



AGENDA
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
February 20, 2013
7:00 p.m.
94 Ashfield Road
Atherton, California
REGULAR MEETING

This Agenda may not reflect the actual order of items. The order of items is subject to change based on Council action.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL** Lewis, Dobbie, Widmer, Wiest, Carlson
3. **PRESENTATIONS**

PROCLAMATION FOR BRUCE AND RUTH POTTS – Mayor Lewis

PROCLAMATION FOR SUSAN BLAKE- Mayor Lewis

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.)*
5. **REPORT OUT OF CLOSED SESSION**
6. **CITY MANAGER'S REPORT**
7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** -

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 JANUARY 16 REGULAR MEETING MINUTES**
Recommendation: Approve meeting minutes

- 9. APPROVAL OF BILLS AND CLAIMS FOR JANUARY, 2013 IN THE AMOUNT OF \$978,555**
Recommendation: Approve Bills and Claims in the amount of \$978,555
- 10. FINANCIAL REPORT FOR JANUARY 31, 2013**
Report: Finance Director Robert Barron
Recommendation: Receive the General Fund Financial Report for January 31, 2013
- 11. ACCEPTANCE OF TREASURER’S REPORT FOR THE FIRST QUARTER ENDED DECEMBER 31, 2012**
Report: Finance Director Robert Barron
Recommendation: Accept the Treasurer’s Report for the First Quarter Ended December 31, 2013
- 12. POLICE DEPARTMENT: RECORDS DESTRUCTION**
Report: Police Chief Ed Flint
Recommendation: The City Council, upon the advice of the City Attorney and the Chief of Police, authorize the destruction of the noted Department records, documents, instruments, and other papers set forth in this request
- 13. STORAGE AND OPERATION FOR I-NET EQUIPMENT**
Report: City Manager George Rodericks
Recommendation: Approve the agreement between the Town of Atherton and the Cable Joint Powers Agency for storage and operation of institutional network equipment
- 14. APPROVAL OF ONE -YEAR LEASE EXTENSION WITH KNOX PLAYSCHOOLS, INC. AT HOLBROOK-PALMER PARK**
Report: City Manager George Rodericks
Recommendation: Approve a lease extension from September 1, 2013-August 30, 2014 with Knox Playschools, Inc. for the operation of the Playschool in Holbrook-Palmer Park
- 15. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE FOR THE 2013 CAPE SEAL PROJECT**
Report: Public Works Director Mike Kashiwagi
Recommendation: Approve the plans and specifications and authorize advertisement for bids for the 2013 Cape Seal Project, Project No.56056
- 16. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE FOR THE 2013 SPRING PATCHING PROJECT**
Report: Public Works Director Mike Kashiwagi
Recommendation: Approve the plans and specifications and authorize advertisement for bids for the 2013 Spring Patching Project, Project No.56055
- 17. ATHERTON PEDESTRIAN & BICYCLE MASTER PLAN CONSULTANT SELECTION**
Report: Public Works Director Mike Kashiwagi

Recommendation: Approve the selection of Alta Planning & Design (Alta) to prepare the Town's Pedestrian & Bicycle Master Plan and authorize the City Manager to execute an agreement with Alta in an amount not to exceed \$39,980; And Solicit nominations for an ad-hoc Pedestrian/Bike Stakeholder Advisory Group whose members will be appointed by the Mayor.

18. CONSIDERATION OF A POLICY REGARDING CITY COUNCIL IPADS AND UPDATE ON PAPERLESS AGENDA PROJECT

Report: City Manager George Rodericks

Recommendation: Adopt policy regarding the issuance and use of iPads to City Council Members

19. RESOLUTION REQUESTING SUPPORT AND COMMITMENT OF THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY AND CALTRAIN JOINT POWERS BOARD TO FUND IMPROVEMENTS NECESSARY TO ELIMINATE THE HOLD OUT RULE AT THE ATHERTON STATION

Report: Public Works Director Mike Kashiwagi

Recommendation: Adopt Resolution urging the support and commitment of the San Mateo County Transportation Authority and Caltrain Joint Powers Board to approve funding for necessary improvements to eliminate the hold out rule at the Atherton Station

20. ADOPTION OF A RESOLUTION APPROVING BUDGET AMENDMENT FOR FISCAL YEAR 2012-2013

Report: City Manager George Rodericks

Recommendation: Adopt resolution approving a budget amendment to the FY 2012-2013 budget for the transfer of \$20,000 from the Unappropriated General Fund to the Labor Relations Services Account

21. RESOLUTION TO REJECT CLAIM OF RANJIT PRADHAN

Report: City Clerk Theresa DellaSanta

Recommendation: Adopt Resolution 13-xx denying the claim filed by Ranjit Pradhan for damages

22. CALTRAIN ELECTRIFICATION PROJECT NOTICE OF PREPARATION COMMENTS

Report: Public Works Director Mike Kashiwagi

Recommendation: Staff recommends that the City Council request Councilmember Carlson work with Planning and Public Works Staff to develop comments on the Caltrain Electrification Project Notice of Preparation. It is further recommended that the City Council request Councilmember Carlson to present the Atherton Comment Letter at a Caltrain Scoping Meeting

PUBLIC HEARINGS - None

REGULAR AGENDA – (Items 23-26)

23. **APPOINTMENT TO FILL VACANCY ON TRANSPORTATION COMMITTEE AND CONSIDER APPOINTMENT OF TWO COUNCIL MEMBERS TO THE COMMUNITY CENTER ADVISORY COMMITTEE (CCAC)**
Report: City Clerk Theresa DellaSanta
Recommendation: Appoint member to fill vacancy on Transportation Committee and Appoint two Council Members to Community Center Advisory Committee (CCAC)
24. **FEE WAIVER REQUEST – END OF YEAR PICNIC FOR GRADUATING 5TH GRADERS @ ENCINAL SCHOOL USE OF HPP CARRIAGE HOUSE**
Report: City Manager George Rodericks
Recommendation: To Be Determined
25. **COMMUNITY CENTER MASTER PLAN CONSULTANT SELECTION UPDATE**
Report: Public Works Director Mike Kashiwagi
Recommendation: Waive requirement for City Council approval for the Request for Proposal for Civic Center Master Plan Preparation, and Authorize staff to prepare and distribute the Community Center Master Plan RFP
26. **CONSIDERATION TO CONTRIBUTE TO CITIZENS FOR CALIFORNIA HIGH SPEED RAIL ACCOUNTABILITY (CCHSRA) TO FUND LITIGATION CHALLENGING THE LEGAL USE OF PROPOSITION 1A FUNDING BY THE CALIFORNIA HIGH SPEED RAIL AUTHORITY**
Report: Public Works Director Mike Kashiwagi
Recommendation: Consider a funding allocation of \$5,000 - \$10,000 to the CCHSRA to fund litigation challenging the legal use of Proposition 1A funding by the California High Speed Rail Authority
27. **COUNCIL REPORTS/COMMENTS**
28. **FUTURE AGENDA ITEMS**
29. **PUBLIC COMMENTS**
30. **ADJOURN**

PLEASE NOTE THE FOLLOWING INFORMATION:

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

Judicial review of environmental determinations may be subject to a shorter time period.

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

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

The order of items appearing on this agenda is not a guarantee of the order the items may be heard by the City Council.
Items on this Agenda may be reordered at the discretion of the City Council at the meeting.

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)

PROCLAMATION

Honoring
*ATHERTON POLICE DEPARTMENT'S
RESERVE OFFICER BRUCE POTTS
AND HIS WIFE RUTH POTTS*

WHEREAS, Bruce Potts, a Reserve Police Officer with more than 10 years of service with the Atherton Police Department and his wife **Ruth Potts**, were instrumental in creating and implementing the Drug Abuse Resistance Education Program (D.A.R.E.) for the Town of Atherton; and

WHEREAS, the City Council of the Town of Atherton, along with the entire Atherton community, would like to honor the many contributions that Bruce and Ruth Potts have made to the Atherton Police Department, the community and our schools; and

WHEREAS, Bruce and Ruth's 10-year commitment and dedication in creating and implementing an outstanding D.A.R.E. curriculum in Atherton for our elementary school students; and

WHEREAS, Bruce and Ruth's skills and expertise in teaching have been appealing to children throughout the Town of Atherton on the importance of personal accountability to "Just Say No"; and

WHEREAS, Bruce and Ruth have worked tirelessly over the years by educating more than 2,000 children which equates to over 2,500 hours of D.A.R.E. instruction, along with the bi-annual hot dog cookouts, D.A.R.E. graduations, Red Ribbon contests, and the creation of our Atherton Police personnel individualized D.A.R.E. cards; and

NOW, THEREFORE, as Mayor of the Town of Atherton, and on behalf of the Atherton City Council, I hereby commend the outstanding community service performed by Bruce Potts along with his wife Ruth, who represented the Town in the highest esteem and prepared our future leaders of tomorrow with the empowerment to stand tall and away from drug abuse. The City Council is proud to present you with this proclamation and we greatly appreciated your service and wish you the best in your retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Atherton to be affixed this 13th day of February, 2013.

Elizabeth Lewis, Mayor
Town of Atherton

PROCLAMATION

OF THE CITY COUNCIL OF THE TOWN OF ATHERTON

IN RECOGNITION OF

SUSAN S. BLAKE

WHEREAS, the Town Council would like to recognize and thank Hillsborough resident Susan S. Blake for her art donations to Holbrook-Palmer Park; and

WHEREAS, Ms. Blake donated two life-size sculptures including a metal and stone horse ("Prometea") by Bryon Tedrick and a bronze woman with guitar ("la Guitarra") by Felipe Castaneda; and,

WHEREAS, Ms. Blake donated both pieces in memory of her late husband, Dr. Bertram Rowland. Dr. Rowland helped found numerous biotech companies. He was a well-known patent attorney, and an avid art collector; and,

WHEREAS, the Council would like to express its appreciation to the Arts Committee for recommending and coordinating the donation; and,

WHEREAS, both pieces have been installed at Holbrook-Palmer Park and the pieces are exceptional examples of Dr. Rowland's collection and are well suited to outdoor settings such as Holbrook Palmer Park.

NOW, THEREFORE I, by virtue of the authority vested in me as Mayor of the Town of Atherton, do hereby thank Ms. Susan Blake and express my sincere appreciation for her donation to the community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Atherton to be affixed this 20th day of February, 2013.

Elizabeth Lewis, MAYOR
Town of Atherton



ITEM 6 Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: FEBRUARY 20, 2013

SUBJECT: CITY MANAGER WRITTEN REPORT

ADMINISTRATION:

Community Center Advisory Committee

At the February 12 City Council meeting the Council authorized the creation of the Community Center Advisory Committee (CCAC) and authorized staff to begin a recruitment for volunteers to serve on the Committee. There will be regular updates provided to the Council in the Manager's Report as this project moves along.

On the agenda this evening is a request for authorization to send out a Request for Proposal (RFP) for a consultant to assist with the Master Planning phase of the project. In addition to standard RFP publication, the RFP will be sent directly to the Library and Town Center architects should they be interested. In an effort to facilitate the project's timing, in line with the purchasing ordinance staff will be asking the Council to waive review of the RFP before it is issued. Staff suggests that the two City Council members appointed to serve on the CCAC assist staff in brief review of the RFP before it is issued as well as serve to assist with screening of the proposals upon receipt before presenting a recommendation to the full Council with a contract. Given the timing of the recruitment, the full CCAC may not be formed as the applications are received, but if it is, the full CCAC will assist with screening and provide a recommendation.

Goals Workshop Facilitator

After discussing possible consultants with the Mayor and Vice Mayor staff selected Neil Kupchin, Management & Training Consultant to serve as the Town's Workshop Facilitator. The workshop has been scheduled for Monday, March 4 at 9 am. A location is to be determined. The following is taken from Neil's website:

Neil Kupchin is a critically acclaimed Management Trainer and Specialist in Training and Organizational Development. He conducts seminars and workshops for organizations, companies and the California State University system. He also serves as a consultant to Management in the areas of Training, Communication, and Organizational Effectiveness. Prior to establishing his own consulting business, Neil served as a Management Training Consultant for Kaiser Permanente. There he designed and conducted management development training programs and a wide variety of training programs for all employees. He also conducted needs assessments and team building sessions as a consultant to management. Before joining Kaiser Permanente, Neil was a Trainer, Manager and Manager of Training and Development with the United States Treasury Department in Los Angeles. He specialized in presenting Train the Trainer and Instructor Effectiveness programs, in addition to programs focusing on improving workplace productivity. Neil also served as a weekly columnist for the Long Beach Press-Telegram, Long Beach's daily newspaper. His widely read "Working" column examined current issues of importance to all employees.

Neil is an energetic, exciting and enthusiastic motivational speaker whose presentations for corporate meetings, retreats, conventions and organizations consistently involve and motivate his audiences. He has had more than 100 articles published on increasing effectiveness and productivity in the workplace. During the last twenty years, Neil Kupchin has developed, managed and presented more than 50,000 participant training days. Today, Neil is a popular and most sought after consultant, trainer, seminar leader and motivational speaker.

Council Chambers Technology Upgrades

Staff met with AV-Integrators to discuss video and other technology upgrades in the Council Chambers. The Town funded the technology upgrades as part of the 2012-2013 Budget. At this time staff is pricing out options that will include a multi-view monitor, robotic camera, remote touchscreen controller, additional microphone and power hook-ups, live broadcasting to the Media JPA which will in turn send the broadcast to cable service providers and webcast.

Website Updates

In compliance with the Town's purchasing policy, staff solicited proposals for website upgrades. After receiving the proposals we negotiated and executed a professional services contract for website upgrades with CivicPlus. CivicPlus began working with local government websites in 2001 with the creation sites designed around community engagement tools for interactive communication. We will be sitting down with CivicPlus in the next week to develop a timeline for implementation and a "GoLive!" date.

Knox Playschool

On the agenda this evening is a one-year extension of the lease with Knox Playschool. Staff recommends the lease be extended another year to provide the Town the opportunity to work through the Park Master Plan. Staff will review the site inspection report and complete any safety-required improvements in the interim.

Account Technician Position

Staff has begun recruitment to fill the vacant position of Account Technician. This is an authorized and budgeted position. We have been using the services of a part-time interim contractor to fill the role while we evaluate our exact needs. The recruitment is open from February 14 through March 4. Interviews will be setup for the week of March 14.

School Safety Issues

Recently there have been inquiries into the Town's participation with local school emergency operations. The Town of Atherton and the Atherton Police Department maintains an Emergency Operation Plan (EOP). The EOP assists in identifying who will do what, as well as when, with what resources, and by what authority before, during, and immediately after an emergency/disaster. However, the police department does not have specific plans for each of our schools. The State Education Code requires that all schools have and maintain a School Safety Plan, to include active-shooter situations.

The police department routinely communicates and works with our schools regarding emergency and disaster planning, to include recent rejuvenation of such planning in the wake of recent events. Police Department staff have been attending lockdown drills and providing our local schools with active shooter presentations for the past ten years. The goal is to provide schools and their staff the training and expertise on what to do in the event a disaster or emergency occurs. Regular discussions with school faculty also helps us in understanding each school's specific disaster plan, which are not all the same. As it pertains to emergency disaster preparedness, the police department provides schools with the following services:

- In partnership with the Menlo Park Fire District, APD staff facilitates table-top exercises with school administrators.
- Police personnel attend annual school exercises (such as lockdown drills) and provide the school staff with feedback on how the drill/exercises went and how they can be approved.
- Police staff conduct presentations for school faculty regarding what to do in case of a lockdown/shelter in place or evacuation order.
- Police staff organize and coordinate an annual school meeting in which all school administrators are invited to attend. At these meetings, police staff and faculty discuss various topics regarding disaster preparedness and school emergencies.
- Every year police staff request that our schools provide the police department with Crisis Kits that include their current EOP, current student roster, radios for communications, master keys to their facilities, and maps of the various school campuses.
- In 2009, police staff completed a Mitigation Strategy which included the Redwood City School District.

In addition to the above direct school focused participation, the Police Department is involved in numerous other areas of public outreach and education. These include but are not limited to:

- Hosting Town Hall and Open House events;
- Participation in the annual schools meeting;
- Participation in active shooter scenarios and lockdown exercises at the local schools;
- Meeting with the Crime Prevention Task Force group (now called the Atherton Police Community Outreach Group);
- Meeting regularly with ADAPT and other disaster group meetings;
- Coordinating and participating in multi-jurisdictional table top exercises, EOC exercises, emergency siren testing, and other events, such as the Great California Shake Out;
- Regular updates the Resident Handbook sent to all Town residents;
- Regular updates to Crime Prevention Manuals distributed during home resident checks;
- Participation in the DARE program, to include ice cream socials, officer friendly visits, and hot dog cook-offs; and
- Hosting local “bicycle rodeos.”

Speeding Issues and Street Parking

Recently, the Town received a complaint regarding speeding in excess of 35 miles per hour. Staff met with the resident that had expressed the concern. As mentioned previously, this same resident expressed concern for rocks and tree stumps that are routinely placed in the right-of-way to discourage off-street parking along the adjacent residence frontage. This is an issue that has come up in the past and the Town’s response has been to “not enforce” encroachments of this nature.

Presently, they are not allowed within the right-of-way and are in violation of the Town ordinances. The most recent Atherton Newsletter highlighted that such encroachments are in violation and need to be removed. Staff will ultimately return to the Council with a policy to address these encroachments. We have begun a continuing education campaign and will begin enforcement via encroachment permits. If the Town desires to allow such items in the right-of-way, it should do so via an encroachment permit that will transfer all liability for incidents and accidents within that section of right-of-way back to the adjacent property owner.

2013/2014 Recology Rate Setting Schedule

Below is the 2013/2014 Schedule from Recology for next year’s rate setting.

<u>Date</u>	<u>Milestone</u>
April 15 to May 12, 2013	Recology will conduct an annual route assessment to compile operational metrics and statistics
June 14, 2013	Recology Compensation Application is Released to Member Agencies and the SBWMA
June 17 to July 8, 2013	Member Agency and SBWMA Questions; Recology Answers and Revisions to Application
June 24 – July 8, 2013	SBWMA and Recology Meet with Member Agencies as Requested
July 30, 2013	Recology Revised Compensation Application is Released

August 16, 2013	SBWMA Draft Rate Report is Released to Member Agencies
August 30, 2013	Member Agency Comments Due to SBWMA
September 19, 2013	SBWMA Draft Final Report Released in Board Packet
September 26, 2013	SBWMA Board Meeting – Consideration of SBWMA Report

Staff will be setting up a meeting with the Council Subcommittee to review the rate analysis information in advance of the Compensation Application.

Events at Holbrook Palmer Park

Due to staff absences and the need to conduct further study into funding arrangements and use charges, this item has been moved to the March City Council meeting.

Drainage and Erosion Issues

As the Council is aware, one of the projects staff is working on is an evaluation of the current drainage challenges in Town and a plan for addressing those that the Town can address (i.e. public versus private property issues). We recently received feedback from a property owner on Walsh Road concerning the Atherton Drainage Channel easement. We will be meeting with the property owner in the near future after staff has an opportunity to review historic documentation regarding the easement and the rights and responsibilities of the parties involved. The issue concerns erosion within the Town's easement for drainage along and within private property.

Master Fee Schedule – In Progress

Staff continues to work with Capital Accounting Partners on the Master Fee Schedule. There are three components of the Master Fee Schedule: 1) Cost Allocation; 2) User Fee Study; and 3) Productive Hourly Rates.

Staff and the consultant met on January 23 to continue review of the progress of the Cost Plan/Master Fee schedules. The consultant has completed the preliminary draft of the Town's Cost Allocation Plan as well as the Productive Hourly Rates. The draft is now going through an internal vetting process to ensure that we have captured all costs, verified all fees, and developed fee structures in all areas they are applicable. Once all the data for the User Fee component is complete, staff will meet with the consultant to finalize a Master Fee schedule for adoption.

Staff anticipates completing these final phases toward the end of March. It is expected that the Master Fee Schedule will be presented to the Council in April.

Goals/Projects List

Attached is the Goals/Projects List. This will be updated and provided to the City Council on a regular basis.

COMMUNITY SERVICES DEPARTMENT:

See attached community services report (Attachment 1).

PLANNING DEPARTMENT:

See attached Community Services Department update.

POLICE DEPARTMENT:

Police Activity

There were 73 criminal investigations for the month of January. Fifty-nine (59) offenders were cited, arrested or referred to the District Attorney's Office for prosecution. Forty-nine (49) of those cases were for vehicle code violations that include driving without a license, driving on a suspended license, driving under the influence of alcohol, and possession of a stolen vehicle. The other cases were for battery, warrant arrests, and providing false identification to a police officer.

Of the 1,666 total police incidents for the month of January, 717 were officer initiated incidents, which resulted in 534 citations being issued for vehicle code violations. Officers also initiated 220 other types of incidents that included contacting suspicious people on the street or in cars, as well as security checks at schools and Holbrook Palmer Park.

Holbrook Palmer Park had 26 incidents this reporting period, 19 of which were security checks by officers. Other police activity at the park included suspicious vehicles, a leash law violator, an illegally parked vehicle, and the report of a suspicious woman wandering through the main house.

Officers responded to 4 ordinance violation calls this month. These calls were for the report of a political sign posted on property (there was no violation as the sign was on private property), illegal solicitors, and a parking violations.

APD performed a total of 814 home security checks during January.

School Incidents

Officers responded to 80 school incidents during this reporting period. The incidents involved thefts, alarms, traffic issues, suspicious vehicles, security checks, traffic enforcement, and gang activity. The following depicts the number of incidents per school:

SCHOOL	TRAFFIC	OTHER	TOTAL
ENCINAL SCHOOL	3	7	10
LAS LOMITAS SCHOOL	0	1	1

LAUREL SCHOOL	0	4	4
MENLO-ATHERTON HIGH	2	20	22
MENLO COLLEGE	4	6	10
MENLO SCHOOL	0	5	5
SACRED HEART PREP	2	12	14
ST. JOSEPH’S	0	0	0
SELBY LANE SCHOOL	11	3	14

Response Times

The average response time for Priority 1 Calls for Service (incidents are categorized from 1 to 3 with one being the highest priority) was 6 minutes during this time period, which met our goal of having an average response time of less than 8 minutes.

Disaster Preparedness

On January 15, 2013, Sgt Lopez attended a lockdown drill at Menlo School. Their alarm was activated and the students and staff had to “lockdown”. Classrooms were checked to ensure they were following the proper procedures. The drill was debriefed after with Sgt. Lopez and Menlo School staff to discuss what went well and what they needed improvement on.

January 30, 2013, Sgt. Lopez met with Ryan Zollicoffer (Menlo Park Fire District), Carolina Gaskin (Menlo Park Police Department), and Elizabeth Lam (East Palo Alto Police Department). The meeting was to discuss forming an E-Prep team, which would consist of the parties previously mentioned. The team would work collaboratively on projects which would train and help better prepare our governments and communities for a disaster. We identified the first two projects: 1.) To identify staff members for specific Incident Command roles within our own jurisdictions. To create badges for those individuals to identify themselves and identify their role when they enter the EOC at the USAR building. The badges will be uniformed but color-coded for each jurisdiction. 2.) Create an EOC flip chart so staff members know exactly what needs to be done when we need to activate/open our EOC or the MAC (Multi-agency Center). This team will be meeting monthly.

January 31, 2013, Lt. Wade, Sgt. Lopez and Jennifer Frew met with members of ADAPT to discuss the process of purchasing three trailers and supplies, which are to be utilized in the community in the event of a major disaster. ADAPT is responsible to obtain three bids for the supplies.

Special Events and Community Activities:



On January 21, 2013, Officer Dave Metzger and his K-9 partner Rex joined hundreds of law enforcement officers from around the state to honor a Central Valley police officer who was killed in the line of duty. More than 300 K-9 units from across California and other states came to Roseville to be at the funeral. Funeral services were held for Officer Kevin Tonn, a K-9 officer with the Galt Police Department. Kevin was 35 years old and died after he was shot while trying to question a man who was thought to have been involved in a burglary. The gunman took his own life by shooting himself after he shot at police officers and killed Kevin Tonn.

Before Kevin was hired in Galt 3½ years ago, he was a military police officer and a firefighter in New York state. Kevin's cousin Jarrett Tonn, also a Galt Police Officer, said he considered Kevin more as his brother, rather than his cousin.

Kevin was laid to rest at East Lawn Memorial Park. The graveside service included full military and law enforcement honors.

On January 24, 2013, Dare Officer Bruce Potts and his wife, Ruth, held their annual hot dog cook off at Encinal School. The entire PD dayshift team was there to assist with cooking and serving duties.

Training

The police department sent the following personnel to training in January for a total of 186 hours:

<u>Officer</u>	<u>Training</u>	<u>Dates/Hours</u>
A. Barron	Officer Safety/Mtn View Pd –	January 3 – 4 hours
A. Kockler	Supervisory Leadership Institute – Final Session - #8	January 7-9 24 hours
K. Pronske	Inner Perspectives Course	January 9-10 20 hours
A. Barron	11550 Drug Influence	January 16-18 24 hours
T. Marks B. Mills J. Wheaton	Risk Mgmt/Legal Update	January 17-18 12 hours
A. Gutierrez	Sex and Arson Registry	January 23 8 hours
E. Flint	Risk Management Update	January 29

J. Wade J. Frew S. Hall A. Kockler K. Lopez D. Metzger	with Marty Mayer	8 hours
J. Miller	Public Records Act/CA. Peace Officer Association	Jan. 31 – Feb. 1 16 hours

Investigations

Case 10-363- This was a reported sexual assault that occurred in 2010. Sgt. Lopez obtained an arrest warrant for the suspect. This month the suspect surrendered and was booked into San Mateo County Jail.

Case 12-743- This case involved dependent abuse by a caregiver. Detective Yoakum investigated this case and obtained an arrest warrant for the suspect. The suspect surrendered and was booked into San Mateo County Jail on January 17, 2013.

Case 12-581- This is a fraud case that occurred in September of 2012. On January 25, 2013, Detective Yoakum interviewed the suspect. The suspect confessed to purchasing stolen property and was booked into the Santa Clara County Jail. The case was sent to the San Mateo County District Attorney's office for criminal filing.

PUBLIC WORKS PROJECT UPDATES:

Update will be provided at the Council meeting

Master Goals and Project Priority List

Short-Term Projects/Priorities (0 to 6 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
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Master Fee Schedule / Cost Allocations	Robert		Mar-13
<p>Development of a Master Fee Schedule based on a cost allocation study.</p> <p><i>Meet with staff & consultant to refine initial draft</i></p> <p><i>Prepare final cost allocation study</i></p> <p><i>Prepare staff report to City Council and Adopt Fee Resolution</i></p>		<p>Done</p> <p>In Progress - Met w/Consultant on 1/24</p> <p>Set for April 2013 - will be meeting with Builder's Roundtable (Stakeholders)</p>	

Mid-Year Budget Analysis & Presentation	Robert		Mar-13
<p>Prepare a mid-year budget analysis and presentation to Council</p> <p><i>Receive final mid-year property tax distributions</i></p> <p><i>Input and analyze mid-year data (revenues & expenditures)</i></p> <p><i>Review with City Manager</i></p> <p><i>Review with Department Managers</i></p> <p><i>Finalize data/report</i></p> <p><i>Prepare Staff Report to City Council</i></p> <p><i>Prepare PowerPoint Presentation to City Council</i></p> <p><i>Present Mid-Year Report</i></p>		<p>Complete</p> <p>In Process</p> <p>ETA Mid-February</p> <p>Ongoing</p> <p>ETA Mid-February</p> <p>Set for March 13</p> <p>Set for March 13</p> <p>Set for March 13</p>	

Hire Office Account Clerk	Robert		Mar-13
<p>Hire a full-time Office Account Clerk</p> <p><i>Review current hourly support costs and needs</i></p> <p><i>Prepare comparative analysis of hourly costs/needs against full-time position</i></p> <p><i>Prepare and Post Recruitment Ad</i></p> <p><i>Conduct Recruitment</i></p> <p><i>Review Applications and Screen (employment test)</i></p>		<p>December January</p> <p>January</p> <p>January February</p> <p>Recruitment Open</p> <p>Set for March 2013</p>	

Master Goals and Project Priority List

Short-Term Projects/Priorities (0 to 6 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
<i>Review Results and Conduct Initial Interviews</i>		Set for March 2013	
<i>Select Final Round of Applicants</i>		Set for March 2013	
<i>Conduct Final Interviews</i>		Set for March 2013	
<i>Select Candidate Offer Pre-Employment Screening</i>		Set for March 2013	
<i>Review with City Manager</i>		Set for March 2013	
<i>Hire Candidate</i>		Set for March 2013	

Project/Priority Description	Assigned	Status/Comments	Target Dates
Conduct Property Tax Allocation Analysis	Robert		Feb-13
Conduct an analysis of the property taxes received by Atherton and identify deficiencies (if any)			
<i>Engage HDL Consultant to complete data analysis</i>		Done	
<i>Discuss initial report with consultant</i>		Done	
<i>Prepare forecast & incorporate LA v Alhambra Court Decision</i>		Claim to be filed mid-December Working with City Attorney	
<i>Review Report and Findings with City Manager</i>		Done	
<i>Present draft summary findings to Finance Committee</i>		Done	
<i>Prepare a Report to the City Council</i>		December	

Project/Priority Description	Assigned	Status/Comments	Target Dates
OPEB Review & Report	Robert		Feb-13
Prepare Report on the Town's Other Post Employment Benefits and Conduct a Cost Analysis and Funding Plan			
<i>Assess current and future OPEB liabilities</i>		Plan for January Meeting	
<i>Develop cost analysis</i>		Estimated \$4,600	
<i>Develop funding plans</i>		January	
<i>Review Report and Findings with City Manager</i>		Doing additional analysis and actuarial Expect final by end of February 2013	

Master Goals and Project Priority List

Short-Term Projects/Priorities (0 to 6 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
<i>Present findings to Finance Committee</i>		February	
<i>Prepare a Report to the City Council</i>		February	

Development of 5-Year Financial Forecast	Assigned	Status/Comments	Target Dates
Develop a 5-Year Financial Forecast for the Town Budget	Robert	Start January 2013	Feb-13
<i>Review Revenue Histories and Develop Financial Model for Projections</i>		After Mid-Year	
<i>Review Future Expenditures and Develop Funding Horizons for Projections</i>		Have draft projections by	
<i>Assess infrastructure cost needs and incorporate major projects into projections</i>		March/April (after	
<i>Review model and projections with City Manager</i>		midyear)	
<i>Prepare Report and Present Findings to Finance Committee</i>			
<i>Prepare Report and Present Findings to City Council</i>			
<i>Incorporate Financial Forecast into Town Budget</i>			

Council Commission Committee Training	Assigned	Status/Comments	Target Dates
Conduct Brown Act and Fair Political Practices Training with City Council Commissions Committees	Bill C.		Feb-13
<i>Conduct Training for City Council</i>		Done	
<i>Conduct Training for Planning Commission</i>		Done	
<i>Conduct Training for Arts Committee</i>		Done	
<i>Conduct Training for Parks and Recreation Committee</i>		Done	
<i>Conduct Training for Rail Committee</i>		Done	
<i>Conduct Training for Finance Committee</i>		Done	
<i>Conduct Training for Transportation Committee</i>		Done	
<i>Conduct Training for Environmental Committee</i>		TBD	
<i>Arrange Make-Up Training</i>		TBD	
<i>Prepare Summary Report of Training to City Council City Manager</i>		TBD	

Master Goals and Project Priority List

Short-Term Projects/Priorities (0 to 6 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
<i>Development of Merit Bonus Program</i>	George	Eliminated	Mar-13

Refuse Rate Review	George		Jun-13
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Review current refuse rates and conduct an analysis of any proposed increase and rate subsidies.

<i>Obtain Rate Histories and Summaries from the JPA</i>	April - May 2013
<i>Discuss Town Rate Analysis and Determine Rate Components</i>	May - June 2013
<i>Review and Discuss with Council Subcommittee</i>	May - June 2013
<i>Analyze Green Can and Rate Subsidies</i>	June - July 2013
<i>Prepare Report for City Council and Adopt/Ratify Rates</i>	August 2013

Knox Pre-School Negotiations	Steve/Gordon		Feb-13
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Review Knox Pre-School Lease & Required Improvements | Negotiate New Lease Agreement

<i>Review current lease terms and conditions</i>	January 2013	
<i>Review current condition assessment and determine needs analysis</i>	January 2013	
<i>Review negotiation criteria and expectations with City Manager</i>	January - February 2013	In Progress
<i>Initiate discussions with Knox</i>	February 2013	
<i>Review Requests/Negotiations with City Manager</i>	(extension) February 2013	1-yr extension
<i>Finalize Negotiations and Draft New Lease Agreement</i>	February 2014	
<i>Prepare Report for City Council and Adopt Lease Agreement</i>	March 2014	

Knox Pre-School Condition Analysis	Steve		Dec-12
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Conduct a site inspection and analysis of facility conditions.

<i>Conduct Site Inspections at Knox Pre-School</i>	Done
<i>Review Site Condition Report</i>	Done
<i>Determine Site Improvement Priorities</i>	Done
<i>Review the Findings with the City Manager</i>	Done

Master Goals and Project Priority List

Short-Term Projects/Priorities (0 to 6 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
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Complete Emergent Repairs

Done

Finalize Report for Negotiations

Done

Grading & Drainage Standards Development	David		Feb-13
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Review the Town's grading and drainage standards and prepare updates as needed.

Review the Town's grading and drainage standards

Done

Prepare revisions to the standards

Done

Prepare a Report for the City Council

Done

Review the Grading and Drainage Standards Recommendations with the City Manager

Done

Prepare a Report and Presentation for the City Council

Done - January 2013

Assess Flooding Issues	David		May-13
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Assess the Town's flooding issues and prepare a report in conjunction with the budget for incorporation into the 5-Year Capital Improvement Plan.

Conduct site inspections and assess the Town's flooding issues

Jan - Mar 2013

Review alternatives and conduct a cost-benefit analysis of each

Mar - April 2013

Review the recommendations in conjunction with the Town's 5-Year Capital Budget

April 2013

Review the Findings and Recommendations with the City Manager

April 2013

Incorporate recommendations into the 2013/2014 5-Year Capital Improvement Budget

May 2013

Signal Repair Contract	Steve		May-13
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Adopt a vendor contract for signal repair needs

Conduct an inventory of the Town's signalization needs

Feb - Mar 2013

Review signal repair and maintenance contracts

March 2013

Conduct an RFQ/P for Signal Repair Services

Mar - Apr 2013

Review the findings/submittals with the City Manager

April 2013

Prepare a Report and Contract for Adoption by the City Council

May 2013

Master Goals and Project Priority List

Short-Term Projects/Priorities (0 to 6 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
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Educate Community on Green Building Ordinance Requirements	Richard/Brett		Feb-13
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Educate the community on green building

Prepare educational materials for green building requirements and guidelines

Feb - Mar 2013

Review the materials and their delivery with the City Manager

March 2013

Initiate an education campaign on green building techniques in Atherton

March 2013

Expansion of Events at HPP	Steve		Mar-13
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Present a report to the City Council on expansion of events at Holbrook Palmer Park

Assess current events at HPP

Jan - Feb 2013

Review alternatives and opportunities for other events at HPP

Feb 2013

Discuss alternatives with the City Manager

Feb 2013

Investigate vendor services for event coordination

Feb 2013

Review costs and cost impacts with the City Manager

Feb 2013

Prepare a report and recommendation to the City Council

March 2013

Channel @ Marsh Road	David		Mar-13
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Review the channel at Marsh Road and Present Improvement Alternatives

Review improvement alternatives

Feb - Mar 2013

Present findings to the City Manager

March 2013

Prepare Report to the City Council with alternatives and cost estimates

March 2013

Development of Tree Protection Standards	Richard/Brett		Mar-13
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Develop standards for Tree Protection during Construction Projects

Develop standards for tree protection on construction sites

February 2013

Review standards with the City Manager

February 2013

Prepare report for the builders/stakeholders group

February 2013

Review with builders/stakeholders

March 2013

Prepare final standards for adoption

March 2013

Master Goals and Project Priority List

Short-Term Projects/Priorities (0 to 6 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
<i>Review final standards with the City Manager</i>		March 2013	
<i>Prepare and present report to the City Council</i>		March 2013	

Development of HR Manual	Theresa		Mar-13
<i>Develop a Human Resources Manual</i>			
<i>Engage consultant to assist with development of HR Manual</i>		Done	
<i>Work with consultant to develop policies for consideration</i>		Done	
<i>Review draft with the City Attorney/Chief of Police</i>		In Progress	
<i>Revise as appropriate</i>		In Progress	
<i>Review draft with the City Manager</i>		Late December	
<i>Revise as appropriate</i>		Early January	
<i>Prepare HR Manual for City Council adoption</i>		March 2013	

Development of City Council & Commissioners Handbook	Theresa/Bill C.		Feb-13
<i>Develop a City Council & Commissioner Handbook</i>			
<i>Design and develop a Council and Commission Handbook</i>		In Progress	
<i>Prepare draft for review with the City Attorney</i>		January, 2013	
<i>Review final draft with the City Manager</i>		January, 2013	
<i>Prepare Handbook for City Council adoption</i>		February, 2013	

Phone System Updates	Theresa		Feb-13
<i>Review the City's Phone System Needs and Make Improvements</i>			
<i>Obtain consultant to assist with current system analysis</i>		Done	
<i>Review current system analysis and prepare recommendations</i>		Dec - January	
<i>Discuss recommendations with the City Manager</i>		January, 2013	
<i>Present RFP to City Council and Solicit Bids</i>		January, 2013	
<i>Select contractor and begin system installation</i>		February, 2013	
<i>Complete System Installation</i>		TBD	

Master Goals and Project Priority List

Short-Term Projects/Priorities (0 to 6 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
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Development of Paperless Agenda Systems	Theresa		Feb-13
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Develop a Paperless Agenda System

Setup Laptops and iPads for Paperless Agenda System

January, 2013

Develop guidelines for Agenda Distribution

January, 2013

Review guidelines with City Manager

January, 2013

Distribute Laptops and iPads as appropriate

February, 2013

Begin Paperless Agenda distribution

March, 2013

Revisions to Heritage Tree Ordinance	Lisa		Feb-13
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Adopt Revisions to the Town's Heritage Tree Ordinance

Review the Town's Heritage Tree Ordinance

Prepare a Report for Revisions/Updates to the Planning Commission

Review recommendations from Commission with City Manager

Prepare a report to the City Council for Ordinance Revisions

Research Quad Gates at Watkins	Mike		Feb-13
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Conduct an Analysis of the Need and Costs for Quad Gates at Watkins

Conduct an analysis of the cost and need for quad gates at Watkins

Review findings with the City Manager

Prepare a report to the City Council

Research Roundabout at Alameda de las Pulgas	Mike		Feb-13
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Conduct an Analysis of the Need and Costs for a Roundabout at Alameda de las Pulgas

Conduct an analysis fo the cost and need for a roundabout at Alameda de las Pulgas

Review findings with the City Manager

Prepare a report to the City Council

Master Goals and Project Priority List

Mid-Term Projects/Priorities (6 to 12 months)
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Project/Priority Description	Assigned	Status/Comments	Target Dates
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Charter City	Bill C.		Oct-13
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Investigate the Pros and Cons of Developing a Town Charter

- Meet w/City Council Investigative Committee*
- Prepare a Draft Report*
- Hold a City Council Study Session*
- Present a final Report to the City Council*

Ongoing

Update the Disaster Advisory Council & Disaster Worker Requirements	Ed		Jul-13
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Update the Disaster Advisory Council Ordinance & Refine the Disaster Service Worker

Requirements

- Review the current ordinance establishing the Disaster Advisory Council*
- Review State law requirements*
- Review with City Manager*
- Review with Department Managers*
- Finalize data/report*
- Prepare Staff Report to City Council*

Property and Evidence Audit	Ed		Jul-13
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Conduct an Audit of the Property and Evidence Room

- Inventory property and evidence*
- Prepare an Inventory Report*
- Investigate Property Disbursement Alternatives*
- Finalize Report and Review with the City Manager*
- Release evidence and property as appropriate*
- Develop and implement protocols for future*

**Ongoing
ETA June 2013**

Investigate Shared Services (Regionally)	George		Aug-13
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Master Goals and Project Priority List

Mid-Term Projects/Priorities (6 to 12 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
Investigate the use and opportunities for shared services in the region (Admin, Finance, Public Works, Public Safety, Recreation) <i>Meet w/San Mateo Managers Association to discuss shared service opportunities</i> <i>Discuss opportunities with Department Manager</i> <i>Prepare a Report to the City Council</i>		February 2013 March 2013 April 2013	
Review Organizational Structure Review the Town's Organizational Structure and Discuss Alternatives with the City Council <i>Review the Town's Current Organizational Structure</i> <i>Develop strengths, weaknesses, opportunities, and threats report</i> <i>Discuss any options for adjustment with Department Managers</i> <i>Prepare a Report to the City Council</i>	George		Aug-13
Risk Management Review Conduct a Risk Management Review through ABAG <i>Meet w/ABAG Representatives to review current risk management policies</i> <i>Develop and Assess Areas for Improvement/Change</i> <i>Assess infrastructure cost needs and incorporate major projects into projections</i> <i>Prepare a Report to the City Manager</i> <i>Prepare Report and Present Findings to City Council</i>	Theresa	Done In Progress In Progress July 2013 August 2013	Oct-13
Records Retention Schedule Review and update the Town's Records Retention Schedule <i>Review the Town's current records retention policies</i> <i>Identify areas for update</i> <i>Review and Prepare a Report to the City Manager</i> <i>Prepare a Report and Present Revisions to City Council for adoption</i>	Theresa		Jul-13

Master Goals and Project Priority List

Mid-Term Projects/Priorities (6 to 12 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
City Council Communications Policy	Theresa		Jul-13
Review and update the Town's Council Communication Policy <i>Review the Town's current City Council Communication Policies</i> <i>Identify areas for update and review with City Attorney</i> <i>Review and Prepare a Report to the City Manager</i> <i>Prepare a Report and Present Revisions to the City Council for adoption</i>		In Progress March 2013 April 2013 May 2013	
Audio/Video for the Council Chambers	Theresa		Jul-13
Review the Town's Current Audio Video Systems and Update the System <i>Review the Town's current audio video systems</i> <i>Identify areas for improvement</i> <i>Review and Prepare a Report to the City Manager</i> <i>Prepare a Report and Present Revisions to the City Council</i>		In Progress In Progress January 2013 March 2013	
Prepare a SWOT Analysis for Use of Town Right of Way	Gordon		Jul-13
Identify uses within the Town's Right of Way and Prepare a Strengths, Weaknesses, Opportunities, and Threats analysis for the Council <i>Review/Audit Current uses within the Town's Right of Way</i> <i>Assess threats</i> <i>Identify appropriate uses</i> <i>Review and Prepare a Report to the City Manager</i> <i>Prepare a Report and Recommendation to the City Council</i>		March 2013 March 2013 April 2013 April 2013 June 2013	
High Speed Rail	Mike		Oct-13
Continue to Monitor State and Regional Activities connected to High Speed Rail <i>Stay abreast and involved in regional and state activities connected to High Speed Rail</i> <i>Participate in the Town's Rail Committee</i> <i>Prepare updates to the City Manager and City Council</i>		Ongoing Ongoing Ongoing	

Master Goals and Project Priority List

Mid-Term Projects/Priorities (6 to 12 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
<i>Bike and Pedestrian Master Plan</i>	Gordon		Oct-13
Develop a Town Bicycle and Pedestrian Master Plan			
<i>Review the Town's current bicycle and pedestrian infrastructure</i>		February 2013	
<i>Review regional connectivity</i>		Feb-Mar 2013	
<i>Assess grant and funding opportunities</i>		March 2013	
<i>Prepare draft recommendations and discuss with Department Managers</i>		April 2013	
<i>Prepare a Report and Presentation for the City Council</i>		May 2013	
<i>Crosswalks on El Camino Real</i>	Mike		Jun-13
Review crosswalks and intersections along El Camino Real Identify Areas for Improvement			
<i>Review current crosswalks and intersections along ECR</i>		Feb-Mar 2013	
<i>Identify areas for improvement</i>		April 2013	
<i>Assess grant and funding opportunities</i>		April 2013	
<i>Review the Findings and Recommendations with the City Manager</i>		April 2013	
<i>Prepare a Report and Presentation to the Transportation Committee</i>		May 2013	
<i>Prepare a Report and Presentation for the City Council</i>		June 2013	
<i>Tree Removal at Sacred Heart Menlo College</i>	Lisa		Jun-13
Review Request and Assess Tree Removal Mitigation for Sacred Heart & Menlo College			
<i>Review request from Sacred Heart Menlo College</i>			
<i>Review mitigation measures and impacts</i>			
<i>Prepare Report to Planning Commission</i>			
<i>Review the findings/submittals with the City Manager</i>			
<i>Prepare a Report for the City Council</i>			
<i>Update Springbrook Financial Software</i>	Robert		Jul-13
Identify update needs to Springbrook Financial Software			

Master Goals and Project Priority List

Mid-Term Projects/Priorities (6 to 12 months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
<i>Identify update needs in Springbrook Financial Software</i> <i>Assess costs for upgrades</i> <i>Prepare a Report to the City Manager</i>		April 2013 April 2013 June 2013	
Develop a Disbursement Policy	Robert		Aug-13
<i>Identify Needs and Develop a Disbursement Policy</i> <i>Identify needs</i> <i>Review alternatives and recommendations with the Department Manager</i> <i>Prepare a Report to the City Manager</i> <i>Prepare a report and recommendation to the City Council</i>		May 2013 June 2013 June 2013 August 2013	
Review the PERS Side Funds and Prepare Recommendations	Robert		Jul-13
<i>Review the Town's PERS Side Fund Liability and Prepare Report</i> <i>Review the Town's PERS Side Fund Liability</i> <i>Present findings to the City Manager</i> <i>Prepare Report to the City Council with alternatives and cost estimates</i>		* Paid Public Safety 7/12 Misc. \$740k Prepare for FY12/13 Payment	

Master Goals and Project Priority List

Long-Term Projects/Priorities (12 plus months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
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Town Website	George		Dec-13
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Design, develop, and implement a new Town Website

Solicit proposals from vendors

Identify Website Needs

Select Vendor

Work with Departments and Design Committee

Go Live

Dec - Jan 2013

January-Feb 2013

February, 2013

Feb-April 2013

May, 2013

Records Management System	Theresa		Dec-13
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Design and Implement a Records Management System

Complete Update of Records Management Policy

Conduct a survey/inventory of current records

Utilize technology to create, store, and retrieve records

Destroy records that meet the retention requirements

Store inactive records in a cost-effective and secure location

Identify and preserve permanent records

Develop a disaster preparedness policy to protect and recover records

Implement System

April, 2013

August - Dec 2013

On Going

Oct - Dec 2013

December, 2013

On Going

January, 2014

2014-TBD

Teamsters v. Atherton	Bill C.		Mar-13
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Legal Representation

Preparation ongoing for March Court Date

Send update to City Council

Feb-March 2013

Feb-13

Parcel Tax Renewal	Robert		Dec-13
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Conduct an analysis of the Town's Parcel Tax and Prepare the issue for the electorate

Meet w/County Assistant Controller

Set for February 2013

Master Goals and Project Priority List

Long-Term Projects/Priorities (12 plus months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
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<i>Expansion of Video Surveillance Systems</i>	Ed		Dec-13
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Review existing video surveillance systems and recommendations additions

<i>Community Center Project</i>	Ed/Gordon		Dec-15
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Work with Committee(s) to Develop and Bid the Town Center/Library Project

Establish Community Center Advisory Committee & Charter

Feb-13

Host Applicant Orientation Meeting

Mar-13

Host First CCAC Meeting

Mar-13

<i>Short/Long-Term Facility Repair Plans</i>	Gordon		Dec-13
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Review existing facility needs and develop a strategy for short and long term repairs

Identify short-term facility improvement needs

Mar-13

Develop CIP for Budget

May-13

Master Goals and Project Priority List

Long-Term Projects/Priorities (12 plus months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
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<i>Incorporate improvement list into 2013/2014 Budget</i>			Jun-13
<i>Implement short-term improvement projects</i>			Aug-13

Park Entry @ Felton Gables	Steve		Dec-13
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Review Issue and Provide Recommendations to the City Council			
<i>Review Issue in concert with HPP Master Plan</i>			Apr-13

Park Master Plan	Steve/Gordon		Dec-13
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Develop a Master Plan for Holbrook-Palmer Park			
<i>Develop Scope of Work for Park Master Plan</i>			Mar-13
<i>Review Scope of Work with City Manager</i>			Apr-13
<i>Prepare Report for City Council</i>			May-13

Automate Building Services	Richard		Dec-13
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Develop a plan for automation of specified building services			
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Master Goals and Project Priority List

Long-Term Projects/Priorities (12 plus months)

Project/Priority Description	Assigned	Status/Comments	Target Dates
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<i>Cartan Field Project</i> Work with the College on the Cartan Field Development Project	Lisa		Dec-13
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<i>Housing Element & RHNA Allocations</i> Work with ABAG and the Region on updates to the Housing Element <i>Adopt Resolution for Regional Participation in next cycle</i>	Lisa		Dec-13
		Jan-13	

<i>Circulation Element</i> Work with the Town on updates to the Town's Circulation Element	Lisa		Dec-13
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Town of Atherton

**Building Department
91 Ashfield Road
Atherton, California 94027
Phone: (650) 752-0560**

Community Services Monthly Report January 2013

Submitted by:
Mike Kashiwagi, PE
Director of Community Services

**Town of Atherton
Building Safety & Inspection**

*Construction and Permit Summary
January 1, 2013 to January 31, 2013*

	January	Fiscal Year 2012-13
Total Construction Valuation¹:	\$12,673,210	\$85,657,810

REVENUE

Plan Check Fees Collected:	\$17,792	\$207,454
Permit Fees Collected:	\$46,896	\$595,416
TOTAL:	\$64,688	\$802,870

PLAN CHECK

Applications Received:	52	377
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PERMITS

<u>Residential:</u>		
New Single Family Residential Permits Issued:	2	19
New Accessory Structures Issued:	10	84
Addition / Alteration Permits Issued:	11	56
Reroof / Water Well Permits Issued:	7	63
Plumbing/Mechanical/Electrical Permits Issued:	13	94
Demolition Permits Issued:	4	26
<u>Non-Residential:</u>		
New Permits Issued:	0	22
TOTAL Permits Issued:	47	364

Total Open Permits as of 1/31	344
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INSPECTIONS

Inspections Performed:	374	3,214
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Footnotes:

¹Valuation: For permitted projects during this period.

**Town of Atherton
Building Safety & Inspection**

Code Enforcement Activity Summary

January 1, 2013 to January 31, 2013

CE responded to the following types of cases:

1. Dangerous Trees	1o/1c	10. Early Set Out-trash	3o/3c
2. Construction Law	6o/4c	11. Neighbor Law	1o
3. Dog Barking	1o/1c	12. Animal	1o
4. Building without permits	2o	13. Litigation	1o
5. Encroachments	7o/3c	14. Vehicles	0
6. Fence Violations	1o	15. Unsecured Prop	1o/1c
7. Accessory Bld.	1o/1c	16. HOA Contact	0
8. Refuse	1o	17. Admin/finance	0
9. Zoning	4o/1c	18. Admin/ordinance	0
		19. Public Nuisance	4o/4c
Number of Cases Closed = 19		Number of Cases Still Open = 32	

c: Closed

o: Open

Planning Projects

January 1, 2013 to January 31, 2013

	This Month Activity	Fiscal Year to Date Activity
Staff Level Reviews	26	115
Planning Commission Items	2	15

26 IRB

At its January 23, 2013 meeting, the Planning Commission approved the relocation of one Heritage Oak Tree at 33 Emilie Avenue.

Planning Commission: Items tentatively scheduled for the February 27, 2013 Meeting:

92 Sutherland - request for a Special Structure Permit for a retaining wall and Heritage Tree Removal Permit to allow the removal of two trees.

Sacred Heart Practice Gym - consideration of a Mitigated Negative Declaration and Conditional Use Permit for a new practice gym at the Sacred Heart campus

49 McCormick : request for a Special Structures Permit for a basement under an accessory structure.

228 Atherton Avenue: request for a Special Structures Permit for a basement under a main residence (squaring off basement and extending past footprint of main residence).

Arborist Activity Summary

January 1, 2013 to January 31, 2013

	Site Visits			Plan Review
	Tree Removal	Inspections	Info. / Consu.	
TOTAL	21	25	18	23

Town of Atherton Building Inspection & Plan Check

Summary of New Single Family Residential Permits Issued by

Month	2013	2012
January	2	2
February		0
March		2
April		2
May		4
June		3
July		3
August		2
September		3
October		4
November		1
December		4
Total New SFD Permits:	2	30

Plan Check Performance

January 1, 2013 to December 31, 2012

Project Type	Cycles	No of Plan Checks	Target **	Average Review Days	Overdue Plan Checks
Major Plan Check	1st Review	22	10	6	0
	Subsequent Rev.	9	5	3	0
Minor Plan Check	1st Review	13	3	2	0
	Subsequent Rev.	3	2	0	0
Total Number of Plan Checks		47			

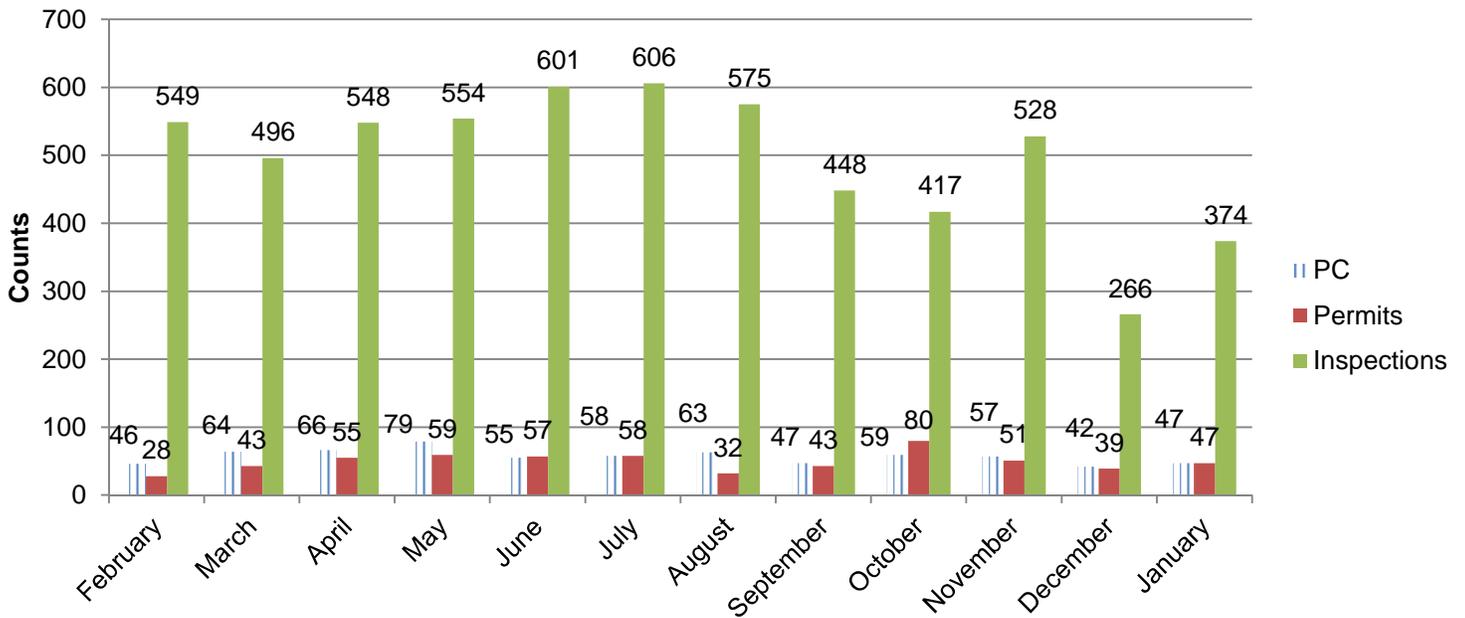
** Target: in working days

Major Plan Check: New Houses, New Accessory Structures, New non-Residential

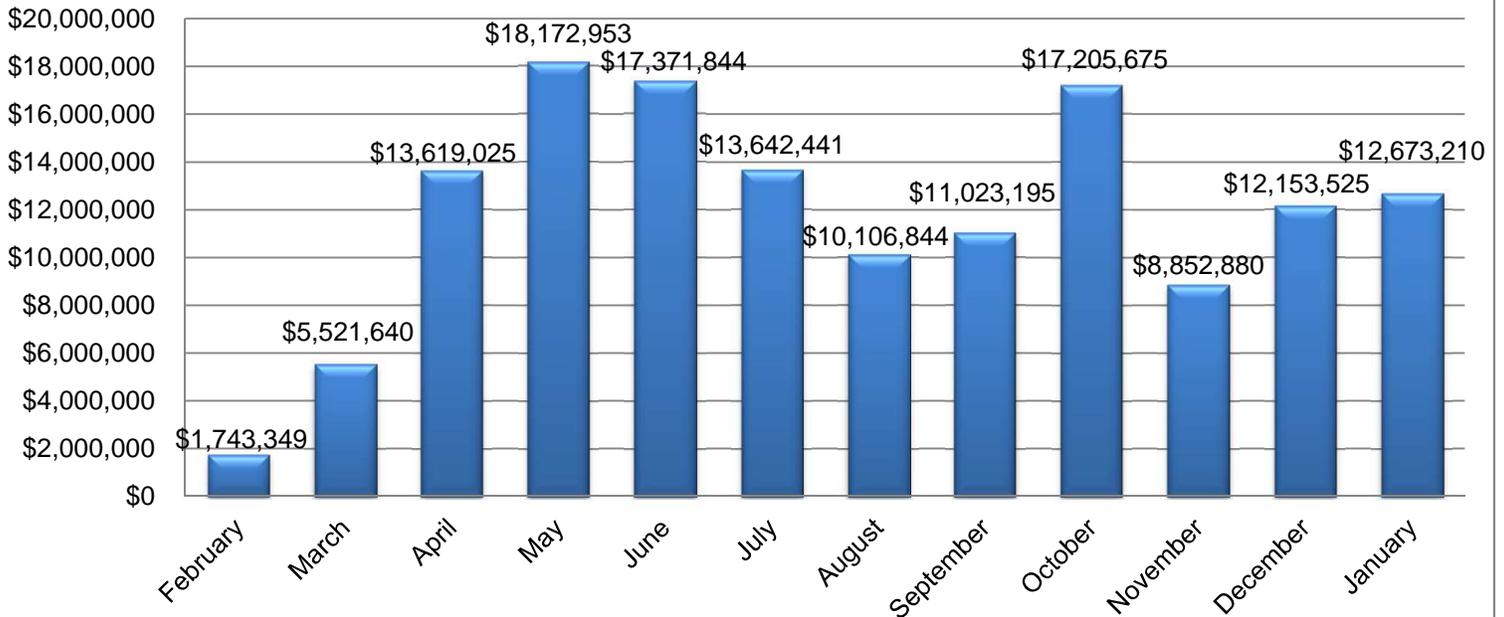
Minor Plan Check: Small Additions, Reroof, Alterations, Misc.

Summary Graphs

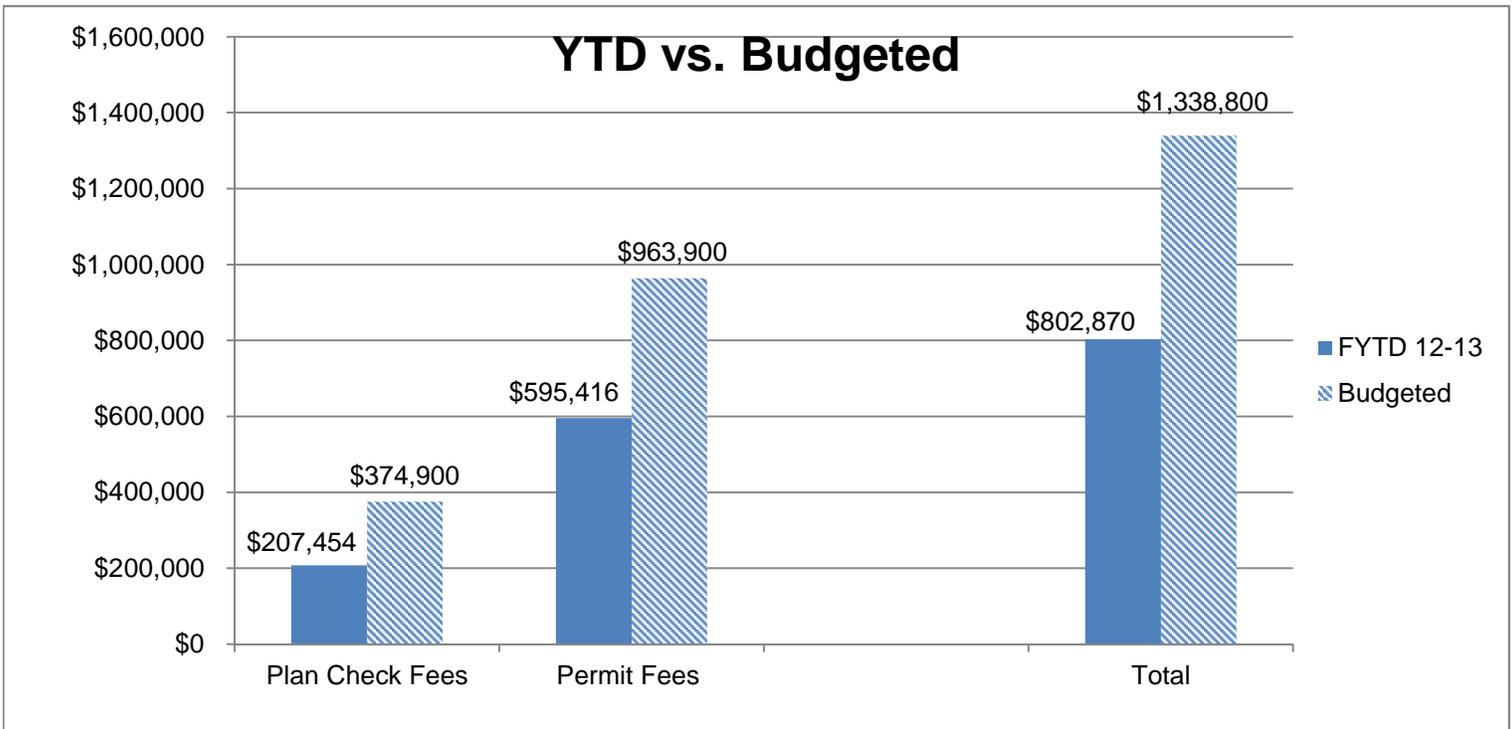
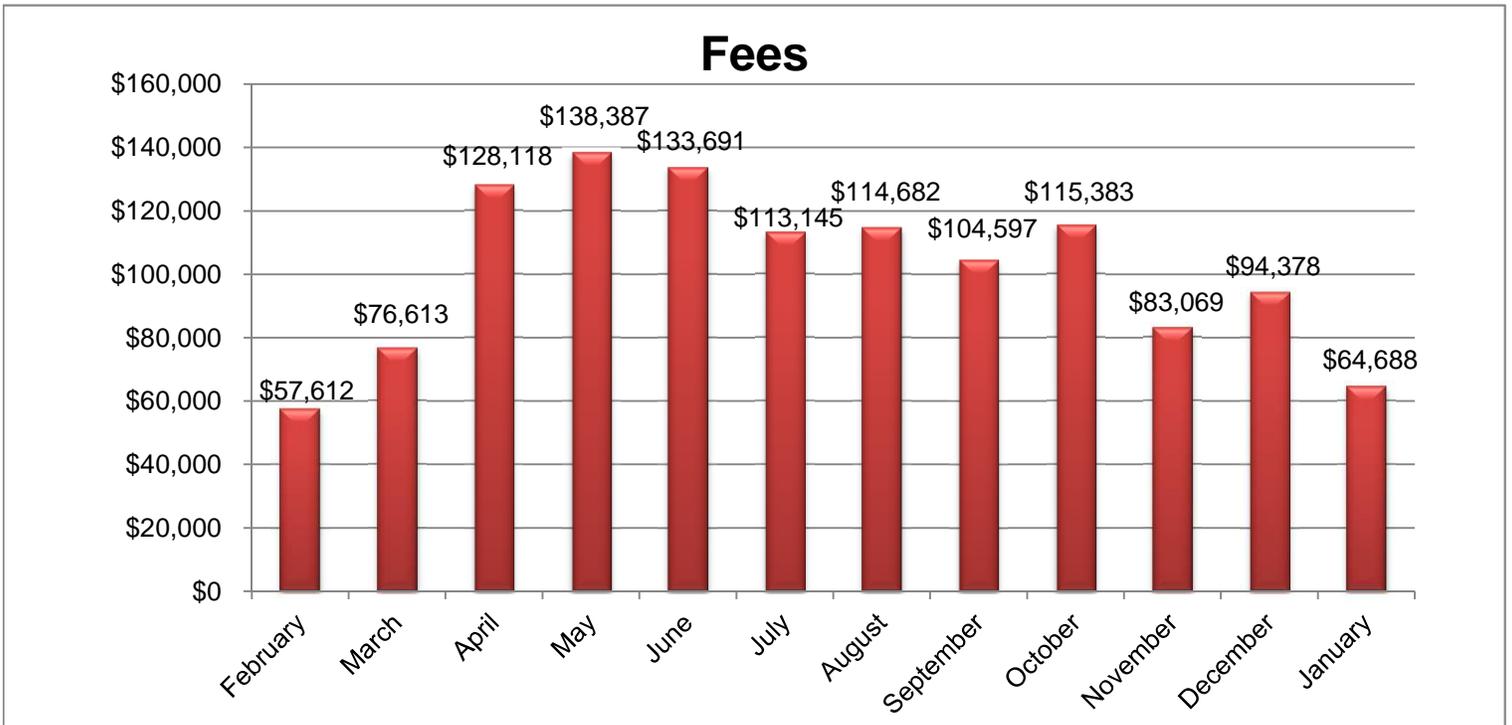
Plan Checks, Permits, Inspections



Valuation



Summary Graphs



TOWN OF ATHERTON
CLAIMS LIST **JANUARY 2013**

	<u>Amount</u>
A/P Checks (#14675-14802)	\$ 518,844
Payroll Checks (#365)	745
Direct Deposit - Payroll	213,488
Electronic Transfer - A/P & Payroll	245,478
JANUARY 2013 Total	978,555

I, George Rodericks, City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 365 (payroll), and 14675-14802 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$978,555 are true and correct based on the information provided to me and that there are sufficient funds for payment.

George Rodericks
City Manager

The above claims, check numbers 365 (payroll), and 14675-14802 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$978,555 are true and correct and are authorized for payment.

Elizabeth Lewis
Mayor, Town of Atherton

SOURCE OF FUNDS

101	General	\$ 796,594
105	Tennis	435
201	Special Tax	56,325
202	Measure A	998
213	Library	2,478
614	Worker's Comp Insurance	87,173
616	Employee Benefits	34,552
	TOTAL	978,555

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14675	A2Z BUSINESS SYSTEMS	1/3/2013	025338	General Fund	Planning	Sharp M453N copier maint service Planning 12/17/12 - 3/17/13	95.00
14675	A2Z BUSINESS SYSTEMS	1/3/2013	025338	General Fund	Building	Sharp M453N copier maint service Bldg 12/17/12 - 3/17/13	95.00
14675	A2Z BUSINESS SYSTEMS	1/3/2013	025338	General Fund	DPW-Engineering	Sharp M453N copier maint service DPW 12/17/12 - 3/17/13	95.00
14675 Total							285.00
14676	ACCONTEMPS	1/3/2013	36984783	General Fund	Finance	Temp Phonpradith, Noy 12/17/12 - 12/20/12	1,285.76
14676 Total							1,285.76
14677	AFLAC	1/3/2013	501-12-2012	General Fund		PR Batch 501 12 2012 AFLAC Intensive Care	16.26
14677	AFLAC	1/3/2013	502-12-2012	General Fund		PR Batch 502 12 2012 AFLAC Intensive Care	16.26
14677	AFLAC	1/3/2013	501-12-2012	General Fund		PR Batch 501 12 2012 AFLAC Hospital Indemnity	25.52
14677	AFLAC	1/3/2013	502-12-2012	General Fund		PR Batch 502 12 2012 AFLAC Hospital Indemnity	25.52
14677	AFLAC	1/3/2013	501-12-2012	General Fund		PR Batch 501 12 2012 AFLAC Specified Health	27.90
14677	AFLAC	1/3/2013	502-12-2012	General Fund		PR Batch 502 12 2012 AFLAC Specified Health	27.90
14677	AFLAC	1/3/2013	501-12-2012	General Fund		PR Batch 501 12 2012 AFLAC-STD After Tax	62.81
14677	AFLAC	1/3/2013	502-12-2012	General Fund		PR Batch 502 12 2012 AFLAC-STD After Tax	62.81
14677	AFLAC	1/3/2013	501-12-2012	General Fund		PR Batch 501 12 2012 AFLAC Dental Ins PreTx	65.22
14677	AFLAC	1/3/2013	502-12-2012	General Fund		PR Batch 502 12 2012 AFLAC Dental Ins PreTx	65.22
14677	AFLAC	1/3/2013	501-12-2012	General Fund		PR Batch 501 12 2012 AFLAC Cancer Ins	117.61
14677	AFLAC	1/3/2013	502-12-2012	General Fund		PR Batch 502 12 2012 AFLAC Cancer Ins	117.61
14677	AFLAC	1/3/2013	501-12-2012	General Fund		PR Batch 501 12 2012 AFLAC Accident Indemnity	135.72
14677	AFLAC	1/3/2013	502-12-2012	General Fund		PR Batch 502 12 2012 AFLAC Accident Indemnity	135.72
14677 Total							902.08
14678	AFLAC	1/3/2013	501-10-2012	General Fund		PR Batch 501 10 2012 Flex Participation Fee - EE	75.00
14678 Total							75.00
14679	AT&T CALNET 2	1/3/2013	000003955564	General Fund	Police	8343 83 Ashfield/KCEA radio PD 11/20/12 -12/19/12	57.48
14679	AT&T CALNET 2	1/3/2013	000003955568	General Fund	Police	6690 MP police to PD voter 11/20/12 - 12/19/12	66.79
14679	AT&T CALNET 2	1/3/2013	000003955567	General Fund	Police	6689 MP fire to PD voter 11/20/12 - 12/19/12	66.79
14679	AT&T CALNET 2	1/3/2013	000003955569	General Fund	Police	6691 Cal water/Bear gulch voter PD 11/20/12 - 12/19/12	77.16
14679	AT&T CALNET 2	1/3/2013	000003955562	General Fund	Police	1053 Teleminder loop line PD 11/20/12 - 12/19/12	84.78
14679	AT&T CALNET 2	1/3/2013	000003955563	General Fund	Police	1953 Circuit# PD to 590 Hamilton 11/20/12 -12/19/12	97.73
14679	AT&T CALNET 2	1/3/2013	000003955565	General Fund	Police	5840 83 Ashfield/Industrial PD 11/20/12 - 12/19/12	267.66
14679	AT&T CALNET 2	1/3/2013	000003955566	General Fund	Police	7360 Circuit date line PD 11/20/12 - 12/19/12	362.28
14679 Total							1,080.67
14680	BARRON ANTHONY	1/3/2013	Dec 11-14, 2012	General Fund	Police	Lunch Radar/Lidar training A. Barron 12/12/12	8.83
14680	BARRON ANTHONY	1/3/2013	Dec 11-14, 2012	General Fund	Police	Lunch Radar/Lidar training A. Barron 12/13/12	9.09
14680	BARRON ANTHONY	1/3/2013	Dec 11-14, 2012	General Fund	Police	Lunch Radar/Lidar training A. Barron 12/11/12	9.26

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14680	BARRON ANTHONY	1/3/2013	Dec 11-14, 2012	General Fund	Police	Mileage Radar/Lidar training A. Barron 12/11/12 - 12/14/12	159.97
14680 Total							187.15
14681	CA CHAMBER COMMERCE	1/3/2013	10652712	General Fund	Administration	(2) ea 2013 CA Employer Poster - Spanish	53.60
14681	CA CHAMBER COMMERCE	1/3/2013	10652712	General Fund	Administration	(5) ea 2013 CA Employer Poster - English	145.96
14681 Total							199.56
14682	CITIES GROUP THE	1/3/2013	Jul-Dec 2012	Worker's Comp Insurance	Non-Dept	Workers' compensation assessment 7/1/12 - 12/31/12	84,742.05
14682	CITIES GROUP THE	1/3/2013	Jul-Dec 2012	Worker's Comp Insurance	Non-Dept	Safety/compliance program assessment 7/1/12 - 12/31/12	2,431.15
14682 Total							87,173.20
14683	DEPT OF MOTOR VEHICLES	1/3/2013	2013 Veh Code	General Fund	Police	2013 Vehicle Code books	105.71
14683 Total							105.71
14684	DFM ASSOCIATES	1/3/2013	2013 Elec Code	General Fund	Non-Dept	2013 CA Elections Code	54.38
14684 Total							54.38
14685	GOMEZ DAVID	1/3/2013	EduReimb 2012	General Fund	Police	Education reimbursement D. Gomez	100.00
14685 Total							100.00
14686	GOVCONNECTION, INC.	1/3/2013	49782432	General Fund	City Council	(1) ea Ultrium LTO UnivCleanCartridge 35L2086	54.38
14686	GOVCONNECTION, INC.	1/3/2013	49782432	General Fund	City Council	(5) ea Quantum ultrium 3 storage MR-L3MQN-01	120.27
14686 Total							174.65
14687	HUBB SYSTEMS, LLC	1/3/2013	INV-21218	General Fund	Police	Mobile digital video hardware warranty 5/15/13 - 12/30/13	57.75
14687	HUBB SYSTEMS, LLC	1/3/2013	INV-21218	General Fund	Police	Mobile digital video hardware warranty 5/15/13 - 12/30/13	57.75
14687	HUBB SYSTEMS, LLC	1/3/2013	INV-21218	General Fund	Police	Mobile digital video hardware warranty 5/15/13 - 12/30/13	57.75
14687	HUBB SYSTEMS, LLC	1/3/2013	INV-21218	General Fund	Police	Mobile digital video hardware warranty 12/15/12 - 12/30/13	99.00
14687	HUBB SYSTEMS, LLC	1/3/2013	INV-21218	General Fund	Police	Mobile digital video hardware warranty 12/15/12 - 12/30/13	99.00
14687	HUBB SYSTEMS, LLC	1/3/2013	INV-21218	General Fund	Police	Mobile digital video hardware warranty 8/29/12 - 12/30/13	132.00
14687	HUBB SYSTEMS, LLC	1/3/2013	INV-21218	General Fund	Police	Mobile digital video software support 5/15/13 - 12/30/13	1,166.00
14687 Total							1,669.25
14688	KIELTY KEVIN R.	1/3/2013	2526	General Fund	Planning	Contract Arborist Services- 23% Planning Dec 2012	1,914.75
14688	KIELTY KEVIN R.	1/3/2013	2526	General Fund	Building	Contract Arborist Service - 77% Bldg Dec 2012	6,410.25
14688 Total							8,325.00
14689	MUNISERVICES LLC	1/3/2013	PhoenixLowVolt	General Fund		Bus Lic. Phoenix Low Voltage Systems	150.00
14689 Total							150.00
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Administration	(2) ea Moistener bottle Adm	2.36

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Administration	(1) ea Moistener fingertip Adm	2.68
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Administration	(1) ea Holder stand Adm	6.52
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Administration	(1) dz Pen Adm	8.52
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Administration	(5) pk Folders Adm	75.72
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Building	(1) ea 1-Hole punch Bldg	0.70
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Building	(1) bx Rubberband size 33 Bldg	3.17
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Building	(1) bx Rubberband size 64 Bldg	3.17
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Building	(1) pk Dot Label Bldg	5.19
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Building	(1) bx Pocket file Bldg	13.41
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Building	(2) pk 3/4" Label Bldg	15.22
14690	OFFICE DEPOT	1/3/2013	636835066001	General Fund	Building	(1) bx 4-3/4"x2-3/8" Tag Bldg	39.02
14690	OFFICE DEPOT	1/3/2013	636843095001	General Fund	Building	(1) pk HP 94/95 ink Bldg	54.31
14690 Total							229.99
14691	OLYMPIC PAINTING	1/3/2013	200178	General Fund		10% Retention - Painting Carriage & CM House	3,150.00
14691 Total							3,150.00
14692	SAN MATEO CNTY SHERIFF'S OFFIC	1/3/2013	9390	General Fund	Administration	Live scan service J. Herren	18.00
14692	SAN MATEO CNTY SHERIFF'S OFFIC	1/3/2013	9390	General Fund	Police	Live scan service C. Vigil	18.00
14692 Total							36.00
14693	SPRINT	1/3/2013	130538811-061	General Fund	Police	Mobile data communication PD 11/26/12 - 12/25/12	427.02
14693 Total							427.02
14694	TEAMSTERS LOCAL 856 H & W	1/3/2013	501-12-2012	General Fund		PR Batch 501 12 2012 Dental Insurance	4,320.00
14694 Total							4,320.00
14695	VISION SERVICE PLAN	1/3/2013	501-12-2012	General Fund		PR Batch 501 12 2012 Vision Insurance	516.13
14695	VISION SERVICE PLAN	1/3/2013	Jan 2013	General Fund	Police	Vision opt out K. Lopez Jan 2013	(15.77)
14695	VISION SERVICE PLAN	1/3/2013	Jan 2013	General Fund	Police	Vision adj. from EE plus 1 to family A. Gutierrez Jan 2013	12.51
14695	VISION SERVICE PLAN	1/3/2013	Jan 2013	General Fund	Police	Vision adj. from EE only to family N. Bonnevie Jan 2013	17.40
14695	VISION SERVICE PLAN	1/3/2013	Jan 2013	General Fund	Police	Vision A. Gutierrez Dec 2012	28.28
14695	VISION SERVICE PLAN	1/3/2013	Jan 2013	General Fund	DPW-Street Maint.	Vision cobra M. Rubalcava Jan 2013	10.88
14695 Total							569.43
14696	ABAG POWER PURCHASING POOL	1/10/2013	8005288	General Fund	Administration	91 Ashfield Admin 11/21/12 - 12/21/12	16.16
14696	ABAG POWER PURCHASING POOL	1/10/2013	8005288	General Fund	Planning	Station Lane Planning 11/21/12 - 12/21/12	6.13
14696	ABAG POWER PURCHASING POOL	1/10/2013	8005288	General Fund	Building	Station Lane Bldg 11/21/12 - 12/21/12	36.80
14696	ABAG POWER PURCHASING POOL	1/10/2013	8005288	General Fund	Police	91 Ashfield PD 11/21/12 - 12/21/12	27.51

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14696	ABAG POWER PURCHASING POOL	1/10/2013	8005288	General Fund	DPW-Engineering	Station Lane DPW 11/21/12 - 12/21/12	18.40
14696	ABAG POWER PURCHASING POOL	1/10/2013	8005288	General Fund	DPW-Street Maint.	99 Dinkenspiel/Corp Office 11/21/12 - 12/21/12	31.95
14696	ABAG POWER PURCHASING POOL	1/10/2013	8005288	General Fund	DPW-Park Maint.	160 Watkins (CM House) 11/22/12 - 12/24/12	4.18
14696	ABAG POWER PURCHASING POOL	1/10/2013	8005288	General Fund	DPW-Park Program	150 Watkins HP Activity Bldg 11/22/12 - 12/24/12	14.05
14696	ABAG POWER PURCHASING POOL	1/10/2013	8005288	General Fund	DPW-Park Program	150 Watkins Town of Atherton 11/22/12 - 12/24/12	120.91
14696	ABAG POWER PURCHASING POOL	1/10/2013	8005288	Library Fund	Non-Dept	2 Dinkenspiel/Station Ln Library 11/21/12 - 12/21/12	36.63
14696 Total							312.72
14697	AT&T CALNET 2	1/10/2013	000003972257	General Fund	Non-Dept	0600 PBX switch board line 11/27/12 - 12/26/12	114.05
14697	AT&T CALNET 2	1/10/2013	000003972258	General Fund	Non-Dept	8099 Town Hall main line 11/27/12 - 12/26/12	343.41
14697	AT&T CALNET 2	1/10/2013	000003928830	General Fund	DPW-Street Maint.	1470 PW Corp yard 11/11/12 - 12/10/12	23.04
14697	AT&T CALNET 2	1/10/2013	000003926153	General Fund	DPW-Park Program	2677 Park elevator 11/10/12 - 12/9/12	15.55
14697 Total							496.05
14698	BIGGS CARDOSA ASSOCIATE, INC	1/10/2013	61793	Special Tax	DPW-Engineering	Marsh road retaining wall- Phase1 Nov 2012	14,861.19
14698 Total							14,861.19
14699	CLARK PEST CONTROL	1/10/2013	13595488	Library Fund	Non-Dept	Pest control service Library Dec 2012	95.00
14699 Total							95.00
14700	CSG CONSULTANTS INC	1/10/2013	023445	General Fund	Building	Code enforcement services 10/27/12 - 11/30/12	3,708.00
14700 Total							3,708.00
14701	DE LARGE FINANCIAL SERVICES,INC	1/10/2013	16374108	General Fund	Planning	Lease Sharp MXM453N copier Planning 12/15/12 - 1/14/13	50.50
14701	DE LARGE FINANCIAL SERVICES,INC	1/10/2013	16374108	General Fund	Building	Lease Sharp MXM453N copier Bldg 12/15/12 - 1/14/13	50.50
14701	DE LARGE FINANCIAL SERVICES,INC	1/10/2013	16374108	General Fund	DPW-Engineering	Lease Sharp MXM453N copier DPW 12/15/12 - 1/14/13	50.50
14701 Total							151.50
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund		Sale user tax (10) ea USB Cable for officer video	(8.25)
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	4960/12-24-12TD	General Fund	City Council	Water for council meeting	3.30
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	4960/12-24-12TD	General Fund	Administration	2x10 Black on gold name plate G. Rodericks City Manager	12.99
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	4960/12-24-12TD	General Fund	Administration	(1) ea Cleaning supplies for Town kitchen	14.06
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	4960/12-24-12TD	General Fund	Administration	Solid walnut desk wedge	22.73

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	4960/12-24-12TD	General Fund	Finance	2x8 White on black name plate R. Barron Finance Director	12.99
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	Oil PD motor	21.63
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	Car wash PD Nov 2012	60.00
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(15) ea Black camera cases PD	162.21
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	2431/12-24-12JW	General Fund	Police	DeWalt mobile lock fee PD November 2012	19.95
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	Refund canceled Internal Affairs Investigation training E. Enberg	(220.00)
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	FTO Update training J. Yoakum 2/11/13 - 2/13/13	70.00
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	Airfare SLI graduation Chief E. Flint to attend	169.60
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	Interview & Interrogation training A. Barron 3/6/13 - 3/8/13	240.00
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	Public Records Act training A. Gutierrez 3/7/13 - 3/8/13	250.00
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	Lodging SLI training A. Kockler 12/2/12 - 12/5/12	283.65
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	Lodging SMC Police Chiefs conference 12/4/12 - 12/6/12	287.10
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(1) ea Power protector PD	9.99
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(2) ea Ant spray for sergent trailer	13.29
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(3) ea USB travel adapter PD	36.79
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(2) ea 6x8 Alarm sign	55.76
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(6) ea Dog leashes for patrol cars	58.39
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(15) Memory cards for cameras PD	96.36
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(10) ea USB Cable for officer video	122.25
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(4) ea Motor trend 16' jumber cables w/clamps PD	129.45
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(6) ea Rolatape RT204 dual 4" measuring wheel	194.76

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(7) ea Digital camera PD (purchase per PO255)	606.12
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5432/12-24-12JF	General Fund	Police	(8) ea Digital camera PD (purchase per PO255)	692.71
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5408/12-24-12ST	General Fund	DPW-Engineering	California Tree Failure Report Program workshop 1/10/13	85.00
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5408/12-24-12ST	General Fund	DPW-Park Program	Internet fee HP Park December 2012	77.53
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5408/12-24-12ST	General Fund	DPW-Park Program	(1) ea 80" Dual aspect ratio projection screen HP Park	124.65
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5408/12-24-12ST	General Fund	DPW-Building Maint.	(1) ea Bellows plunger	7.57
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5408/12-24-12ST	General Fund	DPW-Building Maint.	(1) ea Dazzle webster dus	9.73
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5408/12-24-12ST	General Fund	DPW-Building Maint.	(1) ea Acid drain opener	10.81
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5408/12-24-12ST	General Fund	DPW-Building Maint.	(1) ea Earthquake restraint strap for PD TV	14.06
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5408/12-24-12ST	General Fund	DPW-Building Maint.	(3) ea Power strips	16.21
14702	IMPAC. GOVERNMENT SERVICES	1/10/2013	5408/12-24-12ST	General Fund	DPW-Building Maint.	(2) ea Liquid ant traps	17.30
14702 Total							3,780.69
14703	NCCCA	1/10/2013	Jan 25, 2013	General Fund	Administration	NCCCA meeting T. DellaSanta 1/25/13	25.00
14703 Total							25.00
14704	NOVA PARTNERS, INC.	1/10/2013	ATRN1208	Library Fund	Non-Dept	Project management services Library Aug 2012	663.89
14704 Total							663.89
14705	PG & E	1/10/2013	867135558281212	General Fund	DPW-Street Maint.	Signal Middlefield/Encinal 11/22/12 - 12/24/12	42.80
14705	PG & E	1/10/2013	929130254891212	General Fund	DPW-Street Maint.	Corp office/Storage 11/20/12 - 12/20/12	70.92
14705	PG & E	1/10/2013	345796958821212	General Fund	DPW-Street Maint.	Signal El Camino/Atherton 11/21/12 - 12/21/12	84.98
14705	PG & E	1/10/2013	953131294391212	General Fund	DPW-Street Maint.	93 Dinkelspiel station Ln 11/20/12 - 12/20/12	165.48
14705	PG & E	1/10/2013	089630236201212	General Fund	DPW-Park Maint.	160 Watkins (CM House) 11/22/12 - 12/24/12	36.05
14705	PG & E	1/10/2013	916630255661212	Library Fund	Non-Dept	Atherton library 11/20/12 - 12/20/12	383.78
14705 Total							784.01
14706	REGALIA MILLER STAR	1/10/2013	ORD11-00001	General Fund		Refund annex dep ORD11-00001, 70 Camino Por Los Arboles	1,713.85
14706	REGALIA MILLER STAR	1/10/2013	LLA11-00002	General Fund		Refund lot line dep LLA11-00002, 70 Camino Por Los Arboles	2,500.00
14706 Total							4,213.85
14707	SAN MATEO CNTY CONTROLLERS OFFICE	1/10/2013	December 2012	General Fund		Allocation of parking penalties Dec 2012	198.50
14707 Total							198.50

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Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14708	SHARP ELECTRONICS CORPORATION	1/10/2013	C765556-541	General Fund	Administration	Sharp MXM550N copier usage Admin 11/30/12 - 12/16/12	126.74
14708 Total							126.74
14709	SIEMENS	1/10/2013	400090440	General Fund	DPW-Street Maint.	T/S Illuminated in-pavement x-walk Valparaiso/Emilie Oct 2012	50.00
14709	SIEMENS	1/10/2013	400090441	General Fund	DPW-Street Maint.	T/S Illuminated in-pavement x-walk Valparaiso/Emilie Nov 2012	50.00
14709	SIEMENS	1/10/2013	400090440	General Fund	DPW-Street Maint.	Traffic signal maint service Middlefield/Encinal Oct 2012	104.67
14709	SIEMENS	1/10/2013	400090440	General Fund	DPW-Street Maint.	Traffic signal maint service Middlefield/Marsh Oct 2012	104.67
14709	SIEMENS	1/10/2013	400090440	General Fund	DPW-Street Maint.	Traffic signal maint service Middlefield/Oak Grove Oct 2012	104.67
14709	SIEMENS	1/10/2013	400090441	General Fund	DPW-Street Maint.	Traffic signal maint service Middlefield/Encinal Nov 2012	104.67
14709	SIEMENS	1/10/2013	400090441	General Fund	DPW-Street Maint.	Traffic signal maint service Middlefield/Marsh Nov 2012	104.67
14709	SIEMENS	1/10/2013	400090441	General Fund	DPW-Street Maint.	Traffic signal maint service Middlefield/Oak Grove Nov 2012	104.67
14709	SIEMENS	1/10/2013	400091528	General Fund	DPW-Street Maint.	Traffic signal repair service Middlefield/Oak Grove Oct 2012	144.77
14709	SIEMENS	1/10/2013	400091373	General Fund	DPW-Street Maint.	Traffic signal repair services Middlefield/Oak Grove Nov 2012	214.54
14709	SIEMENS	1/10/2013	400091373	General Fund	DPW-Street Maint.	Traffic signal repair services Middlefield/Encinal Nov 2012	729.20
14709	SIEMENS	1/10/2013	400091373	General Fund	DPW-Street Maint.	Installed city deco pole Robleda/Derrano Nov 2012	1,116.32
14709 Total							2,932.85
14710	VERIZON WIRELESS	1/10/2013	1148772555	General Fund	Building	Wireless service Bldg 11/22/12 - 12/21/12	0.34
14710	VERIZON WIRELESS	1/10/2013	1148772555	General Fund	Police	Wireless service PD 11/22/12 - 12/21/12	119.00
14710	VERIZON WIRELESS	1/10/2013	1148772555	General Fund	DPW-Engineering	Wireless service DPW Eng 11/22/12 - 12/21/12	1.68
14710	VERIZON WIRELESS	1/10/2013	1148772555	General Fund	DPW-Street Maint.	Wireless service DPW Street 11/22/12 - 12/21/12	5.69
14710	VERIZON WIRELESS	1/10/2013	1148772555	General Fund	DPW-Park Maint.	Wireless service DPW Park Maint 11/22/12 - 12/21/12	0.17
14710	VERIZON WIRELESS	1/10/2013	1148772555	General Fund	DPW-Park Program	Wireless service DPW Park Program 11/22/12 - 12/21/12	0.34
14710 Total							127.22
14711	WEST COAST ARBORISTS, INC.	1/10/2013	84561	General Fund	DPW-Street Maint.	Remove tree service at Watkins Ave Oct 2012	888.00
14711 Total							888.00
14712	A-A LOCK & ALARM INC	1/17/2013	231624	General Fund	Police	Locksmith service call to fix locker's key C. Vigil (Upper lock broken - new lock added)	163.14
14712	A-A LOCK & ALARM INC	1/17/2013	21594	Tennis Fund	DPW-Park Program	(60) Commercial keys for Tennis court	211.58
14712 Total							374.72

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Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14713	ACCOMTEMP	1/17/2013	37048660	General Fund	Finance	Temp Phonpradith, Noy 12/24/12 - 12/27/12	964.32
14713	ACCOMTEMP	1/17/2013	37078407	General Fund	Finance	Temp Phonpradith, Noy 12/31/12 - 1/3/13	964.32
14713 Total							1,928.64
14714	AT&T CALNET 2	1/17/2013	000003972255	General Fund	Police	0686 Alarm line -police shed 11/27/12 - 12/26/12	16.03
14714	AT&T CALNET 2	1/17/2013	000003984922	General Fund	Police	5396 ESL service line PD 12/1/12 - 12/31/12	66.02
14714	AT&T CALNET 2	1/17/2013	000003972256	General Fund	Police	0280 Disaster line PD 11/27/12 - 12/26/12	216.19
14714 Total							298.24
14715	BKF ENGINEERS	1/17/2013	12120407	General Fund	Building	Grading and drainage criteria update 10/22/12 - 11/18/12	186.08
14715	BKF ENGINEERS	1/17/2013	12120388	General Fund	DPW-Engineering	Consultation re. Cert. of Merit for Fletcher/Ridgeview proj	2,605.28
14715 Total							2,791.36
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	City Council	94 Ashfield Council 11/3/12 - 12/5/12	13.21
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	Administration	91 Ashfield Admin 11/3/12 - 12/5/12	25.04
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	Planning	Station Lane 11/3/12 - 12/5/12	3.68
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	Building	Station Lane 11/3/12 - 12/5/12	22.10
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	Police	83 Ashfield 11/3/12 - 12/5/12	107.77
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	DPW-Engineering	Station Lane 11/3/12 - 12/5/12	11.06
14716	CAL WATER SERVICE	1/17/2013	92930926581212	General Fund	DPW-Street Maint.	99 Ashfield/Corp yard 12/6/12 - 1/7/13	53.85
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	DPW-Street Maint.	El Camino Real (M#62051499) 11/3/12 - 12/5/12	72.92
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	DPW-Street Maint.	El Camino Real (m#97947324) 11/29/12 - 12/28/12	72.92
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	DPW-Street Maint.	Alameda/Atherton 11/3/12 - 12/5/12	137.93
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	DPW-Park Program	150 Watkins (Fire Protection) 12/1/12 - 12/31/12	28.35
14716	CAL WATER SERVICE	1/17/2013	47261666661212	General Fund	DPW-Park Program	150 Watkins 11/29/12 - 12/28/12	137.93
14716	CAL WATER SERVICE	1/17/2013	47261666661212	Library Fund	Non-Dept	Maple Library 11/3/12 - 12/5/12	32.06
14716	CAL WATER SERVICE	1/17/2013	47261666661212	Library Fund	Non-Dept	2 Station Lane Library 11/3/12 - 12/5/12	36.84
14716 Total							755.66
14717	CENTRAL MAINTENANCE COMPANY	1/17/2013	3152-0113	General Fund	DPW-Park Maint.	Monthly Janitorial Services Park Jan 2013	560.00
14717	CENTRAL MAINTENANCE COMPANY	1/17/2013	3152-0113	General Fund	DPW-Building Maint.	Monthly Janitorial Services Facilities Jan 2013	1,152.85
14717	CENTRAL MAINTENANCE COMPANY	1/17/2013	3152-0113	Library Fund	Non-Dept	Monthly Janitorial Services Library Jan 2013	342.00
14717 Total							2,054.85
14718	CITY OF REDWOOD CITY	1/17/2013	Jan 25, 2013	General Fund	Administration	Council of cities business meeting G. Rodericks 1/25/13	40.00
14718 Total							40.00
14719	CITY OF REDWOOD CITY	1/17/2013	BR28483	General Fund	Police	Oil change service Camry hybrid PD	21.13
14719	CITY OF REDWOOD CITY	1/17/2013	BR28483	General Fund	Police	Smog test Taurus PD	83.64
14719	CITY OF REDWOOD CITY	1/17/2013	BR28483	General Fund	Police	Replace fan blower motor Crwn Victoria patrol PD	168.24
14719	CITY OF REDWOOD CITY	1/17/2013	BR28483	General Fund	Police	Replace battery Crwn Victoria patrol PD	172.70
14719	CITY OF REDWOOD CITY	1/17/2013	BR28483	General Fund	Police	Replace battery Crwn Victoria interceptor PD	172.70

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14719	CITY OF REDWOOD CITY	1/17/2013	BR28483	General Fund	Police	Tune up service Taurus PD	326.54
14719	CITY OF REDWOOD CITY	1/17/2013	BR28483	General Fund	Police	Brake job/hoses line services Taurus PD	354.98
14719	CITY OF REDWOOD CITY	1/17/2013	BR28483	General Fund	Police	Tune up service patrol PD	435.40
14719	CITY OF REDWOOD CITY	1/17/2013	BR28483	General Fund	DPW-Engineering	Smog test Dakota DPW Eng	83.64
14719 Total							1,818.97
14720	CITY OF REDWOOD CITY	1/17/2013	BR28459	General Fund	Non-Dept	(11.9) hrs Contract IT support 11/18/12 & 12/2/12	1,709.67
14720 Total							1,709.67
14721	CITY OF REDWOOD CITY	1/17/2013	BR28524	General Fund	Police	Fuel charge PD 11/15/12 - 12/15/12	4,269.80
14721	CITY OF REDWOOD CITY	1/17/2013	BR28524	General Fund	DPW-Engineering	Fuel charge DPW Eng 11/15/12 - 12/15/12	59.97
14721	CITY OF REDWOOD CITY	1/17/2013	BR28524	General Fund	DPW-Street Maint.	Fuel charge DPW Street 11/15/12 - 12/15/12	61.12
14721 Total							4,390.89
14722	CONTRACT SWEEPING SERVICES	1/17/2013	INV120002059	General Fund	DPW-Street Maint.	Sweeping service December 2012	992.70
14722 Total							992.70
14723	DUNBAR ARMORED INC	1/17/2013	3177390	General Fund	Finance	Armored car fuel surcharge fee January 2013	16.77
14723	DUNBAR ARMORED INC	1/17/2013	3177390	General Fund	Finance	Armored car service fee January 2013	107.14
14723 Total							123.91
14724	ENGINEERING DATA SERVICE	1/17/2013	1130101	Special Tax	DPW-Engineering	Atherton Special Tax 2012/13	1,745.90
14724 Total							1,745.90
14725	GRAINGER INC	1/17/2013	9031781660	General Fund	DPW-Building Maint.	Replace door closer men restroom PD	143.38
14725 Total							143.38
14726	HUBB SYSTEMS, LLC	1/17/2013	INV-21219	General Fund	Police	Replacement belt clip PD	30.57
14726 Total							30.57
14727	INTERWEST CONSULTING GROUP, INC	1/17/2013	13662	General Fund	Building	Inspection services for permits issued prior 8/22/11	2,360.00
14727	INTERWEST CONSULTING GROUP, INC	1/17/2013	13662	General Fund	Building	Penalty for plan review Nov 2012	(2,569.45)
14727	INTERWEST CONSULTING GROUP, INC	1/17/2013	13662	General Fund	Building	58% Total Revenue Bldg Nov 2012	50,955.34
14727 Total							50,745.89
14728	JANSSEN MICHAEL	1/17/2013	HTR10-00006	General Fund		Refund Tree initial dep HTR10-00006, 70 Serrano	2,000.00
14728	JANSSEN MICHAEL	1/17/2013	ENV10-00002	General Fund		Refund Review/Neg Dec dep ENV10-00002, 70 Serrano	2,000.00
14728 Total							4,000.00
14729	JARVIS, FAY, DOPORTO & GIBSON, LLP	1/17/2013	5135	General Fund	City Attorney	Legal service regarding settlement agreement Fletcher/Ridgeview	574.17
14729	JARVIS, FAY, DOPORTO & GIBSON, LLP	1/17/2013	5089	General Fund	City Attorney	Legal services regarding mediation Fletcher/Ridgeview project	20,029.16
14729 Total							20,603.33
14730	KOCKLER ANTHONY	1/17/2013	Jan 6-9, 2013	General Fund	Police	Rail ticket SLI#8 training A. Kockler 1/6/13	2.00
14730	KOCKLER ANTHONY	1/17/2013	Jan 6-9, 2013	General Fund	Police	Breakfast SLI#8 training A. Kockler 1/7/13	11.32
14730	KOCKLER ANTHONY	1/17/2013	Jan 6-9, 2013	General Fund	Police	Breakfast SLI#8 training A. Kockler 1/8/13	11.32

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14730	KOCKLER ANTHONY	1/17/2013	Jan 6-9, 2013	General Fund	Police	Lunch SLI#8 training A. Kockler 1/6/13	11.38
14730	KOCKLER ANTHONY	1/17/2013	Jan 6-9, 2013	General Fund	Police	Lunch SLI#8 training A. Kockler 1/8/13	13.41
14730	KOCKLER ANTHONY	1/17/2013	Jan 6-9, 2013	General Fund	Police	Dinner SLI#8 training A. Kockler 1/7/13	13.58
14730	KOCKLER ANTHONY	1/17/2013	Jan 6-9, 2013	General Fund	Police	Lunch SLI#8 training A. Kockler 1/7/13	14.90
14730	KOCKLER ANTHONY	1/17/2013	Jan 6-9, 2013	General Fund	Police	Dinner SLI#8 training A. Kockler 1/6/13	27.00
14730	KOCKLER ANTHONY	1/17/2013	Jan 6-9, 2013	General Fund	Police	Cab SLI#8 training A. Kockler 1/9/13	46.80
14730	KOCKLER ANTHONY	1/17/2013	Jan 6-9, 2013	General Fund	Police	Lodging SLI#8 training A. Kockler 1/6/13 - 1/8/13	283.65
14730 Total							435.36
14731	KOFF & ASSOCIATES, INC.	1/17/2013	1618	General Fund	Administration	Prof HR service for employee handbook final review	150.00
14731 Total							150.00
14732	LAMB LISA	1/17/2013	BP11-00581	General Fund		Refund grading dep BP11-00581, 138 Almendral	1,500.00
14732	LAMB LISA	1/17/2013	BP11-00578	General Fund		Refund 2nd Utility dep BP11-00578, 138 Almendral	5,000.00
14732 Total							6,500.00
14733	LCC PENINSULA DIVISION	1/17/2013	1162	General Fund	Administration	League of California Cities 2013 membership	100.00
14733 Total							100.00
14734	MAZE & ASSOCIATES	1/17/2013	4424	General Fund	Finance	Final Audit FY2012	502.75
14734	MAZE & ASSOCIATES	1/17/2013	4424	General Fund	Finance	Final Audit FY2012	6,706.00
14734	MAZE & ASSOCIATES	1/17/2013	4424	Measure A	DPW-Engineering	Financial Stm/Memo on Internal Control Report Measure A FY2012	600.00
14734 Total							7,808.75
14735	MILLS-PENINSULA HEALTH SERVICE	1/17/2013	41285	General Fund	Non-Dept	Employee Assistance services 1/1/13 - 3/31/13	368.00
14735 Total							368.00
14736	MUANG PENELOPE	1/17/2013	318	General Fund		Refund park dep Inv#318, 1/11/13	250.00
14736 Total							250.00
14737	MUNISERVICES LLC	1/17/2013	ASAPHeating	General Fund		Bus Lic. ASAP Heating & Cooling	50.00
14737	MUNISERVICES LLC	1/17/2013	ArtShade	General Fund		Bus Lic. Art Shade	125.00
14737 Total							175.00
14738	NAKAYA SANDRA	1/17/2013	BP12-00721	General Fund		Refund recycling dep BP12-00721, 57 Isabella	500.00
14738 Total							500.00
14739	NICOLAY CONSULTING & ACTUARIES	1/17/2013	447-2012-11	General Fund	Finance	Consulting services regarding postemployment healthcare program	4,200.00
14739 Total							4,200.00
14740	OFFICE DEPOT	1/17/2013	638535070001	General Fund	Administration	(1) dz Pen Admin	2.99
14740	OFFICE DEPOT	1/17/2013	638535070001	General Fund	Administration	(1) ct Storage box Admin	24.48
14740	OFFICE DEPOT	1/17/2013	638535070001	General Fund	Building	(1) dz Marker Bldg	7.64
14740	OFFICE DEPOT	1/17/2013	638535070001	General Fund	Police	(2) pk Kleenex PD	12.04
14740	OFFICE DEPOT	1/17/2013	638535070001	General Fund	Police	(2) pk Sticky notes PD	12.71
14740	OFFICE DEPOT	1/17/2013	638535070001	General Fund	Police	(5) ea Disinfecting wipe PD	21.60
14740	OFFICE DEPOT	1/17/2013	638535070001	General Fund	Police	(1) ea Copier paper PD	42.60
14740	OFFICE DEPOT	1/17/2013	638535070001	General Fund	Police	(1) ea Cartridge toner PD	136.38

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14740	OFFICE DEPOT	1/17/2013	638535070001	General Fund	Police	(2) ea HP black toner PD	159.95
14740 Total							420.39
14741	PENINSULA MOTORSPORTS	1/17/2013	1318	General Fund	Police	Replaced brake pads front & rear Honda 2007 ST1300P (PD Motor)	247.35
14741 Total							247.35
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(1) Name patch C. Vigil	10.77
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(1) Hood guard C. Vigil	10.77
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(1) Name plate C. Vigil	10.81
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(1) Arms in C. Vigil	10.99
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81774	General Fund	Police	(1) Name patch with velcro A. Barron	16.18
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(2) Waist in C. Vigil	21.98
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(1) BDU shirt long sleeve C. Vigil	64.90
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(1) BDU pants C. Vigil	86.55
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(1) Wool shirt long sleeve C. Vigil	97.37
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(2) Wool shirt short sleeve C. Vigil	173.09
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(1) Waterproof jacket C. Vigil	194.80
14742	PENINSULA UNIFORMS & EQUIPMENT	1/17/2013	81825	General Fund	Police	(2) Wool pants C. Vigil	238.04
14742 Total							936.25
14743	PG & E	1/17/2013	567883119101212	General Fund	Administration	91 Ashfield/Town Hall 11/21/12 - 12/21/12	404.00
14743	PG & E	1/17/2013	567883119101212	General Fund	Planning	Station Lane Planning 11/29/12 - 12/30/12	16.73
14743	PG & E	1/17/2013	567883119101212	General Fund	Building	Station Lane Bldg 11/29/12 - 12/30/12	100.37
14743	PG & E	1/17/2013	567883119101212	General Fund	DPW-Engineering	Station Lane DPW 11/29/12 - 12/30/12	50.18
14743	PG & E	1/17/2013	567883119101212	General Fund	DPW-Street Maint.	Signal Marsh/Middlefield 11/22/12 - 12/24/12	10.84
14743	PG & E	1/17/2013	567883119101212	General Fund	DPW-Street Maint.	Signal Middlefield/Oak Grove 11/22/12 - 12/24/12	41.10
14743	PG & E	1/17/2013	567883119101212	General Fund	DPW-Street Maint.	Signal E/S Middlefield 11/22/12 - 12/24/12	60.05
14743	PG & E	1/17/2013	567883119101212	General Fund	DPW-Street Maint.	Street lights 11/30/12 - 12/31/12	4,063.65
14743	PG & E	1/17/2013	567883119101212	General Fund	DPW-Park Maint.	Pump-150 Watkins 11/29/12 - 12/30/12	80.61
14743	PG & E	1/17/2013	567883119101212	General Fund	DPW-Park Program	Activity Bldg -150 Watkins 11/29/12 - 12/30/12	244.56
14743	PG & E	1/17/2013	567883119101212	General Fund	DPW-Park Program	Modular Bldg -150 Watkins 11/29/12 - 12/30/12	334.75
14743 Total							5,406.84

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14744	RECALL SECURE DESTRUCTION SERV	1/17/2013	2303045008	General Fund	Police	Shred documents service PD 11/30/12	41.45
14744	RECALL SECURE DESTRUCTION SERV	1/17/2013	2303045008	General Fund	Police	Shred documents service PD 12/14/12	41.45
14744 Total							82.90
14745	SAN MATEO CNTY FORENSIC LAB	1/17/2013	CL03502	General Fund	Police	(1) hrs RCFL cost allocation case# 954	45.43
14745	SAN MATEO CNTY FORENSIC LAB	1/17/2013	CL03502	General Fund	Police	(2) hrs Narcotic services case# 550	180.00
14745	SAN MATEO CNTY FORENSIC LAB	1/17/2013	CL03502	General Fund	Police	(2) hrs Phlebotomy services case# 715	260.00
14745 Total							485.43
14746	SAN MATEO CNTY INFO SERV DEPT	1/17/2013	1YAT11212	General Fund	Police	Microwave micro channel December 2012	152.00
14746	SAN MATEO CNTY INFO SERV DEPT	1/17/2013	1YAT11212	General Fund	Police	MessageSwitch lines December 2012	1,154.08
14746 Total							1,306.08
14747	SAN MATEO REGIONAL NETWORK INC	1/17/2013	20490	General Fund	Police	Network monthly access fee T-1 service January 2013	385.00
14747 Total							385.00
14748	SOUTH PENINSULA VETERINARY EMERGENCY CLINIC	1/17/2013	31946	General Fund	Police	Hospital visit/physical exam Rex Jan 2013 (Emergency visit - K-9)	380.16
14748 Total							380.16
14749	TEAM SHEEPER	1/17/2013	CR47-01-13 Dep	General Fund		Refund park dep per contract FY12/13	250.00
14749	TEAM SHEEPER	1/17/2013	CR47-01-13 Fee	General Fund		Refund paid fee -classes canceled Jan-Jun 2013	500.00
14749 Total							750.00
14750	TELECOMMUNICATIONS ENGINEERING	1/17/2013	42248	General Fund	Police	Facilities Mgmt & maint for public safety comm center	292.00
14750	TELECOMMUNICATIONS ENGINEERING	1/17/2013	42248	General Fund	Police	Facilities Mgmt & maint for public safety comm center	934.00
14750	TELECOMMUNICATIONS ENGINEERING	1/17/2013	42274	General Fund	Police	(1) Telephone handset w/push to mute switch PD	86.80
14750 Total							1,312.80
14751	TURBO DATA SYSTEMS INC	1/17/2013	19741	General Fund	Police	Citation processing Dec 2012	30.49
14751 Total							30.49
14752	US BANCORP EQUIPMENT FINANCE INC.	1/17/2013	219150554	General Fund	Police	Lease Sharp MXM283N copier PD 12/25/12 - 1/25/13	255.81
14752 Total							255.81
14753	VOYAGER FLEET SYSTEMS INC.	1/17/2013	869016477252	General Fund	Police	Motorcycle fuel December 2012	18.56
14753 Total							18.56

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14754	WEST COAST ARBORISTS, INC.	1/17/2013	84919	General Fund	DPW-Street Maint.	Tree services stump griding at Glenwood & El Camino Real	972.00
14754 Total							972.00
14755	WILLIAMS SCOTSMAN, INC	1/17/2013	96784774	General Fund	Police	Trailer rental PD 12/29/12 - 1/28/13	726.76
14755 Total							726.76
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9616a	General Fund	Police	Tracking class#1 Beginner D. Gemez 2/11/13 - 2/15/13	750.00
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9617	General Fund	Police	Tracking class#2 Advanced D. Gomez 2/18/13 - 2/22/13	750.00
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9533	General Fund	Police	Dog walking Karli November 2012	30.00
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9575	General Fund	Police	Dog bath Rex December 2012	45.00
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9533	General Fund	Police	Dog bath Rex November 2012	45.00
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9533	General Fund	Police	Dog bath Karli November 2012	45.00
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9575	General Fund	Police	Dog food December 2012	59.54
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9533	General Fund	Police	Dog boarding karli November 2012	100.00
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9533	General Fund	Police	Dog foods November 2012	238.15
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9575	General Fund	Police	K-9 Maintenance training December 2012	500.00
14756	WITMER-TYSON IMPORTS INC	1/17/2013	T9533	General Fund	Police	K-9 Maintenance training November 2012	500.00
14756 Total							3,062.69
14757	ACCONTEMPS	1/24/2013	37115671	General Fund	Finance	Temp Phonpradith, Noy 1/7/13 - 1/10/13	1,285.76
14757 Total							1,285.76
14758	AT&T CALNET 2	1/24/2013	000003987725	General Fund	Non-Dept	4866 Fax credit card post office 12/1/12 - 12/31/12	16.03
14758	AT&T CALNET 2	1/24/2013	000004008067	General Fund	Police	7653 Fax request service PD 12/10/12 - 1/9/13	14.77
14758	AT&T CALNET 2	1/24/2013	000004009597	General Fund	Police	1804 Dispatch fax PD 12/10/12 - 1/9/13	15.64
14758	AT&T CALNET 2	1/24/2013	000004007432	General Fund	Police	9297 Dinkelspiel alarm line PD 12/10/12 - 1/9/13	16.03
14758	AT&T CALNET 2	1/24/2013	000004008066	General Fund	Police	6452 Voice print-911 PD 12/10/12 - 1/9/13	16.03
14758	AT&T CALNET 2	1/24/2013	000004008069	General Fund	Police	3220 Fax Admin PD 12/10/12 - 1/9/13	16.07
14758	AT&T CALNET 2	1/24/2013	000004008070	General Fund	Police	9743 Direct connect fax line PD 12/10/12 - 1/9/13	16.49
14758	AT&T CALNET 2	1/24/2013	000004008065	General Fund	Police	6131 Emergency line PD 12/10/12 - 1/9/13	105.53
14758	AT&T CALNET 2	1/24/2013	000004008068	General Fund	Police	2801 Trailer PD 12/10/12 - 1/9/13	155.66
14758	AT&T CALNET 2	1/24/2013	000004008071	General Fund	Police	6500 Main line PD 12/10/12 - 1/9/13	558.15
14758 Total							930.40
14759	BAY AREA EMPLOYEE RELATIONS SERVICE	1/24/2013	Nov 2012	General Fund	Administration	2012 Total compensation survey for POA	369.20
14759 Total							369.20
14760	CA BUILDING STANDARDS COMMISSI	1/24/2013	Jan-Mar 2012	General Fund		California Building Standards Commission 1/1/12 - 3/31/12	797.00
14760	CA BUILDING STANDARDS COMMISSI	1/24/2013	Jul-Sept 2012	General Fund		California Building Standards Commission 7/1/12 - 9/30/12	1,159.00
14760	CA BUILDING STANDARDS COMMISSI	1/24/2013	Oct-Dec 2012	General Fund		California Building Standards Commission 10/1/12 - 12/31/12	1,602.00

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14760	CA BUILDING STANDARDS COMMISSI	1/24/2013	Apr-Jun 2012	General Fund		California Building Standards Commission 4/1/12 - 6/30/12	1,699.00
14760 Total							5,257.00
14761	CAPITAL ACCOUNTING PARTNERS, LLC.	1/24/2013	80273	General Fund	Non-Dept	Update master fee schedule, cost allocation plan Jan 2013	1,740.00
14761	CAPITAL ACCOUNTING PARTNERS, LLC.	1/24/2013	80265	General Fund	Non-Dept	Update master fee schedule, cost allocation plan Dec 2012	3,279.59
14761 Total							5,019.59
14762	CSG CONSULTANTS INC	1/24/2013	023530	General Fund	Building	Code enforcement services 12/1/12 - 12/28/12	2,884.00
14762 Total							2,884.00
14763	INTERWEST CONSULTING GROUP, INC	1/24/2013	13776	General Fund	Building	Inspection services for permits issued prior 8/22/11	1,080.00
14763	INTERWEST CONSULTING GROUP, INC	1/24/2013	13776	General Fund	Building	58% Total Revenue Bldg Dec 2012	54,678.64
14763	INTERWEST CONSULTING GROUP, INC	1/24/2013	13775	General Fund	DPW-Engineering	Interim Public Works Director December 2012	14,500.00
14763 Total							70,258.64
14764	J & N PRINTING	1/24/2013	10804	General Fund	City Council	(100) Business cards Mayor E. Lewis	28.21
14764	J & N PRINTING	1/24/2013	10804	General Fund	City Council	(100) Business cards Council B. Widmer	28.21
14764	J & N PRINTING	1/24/2013	10804	General Fund	City Council	(100) Business cards Council C. Wiest	28.21
14764 Total							84.63
14765	MAZE & ASSOCIATES	1/24/2013	4727	General Fund	Finance	Basic F/S & memo Internal Control report /GANN FY 2012	134.25
14765	MAZE & ASSOCIATES	1/24/2013	4727	General Fund	Finance	Basic Financial Statement & memo Internal Control Report FY 2012	983.75
14765	MAZE & ASSOCIATES	1/24/2013	4727	Measure A	DPW-Engineering	Measure A FY 2012	398.00
14765 Total							1,516.00
14766	MUNISERVICES LLC	1/24/2013	FreddyFloresTre	General Fund		Bus Lic. Freddy Flores Tree Care & Landscaping	50.00
14766	MUNISERVICES LLC	1/24/2013	ArtisticTreeSer	General Fund		Bus Lic. Artistic Tree Service	50.00
14766 Total							100.00
14767	PITNEY BOWES INC	1/24/2013	586852	General Fund	Non-Dept	DM series postage meter rental 2/16/13 - 5/15/13	260.40
14767 Total							260.40
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter tran fee 12/10/12	19.99
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter tran fee 12/12/12	19.99
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter tran fee 12/12/12	19.99
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter tran fee 12/12/12	19.99
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter tran fee 12/17/12	19.99
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter tran fee 12/18/12	19.99
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter 12/12/12	300.00
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter 12/12/12	500.00
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter 12/10/12	2,000.00
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter 12/12/12	2,000.00

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter 12/17/12	2,000.00
14768	PURCHASE POWER	1/24/2013	38852315/1212	General Fund	Non-Dept	Postage refill meter 12/18/12	2,000.00
14768 Total							8,919.94
14769	36 RALSTON LLC	1/31/2013	BP10-00781	General Fund		Refund recycling dep BP10-00781, 36 Ralston Rd	1,000.00
14769	36 RALSTON LLC	1/31/2013	BP10-00322	General Fund		Refund recycling dep BP10-00322, 36 Ralston Rd	1,902.00
14769 Total							2,902.00
14770	ACCOUNTEMPS	1/31/2013	37161201	General Fund	Finance	Temp Phonpradith, Noy 1/14/13 - 1/17/13	1,285.76
14770 Total							1,285.76
14771	AT&T CALNET 2	1/31/2013	000004011124	General Fund	DPW-Street Maint.	1470 PW Corp yard 12/11/12 - 1/10/13	23.13
14771	AT&T CALNET 2	1/31/2013	000004008449	General Fund	DPW-Park Program	2677 Park elevator 12/10/12 - 1/9/13	15.60
14771	AT&T CALNET 2	1/31/2013	000003984924	General Fund	DPW-Park Program	4859 HP Main house 12/1/12 - 12/31/12	65.70
14771 Total							104.43
14772	BAYSHORE PLUMBERS	1/31/2013	APW12-00173	General Fund		Refund road bond dep APW12-00173, 221 Atherton Ave	2,500.00
14772 Total							2,500.00
14773	BELL PLUMBING	1/31/2013	APW13-00005	General Fund		Refund road bond dep APW13-00005, 99 Edwards Ln	2,500.00
14773 Total							2,500.00
14774	BIGGS CARDOSA ASSOCIATE, INC	1/31/2013	61975	Special Tax	DPW-Engineering	Marsh road retaining wall -Phase1 Dec 2012	39,717.52
14774 Total							39,717.52
14775	BKF ENGINEERS	1/31/2013	13010429	General Fund	Building	Grading and drainage criteria update 11/19/12 - 12/23/12	1,004.83
14775 Total							1,004.83
14776	BORCHERS CHRISTINA	1/31/2013	BP12-00378	General Fund		Refund recycling dep BP12-00378, 166 Encinal Ave.	1,000.00
14776 Total							1,000.00
14777	CAL WATER SERVICE	1/31/2013	90069321/1212	General Fund	DPW-Street Maint.	Station Lane/Amtrak 12/6/12 - 1/7/13	13.28
14777 Total							13.28
14778	CHON YUNG LING	1/31/2013	BP12-00105	General Fund		Refund recycling dep BP12-00105, 88 Sutherland Dr	1,000.00
14778 Total							1,000.00
14779	CLARK PEST CONTROL	1/31/2013	13710857	Library Fund	Non-Dept	Pest control services Library Jan 2013	95.00
14779 Total							95.00
14780	COMCAST	1/31/2013	0122498/0113	General Fund	Non-Dept	High speed internet 01/21/13 - 2/20/13	209.90
14780 Total							209.90
14781	CONNERS WILLIAM B.	1/31/2013	Jan 2013	General Fund	City Attorney	City Attorney Retainer Jan 2013	12,800.00
14781 Total							12,800.00
14782	CUTWATER INVESTOR SERVICES CORP.	1/31/2013	17165A	General Fund	Finance	Investment advisory services December 2012	1,000.00
14782 Total							1,000.00

Town of Atherton							
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For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14783	DE LARGE FINANCIAL SERVICES,INC	1/31/2013	16724449	General Fund	Planning	Lease Sharp MXM453N copier Planning 1/15/13 - 2/14/13	50.62
14783	DE LARGE FINANCIAL SERVICES,INC	1/31/2013	16724449	General Fund	Building	Lease Sharp MXM453N copier Bldg 1/15/13 - 2/14/13	50.62
14783	DE LARGE FINANCIAL SERVICES,INC	1/31/2013	16724449	General Fund	DPW-Engineering	Lease Sharp MXM453N copier DPW Eng 1/15/13 - 2/14/13	50.61
14783 Total							151.85
14784	ERNST DEVELOPMENT	1/31/2013	BP11-00644	General Fund		Refund recycling dep BP11-00644, 65 Adam Way	2,865.00
14784 Total							2,865.00
14785	GALLO NIKOLAI	1/31/2013	BP09-00676	General Fund		Refund recycling dep BP09-00676, 63 Camino Por Los Arboles	1,000.00
14785 Total							1,000.00
14786	J & N PRINTING	1/31/2013	10750	General Fund	Planning	(250) Business cards A. Mardesich	28.21
14786	J & N PRINTING	1/31/2013	10750	General Fund	DPW-Engineering	(250) Business cards K. Robertson	28.21
14786	J & N PRINTING	1/31/2013	10750	General Fund	DPW-Engineering	(250) Business cards D. Huynh	28.21
14786 Total							84.63
14787	LIEBERT CASSIDY WHITMORE	1/31/2013	159562	General Fund	Administration	Professional service regarding disability claim Dec 2012	399.00
14787 Total							399.00
14788	M.B. TAAFFEE CO. INC.	1/31/2013	APW12-00154	General Fund		Refund road bond dep APW12-00154, 98 Placitas Ave.	2,500.00
14788 Total							2,500.00
14789	MACDONALD JACK	1/31/2013	BP10-00535	General Fund		Refund grading & drainage dep BP10-00535, 2 Wisteria Way	1,000.00
14789 Total							1,000.00
14790	MCE CORPORATION	1/31/2013	1212058	General Fund	DPW-Street Maint.	Contract maintenance services Street Dec 2012	20,969.07
14790	MCE CORPORATION	1/31/2013	1212058	General Fund	DPW-Park Maint.	Contract maintenance services Park Dec 2012	11,286.44
14790	MCE CORPORATION	1/31/2013	1212058	General Fund	DPW-Park Program	Contract maintenance services Park Program Dec 2012	2,823.26
14790	MCE CORPORATION	1/31/2013	1212058	General Fund	DPW-Building Maint.	Contract maintenance services Facilities Dec 2012	412.78
14790	MCE CORPORATION	1/31/2013	1212058	Tennis Fund	DPW-Park Program	Contract maintenance services Tennis court Dec 2012	223.58
14790	MCE CORPORATION	1/31/2013	1212058	Library Fund	Non-Dept	Contract maintenance services Library Dec 2012	792.50
14790 Total							36,507.63
14791	MOROSO CONSTRUCTION	1/31/2013	BP11-00429	General Fund		Refund 2nd utility dep BP11-00429, 39 Laburnum Rd	5,000.00
14791 Total							5,000.00
14792	MUSIC FOR FAMILIES, INC.	1/31/2013	CR47-01-2013	General Fund		Refund park deposit- classes ended	250.00
14792 Total							250.00
14793	NEAL MARTIN & ASSOCIATES	1/31/2013	1275	General Fund	Pass thru	Sacred Heart deposit Dec 2012	413.88
14793	NEAL MARTIN & ASSOCIATES	1/31/2013	1275	General Fund	Pass thru	Cartan Field deposit Dec 2012	1,684.63
14793	NEAL MARTIN & ASSOCIATES	1/31/2013	1276	General Fund	Planning	Housing planning services Dec 2012	413.88

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of January 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
14793	NEAL MARTIN & ASSOCIATES	1/31/2013	1275	General Fund	Planning	Contract planning services Dec 2012	12,528.77
14793 Total							15,041.16
14794	NORCAL CONSTRUCTION	1/31/2013	BP12-00190	General Fund		Refund recycling dep BP12-00190, 16 Adam Way	1,350.00
14794 Total							1,350.00
14795	OFFICE DEPOT	1/31/2013	637465092001	General Fund	Administration	(2) ea Copier paper Admin	85.20
14795	OFFICE DEPOT	1/31/2013	637465092001	General Fund	Planning	(1) ea Phone book Planning	5.52
14795	OFFICE DEPOT	1/31/2013	637465092001	General Fund	Planning	(1) dz Pen Planning	13.28
14795	OFFICE DEPOT	1/31/2013	637465092001	General Fund	Building	(1) ea 1-Hole punch Bldg	5.40
14795	OFFICE DEPOT	1/31/2013	637465092001	General Fund	DPW-Engineering	(1) ea Daily planner DPW Eng	23.14
14795	OFFICE DEPOT	1/31/2013	640463900001	General Fund	DPW-Engineering	(1) bx Battery DPW Eng	25.87
14795 Total							158.41
14796	PACIFIC PENINSULA GROUP	1/31/2013	BP10-00725	General Fund		Refund grading & drainage dep BP10-00725, 92 Faxon Rd	1,000.00
14796	PACIFIC PENINSULA GROUP	1/31/2013	APW12-00164	General Fund		Refund road bond dep APW12-00164, 230 Polhemus Ave	2,500.00
14796	PACIFIC PENINSULA GROUP	1/31/2013	APW12-00151	General Fund		Refund road bond dep APW12-00151, 267 Camino Al Lago	2,500.00
14796	PACIFIC PENINSULA GROUP	1/31/2013	APW12-00128	General Fund		Refund road bond dep APW12-00128, 8 Shearer	2,500.00
14796 Total							8,500.00
14797	PETE MOFFAT CONSTRUCTION	1/31/2013	BP12-00071	General Fund		Refund recycling dep BP12-00071, 60 Monte Vista Ave.	1,000.00
14797 Total							1,000.00
14798	PG & E	1/31/2013	745796933211212	General Fund	Police	83 Ashfield 11/21/12 - 12/21/12	1,575.25
14798 Total							1,575.25
14799	PLUTYNSKI MARK A.	1/31/2013	010-Jan 2013	General Fund	City Council	Videotaping Planning Commission Meetings 1/23/13	175.00
14799	PLUTYNSKI MARK A.	1/31/2013	010-Jan 2013	General Fund	City Council	Videotaping Council Meetings 1/16/13	350.00
14799 Total							525.00
14800	ROGERS TOOMI	1/31/2013	321	General Fund		Refund park dep Inv#321, 1/23/13	250.00
14800	ROGERS TOOMI	1/31/2013	321	General Fund		Refund add'l fee charge not used Inv#321, 1/23/13	25.00
14800 Total							275.00
14801	SAUL KELLIE TRUST	1/31/2013	BP11-00938	General Fund		Refund recycling dep BP11-00938, 14 Flood Circle	1,000.00
14801 Total							1,000.00
14802	WEST COAST ARBORISTS, INC.	1/31/2013	85269	General Fund	DPW-Street Maint.	Emergency response- clean up tree 153 Toyon/Middlefield Dec12	962.00
14802 Total							962.00
Grand Total							518,843.57



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: ROBERT BARRON III, FINANCE DIRECTOR

DATE: FEBRUARY 20, 2013

SUBJECT: FINANCIAL REPORT FOR JANUARY 31, 2013

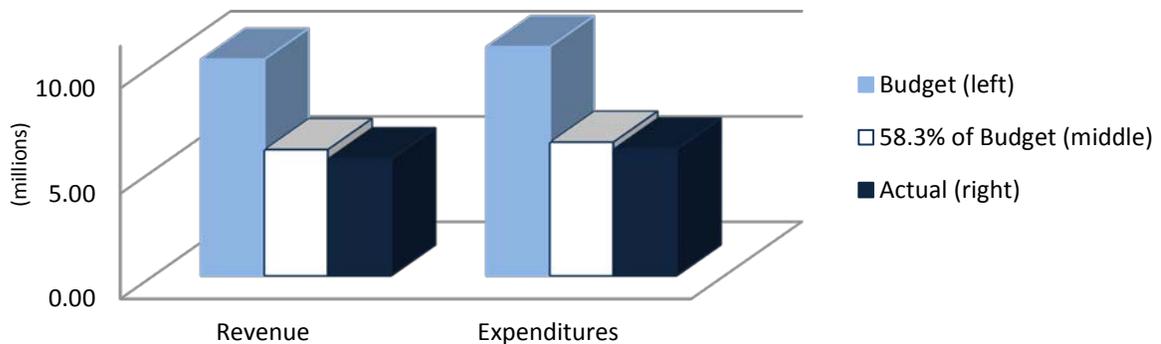
RECOMMENDATION

Receive the General Fund Financial Report for January 31, 2013

DISCUSSION

As the Town of Atherton approached the midway point of the year, the first installment of property tax revenues was received. At that time, we were able to get a realistic picture of our financial situation. This report is snap shot of our financials at the end of January 31st. Below is a chart to reflect the seven months of the fiscal year.

General Fund



General Fund Revenues

As of January 31, 2013 the General Fund has reported Revenues of \$5,549,738 and is 54% of the annual budgeted revenue of \$10,275,267 for FY 2013.

The majority of the General Fund Revenue comes from Property Taxes which comprises of 68% of our budgeted revenue. Secured property tax is 9.5% more than revenue received by the same time last year. Current secured tax received is \$2,675,995 and represents 53.1% to budget. Unsecured property tax is \$306,592 or 110.3% of its annual budget of \$278,000. As of the end of January 31st total property taxes received are \$3,582,645 compared to budget of \$7,016,000. The Town is still expecting to receive additional tax revenues in February, particularly the ERAF revenue. We begin to receive our property tax revenue in November with a majority of this revenue coming in two installments midway through the fiscal year (December-January) and towards the end of the fiscal year (May-June). Based on information from the County of San Mateo's and the estimated property tax projections received in December for the 2012-2013 fiscal year, the Town projects to have \$418,000 more in property tax revenue over budgeted estimates for year-end.

Sales and Use Tax revenue is budgeted at \$115,000. We have received \$64,061 and this represents 55.5% of our budgeted sales tax revenues.

Franchise Taxes to the Town of Atherton come from PG&E, Cal Water, Garbage, and Cable. Franchise fees collected year to date are \$190,524 or 24.6% of budgeted fees of \$774,500. The Town has not yet received the Franchise fees for PG&E and Cal Water. They are due to be received in March and April respectively.

Business license renewals are sent out in June each year and therefore the majority of the revenue is received in August and September with ongoing business fees being processed throughout the year. This year receipts to date are about 6.6% more than last year. Current year business license revenue is \$134,448 or 84% of budget.

Overall building development related fees are \$701,733, or 51.8% of annual budget of \$1,354,800. Zoning and Planning fees are \$134,448 and at 84% of budget.

General Fund Expenditures

The General Fund reported expenditures ending January 31st are \$6,007,077 which is 52.2% of the annual expenditure budget for FY 2013. Our General Fund Expenditures are down 2.4% from this time last year. The Town departments are within the target budgets of 58.3% as of January 31st. As we enter our midyear budget process, Finance Staff and City Manager's office will meet with departments to project remaining expenditures for continued support of Town operation and services throughout the community. We will also explore areas of increased expenditure needs if any for all departments.

As of January 31st the Town Net Change in fund balance is \$149,997. As previously mentioned the Town is expecting additional revenue from the County of San Mateo from the first installment of tax revenues.

General Fund Financial Report

FISCAL IMPACT

There is no fiscal impact associated with accepting this report.

Prepared by:

Approved by:

Robert Barron III, Finance Director

George Rodericks, City Manager

Attachment: Financial Report

Town of Atherton														
General Fund														
Financial Report for the Seventh Months Ended January 31, 2013														
(Excl. Encumbrances)														
Dept	Description	Budget Adopted 2013	Revised Budget FY12/13	7/12 of Budget	Actual July 12 to Jan 13	Accrual	Adjusted Actual July 12 to Jan 13	Variance of 7/12 of Budget	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 11 to Jan 12	Incr/(decr) over PY	% Change
				58.3%										
			(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	Revenues													
	Secured	5,038,000	5,038,000	2,938,833	2,675,995		2,675,995	262,838	91.1%	2,362,005	53.1%	2,444,767	231,228	9.5%
	Unsecured	278,000	278,000	162,167	306,592		306,592	(144,425)	189.1%	(28,592)	110.3%	273,019	33,573	12.3%
	SB813 Redemption (Supplemental)	70,000	70,000	40,833	22,043		22,043	18,791	54.0%	47,957	31.5%	31,041	(8,998)	-29.0%
	Property Tax In Lieu of VLF	680,000	680,000	396,667	372,937		372,937	23,730	94.0%	307,063	54.8%	342,059	30,878	9.0%
	ERAF Subvention	695,000	695,000	405,417	-		-	405,417	0.0%	695,000	0.0%	718,479	(718,479)	-100.0%
	Document TRSF Tax	255,000	255,000	148,750	205,078		205,078	(56,328)	137.9%	49,922	80.4%	174,976	30,103	17.2%
	Total Property Taxes	7,016,000	7,016,000	4,092,667	3,582,645	-	3,582,645	510,022	87.5%	3,433,355	51.1%	3,984,341	(401,696)	-10.1%
	Local Sales & Use Tax	115,500	115,500	67,375	64,061		64,061	3,314	95.1%	51,439	55.5%	99,087	(35,026)	-35.3%
	Public Safety Sales Tax (Prop 172)	26,500	26,500	15,458	37,257		37,257	(21,799)	241.0%	(10,757)	140.6%	34,060	3,197	9.4%
	In Lieu Sales Tax/Triple Flip	62,400	62,400	36,400	36,893		36,893	(493)	101.4%	25,507	59.1%	24,560	12,333	50.2%
	Total Sales Taxes	204,400	204,400	119,233	138,211	-	138,211	(18,977)	115.9%	66,189	67.6%	157,707	(19,496)	-12.4%
	Franchise Taxes-PG&E	230,000	230,000	134,167	-		-	134,167	0.0%	230,000	0.0%	1,924	(1,924)	-100.0%
	Franchise Tax-Cal Water	104,500	104,500	60,958	-		-	60,958	0.0%	104,500	0.0%	-	-	-
	Franchise Tax-Garbage	330,000	330,000	192,500	162,377		162,377	30,123	84.4%	167,623	49.2%	126,499	35,878	28.4%
	Franchise Taxes-Cable	110,000	110,000	64,167	28,147		28,147	36,019	43.9%	81,853	25.6%	26,439	1,709	6.5%
	Total Franchise Fees	774,500	774,500	451,792	190,524	-	190,524	261,267	42.2%	583,976	24.6%	154,862	35,663	23.0%
	Home Owners Exemption	34,000	34,000	19,833	17,908		17,908	1,925	90.3%	16,092	52.7%	17,138	771	4.5%
	Motor Veh. Lic Fees (MVLFF)	-	-	-	3,872		3,872	(3,872)		(3,872)		3,737	135	3.6%
	SB 90 reimbursement	-	-	-	1,083		1,083	(1,083)		(1,083)		1,002	81	8.1%
	Total Intergovernmental	34,000	34,000	19,833	22,864	-	22,864	(3,030)	115.3%	11,136	67.2%	21,877	987	4.5%
	Business Licenses	160,000	160,000	93,333	134,448		134,448	(41,114)	144.1%	25,552	84.0%	126,088	8,360	6.6%
	Total Business License Tax	160,000	160,000	93,333	134,448	-	134,448	(41,114)	144.1%	25,552	84.0%	126,088	8,360	6.6%
	Home Occupation	800	800	467	-		-	467	0.0%	800	0.0%	300	(300)	-100.0%
	Zoning & Planning Fees	153,000	153,000	89,250	99,744		99,744	(10,494)	111.8%	53,256	65.2%	72,844	26,900	36.9%
	Total Planning Revenue	153,800	153,800	89,717	99,744	-	99,744	(10,027)	111.2%	54,056	64.9%	73,144	26,600	36.4%
	Building Permit	903,900	903,900	527,275	458,467		458,467	68,808	87.0%	445,433	50.7%	630,225	(171,758)	-27.3%
	Grading & Drain Permit	60,000	60,000	35,000	38,836		38,836	(3,836)	111.0%	21,164	64.7%	36,176	2,660	7.4%
	Photocopy Fee	1,000	1,000	583	1,016		1,016	(432)	174.1%	(16)	101.6%	2,352	(1,336)	-56.8%
	Plan Check Fee Building	374,900	374,900	218,692	184,954		184,954	33,738	84.6%	189,946	49.3%	222,180	(37,226)	-16.8%
	Tree Removal Plan Check	15,000	15,000	8,750	18,461		18,461	(9,711)	211.0%	(3,461)	123.1%	12,244	6,217	50.8%
	Total Building Revenue	1,354,800	1,354,800	790,300	701,733	-	701,733	88,567	88.8%	653,067	51.8%	903,178	(201,444)	-22.3%
	Muni/Vehicle Code Fines (Parking)	15,000	15,000	8,750	7,967		7,967	783	91.1%	7,033	53.1%	5,953	2,014	33.8%
	Other Fines & Forfeit (County)	40,000	40,000	23,333	22,088		22,088	1,245	94.7%	17,912	55.2%	27,525	(5,437)	-19.8%
	POST Reimbursement	7,500	7,500	4,375	9,848		9,848	(5,473)	225.1%	(2,348)	131.3%	13,422	(3,574)	-26.6%
	DOJ Grant (vest)	-	-	-	-		-	-		-		-	-	-
	DUI Grant	6,000	6,000	3,500	1,309		1,309	2,191	37.4%	4,691	21.8%	1,257	52	4.2%
	ABAG Grant	7,000	7,000	4,083	7,891		7,891	(3,808)	193.3%	(891)	112.7%	9,206	(1,315)	-14.3%
	Alarm Sign Fees	600	600	350	350		350	-	100.0%	250	58.3%	240	110	45.8%
	Vehicle Release	2,500	2,500	1,458	4,119		4,119	(2,661)	282.4%	(1,619)	164.8%	1,630	2,489	152.7%
	Police Report	1,000	1,000	583	39		39	544	6.8%	961	3.9%	120	(80)	-67.1%
	Fingerprinting Fee	325	325	190	62		62	128	32.7%	263	19.1%	424	(362)	-85.4%
	Affidavit of Cost	300	300	175	-		-	175	0.0%	300	0.0%	-	-	-
	Special Service Fee	3,000	3,000	1,750	1,349		1,349	401	77.1%	1,651	45.0%	1,689	(339)	-20.1%
	Solicitor's Fee	100	100	58	88		88	(30)	150.9%	12	88.0%	141	(53)	-37.6%
	Donations/Contributions	-	-	-	-		-	-		-		100	(100)	-100.0%
	Total Police Revenue	83,325	83,325	48,606	55,111	-	55,111	(6,505)	113.4%	28,214	66.1%	61,707	(6,596)	-10.7%
	C/CAG AB 1546	12,535	12,535	7,312	6,702		6,702	611	91.7%	5,833	53.5%	11,942	(5,240)	-43.9%
	ABAG Grant	5,000	5,000	2,917	12,400		12,400	(9,483)	425.1%	(7,400)	248.0%	3,299	9,101	275.9%
	Grants	-	-	-	-		-	-		-		-	-	-
	Highway Maint Reimbursement	35,700	35,700	20,825	-		-	20,825	0.0%	35,700	0.0%	-	-	-
	Encroachment Permit	168,000	168,000	98,000	86,505		86,505	11,496	88.3%	81,496	51.5%	94,177	(7,673)	-8.1%
	Photocopy Fee	25	25	15	83		83	(68)	569.1%	(58)	332.0%	42	41	99.3%

Town of Atherton														
General Fund														
Financial Report for the Seventh Months Ended January 31, 2013														
(Excl. Encumbrances)														
Dept	Description	Budget Adopted 2013	Revised Budget FY12/13	7/12 of Budget	Actual July 12 to Jan 13	Accrual	Adjusted Actual July 12 to Jan 13	Variance of 7/12 of Budget	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 11 to Jan 12	Incr/(decr) over PY	% Change
			(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	Total DPW Revenue	221,260	221,260	129,068	105,689	-	105,689	23,379	81.9%	115,571	47.8%	109,459	(3,770)	-3.4%
	Social Fees	35,000	35,000	20,417	13,675		13,675	6,742	67.0%	21,325	39.1%	21,450	(7,775)	-36.2%
	Meeting Fees	30,000	30,000	17,500	16,900		16,900	600	96.6%	13,100	56.3%	13,175	3,725	28.3%
	Misc. Park Use Fee	1,000	1,000	583	2,400		2,400	(1,817)	411.4%	(1,400)	240.0%	1,400	1,000	71.4%
	Class Fees	10,000	10,000	5,833	12,050		12,050	(6,217)	206.6%	(2,050)	120.5%	14,675	(2,625)	-17.9%
	Weddings	-	-	-	-		-	-	-	-	-	27,750	(27,750)	-100.0%
	Total Park Program Revenue	76,000	76,000	44,333	45,025	-	45,025	(692)	101.6%	30,975	59.2%	78,450	(33,425)	-42.6%
	Other Licenses & Permit	400	400	233	445		445	(212)	190.7%	(45)	111.3%	1,227	(782)	-63.7%
	Other Reimbursements	-	-	-	14,045		14,045	(14,045)	-	(14,045)	-	3,462	10,583	305.7%
	Document/research Fee	-	-	-	18		18	(18)	-	(18)	-	23	(5)	-22.6%
	Interest Income	65,000	65,000	37,917	31,791		31,791	6,126	83.8%	33,209	48.9%	25,412	6,378	25.1%
	Cellular Antenna Lease	41,682	41,682	24,315	25,311		25,311	(996)	104.1%	16,371	60.7%	24,105	1,205	5.0%
	Property Rental-Playschool	77,600	77,600	45,267	45,569		45,569	(302)	100.7%	32,031	58.7%	45,569	-	0.0%
	Sale of Property	-	-	-	33		33	(33)	-	(33)	-	3,497	(3,463)	-99.1%
	Post Office	7,500	7,500	4,375	4,800		4,800	(425)	109.7%	2,700	64.0%	4,061	739	18.2%
	Donations/Contributions	-	-	-	-		-	-	-	-	-	-	-	-
	Miscellaneous Income	5,000	5,000	2,917	1,734		1,734	1,183	59.4%	3,266	34.7%	2,825	(1,091)	-38.6%
	Escheated unclaimed property	-	-	-	-		-	-	-	-	-	3,641	(3,641)	-100.0%
	Mitigation Fees	-	-	-	350,000		350,000	(350,000)	-	(350,000)	-	-	350,000	-
	Total Misc. Revenue	197,182	197,182	115,023	473,745	-	473,745	(358,722)	411.9%	(276,563)	240.3%	113,822	359,923	316.2%
	Total Revenues	10,275,267	10,275,267	5,993,906	5,549,738	-	5,549,738	444,168	92.6%	4,725,529	54.0%	5,784,633	(234,895)	-4.1%
	EXPENDITURES													
City Council	Utilities-Water	1,350	1,350	788	1,855		1,855	(1,068)	235.6%	(505)	137.4%	1,436	419	29.2%
	Advertising/Noticing	3,650	3,650	2,129	1,966		1,966	164	92.3%	1,685	53.8%	-	1,966	100.0%
	Business Meetings & Meals	1,200	1,200	700	185		185	515	26.5%	1,015	15.4%	118	67	56.5%
	Conferences	5,000	5,000	2,917	1,749		1,749	1,167	60.0%	3,251	35.0%	300	1,449	483.2%
	Training & Workshops	1,000	1,000	583	322		322	261	55.2%	678	32.2%	-	322	100.0%
	Membership/Dues	7,230	7,230	4,218	6,978	1,100	8,078	(3,861)	191.5%	(848)	111.7%	7,095	983	13.9%
	Mileage Reimbursement	500	500	292	-		-	292	0.0%	500	0.0%	-	-	-
	Environmental Programs (EPC)	5,000	5,000	2,917	-		-	2,917	0.0%	5,000	0.0%	-	-	-
	Commission & Committee	1,000	1,000	583	-		-	583	0.0%	1,000	0.0%	-	-	-
	Other Contract Services	24,000	24,000	14,000	4,935		4,935	9,065	35.3%	19,065	20.6%	-	4,935	100.0%
	Office Supplies	1,200	1,200	700	1,111	36	1,147	(447)	163.8%	53	95.6%	275	872	317.0%
	Computer Equipment/Software	-	-	-	5		5	(5)	0.0%	(5)	-	-	5	-
	Office Equip & Furniture	8,400	8,400	4,900	1,876		1,876	3,024	38.3%	6,524	22.3%	570	1,306	229.1%
	City Council Totals:	59,530	59,530	34,726	20,982	1,136	22,118	12,608	63.7%	37,412	37.2%	9,794	12,324	125.8%
Administration (CM,CC,HR)	Salaries & Benefits	535,932	535,932	312,627	263,023	12,270	275,293	37,334	88.1%	260,639	51.4%	138,437	136,856	98.9%
	Professional Services	65,000	65,000	37,917	6,209		6,209	31,708	16.4%	58,791	9.6%	105,747	(99,538)	-94.1%
	General Operations	160,083	160,083	93,382	36,960	625	37,585	55,797	40.2%	122,498	23.5%	15,688	21,897	139.6%
	Supplies & Materials	7,200	7,200	4,200	1,951	271	2,223	1,977	52.9%	4,977	30.9%	1,967	256	13.0%
	Capital Outlay	4,000	4,000	2,333	-		-	2,333	0.0%	4,000	0.0%	162	(162)	-100.0%
	Administration Totals:	772,215	772,215	450,459	308,143	13,167	321,310	129,149	71.3%	450,906	41.6%	262,001	59,308	22.6%
City Attorney	Professional Services	204,100	204,100	119,058	119,289		119,289	(231)	100.2%	84,811	58.4%	70,729	48,560	68.7%
	General Operations	-	-	-	-		-	-	0.0%	-	-	-	-	-
	Supplies & Materials	-	-	-	-		-	-	0.0%	-	-	-	-	-
	City Attorney Totals:	204,100	204,100	119,058	119,289	-	119,289	(231)	100.2%	84,811	58.4%	70,729	48,560	68.7%
Finance	Salaries & Benefits	475,153	475,153	277,173	165,792	7,874	173,666	103,506	62.7%	301,487	36.5%	235,333	(61,666)	-26.2%

Town of Atherton														
General Fund														
Financial Report for the Seventh Months Ended January 31, 2013														
(Excl. Encumbrances)														
Dept	Description	Budget Adopted 2013	Revised Budget FY12/13	7/12 of Budget	Actual July 12 to Jan 13	Accrual	Adjusted Actual July 12 to Jan 13	Variance of 7/12 of Budget	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 11 to Jan 12	Incr/(decr) over PY	% Change
			(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
				58.3%										
	Professional Services	107,776	107,776	62,869	62,570		62,570	299	99.5%	45,206	58.1%	40,049	22,521	56.2%
	General Operations	95,854	95,854	55,915	71,211	964	72,175	(16,260)	129.1%	23,679	75.3%	87,803	(15,628)	-17.8%
	Supplies & Materials	3,000	3,000	1,750	800		800	950	45.7%	2,200	26.7%	855	(55)	-6.4%
	Capital Outlay	2,000	2,000	1,167	-		-	1,167	0.0%	2,000	0.0%	-	-	-
	Finance Totals:	683,783	683,783	398,874	300,373	8,838	309,212	89,662	77.5%	374,572	45.2%	364,039	(54,828)	-15.1%
Planning	Contract Planner	200,000	200,000	116,667	97,421	16,231	113,652	3,015	97.4%	86,348	56.8%	59,080	54,572	92.4%
	Contract Arborist Service	30,000	30,000	17,500	13,196	2,156	15,353	2,147	87.7%	14,648	51.2%	11,161	4,192	100.0%
	General Operations	3,400	3,400	1,983	733	89	822	1,161	41.5%	2,578	24.2%	803	19	2.3%
	Supplies & Materials	2,200	2,200	1,283	436		436	848	34.0%	1,764	19.8%	652	(217)	-33.2%
	Planning Totals:	235,600	235,600	137,433	111,786	18,476	130,262	7,171	94.8%	105,338	55.3%	71,696	58,566	81.7%
Building	Salaries & Benefits	153,971	153,971	89,816	99,946	2,485	102,431	(12,615)	114.0%	51,539	66.5%	233,765	(131,334)	-56.2%
	Professional Services	131,285	131,285	76,583	130,101	5,150	135,251	(58,668)	176.6%	(3,966)	103.0%	153,902	(18,651)	-12.1%
	Contract Arborist Service	100,000	100,000	58,333	44,179	7,219	51,398	6,936	88.1%	48,603	51.4%	31,765	19,633	100.0%
	Contract Building & Life Safety Svs	760,300	760,300	443,508	363,236	41,142	404,378	39,130	91.2%	355,922	53.2%	353,523	50,855	100.0%
	General Operations	13,161	13,161	7,677	8,730		8,730	(1,052)	113.7%	4,431	66.3%	8,565	165	1.9%
	Supplies & Materials	2,500	2,500	1,458	2,442	48	2,490	(1,032)	170.7%	10	99.6%	1,941	549	28.3%
	Capital Outlay	1,500	1,500	875	364		364	511	41.6%	1,136	24.2%	325	39	12.0%
	Transfer to Bldg Const. Facility Fund	80,000	80,000	46,667	46,667		46,667	(0)	100.0%	33,333	58.3%	89,458	(42,791)	-47.8%
	Building Totals:	1,242,717	1,242,717	724,918	695,664	56,043	751,708	(26,790)	103.7%	491,009	60.5%	873,242	(121,534)	-13.9%
Non Dept.	Salaries & Benefits	2,000	2,000	1,167	989		989	178	84.8%	1,011	49.5%	1,325	(336)	-25.4%
	Professional Services	50,000	50,000	29,167	8,678		8,678	20,489	29.8%	41,322	17.4%	41,664	(32,986)	-79.2%
	General Operations	580,725	580,725	338,756	447,654		447,654	(108,897)	132.1%	133,071	77.1%	411,441	36,213	8.8%
	Supplies & Materials	35,442	35,442	20,675	22,972	175	23,146	(2,472)	112.0%	12,296	65.3%	9,639	13,508	140.1%
	Capital Outlay	97,700	97,700	56,992	-		-	56,992	0.0%	97,700	0.0%	-	-	-
	Non-Dept. Totals:	765,867	765,867	446,756	480,292	175	480,467	(33,711)	107.5%	285,400	62.7%	464,069	16,398	3.5%
Police	Salaries & Benefits	4,918,378	4,918,378	2,869,054	2,764,644	87,601	2,852,245	16,809	99.4%	2,066,133	58.0%	2,705,384	146,861	5.4%
	Professional Services	59,027	59,027	34,432	48,839		48,839	(14,407)	141.8%	10,187	82.7%	140,186	(91,346)	-65.2%
	General Operations	347,657	347,657	202,800	226,520	6,783	233,303	(30,503)	115.0%	114,354	67.1%	233,784	(482)	-0.2%
	Supplies & Materials	126,000	126,000	73,500	46,193	2,374	48,567	24,933	66.1%	77,433	38.5%	68,951	(20,384)	-29.6%
	Capital Outlay	12,000	12,000	7,000	2,200		2,200	4,801	31.4%	9,801	18.3%	34,799	(32,600)	-93.7%
	Cops Grant	-	-	-	-		-	-	0.0%	-	-	-	-	-
	Settlement Expense	-	-	-	-		-	-	-	-	-	-	-	-
	Police Totals:	5,463,061	5,463,061	3,186,786	3,088,395	96,758	3,185,153	1,633	99.9%	2,277,908	58.3%	3,183,104	2,049	0.1%
Public Works & Parks	Salaries & Benefits	345,623	345,623	201,613	194,450	7,748	202,198	(585)	100.3%	143,425	58.5%	494,305	(292,107)	-59.1%
	Professional Services	238,600	238,600	139,183	95,325	-	95,325	43,858	68.5%	143,275	40.0%	112,775	(17,450)	-15.5%
	Contract DPW Maintenance Svs	450,340	450,340	262,698	221,764	-	221,764	40,935	84.4%	228,576	49.2%	107,311	114,453	100.0%
	General Operations	338,870	338,870	197,674	125,809	699	126,508	71,167	64.0%	212,362	37.3%	127,211	(704)	-0.6%
	Supplies & Materials	21,500	21,500	12,542	5,760	379	6,139	6,402	49.0%	15,361	28.6%	12,168	(6,028)	-49.5%
	Capital Outlay	54,000	54,000	31,500	35,625	-	35,625	(4,125)	113.1%	18,375	66.0%	-	35,625	-
	Public Works Totals:	1,448,933	1,448,933	845,211	678,733	8,826	687,559	157,652	81.3%	761,374	47.5%	853,769	(166,211)	-19.5%
	Total Expenditures	10,875,807	10,875,807	6,344,221	5,803,659	203,418	6,007,077	337,144	94.7%	4,868,730	55.2%	6,152,445	(145,368)	-2.4%
Excess (Deficiency) of Revenues over Expenditures		(600,540)	(600,540)	(350,315)	(253,921)	(203,418)	(457,339)	107,024	130.6%	(143,201)	76.2%	(367,812)	(89,527)	24.3%
	Other Financing Sources/(uses)													
	Transfer from Special Parcel Tax Fund	1,116,000	1,116,000	651,000	651,000	-	651,000	-	100.0%	465,000	58.3%	651,000	-	0.0%
	Transfers from Facil Constr (406)	(4,853)	(4,853)	(2,831)	(2,831)	-	(2,831)	-	100.0%	(2,022)	58.3%	-	(2,831)	-
	Transfer to Road Impact Fee Fund	(70,000)	(70,000)	(40,833)	(40,833)	-	(40,833)	-	100.0%	(29,167)	58.3%	-	(40,833)	-
	Total Transfer In(Out)	1,041,147	1,041,147	607,336	607,336	-	607,336	-	100.0%	433,811	58.3%	651,000	(43,664)	-6.7%

Town of Atherton															
General Fund															
Financial Report for the Seventh Months Ended January 31, 2013															
(Excl. Encumbrances)															
Dept	Description	Budget Adopted 2013	Revised Budget FY12/13	7/12 of Budget	Actual July 12 to Jan 13	Accrual	Adjusted Actual July 12 to Jan 13	Variance of 7/12 of Budget	% of 7/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 11 to Jan 12	Incr/(decr) over PY	% Change	
			(a)	58.3%	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	Net Change in Fund Balance	440,607	440,607	257,021	353,415	(203,418)	149,997	107,024	58.4%	290,610	34.0%	283,188	(133,191)	-47.0%	
	Beg. Fund Balance - general fund	5,567,917	5,567,917		346,340		5,567,917					5,279,505			
	Beg. Fund Balance - Bldg Dept. OP Reserve	636,233	636,233				636,233					939,694			
	Proj. Ending Fund Balance	6,644,757	6,644,757				6,354,147					6,502,387			



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: ROBERT BARRON III, FINANCE DIRECTOR

DATE: FEBRUARY 20, 2013

**SUBJECT: ACCEPTANCE OF TREASURER'S REPORT FOR THE FIRST
QUARTER ENDED DECEMBER 31, 2012**

RECOMMENDATION

Accept the Treasurer's Report for the First Quarter Ended December 31, 2012.

DISCUSSION

The Town's Statement of Investment Policy requires the City Manager or designee to submit quarterly and annual Treasurer's Report to the City Council. The Treasurer's Report provides an update on the cash and investment position of the Town of Atherton.

Cutwater Asset Management (formerly MBIA) provides non-discretionary investment advisory services to the Town for investments. The City Manager and Finance Director are working in conjunction with Cutwater to ensure cash and investments adhere to our goals of safety, liquidity, and yield.

To facilitate the trading and safekeeping of securities, Wells Fargo Bank serves as the safekeeping agent for the Town.

As part of the Treasurer's Report, a detail cash and investment balance by Fund is also attached. It is important to note that even though \$11,897,991 is listed as "non-restricted" fund, this amount is not all available for spending. "Non-restricted" is to mean not legally restricted but the Town does have obligations and unfunded liabilities that must or may be met with the non-restricted fund.

FISCAL IMPACT

None.

Prepared by:

Approved by:

Robert Barron III, Finance Director

George Rodericks, City Manager

Attachment: Treasurer's Report for Fourth Quarter Ended December 31, 2012

**Town of Atherton
 Quarterly Treasurer's Report
 Portfolio Summary
 December 31, 2012**

	Par Value	Market Value	Book Value	% of Portfolio
Cash In Bank (Schedule A)	2,072,193	2,072,193	2,072,193	8.9%
Investments (Schedule B)	<u>21,066,003</u>	<u>21,153,970</u>	<u>21,159,959</u>	91.1%
Total Cash and Investments	<u><u>23,138,196</u></u>	<u><u>23,226,164</u></u>	<u><u>23,232,153</u></u>	100%

The above investments are consistent with the Town's Statement of Investment Policy and are allowable under current legislation of the State of California. Investments are selected using safety, liquidity, and yield as the criteria. The Town has sufficient cash flow to cover anticipated expenditures through the next six months.



 Robert Barron, Finance Director

 1/17/2013

Date

**Town of Atherton
Quarterly Treasurer's Report
Portfolio Details - Cash In Bank
December 31, 2012**

Schedule A

<u>Name of Depository</u>	<u>Investment Type</u>	<u>Reconciled Bank Balance</u>
Wells Fargo	General Account	477,752
Wells Fargo	Wells Fargo Trust MMF-Cash	<u>1,594,442</u>
Total		<u><u>2,072,193</u></u>



Cutwater Asset Management
1900 Sixteenth Street, Suite 200
Denver, CO 80202
Tel: 303 860 1100
Fax: 303 860 0016

TOWN OF ATHERTON

Schedule B Treasury Report

Report for the period December 1, 2012 - December 31, 2012

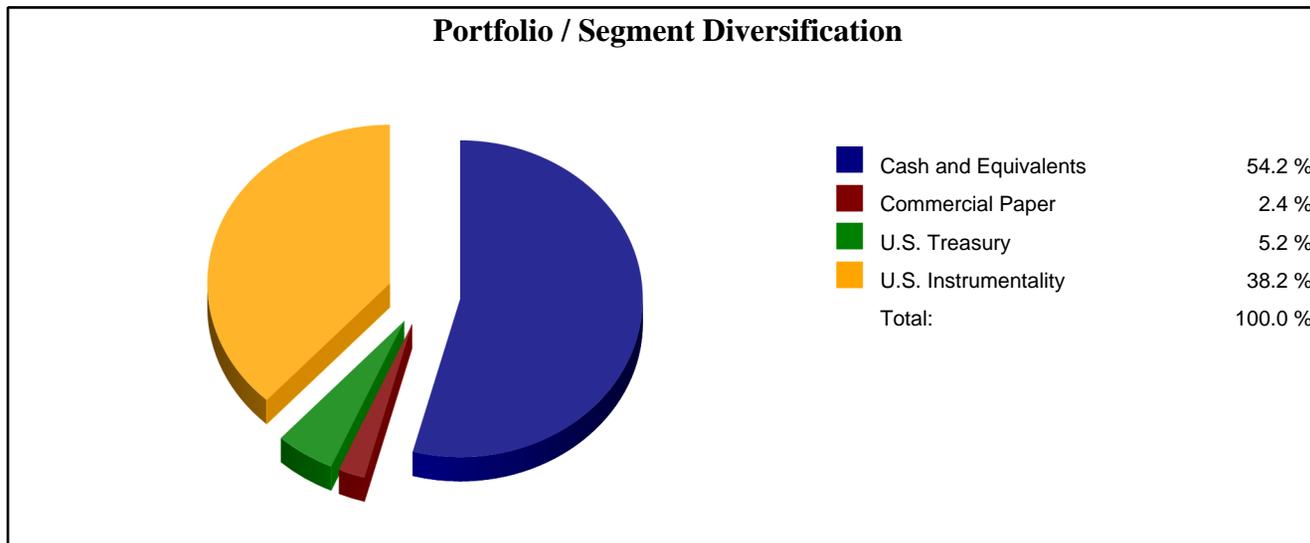
Please contact Accounting by calling the number above or email camreports@cutwater.com with questions concerning this report.

(This report was prepared on January 4, 2013)

**Town of Atherton
Recap of Securities Held
December 31, 2012**

	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Final Maturity (Days)	Weighted Average Effective Maturity (Days)	% Portfolio/Segment	Weighted Average Yield *	Weighted Average Market Duration (Years)
Cash and Equivalents	11,466,002.72	11,466,002.72	11,466,002.72	0.00	1	1	54.19	0.32	0.00
Commercial Paper	498,918.75	499,250.00	499,408.50	158.50	121	121	2.36	0.46	0.00
U.S. Treasury	1,110,570.32	1,108,211.54	1,119,070.50	10,858.96	700	700	5.25	0.72	1.87
U.S. Instrumentality	8,084,467.40	8,056,361.37	8,069,488.50	13,127.13	1,195	604	38.21	0.62	1.61
Total	21,159,959.19	21,129,825.63	21,153,970.22	24,144.59	497	271	100.00	0.46	0.71

* Weighted Average Yield is calculated on a "yield to worst" basis.



**Town of Atherton
Activity and Performance Summary
for the period December 1, 2012 - December 31, 2012**

Amortized Cost Basis Activity Summary

Beginning Amortized Cost Value		19,133,719.46
Additions		
Contributions	1,987,312.50	
Interest Received	13,687.50	
Accrued Interest Sold	0.00	
Gain on Sales	0.00	
Total Additions		2,001,000.00
Deductions		
Withdrawals	0.00	
Fees Paid	1,000.00	
Accrued Interest Purchased	0.00	
Loss on Sales	0.00	
Total Deductions		(1,000.00)
Accretion (Amortization) for the Period		(3,893.83)
Ending Amortized Cost Value		21,129,825.63
Ending Fair Value		21,153,970.22
Unrealized Gain (Loss)		24,144.59

Detail of Amortized Cost Basis Return

	Interest Earned	Accretion (Amortization)	Realized Gain (Loss)	Total Income
Current Holdings				
Cash and Equivalents	1,801.93	0.00	0.00	1,801.93
Commercial Paper	0.00	193.75	0.00	193.75
U.S. Treasury	821.44	(148.48)	0.00	672.96
U.S. Instrumentality	8,031.26	(3,935.78)	0.00	4,095.48
Sales and Maturities				
U.S. Treasury	254.76	(3.32)	0.00	251.44
Total	10,909.39	(3,893.83)	0.00	7,015.56

Annualized Comparative Rates of Return

	Twelve Month Trailing	Six Month Trailing	For the Month
Fed Funds	0.14 %	0.15 %	0.17 %
Overnight Repo	0.17 %	0.21 %	0.22 %
3 Month T-Bill	0.07 %	0.08 %	0.06 %
6 Month T-Bill	0.11 %	0.13 %	0.12 %
1 Year T-Note	0.17 %	0.18 %	0.15 %
2 Year T-Note	0.28 %	0.26 %	0.26 %
5 Year T-Note	0.76 %	0.68 %	0.70 %

Summary of Amortized Cost Basis Return for the Period

	Total Portfolio	Excl. Cash Eq.
Interest Earned	10,909.39	9,107.46
Accretion (Amortization)	(3,893.83)	(3,893.83)
Realized Gain (Loss) on Sales	<u>0.00</u>	<u>0.00</u>
Total Income on Portfolio	7,015.56	5,213.63
Average Daily Historical Cost	20,114,946.66	10,181,202.01
Annualized Return	0.41%	0.60%
Annualized Return Net of Fees	0.35%	0.49%
Annualized Return Year to Date Net of Fees	0.45%	0.54%
Weighted Average Effective Maturity in Days	271	590

**Town of Atherton
Activity and Performance Summary
for the period December 1, 2012 - December 31, 2012**

Fair Value Basis Activity Summary

Beginning Fair Value		19,163,055.32
Additions		
Contributions	1,987,312.50	
Interest Received	13,687.50	
Accrued Interest Sold	0.00	
Total Additions		2,001,000.00
Deductions		
Withdrawals	0.00	
Fees Paid	1,000.00	
Accrued Interest Purchased	0.00	
Total Deductions		(1,000.00)
Change in Fair Value for the Period		(9,085.10)
Ending Fair Value		21,153,970.22

Detail of Fair Value Basis Return

	Interest Earned	Change in Fair Value	Total Income
Current Holdings			
Cash and Equivalents	1,801.93	0.00	1,801.93
Commercial Paper	0.00	369.00	369.00
U.S. Treasury	821.44	(1,304.60)	(483.16)
U.S. Instrumentality	8,031.26	(7,993.50)	37.76
Sales and Maturities			
U.S. Treasury	254.76	(156.00)	98.76
Total	10,909.39	(9,085.10)	1,824.29

Annualized Comparative Rates of Return

	Twelve Month Trailing	Six Month Trailing	For the Month
Fed Funds	0.14 %	0.15 %	0.17 %
Overnight Repo	0.17 %	0.21 %	0.22 %
3 Month T-Bill	0.12 %	0.14 %	0.12 %
6 Month T-Bill	0.19 %	0.24 %	0.24 %
1 Year T-Note	0.23 %	0.34 %	0.47 %
2 Year T-Note	0.29 %	0.50 %	0.35 %
5 Year T-Note	2.29 %	1.63 %	-3.90 %

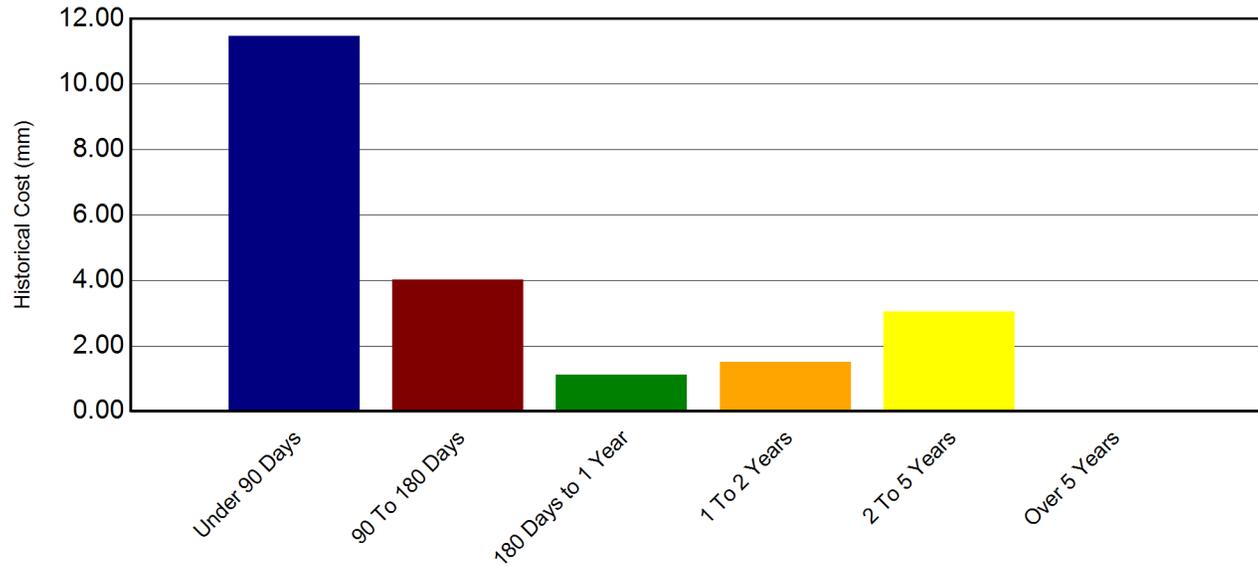
Summary of Fair Value Basis Return for the Period

	Total Portfolio	Excl. Cash Eq.
Interest Earned	10,909.39	9,107.46
Change in Fair Value	<u>(9,085.10)</u>	<u>(9,085.10)</u>
Total Income on Portfolio	1,824.29	22.36
Average Daily Historical Cost	20,114,946.66	10,181,202.01
Annualized Return	0.11%	0.00%
Annualized Return Net of Fees	0.05%	(0.11%)
Annualized Return Year to Date Net of Fees	0.47%	0.58%
Weighted Average Effective Maturity in Days	271	590

**Town of Atherton
Maturity Distribution of Securities Held
December 31, 2012**

Maturity	Historical Cost	Percent
Under 90 Days	11,466,002.72	54.19 %
90 To 180 Days	4,022,909.90	19.01 %
180 Days to 1 Year	1,106,534.38	5.23 %
1 To 2 Years	1,511,500.00	7.14 %
2 To 5 Years	3,053,012.19	14.43 %
Over 5 Years	0.00	0.00 %
	21,159,959.19	100.00 %

Maturity Distribution



**Town of Atherton
Securities Held
December 31, 2012**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/ Accretion (Amortization)	Fair Value/ Change In Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield
<u>Cash and Equivalents</u>													
LAIF	12/31/12	0.324V		11,466,002.72	11,466,002.72	11,466,002.72	11,466,002.72	0.00	0.00	1,801.93	7,881.36	54.19	0.32
					0.00	0.00	0.00						
TOTAL (Cash and Equivalents)				11,466,002.72	11,466,002.72	11,466,002.72	11,466,002.72	0.00	0.00	1,801.93	7,881.36	54.19	
					0.00	0.00	0.00						
<u>Commercial Paper</u>													
4497W0S17	11/09/12	0.000	05/01/13	500,000.00	498,918.75	499,250.00	499,408.50	158.50	0.00	0.00	0.00	2.36	0.46
ING Funding					0.00	193.75	369.00						
TOTAL (Commercial Paper)				500,000.00	498,918.75	499,250.00	499,408.50	158.50	0.00	0.00	0.00	2.36	
					0.00	193.75	369.00						
<u>U.S. Treasury</u>													
912828RA0	06/30/11	0.375	06/30/13	600,000.00	598,734.38	599,688.36	600,750.00	1,061.64	1,125.00	189.64	6.22	2.83	0.48
T-Note					0.00	53.68	23.40						
912828QX1	08/12/11	1.500	07/31/16	500,000.00	511,835.94	508,523.18	518,320.50	9,797.32	0.00	631.80	3,138.59	2.42	1.01
T-Note					0.00	(202.16)	(1,328.00)						
TOTAL (U.S. Treasury)				1,100,000.00	1,110,570.32	1,108,211.54	1,119,070.50	10,858.96	1,125.00	821.44	3,144.81	5.25	
					0.00	(148.48)	(1,304.60)						
<u>U.S. Instrumentality</u>													
3137EACJ6	03/23/11	1.625	04/15/13	500,000.00	508,291.15	501,143.61	502,137.00	993.39	0.00	677.09	1,715.28	2.40	0.81
FHLMC					0.00	(340.88)	(509.50)						
3134G3LF5	Call	02/29/12	1.000	02/13/15	1,000,000.00	1,008,750.00	1,004,993.01	1,008,826.00	3,832.99	0.00	833.33	3,833.33	4.77
FHLMC				02/13/14		0.00	(379.37)	61.00					0.55
3135G0KE2	Call	04/23/12	1.250	04/23/15	1,000,000.00	1,008,980.00	1,002,755.51	1,002,570.00	(185.51)	0.00	1,041.67	2,361.11	4.77
FNMA				04/23/13		0.00	(762.68)	(419.00)					0.35
313370JB5	10/23/12	1.750	09/11/15	500,000.00	518,170.00	516,962.12	518,334.00	1,371.88	0.00	729.17	2,673.61	2.45	0.48
FHLB					1,020.83	(534.92)	(442.50)						
3134G3GY0	Call	01/25/12	1.125	01/13/16	500,000.00	502,750.00	501,441.93	503,900.50	2,458.57	0.00	468.75	2,625.00	2.38
FHLMC				01/13/14		0.00	(118.57)	(15.50)					0.84
3135G0JQ7	Call	07/13/12	1.090	04/04/16	500,000.00	502,320.00	500,814.19	501,148.50	334.31	0.00	454.16	1,317.08	2.37
FNMA				04/04/13		0.00	(271.39)	(285.50)					0.45
3133EARK6	Call	07/31/12	0.910	05/23/16	500,000.00	501,500.00	500,719.59	500,972.00	252.41	0.00	379.17	480.28	2.37
FFCB				05/23/13		0.00	(157.10)	(132.00)					0.54
3136FTWM7	Call	01/10/12	0.625V	01/10/17	500,000.00	500,156.25	500,003.84	499,998.00	(5.84)	0.00	260.42	1,484.38	2.36
FNMA				01/10/13		0.00	(13.24)	(305.00)					0.59

**Town of Atherton
Securities Held
December 31, 2012**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/ Accretion (Amortization)	Fair Value/ Change In Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield
3137EADF3 FHLMC	08/06/12	1.250	05/12/17	500,000.00	511,200.00	510,247.36	511,584.00	1,336.64	0.00	520.83	850.69	2.42	0.77
					0.00	(199.54)	(1,620.50)						
3134G3WT3 FHLMC	Call 06/28/12	1.200	06/14/17 06/14/13	1,000,000.00	1,002,900.00	1,001,354.99	1,002,543.00	1,188.01	6,000.00	1,000.00	566.67	4.74	0.90
					0.00	(256.12)	(294.00)						
313379DD8 FHLB	11/09/12	1.000	06/21/17	500,000.00	507,000.00	506,779.82	505,703.50	(1,076.32)	2,500.00	416.67	138.89	2.40	0.69
					0.00	(128.79)	(1,802.50)						
3137EADH9 FHLMC	07/31/12	1.000	06/29/17	500,000.00	504,650.00	504,250.84	506,212.00	1,961.16	2,500.00	416.67	27.78	2.38	0.81
					0.00	(80.35)	(1,699.50)						
3134G3CS7 FHLMC	Call 08/24/12	2.000	08/08/17 08/08/13	500,000.00	507,800.00	504,894.56	505,560.00	665.44	0.00	833.33	3,972.22	2.40	0.36
					444.44	(692.83)	(529.00)						
TOTAL (U.S. Instrumentality)				8,000,000.00	8,084,467.40	8,056,361.37	8,069,488.50	13,127.13	11,000.00	8,031.26	22,046.32	38.21	
					1,465.27	(3,935.78)	(7,993.50)						

GRAND TOTAL **21,066,002.72**
21,159,959.19
21,129,825.63
21,153,970.22
24,144.59
12,125.00
10,654.63
33,072.49
100.00

V = variable rate, current rate shown, average rate for Cash & Equivalents

**Town of Atherton
Quarterly Treasurer's Report
Cash & Investments Balance By Fund
December 31, 2012**

Fund No.	Fund Name	December Balance
101	General Fund	8,713,521
105	Tennis Fund	19,281
610	Equipment Replacement Fund	476,219
614	Worker's Compensation	330,994
615	General Liability	20,438
616	Employee Benefits	2,337,538
Total Non-Restricted		<u>11,897,991</u>
201	Special Tax Fund	1,245,224
202	County Measure A Fund	206,487
203	Gas Tax Fund	114,159
204	Measure M	79,784
209	SLES/COPS Grant	31,263
210	Road Constructions Impact Fee	799,296
213	Library Fund	6,219,942
215	Evans Creative Design (formerly fund 715)	73,010
401	GF Projects	259,599
402	Storm Drainage	29,492
403	Atherton Channel Drainage District	101,363
406	Facilities Construction	2,143,838
730	H-P Park Improvement	5,982
740	Tree Committee	24,723
Total Restricted		<u>11,334,161</u>
Total Cash & Investments		<u><u>23,232,153</u></u>



Item No. 12

TOWN OF ATHERTON

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: EDWIN F. FLINT, CHIEF OF POLICE

DATE: FEBRUARY 20, 2013

SUBJECT: DESTRUCTION OF RECORDS

RECOMMENDATION

Upon the advice of the City Attorney and the Chief of Police, authorize the destruction of the noted Department records, documents, instruments, and other papers set forth in this request.

BACKGROUND

Penal Code Section 832.5 requires that citizen complaints or internal affairs investigations against police department personnel and any related reports or findings be maintained for a period of at least five years.

Government Code Section 34090 expressly authorizes the Chief of Police for the Town of Atherton, upon resolution of the City Council and written consent of the City Attorney, to destroy City records, documents, instruments and other papers under his charge as the same are no longer required to be maintained.

The Police Department has some 18 files that are now old and no longer required to be maintained, and good cause exists to delete and destroy these aged files. The City Attorney has reviewed them as well and has given his written consent to such destruction.

ANALYSIS

The Chief of Police has reviewed the status of 18 files (5 Internal Affairs Investigations and 13 Citizens Complaints maintained for over 5 years) to ensure there is no legal or other reason to maintain such files prior to its destruction, and the City Attorney has given his written consent for the destruction of the 18 files. In addition, the police department is asking for the approval to destroy the 2010 warning citations, where all the information is entered into our Records Information Management System and stored indefinitely, and there is no legal reason to maintain copies separately.

The Town uses the California Government Code as a foundation for its records retention schedule. A records retention schedule is a list of all records produced or maintained by an agency and the actions taken with regards to those records. A retention schedule is an agency's legal authority to receive, create, retain, and dispose of official public records. It assists the agency by documenting which records require office or temporary storage, which records have historic or research value, and which records should be destroyed because they no longer have any administrative, fiscal, or legal value. In the event of litigation, courts accept a retention schedule as establishing an agency's "normal course of doing business" and duty to retain records. Retention of stale information in personnel and litigation matters can be detrimental to staff, the organization, and the Town. The City Attorney vets any records set for destruction to ensure that they have no legal value and are set for destruction consistent with applicable retention schedules.

The length of time a record must be retained to fulfill its administrative, fiscal and/or legal function is its retention period. Following its retention period a record should be disposed of in accordance with an approved records retention schedule. An effective records retention policy is important in any organization. If the Town becomes involved in a legal dispute or a public records request, the task of going through a voluminous amount of records to produce relevant or applicable material can quickly become an enormous and costly challenge. In addition, costs directly related to storing and maintaining unnecessary records is likely an expense that does not serve an organization's bottom line.

While over-saving records presents its own pitfalls, failing to retain records for long enough presents risks as well. Minimum retention periods are imposed by law for certain records, such as those related to employees, projects, or property. In addition, if the Town is involved or likely to be involved in a legal dispute, the Town has a legal duty to preserve records that may be relevant to that dispute. These precepts are cornerstones of the Town's records retention policies. However, it is also important to note that if relevant records have been destroyed pursuant to a sound records retention policy that is strictly complied with, there will often be a presumption that the Town will have complied with its duty. However, once litigation is pending or imminent, it is too late for an organization to establish a policy, or to begin strictly complying with a policy that had not been enforced in the past. Regular and strict adherence to the Town's retention policy is essential to preserve the legal obligations of the Town.

It is recommended that the City Council authorize this timely and appropriate destruction of old files in accordance with the law.

FISCAL IMPACT

There is no financial impact in approving this resolution for the destruction of records.

Approved by:

Edwin F. Flint
Police Chief

George Rodericks
City Manager

RESOLUTION NO. 13-__

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON AUTHORIZING THE DESTRUCTION OF RECORDS PER GOVERNMENT
CODE SECTION 34090**

WHEREAS, Penal Code Section 832.5 requires that citizen complaints or internal affairs investigations against police department personnel and any related reports or findings be maintained for a period of at least five years; and

WHEREAS, Government Code Section 34090 expressly authorizes the Chief of Police for the Town of Atherton, upon resolution of the City Council and written consent of the City Attorney, to destroy City records, documents, instruments and other papers under his charge as the same are no longer required; and

WHEREAS, the Chief of Police has agreed to review the status of any such citizen complaint or internal affairs investigation in excess of five years for pending related civil or criminal litigation prior to its destruction; and

WHEREAS, the Police Department currently stores copies of the 2010 Warning Citations despite the fact that electronic copies are also maintained, leading to an unnecessary and unrequired duplication of record storage; the City Attorney has approved destruction of these duplicate records;

WHEREAS, the City Attorney hereby gives his written consent for the destruction of the following records:

ITEM NUMBER	RECORD TITLE	RETENTION
2007-002	Internal Affairs -	+5 years
2007-001	Internal Affairs -	+5 years
2007-001	Citizens Complaint -	+5 years
2006-001	Internal Affairs -	+5 years
2006-001	Citizens Complaint -	+5 years
2005-001	Internal Affairs -	+5 years
2005-001	Citizens Complaint -	+5 years
2004-002	Citizens Complaint -	+5 years
2004-003	Citizens Complaint -	+5 years
2003-004	Citizens Complaint -	+5 years
2003-003	Citizens Complaint -	+5 years
2003-002	Citizens Complaint -	+5 years
2003-001	Citizens Complaint -	+5 years

2002-006	Citizens Complaint –	+5 years
2002-004	Citizens Complaint –	+5 years
2002-003	Citizens Complaint -	+5 years
2002-002	Citizens Complaint –	+5 years
2002-001	Internal Affairs -	+5 years

NOW, THEREFORE, BE IT RESOLVED that the Chief of Police is hereby authorized to destroy the records set forth above and approved for destruction by the City Attorney.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Chief of Police is hereby granted the authority to order the destruction of the 2010 Warning Citations referenced above.

BE IT FUTHER RESOLVED that nothing in this resolution is intended to supersede or otherwise conflict with any other law or any lawful judicial process which might affect retention or destruction of such records.

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

Elizabeth Lewis
Mayor

ATTEST:

Theresa N. DellaSanta
City Clerk

APPROVED AS TO FORM:

William B. Connors, City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: FEBRUARY 20, 2013

SUBJECT: STORAGE AND OPERATION OF I-NET EQUIPMENT

RECOMMENDATION

It is recommended that the City Council approve the agreement between the Town of Atherton and the Cable Joint Powers Agency for storage and operation of institutional network equipment.

BACKGROUND

In July 1983, the cities of East Palo Alto, Menlo Park, Palo Alto, the Town of Atherton, and portions of the County of San Mateo and the County of Santa Clara created a Joint Powers Agency (JPA) for the purpose of obtaining cable television service within these jurisdictions. The City of Palo Alto acts as the administrative agency for the JPA.

In 2000, the JPA entered into a franchise agreement with AT&T. In 2002, the franchise was transferred to Comcast Corporation. The franchise agreement required Comcast to complete an upgrade of the cable system, which included the construction of a dark fiber optic institutional network (I-Net). This network connects 70 public schools, public buildings and community centers in the JPA service area for delivery of data, video and voice services. Comcast finalized construction of the I-Net at the end of 2005.

In 2006, the JPA designed the network architecture and purchased equipment (in the amount of \$1.1 million) for the I-Net. At the present time, the following I-Net connections are active (or being activated), as follows:

- City of East Palo Alto: 3 site connections & hub connection
- City of Menlo Park: 3 site connections & hub connection
- City of Palo Alto: hub connection

Town of Atherton: 2 site connections to be activated & hub connection
Las Lomas Elementary School District: 3 site connections
Menlo Park City School District: 4 site connections
Palo Alto Unified School District: 17 site connections
Ravenswood City School District: 9 site connections
Sequoia Union High School District: 1 site connection
Media Center: public, education, and government channel connections

The heaviest users of the I-Net are the schools in the JPA service territory, with approximately 80 percent of the active connections. The I-Net has given schools significantly greater bandwidth and network performance, and schools utilize the I-Net as their primary telecommunications network. Community members use the I-Net to create and distribute programs on the local area public channels that promote and celebrate individual expression, local achievements, education, cultural exchange, arts appreciation, and civic engagement. The I-Net also supports the broadcast capabilities of the local area Media Center. The Media Center is responsible for operating and managing the JPA's public, education, and governmental channels (channel numbers 26, 27, 28, 29, 30, 75, and 76) and facilities.

On January 1, 2007, the Digital Infrastructure and Video Competition Act of 2006 (DIVCA) went into effect. This new law permanently changed the franchising and regulatory structure for the provision of cable television services in California. Under DIVCA, franchises are granted by the California Public Utilities Commission (CPUC) rather than by local governments. On January 2, 2008, Comcast was granted a state franchise by the CPUC. As a state franchisee, Comcast is not obligated to provide I-Net facilities or services, after July 24, 2010, the date the local cable franchise expired. In 2009, the JPA began negotiating with Comcast for continued provision of the I-Net after the expiration of the franchise. As long as the parties made reasonable progress towards a mutually acceptable agreement, Comcast agreed not to bill the JPA for the I-Net after July 2010.

On November 5, 2012, the JPA entered into a 5-year agreement with Comcast for the continued use of the I-Net fiber, in the amount of \$29,148.24 per year for a period of five years (Attachment A). The agreement covers fiber that serves JPA sites in the City of East Palo Alto (Corporation Yard, Housing and Community Service Department, Police Department), the City of Menlo Park (Onetta Harris Community Center/Belle Haven Senior Center, Belle Haven Police Substation, Belle Haven Child Development Center), the Town of Atherton (Library, Holbrook-Palmer Park) and shared core fiber that links hub locations in the City of East Palo Alto, the City of Menlo Park, the City of Palo Alto and the Town of Atherton. The School Districts have executed separate agreements with Comcast covering their use of I-Net fiber.

ANALYSIS

The JPA has already installed I-Net routing and switching equipment at the four I-Net hubs, including the hub in Atherton. This equipment, owned by the JPA, is essential to the continuing functionality of the I-Net. The JPA is requesting the right and permission to store and operate the equipment in Atherton. The Agreement for Storage and Operation of the I-Net Equipment (Attachment C) grants the JPA the right to install, maintain, repair, remove and replace the

equipment in Atherton as needed for an operational period of 5-years (to coincide with the term of the Comcast Agreement). This Agreement was distributed to and reviewed by member agencies in 2011 and without substantial revision has been executed by the all of the governing bodies of the JPA membership, except Atherton. Atherton is the only remaining agency to execute the Agreement.

FISCAL IMPACT

There is no fiscal impact to the Town. The JPA has set aside money, in a Cable Fiduciary Fund, to sustain the I-Net. These funds total approximately \$725,000 and will be used to pay for the Comcast Agreement and the JPA's share of I-Net operational, equipment maintenance and replacement costs.

ATTACHMENTS

Attachment A – Comcast Fiber Use Agreement

Attachment B – Drawing of the I-Net

Attachment C – Agreement for Storage and Operation of Institutional Network

FIBER USE AGREEMENT

Nov 5th 2012 THIS FIBER USE AGREEMENT (this "Agreement") is entered into as of ~~Nov 5th 2012~~, 2012 (the "Effective Date"), between Comcast of California IX, Inc., a California corporation, with offices at 3055 Comcast Place, Livermore, CA 94551 (the "Company"), and the Cities of Palo Alto, Menlo Park, and East Palo Alto, the Town of Atherton, and the Counties of San Mateo and Santa Clara, acting in their collective capacity as a joint action agency, created and existing under the Joint Exercise of Powers Act, California Government Code § 6500 *et seq.*, and acting by its administrator, the City of Palo Alto ("Palo Alto"), with offices at 250 Hamilton Avenue, Palo Alto, CA 94301 (the "Cable Joint Powers" or "Grantees") (the Company and the Grantees are, individually a "Party" and, collectively, the "Parties"), in regard to the following:

RECITALS:

A. The Cable Joint Powers are parties to a Joint Exercise of Powers Agreement, entered into in July 1983, which has been subsequently amended and restated as of July 2009, and a Joint Operating Agreement, entered into in October 1983 (the "JOA"). Under the JOA, Palo Alto is designated the administrator for the Cable Joint Powers.

B. The Company has constructed and installed certain fiber optic strands, as described in Section 1.1 and Exhibit A, which are located throughout the cities of Palo Alto, Menlo Park, and East Palo Alto, the town of Atherton, and portions of Santa Clara County and San Mateo County, and which the Grantees use for government communications purposes.

C. The Grantees historically have enjoyed use of the Comcast fibers under a cable franchise agreement between the Parties.

D. The Company will permit the Grantees to continue to use the Comcast fibers in accordance with the terms and conditions set forth below.

E. The purpose of this Agreement, consistent with applicable law, including, without limitation, the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA"), and, in particular, California Public Utilities Code section 5870 (k), is to have the Cable Joint Powers pay for the continuing use of the Comcast fibers to Cable Joint Powers locations, including the locations of certain public schools belonging to school districts (the "School Districts") located and operating within the Cable Joint Powers' service area.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree, as follows:

AGREEMENT:

1. USE OF FIBER

1.1 In accordance with this Agreement, the Company will make available to the Grantees, for their exclusive use, one pair of unlit fibers (or two (2) strands) of the Company's multi-strand single mode core fiber optic cable (the "Strands") (or two pairs or four (4) Strands in the case of the East Palo Alto Police Department), which Strands shall originate and terminate at the points set forth in Exhibit A. These Strands are hereinafter referred to as the "Comcast Fiber Facilities."

1.2 The Comcast Fiber Facilities shall not include core fiber optic cable(s) currently utilized to route public, educational and government access channel programming ("PEG") from and to the individual Cable Joint Powers locations to and from The Mid-Peninsula Community Media Center, Inc., located at 900 San Antonio Road, Palo Alto ("PEG Use Fibers") at the points set forth in Exhibit B. These PEG Use Fibers shall stay in place as currently configured for so long as necessary to fulfill the Company's commitment to transmit PEG programming over its cable network pursuant to DIVCA. Unless otherwise permitted by law, the Company will not assess charges to the Grantees for PEG Use Fibers or PEG programming consistent with DIVCA. In the event of an outage of the Comcast Fiber Facilities (as detailed in Exhibit A), the Company grants to the Grantees the right to use the PEG Use Fibers on a short-term basis of four (4) days or until such time as the Comcast Fiber Facilities' outage has been resolved, whichever period of time is longer. The Grantees and their authorized Comcast Fiber Facilities' end users shall engineer the PEG Use Fibers so that those fibers serve the primary purpose of carrying PEG channel access programming on a daily basis. In the event the Company determines in good faith that such PEG Use Fibers are being used for other than the primary purpose of PEG channel access programming on a recurring and frequent basis, the Company shall notify the Grantees, in writing, immediately and the Grantees shall provide adequate documentation that such usage has ceased or the Company may exercise its rights and remedies made available under this Agreement or by law.

1.3 The Parties acknowledge the possibility of the Comcast Fiber Facilities connecting to other Comcast fibers operated in the County of San Mateo or the County of Santa Clara, and nothing in this Agreement shall be deemed or construed to prohibit the Comcast Fiber Facilities to be linked or connected as such.

2. TERM; CHARGES

2.1 The term of this Agreement shall commence on the Effective Date and shall remain in full force and in effect for a period of five (5) years from the Effective Date, unless it is terminated earlier in accordance with this Agreement.

2.2 The Grantees' obligation to pay monthly recurring charges (the "MRCs") for the use of the Comcast Fiber Facilities, as calculated pursuant to Exhibit A, shall begin as of the Effective Date. The Company may bill the Grantees monthly, in advance, for the MRCs, which shall be paid by the invoices' due dates; provided, the Grantees' obligation to pay MRCs is

conditioned upon their receipt of the invoices at least ten (10) days prior to the invoices' due dates.

3. MAINTENANCE AND REPAIR OBLIGATIONS

3.1 All routine and non-routine or emergency maintenance and repair of the Comcast Fiber Facilities, located in the public rights-of-way, public utility easements and private easements, shall be promptly performed by or under the direction of the Company. The Grantees may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Comcast Fiber Facilities, PEG Use Fibers or related equipment installed by the Company, except with the prior written consent of the Company, which consent may be granted or withheld at the Company's sole discretion. In the event the Company reasonably determines that the Comcast Fiber Facilities cannot be completely repaired, the Company shall confer with the Grantees promptly upon the Grantees' request regarding the cost and timing of the replacement of the Comcast Fiber Facilities.

3.2 All maintenance and repair of any portion of the Grantees-provided facilities connected to the Comcast Fiber Facilities, including without limitation those not located in the public rights-of-way, public utility easements or private easements secured by the Company (including, without limitation, fiber drops, extensions and equipment) shall be the sole responsibility of the Grantees.

3.3 All other routine maintenance and non-emergency repair (but not replacement) of the Comcast Fiber Facilities will be provided at no additional charge to the Grantees as long as those Comcast Fiber Facilities are located within the Company's existing plant. In the event the Company reasonably determines that the Grantees or any of its authorized Comcast Fiber Facilities users was the cause of any such fiber outage, then the Grantees shall be fully responsible for all reasonable costs of repair. Rates for maintenance and repair are payable at the time of occurrence at the Company's prevailing rate schedule for maintenance and repairs.

4. USE OF FACILITIES

4.1 The Grantees shall use the Comcast Fiber Facilities solely for non-profit, non-commercial purposes, including the transmission of government and educational communications between the locations described in Exhibit A and the School Districts' networks located in the Cable Joint Powers' service area. The Parties hereby acknowledge that the Comcast Fiber Facilities are currently connected to the Internet Systems Consortium, Inc. ("ISC"), which provides internet connectivity to the Cable Joint Powers and the School Districts' locations, and nothing in this Agreement shall preclude such interconnection of the Cable Joint Powers or the School Districts to the ISC or successor or any other third party providing internet connection services to the Cable Joint Powers or the School Districts.

4.2 The Grantees shall not use, or permit any other entity or person to use, the Comcast Fiber Facilities in conjunction with high-speed internet access service to residential customers located in the Company's franchise area, cable television service, franchised or non-

franchised satellite master antenna television service, direct broadcast satellite based service or any subscription-based multichannel video service.

4.3 The Grantees shall not use, or permit any other entity or person to use, the Comcast Fiber Facilities in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction over the Comcast Fiber Facilities.

4.4 The Company may require the Grantees to immediately shut down its transmission of signals over the Comcast Fiber Facilities if the Company in good faith determines that the transmission is causing material interference to others. The Grantees shall reimburse the Company for any and all costs that are reasonably incurred by the Company in its efforts to eliminate the material interference caused by the Grantees' transmission of signals over the Comcast Fiber Facilities.

5. SERVICE INTERRUPTION: LIMITATIONS OF WARRANTY AND DAMAGES

5.1 In the event of an Comcast Fiber Facilities' outage, the Company shall provide the Grantees with a pro-rata credit against the next available invoice not to exceed the MRCs in proportion to the period of the outage, and this shall be the Grantees' sole remedy at law and in equity, provided that no credit shall be provided for the Comcast Fiber Facilities' outages solely caused by the Grantees or their equipment or facilities. The Company will not be liable for any credits if an outage is caused by the Grantees' or the Comcast Fiber Facilities' end users' negligence or willful misconduct.

6. TITLE

6.1 All right, title, and interest in the Comcast Fiber Facilities and any other equipment or facility of the Company shall, at all time, remain exclusively with the Company.

7. LIENS AND ENCUMBRANCES

7.1 Neither Party, directly or indirectly, shall create or impose any lien on the property of the other Party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit the owner of any facilities from permitting the creation or imposition of a lien or security interest on facilities that it owns.

8. INDEMNIFICATION; WARRANTIES

8.1. Each Party will indemnify and hold harmless the other Party against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of either Party hereto which may arise

out of or be caused by its ownership or authorized use of the Comcast Fiber Facilities or any of its negligent acts or omissions.

8.2 NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE BASED ON LOSS OF REVENUES, PROFITS, OR BUSINESS OPPORTUNITIES, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES, OR SERVICES, OR DOWN TIME COST, WHETHER OR NOT THE PARTY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, AND EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 EXCEPT AS PROVIDED IN SECTION 8.1, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY THE COMPANY.

9. REQUIRED APPROVALS

9.1 The Grantees shall obtain any government authorizations and approvals required for the Grantees' use of the Comcast Fiber Facilities. The Company shall cooperate with the Grantees to that end as may be reasonably required by the Grantees.

10. INSURANCE

10.1 The Company acknowledges that the Grantees are self-insured and, therefore, the Grantees will not be required to obtain and maintain any insurance coverage or provide any certificates of insurance to the Company.

11. NOTICES

11.1 All notices, demands, requests or other communications given under this Agreement shall be made, in writing, and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Cable Joint Powers:

City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301
Attn.: Cable TV Coordinator

With a copy to:

Office of the City Attorney
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301
Attn.: Senior Asst. City Attorney – Cable franchising

If to the Company:

Comcast of California IX, Inc.
3055 Comcast Place
Livermore, CA 94551
Attn.: Contracts Manager

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: Cable Law Department – Operations

12. DEFAULT; TERMINATION; DISPUTE RESOLUTION

12.1 If the Grantees fails to make any MRCs payment by the due date of an invoice, and if the Company has provided the Grantees with at least ten (10) days' advance written notice of such failure, the Company's obligation to provide the Grantees with use of the Comcast Fiber Facilities shall temporarily cease until all of the required undisputed MRCs payments have been made in full. If any payment remains in arrears for thirty (30) days after the due date of an invoice, and if the Company has provided the Grantees with at least thirty (30) days' advance written notice of such nonpayment, such nonpayment shall constitute a material default of this Agreement and the Company may terminate this Agreement at any time thereafter, and may pursue all other rights and remedies available to the Company at law and/or in equity.

12.2 The Company may terminate this Agreement, and may pursue all other rights and remedies available to the Company at law and/or in equity: (i) upon thirty (30) days' advance written notice to the Grantees, if the Grantees knowingly uses or attempts to use the Comcast Fiber Facilities for any purpose other than the purposes authorized in this Agreement and does not abandon such use immediately upon the receipt of notice by the Company; or (ii) upon thirty (30) days' advance written notice to the Grantees, if the Grantees defaults in any other material non-monetary obligation hereunder and fails to cure such default within that thirty-day period.

12.3. The Company may terminate this Agreement upon thirty (30) days' advance written notice to the Grantees: (i) if the Company loses or fails to obtain the renewal of any approval, consent, authorization, license, certificate, franchise, or permit required to provide the service hereunder, or if such approval, consent, authorization, license, certificate, franchise, or permit is suspended for a period longer than sixty (60) days and not renewed, or if it is adversely

modified by a governmental authority; (ii) if continuing to provide the Comcast Fiber Facilities would materially interfere with the Company's ability to obtain and maintain approvals, consents, authorizations, licenses, certificates, franchises, permits or consents necessary to the operation of its business; or (iii) if continuing to provide the Grantees with use of the Comcast Fiber Facilities would obligate the Company to provide to a non-governmental or non-educational entity upon the same terms and conditions that the Company offers to the Grantees.

12.4 The Company may terminate this Agreement without notice only to the extent that immediate termination is required by law, regulation or a governmental authority.

12.5 The Grantees may terminate this Agreement upon forty-five (45) days' advance written notice to the Company. Nothing in this Section 12 or other provisions of this Agreement shall affect or impair the Grantees' right to pursue all available rights and remedies at law and/or in equity against the Company in the event that the Company terminates for cause this Agreement.

12.6 To the extent any Cable Joint Powers member does not elect to use or ceases to use any of the Comcast Fiber Facilities for any period of time, the Cable Joint Powers will give the Company thirty (30) days' prior written notice of such election. After the thirty-day period, the Grantees will not be obligated to pay any MRCs to the Company for any Comcast Fiber Facilities not in use by any such member of the Cable Joint Powers, and the Company will not have any further obligation to provide the applicable Comcast Fiber Facilities to the Grantees for the benefit of such member of the Cable Joint Powers. Notwithstanding the preceding sentence, any such member of the Cable Joint Powers may request to use such member's applicable Comcast Fiber Facilities again upon written notice to the Company, to the extent such Comcast Fiber Facilities are not at the time (the Grantees' request is submitted) in use by the Company, which determination shall be made at the Company's sole discretion. In the event such Comcast Fiber Facilities are then made available to the Grantees on behalf of any such member of the Cable Joint Powers, the applicable Comcast Fiber Facilities shall be offered under the terms of this Agreement, and the Grantees on behalf of the applicable Cable Joint Powers member shall be responsible for the MRCs for any such Comcast Fibers Facilities through the term of the Agreement.

12.7 Upon the effective termination of this Agreement, all rights of the Grantees to use the Comcast Fiber Facilities shall cease, and the Company may disconnect, terminate, remove or use the Comcast Fiber Facilities for any other purpose.

12.8 Notwithstanding any provision in this Section 12, the Parties shall in good faith attempt to resolve their disputes by informal meetings for a period of ten (10) days after reasonable notice requesting a meeting to resolve the dispute is sent. If the Parties should fail to resolve any dispute by informal means, then the Parties may attempt to use non-binding mediation for at least sixty (60) days to resolve their dispute before any Party commences litigation.

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13. LATE PAYMENT CHARGE

13.1 To the extent permitted by applicable law, any undisputed fees, charges, costs or expenses not paid by the Grantees by the due date of an invoice may be subject to late payment charge calculated by multiplying the past due amount (exclusive of late payment charges) by one-thirtieth of one percent (0.033%) per day or the highest rate allowed by law, whichever is lower.

14. WAIVER

14.1 The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall nevertheless be and remain in full force and effect.

15. GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the state of California without reference to its choice of law principles.

16. RULES OF CONSTRUCTION

16.1 The captions and headings in this Agreement are strictly for convenience and shall not be considered as interpreting it or as amplifying or limiting any of its content.

17. ASSIGNMENT

17.1 The Grantees shall not assign this Agreement without the express written consent of the Company, which consent shall be granted or withheld at the Company's sole discretion. Nor shall the Grantees assign, transfer or sublease, directly or indirectly, on an integrated or disintegrated basis, in whole or in part, the Facilities or its right to use the Facilities as granted herein without the express written consent of the Company, which consent shall be granted or withheld at the Company's sole discretion. Notwithstanding the foregoing, the Grantees is not required to obtain the consent of the Company to assign this Agreement (a) to another member of the Grantees, or (b) to any entity that acquires all or substantially all of the assets of the Grantees that directly relate to this Agreement, but the Grantees shall give written notice to the Company of any such assignment no later than thirty (30) days after such an assignment takes place.

18. ENTIRE AGREEMENT

18.1 This Agreement, including the Exhibits, which are hereby incorporated herein as an integral part of this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter and geographical locations referred to, and it supersedes any and all prior or contemporaneous agreements, whether written or oral, between the Parties. This Agreement cannot be modified except, in writing, and signed by the party against whom enforcement of the modification is sought.

19. RELATIONSHIP OF THE PARTIES

19.1 The relationship between the Parties shall not be that of partners, agents or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture agreement between them.

20. FORCE MAJEURE

20.1 The Company shall not be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government denial or access to or loss of utility service or facilities or any other circumstance beyond the reasonable control of the Company. The required time for the Company's performance hereunder shall be extended to account for any such force majeure event.

21. CONDEMNATION

21.1 Upon condemnation of all or any material portion of the Comcast Fiber Facilities and any other facilities used by the Company to provide service to the Grantees, the Company, by not less than thirty (30) days' written notice to the Grantees, as practicable, may discontinue or suspend service under this Agreement.

22. MISCELLANEOUS

22.1 If any provision of this Agreement is found contrary to law or unenforceable by any court exercising jurisdiction over the Parties, the Comcast Fiber Facilities, or this Agreement, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision. To the extent required by applicable law, the Grantees shall keep the terms and conditions of this Agreement confidential and shall not release or disclose such terms to any other party without the prior written permission of Company. The preceding sentence notwithstanding, the Company acknowledges and agrees that the Grantees is subject to the California Public Records Act, California Government Code section 6250 *et seq.*, and that this Agreement is entered into by the Grantees in the ordinary course and scope of its business as a cable franchise joint action agency.

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IN WITNESS WHEREOF, the Parties have by their duly appointed representatives executed this Agreement as of the Effective Date.

COMCAST OF CALIFORNIA IX, INC.

By:
Name:
Title:

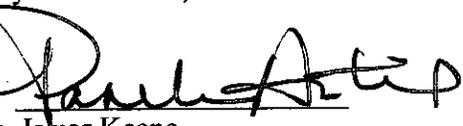


CABLE JOINT POWERS

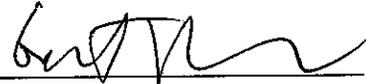
By: City of Palo Alto, its administrator

for

By:
Name: James Keene
Title: City Manager



APPROVED AS TO FORM:


Senior Asst. City Attorney

APPROVED:

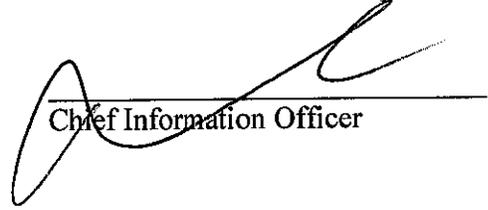

Chief Information Officer

EXHIBIT A

**MAPS AND
ORIGINATION POINTS AND TERMINATION POINTS**

Town of Atherton	Origination Site	Hub – Termination Site	No. of Fiber Pairs	Monthly Cost
Library (this link is currently not working)	2 Dinkelspiel Station Ln	E	1	
Holbrook-Palmer Park	150 Watkins Ave	D	1	
Total feet= 30,400				\$431.82

City of East Palo Alto	Origination Site	Hub – Termination Site	No. of Fiber Pairs	Monthly Cost
Corporation Yard	150 Tara Road	C	1	
Housing and Community Service	2277 university Avenue	C	1	
Police Department	141 Demeter Street	C	2	
Total feet=22,464				\$319.09

City of Menlo Park	Origination Site	Hub – Termination Site	No. of Fiber Pairs	Monthly Cost
Onetta Harris Community Center/Belle Haven Senior Center	100 Terminal Avenue	C	1	
Belle Haven Police Substation	1197 Willow Rd	C	1	
Belle Haven Child Development Center	410 Ivy Drive	C	1	
Total feet= 47,452				\$674.03

Core Fiber	Hub	Hub	No. of Fiber Pairs	Monthly Cost
East Palo Alto to Palo Alto	C	A	1	
Palo Alto to Menlo Park	A	D	1	
Menlo Park to Atherton	D	E	1	
Total Feet= 70,687				\$1,004.08

Hub site address	Hub		
250 Hamilton Ave, PA	A		
900 San Antonio Rd, PA	CMAC		
2415 University Ave, EPA	C		
701 Laurel St, MP	D		
83 Ashfield Rd, Atherton	E		

Total Monthly Recurring Cost:

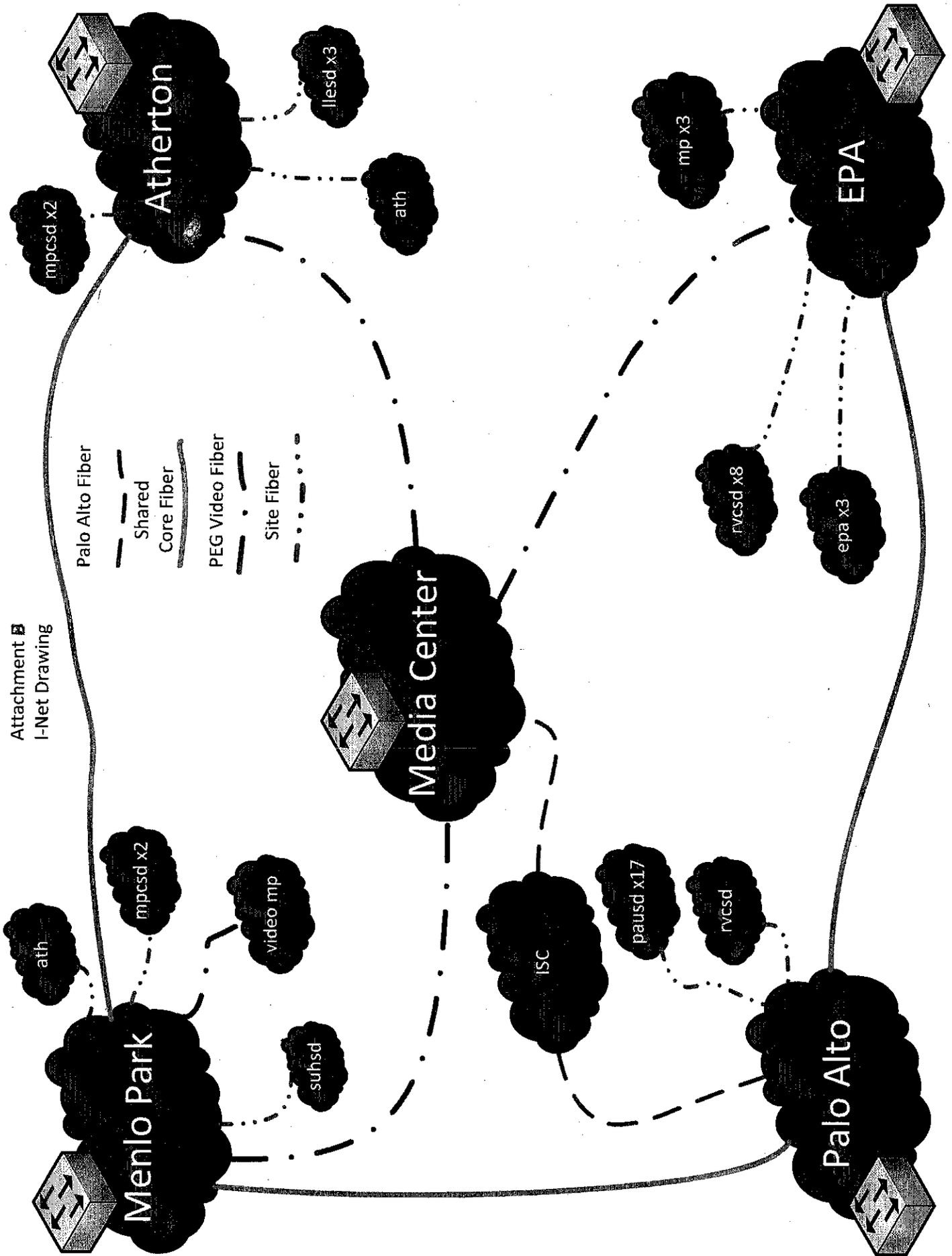
\$ 2,429.02

EXHIBIT B

PEG USE FIBERS

PEG Connections	Hub	Hub	No. of Fiber Pairs	Monthly Cost
Council Chambers – Menlo Park	13	D	1	
Media Center to Atherton	CMAC	E	1	
Media Center to East Palo Alto	CMAC	C	1	
Media Center to Menlo Park	CMAC	D	1	
Media Center to Palo Alto	CMAC	A	1	
Total Monthly Cost				No Charge

Attachment I-Net Drawing



ATTACHMENT B

AGREEMENT FOR STORAGE AND OPERATION OF INSTITUTIONAL NETWORK EQUIPMENT

This Agreement for Storage and Operation of Institutional Network Equipment (the "Agreement"), dated as of Nov 5, 2012 (the "Effective Date"), is entered into by _____, a _____ (the "JPA Member"), and the Cable Joint Powers, a California joint action agency organized and existing under the Joint Exercise of Powers Act, California Government Code section 6500 *et seq.* (the "JPA")(individually, a "Party" and, collectively, the "Parties"), in regard to the following facts and circumstances:

RECITALS:

A. In 1983, the cities of Palo Alto, East Palo Alto and Menlo Park, the town of Atherton, and the counties of San Mateo and Santa Clara executed a joint powers agreement (the "JPA Agreement") for the purpose of creating a joint powers agency, charged with issuing a community antenna television franchise agreement (the "Franchise Agreement") and facilitating the provision of cable services in a service area, covering the jurisdictional boundaries of the JPA Members.

B. In 2000, the JPA granted a Franchise Agreement to TCI Cablevision of California, Inc., now Comcast of California IX, Inc. ("Comcast"). Under the Franchise Agreement, provision is made for an institutional network ("I-Net"), consisting of public, education and government ("PEG") head-end links and I-Net links. The JPA required Comcast to provide funding to acquire and support the I-Net equipment and to provide for the distribution of PEG programming to subscribers over the I-Net. The Franchise Agreement authorizes the City of Palo Alto (the "City"), as administrator for the JPA, to designate a community access organization (the "CAO") to manage the PEG channels.

C. The I-Net connects public schools, public buildings and community centers in the JPA's service area. The heaviest users of the I-Net are the public schools. The public schools utilize the I-Net as their primary telecommunications network and, as a consequence, public schools located in the JPA service area were afforded the opportunity to avoid leased line telecommunications costs, and gain significantly greater bandwidth and network performance. Community members use the I-Net to create and distribute programs on the PEG channels that promote and celebrate individual expression, local achievements, education, cultural exchange, arts appreciation, and civic engagement.

D. Each JPA Member has certain I-Net routing and switching equipment (the "I-Net Equipment") that are owned by the JPA, yet are located within the JPA Member's jurisdictional boundary. The JPA wishes to receive from each JPA Member the right and permission to store and operate (including install, maintain, repair, remove and replace)

the JPA's I-Net Equipment within each JPA Member's jurisdictional boundary, and enjoy the right of ingress and egress to install, maintain, repair and remove the I-Net Equipment located within each JPA Member's jurisdictional boundary.

IN CONSIDERATION OF the recitals and following covenants, terms and conditions, the Parties agree, as follows:

AGREEMENT:

1. The Recitals of this Agreement constitute a part of and are integrated in to this Agreement.
2. The term of this Agreement shall commence on November 5, 2012 and shall continue for a term of five years.
3. The JPA Member hereby grants to the JPA and its representatives, agents and contractors, including, without limitation, the City, as the JPA administrator, (A) the right of ingress and egress to any building of structure owned by the JPA Member, which houses the I-Net Equipment, upon reasonable prior notice to the JPA Member, and (B) the right to install, maintain, repair, remove and/or perform other work in connection with the I-Net Equipment within the JPA Member's jurisdictional boundary. The JPA Member agrees to maintain connectivity of the I-Net Equipment with Comcast's dark fiber optic backbone located within the JPA Member's jurisdictional boundary, and furnish power to the I-Net Equipment at the JPA Member's sole cost and expense.
4. By acceptance of this Agreement, the Parties expressly understand and agree that the JPA will not indemnify, defend and hold harmless the undersigned JPA Member from and against any and all liability, loss, or damage, which may be suffered or incurred by the JPA Member in connection with the Parties' exercise of rights and performance of obligations under this Agreement, except to the extent such liability, loss or damage arises as a result of the JPA's negligence or willful misconduct.
5. Except as otherwise provided herein, neither the JPA nor the JPA Member shall be required to provide insurance coverage which extends to acts and omissions of each Party hereto in connection with this Agreement, and each Party represents and warrants that it does self-insure against any and all liability, loss and damage in the ordinary course and scope of conducting its business.
6. The duties of a Party shall be not assigned or transferred to any third party without the express written approval of the other Party. Any unapproved assignment or transfer will be null and void.
7. A waiver by a Party of any breach or violation of any covenant, term or condition of this Agreement or of the provisions of any ordinance or law shall not be construed to be a waiver of performance of any other covenant, term, condition, ordinance or law, or of any subsequent breach or violation of the same. The acceptance

by a Party of any payment or damages which may become due hereunder will not be deemed to be a waiver of any subsequent breach or violation by the other Party of any covenant, term, condition, ordinance or law.

8. This Agreement may be terminated upon the occurrence of an "event of default" by a Party (the "Defaulting Party"). An "event of default" will constitute a material breach of this Agreement, if it is not cured in a timely manner.

8.1 The term "event of default" means the occurrence of any of the following: (a) the failure to perform any material covenant, or obligation set forth in this Agreement or any Exhibit, if such failure can be readily remedied and is not remedied within thirty (30) days after written notice of default is given; (b) a Party files a petition or otherwise commences or acquiesces in the commencement of a proceeding under any bankruptcy, insolvency, reorganization or similar law, makes an assignment for the benefit of its creditors, has an administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or is generally unable to pay its debts as they fall due; (c) the transfer of this Agreement or any material obligation arising under this Agreement and the Exhibits, whether voluntarily or by operation of law, without the consent of the other Party; and (d) the failure to make, when due, any payment required by this Agreement if such failure is not remedied within ten (10) business days after written notice of default is given.

8.2 If an event of default occurs and is continuing with respect to the Defaulting Party, the other Party (the "Non-Defaulting Party") will have an election of rights and remedies, in addition to all other rights and remedies afforded or provided by law or in equity or as otherwise provided in this Agreement, to which the non-defaulting Party may resort cumulatively, or in the alternative: (a) the right to terminate this Agreement by giving thirty (30) days' prior notice of termination, in which event this Agreement will terminate on the date set forth in the notice of termination; (b) the right to demand performance of an act which otherwise cure the violation or any breach; and (c) the right to suspend performance of any of its material obligations, including, without limitation, the right to withhold any payments due to the Defaulting Party under this Agreement.

9. A Party will be temporarily excused from the performance or further performance of any of its covenants or agreements hereunder and such Party's nonperformance shall not be deemed an event of default under this Agreement for any period to the extent that such Party is prevented, hindered or delayed for any period of time not in excess of thirty (30) days from performing any of its covenants or agreements, in whole or in part, as a result of an act of God, war, civil disturbance, court order, or other cause beyond that Party's reasonable control, including, without limitation, any denial of access to the City's facilities in order to perform the Services and complete the Project. The Parties hereby agree to use reasonable efforts to remedy the effects caused by the occurrence of the event giving rise to a Party's temporary nonperformance of its covenants or agreements under this Section. A Party will provide notice promptly to the other Party to the extent that Party relies on the provisions of this

Section to temporarily excuse its failure to perform any of its covenants or agreements hereunder.

10. All notices required to be given hereunder shall be, in writing, and mailed, postage prepaid, by certified mail, addressed, or e-mailed, as follows:

To JPA: JPA Administrator
c/o City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303
ATTN: Melissa Cavallo, Cable Coordinator
Melissa.Cavallo@CityofPaloAlto.org

To JPA MEMBER:

ATTN:

11. In the exercise of rights and performance of obligations, each Party acts at all times as an independent contractor and not as an employee of the other Party. Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool, syndicate or agency between the JPA and the JPA Member. No provision contained herein shall be construed as authorizing or empowering either Party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf, or in the name of, the other Party in any manner, or to make any representation, warranty or commitment on behalf of the other Party. In no event will either Party be liable for (i) any loss incurred by the other Party in the course of its performance hereunder, or (ii) any debts, obligations or liabilities of the other Party, whether due or to become due.

12. If a dispute between the Parties arises under this Agreement, the Parties will endeavor to resolve informally at a meeting of each Party's designated representatives who may be responsible for and exercise the appropriate authority to resolve all disputes hereunder; and (b) if the Dispute remains unresolved after thirty (30) days, the Parties agree that the dispute shall be submitted to the Franchise Review Board, as such body is designated in the Franchise Agreement, which shall render a final decision regarding such dispute.

13. The following miscellaneous provisions shall apply under this Agreement:

13.1 This Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties will comply with applicable laws pertaining to their obligations arising under this Agreement.

13.2 In the event that an action is brought, the Parties agree that trial of such action will be vested exclusively in the state courts of California or in the United States

circumstance would occur as a result of its entering into or performing its obligations under this Agreement and the Exhibits.

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Agreement and certain Exhibits, as appropriate, as of the Effective Date.

JPA

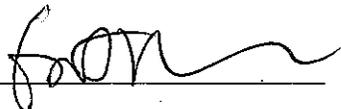
JPA MEMBER


Name: Melissa Cavallo
Title: Cable Coordinator

Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Name: _____

APPROVED:


for Assistant City Manager

Title: _____

Director of Administrative
Services



Item 14 Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER

FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR

DATE: FEBRUARY 20, 2013

SUBJECT: ONE YEAR LEASE EXTENSION FOR KNOX PLAYSCHOOL

RECOMMENDATION:

Approve a one year lease extension for Knox Playschool in Holbrook-Palmer Park.

BACKGROUND

Knox Playschools Incorporated operates a playschool in Holbrook-Palmer Park in facilities leased by the Town. The current lease was initially executed in 2001 and has been amended three times, most recently in April 2013. The operator is interested in continuing to operate the playschool in its current location, and for operational purposes needs to notify current and potential clients of the school's availability prior to the beginning of Spring.

The Town's Capital Improvement Program budgeted funds to perform an update to the Park Master Plan. The update would address uses of the park, traffic circulation, policy recommendations and other applicable issues. The Parks and Recreation Commission considered and prioritized these issues at their February meeting. Their input will be incorporated into a Request for Proposals for the Park Master Plan Update.

FINDINGS

Before the City Council makes financial decisions regarding repair, improvement or replacement of the Playschool facilities, results of the Master Plan Update, which would include uses such as the Playschool and its location, should be available to guide Council's deliberations. The Park Master Plan Update should be complete by the end of 2013. Since this update will not be completed until after the Playschool's lease expiration, a one-year extension would be in order.

An inspection of the Playschool's facilities was recently completed. There are two modular buildings used by the Playschool. The newer building is in very good condition. The older building is in need of extensive repair and upgrade to its ceiling, bathrooms and floor. It may be more economical, assuming that the use will continue for at least ten years, to replace the older building. Other improvements to increase accessibility would be incorporated into the new building, if approved. A decision on the Playschool facilities could be made following the completion of the Park Master Plan. No improvements are imminently required at this time, pending a decision on the Playschool's location.

The Fourth Amendment to the lease is attached. It incorporates an adjustment in the monthly lease amount based on the annual increase in the Consumer Price Index for the San Francisco Metropolitan Area.

FISCAL IMPACT

A one-year extension of the Knox Playschool lease will generate \$80,149 in lease revenue to the Town.

Prepared By:

Approved:

Mike Kashiwagi
Director of Public Works

George Rodericks
City Manager

**FOURTH AMENDMENT TO THE LEASE BETWEEN
THE TOWN OF ATHERTON AND KNOX PLAYSCHOOLS, INC.
(LICENSED PLAY SCHOOL)**

This Fourth Amendment to the Lease by and between the Town of Atherton ("Lessor") and Knox Playschools, Inc. a California corporation, ("Lessee") is entered into as of the ___ day of ___, 2012, ("Effective Date"), by and between Lessor and Lessee.

RECITALS

- A. Town and Lessee are parties to that certain Lease for Premises located at Holbrook-Palmer Park dated May 24, 2001, as amended effective June 30, 2006 and again in January, 2011, and 2012 ("Lease"). The Lease currently expires on August 31, 2013.
- B. Town and Lessee now desire to enter into this Fourth Amendment to provide for an extension of the Term as described below.

AGREEMENT

1. For consideration, the receipt of which is hereby acknowledged, the parties agree that the Lease shall be amended as follows:

- A. Paragraph 3 of the Lease is amended to read as follows:

Section 3. Term: The lease term shall expire at 11:59 p.m. on August 31, 2014.

- B. Paragraph 6 of the Lease is hereby amended to read as follows:

Section 6. Base Rent: Lessee shall pay to Lessor as base monthly rent for the premises the sum of Six Thousand Five Hundred and Nine Dollars and eighty-two cents (\$6,509.82) on the first day of each month.

2. The parties acknowledge and agree that the Lease, except as amended by this Fourth Amendment, remains unmodified and in full force and effect in accordance with its terms.

IN WITNESS THEREOF, the parties have executed this Fourth Amendment to the Lease as of the Effective Date.

TOWN OF ATHERTON:

LESSEE:

By: _____ / _____
Elizabeth Lewis, Mayor (Date)

By: _____ / _____
Name: _____ (Date)
Title: _____

ATTEST:

City Clerk

By: _____ / _____
Name: _____ (Date)
Title: _____

APPROVED AS TO FORM:

City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: MICHAEL KASHIWAGI, COMMUNITY SERVICES DIRECTOR

DATE: FEBRUARY 20, 2013

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND
AUTHORIZATION TO ADVERTISE FOR THE 2013 CAPE SEAL
PROJECT**

RECOMMENDATION:

Approve the plans and specifications and authorize advertisement for bids for the 2013 Cape Seal Project, Project No.56056

INTRODUCTION:

The FY 2012-2013 adopted Capital Improvement Program includes funds for street maintenance. This project entails performing a Cape Seal and Micro-slurry along various streets in Atherton. It also includes replacement of all striping, raised pavement markers and other associated pavement markings within the project boundaries.

A Cape Seal is a treatment process where a heated polymer modified asphalt emulsion (oil) is applied to a cleaned street and scrubbed in with brooms. A 1/4" aggregate (chip) is immediately applied over the oil and is rolled into place with a rubber tired roller. The excess rock is then swept away. The next process follows a few days later. A micro-surface (oil and sand mixture) is applied over the top of the chips, and once again rolled into place with rubber tired rollers. Upon curing, the result is a street that is impervious to water as well as having about 1/2" of new wearing surface added to the top. This surface will remain flexible for years, and as cracks, if any, work their way up from the sub-base of the road they are filled by the pliable material. Cape seals last approximately seven to ten years depending on the preventative maintenance treatment and the traffic impact on each street. As time passes, the micro-surface layer of the chip seal will wear off due to the wear and tear of the traffic impact on the roadway and leaving the exposed 1/4"

aggregate (chip). The street drainage pattern will not change by this chip seal application; storm-water runoff will continue to flow from the crown of the road to the edge of pavement and from there flow downstream. Where the runoff crosses the roadway by design, the chip seal follows the contours of the existing elevations or a concrete valley gutter will allow the runoff to continue across the roadway.

This project is a major component of the Town's preventative maintenance program, which assures that good streets (streets with a pavement condition index of 60+) receive treatments, which will greatly lengthen their lifespan. These treatments, when used on the correct streets at the correct times, can prolong the street's useful life and preclude the need for costly and disruptive street rehabilitation projects almost indefinitely.

The 2013 Cape Seal project is budgeted for construction in FY 2012-13. The 2013 Cape Seal Project plans and specifications are ready to be advertised for construction. The project is expected to begin construction by June 2013 and be completed by August 2013

FISCAL IMPACT:

Funds (Parcel Tax funds and Road Impact Fees) in the amount of \$380,000 are budgeted for this project in FY 2012-13. The Engineer's Estimate for the 2013 Cape Seal Project is \$365,000.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Community Service Director

George Rodericks
City Manager

Attachments: Attachment A – List of streets to be sealed/striped
Attachment B – Map of streets to be sealed (project Title Sheet)

ATTACHMENT A

CAPE SEAL WORK SHEET

STREET	FROM	TO
ALTA VISTA DR	RIDGEVIEW	FLETCHER
IRVING AV	HEATHER DR	MAGNOLIA DR
SURREY LN	MIDDLEFIELD RD	END
ACACIA DR	FLOOD CIRCLE	CATALPA DR
FAIR OAKS LN	N/O 81 FAIR OAKS LN	WEST END
FAIRVIEW AV	ATHERTON AV	CAMINO AL LAGO
HOWARD WAY	MACBAIN AV	END
ORCHARD HILLS	POLHEMUS AV	END
RALSTON RD	STOCKBRIDGE AV	ALMENDRAL AV
HERITAGE CT	MIDDLEFIELD RD	END
ISABELLA AV	BRITTON AV	SPENCER LN
MELANIE LN	STOCKBRIDGE	END
STOCKBRIDGE AV	SHEARER DR	EL CAMINO REAL
BELBROOK WY	WALSH RD	END
CAMINO POR LOS ARBOLES	CAMINO DE LOS ROBLES	VALPARAISO AV
IRVING AV	MAGNOLIA DR	JAMES AV
KILROY WY	POLHEMUS AV	END
LEON WY	VICTORIA DR	END
MULBERRY LN	INTERSECTION @ MULBERR	EAST END
ROBLEDA DR	SERRANO DR	AUSTIN AV
WALNUT AV	EL CAMINO REAL	STATION LN
WALSH RD	END	RESERVOIR RD
WISTERIA WY	ROSEWOOD DR	END
FLETCHER DR	FLETCHER DR	END

Striping Only streets (2 Coats)

Encinal Ave	Pavement change	Middle of Laurel
Middlefield Rd	Redwood City City Limit	Menlo Park City Limit

NO.	DATE	DESCRIPTION	BY
1		PLANS FOR BID	DSH

REGISTERED CIVIL ENGINEER	DATE
TOWN OF ATHERTON	
DEPARTMENT OF PUBLIC WORKS	
ATHERTON, CA 95627	

THIS PLAN WAS PREPARED UNDER MY DIRECTION	APPROVED BY:
MICHAEL KASHIWAGI	R.C.E. 33176
DIRECTOR OF PUBLIC WORKS	

DRAWN	By: D. HUYNH	Checked: M. KASHIWAGI
DESIGN	By: D. HUYNH	Checked: M. KASHIWAGI
QUANTITIES		
SCALE: HORIZONTAL: 1"=20'	VERTICAL: 1"=20'	

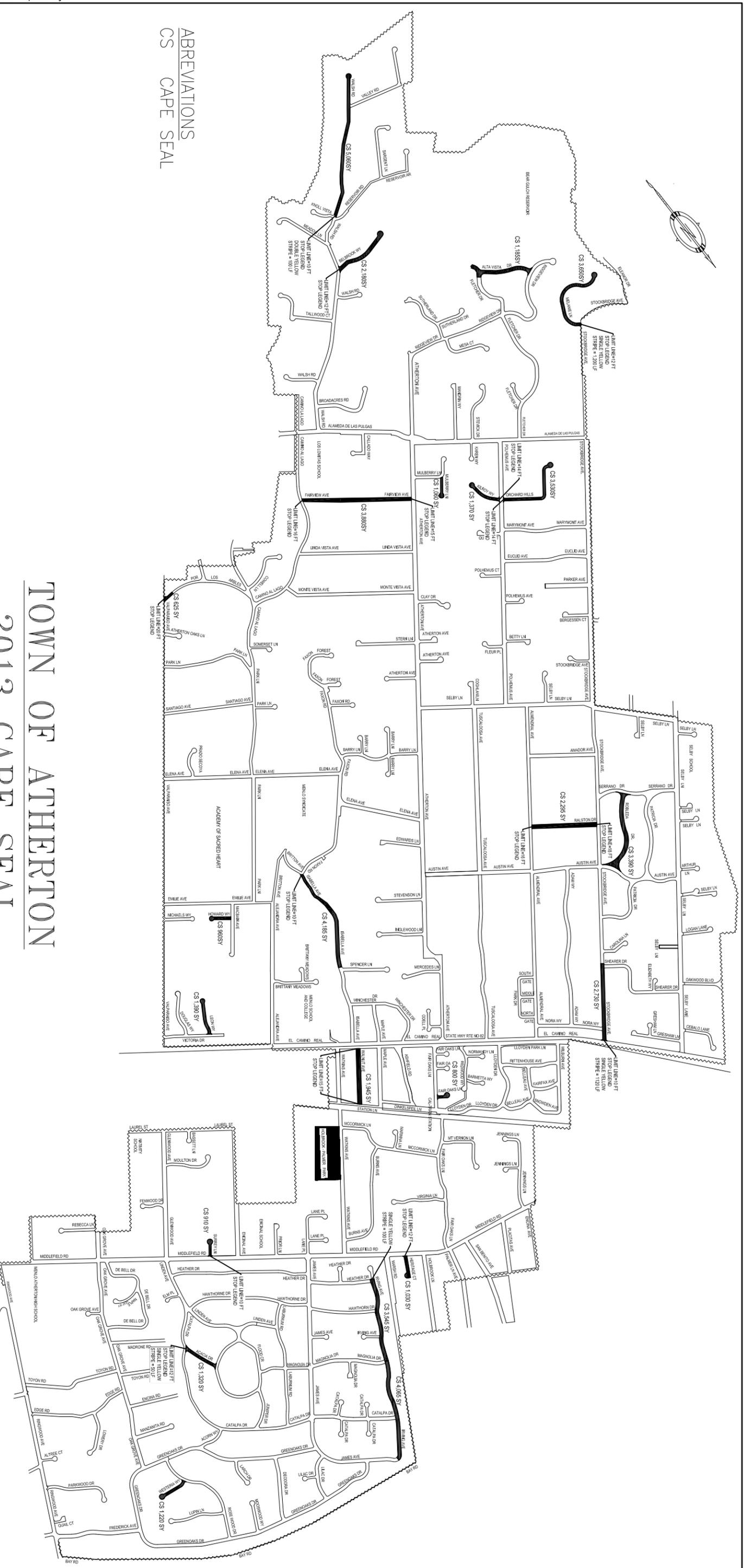
TOWN OF ATHERTON	DEPARTMENT OF PUBLIC WORKS
ORIGINAL SCALE IS IN INCHES FOR REDUCED PLANS	



2013 CAPE SEAL PROJECT	TITLE SHEET
DISCARD PRINTS BEARING EARLIER PLOT DATES	DATE PLOTTED: 01/25/13
	SHEET 1 OF 1

ABBREVIATIONS
CS CAPE SEAL

TOWN OF ATHERTON
2013 CAPE SEAL
PROJECT #56056





Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: MICHAEL KASHIWAGI, COMMUNITY SERVICES DIRECTOR

DATE: FOR THE MEETING OF FEBUARY 20, 2013

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND
AUTHORIZATION TO ADVERTISE FOR THE 2013 SPRING
PATCHING PROJECT**

RECOMMENDATION:

Approve the plans and specifications and authorize advertisement for bids for the 2013 Spring Patching Project, Project No.56055

INTRODUCTION:

The FY 2012-2013 adopted Capital Improvement Program includes funds for street maintenance. Patching consist of grinding and replacing approximately 15,000 square feet of asphalt to a six-inch depth to remediate local pavement failures. This work to include all necessary traffic control and will involve grinding, sweeping, tack coating, replacing asphalt and finish rolling per Town of Atherton Standard specifications and special provisions.

The 2013 Spring Patching Project is budgeted for construction in FY 2012-13. The 2013 Spring Patching Project plans and specifications are ready to be advertised for construction. The project is expected to begin construction by May 2013 and to be completed by June 2013.

FISCAL IMPACT:

Parcel Tax Funds in the amount of \$100,000 are budgeted for this project in FY 2012-13. The Engineer's Estimate for the 2013 Spring Patching Project is \$100,000.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Community Services Director

George Rodericks
City Manager

Attachments: Attachment A – List of street locations to be patched

Attachment A

2013 SPRING PATCHING - TOWN OF ATHERTON						
Estimate						
ID No.	ADDRESS	STREET	LENGTH	WIDTH	AREA (SF)	Notes
1	-	Fairview Ave.	15	7	105	Intersection of Fairview/Atherton Ave
2	-	Walsh Road	5	10	50	Intersection of Walsh/Reservoir
3	-	Walsh Road	8	10	80	Intersection of Walsh/Reservoir
4	-	Walsh Road	9	10	90	Intersection of Walsh/Reservoir
5	400	Walsh Road	12	12	144	
6	150	Alta Vista Ave	12	8.5	102	
7	150	Alta Vista Ave	33	6	198	
8	150	Alta Vista Ave	76	9	684	
9	150	Alta Vista Ave	12	6	72	
10	150	Alta Vista Ave	12	20	240	
11	39	Melanie Lane	55	6	330	
12	-	Ralston Rd	9	9	81	Intersection of Ralston/Stockbridge Triangle Area
13	150	Watkins Ave			0	Inside the Park (at the end of the driveway)
14	150	Watkins Ave			0	Inside the Park (at the end of the driveway)
15	160	Watkins Ave			0	Inside the Park (inside the driveway)
16	-	Walnut Ave	33	6	198	Intersection of Walnut/Station
17	-	Walnut Ave	43	6	258	Intersection of Walnut/Station
18	22	Walnut Ave	16	4	64	
19	22	Walnut Ave	13	4	52	
20	28	Walnut Ave	24	6	144	
21	43	Walnut Ave	13	10	130	
22	71	Walnut Ave	47	4	188	2 patches
23	78	Walnut Ave	21	4	84	
24	150	Watkins Ave	10	6	60	Inside the Park (at the end of the driveway)
25	150	Watkins Ave	9	6	54	Inside the Park (at the end of the driveway)
26	150	Watkins Ave	18	18	324	Inside the Park (at the end of the driveway)
27	150	Watkins Ave	4	11	44	Inside the Park (at the end of the driveway)
28	150	Watkins Ave	6	8	48	Inside the Park (at the end of the driveway)
29	150	Watkins Ave	30	4	120	Inside the Park (at the end of the driveway)
30	150	Watkins Ave	13	15	195	Inside the Park (at the end of the driveway)
31	150	Watkins Ave	36	15	540	Inside the Park (at the end of the driveway)
32	160	Watkins Ave	10	6	60	Inside the Park (in front of 160 watkins house)
33	61	Irving Ave	43	6	258	
34	70	Irving Ave	21	6	126	
35	73	Irving Ave	54	12	648	

Attachment A

36	81	Irving Ave	32	8	256	
37		Stockbridge Ave	65	6	390	Intersection of Stockbridge/ECR
38		Stockbridge Ave	33	6	198	Intersection of Stockbridge/ECR
39		Stockbridge Ave	15	4	60	Intersection of Stockbridge/Nora
40		Stockbridge Ave	30	6	180	Intersection of Stockbridge/Nora
41		Stockbridge Ave	11	6	66	Intersection of Stockbridge/Nora
42	10	Stockbridge Ave	36	6	216	
43	16	Stockbridge Ave	66	4	264	
44	16/18	Stockbridge Ave	115	6	690	
45	21	Stockbridge Ave	85	6	510	
46	20	Stockbridge Ave	59	6	354	
47	20	Stockbridge Ave	23	11	253	
48	24	Stockbridge Ave	49	6	294	
49	29	Stockbridge Ave	38	11	418	
50	36	Stockbridge Ave	88	8	704	
51	35	Stockbridge Ave	12	6	72	
52	35	Stockbridge Ave	57	6	342	
53		Stockbridge Ave	8	6	48	In front of Property with Rocks/Boulders
54		Stockbridge Ave	44	6	264	Intersection of Stockbridge/Shearer
55	29	Stockbridge Ave	59	6	354	Across the street from Address 29

*** Remainder of the digouts shall be marked on Atherton Ave between El Camino Real and Elena Ave.

<u>Total</u>	<u>11704</u>	<u>SF</u>
MAX	15000	SF



Item 17 Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER

FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR

DATE: FEBRUARY 20, 2013

SUBJECT: ATHERTON PEDESTRIAN & BICYCLE MASTER PLAN
CONSULTANT SELECTION

RECOMMENDATION:

1. Approve the selection of Alta Planning & Design (Alta) to prepare the Town's Pedestrian & Bicycle Master Plan and authorize the City Manager to execute an agreement with Alta in an amount not to exceed \$39,980.
2. Solicit nominations for an ad-hoc Pedestrian/Bike Stakeholder Advisory Group whose members will be appointed by the Mayor.

BACKGROUND

The 2012-13 Capital Improvement Program (CIP) has a Bike/Pedestrian Master Plan project, budgeted at \$40,000. The Master Plan will be incorporated into an update of the Circulation Element of the Atherton General Plan. The primary purposes for the development of a Bicycle & Pedestrian Master Plan are to:

- Provide a comprehensive plan for bicycle/ pedestrian improvements throughout the Town;
- Provide connectivity with adjacent agencies;
- Improve bicycle and pedestrian safety;
- Become more strategic and successful competing for bicycle/pedestrian grant funding; and
- Identify barriers and solutions for residents to safely access bicycle and pedestrian destinations within the Town of Atherton and to other regional destinations.

FINDINGS

At the October 19, 2012 meeting, the City Council authorized the solicitation through a Request for Proposals (RFP) for a Pedestrian and Bicycle Master Plan. The RFP was advertised on the Town's website and on additional industry sites in order to solicit qualified consultants.

[Type text]

Proposals were due on November 26, 2012, providing a 5 week response period. Two proposals were received from the following firms:

- Alta Planning & Design; and
- Omni-Means.

The selection panel consisting of Kathy Schrenk, Traffic Safety Coordinator, Menlo Park City School District; Neal Martin, Town Planner and Gordon Siebert, City Engineer interviewed both firms on December 12, 2012. The panel reviewed and ranked both proposals and interviewed both consultant teams. Based upon their rankings and interviews, the panel unanimously selected Alta Planning & Design, as shown in the Selection Matrix (Attachment A). Alta has prepared over 500 bike and/or pedestrian plans and locally has worked on projects for San Mateo County, Menlo Park, San Mateo, and Los Altos Hills. Their associated civil engineering firm, W-Trans, has worked for Sacred heart School in Atherton and for Menlo Park. The Transportation Committee reviewed the consultant's selection at their January 8, 2013 meeting and concurred with staff's recommendation.

Following the selection process, the Town began negotiations with Alta, based on a proposed scope of work. The scope includes significant public outreach and input, preparation of a draft Master Plan, presentations to the Transportation and Planning Commissions and to the City Council and preparation of environmental documentation. In addition, the consultant proposes to perform two additional tasks which are not typically included in a project budget. These tasks are four (4) on-site user counts at locations identified by the Town, and a walking/bike tour, open to Atherton residents and other interested stakeholders, to provide opportunities for input and for answers to stakeholder questions. The consultant recommends that an ad-hoc Pedestrian/Bike Stakeholder Advisory Group (PBSAG) be assembled in order to provide detailed input on local conditions, needs and wants. The negotiated fee is \$39,980, which is within the budgeted amount, and is incorporated into the Consultant Services Agreement (Attachment B).

Alta recommends that the City Council nominate representatives from the Transportation Committee, community groups, schools, and cycling groups to serve on the PBSAG. Once selected, the PBSAG would serve during the seven month process leading to presentation of the Master Plan to the City Council.

FISCAL IMPACT:

The Capital Improvement Plan has \$40,000 budgeted for the Master Plan. Alta also proposed to provide optional services, including preliminary engineering and grant assistance. Neither option is recommended at this time. Funds to offset the Town's costs in the amount of \$10,000 have been requested from Facebook, pursuant to their settlement with the Town.

Prepared By:

Approved:

Mike Kashiwagi
Director of Public Works

George Rodericks
City Manager



Attachment A

**TOWN OF ATHERTON
BUILDING AND PUBLIC WORKS DEPARTMENTS
BICYCLE/PED PLAN CONSULTANT INTERVIEWS**

Date: December 12, 2012

Location: Town Hall Conference Room, 91 Ashfield Road, Atherton, CA

Persons Conducting Meeting: Neal Martin, Town Planner; Kathy Schrenk, MPCSD;
Gordon Siebert, DPW/City Engineer

Participants/Time: 10:00 Alta/W-Trans - 510-540-5008 x101 – Brett Hondorp
11:00 Omni-Means -916-782-8688 –Marty Inouye

Review Criteria/Scoring - score 1 as best, 2 as second-best (90%)

	Alta	Omni-Means	Weighting	Alta	Omni-Means
a) Key Personnel Assigned	1	2	15	15	13.5
b) Depth of Resources/Redundancy	1	2	10	10	9
c) Project Understanding	1	2	15	15	13.5
d) Task Capabilities	1	2	35	35	31.5
(1) Assessment & data					
(2) Plan preparation					
(3) Environmental					
e) Project experience	1	2	10	10	9
f) Public Interaction/Communication	1	2	15	15	13.5
			<u>100</u>	100	90

ATTACHMENT B

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 16th day of January, 2013 by and between the TOWN OF ATHERTON ("Town") and Alta Planning + Design ("Consultant").

RECITALS

WHEREAS, Town desires to obtain planning services in connection with Pedestrian and Bicycle Master Planning;

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

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

AGREEMENT

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

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

2. Project Coordination.

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

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

3. Scope and Performance of Services

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

B. Time of Performance. The Services are to commence no sooner than January 22, 2013 and must be completed no later than December 31, 2013. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager.

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

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed Thirty Nine Thousand Nine Hundred and Twenty Dollars (\$39,980) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to Town at the time of payment.

B. Timing of Payment. Town shall make progress payments to Consultant that will be tied to completion of tasks so that all payments are proportional to the work completed. A copy of the progress payment schedule is attached to Exhibit C.

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

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

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

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

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

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

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

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

9. Conflict of Interest.

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

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

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

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

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

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

15. Assignment; Subcontractors; Employees.

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

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

16. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Termination of Agreement; Default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Exhibit A: Scope of Work

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

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

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

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

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

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

TOWN OF ATHERTON

CONSULTANT
(CORPORATIONS REQUIRE (2) SIGNATURES)

By: _____
City Manager

By: _____
Title: _____

Date:

Date:

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
City Attorney

Date:

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work

Task 1: Project meetings and coordination

- 1.1 Meet with the Stakeholder Advisory Group (SAG) three (3) times
- 1.2 Provide monthly updates including budget, schedule and deliverables
- 1.3 Conduct monthly conference calls to report on progress
- 1.4 Conduct kick-off meeting and provide action minutes
- 1.4 Deliverables include: identification of SAG, kick-off meeting action minutes

Task 2: Existing Conditions Assessment

2.1 Review and assess current documents: Town General Plan, 2011 San Mateo County Bicycle/Pedestrian Plan, 2004 Menlo Park Comprehensive Bicycle Development Plan, Valparaiso, Oak Knoll, Encinal and Laurel Schools Safe Routes to Schools Plans, nearby development (Facebook Campus, Bohannon, 151 Constitution Drive) plan from Menlo Park, Stanford Medical Center plans from Palo Alto and Sacred heart and Menlo Schools projects, as well as the Atherton Municipal Code.

2.2 Conduct Pedestrian Environment inventory, including pedestrian crosswalks on the following street segments:

- El Camino Real (Caltrans): Berkshire Ave to Alejandra Ave
- Middlefield Road: Encina to Ringwood
- Encinal Av: Laurel to Middlefield
- Valparaiso: El Camino Real to Camino por Los Arboles
- Selby Ln: Atherton to El Camino Real
- Edge Rd: Ringwood to Oak Grove
- Laurel St: Glenwood to Encinal
- Emilie Av: Valparaiso to Alejandra
- Elena Av: Valparaiso to Faxon
- Park Ln: Emilie to Elena
- Fair Oaks Ln: El Camino Real to Middlefield Rd
- Glenwood Av: Laurel to Middlefield Rd
- James Av: Middlefield to Greenoaks
- Greenoaks Dr: James to Oak Grove
- Alameda de Las Pulgas: Stockbridge to Camino al Lago
- Stockbridge Av: Alameda de Las Pulgas to Selby Ln
- Camino al Lago: Alameda de Las Pulgas to Linda Vista
- Oak Grove: Rebecca to Greenoaks

- Ringwood Av: Middlefield to Frederick
- Ferderick Av: Ringwood to Greenoaks

2.3 Conduct Bicycle and Pedestrian Collision analysis

2.4 Conduct peak hour manual counts at up to four (4) intersections

2.5 Deliverables include: working paper #1- Existing Conditions, including Planning and Policy document review, Pedestrian (and bikeway signage/striping/markings along streets in Task 2.2) Environment Inventory, Pedestrian/Bicycle Collision Analysis, and up to four peak hour counts

Task 3: Public Outreach

3.1 Prepare and analyze results of an online survey, hosted external to the Town's website, and design a mailer (to be distributed by Town, at its option) to advertise the survey

3.2 Deliverables: draft and final Online Survey, copy-ready Mailer advertising Survey, preparation, conduct and summary of Bicycle/walking Tour, attendance at and presentation to Transportation Committee.

Task 4: Needs Analysis

4.1 Propose Bicycle and Pedestrian Capital Projects, including preparation of project location maps and illustrative plan/section design concepts

4.2 Assess Design policies, Guidelines and Standards, and recommend changes, if any, consistent with Atherton's rural nature

4.3 Develop a proposed maintenance and funding strategy, utilizing existing budget resources as one strategy and develop and prioritize additional strategies

4.4 Deliverables: Working Paper # 2, Needs Analysis, and proposed Town of Atherton Street fronting Landscaping and Fence Location and Site Distance Standards

Task 5: Draft Pedestrian and Bicycle Master Plan

5.1 Draft a Master Plan based on prior tasks, to include information collected, recommended changes in laws, policies, standards, recommended projects, capital projects' and maintenance tasks' cost estimates.

5.2 Present Draft Master Plan to the Transportation Committee and to the Planning Commission

5.3 Circulate the Draft Master Plan to adjacent jurisdictions and schedule a meeting, if necessary.

5.4 Deliverables: Draft Pedestrian and Bicycle Master Plan, presentations to Transportation Committee and Planning Commission, Agencies presentation, and Responses to Comments Log

Task 6: Final Pedestrian and Bicycle Master Plan

6.1 Prepare a final Pedestrian and Bicycle Master Plan, based on input received as defined in Task 5, and from Atherton staff

6.2 Present the Pedestrian and Bicycle Master Plan to City Council

6.3 Incorporate Council directions into the Pedestrian and Bicycle Master Plan

6.4 Provide reproducible copy, along with Word and PDF versions, as well as print and electronic source files

Task 7 Environmental Documentation

7.1 Prepare a CEQA Initial Study under CEQA Appendix G (2010)

7.2 Prepare an electronic copy of a Bicycle Transportation Plan/Pedestrian Master Plan Mitigated Negative Declaration

7.3 Deliverables: Bicycle Transportation Plan/Pedestrian Master Plan Initial Study Checklist Appendix G, Bicycle Transportation Plan/Pedestrian Master Plan Mitigated Negative Declaration (electronic copy)

EXHIBIT B

Schedule of Performance

All dates in 2013

Project Kick-off Meeting	February 27
SAC Meetings	mid-April and mid-June
Existing Conditions Assessment	February through April
Public Outreach	Survey in March, Ride or workshop in May
Needs Analysis	April
Draft Plan	May through June
Final Plan	July
Environmental Documentation	May through July
Monthly Progress Meetings/Calls	February through July

EXHIBIT C

Compensation

<u>Position</u>	<u>Name</u>	<u>Rate per Hour</u>	<u>Hours</u>
Principal in Charge	Brett Hondorp	\$210	29
Project Manager	Casey Hildreth	\$110	106
Environmental Specialist	Nancy Woltering	\$80	28
Planner/Designer	Kristin Maravilla	\$90	122
Graphics/Admin	Alta staff	\$35	106
Principal Engineer	Mark Spencer	\$180	14
Engineer	Mary Jo Yung	\$155	16
<hr/>			
Reimbursables (at cost, mileage at IRS rate)		\$300	

EXHIBIT D

Consultants, Specialists, or Experts

Principal in Charge	Brett Hondorp
Project Manager	Casey Hildreth
Environmental Specialist	Nancy Woltering
Planner/Designer	Kristin Maravilla
Graphics/Admin	Alta staff
Principal Engineer	Mark Spencer
Engineer	Mary Jo Yung



Item 18 Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: FEBRUARY 20, 2013

SUBJECT: CONSIDERATION OF A POLICY REGARDING CITY COUNCIL
IPADS AND UPDATE ON PAPERLESS AGENDA PROJECT

RECOMMENDATION:

Adopt policy regarding the issuance and use of iPads to City Council Members.

BACKGROUND

Included in the 2011-12 budget was the cost to purchase Town-owned iPads for members of the City Council to distribute agenda materials electronically. The Council included this project in the budget in an effort to reduce the amount of paper used and number of copies made in preparing agenda materials for City Council meetings. Staff has purchased the iPads and has begun installing the necessary application and tools for their use.

As these will be the first Town-issued iPad devices in use by the Town, a new policy is needed to govern the use. The policy covers the following areas:

- How computer hardware and software will be issued to members of the City Council
- Use of iPads and associated software
- Legal requirements, including Brown Act, Public Records Act, and prohibition on use for campaign purposes
- Personal use of iPad
- Disposal of iPad at end of term on the Council

The policy before the Council was developed by the City Clerk in consultation with the City Manager and City Attorney using best practices and iPad policies promulgated by other cities as examples. It covers both iPads provided by the Town and iPads owned by Council Members.

Staff is in process of purchasing the necessary software for each iPad and establishing the necessary accounts to get up and running. We are also looking at internal strategies for consistent assembly and distribution of electronic agenda materials. Training is expected to take place in the next few weeks. The first distribution of agenda materials will happen at a Council meeting following the initial training of Council Members.

Attachment: iPad Policy

**TOWN OF ATHERTON
CITY COUNCIL
USE OF COMPUTER HARDWARE AND SOFTWARE POLICY**

I. BACKGROUND

Council approved a budget to purchase iPads for use to distribute agenda materials to the City Council. This action was put into effect to reduce the amount of paper used and number of copies made in preparing agenda materials for City Council meetings.

The policy covers the following areas:

- How computer hardware and software will be issued to members of the City Council
- Use of iPads and associated software
- Legal requirements, including Brown Act, Public Records Act, and prohibition on use for campaign purposes
- Personal use of iPad
- Disposal of iPad at end of term on the Council

II. POLICY

This policy is intended to guide the use of computer hardware and software by the City Council. However, it does not cover every situation that may arise. All existing Council policies and parliamentary laws continue to apply to Council Member conduct while using iPads.

III. PURPOSE

The use of iPads will assist members of the City Council in the efficient performance of their duties and will also help enhance environmental sustainability by reducing the amount of paper needed for the operations of the Council.

IV. PROCEDURE

All Council Members are requested to use an iPad to access agendas, agenda packets, and other agenda materials. Paper copies will only be available on request.

All Council Members using iPads for Town business will sign the attached agreement acknowledging understanding of and compliance with this policy.

All referenced to “iPad” include iPad2 and other iPad-series devices. The two options for obtaining an iPad are listed below:

Option A: Town-issued device(s)

The Town will provide Council Members with a Town owned iPad, protective case, and necessary applications and accessories. Council Members are responsible for the general care of any Town-issued equipment. Any iPad or accessory that is broken, damaged, or fails to work properly must be taken to the City Clerk who will have IT evaluate it.

Option B: Council Member-owned device(s)

Council Members may choose to purchase or utilize their own iPads. These devices must support the applications required by the Town, and must have cellular data (3G, 4G, etc.) capability. The Town will not provide any hardware support for Council Member purchased and/or owned devices.

A. Software and Use:

1. The following apply to both Town-issued and Council Member-owned devices

Council Members will be provided with the applications needed to conduct Town business. The Council Member is responsible for updating the applications and operating system(s) as updates are released. Training on the basic use of the device as well as the applications and software required by the Town for conducting Town businesses will be provided by the Town. All Town-provided data, applications, and services (such as email and calendars) will remain the property of the Town and may be accessed, altered, or removed by the Town at any time. Information on any iPad used for Town business may (with limited exceptions) be subject to the provisions of the Public Records Act.

If a Council Member believes the security of his or her device has been compromised, he or she shall immediately notify the City Manager or City Clerk. The device should be password protected and used only by the authorized Council Member. Internet use, email and other activities carried out on the iPad may be traceable to the Town of Atherton, and may impact the reputation of the Town.

Council Members shall not use the iPad in any way as to violate the public meeting requirements of the Brown Act. Council Members may not use the computer hardware and software in violation of Government Code § 54964, which prohibits the expenditure or authorization to expend public resources to "...support or oppose the approval or rejection of a ballot measure, or the election or defeat of a candidate, by the voters."

Cellular data use (not Wi-Fi) outside of the continental USA is extremely expensive. Therefore, Town-issued iPads may not be used outside of the continental USA, and the Town will not pay data fees for Council Member purchased devices incurred when used outside of this area.

2. The following applies to Town-issued computer hardware and software

Town-issued iPads and accessories are tools for Council Members to conduct Town business. Only personal use which is lawful, “incidental and minimal,” and which does not result in a gain or advantage to the user or a loss to the Town is permitted.

Town-issued iPads may be backed up, remotely wiped, restored from a backup, or restored to factory settings as necessary to maintain the technical viability of the device and/or the Town’s network. The Town does not accept responsibility for loss of files or software lost due to a wipe and backup. The Town may add, upgrade or remove software/information on the device(s) as necessary to maintain the technical viability and/or the Town’s network. In addition, the Town will retain access to and ownership of backups of the computer hardware and software’s content. Any user ID’s and cloud backup accounts used to manage the device will be maintained by the Town.

3. The following applies to Council Member-owned computer hardware and software

Council Member-owned devices can be used without restriction, but Council Members are responsible for backing up their own devices. The Town takes no responsibility for maintaining backups of Council Member-owned devices. Town Staff will not provide any support for hardware, except for software that is required and provided for conducting Town business.

4. Data

All iPads used by Council Members must be equipped with cellular data (3G, 4G, etc.) to allow Council Members to have access to their Town information. The Town will purchase a data plan for all Town-issued devices. Use of the data plan is subject to the same restrictions as use of the device itself.

Data plans for Council Member owned devices shall be provided by the Council Member at their sole expense.

5. Return of Device

Town issued iPads shall be returned to the City Clerk when the individual Council Member’s term and service on the City Council has ended. Upon return of the iPad to the Town and following the preparation of any appropriate backup files, the device will be wiped clean of any and all information at the end of a Council Members term and service.

Town of Atherton

Computer Hardware and Software Policy Agreement for City Council Members

I, the undersigned City Council Member of the Town of Atherton, have been provided a copy of City Council Computer Hardware and Software Policy and understand its contents fully. I accept and understand the terms of the policy and agree to abide by all terms contained in it.

Signature:

Title:

Print Name:

Date:



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: MICHAEL KASHIWAGI, COMMUNITY SERVICES DIRECTOR

DATE: FOR THE MEETING OF FEBRUARY 20, 2013

**SUBJECT: RESOLUTION REQUESTING SUPPORT AND COMMITMENT OF THE
SAN MATEO COUNTY TRANSPORTATION AUTHORITY AND
CALTRAIN JOINT POWERS BOARD TO FUND IMPROVEMENTS
NECESSARY TO ELIMINATE THE HOLD OUT RULE AT THE
ATHERTON STATION**

RECOMMENDATION

Consider adoption of the attached City Council Resolution urging the support and commitment of the San Mateo County Transportation Authority and Caltrain Joint Powers Board to approve funding for necessary improvements to eliminate the hold out rule at the Atherton Station.

DISCUSSION

The January agenda of the Atherton City Council included a colleagues memo by Mayor Elizabeth Lewis and Vice Mayor Jerry Carlson requesting the City Council consider a Resolution reflecting safety concerns and stipulating that the San Mateo County Transportation Authority and Caltrain remove at its earliest possible date the hold out platform and cease the hold out rule for the Atherton Station. This item was also discussed and endorsed by the Atherton Rail Committee at their February 5, 2013 meeting. Accordingly, the attached Resolution was prepared for City Council consideration and action.

FISCAL IMPACTS

No impacts.

Staff Report
February 20, 2013
Page 2 of 2

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Community Services Director

George Rodericks
City Manager

Attachment: Resolution

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON,
STATE OF CALIFORNIA, URGING THE SUPPORT AND COMMITMENT OF
THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY AND
CALTRAIN JOINT POWERS BOARD TO IMPROVE SAFETY FOR
ATHERTON RESIDENTS AND CALTRAIN RIDERSHIP BY APPROVING
FUNDING IN FISCAL YEAR 2013-2014 TO CONSTRUCT NECESSARY
IMPROVEMENTS TO ELIMINATE THE HOLD OUT RULE AT THE
ATHERTON STATION**

WHEREAS, safety has been a top priority of Caltrain; and,

WHEREAS, one of Caltrain's most important safety efforts has been to reconfigure and upgrade older stations to eliminate the "hold out rule"; and,

WHEREAS, previously, the Hayward Park, San Mateo, Redwood City, Menlo Park, Mountain View, California, and Burlingame stations have been upgraded; and,

WHEREAS, significant funds have already been invested in the planning and design of necessary improvements to the Atherton Station; and,

WHEREAS, Atherton, Broadway, and South San Francisco are the only remaining hold out stations on the Caltrain Corridor.

NOW, THEREFORE, BE IT RESOLVED that the Town of Atherton has significant concerns regarding safety issues resulting from the narrow center platform at the Atherton Station and hereby requests that funding to construct necessary improvements to eliminate the hold out rule be included as part of the Fiscal Year 2013-2014 budget.

BE IT FURTHER RESOLVED that the Town of Atherton also supports necessary funding for improvements to the Broadway and South San Francisco stations.

The foregoing resolution was read, considered, and adopted at a regular meeting of the City Council of the Town of Atherton, State of California, on the 20th day of February, 2013, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Elizabeth Lewis, MAYOR
Town of Atherton

ATTEST:

By: _____
Theresa DellaSanta, City Clerk

APPROVED AS TO FORM:

William B. Connors, City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: FEBRUARY 20, 2013

SUBJECT: ADOPTION OF A RESOLUTION APPROVING BUDGET AMENDMENT FOR FY 2012-2013

RECOMMENDATION

Adopt the attached resolution approving a budget amendment to the FY 2012-2013 budget for the transfer of \$20,000 from the Unappropriated General Fund to the Labor Relations Services Account.

BACKGROUND

The current Memorandum of Understanding between the Town of Atherton and the Atherton Police Officers' Association (APOA) expires September 30, 2013. Staff plans to engage a professional services consultant to assist with the negotiations. Funds for this service were not included in the 2012-2013 Operating Budget.

Assuming the Town and the APOA reach agreement, the estimated cost will be less than \$20,000. If the Town and APOA are unable to reach agreement, staff will return to the Council for additional authorization and direction.

FISCAL IMPACT

The transfer represents a transfer from the Town's unappropriated General Fund Balance.

Attachments: Budget Amendment Resolution & Exhibit A

RESOLUTION NO. 13-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON APPROVING BUDGET AMENDMENT
FOR FY 2012/13**

WHEREAS, it is in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2012-2013 Operating Budget be amended as set forth in Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve an amendment to the FY 2012-13 Town Budget to enact the changes identified on Exhibit A attached hereto.

PASSED AND ADOPTED at a meeting of the City Council of the Town of Atherton held on the 20th day of February, 2013 by the following vote:

AYES: Council members:
NOES: Council members:
ABSENT: Council members:

Elizabeth Lewis, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

William B. Conners, City Attorney

EXHIBIT A

**Town of Atherton
Budget Amendment Request**

Transfer \$20,000 From:

**2012/2013
Un-appropriated General Fund Balance**

To:

**2012/2013
Account 101-12-52008-012
Labor Relations Services**



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: THERESA N. DELLASANTA, CITY CLERK

DATE: CITY COUNCIL MEETING OF FEBRUARY 20, 2013

SUBJECT: RESOLUTION TO REJECT CLAIM OF RANJIT PRADHAN

RECOMMENDATION

Adopt Resolution 13-xx denying the claim filed by Ranjit Pradhan for damages.

BACKGROUND

On January 19, 2012, the Town received a claim presented by Elizabeth Schrier on behalf of her daughter Courtney Schrier. On July 26, 2011, Courtney Schrier was eastbound in a crosswalk on the south side of Alejandra Avenue crossing El Camino Real where she was struck by a moving vehicle. Schrier alleged a dangerous condition because there are no traffic controls or an alert to the pedestrian's presence and sought a claim for personal injury damages.

The Association of Bay Area Governments (ABAG) reviewed the claim and determined that incident occurred in the crosswalk crossing El Camino Real, aka SR-82, a *State of California* roadway. The Town Council approved resolution 12-xx, rejecting the claim. A claim rejection notice was sent to the Schrier's on March 30, 2012.

On February 6, 2013, the Town received a claim presented by Ranjit Pradhan for equitable indemnity, implied indemnity, apportionment of fault, and declaratory relief. The claim arises from the motor vehicle accident described above in the case of Courtney Schrier. The motor vehicle in this accident was operated by claimant Ranjit Pradhan.

The Association of Bay Area Governments (ABAG) reviewed the claim presented by Mr. Pradhan and advised the Town to reject the claim.

The key case on point is *Krainock v. Superior Court*, 216 Cal. App. 3d 1472, 1477 (Cal. App. 4th Dist. 1990). *Krainock* involved a case in which a school district cross-complained for indemnity against a codefendant who then sought to file his own cross-complaint for indemnity from the school district. *Krainock*, 216 Cal. App. 3d at 1476-1477. *Krainock* held that a defendant may file a defensive cross-complaint against a public entity without complying with claims requirements. *Krainock's* holding relied heavily upon Van Alstyne's treatise *Cal. Government Tort Liability Practice*.

Staff recommends that Council reject the claim and send notice to his attorney.

FISCAL IMPACT

No fiscal impact.

Prepared By:

Approved:

Theresa DellaSanta
City Clerk

George Rodericks, City Manager

Attachment: Resolution 13-xx rejecting the claim of Ranjit Pradhan

RESOLUTION 13-XX
A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
REJECTING THE CLAIM OF RANJIT PRADHAN AND SENDING A NOTICE
OF REJECTION LETTER

[Re: claim for equitable indemnity, implied indemnity, apportionment of fault, and declaratory relief submitted by Ranjit Pradhan]

BE IT RESOLVED by the City Council of the Town of Atherton that the February 6, 2-2013 claim filed by Catherine Walsh on behalf of claimant Ranjit Pradhan is hereby rejected.

DULY AND REGULARLY ADOPTED this 20th day of February, 2013.

TOWN OF ATHERTON

Elizabeth Lewis, Mayor

ATTEST

Theresa N. DellaSanta, City Clerk



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, DIRECTOR OF PUBLIC WORKS
NEAL J. MARTIN, TOWN PLANNER**

DATE: FEBRUARY 20, 2013

**SUBJECT: CALTRAIN ELECTRIFICATION PROJECT
NOTICE OF PREPARATION COMMENTS**

RECOMMENDATION:

Staff recommends that the City Council request Vice Mayor Carlson work with Planning and Public Works Staff to develop any further comments on the Caltrain Electrification Project Notice of Preparation; and that the City Council request Vice Mayor Carlson to present the Atherton Comment Letter at a Caltrain Scoping Meeting.

BACKGROUND:

As the Council may recall, Caltrain initiated a Modernization Project several years ago that included electrification of the line between San Jose and San Francisco. Draft and Final Environmental Impact Reports complying with the National Environmental Protection Act were prepared. However, Draft and Final EIR's complying with the California Environmental Quality Act (CEQA) have not yet been certified. At the Mayor's request Mike Kashiwagi and Neal Martin prepared a letter for the Mayor's and City Manager's signature outlining the Town of Atherton Issues and Concerns related to the Caltrain Modernization Program and Electrification Project. That letter was sent to Caltrain on November 14, 2012.

Caltrain has subsequently made the decision to prepare a new Environmental Impact Report (EIR) complying with CEQA. They have hired the firm ICF International to complete the EIR and the environmental review process. Caltrain will be holding four scoping meetings as required by CEQA in the near future at different locations along the route.

On January 30, 2013 Mr. Kashiwagi and Mr. Martin met with Stacey Cocke, Senior Planner with

the Caltrain Modernization Program and Rich Walter, Principal with ICF International to discuss the Atherton issues and concerns described in the November 14, 2012 letter. At Mr. Kashiwagi's request, Ms. Cocke stated that she would prepare a response to the November 14, 2012 letter before February 18, 2013.

ANALYSIS:

On January 31, 2013 Caltrain issued a formal Notice of Preparation (NOP) for an Environmental Impact Report for the Peninsula Corridor Electrification Project. As stated in the NOP, "The project would electrify the Peninsula Corridor from San Francisco's 4th and King Caltrain Station to approximately the Tamien Caltrain Station, convert diesel-hauled to Electric Multiple Unit trains, and increase service up to six Caltrain trains per peak hour per direction by 2019. While the electrification project itself does not include high speed rail service, the EIR cumulative analysis will conceptually evaluate future blended service of Caltrain and high-speed rail on the Caltrain Peninsula Corridor."

Issuance of an NOP starts the formal EIR process. While Atherton previously sent a comment letter to Caltrain addressing the Electrification Project, it would be appropriate to send another letter addressing Atherton's current issues and concerns as well as comments on the scope and content of the EIR during the NOP public comment period. The public comment period ends March 18, 2013.

Vice Mayor Carlson has volunteered to take the lead role in guiding preparation of the Atherton comment letter. It is suggested that the City Council authorize Vice Mayor Carlson to attend the Scoping meeting and submit Atherton comments. It is suggested that the Public Works Director and Town Planner work with Vice Mayor Carlson to prepare the draft comment letter. The Atherton Rail Committee has provided some preliminary comments consistent with comments on the prior letter. At the last Atherton Rail Committee meeting the Committee was asked to direct any further comments to Vice Mayor Carlson for potential inclusion in the draft letter or his presentation at the Scoping Meeting on February 27, 2013.

FISCAL IMPACT:

Costs associated with the preparation of this report and comment letter are charged to the General Fund.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

George Rodericks, City Manager

Neal Martin
Town Planner

Attachments:

1. November 14, 2012 Comment Letter
2. Draft NOP Comment Letter



Town of Atherton

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

November 14, 2012

Ms Marian Lee
Executive Director, Caltrain Modernization Program
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070

Subject: Town of Atherton Issues and Concerns Related to the Caltrain Modernization Program and Electrification Project

Dear Ms Lee:

The Town of Atherton has several issues and concerns related to the Caltrain Modernization Project. We respectfully request these issues and concerns are included and addressed in the NEPA and CEQA environmental document updates Caltrain will be preparing for the Caltrain Modernization and Electrification Project.

It is our understanding that Draft and Final Environmental Impact Reports complying with the National Environmental Protection Act have been prepared. However, Draft and Final EIR's complying with the California Environmental Quality Act have not yet been certified. Notwithstanding the previous environmental studies submitted, it is our belief and understanding that both documents will require modification and updates due to linkages the electrification project now has with possible future High Speed Rail (HSR) construction and operations resulting from recent funding commitments received through SB 1029 as well as the Caltrain/HSR Blended System studies currently underway.

Atherton is concerned that the proposed electrification project could be the possible first phase for the potential construction and operation of HSR in the Peninsula Caltrain Corridor. Therefore, we believe that any environmental analysis of the electrification component should address the cumulative effects of HSR as part of the analysis. In particular, the analysis should address:

1. The timing and process for the fulfillment of Caltrain promises to restore service to the Atherton Station, including improved safety measures such as the removal of the existing hold-out station and the protection of the Watkins Avenue grade crossing by the installation of quad gates.

2. The number of tracks in addition to the two existing through Atherton and the impacts of a three-track and a four-track alternative through the Town.
3. The possibility that the modernization program would require grade separation of existing at-grade crossings or other improvements must be thoroughly studied, analyzed, and mitigated to address safety issues associated with the increased potential of life threatening train, vehicle, and pedestrian conflicts. This includes additional crossing downtime that may delay emergency service response. Identify the conditions necessitating grade separations and specific ROW property acquisition requirements.
4. The visual impact of the electrification infrastructure and the alternatives to the proposed Caltrain “Y” shaped electrification power poles. Will the “Y” shaped electrification power poles and their amperage and voltage usage be compatible with HSR’s catenaries across the entire right-of-way and the HSR system’s different electrical specifications? Are there less obtrusive design options?
5. The impacts to the existing Town Center facilities and operations. The Town’s Corporation Yard and Permit Center (housing the Building, Public Works and Planning Departments) are located adjacent to the existing Caltrain tracks. In addition, the Town is in the initial stages of master planning for a new and expanded Town Center complex. Therefore, impacts and potential constraints must also be identified, studied and assessed, including the potential construction phase impacts.
6. What project alternatives trigger acquisition of additional right-of-way within the Town, including the location of electrical equipment? Are less intrusive designs possible?
7. The impact to existing trees and the loss of heritage trees. In Atherton, a heritage tree is defined as one with a circumference of 48” measured 48” above the ground. The analysis should address ongoing maintenance requirements.
8. The impact to the historically significant Atherton Train Station.
9. The plan for accommodating parking once regular service is restored to Atherton.
10. Alternative vehicle and propulsion systems. There should be a separate credible economic analysis of electrification vs. EMU, DMU, and DEMU alternatives. Modern state-of-the-art conventional diesel-electric locomotives (low emission, fuel efficient) hauling lightweight passenger cars (with waiver similar to that granted to Caltrain for EMUs).
11. Noise and vibration impacts through this residential zone.
12. A separate study of impacts to Atherton home and property values along the Caltrain right-of-way.
13. The Dumbarton corridor must be included in the modernization program. The impacts of that option should be analyzed including plans for building a holding track up to Fair Oaks Lane or beyond.

In addition to the issues and concerns stated above, we have the following questions related to funding, process and timing:

1. What is the current status of funding necessary to construct the electrification and modernization project? Please provide data on the sources and uses of funds for the construction and capitalization of the project.
2. What is the schedule for preparation and circulation of the Draft and Final EIR?
3. What is the schedule for design and construction of the project?
4. What is the process for stakeholder input and dialogue?
5. Who are the project decision makers?
6. What are the projected changes in operating costs that will be achieved through electrification?
7. Will JPB commit to following current EIR requirements regardless of future actions which may be taken by the Governor and State Legislature?
8. Union Pacific's response to electrification and intercity commute use by HSR. Future plans for increased freight usage.
9. Signing of individual community Development Agreements to mutually agree to the handling of each community's issues
10. Is there a "Plan B" if use of Prop 1A funds is found to be "illegal"?

Thank you for your attention to this matter. We will be happy to meet with you at your convenience to discuss our issues and concerns in more detail.

Sincerely,

Bill Widmer
Mayor, Town of Atherton

George Rodericks
City Manager

Cc: Atherton City Council
Atherton Rail Committee
Michael Kashiwagi, Director of Public Works
Neal Martin, Town Planner
Lisa Costa Sanders, Deputy Town Planner
Richard Hackman, City of Palo Alto



Town of Atherton

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

February __, 2013

Peninsula Corridor Joint Powers Board (Caltrain)
Attn: Stacy Cocke, Senior Planner
1250 San Carlos Avenue
P. O. Box 3006
San Carlos, CA 94070-1306

Subject: Town of Atherton Response to Notice of Preparation

Dear Ms. Cocke:

The Town of Atherton has several issues and concerns related to the Caltrain Modernization Project. We respectfully request these issues and concerns be included and addressed in the CEQA Environmental Impact Report that Caltrain will be preparing for the Peninsula Corridor Electrification Project.

It is our understanding that the Peninsula Corridor Joint Powers Board has decided to prepare an Environmental Impact Report complying with the California Environmental Quality Act.

Caltrain representatives have stated that the proposed electrification project would be the first phase for the potential construction and operation of HSR in the Peninsula Caltrain Corridor. Therefore, we believe that any environmental analysis of the electrification component should address the cumulative effects of HSR as part of the analysis. In particular, the analysis should address:

1. The fulfillment of Caltrain promises for restoration of service to the Atherton station with estimates of timing and process. The fulfillment of Caltrain promises for restoration of service to the Atherton Station, including protection of passengers at the Station by dividing northbound and southbound platforms, and the protection of the Watkins Avenue grade crossing by the installation of quad gates.
2. The number of tracks in addition to the two existing through Atherton and the impacts of a three-track and possibly a four-track alternative through the Town.
3. The possibility that the modernization program would require grade separation of existing at-grade crossings or other improvements must be thoroughly studied, analyzed, and mitigated to address safety issues associated with the increased potential of life threatening train, vehicle, and pedestrian conflicts, including additional crossing downtime that may delay emergency service response. Identify the conditions necessitating grade separations and specific ROW property acquisition requirements.
4. The visual impact of the electrification infrastructure and the alternatives to the proposed Caltrain "Y" shaped electrification power poles. Will the "Y" shaped electrification

power poles and their amperage and voltage usage be compatible with HSR's catenaries across the entire right-of-way and the HSR system's different electrical specifications?

5. The impacts to the existing Town Center facilities and operations. The Town's Corporation Yard and Permit Center (housing the Building, Public Works and Planning Departments) are located adjacent to the existing Caltrain tracks. In addition, the Town is in the initial stages of master planning for a new and expanded Town Center complex. Therefore, impacts and potential constraints must also be identified, studied and assessed, including the potential construction phase impacts.
6. What project alternatives trigger acquisition of additional right-of-way within the Town, including the location of electrical equipment? Are less intrusive designs possible?
7. The impact to existing trees and the loss of heritage trees. In Atherton, a heritage tree is defined as one with a circumference of 48". The analysis should address ongoing maintenance requirements.
8. The impact to the historically significant Atherton Train Station.
9. The plan for accommodating parking once regular service is restored to Atherton.
10. Alternative vehicle and propulsion systems. There should be a separate credible economic analysis of electrification vs. EMU, DMU, and DEMU alternatives. Modern state-of-the-art conventional diesel-electric locomotives (low emission, fuel efficient) hauling light weight passenger cars (with waiver similar to that granted to Caltrain for EMUs).
11. Noise and vibration impacts through this residential zone.
12. A separate study of impacts to Atherton home and property values along the Caltrain right-of-way.
13. The Dumbarton corridor must be included in the modernization program. The impacts of that option should be analyzed including plans for building a holding track up to Fair Oaks Lane or beyond.

In addition to the environmental issues and concerns stated above, we have the following questions related to funding, process and timing:

1. What is the current status of funding necessary to construct the electrification and modernization project? Please provide data on the sources and uses of funds for the construction and capitalization of the project.
- 2.
3. What are the projected changes in operating costs that will be achieved through electrification?
4. Will JPB commit to following current EIR requirements regardless of future actions which may be taken by the Governor and State Legislature?
5. Union Pacific's response to electrification and intercity commute use by HSR. Future plans for increased freight usage.
6. Signing of individual community Development Agreements to mutually agree to the handling of each community's issues
7. Is there a "Plan B" if use of Prop 1A funds are found to be "illegal"

Thank you for your attention to this matter. We will be happy to meet with you at your convenience to discuss our issues and concerns in more detail.

Sincerely,

Elizabeth Lewis
Mayor, Town of Atherton

George Rodericks
City Manager

Cc: Atherton City Council
Atherton Rail Committee
Michael Kashiwagi, Atherton Director of Public Works
Neal Martin, Atherton Town Planner
Lisa Costa Sanders, Atherton Deputy Town Planner



Item 23 Town of Atherton

Staff Report for City Council Meeting

TO: Mayor and Council Members
City Manager

FROM: Theresa DellaSanta, City Clerk

DATE: **February 20, 2013**

SUBJECT: Appointments:
Transportation Committee Appointment
Community Center Advisory Committee

Recommendation

- 1.** Appoint one (1) member to fill the vacancy on the Transportation Committee; and
- 2.** Appoint two (2) Council Members to the CCAC.

Background

Transportation Committee Appointment

The City Council held a special meeting on August 9, 2012 to fill vacancies on Town committees and commissions. Since the meeting, one member of the Transportation Committee has vacated his seat. This particular member was appointed to fill a term that began on 08/09/12 and is due to expire on June 30, 2016.

The City Council resolution governing committees and commissions states, "Vacancies in any committee or commission arising from any reason, including expiration of term, shall be filled by temporary appointment of the City Council, or by annual recruitment."

The Transportation Committee vacancy has garnered two applications. It should be noted that one application was considered during the 2012 annual recruitment; however this particular applicant withdrew his application to allow a longtime Transportation member whose term limit expired to continue his role.

The applicants are:

Alex (Sandy) Kaye – 2012 annual recruitment applicant
Gary Lauder – New applicant

The Council may consider appointing a member on a temporary basis until the 2013 annual recruitment; appoint a member on a permanent basis to fill the term until June 30, 2016; or choose not to fill the vacancy until completion of the annual recruitment.

Community Center Advisory Committee (CCAC)

The City Council held a special meeting on February 12, 2013 to form the CCAC, set its charter, and provide feedback to staff on the committee size and selection process. Following the formation of the CCAC and Council direction, staff has opened the resident recruitment with a closing date in late March (30 days following the posting of a postcard to the community) and will schedule a special City Council meeting (TBD) to review the applications and appoint the resident members. In advance of the special meeting, staff recommends appointment of the two Council Members that will serve on the CCAC.

The City Council approved the following charter provisions for the CCAC:

- a. Assist staff in the development of a master planning process to determine the key issues that need to be addressed by the community as well as a process for keeping the community at large informed and involved.
- b. Work with staff to solicit feedback through tools such as surveys, community gatherings, and workshops to disseminate information regarding the key issues and questions involved in the development of a Master Plan for the proposed new Community Center.
- c. Engage in public outreach to solicit substantive feedback and opinions on the Master Plan and the Community Center project and provide Council with a summary of findings for consideration. Support staff with updates for the Town website and periodic updates for residents.
- d. The CCAC may form Ad Hoc Subcommittees and/or host community workshops to involve a broader base of residents for the purposes of information gathering on specific issues, thus creating more community involvement and more in-depth visioning.
- e. Once the Council adopts a Master Plan, the CCAC will continue to work with staff to coordinate public outreach and collect resident input during the design phase of the Community Center project.
- f. Assist in discussion about the short-term improvements needed for the Library and Town Center facilities.

The 9-member Committee includes two City Council Members. As with other Council Member selection for City Committees, City Council representatives and any alternates on committees are selected by the Mayor and approved by the City Council to serve a one (1) year term. Alternates participate on committees in the absence of the appointed Council Members.

Prepared By:

Approved:

Theresa DellaSanta
City Clerk

George Rodericks
City Manager

ATTACHMENTS: Applications

TOWN OF ATHERTON

APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE



Name: Alex R. (SANDY) Kaye

Address: [REDACTED]

Home Telephone: [REDACTED] Date: June 5, 2012

Work Telephone: [REDACTED] ² Between 10am - 7pm Mon - Friday

Are you registered to vote in the Town of Atherton? Yes X No

I am applying for a position on the (check one):

- Planning Commission
- Park and Recreation Commission
- General Plan Committee
- Arts Committee
- Other: Traffic

TO THE APPLICANT:

This application form is intended to provide you with information about the body on which you would like to serve. The completed application will also help the interviewing Council Members learn more about you. In responding to the questions here, please feel free to use separate sheets of paper to expand on your answers if you wish to do so.

1. Why do you want to serve on the body for which you are submitting your application? What particular skills, interest or experience would you bring to it if selected?

There is a need to improve the infrastructure in Atherton.
Background: Was Executive Vice president of Field Enterprises Corporation, at that time the world's largest privately held Publishing company. We owned the Chicago Sun Times, Daily News, World Book Encyclopedia, New York post and 20 other companies. Retired at the age of 40. Now serve as Founder and Board Chairman of Porta-Bote International, the largest manufacturer of portable boats worldwide.

Already served on the General Plan. Was instrumental with Jim Dobie in setting the construction hours and days companies would be allowed to operate within the town.

For more background information:

http://businessweek.com/smallbiz/content/nov2004/sb20041111_5502.htm

2. Have you attended any meeting of the body on which you wish to serve?

- Yes
- No

3. Have you reviewed the minutes of the past meetings of the body on which you wish to serve? (Minutes and past agendas of Town bodies are available for review at Town Hall during normal business hours.)

Yes No

4. Have you spoken with any current or former members of the body on which you wish to serve about service on that body?

Yes No

5. Do you believe that other time demands might interfere with your ability to devote the time necessary to serve if you are selected?

Possibly No

6. Vacancies occur periodically on Town bodies. If you are not selected for the position for which you are applying, would you like to be considered for future vacancies occurring within one year of the date of this applications?

No Yes, for (check as many as you wish):

- Planning Commission
- Park and Recreation Commission
- General Plan Committee
- Arts Committee
- Other:

FOR YOUR INFORMATION:

The two-member screening committee of the Council will interview all applicants, if feasible. The Committee makes its recommendation of the person or persons to fill the existing vacancies to the full Council. The recommendation is not binding, although it is usually followed. Council Members may nominate others for appointment.

Council Members and Planning Commissioners must annually file a "Statement of Economic Interests", which is a public document and is forwarded to the Fair Political Practices Commission. All members of Town Commissions/Committees must be registered voters and reside in Atherton.

Service on Town bodies is without compensation. Application for reimbursement by the Town for expenses incurred in Town service may be made on forms available from the City Clerk. There is no assurance that expenses will be reimbursed.

Length of service on Town bodies is controlled by ordinance or resolution. Persons appointed may be reappointed within the restrictions of the ordinance. The fact that an individual is appointed does not necessarily mean the individual will be re-appointed. Copies of appropriate ordinances, (and statutes, if applicable) are available from the City Clerk.

TOWN OF ATHERTON

APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

Date: 11/19/12

Name: Gary Lauder

Address: [REDACTED], Atherton, CA 94027-4036

Home Telephone: [REDACTED] Work Telephone: [REDACTED]

E-mail address (optional): gary@lauderpartners.com

Are you registered to vote in the Town of Atherton? Yes No

I am applying for a position on the (check one):

- | | |
|---|--|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Park and Recreation Commission |
| <input type="checkbox"/> General Plan Committee | <input type="checkbox"/> Arts Committee |
| <input type="checkbox"/> Audit Committee | <input checked="" type="checkbox"/> Other: <u>Transportation</u> |

TO THE APPLICANT:

This application form is intended to provide you with information about the body on which you would like to serve. The completed application will also help the interviewing Council Members learn more about you. In responding to the questions here, please feel free to use separate sheets of paper to expand on your answers if you wish to do so.

1. Why do you want to serve on the body for which you are submitting your application?
What particular skills, interest or experience would you bring to it if selected?

I have always had an interest in transportation issues, and have gotten involved in trying to improve Atherton's traffic. I think I could be more effective if I were to be on the committee.

Recent presentations: <http://www.youtube.com/watch?v=9tsLS89MhDk> , <http://bitly.com/GML-TEDx>

Older presentation: http://www.ted.com/talks/gary_lauder_s_new_traffic_sign_take_turns.html

2. Have you attended any meeting of the body on which you wish to serve?

Yes No

3. Have you reviewed the minutes of the past meetings of the body on which you wish to serve?
(Minutes and past agendas of Town bodies are available for review on the Town website at www.ci.atherton.ca.us and at Town Hall during normal business hours.)

Yes No



Item 24 Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: FEBRUARY 20, 2013

SUBJECT: FEE WAIVER REQUEST – END OF YEAR PICNIC FOR
GRADUATING 5TH GRADERS @ ENCINAL SCHOOL
USE OF HPP CARRIAGE HOUSE

RECOMMENDATION:

1. Consider the request; and
2. Adopt a motion granting a waiver of the rental fee for the Carriage House in the amount of \$250; or
3. Deny the request.

BACKGROUND/FINDINGS

By Resolution the Town established a schedule of master fees. Pursuant to the Resolution, only the City Council has the authority to waive a fee.

The Town received a request (attached) for a fee waiver in connection with an end-of-school year picnic for graduating 5th graders at Encinal. The group would like to hold the event at Holbrook Palmer Park in the Carriage House. The group has advised that the \$250 fee for rental represents a significant portion of the budget for the event. The group has requested a reduction and/or waiver of the fee. Park fees are charged uniformly to all groups using the facility. Council approval is required to waive a fee.

The Council should give careful consideration to requests for fee waivers.

FISCAL IMPACT

The overall budget for Park Fees in Fiscal Year 2012/13 is \$76,000. Of this amount, \$35,000 is attributable to Social Fees, \$30,000 to Meeting Fees, \$1,000 to Miscellaneous Use Fees, and \$10,000 to Class Fees.

ATTACHMENTS

- Fee Waiver Request

Encinal

Parent Teacher Organization



February 7, 2013

Dear Mr. Rodericks,

We are currently organizing an end-of-year picnic for graduating 5th graders from Encinal School, to be held in Holbrook Palmer Park. The event is scheduled to occur during school hours (10am – 2pm) on the 11th of June. We are writing to respectfully request the \$250 event fee be waived as this event is offered to students free of charge, hosted by the PTO which is supported by parent donations. We anticipate 170 students to attend, along with their teachers and approximately 15 parent volunteers. Students will enjoy games, music (in accordance with the sound ordinance), and lunch.

Your consideration of our request is greatly appreciated. Should you decide to waive the fee, we will recognize this contribution in all printed and online materials advertising the event to families and the school community.

Thank you and best regards,

Amy Cramer & Joan Solari

Amy Cramer & Joan Solari
5th Grade Picnic Coordinators

All donations to the Encinal School PTO are tax deductible.
Encinal PTO's TAX ID 20-1194660



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: FEBRUARY 20, 2013

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING BUDGET
AMENDMENT FOR FY 2012-2013**

RECOMMENDATION

Adopt the attached resolution approving a budget amendment to the FY 2012-2013 budget for the transfer of \$20,000 from the Unappropriated General Fund to the Labor Relations Services Account.

BACKGROUND

The current Memorandum of Understanding between the Town of Atherton and the Atherton Police Officers' Association (APOA) expires September 30, 2013. Staff plans to engage a professional services consultant to assist with the negotiations. Funds for this service were not included in the 2012-2013 Operating Budget.

Assuming the Town and the APOA reach agreement, the estimated cost will be less than \$20,000. If the Town and APOA are unable to reach agreement, staff will return to the Council for additional authorization and direction.

FISCAL IMPACT

Should the City Council approve the transfer of \$20,000.00 from the General Fund to the police department's Disaster/Emergency fund, it represents a reduction in the Town's General Fund of \$20,000.

Attachments: Budget Amendment Resolution & Exhibit A

RESOLUTION NO. 13-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON APPROVING BUDGET AMENDMENT
FOR FY 2012/13**

WHEREAS, it is in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2012-2013 Operating Budget be amended as set forth in Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve an amendment to the FY 2012-13 Town Budget to enact the changes identified on Exhibit A attached hereto.

PASSED AND ADOPTED at a meeting of the City Council of the Town of Atherton held on the 20th day of February, 2013 by the following vote:

AYES: Council members:
NOES: Council members:
ABSENT: Council members:

Elizabeth Lewis, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

William B. Conners, City Attorney

EXHIBIT A

**Town of Atherton
Budget Amendment Request**

Transfer \$20,000 From:

**2012/2013
Un-appropriated General Fund Balance**

To:

**2012/2013
Account 101-12-52008-012
Labor Relations Services**



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: THERESA N. DELLASANTA, CITY CLERK

DATE: CITY COUNCIL MEETING OF FEBRUARY 20, 2013

SUBJECT: RESOLUTION TO REJECT CLAIM OF RANJIT PRADHAN

RECOMMENDATION

Adopt Resolution 13-xx denying the claim filed by Ranjit Pradhan for damages.

BACKGROUND

On January 19, 2012, the Town received a claim presented by Elizabeth Schrier on behalf of her daughter Courtney Schrier. On July 26, 2011, Courtney Schrier was eastbound in a crosswalk on the south side of Alejandra Avenue crossing El Camino Real where she was struck by a moving vehicle. Schrier alleged a dangerous condition because there are no traffic controls or an alert to the pedestrian's presence and sought a claim for personal injury damages.

The Association of Bay Area Governments (ABAG) reviewed the claim and determined that incident occurred in the crosswalk crossing El Camino Real, aka SR-82, a *State of California* roadway. The Town Council approved resolution 12-xx, rejecting the claim. A claim rejection notice was sent to the Schrier's on March 30, 2012.

On February 6, 2013, the Town received a claim presented by Ranjit Pradhan for equitable indemnity, implied indemnity, apportionment of fault, and declaratory relief. The claim arises from the motor vehicle accident described above in the case of Courtney Schrier. The motor vehicle in this accident was operated by claimant Ranjit Pradhan.

The Association of Bay Area Governments (ABAG) reviewed the claim presented by Mr. Pradhan and advised the Town to reject the claim.

The key case on point is *Krainock v. Superior Court*, 216 Cal. App. 3d 1472, 1477 (Cal. App. 4th Dist. 1990). *Krainock* involved a case in which a school district cross-complained for indemnity against a codefendant who then sought to file his own cross-complaint for indemnity from the school district. *Krainock*, 216 Cal. App. 3d at 1476-1477. *Krainock* held that a defendant may file a defensive cross-complaint against a public entity without complying with claims requirements. *Krainock's* holding relied heavily upon Van Alstyne's treatise *Cal. Government Tort Liability Practice*.

Staff recommends that Council reject the claim and send notice to his attorney.

FISCAL IMPACT

No fiscal impact.

Prepared By:

Approved:

Theresa DellaSanta
City Clerk

George Rodericks, City Manager

Attachment: Resolution 13-xx rejecting the claim of Ranjit Pradhan

RESOLUTION 13-XX
A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
REJECTING THE CLAIM OF RANJIT PRADHAN AND SENDING A NOTICE
OF REJECTION LETTER

[Re: claim for equitable indemnity, implied indemnity, apportionment of fault, and declaratory relief submitted by Ranjit Pradhan]

BE IT RESOLVED by the City Council of the Town of Atherton that the February 6, 2-2013 claim filed by Catherine Walsh on behalf of claimant Ranjit Pradhan is hereby rejected.

DULY AND REGULARLY ADOPTED this 20th day of February, 2013.

TOWN OF ATHERTON

Elizabeth Lewis, Mayor

ATTEST

Theresa N. DellaSanta, City Clerk



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, DIRECTOR OF PUBLIC WORKS
NEAL J. MARTIN, TOWN PLANNER**

DATE: FEBRUARY 20, 2013

**SUBJECT: CALTRAIN ELECTRIFICATION PROJECT
NOTICE OF PREPARATION COMMENTS**

RECOMMENDATION:

Staff recommends that the City Council request Vice Mayor Carlson work with Planning and Public Works Staff to develop any further comments on the Caltrain Electrification Project Notice of Preparation; and that the City Council request Vice Mayor Carlson to present the Atherton Comment Letter at a Caltrain Scoping Meeting.

BACKGROUND:

As the Council may recall, Caltrain initiated a Modernization Project several years ago that included electrification of the line between San Jose and San Francisco. Draft and Final Environmental Impact Reports complying with the National Environmental Protection Act were prepared. However, Draft and Final EIR's complying with the California Environmental Quality Act (CEQA) have not yet been certified. At the Mayor's request Mike Kashiwagi and Neal Martin prepared a letter for the Mayor's and City Manager's signature outlining the Town of Atherton Issues and Concerns related to the Caltrain Modernization Program and Electrification Project. That letter was sent to Caltrain on November 14, 2012.

Caltrain has subsequently made the decision to prepare a new Environmental Impact Report (EIR) complying with CEQA. They have hired the firm ICF International to complete the EIR and the environmental review process. Caltrain will be holding four scoping meetings as required by CEQA in the near future at different locations along the route.

On January 30, 2013 Mr. Kashiwagi and Mr. Martin met with Stacey Cocke, Senior Planner with

the Caltrain Modernization Program and Rich Walter, Principal with ICF International to discuss the Atherton issues and concerns described in the November 14, 2012 letter. At Mr. Kashiwagi's request, Ms. Cocke stated that she would prepare a response to the November 14, 2012 letter before February 18, 2013.

ANALYSIS:

On January 31, 2013 Caltrain issued a formal Notice of Preparation (NOP) for an Environmental Impact Report for the Peninsula Corridor Electrification Project. As stated in the NOP, "The project would electrify the Peninsula Corridor from San Francisco's 4th and King Caltrain Station to approximately the Tamien Caltrain Station, convert diesel-hauled to Electric Multiple Unit trains, and increase service up to six Caltrain trains per peak hour per direction by 2019. While the electrification project itself does not include high speed rail service, the EIR cumulative analysis will conceptually evaluate future blended service of Caltrain and high-speed rail on the Caltrain Peninsula Corridor."

Issuance of an NOP starts the formal EIR process. While Atherton previously sent a comment letter to Caltrain addressing the Electrification Project, it would be appropriate to send another letter addressing Atherton's current issues and concerns as well as comments on the scope and content of the EIR during the NOP public comment period. The public comment period ends March 18, 2013.

Vice Mayor Carlson has volunteered to take the lead role in guiding preparation of the Atherton comment letter. It is suggested that the City Council authorize Vice Mayor Carlson to attend the Scoping meeting and submit Atherton comments. It is suggested that the Public Works Director and Town Planner work with Vice Mayor Carlson to prepare the draft comment letter. The Atherton Rail Committee has provided some preliminary comments consistent with comments on the prior letter. At the last Atherton Rail Committee meeting the Committee was asked to direct any further comments to Vice Mayor Carlson for potential inclusion in the draft letter or his presentation at the Scoping Meeting on February 27, 2013.

FISCAL IMPACT:

Costs associated with the preparation of this report and comment letter are charged to the General Fund.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

George Rodericks, City Manager

Neal Martin
Town Planner

Attachments:

1. November 14, 2012 Comment Letter
2. Draft NOP Comment Letter



Town of Atherton

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

November 14, 2012

Ms Marian Lee
Executive Director, Caltrain Modernization Program
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070

Subject: Town of Atherton Issues and Concerns Related to the Caltrain Modernization Program and Electrification Project

Dear Ms Lee:

The Town of Atherton has several issues and concerns related to the Caltrain Modernization Project. We respectfully request these issues and concerns are included and addressed in the NEPA and CEQA environmental document updates Caltrain will be preparing for the Caltrain Modernization and Electrification Project.

It is our understanding that Draft and Final Environmental Impact Reports complying with the National Environmental Protection Act have been prepared. However, Draft and Final EIR's complying with the California Environmental Quality Act have not yet been certified. Notwithstanding the previous environmental studies submitted, it is our belief and understanding that both documents will require modification and updates due to linkages the electrification project now has with possible future High Speed Rail (HSR) construction and operations resulting from recent funding commitments received through SB 1029 as well as the Caltrain/HSR Blended System studies currently underway.

Atherton is concerned that the proposed electrification project could be the possible first phase for the potential construction and operation of HSR in the Peninsula Caltrain Corridor. Therefore, we believe that any environmental analysis of the electrification component should address the cumulative effects of HSR as part of the analysis. In particular, the analysis should address:

1. The timing and process for the fulfillment of Caltrain promises to restore service to the Atherton Station, including improved safety measures such as the removal of the existing hold-out station and the protection of the Watkins Avenue grade crossing by the installation of quad gates.

2. The number of tracks in addition to the two existing through Atherton and the impacts of a three-track and a four-track alternative through the Town.
3. The possibility that the modernization program would require grade separation of existing at-grade crossings or other improvements must be thoroughly studied, analyzed, and mitigated to address safety issues associated with the increased potential of life threatening train, vehicle, and pedestrian conflicts. This includes additional crossing downtime that may delay emergency service response. Identify the conditions necessitating grade separations and specific ROW property acquisition requirements.
4. The visual impact of the electrification infrastructure and the alternatives to the proposed Caltrain “Y” shaped electrification power poles. Will the “Y” shaped electrification power poles and their amperage and voltage usage be compatible with HSR’s catenaries across the entire right-of-way and the HSR system’s different electrical specifications? Are there less obtrusive design options?
5. The impacts to the existing Town Center facilities and operations. The Town’s Corporation Yard and Permit Center (housing the Building, Public Works and Planning Departments) are located adjacent to the existing Caltrain tracks. In addition, the Town is in the initial stages of master planning for a new and expanded Town Center complex. Therefore, impacts and potential constraints must also be identified, studied and assessed, including the potential construction phase impacts.
6. What project alternatives trigger acquisition of additional right-of-way within the Town, including the location of electrical equipment? Are less intrusive designs possible?
7. The impact to existing trees and the loss of heritage trees. In Atherton, a heritage tree is defined as one with a circumference of 48” measured 48” above the ground. The analysis should address ongoing maintenance requirements.
8. The impact to the historically significant Atherton Train Station.
9. The plan for accommodating parking once regular service is restored to Atherton.
10. Alternative vehicle and propulsion systems. There should be a separate credible economic analysis of electrification vs. EMU, DMU, and DEMU alternatives. Modern state-of-the-art conventional diesel-electric locomotives (low emission, fuel efficient) hauling lightweight passenger cars (with waiver similar to that granted to Caltrain for EMUs).
11. Noise and vibration impacts through this residential zone.
12. A separate study of impacts to Atherton home and property values along the Caltrain right-of-way.
13. The Dumbarton corridor must be included in the modernization program. The impacts of that option should be analyzed including plans for building a holding track up to Fair Oaks Lane or beyond.

In addition to the issues and concerns stated above, we have the following questions related to funding, process and timing:

1. What is the current status of funding necessary to construct the electrification and modernization project? Please provide data on the sources and uses of funds for the construction and capitalization of the project.
2. What is the schedule for preparation and circulation of the Draft and Final EIR?
3. What is the schedule for design and construction of the project?
4. What is the process for stakeholder input and dialogue?
5. Who are the project decision makers?
6. What are the projected changes in operating costs that will be achieved through electrification?
7. Will JPB commit to following current EIR requirements regardless of future actions which may be taken by the Governor and State Legislature?
8. Union Pacific's response to electrification and intercity commute use by HSR. Future plans for increased freight usage.
9. Signing of individual community Development Agreements to mutually agree to the handling of each community's issues
10. Is there a "Plan B" if use of Prop 1A funds is found to be "illegal"?

Thank you for your attention to this matter. We will be happy to meet with you at your convenience to discuss our issues and concerns in more detail.

Sincerely,

Bill Widmer
Mayor, Town of Atherton

George Rodericks
City Manager

Cc: Atherton City Council
Atherton Rail Committee
Michael Kashiwagi, Director of Public Works
Neal Martin, Town Planner
Lisa Costa Sanders, Deputy Town Planner
Richard Hackman, City of Palo Alto



Town of Atherton

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

February __, 2013

Peninsula Corridor Joint Powers Board (Caltrain)
Attn: Stacy Cocke, Senior Planner
1250 San Carlos Avenue
P. O. Box 3006
San Carlos, CA 94070-1306

Subject: Town of Atherton Response to Notice of Preparation

Dear Ms. Cocke:

The Town of Atherton has several issues and concerns related to the Caltrain Modernization Project. We respectfully request these issues and concerns be included and addressed in the CEQA Environmental Impact Report that Caltrain will be preparing for the Peninsula Corridor Electrification Project.

It is our understanding that the Peninsula Corridor Joint Powers Board has decided to prepare an Environmental Impact Report complying with the California Environmental Quality Act.

Caltrain representatives have stated that the proposed electrification project would be the first phase for the potential construction and operation of HSR in the Peninsula Caltrain Corridor. Therefore, we believe that any environmental analysis of the electrification component should address the cumulative effects of HSR as part of the analysis. In particular, the analysis should address:

1. The fulfillment of Caltrain promises for restoration of service to the Atherton station with estimates of timing and process. The fulfillment of Caltrain promises for restoration of service to the Atherton Station, including protection of passengers at the Station by dividing northbound and southbound platforms, and the protection of the Watkins Avenue grade crossing by the installation of quad gates.
2. The number of tracks in addition to the two existing through Atherton and the impacts of a three-track and possibly a four-track alternative through the Town.
3. The possibility that the modernization program would require grade separation of existing at-grade crossings or other improvements must be thoroughly studied, analyzed, and mitigated to address safety issues associated with the increased potential of life threatening train, vehicle, and pedestrian conflicts, including additional crossing downtime that may delay emergency service response. Identify the conditions necessitating grade separations and specific ROW property acquisition requirements.
4. The visual impact of the electrification infrastructure and the alternatives to the proposed Caltrain "Y" shaped electrification power poles. Will the "Y" shaped electrification

power poles and their amperage and voltage usage be compatible with HSR's catenaries across the entire right-of-way and the HSR system's different electrical specifications?

5. The impacts to the existing Town Center facilities and operations. The Town's Corporation Yard and Permit Center (housing the Building, Public Works and Planning Departments) are located adjacent to the existing Caltrain tracks. In addition, the Town is in the initial stages of master planning for a new and expanded Town Center complex. Therefore, impacts and potential constraints must also be identified, studied and assessed, including the potential construction phase impacts.
6. What project alternatives trigger acquisition of additional right-of-way within the Town, including the location of electrical equipment? Are less intrusive designs possible?
7. The impact to existing trees and the loss of heritage trees. In Atherton, a heritage tree is defined as one with a circumference of 48". The analysis should address ongoing maintenance requirements.
8. The impact to the historically significant Atherton Train Station.
9. The plan for accommodating parking once regular service is restored to Atherton.
10. Alternative vehicle and propulsion systems. There should be a separate credible economic analysis of electrification vs. EMU, DMU, and DEMU alternatives. Modern state-of-the-art conventional diesel-electric locomotives (low emission, fuel efficient) hauling light weight passenger cars (with waiver similar to that granted to Caltrain for EMUs).
11. Noise and vibration impacts through this residential zone.
12. A separate study of impacts to Atherton home and property values along the Caltrain right-of-way.
13. The Dumbarton corridor must be included in the modernization program. The impacts of that option should be analyzed including plans for building a holding track up to Fair Oaks Lane or beyond.

In addition to the environmental issues and concerns stated above, we have the following questions related to funding, process and timing:

1. What is the current status of funding necessary to construct the electrification and modernization project? Please provide data on the sources and uses of funds for the construction and capitalization of the project.
- 2.
3. What are the projected changes in operating costs that will be achieved through electrification?
4. Will JPB commit to following current EIR requirements regardless of future actions which may be taken by the Governor and State Legislature?
5. Union Pacific's response to electrification and intercity commute use by HSR. Future plans for increased freight usage.
6. Signing of individual community Development Agreements to mutually agree to the handling of each community's issues
7. Is there a "Plan B" if use of Prop 1A funds are found to be "illegal"

Thank you for your attention to this matter. We will be happy to meet with you at your convenience to discuss our issues and concerns in more detail.

Sincerely,

Elizabeth Lewis
Mayor, Town of Atherton

George Rodericks
City Manager

Cc: Atherton City Council
Atherton Rail Committee
Michael Kashiwagi, Atherton Director of Public Works
Neal Martin, Atherton Town Planner
Lisa Costa Sanders, Atherton Deputy Town Planner



Item 23 Town of Atherton

Staff Report for City Council Meeting

TO: Mayor and Council Members
City Manager

FROM: Theresa DellaSanta, City Clerk

DATE: **February 20, 2013**

SUBJECT: Appointments:
Transportation Committee Appointment
Community Center Advisory Committee

Recommendation

- 1.** Appoint one (1) member to fill the vacancy on the Transportation Committee; and
- 2.** Appoint two (2) Council Members to the CCAC.

Background

Transportation Committee Appointment

The City Council held a special meeting on August 9, 2012 to fill vacancies on Town committees and commissions. Since the meeting, one member of the Transportation Committee has vacated his seat. This particular member was appointed to fill a term that began on 08/09/12 and is due to expire on June 30, 2016.

The City Council resolution governing committees and commissions states, "Vacancies in any committee or commission arising from any reason, including expiration of term, shall be filled by temporary appointment of the City Council, or by annual recruitment."

The Transportation Committee vacancy has garnered two applications. It should be noted that one application was considered during the 2012 annual recruitment; however this particular applicant withdrew his application to allow a longtime Transportation member whose term limit expired to continue his role.

The applicants are:

Alex (Sandy) Kaye – 2012 annual recruitment applicant
Gary Lauder – New applicant

The Council may consider appointing a member on a temporary basis until the 2013 annual recruitment; appoint a member on a permanent basis to fill the term until June 30, 2016; or choose not to fill the vacancy until completion of the annual recruitment.

Community Center Advisory Committee (CCAC)

The City Council held a special meeting on February 12, 2013 to form the CCAC, set its charter, and provide feedback to staff on the committee size and selection process. Following the formation of the CCAC and Council direction, staff has opened the resident recruitment with a closing date in late March (30 days following the posting of a postcard to the community) and will schedule a special City Council meeting (TBD) to review the applications and appoint the resident members. In advance of the special meeting, staff recommends appointment of the two Council Members that will serve on the CCAC.

The City Council approved the following charter provisions for the CCAC:

- a. Assist staff in the development of a master planning process to determine the key issues that need to be addressed by the community as well as a process for keeping the community at large informed and involved.
- b. Work with staff to solicit feedback through tools such as surveys, community gatherings, and workshops to disseminate information regarding the key issues and questions involved in the development of a Master Plan for the proposed new Community Center.
- c. Engage in public outreach to solicit substantive feedback and opinions on the Master Plan and the Community Center project and provide Council with a summary of findings for consideration. Support staff with updates for the Town website and periodic updates for residents.
- d. The CCAC may form Ad Hoc Subcommittees and/or host community workshops to involve a broader base of residents for the purposes of information gathering on specific issues, thus creating more community involvement and more in-depth visioning.
- e. Once the Council adopts a Master Plan, the CCAC will continue to work with staff to coordinate public outreach and collect resident input during the design phase of the Community Center project.
- f. Assist in discussion about the short-term improvements needed for the Library and Town Center facilities.

The 9-member Committee includes two City Council Members. As with other Council Member selection for City Committees, City Council representatives and any alternates on committees are selected by the Mayor and approved by the City Council to serve a one (1) year term. Alternates participate on committees in the absence of the appointed Council Members.

Prepared By:

Approved:

Theresa DellaSanta
City Clerk

George Rodericks
City Manager

ATTACHMENTS: Applications

TOWN OF ATHERTON

APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE



Name: Alex R. (SANDY) Kaye

Address: [REDACTED]

Home Telephone: [REDACTED] Date: June 5, 2012

Work Telephone: [REDACTED] ² Between 10am - 7pm Mon - Friday

Are you registered to vote in the Town of Atherton? Yes X No

I am applying for a position on the (check one):

- Planning Commission
- Park and Recreation Commission
- General Plan Committee
- Arts Committee
- Other: Traffic

TO THE APPLICANT:

This application form is intended to provide you with information about the body on which you would like to serve. The completed application will also help the interviewing Council Members learn more about you. In responding to the questions here, please feel free to use separate sheets of paper to expand on your answers if you wish to do so.

1. Why do you want to serve on the body for which you are submitting your application? What particular skills, interest or experience would you bring to it if selected?

There is a need to improve the infrastructure in Atherton.
Background: Was Executive Vice president of Field Enterprises Corporation, at that time the world's largest privately held Publishing company. We owned the Chicago Sun Times, Daily News, World Book Encyclopedia, New York post and 20 other companies. Retired at the age of 40. Now serve as Founder and Board Chairman of Porta-Bote International, the largest manufacturer of portable boats worldwide.

Already served on the General Plan. Was instrumental with Jim Dobie in setting the construction hours and days companies would be allowed to operate within the town.

For more background information:

http://businessweek.com/smallbiz/content/nov2004/sb20041111_5502.htm

2. Have you attended any meeting of the body on which you wish to serve?

- Yes
- No

3. Have you reviewed the minutes of the past meetings of the body on which you wish to serve? (Minutes and past agendas of Town bodies are available for review at Town Hall during normal business hours.)

Yes No

4. Have you spoken with any current or former members of the body on which you wish to serve about service on that body?

Yes No

5. Do you believe that other time demands might interfere with your ability to devote the time necessary to serve if you are selected?

Possibly No

6. Vacancies occur periodically on Town bodies. If you are not selected for the position for which you are applying, would you like to be considered for future vacancies occurring within one year of the date of this applications?

No Yes, for (check as many as you wish):

- Planning Commission
- Park and Recreation Commission
- General Plan Committee
- Arts Committee
- Other:

FOR YOUR INFORMATION:

The two-member screening committee of the Council will interview all applicants, if feasible. The Committee makes its recommendation of the person or persons to fill the existing vacancies to the full Council. The recommendation is not binding, although it is usually followed. Council Members may nominate others for appointment.

Council Members and Planning Commissioners must annually file a "Statement of Economic Interests", which is a public document and is forwarded to the Fair Political Practices Commission. All members of Town Commissions/Committees must be registered voters and reside in Atherton.

Service on Town bodies is without compensation. Application for reimbursement by the Town for expenses incurred in Town service may be made on forms available from the City Clerk. There is no assurance that expenses will be reimbursed.

Length of service on Town bodies is controlled by ordinance or resolution. Persons appointed may be reappointed within the restrictions of the ordinance. The fact that an individual is appointed does not necessarily mean the individual will be re-appointed. Copies of appropriate ordinances, (and statutes, if applicable) are available from the City Clerk.

TOWN OF ATHERTON

APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

Date: 11/19/12

Name: Gary Lauder

Address: [REDACTED], Atherton, CA 94027-4036

Home Telephone: [REDACTED] Work Telephone: [REDACTED]

E-mail address (optional): gary@lauderpartners.com

Are you registered to vote in the Town of Atherton? Yes No

I am applying for a position on the (check one):

- | | |
|---|--|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Park and Recreation Commission |
| <input type="checkbox"/> General Plan Committee | <input type="checkbox"/> Arts Committee |
| <input type="checkbox"/> Audit Committee | <input checked="" type="checkbox"/> Other: <u>Transportation</u> |

TO THE APPLICANT:

This application form is intended to provide you with information about the body on which you would like to serve. The completed application will also help the interviewing Council Members learn more about you. In responding to the questions here, please feel free to use separate sheets of paper to expand on your answers if you wish to do so.

1. Why do you want to serve on the body for which you are submitting your application?
What particular skills, interest or experience would you bring to it if selected?

I have always had an interest in transportation issues, and have gotten involved in trying to improve Atherton's traffic. I think I could be more effective if I were to be on the committee.

Recent presentations: <http://www.youtube.com/watch?v=9tsLS89MhDk> , <http://bitly.com/GML-TEDx>

Older presentation: http://www.ted.com/talks/gary_lauder_s_new_traffic_sign_take_turns.html

2. Have you attended any meeting of the body on which you wish to serve?

Yes No

3. Have you reviewed the minutes of the past meetings of the body on which you wish to serve?
(Minutes and past agendas of Town bodies are available for review on the Town website at www.ci.atherton.ca.us and at Town Hall during normal business hours.)

Yes No



Item 24 Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: FEBRUARY 20, 2013

SUBJECT: FEE WAIVER REQUEST – END OF YEAR PICNIC FOR
GRADUATING 5TH GRADERS @ ENCINAL SCHOOL
USE OF HPP CARRIAGE HOUSE

RECOMMENDATION:

1. Consider the request; and
2. Adopt a motion granting a waiver of the rental fee for the Carriage House in the amount of \$250; or
3. Deny the request.

BACKGROUND/FINDINGS

By Resolution the Town established a schedule of master fees. Pursuant to the Resolution, only the City Council has the authority to waive a fee.

The Town received a request (attached) for a fee waiver in connection with an end-of-school year picnic for graduating 5th graders at Encinal. The group would like to hold the event at Holbrook Palmer Park in the Carriage House. The group has advised that the \$250 fee for rental represents a significant portion of the budget for the event. The group has requested a reduction and/or waiver of the fee. Park fees are charged uniformly to all groups using the facility. Council approval is required to waive a fee.

The Council should give careful consideration to requests for fee waivers.

FISCAL IMPACT

The overall budget for Park Fees in Fiscal Year 2012/13 is \$76,000. Of this amount, \$35,000 is attributable to Social Fees, \$30,000 to Meeting Fees, \$1,000 to Miscellaneous Use Fees, and \$10,000 to Class Fees.

ATTACHMENTS

- Fee Waiver Request

Encinal

Parent Teacher Organization



February 7, 2013

Dear Mr. Rodericks,

We are currently organizing an end-of-year picnic for graduating 5th graders from Encinal School, to be held in Holbrook Palmer Park. The event is scheduled to occur during school hours (10am – 2pm) on the 11th of June. We are writing to respectfully request the \$250 event fee be waived as this event is offered to students free of charge, hosted by the PTO which is supported by parent donations. We anticipate 170 students to attend, along with their teachers and approximately 15 parent volunteers. Students will enjoy games, music (in accordance with the sound ordinance), and lunch.

Your consideration of our request is greatly appreciated. Should you decide to waive the fee, we will recognize this contribution in all printed and online materials advertising the event to families and the school community.

Thank you and best regards,

Amy Cramer & Joan Solari

Amy Cramer & Joan Solari
5th Grade Picnic Coordinators

All donations to the Encinal School PTO are tax deductible.
Encinal PTO's TAX ID 20-1194660



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER

FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR

DATE: FEBRUARY 20, 2013

SUBJECT: COMMUNITY CENTER MASTER PLAN CONSULTANT
SELECTION UPDATE

RECOMMENDATION:

1. Waive requirement for City Council approval for the Request for Proposal for Civic Center Master Plan Preparation.
2. Authorize staff to prepare and distribute the Community Center Master Plan RFP

BACKGROUND

In April 2012 the City Council adopted an ordinance amending the Atherton Municipal Code, Section 3.16, Purchasing. City Council also adopted a resolution establishing dollar limits for informal and formal bidding and for selection of professional services. Section 3.16.200, paragraph 3(a) governs Requests for Proposal (RFP) and requires that the RFP selection process for professional services be used when the estimated cost exceeds \$25,000, the current amount established by Resolution. A Master Plan and initial environmental review is expected to cost between \$100,000 and \$150,000.

A Master Plan provides a vision of and framework for orderly development of the Town's desired facilities on its property. It will include a vision for the community center, an assessment of space needs for Town departments (police, administration, building, planning and public works), a library and community meeting/activity room(s), based on previously collected data and projections of future needs and desires and including comparisons to similar communities.

The Plan will also consider use of the Town's property, on-site and off-site traffic (pedestrian and vehicle) circulation and parking, impacts of the adjacent railroad, and site grading and drainage. In its development, the designers will need to include and evaluate various facilities and identify their cost and environmental impacts. This last element will be studied in order to

determine the level of environmental analysis required prior to embarking on the Community Center project. The outcome of the Master Plan would be several alternative site plans, buildings' sizes, circulation, and usage estimates sufficient to prepare an environmental assessment, and cost estimates for each alternative.

FINDINGS

As directed by City Council at their February 12, 2013 meeting, staff has begun preparing a Request for Proposal (RFP) for a Master Plan for the Community Center. It will include already-developed information on the architectural program (needs and wants) for Town offices for all departments, the Library and a community meeting/activity room. The RFP will take several weeks to complete and should be ready for distribution by March 1. The Municipal Code requires that an RFP should be reviewed and approved by City Council prior to it being issued, unless this provision is waived. In order to proceed expeditiously with the Community Center project, it is respectfully requested that Council waive their review requirement so that the RFP can be advertised and issued as soon as it is completed.

Should Council desire to make additions or changes to the RFP, they could be made pursuant to Council action on March 20 and promulgated to prospective consultants via an addendum, prior to the proposal's due date. Thereafter, the Community Center Advisory Committee (CCAC) would screen proposals, interview selected consultants and make a recommendation to City Council for selection. A proposed schedule is as follows:

- Council authorize preparation of a Master Plan RFP February 12
- Council waive its prior review and authorize RFP distribution February 20
- Appointment of City Council members to CCAC February 20
- Staff distributes RFP March 1
- Pre-proposal meeting (optional attendance) week of March 11
- Open House and walk-thru for persons interested in CCAC March 14
- Proposals due April 2
- Council selection of CCAC members April 17
- CCAC review of proposals and development of short list week of April 29
- Consultant interviews week of May 13
- Council selection of Master Plan consultant June 19

FISCAL IMPACT

The 2012-13 Capital Improvement Program does not include funding for a Community Center Master Plan. Potential sources of funding for the Master Plan are the Town's General Fund, Fund 406- Facilities Construction, with a balance of \$2,087,425, and Fund 213- Library, with a fund balance of \$5,850,461.

At the March 2013 Council Meeting, staff will return with a budget amendment and funding distribution to cover the expenses related to the preparation and distribution of the RFP, estimated at \$3,000, with costs distributed proportionally across all three funding sources. When

the Council selects a consultant in June we will have a more accurate picture of total cost. At that time, staff will return a budget amendment and funding distribution for the full Master Plan.

Prepared By:

Approved:

Mike Kashiwagi
Director of Public Works

George Rodericks
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: MICHAEL KASHIWAGI, COMMUNITY SERVICES DIRECTOR

DATE: FEBRUARY 20, 2013

SUBJECT: CONSIDERATION TO CONTRIBUTE TO CITIZENS FOR CALIFORNIA HIGH SPEED RAIL ACCOUNTABILITY (CCHSRA) TO FUND LITIGATION CHALLENGING THE LEGAL USE OF PROPOSITION 1A FUNDING BY THE CALIFORNIA HIGH SPEED RAIL AUTHORITY

RECOMMENDATION

Consider a funding allocation of \$5,000 - \$10,000 to the CCHSRA to fund litigation challenging the legal use of Proposition 1A funding by the California High Speed Rail Authority.

DISCUSSION

The January agenda of the Atherton City Council included a colleague's memo by Vice Mayor Carlson and Councilmember Widmer asking the City Council to consider the allocation of \$5,000 - \$10,000 to support active litigation challenging legal use of Proposition 1A funding by the California High Speed Rail Authority. A fund has been established by the CCHSRA to receive contributions for legal support.

In addition to the colleague's memo, the Town also received a letter from the Community Coalition on High Speed Rail (attached) with a similar request. This item was also discussed and endorsed by the Atherton Rail Committee at their February 5, 2013 meeting.

FISCAL IMPACTS

The 2012-2013 Budget includes \$30,000 for High Speed Rail public relations. No funds have yet been expended from this account. Funds from this account can be used to make the allocation as directed by the Council.

Staff Report
February 20, 2013
Page 2 of 2

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Community Services Director

George Rodericks
City Manager

Attachment: Community Coalition on High Speed Rail Letter

Community Coalition On High-Speed Rail

2995 Woodside Road #400-362, Woodside, CA 94062 / Website: www.cc-hsr.org

January 25, 2013

The Honorable Elizabeth Lewis, Mayor
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

RE: Request for Town of Atherton Support for Proposition 1A Litigation

Dear Mayor Lewis:

This letter is a request that the Town of Atherton provide financial support for litigation that challenges the failure of the California High-Speed Rail Authority to comply with the provisions of Proposition 1A, as enacted by the voters in November 2008. Specifically, petitioners are requesting that the Town consider a contribution of \$5,000 - \$10,000 to the litigation effort. Similar requests are being made to other potentially affected agencies, including other cities on the Peninsula.

Petitioners in the case, which is now pending in the Sacramento County Superior Court (Case #34-02011-00113919), are the County of Kings, Kings County farmer John Tos, and Kings County resident Aaron Fukuda. All communities that would be affected by the state's proposed high-speed train project have a stake in the success of this litigation, and that definitely includes the Town of Atherton. If the project proceeds, which this litigation can stop, the negative community, economic, and environmental impacts on Atherton are certain to be very significant.

Proposition 1A authorizes the use of state bond funds to build a high-speed train project, but only if that project complies with very specific provisions contained in the bond act itself. The state is proposing to spend the money without complying with those mandatory requirements, and the pending litigation challenges this non-compliance with the provisions of Proposition 1A. Naturally, we would be happy to furnish you with a copy of the Petition and Complaint, and to respond to any other inquiries you may have about the litigation. Currently, the case is set for trial on May 31, 2013, in Sacramento. State law requires that litigation against the High-Speed Rail Authority be litigated in the state capital.

There is an excellent chance that the litigation filed by Kings County and the individual plaintiffs can stop this project. However, while this is a strong case on the merits, it is also a "David and Goliath" effort. Attorney Mike Brady is handling the case on a pro bono basis, but is facing the State of California and the Attorney General's office, with literally hundreds of attorneys and unlimited resources. Financial support is vitally needed for this case (especially since costs alone are estimated to be in the range of \$50,000 or more). In addition, Mr. Brady wishes to retain attorney Stuart Flashman (well known to Atherton, and who has won two cases against the High-Speed Rail Authority before the Judge who is hearing the Proposition 1A case).

Mr. Flashman is an expert in "writ" proceedings, an important aspect of the litigation. Bringing this legal assistance into the case is urgently needed.

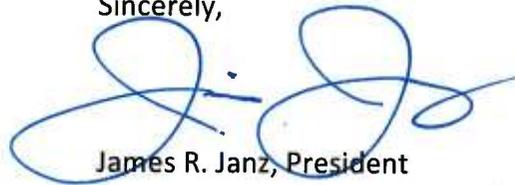
A fund has been established by Citizens For California High Speed Rail Accountability (CCHSRA) to receive contributions for legal support. The County of Kings is a plaintiff and petitioner, and is closely involved, through its County Counsel, in monitoring and occasionally assisting with research projects regarding the litigation. Our attorney is similarly participating.

We deeply appreciate the Town's consideration of this request for assistance. For more information, please do not hesitate to contact me, using the contact information provided below. In addition, you may also contact our attorney, Gary A. Patton, who is helping to coordinate legal support efforts. Mr. Patton was a member of the Santa Cruz County Board of Supervisors for twenty years, and subsequently served as the Executive Director of the Planning and Conservation League, a statewide nonprofit organization, based in Sacramento. He is currently practicing environmental law in Santa Cruz. He can definitely respond to requests about the status of the case, and provide documentation and more information on the legal issues involved.

If the Town of Atherton is willing to contribute, the City's check should be mailed to: CCHSRA, P.O. Box 881, Hanford, CA 93232. The CCHSRA website address is: <http://www.cchsra.org>. The CCHSRA Tax ID Number is: #45-2780175.

Again, thank you for your help in this truly vital matter.

Sincerely,



James R. Janz, President

Community Coalition on High-Speed Rail

cc: Colleen Carlson, County Counsel, Kings County
Aaron Fukuda, Co-Chair, CCHSRA

Contact Information:

James R. Janz, President
Community Coalition on High-Speed Rail
c/o Sideman & Bancroft LLP
One Embarcadero Center, 8th Floor
San Francisco, CA 94111
EMail: jjanz@sideman.com
Telephone: 415-392-1960

Gary A. Patton, Of Counsel
Wittwer & Parkin, LLP
147 South River Street #221
Santa Cruz, CA 95060
Email: gapatton@wittwerparkin.com
Telephone: 831-429-4055, Ext. 13

Council Report – February 2013 – Jerry Carlson

County and Cities of San Mateo County (C/CAG)

Attachment A is February report from the lobbyists representing C/CAG, in Sacramento. Each month the Legislative Committee and the Board receives a similar update on legislative happenings. You will note High Speed Rail is one of the agencies included as part of the Transportation Agency and is gaining more prominence from the lobbyists.

Attachment B provides an overview of the county programs that have been assigned to the organization over the years.

C/CAG is a potential grant funding source for future Atherton projects dealing with Transportation type opportunities, including bike and pedestrian projects. Staff member Mike Kashiwagi and the Planning department provide helpful analysis in preparing for the C/CAG meetings.

Caltrain's Modernization Policy Working Group

The February meeting has been cancelled since another meeting has been scheduled, in Palo Alto, to allow public comment on the scope of the Electrification EIR Caltrain has underway. The Atherton Rail Committee plans to submit comments reflecting the position and policies that Council has taken to date re the corridor and its intended use by High Speed Rail.

Atherton Rail Committee

Mike Brady, a litigator challenging the HSR Central Valley project, appeared at the rail committee meeting to provide additional background on the law suit. In addition, the committee discussed the potential changes in the MOU between Caltrain and HSR and the pending Electrification EIR. PCC cancelled its' February meeting which will resume at 8:15am, in Atherton, on March 8th.

Caltrans Meeting

Mayor, staff and I met with the District Director for Caltrain to discuss El Camino crossings and drainage issues. It appears that a good working relationship is developing and the town and Caltrans will work together in developing plans to help out crosswalk and drainage issues.



ADVOCATION



SHAW/YODER/ANTWIH, inc.
LEGISLATIVE ADVOCACY • ASSOCIATION MANAGEMENT

January 31, 2013

TO: Board Members, City/County Association of Governments, San Mateo

FROM: Advocation, Inc. – Shaw / Yoder / Antwih, Inc.

RE: **February Government Relations Update**

Governor Brown released his FY 2013-14 State Budget on January 10, 2013. He emphasizes that significant progress in trimming down the state's chronic budget deficit (\$26.6 billion shortfall in FY 2011-12, \$20 billion in FY 12-13) has been made by making spending cuts, primarily in corrections, health and human services, and education. As a result, the FY 13-14 budget does not project a deficit. Overall, General Fund spending is down from its peak of \$103 billion in 2007-08 to \$93 billion in 2012-13, a decrease of \$10 billion, or 10 percent. As a share of the economy, General Fund spending in 2011-12 and 2012-13 remains at its lowest level since 1972-73.

The Governor emphasized that the State must live within its means. He identified four major variables for the budget going forward: actions on the federal deficit, the uncertain economic recovery, the federal government and/or the courts blocking actions, and potential increases in health care costs.

Regarding the "wall of debt," the Governor noted that in 2011 it was pegged at \$35 billion and that it remains a significant challenge. The Governor is proposing to spend \$4.2 billion in his budget to pay down existing state debt. Furthermore, the budget document notes the State's unfunded retirement obligations.

The passage of Proposition 30 on last November's ballot helped avert severe cuts to education, health and human service and public safety programs.

Impact on Transportation

The Transportation Agency is responsible for addressing mobility, safety, and air quality issues as they relate to transportation. Key priorities include developing and integrating the high-speed rail project into California's existing transportation system and supporting regional agencies in achieving the greenhouse gas emission reductions and environmental sustainability objectives required by state law.

The Agency consists of the following six state entities responsible for administering programs that support the state's transportation system:

- Department of Transportation
- California Transportation Commission
- High-Speed Rail Authority
- Department of Motor Vehicles
- California Highway Patrol
- Board of Pilot Commissioners

The Office of Traffic Safety operates within the Office of the Secretary for Transportation. The Budget includes total funding of \$21.1 billion (\$0.2 billion General Fund and \$20.9 billion other funds) for all programs administered within the Agency.

The Agency, established as part of the Governor's 2012 Reorganization Plan, becomes operational on July 1, 2013.

The Governor makes a reference to California Transportation Commission's "2011 Statewide Transportation Needs Assessment" which identifies \$538.1 billion in total infrastructure needs, including substantial local streets & roads and local mass transit needs, in addition to highway and intercity rail needs over the next decade.

Over the past decade, the voters have approved almost \$30 billion of general obligation bonds for transportation purposes, including \$19.9 billion for Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, and \$9.9 billion for Proposition 1A, the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century. As a result, approximately 13 percent of annual state transportation revenues will continue to be dedicated to offsetting debt service costs. These debt service costs are expected to total over \$1 billion in 2013-14 and are projected to grow in future years, significantly exceeding the amount of existing transportation funds legally available to offset these costs and therefore creating General Fund expenses.

Beginning in the spring of 2013, the Agency will convene a workgroup consisting of state and local transportation stakeholders to refine the transportation infrastructure needs assessment, explore long-term, pay-as-you-go funding options, and evaluate the most appropriate level of government to deliver high-priority investments to meet the state's infrastructure needs.

The Budget also reflects changes to the Local Assistance and Planning Programs within Caltrans, including the consolidation of five programs into a single Active Transportation Program which will simplify and enhance funding for pedestrian and bicycle projects.

The Governor projects that the State Transit Assistance program will be at approximately \$391 million for FY 13-14, and \$415 million for FY 12-13. If accurate, this would represent a 12% reduction from last Fall's number of \$468 million for FY 12-13 and 17% drop in comparison to the budget year number. This number is subject to change however as the program no longer relies on a budget-line item but rather on sales tax receipts associated with the consumption of diesel fuel.

The budget also proposes \$479,717,000 in funding for the Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA), which serves as the sole source of funding for transit capital projects and rolling stock purchases. It is uncertain however whether this is a carryover balance of the existing appropriation authority from subsequent fiscal years. To date, approximately \$1.8 billion of the \$2.8 billion that has been appropriated by the legislature has been allocated to program recipients.

The intercity rail program is projected to receive \$130 million.

Proposition 1A Funding

SB 1029 (Leno) [Chapter 152, Statutes of 2012], appropriated The 2012 Budget Act appropriated approximately \$8 billion for the high-speed rail project for the following purposes:

- \$5.8 billion for the first phase of the Initial Operating Section from Madera to Bakersfield.
- \$1.1 billion for early improvement projects to upgrade existing rail lines in Northern and Southern California, which will lay the foundation for future high-speed rail service as it

expands into these areas.

- \$819.3 million for connectivity projects to enhance local transit and intercity rail systems that will ultimately link to the future high speed rail system. The CTC allocated funding during the Fall to those agencies that made a request.

Since the enactment of the Budget Act, significant progress on the project has been made:

In September, the Federal Railroad Administration approved the necessary environmental impact assessments for the Merced to Fresno alignment.

- The public comment period for the draft environmental assessments for the Fresno to Bakersfield alignment concluded in October.
- The Authority has started to solicit bids from private contractors to begin the right-of-way land acquisition phase of the project.

The Authority is continuing to identify early “bookend” investments that will generate immediate benefits and, through blended service, enhance future high-speed rail ridership. Projects currently being evaluated include the electrification of the Caltrain corridor in Northern California and regional rail improvement projects, such as grade separations, in Southern California. Final selection of specific projects and lead agencies will be completed by the end of the current fiscal year. Initial construction work is scheduled to begin in the Central Valley during the summer of 2013.

As noted in the Authority’s revised 2012 Business Plan, additional funding will be necessary to complete the Initial Operating Section from Merced to the San Fernando Valley. Cap and Trade funds will be available as a fiscal backstop.

Cap and Trade

The Budget acknowledges that transportation is the single largest contributor to GHGs in California (38 percent), and reducing transportation emissions should be a top priority (including mass transit, high speed rail, electrification of heavy duty and light duty vehicles, sustainable communities, and electrification and energy projects that complement high speed rail). The Budget recognizes that the first Cap and Trade auction resulted in \$55.8 million in proceeds to the state (two more auctions will occur on February 19, 2013 and May 16, 2013); therefore the Budget only addresses the expenditure of auction proceeds of \$200 million in 2012-13 and \$400 million in 2013-14. Total revenues from the auctions may exceed these amounts.

Governor’s State of the State

The Governor also mentioned in his State of the State that California’s that highways are asked to accommodate more vehicle traffic than any other state in the nation. Most were constructed before we knew about climate change and the lethal effects of dirty air. We now expect more. He has directed the Transportation Agency to review thoroughly current priorities and explore long-term funding options.

The Governor stated last year California voters authorized another big project: High Speed Rail. Electrified trains are part of the future. China already has 5000 miles of high speed rail and intends to double that. Spain has 1600 miles and is building more. More than a dozen other countries have their own successful high speed rail systems. California’s first phase will get us from Madera to Bakersfield. Then we will take it through the Tehachapi Mountains to Palmdale, constructing 30 miles of tunnels and bridges. It has taken great perseverance to get this far. Governor Brown signed the original high speed rail Authority in 1982—over 30 years ago. In 2013, they will finally break ground and start construction.

EXHIBIT B BACKGROUND

Background

The City/County Association of Governments of San Mateo County (C/CAG) was created by a Joint Powers Agreement (JPA) in the fall of 1990, to address diverse issues that transcend political boundaries within San Mateo County. All twenty of San Mateo's cities joined the County to establish the JPA. Currently, C/CAG's primary purpose is to prepare, adopt, monitor, and enforce the following programs:

Congestion Management Agency

In 1990, as a result of the passage of Propositions 108 and 111 by the voters and the enactment of enabling laws by the California Legislature, every urbanized county in California was required to designate a Congestion Management Agency (CMA). This Agency is responsible for preparing, implementing, and biennially updating a Congestion Management Program (CMP). All of the cities in San Mateo County joined together with the County to form the City/County Association of Governments (C/CAG) and established it as the CMA. The primary purposes of a CMP are to: provide alternative transportation strategies; safe bicycle and pedestrian travel options; shuttle services; encourage travel behavioral changes; develop procedures to alleviate or control anticipated increases in roadway congestion; ensure that government together with business, private, and environmental interests develop and implement comprehensive strategies to address future congestion problems; make available funding to local jurisdictions that result from the increase in the gas tax.

As the CMA for San Mateo County, C/CAG is responsible for allocating the State Transportation Improvement Program (STIP) funds and the Federal Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETA-LU)

Transportation Fund for Clean Air Program Manager

AB 434 is legislation that authorizes the Bay Area Air Quality Management District (BAAQMD) to impose a fee on motor vehicles to fund city, county, transit district, or other public agency transportation control projects that most effectively achieve emissions reductions from motor vehicles. The monies collected become the Transportation Fund for Clean Air. Forty percent of the fee revenues generated in San Mateo County are allocated to C/CAG to fund projects within the County. The annual allocation is approximately one million dollars. Generally the funds are used for shuttle programs and Countywide transportation demand management programs.

Integrated Solid Waste Management

The California Integrated Waste Management Act of 1989, more commonly known as AB 939, requires each county in California to have a Local Task Force (LTF) with specific responsibilities in the area of waste management. C/CAG is the designated LTF in San Mateo County and the Solid Waste Advisory Committee (SWAC) is an advisory committee to the C/CAG/LTF.

Airport Land Use

C/CAG is the designated Airport Land Use Commission for San Mateo County. State law requires the Commission to prepare, adopt, and implement a comprehensive Airport Land Use Compatibility Plan for each public use airport in the County. The C/CAG Airport Land Use Committee (ALUC) makes recommendations to the Commission (C/CAG), related to the administration and implementation of the Airport Land Use Plan (e.g. consistency reviews of proposed local agency land use policy actions, Plan amendments, etc.).

Hazardous Waste Management

In accordance with a 1986 State law, the San Mateo County Hazardous Waste Management Plan was prepared to promote countywide waste reduction efforts, and identify appropriate locations for hazardous waste treatment and storage facilities when needed in the County. The plan (1) analyzes the hazardous waste stream within San Mateo County, (2) determines the need for hazardous waste management facilities within the County, (3) identifies areas in the County suitable for new facilities, (4) evaluates the potential for waste reduction, and (5) identifies the opportunities to better manage hazardous waste generated by small businesses and households.

Storm Water Management (NPDES)

C/CAG is the administrative and policy-making authority responsible for providing technical support and compliance assistance for federal and state stormwater management requirements. All municipalities in San Mateo County are copermittees under the Municipal Regional Stormwater Permit issued by the San Francisco Bay Regional Water Quality Control Board. These requirements mandate municipal action to control pollutant discharges to receiving water bodies from storm drain systems, and include provisions regarding municipal maintenance operations, new and redevelopment with a particular focus on Low Impact Development, commercial and industrial site controls, illicit discharge detection and elimination, construction site controls, public information and outreach, water quality monitoring, pesticide toxicity control, trash load reduction, mercury, polychlorinated biphenyl (PCB), copper, polybrominated diphenyl ether (PBDE), legacy pesticides, and selenium controls, and exempted and conditionally exempted discharges. C/CAG has established the San Mateo Countywide Water Pollution Prevention Program as the primary means of assisting its member agencies with meeting these requirements. In addition to a Technical Advisory Committee that provides recommendations to the C/CAG Board, the program includes seven subcommittees focused on the different provisions of the Municipal Regional Stormwater Permit. Funding for this program is generated through property tax assessments and vehicle registration fees. Increases in program revenue are subject to Proposition 218 requirements.

Abandoned Vehicle Abatement (AVA)

As the Abandoned Vehicle Abatement Authority for San Mateo County, C/CAG distributes the \$1 surcharge on each registered vehicle that is collected by the State to support this activity. Every jurisdiction in San Mateo County is eligible to receive its share of these funds based on the number of abandoned vehicles and parts that are removed from that jurisdiction's streets and other properties.

Transportation Development Act (TDA)

C/CAG is responsible for evaluating and recommending those projects to be funded by Transportation Development Act Article 3 revenues. Primarily, these projects are related to bicycle and pedestrian improvements.

SB 83 (Measure M) - \$10 Vehicle Registration Fee for Transportation-related Projects and Programs

Pursuant of California Government Code 65089.20, C/CAG placed a measure on the November 2, 2010 ballot seeking voter approval of the imposition of an annual fee of ten dollars (\$10) on motor vehicles registered in San Mateo County. The passage of the measure will enable C/CAG to generate approximately \$6.7 million annually for the next 25 years to help provide funding for local congestion mitigation programs and water pollution prevention programs as well as countywide transportation programs in San Mateo County.

Energy Efficiency and Climate Action

In recent years, C/CAG has expanded into programs related to energy efficiency and climate action through a number of specific activities. C/CAG has established a local government partnership with Pacific Gas and Electric Company called the San Mateo County Energy Watch (SMCEW). The SMCEW (www.smcenergywatch.com) provides energy efficiency audits, installation, rebates as incentives and programmatic coordination to municipalities, nonprofits and special districts, businesses and residents in San Mateo County. C/CAG is also leveraging grant opportunities through the Bay Area Air Quality Management District (Air District). Air District funds have been used to complete greenhouse gas emission inventories, drive acceptance of a countywide energy strategy ([http://www.ccag.ca.gov/pdf/USTF/reports/Draft County Energy Strategy.pdf](http://www.ccag.ca.gov/pdf/USTF/reports/Draft%20County%20Energy%20Strategy.pdf)) and, currently, are being used to develop a climate action planning template and tool set for the cities in San Mateo County. C/CAG has also recently established a Resource Management and Climate Protection Committee (RMCP). The RMCP committee (<http://www.ccag.ca.gov/ustf.html>) provides direction to staff on efforts related to energy, water and climate protection and provides direction to both the C/CAG Congestion Management and Environmental Quality Committee and the C/CAG Board on similar matters.

Council Member Widmer Report – February 20, 2013

Trip report of League of Cities Meeting in San Diego, CA; Sept 2012

The undersigned attended the subject meeting with agreement from the City Council.

The following detail the sessions attended and some information gathered during these sessions. In addition, the author also attended informal meetings with InterWest and Renne Sloan Holtzman Sakai LLP where more informal conversations took place, attended the general sessions and vendor fare as well as participated as the voting member and in accordance with Council direction at the League's final session.

Sessions Attended:

For the Love of Cities

This session discussed methods Cities have used to create new civic pride in the cities as well as create visibility for those cities. This was led by Peter Kageyama who is the author of "*For the Love of Cities*". He highlighted the importance of getting residents involved with creation of a rallying slogan as well as with a project. While we have many such town wide activities (clean up the park, Easter Egg Hunt, etc,) more involvement and a major unifying project would promote more involvement and civic pride. Perhaps this could be a topic of Council discussion in an upcoming session.

Cities using Social Media

This session discussed the multiple media methods available for Cities today. Many of these are local apps for smart phones which allow for resident reports on public works needs and concerns. Others also publicize local businesses (which does not apply to Atherton). There were also discussions on the use of Facebook, but caution has been raised about planning for this and concern about posting regulations. There was discussion on methodologies to be used as Facebook's openness to postings management are not robust nor easy to implement and require workarounds which were discussed. This has been communicated to the then interim City Manager and she was provided with a model policy.

It's almost 50 Employees for Free

This session emphasized what volunteers can do for a City/Town. The Town of Carlsbad, North of San Diego, gained the equivalent of 54 extra heads through volunteers, to help expand city services. I have discussed this at Council meetings before so I will not detail further.

Labor Negotiations

This session discussed the changes in Labor negotiation policies and laws as well as discussed some best and more current practices. It was led by two law firm partners who represent management and labor at many of the larger cities. Case law and recent findings were discussed. As mentioned above, I have discussed this at a Council meeting and will do so again, I am sure. Public Pension Reform

This session covered the recent legislation on pension reform which we have discussed with Goeff Rothman since my return.

Public Surveillance Cameras

This session discussed two City's implementation of surveillance cameras. They went over the costs, planning necessary and impact on police forces. The biggest lessons learned were the amount of storage necessary to say 90+ days of footage. Moreno Valley spent over 1.8M implementing 200 cameras which reduced safety workforce by 10%. Redlands did a similar project but used the cameras as reactive monitoring cameras for investigation work and used reserve officers to do the video reviews which resulted in solving crimes.

Both Cities indicated the projects took 1 year to implement and indicated that these tapes are public records and hence subject to PRR's.

Paperless Agendas

This session involved two cities discussing how they moved towards paperless agendas in a manner similar to ours-initially for council meetings. Like Atherton, all viewed this project as a high payback project. iPads were recommended due to ease of use for the casual user but editing and file storage issues were discussed. Both cities used Good Reader as the software for localizing the files on the end user devices and there were discussions on the methodologies for saving the changes Council members wanted to make.

As our training is upcoming in the near future, I will not go further into this session except to indicate that both cities were positive about the changes.

Labor and Employment Update

This was an update similar to the ones above but was a session primarily for the legal teams. As it was more in depth and detailed, I also attended this one.

At the **vendor fair** I met a number of interesting suppliers but of note are the following few:

A key supplier of a city app is PublicStuff. Many of the suppliers in this space do the same thing-provide city information and agenda data via a smart phone app, push local business info out and provide data input macros for public works and issues registering with the Town. What makes this company interesting was their pricing. The software is licensed free to Towns of less than 10,000 residents. I believe this should be of interest to us and stand ready to assist in establishing contacts if the team is interested.

Another vendor of interest was aHa consulting who specialize in community website development. They have custom and semi-custom websites available and as they are focused in this service space have a time to completion of days and weeks vs months.

There were a few others of interest primarily in the paperless environment and I will discuss them more in detail when the time is appropriate and interest is shown.

Respectfully submitted,

Wm. R. Widmer