERTON**  
**AGREED UPON PROCEDURES**  
**ROAD IMPACT FEE WORKSHEET**

- We will obtain the following items provided by the Town:
  - Road Impact Fee (RIF) Fund worksheet (worksheet)
  - Audited financial statements for fiscal years 2001 to 2009.
  - General ledger and trial balance reports
  - Adopted 2010 Budget Salary and Expense Allocation Plan.
- For each fiscal year from 2001 to 2009, we will perform the procedures enumerated below:
  - We trace the beginning cash balance to the corresponding audited basic financial statement.
  - We trace total revenue to the corresponding audited basic financial statements.
  - We trace total expenditures to the corresponding audited basic financial statements.
  - We trace net change to the corresponding audited financial statements.
  - We trace the total Road Impact Fee Revenue to the corresponding trial balance report.
  - We trace the total Other Reimbursements Revenue to the corresponding trial balance report.
  - We trace the total 2009 Street Reconstruction Expenditure to the corresponding trial balance report.
  - We trace the total Road Impact Fee Study Expenditure to the corresponding trial balance report.
  - We trace the total Seal, Patch & Overlay Expenditure to the corresponding trial balance report.
  - We trace the total Middlefield Rd. Rehab. Expenditure to the corresponding trial balance report.
  - We trace the total Street Reconstruction Expenditure to the corresponding trial balance report.
  - We trace the total 2002 Patch, Seal & Slurry Expenditure to the corresponding trial balance report.
  - We trace the total Atherton Avenue Reconstruction Expenditure to the corresponding trial balance report.

- We trace the total 2005-06 Selby Reconstruction Expenditure to the corresponding trial balance report.
  - We trace the total Street Corp Yard Remodel Expenditure to the corresponding trial balance report.
  - We trace the total Administrative Service Expenditure to the corresponding trial balance report.
  - We trace the total Operating Transfer to GF Expenditure to the corresponding audited basic financial statement.
  - We trace the total Fletcher-Ridgeview Reconstruction Expenditure to the corresponding trial balance report.
  - We trace the Ending Cash Balance to the corresponding audited basic financial statement.
  - We trace total Engineering Expenditures to the corresponding trial balance report.
  - We trace the 49% used in the calculation (CIP Portion of Engineering Expenditure) to the adopted 2010 Budget Salary and Expense Allocation Plan or similar report.
  - We recalculate the CIP Portion of Engineering Expenditures (49% times Engineering Expenditures).
  - We recalculate total CIP Expenditures.
  - We recalculate Road Impact Fee CIP Expenditures.
  - We recalculate RIF % of CIP.
  - We recalculate RIF Portion of Engineering Expense.
  - We trace the 19.23% of Administrative Cost Allocation to the adopted 2010 Budget Salary and Expense Allocation Plan or similar report.
  - We recalculate the RIF Cost Allocation of the Administrative cost.
- For the 6 months from July 1, 2009 to December 31, 2009, we performed the following procedures:
  - We trace the detail expenditures to general ledger trial balance report.
  - We trace the detail revenue to general ledger trial balance report.
  - We recalculate the net change.
- We will recalculate the total column.
- If needed to, we can add or delete procedures as deemed necessary, after we have discussed with the Town management.



## 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 JULY 21, 2010**

**SUBJECT: MCDONOUGH HOLLAND & ALLEN PC (MHA) CESSATION OF OPERATIONS**

#### **RECOMMENDATION:**

Retain current legal services and bring back to Council an agreement under the firm's new name.

#### **BACKGROUND:**

On July 1, 2010 Council received a correspondence from MHA referencing cessation of operations for their law firm. As indicated in the memo to Council and press release MHA is terminating its contract with the Town as of August 31, 2010 due to closure of the firm. The lawyer who provides legal services expects to announce within the next ten days the firm they will be joining where they expect to provide the same range of services.

The Town entered into a contract with MHA on February 13, 2009.

It would be in the Town's best interest to retain the services of the Town's current lawyers for reasons of continuity and legal stability.

Chapter 3.16.120 (**Bids Required**) states that bidding may be dispensed only when:

6. When the services of attorneys, engineers, accountants or other specialized professionals are sought as approved by the city manager.

**Attachment: July 1, 2010 memorandum from MHA**



**McDonough Holland & Allen PC**  
Attorneys at Law

**Wynne S. Furth**  
Attorney at Law

Oakland Office  
510.273.8780 tel  
510.839.9104 fax  
wfurth@mhalaw.com

July 1, 2010

Mayor Kathy McKeithen  
Vice Mayor Jim Dobbie  
Council Member Charles E. Marsala  
Council Member Jerry Carlson  
Council Member Elizabeth Lewis  
Town of Atherton  
94 Ashfield Road  
Atherton, CA 94027

Re: Cessation of Operations of McDonough Holland and Allen PC

Dear Mayor McKeithen and Council Members:

As you all know, McDonough Holland and Allen PC ("McDonough") is winding up its affairs and will cease operations in the next few months. While Ben Winig and I serve as your Assistant City Attorney and City Attorney, respectively, the Town's contract for legal services is with McDonough.

Our contract with the Town, which we entered into on February 13, 2009, provides that McDonough may terminate the agreement upon sixty-days' written notice to the Town. Since the legal entity of McDonough is dissolving, we are obligated to provide you notice that McDonough is terminating its contract with the Town as of August 31, 2010. We are fully committed to providing high quality legal services to the Town during this period of dissolution and hope to continue to represent the Town once we move our practice to another law firm.

McDonough's public law lawyers are presently in discussions with several law firms interested in acquiring our practice group. We expect to make a decision about where we will be bringing our clients, if they so choose, in the near future. We will notify you as soon as we have definitive information. We sincerely hope that you

**Sacramento**  
500 Capitol Mall  
18th Floor  
Sacramento, CA  
95814  
tel 916.444.3900  
toll free 800.403.3900  
fax 916.444.8334

**Oakland**  
1901 Harrison Street  
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Oakland, CA  
94612  
tel 510.273.8780  
toll free 800.339.3030  
fax 510.839.9104

[www.mhalaw.com](http://www.mhalaw.com)

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**McDonough Holland & Allen PC**  
Attorneys at Law

July 1, 2010  
Page 2

will wish to continue your relationship with us in that new setting. Meanwhile, we will focus on providing professional and high quality legal services to the Town.

Very truly yours,

A handwritten signature in cursive script that reads 'Wynne S. Furth'.

Wynne S. Furth

WSF:sih

cc: Jerry Gruber, City Manager  
Theresa DellaSanta, Deputy City Clerk



## 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 JULY 21, 2010**

**SUBJECT: CODE ENFORCEMENT ALTERNATIVES**

#### **RECOMMENDATION:**

Continue to use CSG and the Town's current Code Enforcement Official until additional information can be obtained regarding cost and service from Menlo Park and the Town of Hillsborough. Once all of the information is compiled staff will come back to Council in August for a final recommendation regarding continuing with CSG or looking to another agency for Code Enforcement services or the Town of Atherton.

#### **BACKGROUND:**

At the June 16, 2010 City Council Meeting the contract for CSG Consulting was on the agenda for consideration to renew. Council discussed the current proposed cost of the contract of \$ 58,000 and directed the City Manager to solicit input from other neighboring jurisdictions to see if they were interested in providing the Town with a Code Enforcement Official.

Staff called the following cities to see if any of them are interested in providing Code Enforcement services to the Town:

#### **Redwood City –**

Redwood City would charge the Town \$65 per hour to supply a code enforcement official. After speaking with John LaTorra, Building Official, he stated that the fee includes salary benefits and they subtract the hours that are devoted to non-billable activities. They are looking to help out and not make a profit.

**Menlo Park** –

We are open to shared services but want to make sure it works out for us economically and providing 8 hours per week would have to be evaluated carefully to ensure we can meet our city obligations while providing the quality of service your City would require. Further evaluation and dialogue would be required between the Town of Atherton and Menlo Park to determine if this is a viable option.

**Woodside** –

The Code Enforcement Officer's schedule is full and due to the Town's limited resources Woodside can not provide Code Enforcement to the Town of Atherton.

**Portola Valley** -

Portola Valley currently uses the same company as the Town of Atherton CSG for Code Enforcement

**Hillsborough** -

According to Hillsborough Finance Dept, the fee for Linda Clark would be \$132/hour (pay & benefits). Of course it could be adjusted to fit the needs of the Town.

Linda's credentials include the successful completion of Basic, Intermediate, and Advanced Code Enforcement training over the years. She has attended workshops which also include elements of Code Enforcement pertaining to the concerns of Building Officials and Fire Department Inspectors.

In her 10 years as serving as Hillsborough Code Enforcement Officer, under the oversight of the Police Department, she has developed a successful program of receiving complaints, assessing their nature, and keeping detailed paper trails which interface with our Building Department, Fire Department and City Attorney's Office. In most cases, she can resolve them in the first few steps of her process to gain voluntary compliance from resident offenders. In other more problematic cases, she has carried casework through to Official Code Enforcement hearings working in concert with the City Attorney's Office.

Additionally Linda has HPD dispatching experience as well as criminal court filing experience as the Court Officer for HPD and San Bruno PD.



## 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 JULY 21, 2010**

**SUBJECT: RECOMMENDATIONS FROM THE FINANCE COMMITTEE  
JULY 14, 2010 MEETING**

#### **RECOMMENDATION:**

Approve Resolution 10-41 adopting the recommendation for direction from City Council to the Finance Committee

#### **BACKGROUND:**

On July 14, 2010 the Finance Committee met at a noticed public meeting and discussed the five-year financial plan.

The Finance Committee requests that City Council approve directing the Finance Committee to make recommendations to the City Council in all matters related to developing a viable Five-Year Financial Plan.

#### **FISAL IMPACT:**

None.

#### **ATTACHMENTS:**

- 1- Correspondence from City Attorney re: budget, five-year plan and labor negotiations
- 2- Correspondence from Finance Committee member Alain Enthoven
- 3- Resolution 10-41 approving Finance Committee Recommendations



## Town of Atherton

### **FINANCE COMMITTEE REPORT**

**TO: FINANCE COMMITTEE**

**FROM: WYNNE FURTH, CITY ATTORNEY  
STACEY SHESTON, SPECIAL COUNSEL**

**DATE: FOR THE MEETING OF JULY 14, 2010**

**SUBJECT: BUDGET, FIVE YEAR PLAN, AND LABOR RELATIONS**

The Finance Committee advises the City Council on "all matters pertaining to Town finances" and consults with the City Manager on "matters pertaining to the budget, capital spending plan and the long-range financial plan for the town." It is presently working on a five-year financial plan for the Town. Among the issues of concern for residents of the Town and its officials are the range of services provided by the Town, what mix of services provided by Town employees and contractors is desirable, how particular programs should be staffed, how pensions and other retirement benefits already promised to Town employees should be funded, how the Town negotiates wages, hours and benefits with its employee unions and with unrepresented employees, and whether its current compensation practices should be changed.

On a parallel path, the Town must engage in good faith labor negotiations with the unions designated as the exclusive representatives of particular employee groups for all matters "within the scope of representation." The scope of representation includes "wages, hours, and other terms and conditions of employment," and the impacts of certain other managerial decisions, such as layoffs. It does not include "management rights," such as consideration of the "merits, necessity or organization of any service or activity provided by law or executive order."

One consequence of the duty to bargain with an exclusive representative is that the Town may not take, or "float," bargaining positions with public pronouncements; instead, these positions need to be presented at the bargaining table. Bargaining "around" the representatives by speaking directly, or indirectly, with employees is an unfair labor practice. This could include public statements made as part of formal council deliberations as well as more general comments to the public or press. This is particularly true when the Town is actively engaged in negotiations with a particular group.

At the same time, local governments throughout California are being asked to address the short and long-term viability of their compensation practices. Peninsula communities have negotiated "give backs" with their unions, retirement formulas have been changed, employee payments towards medical and pension benefits have been increased. These changes have been made through the negotiations process, often over a period of years. Ballot measures have also been introduced to fix staffing levels, to prevent transfers of police services, to limit pension benefits. (The legality of these and other measures has not yet been determined.)

The Finance Committee, which includes two city council members, should not take positions on specific items that are within the scope of required labor negotiations. Whether the Town should shift to a two-tier pension system, for example, is a subject for bargaining. However, the Finance Committee can do any of the following without interfering with labor relations:

- Identify the nature and extent of structural deficits and the elements that create them, and the cost reductions or revenue increases that are needed to address them
- Project the likely financial consequences of existing labor contracts
- Recommend analysis of the costs and benefits of contracting out particular services or programs (but not the elimination of particular jobs or positions)
- Recommend identification of opportunities for inter-agency cooperation, including specific areas for consideration.
- Recommend approaches to funding accrued liabilities and managing future accruals
- Recommend the gathering of particular kinds of data to assist the council in determining how to proceed in current and future labor negotiations and management decisions

While specific bargaining positions should only be taken by the City Council in its labor negotiations; the Finance Committee can recommend the gathering of particular kinds of information and the consideration of particular approaches to assist the Council in this process. Because it includes City Council members, the Finance Committee must be especially careful not to advocate particular positions (e.g., contract out the police department, go to a two-tier retirement system with reduced benefits for new employees) that are within the required scope of bargaining.

In addition, the Finance Committee should not be involved in the evaluation of the job performance of particular Town employees; those are the responsibility of the City Council, in the case of the City Manager and the City Attorney, and of the City Manager with respect to all other employees.

Atherton Finances 7.15.10

To the Atherton Town Council  
From: Alain Enthoven  
Subject: Coming Fiscal Emergency  
Date: 7.15.10

A review of the Five-Year Financial Forecast makes clear that the Town of Atherton is fast approaching a fiscal emergency with a cumulative deficit over the next 4 years of \$4.889 million, even after taking the proceeds of the parcel tax into revenue. While some events might lead to a better outcome, there are substantial risks of worse.

Several factors are driving this. Atherton's pension liabilities are unsustainable and unaffordable. In 2010, PERS pension liabilities are \$1,336,987, heading for \$2,003,190 in 2014, growing at 11% per year, doubling every 7 years. FY 2010 salaries and benefits are 77% of FY 2010 revenues. We need to review and reconsider the way we develop employee compensation, factoring Atherton's ability and willingness to pay into the outcomes. Health benefits and post employment health benefits are also on unsustainable tracks.

There are significant opportunities for structural changes that could improve our fiscal balance. Atherton annual costs for police per parcel are now about \$2100. This is substantially higher than for most other jurisdictions in San Mateo County. Atherton may well be too small to afford the high overhead costs of its own police force. There are significant opportunities for reducing cost, from sharing dispatch with other jurisdictions to outsourcing larger service bundles to other jurisdictions, including completely outsourcing the police function.

The Finance Committee met for two hours on July 14 and made no progress in even defining the problem, much of the time tied up with procedural issues such as whether the Finance Committee was even authorized to look at the whole problem. I recommend that the Town Council make clear that the Finance Committee is authorized and directed to organize and perform whatever analyses it finds necessary to evaluate the factors driving the budget deficit and to develop options for Council consideration leading to a viable 5-year financial plan.

**RESOLUTION 10-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
DIRECTING THE FINANCE COMMITTEE TO MAKE RECCOMENDATIONS  
ON A VIABLE FIVE-YEAR FINANCIAL PLAN**

WHEREAS, The Finance Committee met at a duly noticed public meeting on July 14, 2010 to discuss the five-year financial plan.

WHEREAS, The Finance Committee is requesting formal direction from Council to make recommendations to the City Council in all matters related to developing a viable Five-Year Financial Plan.

**BE IT RESOLVED** by the City Council of the Town of Atherton that the Finance Committee has the task to make recommendations to the City Council in all matters related to developing a viable Five-Year Financial Plan.

*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 July, 2010 by the following vote:*

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

\_\_\_\_\_  
Kathy McKeithen, Mayor  
Town of Atherton

ATTEST:

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

APPROVED AS TO FORM:

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



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

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

**SUBJECT: ADOPT RESOLUTION 10-42 DESIGNATING A VOTING DELEGATE AND UP TO TWO ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – SEPTEMBER 15-17, SAN DIEGO**

#### **RECOMMENDATION:**

Adopt Resolution 10-42 designating a voting delegate and an alternate to the League of California Cities Annual Conference in San Diego.

#### **BACKGROUND:**

The League's 2010 Annual Conference is scheduled for September 15 through 17 in San Diego. The Annual Business is scheduled for 3:00 p.m. on Friday, September 18<sup>th</sup>. At this meeting the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business meeting, City Council must designate a voting delegate. Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. In order to cast a vote at least one person must be present at the Business Meeting and in possession of the voting delegate card.

#### **FISCAL IMPACT:**

Registration and travel costs of one to three Council Members.

Attachments: Resolution 10-42  
League of California Cities Memo RE: Annual Conference

**Resolution No. 10-42**

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON DESIGNATING COUNCIL MEMBER \_\_\_\_\_ AS THE VOTING DELEGATE AND COUNCIL MEMBER \_\_\_\_\_ AS THE ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING TO BE HELD ON SEPTEMBER 17, 2010

WHEREAS, The League of California Cities Annual Business meeting will be held on September 17, 2009, and

WHEREAS, The League of California Cities Bylaws require that a city’s voting delegate be designated by the City Council and that the voting delegate must be registered to attend the conference and be present at the business meeting.

NOW, THEREFORE BE IT RESOLVED that

- 1) The City Council designates Council Member \_\_\_\_\_ as the voting delegate for the League of California Cities Annual Conference Business meeting to be held on Friday, September 17<sup>th</sup>, 2010
- 2) The City Council designates Council Member \_\_\_\_\_ as the alternate voting delegate for the League of California Cities Annual Conference Business meeting to be held on Friday, September 17<sup>th</sup>, 2010
- 3) That the City Council directs the City Clerk to transmit a copy of this resolution to the League of California Cities.

\* \* \* \* \*

*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 July, 2010 by the following vote:*

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

\_\_\_\_\_  
 Kathy McKeithen, Mayor  
 Town of Atherton

ATTEST:

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Theresa DellaSanta

APPROVED AS TO FORM:

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Wynne Furth  
City Attorney

**Council Action Advised by August 20, 2010**

June 4, 2010

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**  
**League of California Cities Annual Conference – September 15-17 – San Diego**

The League's 2010 Annual Conference is scheduled for September 15-17 in San Diego. An important part of the Annual Conference is the Annual Business Meeting (*at the closing General Assembly*), scheduled for 3:00 p.m., Friday, September 17, at the San Diego Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. Please take care when selecting your city's delegates, as travel and attendance could be an issue for those who observe Yom Kippur.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 20, 2010. This will allow us time to establish voting delegate/alternates' records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. In order to cast a vote, at least one person must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up

-more-

the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 15, 9:00 a.m.; Thursday, September 16, 7:30 a.m.; and September 17, 7:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 20th. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2010 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
www.cacities.org

## Annual Conference Voting Procedures 2010 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: \_\_\_\_\_

2010 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 20, 2010. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: \_\_\_\_\_

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

2. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

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

3. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

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

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ E-mail \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

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

Please complete and return by Friday, August 20 to:

League of California Cities  
ATTN: Mary McCullough  
1400 K Street  
Sacramento, CA 95814

FAX: (916) 658-8240  
E-mail: [mccullom@cacities.org](mailto:mccullom@cacities.org)  
(916) 658-8247

Charles Marsala  
Written Council Report for July 21, 2010

The EPC will give out Green Building awards at the July council meeting.

**Jim Dobbie**  
**Written Council Report – July 21, 2010**

Tuesday 13th July Transportation Committee

Much of the agenda related to the areas around Lindenwood and Middlefield road.  
No parking requests for Surrey Lane by residents because of increased parking, partly a result of the construction at Encinal school.  
Residents along Fair Oaks Lane are very concerned about speeding traffic and several proposals were made to help, consistent with approval by Menlo Fire.  
Some stop sign additions are being investigated along Catalpa, Acorn, and Greenoaks.

Wednesday 14th July Finance Committee

The main subject of discussion is the present five year plan which it was agreed is unacceptable.  
The present Finance committee in my mind consists of many capable and experienced people. However based on the last Council Meeting discussion it appears that the Council wants to restrict the scope of the committee not allowing it to discuss anything that relates to policy. This is a big mistake because the town finances cannot be made acceptable without changes, some of which may involve policies.

Jim Dobbie