



AGENDA
Town of Atherton
CITY COUNCIL
February 15, 2012
7:00 p.m.
COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California
REGULAR MEETING

PLEASE NOTE:

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

- 7:00 P.M. 1. **PLEDGE OF ALLEGIANCE**
- 7:02 P.M. 2. **ROLL CALL** Lewis, Dobbie, Widmer, McKeithen, Carlson
- 7:03 P.M. 3 **PRESENTATIONS**
- 7:30 P.M. 4. **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*
- 7:45 P.M. 5. **REPORT OUT OF CLOSED SESSION**
- 7:45 P.M. 6. **CITY MANAGER'S REPORT**
- 7:50 P.M. 7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT**
- 7:50 P.M. **CONSENT CALENDAR** (Items 8-18)
- (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 NOVEMBER 8, 2011 SPECIAL MEETING AND JANUARY 18, 2012 REGULAR MEETING**
Recommendation: Approve November 8, 2011 special meeting and January 18, 2012 regular meeting minutes

- 9. APPROVAL OF BILLS AND CLAIMS FOR JANUARY, 2012 IN THE AMOUNT OF \$1,713,867**
Recommendation: Approve Bills and Claims in the amount of \$1,713,867
- 10. FINANCIAL REPORT FOR SIX MONTHS ENDED DECEMBER 31, 2011**
Report: Interim Finance Director Debra Auker
Recommendation: Receive the General Fund Financial Report for the six months ended December 31, 2011
- 11. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES WITH RENNE SLOAN HOLTZMAN SAKAI LLP**
Report: Interim City Manager Theresa DellaSanta
Recommendation: Authorize the Interim City Manager to execute an agreement for Professional Services with Renne Sloan Holtzman Sakai LLP for labor negotiation services in an amount not to exceed \$12,300
- 12. REVISIONS AND EXTENSION OF AGREEMENT FOR LEGAL SERVICES**
Report: Interim City Manager Theresa DellaSanta
Recommendation: Authorize Interim City Manager to execute an agreement with William B. Connors for legal services in an amount not to exceed \$12,800 per month
- 13. DESTRUCTION OF RECORDS**
Report: Interim Police Chief Ed Flint
Recommendation: Adoption of Resolution 12-xx approving destruction of records authorized by Town approved Records Destruction Policy number 1.1
- 14. APPROVAL OF ONE -YEAR LEASE EXTENSION WITH KNOX PLAYSCHOOLS, INC. AT HOLBROOK-PALMER PARK**
Report: Interim City Manager Theresa DellaSanta
Recommendation: Approve a lease extension from July 1, 2012-August 30, 2013 with Knox Playschools, Inc. for the operation of the Playschool in Holbrook-Palmer Park
- 15. PROPERTY TAX EXCHANGE FOR THE PROPERTY AT 70 CAMINO POR LOS ARBOLES (APN 070-302-300)**
Report: Interim Finance Director Debra Auker
Recommendation: Approve resolution 12-xx, a property tax exchange with the County of San Mateo for the property located at 70 Camino Por Los Arboles (APN 070-302-300)
- 16. APPROVAL OF ADDING A LINK FOR FEEDBACK TO THE ATHERTON LIBRARY BUILDING STEERING COMMITTEE WEBSITE AND RECEIVE STATUS REPORT ON PUBLIC OUTREACH EFFORTS**

Report: Interim City Manager Theresa DellaSanta
Recommendation: Approve adding a feedback link to the Atherton Library Building Steering Committee website and receive status report on public outreach efforts

17. TOWN OF ATHERTON COMMENTS TO FACEBOOK DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR)

Report: Public Works Director Mike Kashiwagi

Recommendation: Receive informational report

18. REORGANIZATION OF POLICE DEPARTMENT COMMUNICATIONS CENTER

Report: Police Chief Ed Flint

Recommendation: Reclassify the Communications Supervisor position to Dispatcher

8:00 P.M. PUBLIC HEARINGS - None

8:00 P.M. REGULAR AGENDA – (Items 19-20)

19. TOWN CENTER TASK FORCE (NEW TOWN CENTER) PROGRAMMING ANALYSIS AND PUBLIC OUTREACH PHASE REPORT AND REQUEST FOR \$5,000 TO COVER COSTS

Report: Interim City Manager Theresa DellaSanta

Recommendation: Approve Nichols Melburg and Rossetto AIA & Associates, Inc. (NM&R) to meet with Town of Atherton staff to re-assess current head-count and space needs to determine appropriate Programming for project and authorize the TCTF to begin the Public Outreach Phase in coordination with NM&R for a total amount not to exceed \$5,000

20. AUTHORIZATION FOR INCLUSION AND EVALUATION OF ATHERTON LIBRARY BUILDING STEERING COMMITTEE PROPOSED PLAN FOR RELOCATION OF MAIN HOUSE USES IN THE ENVIRONMENTAL IMPACT REPORT (EIR)

Report: Community Service Director Mike Kashiwagi

Recommendation: Adopt a motion authorizing the EIR Consultant to include and evaluate the ALBSC proposed plan for relocation of Main House uses in the Library Building EIR. That evaluation may then be used by the Parks and Recreation Commission and others in formulating its recommendation concerning the location of the library in the Park to the City Council

10:15 P.M. 21. COUNCIL REPORTS

10:20 P.M. 22. FUTURE AGENDA ITEMS

A. 2012 EVENT BOOKING AT HOLBROOK PALMER PARK – Lewis/Widmer

B. HANDBOOK FOR COMMITTEE & COMMISSION MEMBERS –

10:25 P.M. 23. **PUBLIC COMMENTS**

10:30 P.M. 24. **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.

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



AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL DRAINAGE
DISTRICT

February 15, 2012

5:30 P.M.

Meeting Room

Town Administrative Offices

91 Ashfield Road
Atherton, California

Special Meeting

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

5:32 P.M. PUBLIC COMMENTS

5:42 P.M. PUBLIC ANNOUNCEMENT OF CLOSED SESSION ITEMS

5:40 P.M. CLOSED SESSION

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

Agency Negotiators: Theresa DellaSanta, Interim City Manager; Geoffrey Rothman, Renne Sloan Holtzman Sakai, LLP.
Employee Organization: Miscellaneous - Teamsters Local Union 856

Agency Negotiators: Theresa DellaSanta, Interim City Manager; Geoffrey Rothman, Renne Sloan Holtzman Sakai, LLP.
Employee Organization: Management Employees & Confidential Unit

Agency Negotiators: Theresa DellaSanta, Interim City Manager; Geoffrey Rothman, Renne Sloan Holtzman Sakai, LLP.
Employee Organization: APOA

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

1. *Jonathan B. Buckheit v. Tony Dennis, Dean DeVlugt, Anthony Kockler, The Town of Atherton, The County of San Mateo, and Jerry Carlson* U.S. District Court for the Northern District of California, San Francisco Division, Case No. CV 09-5000
2. *Kimberly Sweidy & Raimie Stata v. The Town of Atherton, Michael C. Wasmann, Michael A. Hood, Michael J. Cully, CSG Consultants, Inc.*, Superior Court of California, County of San Mateo, Case No. CIV 499893

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

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

4. *Teamsters Local No. 856 v. Town of Atherton, State of California, Public Employees Relation Board, Case No. SF-CE-860-M*

C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9):

One potential case

RECONVENE TO OPEN SESSION

Report of action taken.

6:59 P.M. ADJOURN

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Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: THERESA DELLASANTA, INTERIM CITY MANAGER

DATE: FOR THE REGULAR MEETING OF FEBRUARY 15, 2012

SUBJECT: CITY MANAGER WRITTEN REPORT

ADMINISTRATION:

Park Events:

All bookings for events requiring town facilities are currently going through the Police Department's Executive Assistant (EA). The EA reserves the space and then works with the Public Works Superintendent to arrange for staff to perform set up, take down and clean up.

Since the Town no longer has event staff, residents from selected Town Committees and advisory groups are allowed to access the Pavilion without Town staff and conduct their own setup and breakdown of their events.

Subsequently, the Town received an opinion from the Association of Bay Area Governments (ABAG) that the Town would be liable for any accidents associated with allowing this. The exposure is considered "moderate-high" given the absence of any supervision during setup and breakdown. The fact that users may have limited knowledge and experience with some of the furnishings and equipment used in setting up each activity could make it even more problematic.

The risk exposure can be reduced somewhat via "waiver/hold harmless agreements" but situations could arise where the City's gross negligence may be cited and further arguments made in terms of implied liability despite the waiver.

Staff believes the Town should exercise full control over the se-up and breakdown of the activities.

An example would be for Town staff to set up in advance for the event to make sure that the set-up is free of hazards and reasonable controls are in place (falling objects, trip hazards, AV equipment wiring, etc).

There is also a need to note that there is no supervision during these events. No supervision could amount to negligence and also amounts to no real risk control from a Risk Management/Loss Control perspective.

Short term –We are pulling labor from our park and street maintenance forces to perform setups, breakdowns and cleanups of TOWN SPONSORED events only. Examples of Town sponsored events would be Park & Recreation meetings, Dames fundraisers (Valentine’s Day dance), Council of Cities dinner and Atherton Arts committee meetings/events.

Long term – work out a contracted arrangement with our maintenance services provider, MCE, to arrange for staffing of all three event phases (set-up, tear down and clean up) with additional employees. These employees could be new part time staff or current staff working overtime hours. A separate budget item will need to be arranged to pay for these services.

Building Department Inspections:

The following response was prepared by Mike Kashiwagi in reply to a question regarding how Interwest, from a quality assurance standpoint, makes sure that building inspectors are doing the job the Town would want them to do and they weren’t being too easy in their building inspections.

Response:

I wanted to respond to your question regarding how we ensure our building inspector is doing a good job. Since this was generated from the Mayor of a neighboring City and since he is a professional architect, I was interested in seeing if his comments were based on direct experience he may have had with our staff. I found this wasn’t the case. I do not agree, nor do I believe that receiving positive comments from the Atherton builders is a result of being too easy on inspections. I believe the reason for the positive comments is due to a number of factors including:

- Our inspector is very accessible (we provide his cell phone number to all the builders and he answers the phone when called)
- He is experienced and knowledgeable of the Building Codes and Atherton ordinances
- He provides reasonable interpretations of the codes and his written notices and corrections are clear and understandable
- Our inspector’s comments in the field are consistent with and do not contradict the approved plans
- We are responsive and courteous
- We are knowledgeable and professional

With regards to Quality Assurance, for the Town of Atherton, our approach to ensuring quality started with assembling a very experienced team of professionals who are committed here full time. Our Atherton team has strong technical backgrounds, collectively possess the understanding and knowledge necessary to make reasonable and correct interpretations of the Building Code, have good communication and interpersonal skills, and have the competence and confidence to effectively provide professional building services to the talented and sophisticated architects, engineers, and contractors who build in your community. Our Atherton team includes:

Homer Maiel – Chief Building Official

- Licensed Engineer and Certified Building Official
- Over 26 years municipal building experience
- Certified Plans Examiner and Building Inspector
- Certified Plumbing Inspector and Mechanical Inspector
- Graduate Studies in Structural Engineering

Dave Lasater – Plans Examiner/Building Inspector

- Bachelor of Science Civil Engineering/Graduate Studies in Structural Engineering
- Certified Plans Examiner
- Certified Building, Plumbing, and Mechanical Inspector
- Certified Fire Plans Examiner and Inspector

Michael Greenlee – Building Inspector

- Over 20 years building inspection experience
- Certified Building Inspector
- Certified Prestressed Concrete, Reinforced Concrete, Structural Masonry Inspector

Ron Beehler – QA/QC

- Former Chief Building Official, City of Sacramento
- Licensed Civil and Structural Engineer
- Certified Building Official
- Certified Plans Examiner and Building Inspector
- Over 25 years experience performing life safety, accessibility, and structural plan review

Our Building Inspector, Plans Examiner, and Building Official have daily communication to discuss plan reviews and building inspections to confirm our approach and comments provided to building questions and issues. In addition, our Building Official spends time in the field with the Building Inspector to confirm our levels of inspections are appropriate and our interpretations of the Building Code are correct and consistent.

Our approach and commitment to quality defines, in a large way, the “What We Do”. What I believe is at least equally important is the “How We Do It”. The “how we do it”

is influenced and defined by our mission to facilitate the efficient delivery of high quality private development in the Town of Atherton by:

- Taking a partnering vs regulatory approach
- Balancing the need to insure conformance to standards and regulations with the need for predictability, efficiency, and consistency
- Creating systems and processes which are predictable, uniform, transparent, coordinated, and equitable
- Creating an environment and culture of “no surprises” for the applicant and the Town
- Creating a team which provides a seamless development review process to prevent unintentional “games of gotcha” for project applicants

Our building staff, planning staff, and even representatives from Menlo Fire meet monthly with representatives from the Atherton building community. This group is called our Development Roundtable. The meeting was initiated as a way to facilitate open communication and build professional relationships with Atherton’s building stakeholders. I honestly believe the positive feedback the Town has received since Interwest began providing Building Services for the Town of Atherton is a result of doing a good job in terms of being professional, responsive, respectful, and making clear and reasonable interpretations of the Building Code and Atherton Ordinances.....not because we are easy.

Interwest Consulting Group is very appreciative and values the trust and responsibility the Town of Atherton provided when selected to be the Town’s building services provider. If anyone ever has the interest and time to see firsthand the “what we do” and “how we do it”, we welcome them to meet and spend time with our staff to observe what we do and how we approach our work.

COMMUNITY SERVICES DEPARTMENT: - See attached report

FINANCE DEPARTMENT:

Mid-Year Review of the Financial Position of the General Fund

Council will receive a mid-year review report for the General Fund at the March Council meeting. This report will project revenues and expenditures through the end of the year. Council will be asked to approve certain budget amendments as a result of these projections.

FY 2012-2013 (FY 2013) Budget Season

1. Budget Calendar - Budget season begins in March. At the March Council meeting staff will present a FY 2013 Budget Calendar which will list the public meetings and other deadlines related to adopting the FY 2013 Operating and Capital Budgets for the Town. Historically the Council has held one or two budget study sessions prior to the introduction and adoption of the budget. The final Budget Calendar will likely contain the following dates:

Tentative Dates for Budget Review	
Mid-year Review	March 21, 2012
First Council Budget Study Session	March 27, 2012
Second Council Budget Study Session	April 24, 2012
Finance Committee Review	May 1, 2012
Park & Recreation Commission to review Park budget	May 2, 2012
Introduction of Budget	May 16, 2012
Planning Commission to confirm Budget conforms with General Plan	May 24, 2012
Final adoption of Budget	June 20, 2012

2. Authorized Personnel - Staff is working with the City Manager to develop/confirm City staffing for FY 2013 and beyond. The recommended Staffing Component will include authorized full-time and part-time Town positions, as well as services performed by contract. Staff will present the Town Staffing Component to the Council for review and approval at the first budget study session.

3. Major Town Strategic Goals - Determining major strategic goals for the Town is also an important part of developing both the operating and capital budget for FY 2013. Staff is preparing an outline of strategic and operational goals to be presented to the Council for discussion and feedback at the first budget study session. Receiving feedback and direction from the Council related to the top goals, specifically prioritizing these goals will be an important and necessary first step for developing the budget for FY 2013.

PLANNING DEPARTMENT: - See attached Community Services Department update

POLICE DEPARTMENT:

Patrol

As you may know, a string of vandalism, including the theft of a security camera dating back to October of 2011, have plagued Menlo-Atherton High School (MAHS). To reduce the incidents of vandalism at MAHS, school staff members have been staying on campus late into the evening hours in hopes of catching the culprits in the act.

On the night of 1-28-12, APD patrol officers were dispatched to MAHS as school faculty members watched four (4) suspects, of which two (2) were attempting to cause damage to a school door, while two (2) others served as lookouts. APD officers arrived on the scene and contacted the two MAHS staff members moments after they detained the two suspects, which were in the process of drilling a large hole into the door of Room D-12. APD officers, along with MAHS staff members, escorted the two suspects to the MAHS main office. APD Officers, with the assistance of MAHS faculty, were then able to locate

and apprehend the two suspects acting as “lookouts”, which they escorted to the MAHS main office. All four suspects are currently enrolled MAHS students, and all have admitted to being involved in the previous six vandalism cases at MAHS dating back to 10-15-2011. In addition, one of the suspects admitted to stealing the security camera last October, and had it in his bedroom at home.

During my six months as your Chief of Police, one of the many things I have learned to appreciate about the Atherton community and our schools, is the close, effective police-community partnerships that have been formed to address problems like the one above. APD officers were aware and supportive of MAHS school faculty staying on campus after hours to assist APD in the apprehension of the vandals. Council Member Jim Dobbie has expressed his desire for APD to be more of a "community policing" organization. This is an excellent example of Community Policing 101, as ADP and MAHS formed a partnership and a strategy to address and resolve a community crime problem.

Remember, Community Policing is not a project, or a program, or teddy bears in the trunk of APD patrol cars. It's an organizational philosophy and problem solving strategy that should permeate every aspect and every member of the Atherton Police Department. One of the key principles of community policing is the reassessment of the community's role in policing. In the words of Sir Robert Peel, "The police are the public and the public are the police; the police being only members of the public who are paid to give full time attention to police duties, which are incumbent on every citizen in the interests of community welfare and existence".

Kudos to Sergeant Brad Mills and his patrol team, the Communications Center dispatcher, and MAHS faculty for putting together a plan and successfully resolving a community crime problem.

Officer David Gomez has been selected as the newest K-9 handler for the police department. David started as a Reserve Officer back in April of 2010 and with his positive attitude, hard work and dedication, he was chosen to receive a dog. A generous donation from an Atherton resident has made this possible and David will pick up his new partner on Friday. Officer Gomez will begin training with his new partner while he attends the Basic Handler course in March.

Investigations

On Friday, January 27, 2012 at approximately 2000 hours, residents from the 200 block of Atherton Avenue came to the police department to report that they were just robbed in their home.

Officers were immediately dispatched to the residence. Officers set up a perimeter surrounding the property. Atherton officers with the assistance of a k9 from Redwood City police Department searched the house, backyard, and adjacent property to the rear. The suspect(s) were not located. A black pellet gun and knife, that was used by the

suspect, was recovered at the scene. The property loss included cash, jewelry, and collectible model cars, with an approximate total value of \$300,000.00.

This case is still currently under investigation.

PUBLIC WORKS PROJECT UPDATES:

Library Project Manager Request For Proposal (RFP)

Town staff is soliciting proposals for the Library Project Manager. Due date for the proposal is 4 p.m., March 9, 2012. The RFP is available on the Town's website. Once proposals are received they will be reviewed by a 5 member evaluation committee. The evaluation committee will consist of; (1) member Atherton Library Building Steering Committee, (1) member San Mateo County Library, (1) member Town of Atherton Public Works, and (2) senior technical staff from neighboring local agencies. It is anticipated that a recommendation for a library project manager will be presented to City Council for action at your April 2012 Council meeting.

Building Services Customer Surveys

Customer service surveys have been developed to obtain feedback on the quality of building services. Separate surveys have been prepared for Plan Review, Building Inspections, and Permit Counter/Permit Issuance services. Customers have the option of either filling out hard copy mail-in post cards provided by the Town or complete the survey electronically through the Town's website.

Facebook Meetings

During the week of January 30th, Town staff had meetings with local agency staff regarding the Facebook Draft Environmental Impact Report (DEIR). Neal Martin and Mike Kashiwagi met with Menlo Park public works and planning staff to share and discuss our concerns regarding traffic impacts at the Marsh/Middlefield intersection in Atherton. The purpose of this meeting was to get an understanding of the process and timing for the Town to identify specific measures/improvements to mitigate impacts. As a result of this meeting, staff will be preparing and submitting specific mitigation measures for consideration by Menlo Park staff for inclusion in the Final EIR.

Public Works, Planning, and City Attorney also met with representatives of Menlo Atherton Fire and East Palo Alto. The purpose of this meeting was to share issues and concerns of our respective agencies as well as DEIR comments submitted each agency. We also discussed potential approaches our agencies could take either individually or collaboratively to address common issues and to ensure that significant impacts are properly and successfully mitigated.

MCE contract -

- Sweep contracted monthly streets – 37 miles, 20 yards of debris, 11.45 tons.

- Install “no stopping zone” 273 Alameda de las Pulgas
- Leaf removal from non-sweepable areas (30 yds)
- Remove/store holiday lights from Library
- Remove down light pole from 187 James Ave.
- Turf installation at Town Center flagpole
- Park maintenance with emphasis on LL field.
- Town Center clean-ups (5 ea)
- Litter removal concentrated effort – ECR and Marsh Road
- Build and install new concrete road markers – Marymont/Polhemus, Oak Grove/Toyon, Selby/Almendral.
- Drain cleaning – Various locations
- Repair lights in PD garage (new ballasts)
- Prune entry gate ECR at Lloyd Park, Alameda and Atherton Ave and Middlefield Bike Lane
- Service requests;
 - Debris – Xmas tree on ECR
 - Respond to knocked over light pole Serrano and Robleda
 - Lights out – PD report writing room
 - Complaint – trim vegetation ECR at Spruce
 - Brush dumber in Bike Lane Valpariaso
 - Repair restrooms at HP Park
 - Pothole repair – Isabella
 - Complaint – remove spider webs from front of admin building
 - Repair icemaker at PD
 - HVAC repair at Carriage House
 - Debris Pickup ECR at Redwood Way
 - Streetlight out at Library
- Lighting check of all facilities
- Upkeep sand bag area for residents (new sand, stock bag bin, tools).
- General duties – Garbage cans, town wide and ECR litter, Town Center landscape, ECR landscape, corp yard clean-up, vehicle/tool maintenance,

Atherton Trash Reduction Plan –

Per the towns permit with the State of California’s Regional Water Quality Control Board (RWQCB), permittees are required to reduce trash from their Municipal Storm Sewer Systems (MS4s) by 40 percent before July 1, 2014.

Required submittals to the San Francisco Bay Regional Water Quality Control Board (Water Board) by February 1, 2012 under MRP provision C.10.a (Short-Term Trash Loading Reduction Plan) include:

1. (a) Baseline trash load estimate, and (b) description of the methodology used to determine the load level.

2. A description of the Trash Load Reduction Tracking Method that will be used to account for trash load reduction actions and to demonstrate progress and attainment of trash load reduction levels.
3. A Short-Term Trash Loading Reduction Plan that describes control measures and best management practices that will be implemented to attain a 40 percent trash load reduction from its MS4 by July 1, 2014;

The town provided this plan for trash reduction to the RWQCB on January 31, 2012. The summarized main points of interest where the town showed significant ways of reducing its trash load to meet the July 1, 2014 deadline are;

- Full and active participation in the countywide public education and outreach program.
- Contract language with our garbage collector to prevent and enforce instances of spillage of trash onto Town streets.
- Contract language with our garbage collector requiring covered loads and covered trash receptacles.
- Maintenance of physical barrier at Towns trash “hot spot” to prevent accumulation of trash in creek and allowing trash to be instead removed by monthly sweeping.
- A strategic plan to upgrade the efforts for checking and emptying pedestrian trash receptacles in both the Town Center and Holbrook-Palmer Park.
- An investment in regular scheduled staff time to remove litter along El Camino Real (State Highway SM 082) within the Town limits.
- Annual clean-up of the Atherton Channel within Town limits (4.1 miles) by contractors to remove trash, organic debris and accumulated silt (when necessary).



Town of Atherton
Building Department

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

Community Services
Monthly Report
January 2012

Submitted by:
Mike Kashiwagi, PE
Director of Community Services

**Town of Atherton
Building Safety & Inspection**

*Construction and Permit Summary
January 1, 2012 to January 31, 2012*

	November	Fiscal Year 2011-12
Total Construction Valuation¹:	\$ 10,430,520.00	\$ 125,198,708.00

REVENUE

Plan Check Fees Collected:	\$16,297.80	\$ 221,687.70
Permit Fees Collected:	\$77,746.25	\$ 646,171.55
TOTAL:	\$ 94,044.05	\$ 867,859.25

PLAN CHECK

Applications Received:	51	411
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PERMITS

Residential:		
New Single Family Residential Permits Issued:	2	22
New Accessory Structures Issued:	4	77
Addition / Alteration Permits Issued:	18	99
Reroof / Water Well Permits Issued:	0	44
Plumbing/Mechanical/Electrical Permits Issued:	13	90
Non-Residential:		
New Permits Issued:	0	1
New Accessory Structures Issued:	0	2
Addition / Alteration Permits Issued:	0	0
TOTAL Permits Issued:	37	335

INSPECTIONS

Inspections Performed:	590	3331
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Footnotes:

¹Valuation: For permitted projects during this period.

Town of Atherton Building Safety & Inspection

Code Enforcement Activity Summary

January 1, 2012 to January 31, 2012

CE responded to the following types of cases:

1. Dangerous Trees	2 c	10. Early Set Out-trash	15 c
2. Construction Law	1 c	11. Neighbor Law	0
3. Dog Barking	1 o	12. Animal	0
4. Building without permits	1 o	13. Litigation	2 o
5. Encroachments	10 c	14. Vehicles	0
6. Fence Violations	0	15. Unsecured Prop	0
7. Accessory Bld.	3 c / 1 o	16. HOA Contact	2 c
8. Refuse	0	17. Admin/finance	0
9. Zoning	3 c	18. Admin/ordinance	1 c
		19. Public Nuisance	0
Number of Cases Closed = 37		Number of Cases Still open = 5	

c: Closed

o: Open

Planning projects

January 1, 2012 to January 31, 2012

	This Month Activity	Year to Date Activity
Staff Level Reviews	15	123
Planning Commission Items	2	7

The Planning Commission cancelled its February 1 meeting due to a lack of agenda items. The next Planning Commission meeting is scheduled for February 22, 2012.

Arborist Activity Summary

January 1, 2012 to January 31, 2012

	Site Visits			Plan Review
	Tree Removal	Inspections	Info. / Consu.	
TOTAL	19	11	7	9

**Town of Atherton
Building Safety & Inspection**

Summary of New Single Family Residential

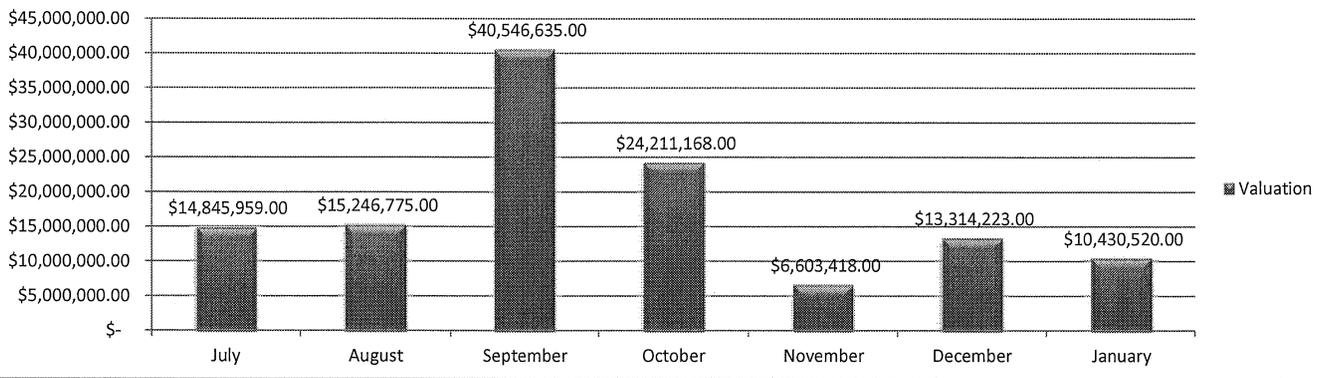
Month	2012	2011
January	2	-
February		-
March		-
April		-
May		-
June		-
July		3
August		4
September		6
October		5
November		1
December		1
Total New SFD Permits:	2	20

Plan Check Performance

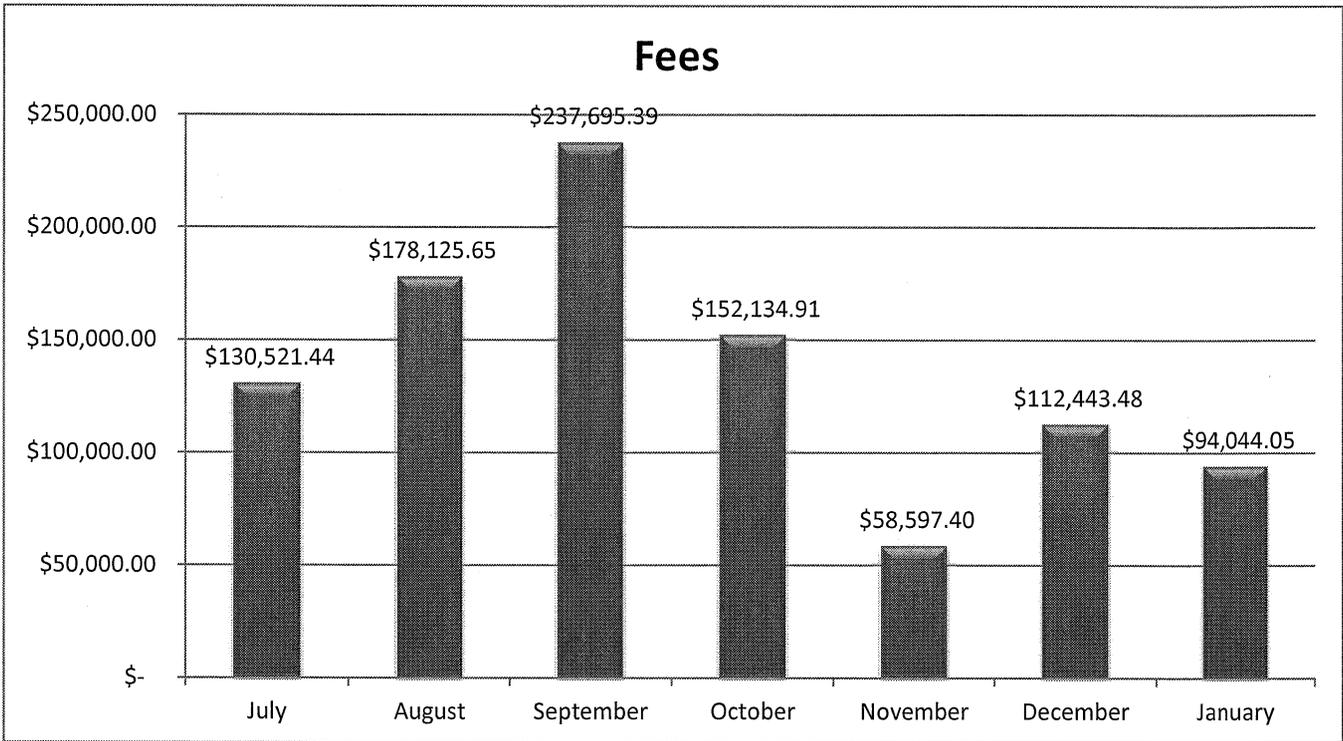
January 1, 2012 to January 31, 2012

	Cycles	Target	No. of days exceeded	Average Review Days
Major Plan Check	1st Review	10	0	7
	Subsequent Rev.	5	0	3
Minor Plan Check	1st Review	3	0	3
	Subsequent Rev.	2	0	-

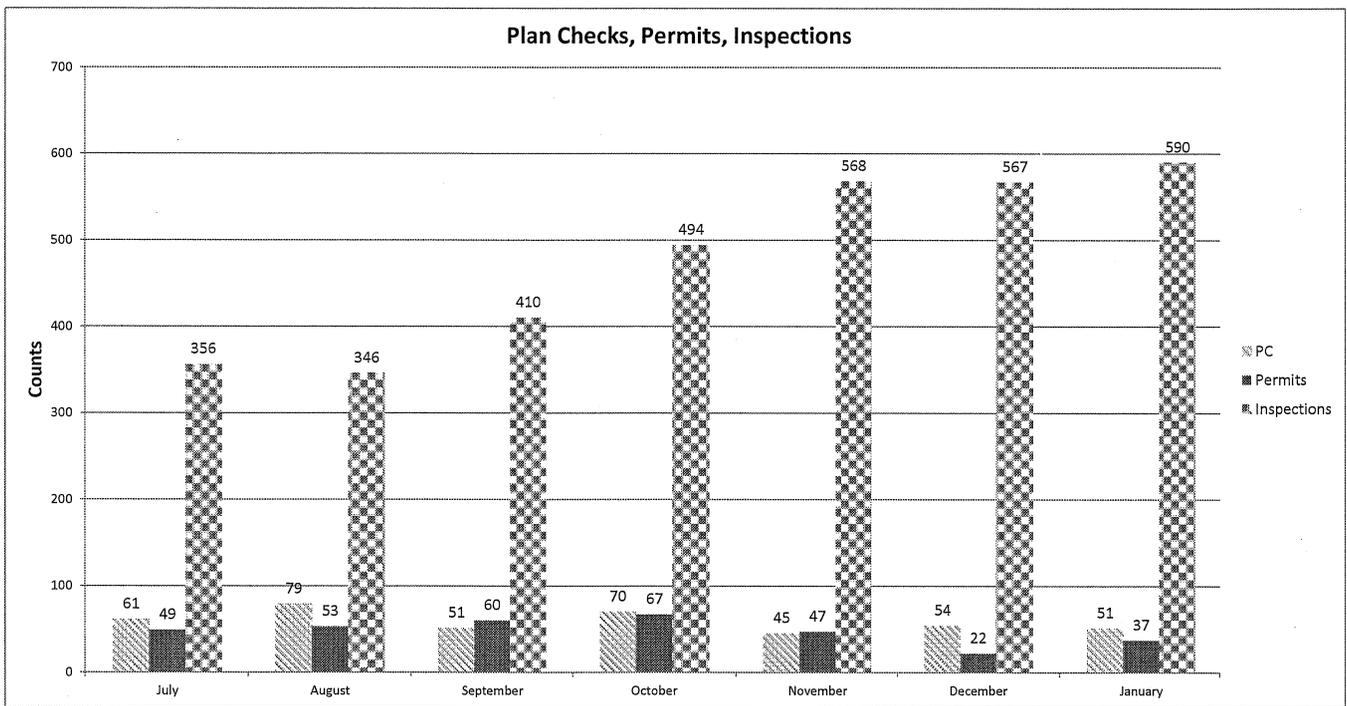
Valuation



Fees



Plan Checks, Permits, Inspections





Draft Minutes
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
January 18, 2012
7:00 p.m.
COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California
REGULAR MEETING

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

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL** Lewis, Dobbie, Widmer, McKeithen, Carlson – All Present
3. **PRESENTATIONS**

Proclamation to Tim Lynch – Retired Atherton Sergeant

Mayor Widmer read the proclamation to Lynch. Chief Flint congratulated Lynch on his retirement, commended him on 31 years of faithful and dedicated service to the citizens of Atherton. Tim hired on with the Atherton Police Department in July of 1984 as a Reserve Officer and was eventually hired as a fulltime police officer. Tim worked his way through the ranks in the Department from patrol, detectives, corporal, and finally sergeant.

Phil Lively, Atherton resident, thanked the Atherton Police Department and Tim Lynch for a specific incident he assisted Lively's family with more than four years ago.

Introduction of Brad Mills - Atherton Sergeant

Chief Flint introduced Brad Mills who was promoted from Police Officer to Sergeant on December 25, 2011 to fill the sergeant's vacancy created by Sergeant Tim Lynch's retirement. Mills has been with the Atherton Police Department for more than 20 years and has served in a variety of capacities such as Field Training Officer (FTO), Motorcycle Officer, Acting Sergeant, and with the San Mateo County Gang Task Force (GTF). Chief Flint introduced Mills' wife and daughter.

4. **PUBLIC COMMENTS**

Jon Buckheit, Atherton resident, suggested that Council reconsider an ethics committee. He added that an oversight board might have prevented the death of K-9 Lotty who ingested a sago palm. Buckheit noted all of the expenses and wage increase that were involved in maintenance and training this dog, and he felt there should be more accountability.

Denise Kupperman, Atherton Dames, noted that the Dames are holding their annual Valentine's Day dance on Saturday, February 11th in the Pavilion at the park.

Melinda Tevis, Atherton resident, urged Council not to allow the new town center project to take over the library project. Tevis questioned why there is no push for a town-wide vote on the new town center project.

Kathy McKeithen, who spoke as a resident from the dais, said she doesn't believe anyone could possibly fathom how difficult the job of being on Council really is. McKeithen said she always puts the best interest of the Town before her own self-interest. The livelihood of her family has been threatened and her home vandalized. McKeithen said that on top of this the insults, threats, and petty remarks she has had to endure from a fellow Council Member have been inappropriate. McKeithen requested that the Mayor push Council to conduct themselves in accordance with the Town's code of conduct.

Sean Barstadt, speaking on behalf of resident Willie Mays, requested that Council consider renaming Mt. Vernon Lane to Willie Mays Way. Barstadt said Mays is a great asset to the Town and it is time to give back to him.

5. **REPORT OUT OF CLOSED SESSION** – None.

6. **CITY MANAGER'S REPORT**

Vice Mayor Lewis asked what the two-wire system conversion in the park is and questioned where residents can pick up sandbags.

Kashiwagi said the two-wire system refers to the updated sprinkler system.

David Huynh, Assistant Engineer noted that the sand and the bags can be picked up behind the permit center trailers.

Lewis noted that the building department fees for the first half of the year demonstrates positive fee revenue and the new department is doing a great job turning things around.

Jon Buckheit, Atherton resident, suggested that Council consider holding a closed session in the near future.

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

CONSENT CALENDAR (Items 8-17)

Council Member McKeithen removed item 16 and commented on item 11.

Vice Mayor Lewis had corrections to item 8, comments on 10 and 11, recused herself from item 14, and removed items 16 and 17.

Council Member Dobbie also removed items 16 and 17.

Public Works Director Kashiwagi noted that for item 10, the former Public Works Director's name was on the notice of completion and staff will change it to reflect the current director.

Council Member Carlson noted that Executive Director Richard Napier was present in the audience in case anyone has questions regarding item 12.

8. APPROVAL OF DECEMBER 21, 2011 REGULAR MEETING

Recommendation: Approve December 21, 2011 regular meeting minutes

9. APPROVAL OF BILLS AND CLAIMS FOR DECEMBER, 2011 IN THE AMOUNT OF \$1,173,541

Recommendation: Approve Bills and Claims in the amount of \$1,173,541

12. APPROVE THE OWNERSHIP, OPERATIONS, AND MAINTENANCE AGREEMENT BETWEEN THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND THE COUNTY OF SAN MATEO AND THE TOWN OF ATHERTON FOR THE SAN MATEO COUNTY SMART CORRIDORS PROJECT

Report: Public Works Director Mike Kashiwagi

Recommendation: Approve and authorize the City Manager to execute the Ownership, Operations, and Maintenance Agreement between the City/County Association of Governments (C/CAG) of San Mateo County and the County of San Mateo and the Town of Atherton for the San Mateo County Smart Corridor Project

13. APPROVE RECOMMENDATION OF ATHERTON TRANSPORTATION COMMITTEE TO ELIMINATE STREET PARKING AT ADDRESS 273 ALAMEDA DE LAS PULGAS

Report: Public Works Director Mike Kashiwagi

Recommendation: Approve recommendation of Atherton Transportation Committee to eliminate stopping in front of residence at 273 Alameda de las Pulgas

15. EXTEND CONTRACT BETWEEN TOWN AND JOHN DANIELSON FOR INTERIM CITY MANAGER SERVICES

Report: Deputy City Clerk Theresa DellaSanta

Recommendation: Approval amendment to extend services with John Danielson for interim city manager services

MOTION by Dobbie, second by Carlson to approve the consent agenda excluding items 10, 11, 14, 16, and 17. The motion passed.

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

Council then took up items that were removed.

10. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$80,930.34 FOR THE UPPER ATHERTON CHANNEL CREEK STABILIZATION AND SLOPE RESTORATION PHASE II PROJECT

Report: Public Works Director Mike Kashiwagi

Recommendation: Accept work and authorize recording of a notice of completion and approving contract change orders in the amount of \$80,930.34 for a total project cost of \$643,905.34 for the Upper Atherton Channel Creek Stabilization and Slope Restoration Project, Project Number 56037

MOTION by McKeithen, second by Lewis to approve recording of a notice of completion and approving contract change orders in the amount of \$80,930.34 for a total project cost of \$643,905.34 for the Upper Atherton Channel Creek Stabilization and Slope Restoration Project, Project Number 56037. The motion passed.

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

11. APPROVE A CONTRACT AMENDMENT FOR BKF ENGINEERS FOR DESIGN SERVICES IN THE AMOUNT OF \$28,443.59 AND CONSTRUCTION AND PERMIT COMPLIANCE SERVICES IN THE AMOUNT OF \$24,400.00 FOR THE UPPER ATHERTON CHANNEL CREEK STABILIZATION AND SLOPE RESTORATION PHASE II PROJECT

Report: Public Works Director Mike Kashiwagi

Recommendation: Approve 2 Contract Amendments for BKF Engineers; one for design services in the amount of \$28,443.59 and one for construction and permit compliance services in the amount of \$24,400 on the Upper Atherton Channel Creek Stabilization and Slope Restoration Phase II Project, project number 56037 and increase the Upper Atherton Channel Creek Stabilization and Slope Restoration Project budget by \$52,843.59

McKeithen noted that the numbers in the staff report do not add up. McKeithen said the \$197,983.00 for construction services should be changed to \$197,783.00. Staff will make the changes.

MOTION by Carlson, second by Lewis to approve 2 Contract Amendments for BKF Engineers; one for design services in the amount of \$28,443.59 and one for construction and permit compliance services in the amount of \$24,400 on the Upper Atherton Channel Creek Stabilization and Slope Restoration Phase II Project, project number 56037 and increase the Upper Atherton Channel Creek Stabilization and Slope Restoration Project budget by \$52,843.59. The motion passed.

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

Vice Mayor Lewis said the Town has been pestered by the San Francisco Dusky-Footed Woodrats and the Town's budget has been skewed because staff had to relocate about 10 nests.

14. APPROVE THE RECOMMENDATION OF THE ATHERTON TRANSPORTATION COMMITTEE TO INSTALL A NEW SCHOOL CROSSWALK AT THE INTERSECTION OF EMILIE AND MACBAIN

Report: Public Works Director Mike Kashiwagi

Recommendation: Approve the installation of a new school crosswalk on Emile Avenue at the intersection of Emile Avenue and MacBain Avenue

Kashiwagi said the item was approved at the last Transportation meeting.

John Ruggeiro, Transportation member, said the committee agreed they were going to wait until school officials had met with their neighbors.

MOTION by Widmer, second by Dobbie to send the item back to the Transportation Committee. The motion passed.

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

16. APPROVAL OF BUDGET AMENDMENT TO HIRE AN EXECUTIVE SEARCH FIRM TO RECRUIT A PERMANENT CITY MANAGER

Report: City Manager John Danielson

Recommendation: Approve budget amendment to hire an executive search firm to recruit a permanent City Manager in the amount not to exceed \$25,000

McKeithen said she is not in favor of hiring a recruiting firm. She added that the Town should hold off until they hear from CalPERS on the request to extend John Danielson's contract. McKeithen added that Council should conduct the search themselves to save money and because search firms in the past have not proved much success for the Town.

Dobbie agreed that recruitment should not begin until the Town receives a response from CalPERS.

Lewis said that Council worked very well together when they conducted the search which brought Danielson on board. Lewis said it would save the Town a lot of money and added that the process should start right away.

Carlson felt that Danielson's input would be extremely valuable to the recruitment process.

Melinda Tevis, Atherton resident, said that Danielson was hired to do the recruitment and was happy to hear that Council doesn't support a recruitment firm.

John Ruggeiro, Atherton resident, said he would love to see Danielson stay with the Town. He added that Council has run into problems in the past with executive recruiters.

Mayor Widmer said that because the Town does not know how CalPERS will respond, he felt recruitment should begin immediately. Widmer said he agreed that Danielson is an integral part of the recruitment process, but felt that the process needs to get started and Council should authorize an expenditure to do so.

Danielson said that advertising, travel and background checks will cost the Town and suggested authorization of approximately \$10,000. He added that Council might consider appointing a subcommittee in the event CalPERS rejects the Town's request.

Mayor Widmer said a job description and potential help from a recruiting firm will be prudent in preparation for however CalPERS responds to the Town's appeal.

Vice Mayor Lewis mentioned that there was a candidate that Council interviewed in 2010 that everyone seemed to like. She suggested contacting that person for the permanent position.

MOTION by McKeithen, second by Lewis to provide direction to the City Manager to establish a timeline and process for the in-house recruitment of a permanent City Manager. The City Manager will work with Council to develop the criteria and attributes necessary to be a viable candidate for City Manager. The City will proceed with advertising and recruitment of candidates and recommend the top candidates to the Council to be interviewed with an authorization of up to \$10,000 for recruitment expenses. The motion passed.

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

Widmer said he felt the Town should be conducting a parallel path in order to be prudent.

17. APPROVAL OF CITY COUNCIL COMMITTEE ASSIGNMENTS

Report: Deputy City Clerk Theresa DellaSanta

Recommendation: Approve Council Committee Assignments prepared by Mayor Widmer

Council Member Dobbie suggested that he be removed from the Atherton 2020 Gateway committee. Vice Mayor Lewis was substituted.

Widmer said all of Atherton's committees have two Council Members except the Library committee and he suggested Council consider expansion in the future.

MOTION by McKeithen, second by Lewis to approve Council Committee Assignments prepared by Mayor Widmer with the change noted. The motion passed.

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

PUBLIC HEARINGS - None

REGULAR AGENDA – (Items 18-20)

18. TOWN CENTER TASK FORCE RECOMMENDATION TO APPROVE NICHOLS, MELBURG AND ROSETTO TO WORK WITH THE TOWN ON THE NEW TOWN CENTER PROJECT

Report: Town Center Task Force

Recommendation: 1. Approve Nichols Melburg & Rossetto AIA & Associates, Inc. (NM&R) as the architectural firm to work with the Town of Atherton on the new town center project. 2. Authorize the TCTF to notify NM&R of their selection and to meet with them to determine cost of public outreach program. 3. Authorize the TCTF to review with City Manager and staff current head count and verify space needs as compared with those of 2010.

Vice Mayor Lewis reported on behalf of the Task Force. She said the committee is requesting that Council approve Nichols Melburg & Rossetto AIA & Associates, Inc. (NM&R) as the architectural firm to work with the Town on the new town center project, authorize the TCTF to meet with MM&R to determine cost of public outreach program and authorize the TCTF to review with City

Manager and staff current head count and verify space needs as compared with those of 2010. Lewis presented historical information on the committee's progress. Lewis concluded that the committee is not requesting any funding until a plan for public outreach is in place and private donation efforts are underway.

Council Member Carlson said the committee is hoping to get reaffirmation from Council so that residents would be encouraged to begin donating. Carlson added that in parallel to Council approving NM&R as the architect, he suggested the Town go to resident groups for help with fundraising efforts so the Task Force can come back with plans.

Council Member Dobbie said with so few employees left he is afraid the Town may build something that is no longer needed.

Council Member McKeithen felt a town center can be a very positive thing for this town. McKeithen noted that the feedback responses on the concept designs were low, and she was concerned that one of the diagrams from NM&R included a library and felt it puts them at an unfair advantage. She added that the process in which the project will be financed is a principal concern. McKeithen concluded that a clear view and analysis of financial realities and options should be done so the Town knows where it is headed.

Council Member Carlson said the TCTF is evaluating financial options as authorized in its charter.

Council Member Dobbie said he prefers to have a better understanding of how much space is needed before an architect is selected.

Council Member Carlson said that the TCTF would like NM&R to work with the Town on determining updated space needs. Carlson felt that NM&R would be helpful in getting the best input to engage the Town.

Vice Mayor Lewis said Council's concerns are well taken and that the TCTF's program document was created to provide a flexible program including verifying and recounting current space needs.

Council Member McKeithen asked where the money will come from.

Council Member Carlson said Council needs to demonstrate that they are serious about this project by selecting an architect and working on a plan to move forward. Carlson said there are serious citizens who are prepared to donate and all they need is reaffirmation from Council.

Council Member Carlson asked his colleagues if they are serious about this project. Council Members McKeithen and Dobbie said they are absolutely serious about the project, but they would like to analyze additional financing mechanisms and a plan for funding.

Council Member McKeithen said she prefers to have a plan for funding in front of her before she approves an architect.

Steve Dostart, Task Force member, said the TCTF has worked well together and have their heart and soul in it for all the right reasons. Dostart said the TCTF prefers to work with the recommended architect and get information based on their professional input.

John Ruggeiro, Atherton resident, said the funds should be established before architects are selected. He added that a vote should be put out to all residents on whether they want a new town center.

Pat Dobbie, Atherton resident, clarified that Council Member Dobbie believes that there is no question that the current town center is in dire shape and a new one is needed. She concluded that she prefers not want to stop at the opinion of only two architects.

Denise Kupperman, Atherton resident, said the current facilities are inadequate. Kupperman said that as a resident she doesn't feel like she has been asked for her opinion on funding options and outsourcing ideas.

Sandy Crittenden, Atherton resident, said he has concerns about spending town funds because the project has been marketed entirely by acceptance of private donors. He concluded that the money paid through for building permits should go to the Town and not be earmarked for the building department portion of the facility.

Council Member McKeithen said that in the spirit of cooperation she would like to support the TCTF by selecting NM&R as the preferred architect and authorize the TCTF to meet with NM&R to come up with an outreach plan to bring back to Council for approval.

MOTION by McKeithen, second by Dobbie to select Nichols Melburg & Rossetto AIA & Associates, Inc. (NM&R) as the architectural firm to work with the Town of Atherton on the new town center project and authorize the TCTF to notify NM&R of their selection and to meet with them to determine cost of public outreach program and come back to Council with a plan for approval.

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

Council Member Dobbie said there is no doubt that we are all in favor of a new town center, but we need to be mindful of where the money will come from. Dobbie thanked the TCTF for all their work.

19. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$ 322,483.18 FOR THE FLETCHER DRIVE/RIDGEVIEW DRIVE PAVEMENT AND DRAINAGE IMPROVEMENT PROJECT

Report: Public Works Director Mike Kashiwagi

Recommendation: Accept work and authorize recording of a notice of completion and approving contract change orders in the amount of \$322,483.18 for a total project cost of \$1,689,946.65 for the Fletcher Drive/Ridgeview Drive Pavement and Drainage Project, Project Number 56033

Public Works Director Kashiwagi said the design errors and the excessive change orders are a result of issues with the design consultant and not the contractor. Kashiwagi said staff is working with the City Attorney to begin investigating the cause and damages to the Town resulting from staff believes to be design errors and omissions. Staff also notified the design consultant of the Town's intent to seek recovery from responsible parties.

Kashiwagi concluded that staff will continue to keep Council informed as they work through the process of quantifying the amount of damages attributed to design error and omissions with the design consultant and their insurance carrier.

Council Member Dobbie said the Town should be embarrassed that it allowed change orders to increase this high. Dobbie pointed out that it is the design engineer's problem and not the Town.

City Attorney Connors said staff has reviewed the issue and the consultant is on notice to alert their insurance carrier because this is a very serious matter.

MOTION by Dobbie, second by Lewis to accept work and authorize recording of a notice of completion and approving contract change orders in the amount of \$322,483.18 for a total project cost of \$1,689,946.65 for the Fletcher Drive/Ridgeview Drive Pavement and Drainage Project, Project Number 56033. The motion passed.

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

20. CONSIDER RECOMMENDATION OF THE ATHERTON TRANSPORTATION COMMITTEE TO INSTALL THREE "KEEP CLEAR" ZONES ON MIDDLEFIELD ROAD AT THE INTERSECTIONS WATKINS, JAMES AND LINDEN AVENUES FOR A 3 MONTH TRIAL PERIOD

Report: Public Works Director Mike Kashiwagi

Recommendation: Consider recommendation of Atherton Transportation Committee to install three (3) keep clear zones on Middlefield Road at the intersections of Watkins, James and Linden Avenues for a 3 month trial period

Council Member McKeithen said this was brought to the Transportation Committee by a Lindenwood resident who said she and many other residents are having difficulty getting out of the gates. McKeithen said this would be a trial basis to see if it helps.

Carlson said that on Middlefield in the Fair Oaks area it can be dangerous so it may be fitting for the Town to look into other areas as well.

Dobbie supported the recommendation and noted that it is almost impossible to make a left turn out of James Avenue onto Middlefield.

Carlson asked how the trial will be evaluated. McKeithen said the Transportation Committee will be prepared to make a recommendation to Council based on input from Public Works and the Police Department.

Kashiwagi said it costs about \$750 to implement. He added that there are not a lot of mechanisms for evaluation except traffic enforcement.

Vice Mayor Lewis said the PD raised the issue of safety hazards because of the potential of blind spots with the keep clear signs.

Kashiwagi said that was mainly for people turning left off of Watkins. He said all three locations will have visibility problems, but none of it will affect foot or bicycle pedestrians.

Mayor Widmer said the majority of the times the intersections are not full and he wondered whether this was actually necessary. Widmer said Council seems to send mixed messages on what they spend town funds on. He asked if a traffic survey is needed.

Kashiwagi said a traffic survey is not needed. Staff can do a survey of the affected residents, but that can cost just as much, if not more.

MOTION by McKeithen, second by Dobbie to approve installation of three (3) keep clear zones on Middlefield Road at the intersections of Watkins, James and Linden Avenues for a 3 month trial period, and report back to the Transportation committee. The motion passed.

Ayes: 4 Nays: 1 Abstain: 0 Absent: 0

21. COUNCIL REPORTS

Council Member Carlson noted that during Governor Brown's state of the State address he stated his desire for high speed rail funding and continues to push for it. Carlson said William Grindley has come up with a list of issues to address in the business plane.

Council Member Dobbie thanked the Rail Committee and all residents involved in their work against the high speed rail.

Vice Mayor Lewis said she received a message from the Community Coalition against High Speed Rail which encourages everyone to contact the Governor with their concerns.

22. FUTURE AGENDA ITEMS

Council Member McKeithen requested a closed session in the near future for verbal updates and discussions.

Mayor Widmer said he forwarded an email he received with Photoshop pictures of the Council chambers where it shows a nice enhancement to the Chambers by just hanging curtains on the wall behind the dais.

Council agreed that the Facebook EIR in Menlo Park should be an agenda item in the near future and that staff should be very involved in it.

23. PUBLIC COMMENTS

Mark Pertenski, member of the public, made suggestions for changes with the audio and video equipment.

24. ADJOURN

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

Mayor Widmer adjourned the meeting at 9:45 p.m.

Respectfully submitted,

**Theresa DellaSanta
Deputy City Clerk**



DRAFT - MINUTES
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
November 8, 2011 @ 6:00 P.M.
CITY COUNCIL CHAMBERS

94 Ashfield Road
Atherton, California

SPECIAL MEETING

The Mayor called the meeting to order at 6:00 pm.

1. **ROLL CALL** Council Members Lewis, Carlson, McKeithen,
Vice Mayor Widmer, Mayor Dobbie

2. **PUBLIC COMMENT** – prior to public comments

Councilman Jerry Carlson wanted clarification on several items from the City Attorney and City Planner (not in attendance) prior to opening Public Comments:

- 1) is there an agreement for a full EIR Study for the Library in the Park? Attorney Conners, there has been a recommendation from the Library Steering Committee to do that, and it will go to the full Council at their next meeting.
- 2) for the City Planner (who was not in attendance) what qualifications did LSA, the environmental consultant have and who did the reference checks? City Attorney, LSA has done numerous large EIR studies, very reputable
- 3) who is engaging this group and authorizing the contract? Will be on next Council agenda and the Town will be engaging the services for the EIR.
- 4) How and when can the public participate in the EIR? How will it be disseminated? City Attorney, part of the study will include a time line, a draft EIR will be available in December. Once scope is complete, a draft EIR is made, and then circulated for 45 days. The EIR must also show impact on green environment and alternative sites. The City Council will then address at their next meeting

Open for Public Comments:

- 1) Karen Bliss, President Friends of the Library – spent three years doing extensive analysis of Library needs and in favor of going forward. Will take years to raise funds for Town Center. Current library may not seismically sustain the delay
- 2) Valerie Gardner, Atherton resident – ALBSC formed as result of Resolution 1030 to poll community sentiment about a new library. Community input not sufficient. 3 workshops not enough time to make comments.
- 3) Steve Dorman, Atherton resident – since the Library has already been approved by Council, don't include library in Master Plan

- 4) Walter Slate, Atherton resident – displeased that after all the careful work of the Council and Steering Committee that a last minute master plan is being considered. Need to work within the resolution passed by Council to complete the EIR assessment and evaluate how new library in the park can blend in with the new Master Plan.
- 5) Charles Marsala, Atherton resident – referred to Town minutes of 2008 where he stated Town needs more input on full Town Center. Need to ask how the majority felt about design concepts and funding for new center. Town needs to do a survey.
- 6) Did Fisher, Atherton resident – the library fund comes from all residents’ tax dollars and everyone should have a say. 300 signatures were gathered requesting master plan. She challenged all council members to do right thing and go forward with the master plan. She gave City Manager a list of qualified landscape architects who could do the master plan.
- 7) Janet Larson, Atherton resident – thanked Library Committee for all their hard work, but did not feel community was advised or included in the process.
- 8) Denise Kuppermann, Atherton resident – chair of Steering Committee – in 1999 town hired an architect to evaluate town facilities, but no support. In 2006 Blue Ribbon Task Force was created and worked for two years with numerous town meetings and their report was accepted by the Council in November 2009. The Town Center Task Force was created in March 2010, to define what public facilities were needed. The Library and Friends of the Library participated and after needs study was done, the Atherton Library Committee was formed. The library was not to be included in town facilities and the committee offered two new sites which were approved by the Council.
- 9) Betty and Edwin Alman, Atherton residents – letter read against master plan
- 10) Greg Conley, Atherton resident – master plan needs to consider how HSR will effect Town Center. Need to assess noise and vibration.
- 11) Joe Lewis, Atherton resident – wants master plan
- 12) Ross, Atherton resident – wants residents to be informed and given a choice
- 13) Jack Ringham, Atherton resident – attended town center meeting with the two competing architects. The scope of town center project excluded town council chambers and library. Needs to expand scope.
- 14) Susan Speiker, Atherton resident – attended town center meeting and surprised library not included. Asked council to reconsider including library in town center
- 15) Sandy Crittenden, Atherton resident – has issues with survey and use of websites. All websites should be non-political or personal. Feels survey is slighted. Does not support spending town funds, ie taxpayer’s money, on master plan.
- 16) Rachael Cross, Atherton resident – Park/Rec did not want Library in the Park

Public Comments closed

- 17) Kathy McKeithen, Councilwoman – has letters from several residents in support of Council decision to build library in park with no further consideration
- 18) Jim Dobbie, Mayor – survey not useful, biased, not sent to all residents
- 19) Bill Widmer, Vice Mayor – 100% in favor of planning ahead. Key points 1) maybe we need to slow down, question timing for master plan; 2) all plans need key parameters and guidelines set by council; and 3) plans take money. Initial work done, so can save some money. Cost for master plan could be several thousand dollars.
- 20) Jerry Carlson, Councilman – master plan will help facilitate both library and town center. Continue with library EIR. The facilities plan will define the relationships and inter-dependence between various departments and functions, ie meeting rooms, avoid duplications.

- 21) Jim Dobbie, Mayor – master plan will cost closer to \$200K and two years. Town Task Force will recommend a huge portion of the facilities report. Would not recommend spending \$200K.
- 22) Mike Kashiwagi, PW Director – cost \$100K range. Several years ago there were studies that can be used and included.

Re-Open for Public Comments:

- 23) Charles Marsala, - \$1.8 million in funds for Town Center. Setup in 2000, accruing at a rate of \$200,000 a year.
- 24) Didi Fisher – if rail is an issue, maybe move everything to park
- 25) Jack Ringham – scope should include council chambers
- 26) Elizabeth Lewis – chambers not included because historic/additional funds needed to upgrade.
- 27) Steve Dorman – meetings posted on website. Outstanding report. Mrs. Palmer’s will probably would not want police, etc. at park
- 28) Janet Larson – communication problems. Not all residents receiving meeting notices. Shouldn’t all buildings be included in plan?
- 29) Valeria Gardner – no info on website of community wants
- 30) Shirley Carlson, Atherton resident – there is a landscape master plan for the Park
- 31) Scott Mitchell, Atherton resident – architect/builder – inconceivable to him how Town can start project of this scope without a coordinated plan. Highly recommends reconsider

Close Public Comments

3. DISCUSS CITIZENS REQUEST FOR A MASTER PLAN

Kathy McKeithen, Councilmember – Library funds are only for the library. Library sent out 1200 emails to residents of meetings. Also banners put up and postcards mailed. Told if can’t attend meetings to contact us anytime. We listened to the community and experts. Even though the Negative Declaration would have probably been sufficient at \$29,000, it is worth listening to the community and for an additional \$86,000 do the EIR. Believes there should be a master plan for the Park, which is where this council recommended as a preferred site. Also the Task Force should have considered a master plan for all the town buildings.

Bill Widmer, Vice Mayor – sorry Town so divided on these two issues. There has been a lot of misconceptions. I think the committee did their best in obtaining input from the residents. People were notified for the two meetings. People were left to choose to attend or not. The Library Committee done what Council asked and they approved the site. There is still work to be done before the site is finalized. I am OK with a master plan for the Town Center. I think it is a positive move, but let’s not undo what has been approved and leave the Library decision alone.

Elizabeth Lewis, Councilmember – here tonight for master plan only. Here because a resident brought in 300 signatures requesting a master plan before making a decision on library. Important more residents are made aware of library location. What is the harm of

a master plan? What is the harm of surveying the residents again? Why would the council take the recommendation of the Library Committee over the Park and Rec?

Questions to City Manager: 1) did you ever have a conversation with the Library Steering Committee about doing a master plan in early 2011? Yes. What was your response? I think we heard from the responses tonight that they were on course and what their planning process was. 2) Have you received any phone calls about the process of the Library going to the Park? Yes, I received several calls. 3) How do you compare these calls to other issues, ie garbage rates? Not overwhelming, and not a real significant number.

City Attorney re CEQA process – Will CEQA look at various sites? By law, they have to look at alternative and various sites. Can the City Council reverse their decision of the Park site? Not tonight. Must be put on next City Council agenda.

Jerry Carlson, Councilmember – this citizen’s petition would probably not been necessary if we had held a council workshop early this year where issues could have been discussed openly. There would have been a public record of all questions raised.

This will be the largest and lasting decision we will have to make. What can we do to support our community? I suggest a new town poll with two simple questions:

1. Do you favor placing the library at the Park? Yes or No
2. Do you favor including the library in the Town Center? Yes or No

This will give residents an opinion. Of course, the council is not bound by the poll. But if a majority says yes to the Park, I will support them. If the majority votes for the Town Center, the Council majority can still vote for the Park. But at least you know how the Town feels about it. Doing a poll shows respect for our residents. I believe we should put the re-polling on next Council agenda.

Jim Dobbie, Mayor - there is no rush for a master plan. I don’t want to slow down the Town Center Task Force by waiting for a master plan. Whatever the Town Task Force recommends and what the Library Task Force has already recommended will be a part of the master plan. Still not in a rush to spend \$200,000 when we are financial strapped.

4. **ADJOURN**

MOTION by Carlson, second by Lewis to adjourn the meeting. Motion passed.

Mayor Dobbie adjourned the meeting at 8:15 pm.

Respectfully submitted,

Judy Bellmont
Office Specialist

TOWN OF ATHERTON
CLAIMS LIST JANUARY 2012

	<u>Amount</u>
A/P Checks (#13325-13463)	\$ 1,325,204
Payroll Checks (#321-325)	3,227
Direct Deposit - Payroll	175,025
Electronic Transfer - A/P & Payroll	210,411
JANUARY 2012 Total	1,713,867

I, Theresa DellaSanta, Interim City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 321-325 (payroll), and 13325-13463 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,713,867 are true and correct based on the information provided to me and that there are sufficient funds for payment.

Theresa DellaSanta
Interim City Manager

The above claims, check numbers 321-325 (payroll), and 13325-13463 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,713,867 are true and correct and are authorized for payment.

Bill Widmer
Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$ 832,914
105	Tennis	780
201	Special Parcel Tax	685,688
203	Gas Tax	29,731
213	Library	34,131
215	Evan Creative Design	250
401	GF Projects	25,180
614	Worker's Comp Insurance	81,605
616	Employee Benefits	23,588
TOTAL		1,713,867

Town of Atherton

Checks by Date - Detail by Check Number

For the Month of January 2012

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13325	1/3/2012	CU K.	BP11-00548	General Fund		Refund recycling deposit BP11-00548, 317 Walsh Rd.	1,650.00
13325 Total							1,650.00
13326	1/3/2012	AFLAC		General Fund		PR Batch 502 12 2011 AFLAC Accident Indemnity	186.66
13326	1/3/2012	AFLAC		General Fund		PR Batch 502 12 2011 AFLAC Cancer Ins	176.28
13326	1/3/2012	AFLAC		General Fund		PR Batch 502 12 2011 AFLAC Dental Ins PreTx	109.43
13326	1/3/2012	AFLAC		General Fund		PR Batch 502 12 2011 AFLAC Hospital Indemnity	76.76
13326	1/3/2012	AFLAC		General Fund		PR Batch 502 12 2011 AFLAC Intensive Care	24.39
13326	1/3/2012	AFLAC		General Fund		PR Batch 502 12 2011 AFLAC Specified Health	27.90
13326	1/3/2012	AFLAC		General Fund		PR Batch 502 12 2011 AFLAC-STD After Tax	41.35
13326	1/3/2012	AFLAC		General Fund		PR Batch 501 12 2011 AFLAC Accident Indemnity	186.66
13326	1/3/2012	AFLAC		General Fund		PR Batch 501 12 2011 AFLAC Cancer Ins	176.28
13326	1/3/2012	AFLAC		General Fund		PR Batch 501 12 2011 AFLAC Dental Ins PreTx	109.43
13326	1/3/2012	AFLAC		General Fund		PR Batch 501 12 2011 AFLAC Hospital Indemnity	76.76
13326	1/3/2012	AFLAC		General Fund		PR Batch 501 12 2011 AFLAC Intensive Care	24.39
13326	1/3/2012	AFLAC		General Fund		PR Batch 501 12 2011 AFLAC Specified Health	27.90
13326	1/3/2012	AFLAC		General Fund		PR Batch 501 12 2011 AFLAC-STD After Tax	41.35
13326 Total							1,285.54
13327	1/3/2012	AFLAC		General Fund		PR Batch 501 12 2011 Flex Participation Fee - ER	25.00
13327	1/3/2012	AFLAC		General Fund		PR Batch 501 12 2011 Flex Participation Fee - EE	37.50
13327	1/3/2012	AFLAC	Dec 2011	General Fund	Police	Adj admin fee for S. Pardoria December 2011	12.50
13327 Total							75.00
13328	1/3/2012	TEAMSTERS LOCAL 856 H & W		General Fund		PR Batch 504 12 2011 Dental Insurance	144.00
13328	1/3/2012	TEAMSTERS LOCAL 856 H & W		General Fund		PR Batch 501 12 2011 Dental Insurance	4,176.00
13328	1/3/2012	TEAMSTERS LOCAL 856 H & W	Jan 2012	General Fund	Police	Dental for S. Pardoria Jan 2012	144.00
13328 Total							4,464.00
13329	1/3/2012	TEAMSTERS UNION LOCAL 856		General Fund		PR Batch 502 12 2011 Teamsters Dues	53.54
13329	1/3/2012	TEAMSTERS UNION LOCAL 856		General Fund		PR Batch 503 12 2011 Teamsters Dues	53.54
13329 Total							107.08
13330	1/3/2012	VISION SERVICE PLAN		General Fund		PR Batch 504 12 2011 Vision Insurance	15.77

Town of Atherton									
Checks by Date - Detail by Check Number									
For the Month of January 2012									
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount		
13330	1/3/2012	VISION SERVICE PLAN		General Fund		PR Batch 501 12 2011 Vision Insurance	491.64		
13330	1/3/2012	VISION SERVICE PLAN	Dec 2011	General Fund	DPW-Street Maint.	Vision M. Rubalcava for Dec 2011	10.88		
13330 Total							518.29		
13331	1/6/2012	ACCOUNTEMPS	34639880	General Fund	Finance	Temp Phonpradith, Noy 12/19/11 - 12/22/11	1,239.38		
13331 Total							1,239.38		
13332	1/6/2012	AT&T CALNET 2	00002873546	General Fund	DPW-Street Maint.	1470 PW Corp yard 11/11/11 - 12/10/11	22.76		
13332	1/6/2012	AT&T CALNET 2	000002871043	General Fund	DPW-Park Program	2677 Park elevator 11/10/11 - 12/9/11	15.42		
13332 Total							38.18		
13333	1/6/2012	AUKER DEBRA C.	B-1	General Fund	Finance	Interim Finance Director 12/1/11 - 12/31/11	5,096.00		
13333 Total							5,096.00		
13334	1/6/2012	BIRKHOFFER CELESTE	BP09-00395	General Fund		Refund 2nd utility deposit BP09-00395, 228 Polhemus Ave.	5,000.00		
13334 Total							5,000.00		
13335	1/6/2012	BKF ENGINEERS	11120137	Special Tax	DPW-Engineering	Upper Atherton channel restoration 10/17/11 - 11/13/11	27,037.74		
13335	1/6/2012	BKF ENGINEERS	11120137	Special Tax	DPW-Engineering	Upper Atherton channel restoration 10/17/11 - 11/13/11	12,869.49		
13335 Total							39,907.23		
13336	1/6/2012	CITIES GROUP THE	Jul-Dec 2011	Worker's Comp Insurance	Non-Dept	Workers' compensation 7/1/11 - 12/31/11	76,931.55		
13336	1/6/2012	CITIES GROUP THE	Jul-Dec 2011	Worker's Comp Insurance	Non-Dept	Safety/compliance prog assessment 7/1/11 - 12/31/11	4,673.91		
13336 Total							81,605.46		
13337	1/6/2012	CLARK PEST CONTROL	12227768	Library Fund	Non-Dept	Pest control services Library Dec 2011	95.00		
13337 Total							95.00		
13338	1/6/2012	CONNERS WILLIAM B.	December 2011	General Fund	City Attorney	City Attorney Retainer December 2011	9,800.00		
13338 Total							9,800.00		
13339	1/6/2012	CONTRACT SWEEPING SERVICES	INV110001837	General Fund	DPW-Street Maint.	Monthly sweeping service Dec 2011	992.70		
13339 Total							992.70		
13340	1/6/2012	COSTELLO LAURENCE R.	Oct 27, 2011	General Fund	DPW-Engineering	Oak protection workshop DPW Engineering 10/27/11	750.00		
13340 Total							750.00		
13341	1/6/2012	FLINT EDWIN F.	11-08	General Fund	Police	Interim Police Chief December 2011	14,500.00		
13341 Total							14,500.00		
13342	1/6/2012	FOODVILLE MEAT, INC.	1465	General Fund	DPW-Park Program	Rental Main house Kaiser Physician 12/1/11	150.00		
13342	1/6/2012	FOODVILLE MEAT, INC.	1465	General Fund	DPW-Park Program	Rental Pavilion S. Palmer 12/7/11	275.00		
13342	1/6/2012	FOODVILLE MEAT, INC.	1465	General Fund	DPW-Park Program	Rental Main house A. Comparini 12/8/11	325.00		
13342	1/6/2012	FOODVILLE MEAT, INC.	1465	General Fund	DPW-Park Program	Rental Main house Juniper Networks 12/9/11	200.00		
13342 Total							200.00		
13342	1/6/2012	FOODVILLE MEAT, INC.	1465	General Fund	DPW-Park Program	Rental Pavilion Kaiser Permanente 12/9/11	200.00		

Town of Atherton									
Checks by Date - Detail by Check Number									
For the Month of January 2012									
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount		
13342	1/6/2012	FOODVILLE MEAT, INC.	1465	General Fund	DPW-Park Program	Rental Pavilion C. Sautovsky 12/3/11 - 12/4/11	550.00		
13342	1/6/2012	FOODVILLE MEAT, INC.	1465	General Fund	DPW-Park Program	Rental Pavilion Holiday luncheon 12/16/11	250.00		
13342	1/6/2012	FOODVILLE MEAT, INC.	1465	General Fund	DPW-Park Program	Rental Main house Y. Zhang 12/12/11 - 12/13/11	400.00		
13342	1/6/2012	FOODVILLE MEAT, INC.	1465	General Fund	DPW-Park Program	The difference \$6000.00 minimum svc per contract	3,650.00		
13342 Total							6,000.00		
13343	1/6/2012	GACHINA LANDSCAPE MANAGEMENT, INC.	A39620	Special Tax	DPW-Engineering	Landscape upgrade @ 2 Mesa Ct 10/17/11 - 10/18/11	3,631.92		
13343	1/6/2012	GACHINA LANDSCAPE MANAGEMENT, INC.	A39619	Special Tax	DPW-Engineering	Landscape upgrade @ 440 Fletcher Dr 10/19/11 - 10/20/11	1,388.00		
13343 Total							5,019.92		
13344	1/6/2012	GALLAGHER & BURK, INC	R410108A	Special Tax		10% Retention-Fletcher Dr/ridgeview pvmt & Drainage	22,712.71		
13344	1/6/2012	GALLAGHER & BURK, INC	R410108A	Special Tax		10% Retention-Fletcher Dr/ridgeview pvmt & Drainage	12,572.20		
13344	1/6/2012	GALLAGHER & BURK, INC	R410108A	Special Tax		10% Retention-Fletcher Dr/ridgeview pvmt & Drainage	12,352.97		
13344	1/6/2012	GALLAGHER & BURK, INC	R410108A	Special Tax		10% Retention-Fletcher Dr/ridgeview pvmt & Drainage	18,381.30		
13344 Total							1,319.46		
13345	1/6/2012	GROUP 4 ARCHITECTURE, RESEARCH PLANING, INC.	8192	Library Fund	Non-Dept	Library project- travel & auto expenses reimburse	40.87		
13345 Total							40.87		
13346	1/6/2012	PG & E	34579695882/121	General Fund	DPW-Street Maint.	Signal El Camino/Atherton 11/23/11 - 12/22/11	77.69		
13346	1/6/2012	PG & E	92913025489/121	General Fund	DPW-Street Maint.	Station Lane 11/23/11 - 12/22/11	64.43		
13346	1/6/2012	PG & E	08963023620/121	General Fund	DPW-Park Maint.	160 Watkins (CM House) 11/24/11 - 12/24/11	92.97		
13346	1/6/2012	PG & E	91663025566/121	Library Fund	Non-Dept	Atherton Library 11/23/11 - 12/22/11	423.04		
13346 Total							658.13		
13347	1/6/2012	SWARINGEN COLLETTE	138	General Fund	Police	Background investigation PD-Sgt Applicant	680.00		
13347 Total							680.00		
13348	1/12/2012	GAJARA KAILASH	248	General Fund		Replace check# 13227	250.00		
13348 Total							250.00		
13349	1/12/2012	BORST MARYANNE	249	General Fund		Refund park deposit Inv# 249, 12/09/11	250.00		
13349 Total							250.00		
13350	1/12/2012	ABAG POWER PURCHASING POOL	8004087	General Fund	Administration	91 Ashfield - admin 11/23/11 - 12/22/11	25.16		

Town of Atherton									
Checks by Date - Detail by Check Number									
For the Month of January 2012									
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount		
13350	1/12/2012	ABAG POWER PURCHASING POOL	8004087	General Fund	Planning	Station Lane/Town Hall 11/23/11 - 12/22/11	7.05		
13350	1/12/2012	ABAG POWER PURCHASING POOL	8004087	General Fund	Building	Station Lane/Town Hall 11/23/11 - 12/22/11	42.32		
13350	1/12/2012	ABAG POWER PURCHASING POOL	8004087	General Fund	Police	91 Ashfield - PD 11/23/11 - 12/22/11	42.85		
13350	1/12/2012	ABAG POWER PURCHASING POOL	8004087	General Fund	DPW-Engineering	Station Lane/Town Hall 11/23/11 - 12/22/11	21.16		
13350	1/12/2012	ABAG POWER PURCHASING POOL	8004087	General Fund	DPW-Street Maint.	99 Dinkenspiel Corp Off/Storage 11/23/11 - 12/22/11	72.22		
13350	1/12/2012	ABAG POWER PURCHASING POOL	8004087	General Fund	DPW-Park Maint.	160 WATKINS (CM House) 11/24/11 - 12/23/11	129.15		
13350	1/12/2012	ABAG POWER PURCHASING POOL	8004087	General Fund	DPW-Park Program	150 Watkins HP Activities 11/24/11 - 12/23/11	20.40		
13350	1/12/2012	ABAG POWER PURCHASING POOL	8004087	General Fund	DPW-Park Program	150 Watkins Town of Atherton 11/24/11 - 12/23/11	135.14		
13350	1/12/2012	ABAG POWER PURCHASING POOL	8004087	Library Fund	Non-Dept	Library/Dinkenspiel/Sta Ln 11/23/11 - 12/22/11	54.76		
13350 Total							550.21		
13351	1/12/2012	AT&T CALNET 2	000002912921	General Fund	Non-Dept	0600 PBX line 11/27/11 - 12/26/11	111.94		
13351	1/12/2012	AT&T CALNET 2	000002912922	General Fund	Non-Dept	8099 Town Hall front desk line 11/27/11 - 12/26/11	409.72		
13351	1/12/2012	AT&T CALNET 2	000002912920	General Fund	Police	0280 Disaster lines PD 11/27/11 - 12/26/11	210.50		
13351	1/12/2012	AT&T CALNET 2	000002912919	General Fund	Police	0686 Alarm line-PD shed 11/27/11 - 12/26/11	15.61		
13351 Total							747.77		
13352	1/12/2012	CHENG GEORGE	BP11-00585	General Fund		Refund recycling dep withdrawn BP11-00585 185 Ravenswood Ave	2,246.00		
13352 Total							2,246.00		
13353	1/12/2012	CSG CONSULTANTS INC	021316	General Fund	Non-Dept	Code enforcement services 10/29/11 - 11/25/11	4,841.00		
13353 Total							4,841.00		
13354	1/12/2012	DERE GORDON	14910	General Fund	Police	Gun repair reimbursement G Dere	55.41		
13354 Total							55.41		
13355	1/12/2012	KAL CONSTRUCTION	BP10-00559	General Fund		Refund 2nd utility deposit BP10-00559, 82 Lloyden Dr	5,000.00		
13355	1/12/2012	KAL CONSTRUCTION	BP10-00561	General Fund		Refund grading & drainage deposit BP10-00561, 82 Lloyden Dr	1,000.00		
13355 Total							6,000.00		
13356	1/12/2012	KREFELD'S AWARDS, INC	22465	General Fund	Police	1x3 Plate engraved employee board B. Mills, K. Lopez, T. Lynch	52.50		
13356	1/12/2012	KREFELD'S AWARDS, INC	22465	General Fund	Police	2x8 Walnut door sign for Sgt Mills	17.86		
13356 Total							70.36		

Town of Atherton

Checks by Date - Detail by Check Number
For the Month of January 2012

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13357	1/12/2012	LEAGUE OF CALIFORNIA CITIES	115349	General Fund	City Council	2012 Strategic priorities membership city manager	3,953.00
13357 Total							3,953.00
13358	1/12/2012	METRO MOBILE COMMUNICATIONS INC	33462	General Fund	Police	KCT-18 Ignition Sense Kit PD	103.81
13358	1/12/2012	METRO MOBILE COMMUNICATIONS INC	33462	General Fund	Police	Installation and labor charge PD	300.00
13358	1/12/2012	METRO MOBILE COMMUNICATIONS INC	33462	General Fund	Police	TK890BK9FMSH1 Remote Mount TK890 mobile radio PD	7,989.97
13358 Total							8,393.78
13359	1/12/2012	MUNISERVICES LLC	No Problem Pool	General Fund		Bus Lic No Problem Pools	50.00
13359 Total							50.00
13360	1/12/2012	NENA	300002212	General Fund	Police	2012 National Emerg Number Asso membership J. Mattes	130.00
13360 Total							130.00
13361	1/12/2012	PENINSULA UNIFORMS & EQUIPMENT	70727	General Fund	Police	Body armor vest S. Snider PD	703.57
13361	1/12/2012	PENINSULA UNIFORMS & EQUIPMENT	70731	General Fund	Police	Body armor vest S. Hall PD	703.57
13361 Total							1,407.14
13362	1/12/2012	PG & E	74579693321/121	General Fund	Police	83 Ashfield Rd. PD 11/23/11 - 12/22/11	1,649.75
13362 Total							1,649.75
13363	1/12/2012	RADAR SHOP THE	7168	General Fund	Police	Recertified radar units PD	462.00
13363 Total							462.00
13364	1/12/2012	SPRINT	130538811-049	General Fund	Police	Mobile data communication 11/26/11 - 12/25/11	431.51
13364 Total							431.51
13365	1/12/2012	TRI-VALLEY MOTO	5058029	General Fund	Police	Battery charger PD	86.55
13365 Total							86.55
13366	1/12/2012	US BANCORP EQUIPMENT FINANCE INC.	193882693	General Fund	Police	Lease Sharp MXM283N copier PD 12/25/11 - 1/25/12	237.18
13366 Total							237.18
13367	1/12/2012	VERIZON WIRELESS	1041897882	General Fund	Building	Wireless services Bldg 11/22/11 - 12/21/11	0.57
13367	1/12/2012	VERIZON WIRELESS	1041897882	General Fund	Police	Wireless services PD 11/22/11 - 12/21/11	437.20
13367	1/12/2012	VERIZON WIRELESS	1041897882	General Fund	DPW-Engineering	Wireless services DPW Eng 11/22/11 - 12/21/11	3.82
13367	1/12/2012	VERIZON WIRELESS	1041897882	General Fund	DPW-Street Maint.	Wireless services DPW Street Maint 11/22/11 - 12/21/11	5.50
13367	1/12/2012	VERIZON WIRELESS	1041897882	General Fund	DPW-Park Maint.	Wireless services DPW Park Maint 11/22/11 - 12/21/11	0.17
13367	1/12/2012	VERIZON WIRELESS	1041897882	General Fund	DPW-Park Program	Wireless services DPW Park Program 11/22/11 - 12/21/11	0.34
13367 Total							447.60
13368	1/12/2012	VOYAGER FLEET SYSTEMS INC.	869016477112	General Fund	Police	Motorcycle fuel PD Dec 2011	160.61

Town of Atherton						
Checks by Date - Detail by Check Number						
For the Month of January 2012						
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Amount
13368 Total						160.61
13369	1/12/2012	WITMER-TYSON IMPORTS INC	T9005	General Fund	Police	500.00
13369 Total						500.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	7190/12-22-11LH	General Fund	Finance	(97.24)
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	4960/12-22-11TD	General Fund	Finance	110.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	2431/12-22-11JW	General Fund	Police	328.70
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	240.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	2431/12-22-11JW	General Fund	Police	216.49
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	2431/12-22-11JW	General Fund	Police	19.95
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	9610/11-22-11JW	General Fund	Police	19.70
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	270.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	43.25
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	75.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	100.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	175.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	199.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	240.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	175.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	99.00
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	64.92
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	14.39
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	16.23
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	17.29

Town of Atherton									
Checks by Date - Detail by Check Number									
For the Month of January 2012									
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	(100) Holiday greeting cards PD	218.72		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	2431/12-22-11JW	General Fund	Police	Canon powershot A2200 digital camera for patrol car PD	432.95		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	(5) Dispatch headsets -encorePro wideband monaural PD	385.00		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	(1) 15" coil cord PD	99.00		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5432/12-22-11JF	General Fund	Police	(4) Spare battery pack PD	132.00		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5408/12-22-11ST	General Fund	DPW-Street Maint.	Arborist training-Tree failure class S. Tyler 11/30/11	85.00		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5408/12-22-11ST	General Fund	DPW-Street Maint.	2012 ISA arborist membership S. Tyler	165.00		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5408/12-22-11ST	General Fund	DPW-Street Maint.	Rental for internet-based controllers	239.60		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5408/12-22-11ST	General Fund	DPW-Street Maint.	Sign revision sticker- Holbrook Ave. "warning sign no right turn"	70.36		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5408/12-22-11ST	General Fund	DPW-Park Maint.	(2) New tires for utility truck HP Park	170.12		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5408/12-22-11ST	General Fund	DPW-Park Maint.	(12,800 bags) Pet waste bags for HP Park	276.00		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5408/12-22-11ST	General Fund	DPW-Park Program	Internet fee for HP Park December 2011	60.00		
13370	1/12/2012	IMPAC. GOVERNMENT SERVICES	5408/12-22-11ST	General Fund	DPW-Park Program	(2) pod rental, onsite storage HP Park December 2011	378.88		
13370 Total							5,039.31		
13371	1/12/2012	AZZ BUSINESS SYSTEMS	023753	General Fund	Planning	Sharp 4CS400 copier maintenance Planning 12/17/11 - 3/17/12	90.00		
13371	1/12/2012	AZZ BUSINESS SYSTEMS	023753	General Fund	Building	Sharp 4CS400 copier maintenance Bldg 12/17/11 - 3/17/12	90.00		
13371	1/12/2012	AZZ BUSINESS SYSTEMS	023753	General Fund	DPW-Engineering	Sharp 4CS400 copier maintenance DPW Eng 12/17/11 - 3/17/12	90.00		
13371 Total							270.00		
13372	1/12/2012	DE LAGE FINANCIAL SERVICES,INC	12056350	General Fund	Planning	Lease sharp MXM453N copier Planning 12/15/11 - 1/14/12	50.50		
13372	1/12/2012	DE LAGE FINANCIAL SERVICES,INC	12056350	General Fund	Building	Lease sharp MXM453N copier Bldg 12/15/11 - 1/14/12	50.50		
13372	1/12/2012	DE LAGE FINANCIAL SERVICES,INC	12056350	General Fund	DPW-Engineering	Lease sharp MXM453N copier DPW Eng 12/15/11 - 1/14/12	50.50		
13372 Total							151.50		
13373	1/19/2012	LANNIN ANN	238	General Fund		Refund park deposit Inv# 238, 1/14/12	250.00		
13373	1/19/2012	LANNIN ANN	238	General Fund		Refund park deposit Inv# 238, 1/14/12	750.00		
13373 Total							1,000.00		

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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13374	1/19/2012	ACCOUNTEMPS	34679065	General Fund	Finance	Temp Phonpradith, Noy 12/27/11 - 12/29/11	959.52
13374 Total							959.52
13375	1/19/2012	AK & COMPANY	ATHER - 1of2	General Fund	Finance	Preparation & filing SB90 claim FY2011	1,250.00
13375 Total							1,250.00
13376	1/19/2012	ARBORICULTURAL SPECIALTIES, INC	18164	General Fund	DPW-Street Maint.	Tree pruning/elevate El Camino, Middlefield, Walsh, Laurel Dec 2011	6,360.00
13376	1/19/2012	ARBORICULTURAL SPECIALTIES, INC	18164	General Fund	DPW-Park Maint.	Tree pruning Palmet Park December 2011	1,920.00
13376 Total							8,280.00
13377	1/19/2012	AT&T ADVERTISING SOLUTIONS	8103362367May12	General Fund	DPW-Park Program	HP Park yellow pages advertising Jan-May 2012	273.00
13377 Total							273.00
13378	1/19/2012	AT&T CALNET 2	000002928042	General Fund	Non-Dept	4866 Fax post office credit card Admin 12/1/11 - 12/31/11	15.41
13378	1/19/2012	AT&T CALNET 2	000002925232	General Fund	Non-Dept	4866 Fax post office credit card 12/1/11 - 12/31/11	0.31
13378	1/19/2012	AT&T CALNET 2	000002925231	General Fund	DPW-Park Program	4859 HP main house 12/1/11 - 12/31/11	60.29
13378 Total							76.01
13379	1/19/2012	CAL WATER SERVICE	62126158/1211	General Fund	City Council	94 Ashfield 11/3/11 - 12/5/11	28.99
13379	1/19/2012	CAL WATER SERVICE	62126158/1111R	General Fund	City Council	94 Ashfield - Over read 10/5/11 - 11/2/11	(259.32)
13379	1/19/2012	CAL WATER SERVICE	91512681/1111	General Fund	Administration	91 Ashfield 11/3/11 - 12/5/11	13.44
13379	1/19/2012	CAL WATER SERVICE	91512699/1211	General Fund	Planning	Station Lane Meter 11/3/11 - 12/5/11	2.38
13379	1/19/2012	CAL WATER SERVICE	91512699/1211	General Fund	Building	Station Lane Meter 11/3/11 - 12/5/11	14.29
13379	1/19/2012	CAL WATER SERVICE	91512664/1211	General Fund	Police	83 Ashfield 11/3/11 - 12/5/11	65.30
13379	1/19/2012	CAL WATER SERVICE	91512699/1211	General Fund	DPW-Engineering	Station Lane Meter 11/3/11 - 12/5/11	7.15
13379	1/19/2012	CAL WATER SERVICE	90069321/1211	General Fund	DPW-Street Maint.	Station Lane 12/6/11 - 1/4/12	18.37
13379	1/19/2012	CAL WATER SERVICE	62051509/1211	General Fund	DPW-Street Maint.	Alameda/Atherton 11/3/11 - 12/5/11	72.42
13379	1/19/2012	CAL WATER SERVICE	62051499/1211	General Fund	DPW-Street Maint.	El Camino Real 11/3/11 - 12/5/11	72.42
13379	1/19/2012	CAL WATER SERVICE	97947324/1211	General Fund	DPW-Street Maint.	El Camino Real (2) 11/29/11 - 12/27/11	72.42
13379	1/19/2012	CAL WATER SERVICE	62040688/1211	General Fund	DPW-Street Maint.	99 Ashfield 12/6/11 - 1/4/12	47.75
13379	1/19/2012	CAL WATER SERVICE	62051537/1211	General Fund	DPW-Park Program	150 Watkins 11/29/11 - 12/27/11	165.79
13379	1/19/2012	CAL WATER SERVICE	62051537FirePro	General Fund	DPW-Park Program	150 Watkins (Fire Protection) 12/1/11 - 12/31/11	29.31
13379	1/19/2012	CAL WATER SERVICE	89783897/1211	Library Fund	Non-Dept	Maple 10/5/11 - 11/2/11	296.59
13379	1/19/2012	CAL WATER SERVICE	97127159/1211	Library Fund	Non-Dept	2 Station Lane 11/3/11 - 12/5/11	44.57
13379 Total							691.87
13380	1/19/2012	DANIELSON ASSOCIATES INC	171	General Fund	Administration	Interim City Manager December 2011	5,000.00
13380 Total							5,000.00
13381	1/19/2012	DUNBAR ARMORED INC	3003614	General Fund	Finance	Armored car services fee December 2011	100.00
13381	1/19/2012	DUNBAR ARMORED INC	3003614	General Fund	Finance	Armored car services fuel surcharge fee December 2011	15.35
13381	1/19/2012	DUNBAR ARMORED INC	3003614	General Fund	Non-Dept	Armored car services maintenance fee December 2011	10.66

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13381	1/19/2012	DUNBAR ARMORED INC	3003614	General Fund	Non-Dept	Armored car services cash processing fee December 2011	6.11
13381 Total							132.12
13382	1/19/2012	ENGINEERING DATA SERVICE	1120101	Special Tax	DPW-Engineering	Atherton special tax 2011/12 San Mateo county tax	1,700.00
13382 Total							1,700.00
13383	1/19/2012	J & N PRINTING	9491	General Fund	City Council	(250) Business cards B. Widmer & E. Lewis	56.29
13383 Total							56.29
13384	1/19/2012	JENSEN LANDSCAPE SERVICE INC	05027-Ret	Special Tax		10% Retention SM irrigation	3,175.21
13384	1/19/2012	JENSEN LANDSCAPE SERVICE INC	05027-Ret	Special Tax		10% Retention SM irrigation	100.00
13384 Total							379.20
13385	1/19/2012	KIELTY KEVIN R.	2200	General Fund	Planning	Kiely arborist services 26% Planning December 2011	1,657.50
13385 Total							4,717.50
13386	1/19/2012	KOFF & ASSOCIATES, INC.	1315	General Fund	Administration	Kiely arborist services 74% Bldg December 2011	6,375.00
13386 Total							380.00
13387	1/19/2012	LSA ASSOCIATES, INC.	111487	Library Fund	Non-Dept	HR services employee relations issues; interview schedule	380.00
13387 Total							1,175.00
13388	1/19/2012	PG & E	95313129439/121	General Fund	DPW-Street Maint.	Environmental consulting services Library October 2011	1,175.00
13388 Total							162.69
13389	1/19/2012	PURCHASE POWER	86713555828/121	General Fund	DPW-Street Maint.	93 Dinkelspiel Station Ln 11/23/11 - 12/22/11	36.89
13389 Total							199.58
13390	1/19/2012	REPUBLIC ITS INC	RR-122904	General Fund	Non-Dept	Signal Encinal/Middlefield 11/24/11 - 12/23/11	979.00
13390 Total							99.99
13390	1/19/2012	REPUBLIC ITS INC	RR-122903	General Fund	DPW-Street Maint.	Postage meter refill 12/14/11	279.08
13390 Total							104.67
13390	1/19/2012	REPUBLIC ITS INC	RR-122903	General Fund	DPW-Street Maint.	Postage meter refill trans fee 12/14/11	104.67
13390 Total							104.67
13390	1/19/2012	REPUBLIC ITS INC	RR-122904	General Fund	DPW-Street Maint.	Secured a loosed SV2T framework w/longer signal November 2011	627.93
13390 Total							104.67
13390	1/19/2012	REPUBLIC ITS INC	RR-122903	General Fund	DPW-Street Maint.	Traffic signal maintenance Middlefield /Encinal Rd Nov 2011	104.67
13390 Total							104.67
13390	1/19/2012	REPUBLIC ITS INC	RR-122903	General Fund	DPW-Street Maint.	Traffic signal maintenance Middlefield /Marsh Rd Nov 2011	104.67
13390 Total							104.67
13390	1/19/2012	REPUBLIC ITS INC	RR-122903	General Fund	DPW-Street Maint.	Traffic signal maintenance Middlefield /Oak Grove Nov 2011	104.67
13390 Total							627.93
13390	1/19/2012	REPUBLIC ITS INC	RR-122904	General Fund	DPW-Street Maint.	Reprogram signal at Encinal for pedestrian November 2011	627.93
13390 Total							627.93

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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13390 Total							1,221.02
13391	1/19/2012	SAN MATEO CNTY CONTROLLERS OFFICE	December 2011	General Fund		Allocation of parking penalties December 2011	470.20
13391 Total							470.20
13392	1/19/2012	AT&T CALNET 2	000002946817	General Fund	Police	7653 Fax request service PD 12/10/11 - 1/9/12	14.36
13392	1/19/2012	AT&T CALNET 2	000002946821	General Fund	Police	6500 Main line PD 12/10/11 - 1/9/12	597.41
13392	1/19/2012	AT&T CALNET 2	000002946820	General Fund	Police	9743 Direct connect fax line PD 12/10/11 - 1/9/12	16.09
13392	1/19/2012	AT&T CALNET 2	000002946819	General Fund	Police	3220 Fax admin PD 12/10/11 - 1/9/12	15.66
13392	1/19/2012	AT&T CALNET 2	000002946815	General Fund	Police	6131 Emergency line PD 12/10/11 - 1/9/12	103.15
13392	1/19/2012	AT&T CALNET 2	000002946816	General Fund	Police	6452 Voice print 911 PD 12/10/11 - 1/9/12	15.61
13392	1/19/2012	AT&T CALNET 2	000002946818	General Fund	Police	2801 Trailer PD 12/10/11 - 1/9/12	155.25
13392	1/19/2012	AT&T CALNET 2	000002946182	General Fund	Police	9297 Dinkelspiel alarm line PD 12/10/11 - 1/9/12	15.62
13392	1/19/2012	AT&T CALNET 2	000002925229	General Fund	Police	5396 ESL service line PD 12/01/11 - 12/31/11	60.60
13392	1/19/2012	AT&T CALNET 2	000002949731	General Fund	DPW-Street Maint.	1470 PW Corp yard 12/11/11 - 1/10/12	22.63
13392	1/19/2012	AT&T CALNET 2	000002947199	General Fund	DPW-Park Program	2677 Park elevator 12/10/11 - 1/9/12	15.42
13392 Total							1,031.80
13393	1/19/2012	CA DEPT JUSTICE ACCOUNTING OFF	887053	General Fund	Finance	Fingerprint apps D. Auken Finance	32.00
13393	1/19/2012	CA DEPT JUSTICE ACCOUNTING OFF	887053	General Fund	DPW-Park Maint.	Fingerprint apps M. Lamonte Park maintenance	32.00
13393 Total							64.00
13394	1/19/2012	CALIFORNIA SECURITY ALARMS, INC	10143322	General Fund	DPW-Building Maint.	Alarm problem & diagnoses Council chambers	180.00
13394 Total							180.00
13395	1/19/2012	CCJWSA	CCJWSA 2012	General Fund	Police	2012 CA criminal jstc warrant svc directories membership PD	75.00
13395 Total							75.00
13396	1/19/2012	CENTRAL MAINTENANCE COMPANY	3152-0112	General Fund	DPW-Park Maint.	Janitorial services Park Jan 2012	550.00
13396	1/19/2012	CENTRAL MAINTENANCE COMPANY	3152-0112	General Fund	DPW-Building Maint.	Janitorial services PD Jan 2012	419.00
13396	1/19/2012	CENTRAL MAINTENANCE COMPANY	3152-0112	General Fund	DPW-Building Maint.	Janitorial services Admin Jan 2012	319.00
13396	1/19/2012	CENTRAL MAINTENANCE COMPANY	3152-0112	General Fund	DPW-Building Maint.	Janitorial services Bldg/Planning Jan 2012	245.00
13396	1/19/2012	CENTRAL MAINTENANCE COMPANY	3152-0112	General Fund	DPW-Building Maint.	Janitorial services DPW Jan 2012	130.00
13396	1/19/2012	CENTRAL MAINTENANCE COMPANY	3152-0112	Library Fund	Non-Dept	Janitorial services Library Jan 2012	332.00
13396 Total							1,995.00

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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Replace door handle 2008 Taurus PD 11/15/11	46.29		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	PM service/ oil change Crwn victoria PD 11/15/11	261.20		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Replace rear tire Crwn victoria PD 11/15/11	144.53		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Trans rear seal damp service/ oil change Crwn victoria 11/16/11	261.20		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Replace rear tire Crwn victoria PD 11/16/11	160.32		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	PM service, nail in rear tire, brakes patrol PD 11/17/11	262.87		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Replace wiper, front tire, battery, unitrol system patrol 11/17/11	753.72		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	A/C services, tire light on patrol PD 11/18/11	261.20		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Tire light on, reset system patrol PD 11/21/11	1,009.93		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Replace front pads brakes Crwn victoria PD 11/21/11	396.22		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Body work service Camry hybrid PD 11/22/11	461.24		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Front brake service Taurus PD 11/22/11	111.73		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Replace wiper blades Taurus PD 11/23/11	14.11		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Replace front brake pads and rotors patrol PD 11/28/11	373.75		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	PM services Crwn victoria PD 12/7/11	265.14		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Replace new battery, wipers, power plant Crwn victoria PD 12/7/11	204.81		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Smog check service Crwn victoria PD 12/8/11	83.64		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	Police	Replace bad fuel cap Crwn victoria PD 12/8/11	16.77		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	DPW-Engineering	Replace new battery Ranger DPW 11/30/11	141.60		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	DPW-Engineering	Smog check service Ranger DPW 12/2/11	83.64		
13397	1/19/2012	CITY OF REDWOOD CITY	BR26730	General Fund	DPW-Engineering	Replace wiring, check engine light (smog test fails) Ranger 12/9/11	179.24		
13397 Total							5,493.15		
13398	1/19/2012	GRAHAM CONTRACTORS INC	022950	Special Tax		10% retention -2011 Cape/Slurry project	(5,400.44)		
13398	1/19/2012	GRAHAM CONTRACTORS INC	022950	Special Tax		2011 Cape/Slurry project	54,004.40		
13398 Total							48,603.96		
13399	1/19/2012	J & N PRINTING	9524	General Fund	Finance	(250) Business cards D. Auker/ J. Pan	56.29		

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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13399 Total							56.29
13400	1/19/2012	MARIN CONSULTING ASSOCIATES	March 21-23	General Fund	Police	Assertive supervision training B. Mills 3/21/12 - 3/23/12	275.00
13400 Total							275.00
13401	1/19/2012	MATTHEW BENDER & CO INC	27785696	General Fund	Police	(3) CA penal code update 2012 Hardbound	280.54
13401 Total							280.54
13402	1/19/2012	MCE CORPORATION	1112157	General Fund	DPW-Street Maint.	Maintenance services Streets Dec 2011	16,532.66
13402	1/19/2012	MCE CORPORATION	1112157	General Fund	DPW-Park Maint.	Maintenance services Parks Dec 2011	12,532.65
13402	1/19/2012	MCE CORPORATION	1112157	General Fund	DPW-Building Maint.	Maintenance services Facilities Dec 2011	2,449.98
13402	1/19/2012	MCE CORPORATION	1112157	Tennis Fund	DPW-Park Program	Maintenance services Tennis court Dec 2011	155.79
13402	1/19/2012	MCE CORPORATION	1112157	Library Fund	Non-Dept	Maintenance services Library Dec 2011	512.90
13402 Total							32,203.98
13403	1/19/2012	METROPOLITAN TRANSPORTATION COMMISSION	P-TAP Round 13	Special Tax	DPW-Engineering	Pavement Mgmt Tech Assistance Prog Round 13	3,254.00
13403 Total							3,254.00
13404	1/19/2012	MILLS-PENINSULA HEALTH SERVICE	40921	General Fund	Non-Dept	Employee assistance services 1/1/12 - 3/31/12	391.11
13404 Total							391.11
13405	1/19/2012	MUNISERVICES LLC	JesusTorres	General Fund		Bus Lic Jesus Torres Concrete	50.00
13405 Total							50.00
13406	1/19/2012	NORCAL	Feb 8-10, 2012	General Fund	Administration	Norcal HR Meeting T. DellaSanta 2/8/12 - 2/10/12	100.00
13406 Total							100.00
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Administration	(1) pk file jackets Admin	7.67
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Administration	(1) Receipt book Admin	5.41
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Administration	(1) Call log Admin	7.17
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Administration	(1) Planner Admin	14.57
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Administration	(1) pk Index tabs Admin	18.62
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Administration	(1) ca Copy papers Admin	41.35
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Finance	(1) Fin-Wall calendar Fin	11.61
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Finance	(1) 5x8 planner Fin	7.24
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(1) Monthly wall calendar Bldg	13.23
13407	1/19/2012	OFFICE DEPOT	589970888001	General Fund	Building	(1) dz Black pens Bldg	19.56
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(1) Dz black uni-ball pens Bldg	14.52
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(1) Dz Yellow highlight Bldg	5.56
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(1) Monthly desk calendar Bldg	8.10
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(2) Monthly wall calendar Bldg	34.02
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(1) Dz Red pencils Bldg	4.78
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(1) Day planner Bldg	7.50
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(1) Desk calendar Bldg	7.74
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(1) Black HP ink Bldg	37.02

Town of Atherton

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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(2) Bx Rubberband size 33 Bldg	6.35
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Building	(2) Bx Rubberband size 64 Bldg	6.35
13407	1/19/2012	OFFICE DEPOT	588052705001	General Fund	Police	(-1) Color toner PD	(20.47)
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Police	(1) Monthly wall calendar PD Dispatch area	9.36
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Police	(1) Monthly wall calendar PD CSO Office	18.69
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Police	(1) Monthly wall calendar PD Report writing room	15.62
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	Police	(1) ca Copy papers PD	41.36
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	DPW-Engineering	(1) Dish soap DPW Eng	5.20
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	DPW-Engineering	(1) pk Black HP ink DPW Eng	68.51
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	DPW-Engineering	(1) bx File folders DPW Eng	21.65
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	DPW-Engineering	(4) st monthly index dividers DPW Eng	16.16
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	DPW-Engineering	(1) pk file labels DPW Eng	1.83
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	DPW-Engineering	(1) pk 3x3 note pads DPW Eng	9.35
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	DPW-Engineering	(1) Monthly wall calendar DPW Eng	11.68
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	DPW-Engineering	(1) Monthly wall calendar DPW Eng	35.36
13407	1/19/2012	OFFICE DEPOT	589964229001	General Fund	DPW-Engineering	(1) 8.5x6 planner DPW Eng	14.23
13407 Total							
13408	1/19/2012	PG & E	5678831050/1211	General Fund	Administration	Ashfield/Town Hall 11/23/11 - 12/23/11	526.90
13408	1/19/2012	PG & E	5678831560/1211	General Fund	Planning	Station Lane 11/23/11-12/22/11	707.92
13408	1/19/2012	PG & E	5678831560/1211	General Fund	Building	Station Lane 11/23/11-12/22/11	16.02
13408	1/19/2012	PG & E	5678831560/1211	General Fund	DPW-Engineering	Station Lane 11/23/11-12/22/11	96.11
13408	1/19/2012	PG & E	5678831002ed/12	General Fund	DPW-Street Maint.	Street Lights 12/2/11 - 12/30/11	48.05
13408	1/19/2012	PG & E	5678831020/1211	General Fund	DPW-Street Maint.	Signal-Marsh/Middlefield 11/24/11 - 12/23/11	4,058.85
13408	1/19/2012	PG & E	5678831015/1211	General Fund	DPW-Street Maint.	Signal E/S Middlefield 11/24/11 - 12/23/11	48.99
13408	1/19/2012	PG & E	5678831025/1211	General Fund	DPW-Street Maint.	Signal-Middlefield/Oak Grove 11/24/11-12/23/11	39.88
13408	1/19/2012	PG & E	5678831040/1211	General Fund	DPW-Park Maint.	Pump 150 Watkins 11/24/11 - 12/24/11	261.66
13408	1/19/2012	PG & E	5678831030/1211	General Fund	DPW-Park Program	Activity Bldg 150 Watkins 11/24/11 - 12/23/11	298.48
13408	1/19/2012	PG & E	5678831035/1211	General Fund	DPW-Park Program	Modular Building 150 Watkins 11/24/11 - 12/23/11	463.97
13408 Total							6,048.80
13409	1/19/2012	PITNEY BOWES INC	365565	General Fund	Non-Dept	Rental DM series postage meter 2/16/12 - 5/15/12	259.80
13409 Total							259.80
13410	1/19/2012	PROFESSIONAL POLICE SUPPLY, INC	INV62922	General Fund	Police	Ammunition -40 S&W 180 GR JHP Ranger PD	3,136.42
13410 Total							3,136.42
13411	1/19/2012	RADAR SHOP THE	7167	General Fund	Police	(5) Radars recertified units PD	419.00
13411 Total							419.00

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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13412	1/19/2012	RECALL SECURE DESTRUCTION SERV	2303038320	General Fund	Police	Shred documents services PD 12/2/11	48.00
13412	1/19/2012	RECALL SECURE DESTRUCTION SERV	2303038320	General Fund	Police	Shred documents services PD 12/16/11	48.00
13412	1/19/2012	RECALL SECURE DESTRUCTION SERV	2303038320	General Fund	Police	Shred documents security admin fee PD 12/16/11	15.00
13412 Total							111.00
13413	1/19/2012	RENNE SLOAN HOLTZMAN SAKAI LLP	20023	General Fund	Administration	2012 Police officers association negotiations	1,607.44
13413 Total							1,607.44
13414	1/19/2012	SAN MATEO CNTY FORENSIC LAB	CL03081	General Fund	Police	Phlebotomy services PD case	520.00
13414	1/19/2012	SAN MATEO CNTY FORENSIC LAB	CL03081	General Fund	Police	RCFL cost allocation PD	49.18
13414 Total							569.18
13415	1/19/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11112	General Fund	Police	MessageSwitch line Dec 2011	1,154.08
13415	1/19/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11112	General Fund	Police	Microwave micro channel Dec 2011	152.00
13415 Total							1,306.08
13416	1/19/2012	SAN MATEO CNTY SHERIFF'S OFFIC	9046	General Fund	Finance	Live scan service D. Aufer Finance	18.00
13416	1/19/2012	SAN MATEO CNTY SHERIFF'S OFFIC	9046	General Fund	DPW-Park Maint.	Live scan service M. Lamonte Park maintenance	18.00
13416	1/19/2012	SAN MATEO CNTY SHERIFF'S OFFIC	8991	General Fund	DPW-Park Maint.	Live scan service for MCE employee	18.00
13416 Total							54.00
13417	1/19/2012	SAN MATEO CNTY SHERIFF'S OFFIC	9033	General Fund	Police	Coyote point range service -1st Qtr/FY 11- 12	450.00
13417	1/19/2012	SAN MATEO CNTY SHERIFF'S OFFIC	9051	General Fund	Police	Coyote point range 2nd Qtr/FY 11-12	450.00
13417 Total							900.00
13418	1/19/2012	SAN MATEO REGIONAL NETWORK INC	19963	General Fund	Police	Monthly T-1 access fee PD Jan 2012	385.00
13418 Total							385.00
13419	1/19/2012	TELECOMMUNICATIONS ENGINEERING	41657	General Fund	Police	Facility mgmt & maint for public safety comm center Jan 2012	934.00
13419 Total							934.00
13420	1/19/2012	TURBO DATA SYSTEMS INC	18488	General Fund	Police	Citation processing for Dec 2011	44.63
13420 Total							44.63
13421	1/19/2012	WILLIAMS SCOTSMAN, INC	96115916	General Fund	Police	Trailer rental PD 12/29/11 - 1/28/12	698.33
13421 Total							698.33
13422	1/26/2012	AT&T CALNET 2	000002948347	General Fund	Police	1804 Dispatch fax PD 12/10/11 - 1/9/12	15.54
13422 Total							15.54
13423	1/26/2012	CITY OF REDWOOD CITY	BR26774	General Fund	Police	Fuel charges PD 1/1/16/11 - 12/15/11	2,790.06

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13423	1/26/2012	CITY OF REDWOOD CITY	BR26774	General Fund	DPW-Engineering	Fuel charges DPW Eng 11/16/11 - 12/15/11	68.58
13423 Total							2,858.64
13424	1/26/2012	CSG CONSULTANTS INC	021503	General Fund	Non-Dept	Code enforcement services 11/26/11 - 12/30/11	5,819.50
13424 Total							5,819.50
13425	1/26/2012	CU KETCH	P# 36185	General Fund		Refund excavation bond deposit P# 36185, 202 Elena Ave.	5,000.00
13425 Total							5,000.00
13426	1/26/2012	DEPT OF CONSERVATION	Oct-Dec 2010	General Fund		Strong Motion fee (SMIP) 10/01/10 - 12/31/10	4,065.34
13426	1/26/2012	DEPT OF CONSERVATION	Jan-Mar 2011	General Fund		Strong Motion fee (SMIP) 1/1/11 - 3/31/11	9,099.57
13426	1/26/2012	DEPT OF CONSERVATION	Apr-Jun 2011	General Fund		Strong Motion fee (SMIP) 4/1/11 - 6/30/11	3,079.29
13426	1/26/2012	DEPT OF CONSERVATION	Oct-Dec 2011	General Fund		Strong Motion fee (SMIP) 10/1/11 - 12/31/11	6,812.07
13426 Total							23,056.27
13427	1/26/2012	EDH, INC.	365636	General Fund	Police	(6) D.A.R.E large medallion ribbon PD	42.12
13427 Total							42.12
13428	1/26/2012	GOODSTEIN EDWARD C	BP09-00462	General Fund		Refund 2nd utility deposit BP09-00462, 65 Winchester Dr.	5,000.00
13428 Total							5,000.00
13429	1/26/2012	HURLEY DON	APW12-00002	General Fund		Refund PW Road deposit APW12-00002, 184 Tuscaloosa Ave.	2,500.00
13429 Total							2,500.00
13430	1/26/2012	J & N PRINTING	9510	General Fund	Planning	(500) Business cards A. Mardesich Planning	48.71
13430	1/26/2012	J & N PRINTING	9463	General Fund	Planning	(250) Business cards K. Kieilty Planning	29.49
13430	1/26/2012	J & N PRINTING	9463	General Fund	Building	(250) Business cards T. Telles Bldg	29.50
13430	1/26/2012	J & N PRINTING	9463	General Fund	DPW-Engineering	(500) Business cards S. Tyler DPW Eng.	78.49
13430 Total							186.19
13431	1/26/2012	LSA ASSOCIATES, INC.	112838	Library Fund	Non-Dept	Environmental consulting service Library Dec 2011	28,603.77
13431 Total							28,603.77
13432	1/26/2012	OFFICE DEPOT	569134567001	General Fund	Police	(3) pk Hanging rails for wide lateral files PD	72.07
13432 Total							72.07
13433	1/26/2012	TAYLOR CORPORATION	3057243	General Fund	Police	(2000) #10 Regular envelopes PD	139.46
13433 Total							139.46
13434	1/31/2012	ACCOUNTTEMPS	34724728	General Fund	Finance	Temp Phonpradith, Noy 1/3/12 - 1/6/12	1,285.76
13434	1/31/2012	ACCOUNTTEMPS	34762986	General Fund	Finance	Temp Phonpradith, Noy 1/9/12 - 1/12/12	1,285.76
13434 Total							2,571.52
13435	1/31/2012	AT&T CALNET 2	000002973105	General Fund	Police	6691 Cal water bear gutch/voter PD 12/20/11 - 1/19/12	76.51

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13435	1/31/2012	AT&T CALNET 2	000002896789	General Fund	Police	6691 Cal water bear gutch/voter PD 11/20/11 - 12/19/11	76.51
13435	1/31/2012	AT&T CALNET 2	000002973101	General Fund	Police	5840 83 Ashfield Rd to Industrial PD 12/20/11 - 1/19/12	265.37
13435	1/31/2012	AT&T CALNET 2	000002896785	General Fund	Police	5840 83 Ashfield Rd to Industrial PD 11/20/11 - 12/19/11	265.37
13435	1/31/2012	AT&T CALNET 2	000002973104	General Fund	Police	6690 MP police to Pd voter 12/20/11 - 1/19/12	66.22
13435	1/31/2012	AT&T CALNET 2	000002896788	General Fund	Police	6690 Mp police to Pd voter 11/20/11 - 12/19/11	66.22
13435	1/31/2012	AT&T CALNET 2	000002973102	General Fund	Police	7360 Circuit data line PD 12/20/11 - 1/19/12	359.15
13435	1/31/2012	AT&T CALNET 2	000002973103	General Fund	Police	6689 Mp fire to Pd voter 12/20/11 - 1/19/12	66.22
13435	1/31/2012	AT&T CALNET 2	000002973099	General Fund	Police	1953 Circuit # PD to 590 Hamilton-RC 12/20/11 - 1/19/12	96.90
13435	1/31/2012	AT&T CALNET 2	000002973100	General Fund	Police	8343 83 Ashfield to KCEA radio PD 12/20/11 - 1/19/12	57.18
13435 Total							1,395.65
13436	1/31/2012	BKF ENGINEERS	11090176C	Special Tax	DPW-Engineering	Upper Atherton channel creek stabilization 3/21/11 - 8/21/11	28,443.59
13436 Total							28,443.59
13437	1/31/2012	DANIELSON ASSOCIATES INC	172	General Fund	Administration	Interim City Manager January 2012	15,000.00
13437 Total							15,000.00
13438	1/31/2012	DEPT OF CONSERVATION	Jul-Sept 2011	General Fund		Strong motion fee (SMIP) 7/1/11 - 9/30/11	8,718.00
13438 Total							8,718.00
13439	1/31/2012	GALLAGHER & BURK, INC	41010814	Special Tax	DPW-Engineering	Fletcher Dr/Ridgeview pvmt & drainage improvement	3,138.90
13439	1/31/2012	GALLAGHER & BURK, INC	41010814	Special Tax	DPW-Engineering	Fletcher Dr/Ridgeview pvmt & drainage improvement	322,483.18
13439 Total							325,622.08
13440	1/31/2012	LYNX TECHNOLOGIES, INC.	6789	General Fund	Planning	Merge update addresses & zoning map	520.00
13440 Total							520.00
13441	1/31/2012	MUNISERVICES LLC	AlmadenValley	General Fund		Bus Lic Almaden Valley Painting	75.00
13441	1/31/2012	MUNISERVICES LLC	Superstructures	General Fund		Bus Lic Superstructures, Inc	75.00
13441 Total							150.00
13442	1/31/2012	PACIFIC ART LEAGUE OF PALO ALTO	Jan 24, 2012	Evan Creative Design	Non-Dept	Contribution	250.00
13442 Total							250.00
13443	1/31/2012	W.R. FORDE ASSOCIATES	6865B-1	Special Tax		10% retention-upper Atherton channel creek stabilization	(12,844.23)
13443	1/31/2012	W.R. FORDE ASSOCIATES	6865B-1	Special Tax	DPW-Engineering	Upper Atherton channel creek stabilization	37,971.13

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13443	1/31/2012	W.R. FORDE ASSOCIATES	6865B-1	Special Tax	DPW-Engineering	Upper Atherton channel creek stabilization	42,231.58
13443	1/31/2012	W.R. FORDE ASSOCIATES	6865B-1	Special Tax	DPW-Engineering	Upper Atherton channel creek stabilization	80,930.34
13443 Total							148,288.82
13444	1/31/2012	A-A LOCK & ALARM INC	224239	Tennis Fund	DPW-Park Program	(75) Re-key for 2012 Tennis court	384.16
13444	1/31/2012	A-A LOCK & ALARM INC	224241	Tennis Fund	DPW-Park Program	Service charge to stamp keys number for Tennis court	75.00
13444	1/31/2012	A-A LOCK & ALARM INC	224434	Tennis Fund	DPW-Park Program	(6) Re-key for Tennis court	165.00
13444 Total							624.16
13445	1/31/2012	ADVANCED BUSINESS FORMS	05971	General Fund	Police	(80) books Moving citations PD	483.05
13445	1/31/2012	ADVANCED BUSINESS FORMS	05972	General Fund	Police	(40) books Warning citations PD	228.78
13445 Total							711.83
13446	1/31/2012	AT&T CALNET 2	000002973098	General Fund	Police	1053 Teleminder loop line PD 12/20/11 - 1/19/12	84.05
13446 Total							84.05
13447	1/31/2012	AUKER DEBRA C.	B-2	General Fund	Finance	Interim Finance Director 1/1/12 - 1/31/12	8,960.00
13447 Total							8,960.00
13448	1/31/2012	BFI WASTE SYSTEMS OF NORTH AMERICA, LLC	123111A.T	General Fund	Non-Dept	1st Installment solid waste - Final year expense true-up for 2010	84,332.03
13448 Total							84,332.03
13449	1/31/2012	BKF ENGINEERS	12010344	Special Tax	DPW-Engineering	Upper Atherton channel creek stabilization	13,831.30
13449 Total							13,831.30
13450	1/31/2012	CLARK PEST CONTROL	12348581	Library Fund	Non-Dept	Pest control services Library Jan 2012	95.00
13450 Total							95.00
13451	1/31/2012	CONNERS WILLIAM B.	January 2012	General Fund	City Attorney	City Attorney Retainer January 2012	9,800.00
13451 Total							9,800.00
13452	1/31/2012	CUTWATER INVESTOR SERVICES CORP.	15760A	General Fund	Finance	Investment advisory services 12/1/11 - 12/31/11	1,000.00
13452 Total							1,000.00
13453	1/31/2012	DE LAGE FINANCIAL SERVICES, INC	12431586	General Fund	Planning	Lease Sharp/MXXM(453N Planning 1/15/12 - 2/14/12	50.50
13453	1/31/2012	DE LAGE FINANCIAL SERVICES, INC	12431586	General Fund	Building	Lease Sharp/MXXM(453N Bldg 1/15/12 - 2/14/12	50.50
13453	1/31/2012	DE LAGE FINANCIAL SERVICES, INC	12431586	General Fund	DPW-Engineering	Lease Sharp/MXXM(453N DPW Eng 1/15/12 - 2/14/12	50.50
13453 Total							151.50
13454	1/31/2012	EDH, INC.	365635	General Fund	Police	(12) D.A.R.E Black hooded sweatshirts PD	233.28
13454 Total							233.28
13455	1/31/2012	FLINT EDWIN F.	12-01	General Fund	Police	Interim Police Chief January 2012	14,500.00
13455 Total							14,500.00
13456	1/31/2012	INTERWEST CONSULTING GROUP, INC	11882	General Fund	Building	Inspection services for permits issued prior 8/22/11 -	9,680.00

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13456	1/31/2012	INTERWEST CONSULTING GROUP, INC	11882	General Fund	Building	58% Total revenue December 2011	68,907.29
13456	1/31/2012	INTERWEST CONSULTING GROUP, INC	11881	General Fund	DPW-Engineering	Interim Public Works Director M. Kashiwagi December 2011	12,475.00
13456	1/31/2012	INTERWEST CONSULTING GROUP, INC	11881	Library Fund	Non-Dept	Library project manager M. Kashiwagi December 2011	2,025.00
13456 Total							93,087.29
13457	1/31/2012	MAGGIORA BROS. DRILLING INC	114613_jg	General Fund	DPW-Park Maint.	Evaluate system & air up tank DPW Park Maint.	315.00
13457 Total							315.00
13458	1/31/2012	PG & E	74579693321/112	General Fund	Police	83 Ashfield PD 12/23/11 - 1/24/12	1,694.23
13458	1/31/2012	PG & E	92913025489/112	General Fund	DPW-Street Maint.	Station lane 12/23/11 - 1/24/12	70.90
13458	1/31/2012	PG & E	34579695882/112	General Fund	DPW-Street Maint.	Signal El Camino/Atherton 12/23/11 - 1/24/12	88.45
13458	1/31/2012	PG & E	86713555828/112	General Fund	DPW-Street Maint.	Signal Encinal/Middlefield 12/24/11 - 1/25/12	42.37
13458	1/31/2012	PG & E	95313129439/112	General Fund	DPW-Street Maint.	93 Dinkelspiel station Ln 12/23/11 - 1/24/12	174.91
13458	1/31/2012	PG & E	08963023620/112	General Fund	DPW-Park Maint.	160 Watkins (CM house) 12/25/11 - 1/25/12	94.01
13458	1/31/2012	PG & E	91663025566/112	Library Fund	Non-Dept	Atherton library 12/23/11 - 1/24/12	432.94
13458 Total							2,597.81
13459	1/31/2012	POTTS BRUCE	February 2012	General Fund	Police	Hot dogs/ DARE BBQ	237.00
13459	1/31/2012	POTTS BRUCE	February 2012	General Fund	Police	Foods & supply/ DARE BBQ	98.09
13459	1/31/2012	POTTS BRUCE	February 2012	General Fund	Police	Ice cream/ DARE BBQ	162.00
13459	1/31/2012	POTTS BRUCE	February 2012	General Fund	Police	photo frames/ Drug Free is Me	179.50
13459 Total							676.59
13460	1/31/2012	REPUBLIC ITS INC	RR-124312	General Fund	DPW-Street Maint.	Traffic signal maintenance Middlefield/Encinal Dec 2011	104.67
13460	1/31/2012	REPUBLIC ITS INC	RR-124312	General Fund	DPW-Street Maint.	Traffic signal maintenance Middlefield/Marsh Dec 2011	104.67
13460	1/31/2012	REPUBLIC ITS INC	RR-124312	General Fund	DPW-Street Maint.	Traffic signal maintenance Middlefield/Oak Grove Dec 2011	104.67
13460	1/31/2012	REPUBLIC ITS INC	RI-125318	Special Tax		10% retention - Hoover street crosswalk project #56011	(2.70)
13460	1/31/2012	REPUBLIC ITS INC	RI-125318	Special Tax		Hoover street crosswalk project #56011	27.00
13460	1/31/2012	REPUBLIC ITS INC	RI-125318	Gas Tax		10% retention - Hoover street crosswalk project #56011	(3,303.40)
13460	1/31/2012	REPUBLIC ITS INC	RI-125318	Gas Tax		Hoover street crosswalk project #56011	33,034.00
13460	1/31/2012	REPUBLIC ITS INC	RI-125318	GF Projects		10% retention - Hoover street crosswalk project #56011	(2,797.80)
13460	1/31/2012	REPUBLIC ITS INC	RI-125318	GF Projects		Hoover street crosswalk project #56011	27,978.00
13460 Total							55,249.11
13461	1/31/2012	SPRINT	130538811-050	General Fund	Police	Mobile data communication PD 12/26/11 - 1/25/12	431.51

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13461 Total							431.51
13462	1/31/2012	VOYAGER FLEET SYSTEMS INC.	869016477201	General Fund	Police	Motorcycle fuel PD January 2012	109.34
13462 Total							109.34
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	4960/1-23-12TD	General Fund	City Council	Snacks for city council meeting	25.35
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	4960/1-23-12TD	General Fund	City Council	2012 New Mayors & Council Members Academy E. Lewis	540.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	4960/1-23-12TD	General Fund	City Council	2012 New Mayors & Council Members Academy B. Widmer	540.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	4960/1-23-12TD	General Fund	City Council	Refund cancellation -2012 New Mayors & Council Members B. Widmer	(465.00)
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Non-Dept	Back-up battery IT -Town	389.69
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	Car washes PD Dec 2011	100.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	2Port KVM switch desktop w/ audio support Dispatch PD	39.35
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	IT Back-up hard drive PD	230.77
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(12) Cell phone magnet mounting kits PD	69.88
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	2431/1-23-121W	General Fund	Police	DeWalt mobile lock fee January 2012	19.95
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	2012 Public Records Act training PD 4/26/12 - 4/27/12	250.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	Introduction to social media training K. Nichols PD 4/26/12	99.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	Records retention & Destruction seminar J. Frew PD 3/30/12	149.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	Search warrant investigation training D. Gomez PD 5/2 - 5/4/12	175.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	Radar/Lidar training B. Lane PD 3/6/12 - 3/9/12	100.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	Field training program Sac-Admin B. Mills PD 5/14 - 5/16/12	75.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	Defensive tactics instr update training T. Marks PD 2/1 2/3/12	100.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	Monthly Crime Report PD 1/1/12 - 1/31/12	99.00
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(1) HP CC531A Cyan toner cartridge PD	130.97
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(1) HP CC533A Magenta toner cartridge PD	130.97
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(1) HP CC532A Yellow toner cartridge PD	130.97

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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(1) 2012 Weekly planner PD	23.80
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(4) Pk Battery PD	43.26
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(1) Keyboard Dispatch PD	32.46
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	Returned (1) Keyboard Dispatch PD	(32.46)
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(1) HP black Keyboard Dispatch PD	41.11
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(2) Toners Dispatch PD	156.94
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(2) St Ready index double column PD	17.30
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(1) Ct Copy papers PD	53.03
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(1) Pk Post-it notes PD	16.23
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(1) HP CC530A black toner cartridge PD	133.14
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(2) Keyless padlocks PD Armory	25.98
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	(2) Plastic storage bins PD	29.86
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5432/1-23-12JF	General Fund	Police	6" Grass carpet - range PD	54.02
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5408/1-23-12ST	General Fund	DPW-Park Program	Internet fee HP Park January 2012	67.58
13463	1/31/2012	IMPAC. GOVERNMENT SERVICES	5408/1-23-12ST	General Fund	DPW-Park Program	(2) pods rental, onsite storage HP Park January 2012	378.88
13463 Total							3,971.03
Grand Total							1,325,203.57



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
THERESA DELLASANTA, INTERIM CITY MANAGER**

FROM: DEBRA AUKER, INTERIM FINANCE DIRECTOR

DATE: FOR THE MEETING OF FEBRUARY 15, 2012

**SUBJECT: FINANCIAL REPORT FOR THE SIX MONTHS ENDED
DECEMBER 31, 2011**

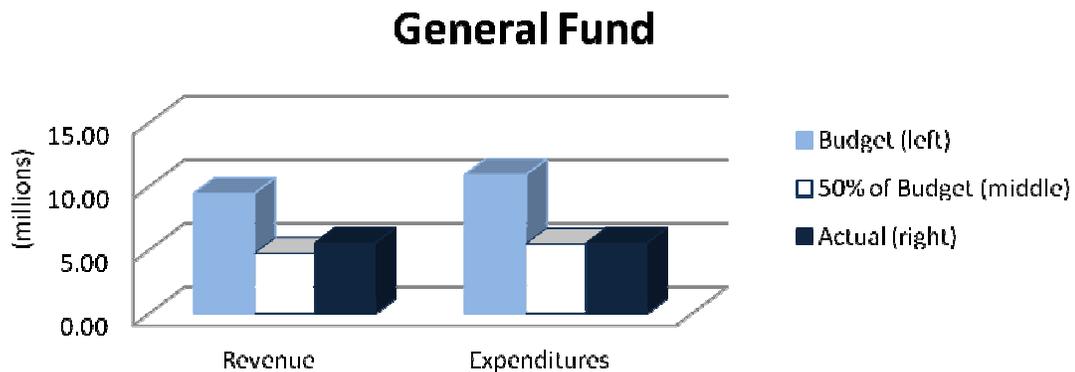
RECOMMENDATION

Receive the General Fund Financial Report for the six months ended December 31, 2011.

DISCUSSION

If revenues and expenditures are assumed to be distributed evenly for the six months ended December 31, 2011, 50% of the annual FY 2011-12 Budget (6/12) should be earned or incurred. However, due to the timing nature of many governmental revenues and expenditures, the actual amounts received and paid may vary. Major variances are explained below.

The overall General Fund Revenues and Expenditures are presented in the chart below with the details in the attached financial report.



General Fund Revenues

For the six months ended December 31, 2011, the General Fund reported revenues of \$5,523,315, which is 58.4% of the annual revenue budget for the FY 2012.

Total property taxes are 71% of the General Fund revenue budget. For secured property tax, the Town receives 5% in November, 45% in December, 5% in March, 35% in April, 5% in May and 5% in June, therefore secured property tax is on target, at 50% of the annual budget. Unsecured property tax is paid to the Town in August and is also on target with 101% received in August as expected.

Overall development related fees are 12% of the General Fund revenue budget. Building permit revenue is at 91.8%, and plan checking revenue is at 67.79% of the annual budget as of December 2011. A mid-year budget adjustment is to be proposed in March by the Building Department to more accurately reflect the trend for FY 2012.

Total franchise fee revenue is 7% of the General Fund revenue budgeted at \$612,500 in the current year and \$132,800 has been received through December 2011. Various franchise fees are either received annually (PG&E and Cal water) or quarterly (cable) with the exception of solid waste franchise which is now paid to the Town on a monthly basis. It is helpful to compare the current balance of the franchise fees to the amount received in the prior year, which was \$71,960 through the same period. The variance is mainly due to the solid waste fees being paid quarterly last year (three months received by December) and monthly in the current year (five months received by December).

Other revenue variances worth noting include sales tax, interest earnings and post office revenue. Local sales and use tax revenue is \$89,387 or 81.3% of budget and \$64,000 greater than last year at the same time due to the \$50,424 true-up payment received, which was only \$2,256 for the same period last year. Interest income is \$11,419 or 25.4% of budget but includes only interest from the first quarter. The post office is at 14.6% of the annual budget, and 91.5% less than last year because as of October 2010 the Town is no longer receiving a fixed sum for running the Post Office, but instead the Town is receiving a percentage of stamp sales. Business license tax is renewed on July 1 for the fiscal year.

General Fund Expenditures

For the six months ended December 31, 2011, the General Fund reported expenditures of \$5,529,938 which is 50.6% of the annual expenditure budget for FY 2012. The departments of City Council, Administration, City Attorney, Planning and Public Works/Parks are all within the target budgets and have expended less in the current year than was expended last year as of December.

The Building Department expenditures are trending higher than the six month average at 72.2% due to separation incentive costs and increased development activities, which is also reflected in the building permit revenues, as noted above.

The Police department expenditures are at 51.7% of the annual budget. The general operation costs include annual payments to San Mateo County for animal control services, narcotics task force and emergency services support. A \$9,200 grant received from ABAG will cover the capital outlay technology expenses.

Non-Department expenditures are higher than average is due to annual liability insurance premium paid at the beginning of the fiscal year.

FISCAL IMPACT

There is no fiscal impact associated with accepting this report. The Council will be presented with a mid-year review of the General Fund at the March meeting. The mid-year review will provide projections through the end of the fiscal year for both revenues and expenditures. Staff expects that there will be budget amendments recommended with the mid-year review.

Prepared by:

Approved by:

Debra C. Auker, Interim Finance Director

Theresa DellaSanta, Interim City Manager

Attachment: Financial Report

Town of Atherton
General Fund
Financial Report for the Six Months Ended Dec 31, 2011
(Excl. Encumbrances)

Dept	Description	Revised Budget FY11/12	6/12 of Budget	Actual July 11 to Dec 11	Accrual	Adjusted Actual July 11 to Dec 11	Variance of 6/12 of Budget	% of 6/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 10 to Dec 10	Incr/(decr) over PY	% Change
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	Revenues		50.0%										
	Secured	4,891,500	2,445,750	2,444,767		2,444,767	983	100.0%	2,446,733	50.0%	2,400,483	44,284	1.8%
	Unsecured	270,000	135,000	273,019		273,019	(138,019)	202.2%	(3,019)	101.1%	253,779	19,240	7.6%
	SB813 Redemption (Supplemental)	70,000	35,000	15,082		15,082	19,918	43.1%	54,918	21.5%	18,095	(3,013)	-16.7%
	Home Owners Exemption	34,000	17,000	5,141		5,141	11,859	30.2%	28,859	15.1%	5,098	43	0.8%
	Property Tax In Lieu of VLF	660,000	330,000	342,059		342,059	(12,059)	103.7%	317,941	51.8%	331,782	10,277	3.1%
	Motor Veh. Lic Fees (MVLF)	-	-	3,737		3,737	(3,737)	100.0%	(3,737)	100.0%	6,930	(3,193)	-46.1%
	ERAF Subvention	600,000	300,000	718,479		718,479	(418,479)	239.5%	(118,479)	119.7%	-	718,479	100.0%
	Local Sales & Use Tax	110,000	55,000	89,387		89,387	(34,387)	162.5%	20,613	81.3%	25,175	64,212	255.1%
	Public Safety Sales Tax (Prop 172)	60,000	30,000	21,786		21,786	8,214	72.6%	38,214	36.3%	29,978	(8,192)	-27.3%
	In Lieu Sales Tax/Triple Flip	25,500	12,750	24,560		24,560	(11,810)	192.6%	940	96.3%	12,609	11,951	94.8%
	Franchise Taxes-PG&E	230,000	115,000	1,924		1,924	113,076	1.7%	228,076	0.8%	-	1,924	100.0%
	Franchise Tax-Cal Water	79,500	39,750	-		-	39,750	0.0%	79,500	0.0%	-	-	0.0%
	Franchise Tax-Garbage	195,000	97,500	104,438		104,438	(6,938)	107.1%	90,562	53.6%	46,462	57,976	124.8%
	Franchise Taxes-Cable	108,000	54,000	26,439		26,439	27,561	49.0%	81,561	24.5%	25,498	941	3.7%
	Document TRSF Tax	250,000	125,000	147,181		147,181	(22,181)	117.7%	102,819	58.9%	85,235	61,946	72.7%
	Business Licenses	160,000	80,000	126,088		126,088	(46,088)	157.6%	33,912	78.8%	130,562	(4,474)	-3.4%
	Muni/Vehicle Code Fines (Parking)	15,000	7,500	5,750		5,750	1,750	76.7%	9,250	38.3%	10,012	(4,262)	-42.6%
	Other Fines & Forfeit (County)	40,000	20,000	22,830		22,830	(2,830)	114.1%	17,170	57.1%	10,575	12,255	115.9%
	C & D Deposit Forfeited	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	C/CAG AB 1546	12,535	6,268	11,942		11,942	(5,674)	190.5%	593	95.3%	-	11,942	100.0%
	POST Reimbursement	6,500	3,250	12,482		12,482	(9,232)	384.1%	(5,982)	192.0%	1,777	10,705	602.4%
	SB 90 reimbursement	-	-	1,002		1,002	(1,002)	100.0%	(1,002)	100.0%	3,982	(2,980)	-74.8%
	DOJ Grant (vest)	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	DUI Grant	6,000	3,000	1,257		1,257	1,743	41.9%	4,743	20.9%	-	1,257	100.0%
	React Task Force Reimb	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	NARCOTICS Task Force	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	ABAG Grant	7,000	3,500	12,505		12,505	(9,005)	357.3%	(5,505)	178.6%	13,474	(969)	-7.2%
	Grants	5,000	2,500	-		-	2,500	0.0%	5,000	0.0%	5,112	(5,112)	-100.0%
	Other Reimbursements	-	-	2,394		2,394	(2,394)	100.0%	(2,394)	100.0%	-	2,394	100.0%
	Highway Maint Reimbursement	35,700	17,850	-		-	17,850	0.0%	35,700	0.0%	-	-	0.0%
	Home Occupation	800	400	300		300	100	75.0%	500	37.5%	600	(300)	-50.0%
	Building Permit	602,000	301,000	552,479		552,479	(251,479)	183.5%	49,521	91.8%	422,230	130,249	30.8%
	Encroachment Permit	140,000	70,000	75,616		75,616	(5,616)	108.0%	64,384	54.0%	69,638	5,978	8.6%
	Grading & Drain Permit	60,000	30,000	30,457		30,457	(457)	101.5%	29,543	50.8%	37,107	(6,650)	-17.9%
	Other Licenses & Permit	400	200	1,227		1,227	(1,027)	613.5%	(827)	306.8%	524	703	134.2%
	Elections Processing Fee	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Document/Research Fee	-	-	2		2	(2)	100.0%	(2)	100.0%	-	2	100.0%
	Photocopy Fee	1,025	513	2,350		2,350	(1,838)	458.5%	(1,325)	229.3%	1,920	430	22.4%
	Alarm Sign Fees	600	300	240		240	60	80.0%	360	40.0%	285	(45)	-15.8%
	Vehicle Release	2,500	1,250	1,418		1,418	(168)	113.4%	1,082	56.7%	1,703	(285)	-16.7%
	Police Report	1,000	500	120		120	380	23.9%	880	12.0%	810	(690)	-85.2%
	Fingerprinting Fee	325	163	424		424	(262)	260.9%	(99)	130.5%	106	318	300.0%
	Affidavit of Cost	300	150	-		-	150	0.0%	300	0.0%	-	-	0.0%
	Special Service Fee	3,000	1,500	1,689		1,689	(189)	112.6%	1,312	56.3%	2,202	(514)	-23.3%
	Solicitor's Fee	100	50	141		141	(91)	282.0%	(41)	141.0%	-	141	100.0%

Town of Atherton													
General Fund													
Financial Report for the Six Months Ended Dec 31, 2011													
(Excl. Encumbrances)													
Dept	Description	Revised Budget FY11/12	6/12 of Budget	Actual July 11 to Dec 11	Accrual	Adjusted Actual July 11 to Dec 11	Variance of 6/12 of Budget	% of 6/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 10 to Dec 10	Incr/(decr) over PY	% Change
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	Disaster Assistance Reimbursement	-	50.0%	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Zoning & Planning Fees	180,000	90,000	65,230		65,230	24,770	72.5%	114,770	36.2%	86,008	(20,778)	-24.2%
	Plan Check Fee Building	304,000	152,000	205,883		205,883	(53,883)	135.4%	98,117	67.7%	267,065	(61,182)	-22.9%
	Social Fees	35,000	17,500	21,325		21,325	(3,825)	121.9%	13,675	60.9%	47,412	(26,087)	-55.0%
	Meeting Fees	30,000	15,000	13,175		13,175	1,825	87.8%	16,825	43.9%	41,370	(28,195)	-68.2%
	Misc. Park Use Fee	1,000	500	1,400		1,400	(900)	280.0%	(400)	140.0%	1,240	160	12.9%
	Class Fees	10,000	5,000	14,175		14,175	(9,175)	283.5%	(4,175)	141.8%	4,576	9,599	209.8%
	Weddings	20,000	10,000	27,750		27,750	(17,750)	277.5%	(7,750)	138.8%	60,700	(32,950)	-54.3%
	Tree Removal Plan Check	10,000	5,000	11,164		11,164	(6,164)	223.3%	(1,164)	111.6%	-	11,164	100.0%
	Contract Plan Review Services	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Interest Income	45,000	22,500	11,419		11,419	11,081	50.8%	33,581	25.4%	23,596	(12,177)	-51.6%
	Cellular Antenna Lease	41,682	20,841	20,590		20,590	251	98.8%	21,092	49.4%	19,609	981	5.0%
	Property Rental-Playschool	77,600	38,800	39,059		39,059	(259)	100.7%	38,541	50.3%	38,787	272	0.7%
	Sale of Property	-	-	3,497		3,497	(3,497)	100.0%	(3,497)	100.0%	-	3,497	100.0%
	Post Office	12,500	6,250	1,821		1,821	4,429	29.1%	10,679	14.6%	21,387	(19,566)	-91.5%
	Donations/Contributions	-	-	100		100	(100)	100.0%	(100)	100.0%	-	100	100.0%
	Miscellaneous Income	2,000	1,000	2,379		2,379	(1,379)	237.9%	(379)	119.0%	1,311	1,068	81.5%
	Escheated unclaimed property	-	-	3,641		3,641	(3,641)	100.0%	(3,641)	100.0%	-	3,641	100.0%
	Total Revenues	9,452,067	4,726,034	5,523,315	-	5,523,315	(797,281)	116.9%	3,928,752	58.4%	4,566,804	956,511	20.9%
	EXPENDITURES												
City Council	Utilities-Water	625	313	1,666		1,666	(1,354)	533.2%	(1,041)	266.6%	337	1,329	394.4%
	Advertising/Noticing	4,000	2,000	-		-	2,000	0.0%	4,000	0.0%	680	(680)	-100.0%
	Business Meetings & Meals	1,200	600	93		93	507	15.5%	1,107	7.7%	-	93	100.0%
	Conferences	5,000	2,500	300		300	2,200	12.0%	4,700	6.0%	80	220	275.0%
	Training & Workshops	1,000	500	-		-	500	0.0%	1,000	0.0%	-	-	0.0%
	Membership/Dues	7,203	3,602	2,527		2,527	1,075	70.2%	4,676	35.1%	4,447	(1,920)	-43.2%
	Mileage Reimbursement	500	250	-		-	250	0.0%	500	0.0%	-	-	0.0%
	Environmental Programs (EPC)	5,000	2,500	-		-	2,500	0.0%	5,000	0.0%	-	-	0.0%
	Commission & Committee	1,000	500	-		-	500	0.0%	1,000	0.0%	-	-	0.0%
	Special Events & Awards	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Office Supplies	1,200	600	219		219	381	36.5%	981	18.2%	140	79	56.2%
	Computer Equipment/Software	3,000	1,500	-		-	1,500	0.0%	3,000	0.0%	-	-	0.0%
	Office Equip & Furniture	19,150	9,575	570		570	9,005	6.0%	18,580	3.0%	545	25	4.6%
	City Council Totals:	48,878	24,439	5,375	-	5,375	19,064	22.0%	43,503	11.0%	6,229	(854)	-13.7%
Administration (CM,CC,HR)	Salaries & Benefits	252,428	126,214	118,733	2,084	120,817	5,397	95.7%	131,611	47.9%	321,306	(200,489)	-62.4%
	Professional Services	288,000	144,000	83,760	380	84,140	59,860	58.4%	203,860	29.2%	55,135	29,005	52.6%
	General Operations	57,933	28,967	14,842		14,842	14,125	51.2%	43,091	25.6%	12,857	1,985	15.4%
	Supplies & Materials	7,200	3,600	1,872	113	1,986	1,615	55.2%	5,215	27.6%	3,861	(1,876)	-48.6%
	Capital Outlay	3,000	1,500	162		162	1,338	10.8%	2,838	5.4%	414	(252)	-60.8%
	Administration Totals:	608,561	304,281	219,369	2,577	221,946	82,334	72.9%	386,615	36.5%	393,573	(171,627)	-43.6%

Town of Atherton													
General Fund													
Financial Report for the Six Months Ended Dec 31, 2011													
(Excl. Encumbrances)													
Dept	Description	Revised Budget FY11/12	6/12 of Budget	Actual July 11 to Dec 11	Accrual	Adjusted Actual July 11 to Dec 11	Variance of 6/12 of Budget	% of 6/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 10 to Dec 10	Incr/(decr) over PY	% Change
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
City Attorney	Professional Services	230,000	115,000	51,129	9,800	60,929	54,071	53.0%	169,071	26.5%	221,366	(160,437)	-72.5%
	General Operations	-	-	-	-	-	-	0.0%	-	0.0%	-	-	0.0%
	Supplies & Materials	-	-	-	-	-	-	0.0%	-	0.0%	-	-	0.0%
	City Attorney Totals:	230,000	115,000	51,129	9,800	60,929	54,071	53.0%	169,071	26.5%	221,366	(160,437)	-72.5%
Finance	Salaries & Benefits	460,783	230,392	224,801	1,396	226,197	4,195	98.2%	234,586	49.1%	208,701	17,496	8.4%
	Professional Services	75,201	37,601	40,049	5,096	45,145	(7,544)	120.1%	30,057	60.0%	96,774	(51,630)	-53.4%
	General Operations	134,704	67,352	64,387	2,299	66,686	666	99.0%	68,018	49.5%	8,228	58,458	710.5%
	Supplies & Materials	3,000	1,500	780	19	799	701	53.3%	2,201	26.6%	357	442	123.8%
	Capital Outlay	3,000	1,500	-	-	-	1,500	0.0%	3,000	0.0%	1,995	(1,995)	-100.0%
	Finance Totals:	676,688	338,344	330,016	8,810	338,826	(482)	100.1%	337,862	50.1%	316,055	22,771	7.2%
Planning	Contract Planner	187,050	93,525	57,165	7,893	65,058	28,467	69.6%	121,992	34.8%	105,585	(40,527)	-38.4%
	Contract Arborist Service	35,000	17,500	11,418	1,658	13,075	4,425	74.7%	21,925	37.4%	-	13,075	100.0%
	General Operations	3,397	1,699	587	141	727	971	42.8%	2,670	21.4%	1,157	(430)	-37.1%
	Supplies & Materials	2,200	1,100	54	-	54	1,046	4.9%	2,146	2.5%	526	(472)	-89.7%
	Planning Totals:	227,647	113,824	69,224	9,691	78,915	34,908	69.3%	148,732	34.7%	107,268	(28,353)	-26.4%
Building	Salaries & Benefits	357,158	178,579	220,714	1,209	221,923	(43,344)	124.3%	135,235	62.1%	517,536	(295,613)	-57.1%
	Professional Services	92,528	46,264	144,222	520	144,742	(98,478)	312.9%	(52,214)	156.4%	57,982	86,760	149.6%
	Contract Arborist Service	100,000	50,000	27,047	4,718	31,765	18,236	63.5%	68,236	31.8%	-	31,765	100.0%
	Contract Building & Life Safety Svs	442,451	221,226	284,615	68,907	353,523	(132,297)	159.8%	88,928	79.9%	-	353,523	100.0%
	General Operations	13,522	6,761	7,387	1,116	8,503	(1,742)	125.8%	5,019	62.9%	7,282	1,221	16.8%
	Supplies & Materials	2,500	1,250	1,747	145	1,892	(642)	151.4%	608	75.7%	1,565	327	20.9%
	Capital Outlay	1,500	750	325	-	325	425	43.3%	1,175	21.6%	6,693	(6,368)	-95.1%
	Transfer to Bldg Const. Facility Fund	153,356	76,678	76,678	-	76,678	0	100.0%	76,678	50.0%	76,678	(0)	0.0%
	Building Totals:	1,163,015	581,508	762,734	76,615	839,349	(257,841)	144.3%	323,666	72.2%	667,736	171,613	25.7%
Non Dept.	Salaries & Benefits	2,000	1,000	934	-	934	66	93.4%	1,066	46.7%	1,103	(169)	-15.3%
	Professional Services	106,985	53,493	31,004	9,631	40,634	12,858	76.0%	66,351	38.0%	105,060	(64,426)	-61.3%
	General Operations	411,890	205,945	326,295	674	326,970	(121,025)	158.8%	84,920	79.4%	288,753	38,217	13.2%
	Supplies & Materials	35,442	17,721	8,250	-	8,250	9,471	46.6%	27,192	23.3%	8,171	79	1.0%
	Capital Outlay	97,700	48,850	-	-	-	48,850	0.0%	97,700	0.0%	-	-	0.0%
	Non-Dept. Totals:	654,017	327,009	366,483	10,305	376,788	(49,779)	115.2%	277,229	57.6%	403,087	(26,299)	-6.5%
Police	Salaries & Benefits	4,764,860	2,382,430	2,344,386	48,316	2,392,702	(10,272)	100.4%	2,372,158	50.2%	2,359,959	32,743	1.4%
	Professional Services	221,411	110,706	107,991	14,500	122,491	(11,786)	110.6%	98,920	55.3%	163,141	(40,650)	-24.9%
	General Operations	327,908	163,954	208,652	8,631	217,283	(53,329)	132.5%	110,625	66.3%	81,198	136,085	167.6%
	Supplies & Materials	120,236	60,118	56,382	4,598	60,980	(862)	101.4%	59,256	50.7%	44,229	16,751	37.9%
	Capital Outlay	17,630	8,815	26,406	-	26,406	(17,591)	299.6%	(8,776)	149.8%	9,779	16,627	170.0%
	Cops Grant	-	-	-	-	-	-	0.0%	-	0.0%	-	-	0.0%
	Police Totals:	5,452,045	2,726,023	2,743,817	76,045	2,819,862	(93,840)	103.4%	2,632,183	51.7%	2,658,306	161,556	6.1%

Town of Atherton													
General Fund													
Financial Report for the Six Months Ended Dec 31, 2011													
(Excl. Encumbrances)													
Dept	Description	Revised Budget FY11/12	6/12 of Budget	Actual July 11 to Dec 11	Accrual	Adjusted Actual July 11 to Dec 11	Variance of 6/12 of Budget	% of 6/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 10 to Dec 10	Incr/(decr) over PY	% Change
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
			50.0%	-									
Public Works	Salaries & Benefits	763,359	381,680	464,203	4,623	468,826	(87,146)	122.8%	294,533	61.4%	747,707	(278,881)	-37.3%
& Parks	Professional Services	219,000	109,500	93,550	21,250	114,800	(5,300)	104.8%	104,200	52.4%	14,926	99,874	669.1%
	Contract DPW Maintenance Svcs	472,719	236,360	75,775	-	75,775	160,584	32.1%	396,944	16.0%	-	75,775	100.0%
	General Operations	317,224	158,612	104,691	11,766	116,457	42,155	73.4%	200,767	36.7%	140,855	(24,398)	-17.3%
	Supplies & Materials	15,850	7,925	11,251	838	12,089	(4,164)	152.5%	3,761	76.3%	23,322	(11,233)	-48.2%
	Capital Outlay	77,800	38,900	-	-	-	38,900	0.0%	77,800	0.0%	2,636	(2,636)	-100.0%
	Public Works Totals:	1,865,952	932,976	749,470	38,478	787,947	145,029	84.5%	1,078,005	42.2%	929,446	(141,499)	-15.2%
	Total Expenditures	10,926,803	5,463,402	5,297,618	232,320	5,529,938	(66,536)	101.2%	5,396,865	50.6%	5,703,066	(173,128)	-3.0%
Excess (Deficiency) of Revenues over Expenditures		(1,474,736)	(737,368)	225,697	(232,320)	(6,623)	(730,745)	0.9%	(1,468,113)	0.4%	(1,136,262)	1,129,639	-99.4%
	Other Financing Sources/(uses)												
	Transfer from Special Parcel Tax Fund	1,116,000	558,000	558,000	-	558,000	-	100.0%	558,000	50.0%	444,231	113,769	25.6%
	Transfers from Facil Constr (406)										-		
	Transfer to Road Impact Fee Fund										(902,355)	902,355	-100.0%
	Total Transfer In(Out)	1,116,000	558,000	558,000	-	558,000	-	100.0%	558,000	50.0%	(458,124)	1,016,124	-221.8%
	Net Change in Fund Balance	(358,736)	(179,368)	783,697	(232,320)	551,377	(730,745)	-307.4%	(910,113)	-153.7%	(1,594,386)	2,145,763	-134.6%
	Beg. Fund Balance - general fund	5,300,205				5,300,205					5,595,401		
	Beg. Fund Balance - Bldg Dept. OP Reserve	933,837				933,837					1,030,636		
	Proj. Ending Fund Balance	5,875,306				6,785,419					5,031,651		



ITEM 11

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: THERESA N. DELLASANTA, Interim City Manager

DATE: FOR THE MEETING OF FEBRUARY 15, 2012

SUBJECT: APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH RENNE SLOAN HOLTZMAN SAKAI LLP

RECOMMENDATION

Authorize the Interim City Manager to execute an amendment to Professional Services Agreement with Renne Sloan Holtzman Sakai LLP for labor negotiation services in an amount not to exceed \$12,300.

DISCUSSION

The Town entered into an agreement with Renne Sloan Holtzman Sakai LLP on May 18, 2011 under the City Managers spending authority, to provide labor negotiations with respect to the negotiations with Teamster Local Union No. 856 which ultimately led to 13 lay-offs and outsourcing.

The initial contract contained a maximum compensation amount of \$15,000. The consultant's costs have reached the \$15,000 limit and informal meetings with the POA are now underway, and it is also time to begin preparing for negotiations with the Management and Confidential units which both have expired contracts. Therefore, it is appropriate to amend the contract to continue with the negotiations and increase the compensation limitation.

The agreement for professional services with Renee Sloan Holtzman Sakai LLP provides for Geoffrey Rothman to serve as the Chief Labor Negotiator in labor negotiations with the Town's Management and Confidential units, Police Association and Teamsters Union. Mr. Rothman anticipates the need for approximately 60 hours to accomplish the additional work.

Staff is requesting an amendment to the professional services agreement to authorize an additional 60 hours of work at \$205 per hour, not to exceed \$12,300 in compensation.

FISCAL IMPACT

The fiscal impact of adopting this Amendment amounts to \$12,300. The Amended Budget has adequate funds available to fund this request. The funds will come from the General Fund Administration Department account 101-12-52008-012.

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
TOWN OF ATHERTON
AND
RENNE SLOAN HOLTZMAN SAKAI LLP**

This AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is made and entered into this ___ day of February, 2012, by and between the TOWN OF ATHERTON, a municipal corporation ("TOWN"), and the law firm of Renne Sloan Holtzman Sakai LLP ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth therein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 17, "TERMINATION OF AGREEMENT" of this Agreement, the term of this Agreement shall be for a period not to exceed six (6) months unless extended in writing by Town.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform consultant services regarding advice and representation on labor and employment matters as assigned by Town.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT may be retained to perform specific additional services if agreed to in writing by and between the parties, and for such compensation as the parties may agree is acceptable.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, TOWN agrees to pay CONSULTANT for professional services at CONSULTANT's standard hourly billing rates in effect at the time service is rendered, currently partner rates at \$285 to \$340 per hour, associate rates at \$205 to \$275, non-attorney consultants at the rate of \$150 to \$225 per hour, paralegals at the rate of \$95 to \$125 per hour. The primary consultant assigned to this project is GEOFFREY ROTHMAN, with an hourly rate of \$205. Billing shall be calculated in 1/10 hour increments, and shall include time spent traveling on TOWN's behalf.

(b) Each month CONSULTANT shall furnish to TOWN an original invoice for all work performed during the preceding month. TOWN shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and charges made are in compliance with the provisions of this Agreement. In the event that no issues are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event TOWN disputes any charges or expenses, the original invoice shall be returned by TOWN to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT that are disputed by TOWN, TOWN will use its best efforts to cause CONSULTANT to be paid within thirty (30) days from receipt of CONSULTANT invoice.

(d) Payment to CONSULTANT for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONSULTANT.

(e) As separate and additional compensation, CONSULTANT shall be entitled to charge separately for travel, computer-assisted research, transcription, overnight delivery and messenger services, and other costs associated with CONSULTANT's work approved in advance by TOWN.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE OF WORK.

TOWN may inspect and accept or reject any of CONSULTANT's work under this Agreement, either during performance or when completed. TOWN shall reject work by a timely written explanation. TOWN's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by TOWN shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this Agreement, if any, shall become the sole property of TOWN and may be used, reused or otherwise disposed of by TOWN without the permission of the CONSULTANT.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this Agreement. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to TOWN pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this Agreement. Any and all such documents or records shall be maintained for a minimum of three (3) years from the date of execution of this Agreement or longer to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by TOWN or its designated representative. Copies of such documents or records shall be provided directly to TOWN for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this Agreement.

(c) Whenever TOWN has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, TOWN may, by written request, require that custody of such documents or records be given to TOWN.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent CONSULTANT and not an officer, employee or agent of TOWN. CONSULTANT shall have no authority to bind TOWN in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against TOWN, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by TOWN.

(b) The personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither TOWN, nor any elected or appointed boards, officers, officials, employees or agents of TOWN, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, or employees of TOWN.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall be entitled to any employee benefit programs offered by TOWN to its employees, including but not limited to rights to health insurance, flexible benefit plans, dental and vision plans, Employee Assistance Plan, life insurance, retiree medical plan, or retirement plan or any other benefits that may otherwise accrue to TOWN employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of his ability, experience and talent, perform all services described herein. In meeting his obligations under this Agreement, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither TOWN, nor any elected or appointed boards, officers, officials, employees or agents of TOWN, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION.

In performing the services under this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will not discriminate against any employee or applicant from employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996). CONSULTANT will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy. Such action shall include but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against TOWN for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse TOWN for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by TOWN.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of his firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of TOWN or which would in any way hinder CONSULTANT 's performance of services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by him as an officer, employee, agent or sub-CONSULTANT without the express written consent of TOWN's City Manager. CONSULTANT agrees at all times to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of TOWN in the performance of this Agreement.

(b) TOWN understands and acknowledges that CONSULTANT is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies. CONSULTANT is unaware of any stated position of TOWN relative to such projects. Any future position of TOWN on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. INDEMNIFICATION.

To the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless TOWN, and any and all of its, employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), whether the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part the performance of this Agreement by CONSULTANT in a negligent manner.

SECTION 15. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this Agreement. TOWN has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this Agreement. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of TOWN Council. Any attempted assignment without TOWN's consent shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling TOWN to any and all remedies at law or in equity, including summary termination of this Agreement.

SECTION 16. TERMINATION OF AGREEMENT.

(a) TOWN may terminate this Agreement without cause at any time by written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this Agreement at any time upon fourteen (14) days written notice of termination to TOWN.

(c) If either CONSULTANT or TOWN fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either CONSULTANT or TOWN may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either CONSULTANT or TOWN, all property belonging exclusively to TOWN, which is in CONSULTANT's possession, shall be returned to TOWN. CONSULTANT shall furnish to TOWN a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

SECTION 17. DEFAULT.

In the event that CONSULTANT is in default under the terms of this Agreement, TOWN shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this Agreement immediately by written notice to the CONSULTANT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the CONSULTANT and by TOWN. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 24. WAIVER.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by TOWN of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 25. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in the County of San Mateo.

SECTION 26. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 27. ENTIRE AGREEMENT.

This Agreement is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and TOWN prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

SECTION 28. SEVERABILITY.

If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WITREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

TOWN OF ATHERTON

CONSULTANT

By: _____
Interim City Manager

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk



Town of Atherton

ITEM 12

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Conners, City Attorney

DATE: February 15, 2011

SUBJECT: REVISION AND EXTENSION OF AGREEMENT FOR LEGAL SERVICES

RECOMMENDATION:

That the Council approve and authorize the Mayor to execute the agreement for legal services.

BACKGROUND:

Town entered into an Agreement with Mr. Conners in April, 2011, based on an RFP that set forth the required services to be provided. The proposal from Mr. Conners was based on 4 hours of office hours weekly, and included services above and beyond the RFP in the monthly retainer. The initial agreement called for a review after 6 months. Attorney has drafted a more exhaustive Agreement for municipal legal services that calls for 14 hours of office hours and meeting attendance monthly, outlines the inclusive nature of the services provided, and reflects more correctly the nature and extent of the services provided. The compensation is suggested to increase from \$9800 to \$12,800 monthly. Attorney is responsible for all costs, continuing education and licensure costs, costs of associates and acting attorney's when needed, and minor litigation matters and administrative hearings. The Agreement is for an initial 2 year term with extensions upon mutual agreement included.

Based on budgets over the 4 years prior to Mr. Conners' appointment, the average annual expenditure for legal services was approximately \$440,000. The projected actual cost for services this year will result in a saving of over \$300,000 over the average and almost \$200,000 over the best year during that span. The quality of legal services has not suffered; indeed staff believes it has improved, during this time.

FISCAL IMPACT:

The fiscal impact of adopting this agreement amounts to an increase in retainer fees of \$3,000 per month. There are adequate funds available for these services in the City Attorney General Fund budget.

Approved by:

Theresa DellaSanta, Interim City Manager

AGREEMENT FOR MUNICIPAL LEGAL SERVICES

TOWN OF ATHERTON

This Agreement (“Agreement”) is effective as of the first day of February, 2012, by and between the municipal consultant law firm of WILLIAM B. CONNERS, MUNICIPAL LAW CONSULTANT & ASSOCIATES (“Attorney”) a California municipal law consultant firm and the TOWN OF ATHERTON, a municipal corporation (“Town”).

1. APPOINTMENT.

City Council hereby appoints Attorney to render such municipal legal services as are customarily rendered by municipal consultant attorneys as further specified herein, including providing staff attorneys, and attending meetings of the City Council, Planning Commission, and other bodies of Town as directed by the City Council. The City Council and Attorney agree that the position of City Attorney shall be filled by William B. Connors, and the position of Assistant City Attorney shall be filled by Jennifer Larson. Any changes to such persons in such positions shall be approved by the City Council.

Notwithstanding the foregoing, Attorney may appoint the Assistant City Attorney to serve as acting City Attorney in his absence, or a qualified acting City Attorney to serve in his absence when the Assistant City Attorney is unavailable to serve. Such acting City Attorney shall serve for no longer than 7 days without permission from the City Manager, and for no longer than 14 days without permission from the City Council.

All such persons serving as a municipal law consultant as Assistant City Attorney or Acting City Attorney shall be compensated by Attorney as his sole cost.

2. TERM.

A. The term of this Agreement shall begin on February 1, 2012, and shall remain in effect for two (2) years, however, it shall continue in effect indefinitely from year-to-year thereafter unless either party gives written notice of its intention of nonrenewal at least 90 days before expiration of the then current term. A request by either party to revise specific terms or provisions of the Agreement shall not serve as intention of nonrenewal, and either party may seek revisions at any time upon 90 days written notice to the other.

B. Either party may terminate this Agreement at any time by providing 90 days written notice to the other party, except that such termination may not be terminated by Town within 120 days following any municipal election at which any seat on the City Council is changed. The purpose of this provision is to allow the full and current City Council adequate time to objectively evaluate Attorney’s performance.

3. DUTIES.

Town employs Attorney to provide any and all work necessary for the provision municipal legal services to Town, including without limitation, the following:

A. Attendance at City Council and Planning Commission meetings, and such other bodies of the Town as the City Council may request, either in person or through the Assistant City Attorney unless excused by the City Manager or the Mayor. Attend weekly staff meetings as requested by the City Manager.

B. Provide legal advice, written legal opinions, and consultation on all matters affecting the Town to the City Council, City Manager, commissions and other bodies of the Town, and officers and employees. Explain issues regarding the Municipal Code and laws specific to municipalities to members of the public upon request.

C. Be available for telephone or email consultation with Town staff as needed on legal matters, and to maintain office hours and attendance at meetings at City Hall an average of 14 hours weekly as mutually agreed to by the City Manager and Attorney except during periods when excused by the City Manager resulting from vacations, illness, training, or similar legitimate reasons.

D. Prepare or review necessary legal documents such as ordinances, resolutions, contracts, bid documents including RFP's, construction documents, memoranda, and similar legal documents as requested by Town.

E. Represent and advise Town on pending and potential litigation as requested by Town, except regarding matters handled by ABAG or other specialized outside counsel, matters where Attorney has a conflict, or matters beyond the technical expertise of Attorney who shall, with approval of the City Council, employ such outside counsel as is necessary.

F. With respect to matters referred to outside counsel or ABAG, monitor pending litigation matters, and assist in facilitating early resolution of such matters.

G. Monitor pending and current legislation and case law as appropriate, and report on such matters to the City Council as needed or requested.

H. Such other normal municipal legal functions as assigned by the City Council or City Manager.

4. COMPENSATION.

Town shall pay a fixed inclusive monthly retainer of Twelve thousand eight hundred dollars (\$12,800) for all legal services as set forth above. This payment shall cover all costs of provision of legal services under this Agreement, including costs for Attorney and all other members of his legal team in delivering such services as discussed in Attorney's Response to the City's RFP for legal services in 2011. It is anticipated that this retainer will cover all of the usual and customary general and special municipal Attorney services; however, as called for in section 2.16.010 of the Atherton Municipal Code, if Town shall request additional services beyond the scope of this Agreement, such services shall be billed at the rate of \$200 per hour.

Attorney expects that virtually all costs expected to be incurred in provision of these services will be included in the monthly retainer. Reasonable additional costs, if any, incurred by Attorney on behalf of Town while providing legal services shall be reimbursed by Town as approved in advance by the City Manager.

Attorney shall bill Town on a monthly basis for services rendered in the previous month. Any additional fees or costs, if any, will be itemized and explained in detail to demonstrate why the amount is a legitimate addition to the monthly retainer.

5. INDEPENDENT CONTRACTOR STATUS.

Attorney shall perform all legal services required under this Agreement as an independent consultant and law firm, and shall remain at all times as to Town a wholly independent contractor with only such obligations as are required under this Agreement, and for any and all purposes shall not be an employee of the Town. Neither Town nor any of its employees shall have any control over the manner, mode, or means by which Attorney, his agents and employees, render the legal services required under this Agreement except as otherwise set forth. Attorney shall not receive any benefits beyond the compensation set forth in paragraph 4.

6. INSURANCE COVERAGE.

Town agrees that Attorney, including associates, employees, or appointees of Attorney provided by Attorney, are excused from carrying errors and omissions professional liability coverage, and the Town agrees to extend the indemnification and protections of Government Code section 825 to Attorney and defend and hold harmless Attorney, and other attorney's working on behalf of Attorney in carrying out the terms and conditions of this Agreement, from any action resulting from provision of legal services under this Agreement.

7. PROFESSIONAL DEVELOPMENT.

Attorney agrees that he, and all persons working on behalf of him in provision of legal services under this Agreement, shall remain licensed to practice law in the State of California, and Attorney will ensure that he and all attorney's acting under this Agreement shall maintain compliance with continuing education requirements and maintain competence with respect to the field of municipal law at all times while carrying out the terms of this Agreement.

8. ENTIRE AGREEMENT.

The parties agree that this Agreement contains all of the agreements of the parties and cannot be amended or modified except by written amendment or agreement. The prior written agreement by and between the Town and Attorney regarding legal services is hereby terminated as of the effective date and time of this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by written amendment.

9. NOTICES.

Any notices pursuant to this Agreement shall be sent by regular mail addressed as follows:

- A. Town: City Manager, 91 Ashfield Road, Atherton, CA 94027
- B. Attorney: William B. Connors, Municipal Law Consultant & Associates,
P. O. Box 1521, Pebble Beach, CA 93953

10. INTERPRETATION OF AGREEMENT AND FORUM.

This Agreement shall be construed and interpreted in accordance with the laws of California. In the event of any dispute arising from this Agreement, the forum for judicial review shall be the Superior Court, San Mateo County.

11. SEVERABILITY.

If any provision or portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder shall be deemed severable and shall not be affected and shall remain in full force and effect insofar as possible.

12. CONFLICTS.

Attorney has no known present or contemplated employment which is adverse to the Town. Attorney agrees that he will not represent clients in matters against the Town. In such instances, Attorney shall make such potential conflict known to Town and offer to withdraw from representing either client and assist in obtaining suitable outside counsel to represent Town.

Dated: February _____, 2012

TOWN OF ATHERTON

Mayor

ATTORNEY

William B. Connors



Item No. 13

TOWN OF ATHERTON

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: EDWIN F. FLINT, CHIEF OF POLICE
DATE: FOR THE CITY COUNCIL MEETING OF FEBRUARY 15, 2012
SUBJECT: DESTRUCTION OF RECORDS

RECOMMENDATIONS

Adoption of Resolution 12-xx approving destruction of records authorized by Town approved Records Destruction Policy number 1.1.

BACKGROUND

Government Code Section 34090 states: "Unless otherwise provided by law, with the approval of the legislative body by resolution and the written consent of the city attorney the head of a city department may destroy any city record, document, instrument, book or paper, under his charge, without making a copy thereof, after the same is no longer required."

This section does not authorize the destruction of:

- (a) Records affecting the title to real property or liens thereon.
- (b) Court records.
- (c) Records required to be kept by statute.
- (d) Records less than two years old.

(e) The minutes, ordinances, or resolutions of the legislative body or of a city board or commission.

This section shall not be construed as limiting or qualifying in any manner the authority provided in Section 34090.5 for the destruction of records, documents, instruments, books and papers in accordance with the procedure therein prescribed.

ANALYSIS:

From 2002 to 2006, there are 17 records ready for destruction. Of the 17 records, 13 are Citizen Complaints and 4 are Internal Affairs (I/A) Investigations. Records ready for destruction have been identified by the Chief of Police and authorized by the City Attorney.

According to the Atherton Police Department's Lexipol Manual, Policy 1026, "Police Personnel Files" also applies and is consistent with said resolution:

1026.8 PURGING OF FILES

"Formal citizen complaints and all related files not pending litigation or other ongoing legal proceedings may be purged no sooner than five (5) years from the underlying complaint date (Penal Code Section 832.5).

All other disciplinary files and investigations of non-citizen initiated complaints not pending litigation or other ongoing legal proceedings may be purged no sooner than two years from the underlying complaint date (Government Code section 34090).

Each supervisor responsible for completing the employee's performance evaluation shall also determine whether any prior sustained disciplinary file should be retained beyond the statutory period for reasons other than pending litigation or other ongoing legal proceedings.

(a) If a supervisor determines that records of prior discipline should be retained beyond the applicable statutory period, approval for such retention shall be obtained through the chain of command from the Chief of Police.

(b) During the preparation of each employee's performance evaluation, all complaints and discipline should be reviewed to determine the relevancy, if any, to progressive discipline, training and career development. If, in the opinion of the Chief of Police, a complaint or disciplinary action beyond the statutory retention period is no longer relevant, all records of such matter may be destroyed pursuant to resolution."

FISCAL IMPACT

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

Approved by:

Edwin F. Flint
Police Chief

Theresa DellaSanta
Interim City Manager

RESOLUTION NO. 12-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON REQUESTING THE CHIEF OF POLICE THE AUTHORITY TO
PURGE 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 City Attorney hereby gives his written consent for the destruction of the following records:

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

ITEM NUMBER	RECORD TITLE	RETENTION
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
2002-005	Citizens Complaint	5 years
2002-004	Citizens Complaint	5 years
2002-002	Citizens Complaint	5 years
2002-001	Citizens Complaint	5 years
2002-001	Internal Affairs	5 years

NOW, THEREFORE, BE IT RESOLVED, that the Chief of Police is hereby granted the authority to order the destruction of any and all records, reports and findings relating to citizen complaints or internal affairs investigations in excess of five years from the date of completion once the Chief of Police has determined that such are no longer required;

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:

 Mayor

ATTEST:

 Theresa N. DellaSanta
 Deputy City Clerk



ITEM 14

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: THERESA N. DELLASANTA, Interim City Manager

DATE: FOR THE MEETING OF FEBRUARY 15, 2012

**SUBJECT: APPROVAL OF ONE -YEAR LEASE EXTENSION WITH KNOX
PLAYSCHOOLS, INC. AT HOLBROOK-PALMER PARK**

RECOMMENDATION

Approve a lease extension from July 1, 2012-August 30, 2013 with Knox Playschools, Inc. for the operation of the Playschool in Holbrook-Palmer Park.

DISCUSSION

Knox Playschools Inc.'s current lease expires June 30, 2012 which will conclude the 14th year of the lease arrangement. Ms. Knox's operational model necessitates that she complete her registration for the fall school year by February of each year. In order for her to register students for September, 2012 she needs to know she will have the lease space beyond the current expiration. Ms. Knox indicates that there are currently 31 Atherton children enrolled. Atherton residents are given priority admission and that this year all Atherton residents that have applied have been accommodated.

While Ms. Knox is interested in a multi-year lease term, staff has discussed with her the potential for changes in HP Park that may or may not impact the Playschool and require the Town to maintain flexibility. To address both Playschools, Inc.'s operational needs and to maintain flexibility for the Town as future plans for HP Park are explored, staff is recommending that the current lease be extended to August 30, 2013. The current lease will be amended to include the following terms:

-Lease to end on August 30, 2013

-Monthly lease payment for the extended term will be \$6,509.82 in keeping with the CPI formula in the current lease. Each July 1 the rent is adjusted by the annual percentage increase in the CPI in the month of June as outlined in the lease terms.

FISCAL IMPACT

Approval of the recommendation will generate \$91,137.48 over 14 months commencing in July 2012.

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

This Third 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 January, 2011, ("Lease"). The Lease currently expires on August 31, 2012.
- B. Town and Lessee now desire to enter into this Third 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, 2013.

- 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.

- C. Paragraph 32 regarding future uses of Holbrook-Palmer Park is hereby deleted.

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

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

TOWN OF ATHERTON:

LESSEE:

By: _____ / _____
Bill Widmer, Mayor (Date)

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

ATTEST:

City Clerk

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

APPROVED AS TO FORM:

City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2012 before me,
_____, Notary Public, personally appeared
_____, personally known to me to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2011 before me,
_____, Notary Public, personally appeared
_____, personally known to me to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
THERESA DELLASANTA, INTERIM CITY MANAGER**

FROM: DEBRA AUKER, INTERIM FINANCE DIRECTOR

DATE: FOR THE MEETING OF FEBRUARY 15, 2012

**SUBJECT: PROPERTY TAX EXCHANGE FOR THE PROPERTY AT 70 CAMINO
POR LOS ARBOLES (APN 070-302-300)**

RECOMMENDATION

That the Council approve by resolution, a property tax exchange with the County of San Mateo for the property located at 70 Camino Por Los Arboles (APN 070-302-300).

DISCUSSION

Revenue and Tax Code Section 99 requires that prior to the Local Agency Formation Commission (LAFCo) certifying an annexation application as complete, the annexing city and county must adopt resolutions of property tax exchange. Staff has negotiated an agreement with the County of San Mateo under which the Town of Atherton will receive 6.40443812% of the property taxes generated by this parcel. The resulting shares of the 1% property tax reflect a compromise by the County and the Town in which the Town receives less than the Citywide average of 10.5597%. In turn the County will receive 20% of the 1% property tax, which is less than the 26.4044% the County currently receives for this property and adjacent parcels, and which is also less than the 23% average the County receives elsewhere in the Town of Atherton. These lower than average percentages to the Town and the County are caused by the fact that each of the other overlapping taxing entities (including Menlo Fire District, all school districts and certain other districts serving our jurisdiction) receive a higher percent of property taxes (and will continue to receive higher property taxes) in unincorporated areas due to the absence of a municipality which would receive a portion of the 1% general property taxes.

On October 19, 2011 the City Council introduced an ordinance, approved on November 16, 2011 to prezone this property which is a prerequisite to annexing this parcel into the Town

Property Tax Exchange

because this (5346 square foot) parcel is developed with an auxiliary structure and under the same ownership of the main residence already located in the Town of Atherton.

This property tax exchange agreement addresses the transfer of service responsibility and property tax between the County and the Town. The boundary change and property tax exchange for the University Heights Drainage Maintenance District and the Atherton Channel Drainage District are governed by Drainage District enabling legislation which sets forth that the County Board of Supervisors conduct the boundary change process and property tax transfer. In approving a city annexation, LAFCo has the authority to condition approval of a city annexation on a drainage district boundary change. In considering this annexation to the Town the Commission may condition approval on subsequent Board of Supervisors proceedings regarding the drainage district.

ALTERNATIVE

Should Council find this proposed property tax exchange unacceptable they may direct staff to attempt to negotiate a more favorable outcome with the County. If the City and County are unable to agree upon a higher property tax allocation for the City the proposed annexation will not proceed.

FISCAL IMPACT

Upon annexation, the City should receive approximately \$192 per year in property taxes. This estimate is based upon current total assessed valuation of the property being annexed of \$299,408. Annual adjustments to this amount will then be governed by the provisions set forth in Article 13D of the State Constitution (Proposition 13).

FUTURE ACTION

It is expected that the County of San Mateo Board of Supervisors will approve this agreement at their February 28th board meeting.

The property owners filed the annexation applications with the Local Agency Formation Commission (LAFCO) in 2011. This matter is expected to be placed on the agenda at the LAFCO meeting that is scheduled for March 2012. If the annexation is approved at that meeting the jurisdictional change is effective on date of recordation (usually a few days following approval) while the tax rate change would be effective July 1, 2013.

Prepared by:

Approved by:

Debra C. Auken, Interim Finance Director

Theresa DellaSanta, Interim City Manager

Attachment: Resolution

Property Tax Exchange

**RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON MAKING
DETERMINATION OF PROPERTY TAX EXCHANGE PURSUANT TO THE
PROVISIONS OF CHAPTER 6, ARTICLE 5, PAR 0.5, IMPLEMENTATION OF
ARTICLE XIII A OF THE CALIFORNIA CONSTITUTION, COMMENCING WITH
SECTION 99, DIVISION 1, OF THE REVENUE AND TAXATION CODE
(70 CAMINO POR LOS ARBOLES)**

WHEREAS, State law requires that the County of San Mateo and the Town of Atherton agree to a property tax exchange as a result of the proposed annexation of the parcel at 70 Camino por los Arboles (APN 070-302-300) into the Town of Atherton; and

WHEREAS, the County and the Town have agreed on certain other matters relating to the proposed annexation; and

WHEREAS, the subject determination has been made prior to and as a condition precedent to the Executive Officer of the Local Agency Formation Commission (LAFCo) issuing the Certificate of Filing on said proposal; and

WHEREAS, the Town of Atherton in making this determination has reviewed the proposed property tax exchange and the amount of said exchange; and

WHEREAS, it has been agreed that property tax revenue produced by an incremental factor of 0.0640443812 for the affected property will be transferred between the County of San Mateo (TRA 062-007) and the Town of Atherton.

**NOW, THEREFORE, BE IT RESOLVES BY THE CITY COUNCIL OF THE
TOWN OF ATHERTON AS FOLLOWS:**

1. The property tax incremental factor to be transferred from the County of San Mateo (TRA 062-007) to the Town of Atherton is 0.0640443812.

Passed and adopted as an Resolution of the Town of Atherton at a regular meeting
Thereof held on the 15 day of February, 2012, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Bill Widmer, Mayor

ATTEST:

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

William B. Conners, City Attorney



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
 County Manager's Office



DATE: February 3, 2012
BOARD MEETING DATE: February 28, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: John L. Maltbie, Acting, County Manager

SUBJECT: Property tax revenue exchange between the County of San Mateo and the Town of Atherton for the proposed annexation of properties located at 70 Camino por los Arboles (APN 070-302-300).

RECOMMENDATION:

Adopt a resolution authorizing and agreeing to accept the exchange of property tax revenues between the County of San Mateo and Town of Atherton for the proposed annexation of the property located at 70 Camino por los Arboles.

BACKGROUND:

Revenue and Taxation Code Section 99 requires participating jurisdictions to agree to the amount of property tax transferred as a result of and condition of the Local Agency Formation Commission's (LAFCo) approval of annexation of property from one jurisdiction to another. This proposed annexation would consolidate a very small parcel in the unincorporated area with a larger parcel under the same ownership in the Town of Atherton. A main residence is located on the larger parcel in the Town and an auxiliary structure is on the parcel to be annexed.

DISCUSSION:

LAFCo sent the County a letter announcing the proposed annexation of the lands at 70 Camino pro los Arboles to the Town of Atherton. A negotiated agreement has been reached with the Town of Atherton on the transfer of tax dollars. The agreement is a compromise whereby the County receives less than the 23% tax share in other parts of the Town and the Town receives less than the citywide average of a 10.5% tax share. The County share will be 20% and the Town share, as noted below will be 6.4%.

The property tax increment transfer for tax rate area (062-007) associated with this annexation is:

From	To	Tax Increment
County of San Mateo	Town of Atherton	6.40443821

This resolution has been reviewed and approved by County Counsel.

This action contributes to the Shared Vision 2025 of a Collaborative Community by formalizing a land transfer between the County and a city or town.

FISCAL IMPACT:

The total amount of taxes available for exchange (before the ERAF shift) is \$791. The Town of Atherton will receive about \$192. Since the property is being consolidated with a parcel that is already developed, the amount both jurisdictions receive is not expected to change significantly.



ITEM 16

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: THERESA N. DELLASANTA, Interim City Manager

DATE: FOR THE MEETING OF FEBRUARY 15, 2012

**SUBJECT: APPROVAL OF ADDING A LINK FOR FEEDBACK TO THE
ATHERTON LIBRARY BUILDING STEERING COMMITTEE
AND RECEIVE STATUS REPORT ON PUBLIC OUTREACH
EFFORTS**

RECOMMENDATION

1. Approve adding a feedback link to the Atherton Library Building Steering Committee website
2. Receive status report on public outreach efforts

DISCUSSION

Link:

The ALBSC is a Town approved committee which has a link on the Town's website for posting of all information regarding the library project.

The ALBSC approached staff and requested adding an email ID on the Town's website in order to allow for feedback from stakeholders.

In light of recent concerns regarding the Town's website, staff recommends that these types of requests be dealt with on the consent agenda at Council level until the Town has an approved policy.

Staff recommends setting up a link named ALBSCFeedback@ci.atherton.ca.us. Although the feedback would go directly to a member of the ALBSC staff will put a control mechanism into place whereby the email account will be set up in the City Clerk inbox so that Atherton will have copies of all incoming and outgoing emails.

Public Outreach efforts:

The ALBSC is planning a series of community meetings to engage the community in the planning and design of the new library. The focus of the meetings will be to discuss:

- basic library service spaces
- the types of optional and flexible spaces (i.e. program room, meeting room)
- environmental features
- potential connectivity to outdoor spaces
- architectural styles and design elements

The information gathered in the meetings will help direct the Phase II design phase and selection of the architect.

The meetings have been planned to accommodate various community members' schedules, including school schedules and are as follow:

Saturday, February 25, 2012 from 10 am to 12 pm in the Council Chambers

Tuesday, March 6, 2012 from 4 pm to 6 pm in the Atherton Library

Tuesday, March 6, 2012 from 7 pm to 9 pm in the Atherton Library

Thursday, March 22, 2012 from 7pm to 9pm in the Holbrook-Palmer Park Pavilion

The ALBSC will announce these meetings by mailing a flyer, sending out a letter and information to update the community on the status of the project and will undertake additional outreach by walking the neighborhoods door to door.

The cost associated with this program is approximately \$5,000 which includes the cost of mailings, meeting facilitation and graphics. Volunteer efforts will be used to provide meeting materials, refreshments and coordination.



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
THERESA DELLASANTA, INTERIM CITY MANAGER**

FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF FEBRUARY 15, 2012

**SUBJECT: TOWN OF ATHERTON COMMENTS TO FACEBOOK DRAFT
ENVIRONMENTAL IMPACT REPORT (DEIR)**

RECOMMENDATION

For information only.

BACKGROUND

Facebook Incorporated (Facebook) is processing a development application with the City of Menlo Park to accommodate the company's long term growth potential. Facebook is moving its operations from its existing facilities in the City of Palo Alto to the City of Menlo Park. Facebook proposes to move its operations to two sites located north of US 101 near the intersection of Bayfront Expressway and Willow Road. The project site consists of a 56.9-acre East Campus, which was formerly occupied by Oracle (formerly Sun Microsystems), and a 22-acre West Campus, which was formerly owned by General Motors and by TE Connectivity (formerly Tyco Electronics).

The 56.9-acre East Campus is currently developed with nine buildings comprising approximately 1,035,840 square feet. Facebook currently has approximately 2,000 employees at the site with plans to add another 4,600 employees for a total of 6,600 employees at the East Campus.

The second phase of the Facebook project includes developing the 22-acre West Campus. The existing buildings at the West Campus would be demolished and developed with office buildings and amenity structures totaling approximately 440,000 square feet. The West Campus is anticipated to house approximately 2,800 employees. Therefore, at build-out, the combined East and West Campus will accommodate approximately 9,400 employees.

As part of their current application, Facebook is seeking land use entitlements for full development of the East Campus as well as an environmental review for the entire project (East and West Campus) per the requirements of the California Environmental Quality Act (CEQA).

DISCUSSION

The Facebook DEIR was released for public review on December 8, 2011 and comments were due January 30, 2012, the closing date for comments. The primary area of interest for the Town of Atherton was the transportation impacts of the Facebook development. To assist the Town in the review of transportation impacts, the Town contracted with Hexagon Transportation Consultants (Hexagon), a firm which specializes in transportation planning and traffic engineering. Hexagon's scope of services included an analysis of trip generation and trip assignments to determine if the DEIR properly analyzed potential traffic impacts generated by the Facebook development and whether mitigation measures were properly identified.

Hexagon also reviewed other recent and relevant EIR's to assist in the assessment of whether the Facebook DEIR properly accounted for background development assumptions. Finally, since the intersection of Marsh and Middlefield Road is consistently identified as being significantly impacted by proposed developments, staff also asked Hexagon to identify feasible engineering solutions to improve the existing capacity of this intersection. The importance of identifying feasible engineering solutions and associated improvement costs to mitigate traffic impacts caused by new development is because this will allow the Town of Atherton to request monetary contributions and/or improvements from not only Facebook, but any new development which adversely impacts the capacity and congestion of this intersection. Town staff previously negotiated a monetary contribution for the improvement of the Marsh/Middlefield intersection from the Menlo Gateway Project. As can be seen from Table 1 and Figure 1 attached, there are numerous development proposals which will add significant traffic to the existing transportation network.

Based upon Hexagon's review and analysis, the Town of Atherton prepared our comments to the DEIR and submitted to the City of Menlo Park prior to the January 30th closing date. A copy of the Town's comment letter is included with this report as Attachment A.

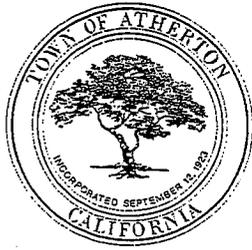
Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

Theresa DellaSanta
Interim City Manager

Attachments: Attachment A – Town of Atherton Comment Letter
Table 1 – Cumulative Project Trip Generation
Figure 1 – Cumulative Project Locations



**Town of Atherton
Public Works Department**

91 Ashfield Road
Atherton, California 94027
650-752-0560
Fax 650-688-6539

January 19, 2012

Ms. Rachel Grossman
Community Development Department
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Re: Comments on Facebook Campus Project DEIR

Dear Ms. Grossman:

The Town of Atherton has reviewed the Facebook DEIR completed by Atkins and dated December 2011. Our review focused on the traffic impact of the project, and in particular the impact the project would have on Town of Atherton transportation facilities. Our review identified the following issues that are relevant to the Town of Atherton:

- Trip cap
- Traffic assignment
- Background development assumptions
- Middlefield & Marsh intersection

The following paragraphs describe these issues of concern.

Trip Cap. The DEIR states that the Facebook east site has a trip cap of 2,600 vehicles during the morning and evening 2-hour commute periods. The DEIR also recommends that the west site be subject to a similar trip cap. According to our calculations, the trip cap represents about a 25% reduction in the number of trips that would "normally" be generated based on Institute of Transportation Engineers trip generation rates for the Corporate Headquarters Office land use category (Land Use Code 714). The DEIR uses the trip cap as a background assumption for the east site. Therefore, there is no analysis of traffic conditions without the trip cap being met. Atherton believes the DEIR should

include a description of how the trip cap would be met. The description should include programs that Facebook would implement, measures that Menlo Park would implement to monitor and enforce the cap, and a description of what happens if monitoring shows the cap is being exceeded.

Traffic Assignment. The Facebook traffic has been assigned to the road network by hand based on the Menlo Park CSA document. This methodology does not account for the traffic displacement that would occur when such a large number of additional trips are added onto the road network. For example, the project is shown to add 283 trips to US101 to/from the north and 699 trips to/from the south during the AM and PM peak hours. US101 does not have any capacity for new trips. Therefore, these new trips would displace existing trips off US101 to other routes. Affected routes could include Middlefield Road, El Camino Real, and Alameda de las Pulgas, all of which are in Atherton. There also could be increased travel demand on the streets connecting to the US101 parallel routes, such as Valparaiso Avenue and Glenwood Avenue in Atherton. The only way to effectively account for trip displacement is to analyze the project impact with a travel demand forecasting model, and not by hand. Atherton requests that the traffic analysis be redone using the City/County Association of Governments (C/CAG) or other appropriate travel demand forecasting model.

Also, the trip assignment only goes as far into Atherton as the intersection of Middlefield Road and Marsh Road. At that point according to the trip assignment figures (Figure 3.5-20a for example) there are over 200 trips in the peak direction coming from or going toward Atherton. Atherton would like to know what might happen to these trips once they get past the intersection. Are they going toward El Camino Real? Are they going toward I-280? In either case they could create an impact to other Atherton streets, such as Fair Oaks Lane, Atherton Avenue, or Stockbridge Avenue.

Background Development. The DEIR does not account for the potential development in the North Fair Oaks neighborhood in San Mateo County. The County completed a DEIR for potential development in the North Fair Oaks neighborhood (*North Fair Oaks Community Plan Update*) in August 2011. Potential new development in the neighborhood was shown to generate about 2,000 AM peak hour trips and 2,800 PM peak hour trips. Many of these trips were shown to use Marsh Road and Middlefield Road. Atherton believes that the cumulative analysis may show worse conditions on Marsh Road and Middlefield Road with the addition of both the Facebook and the North Fair Oaks Plan traffic.

Middlefield & Marsh Intersection. The Facebook project is shown to have a significant impact at the intersection of Middlefield Road and Marsh Road in the cumulative scenario. The Gateway project in Menlo Park and the North Fair Oaks plan also were shown to have a significant impact at that intersection. All of the EIRs show the need for additional capacity for the southbound to eastbound left turn from Middlefield Road to Marsh Road.

As mitigation for the impact, the Facebook DEIR identifies the need for a second southbound to eastbound left turn lane from Middlefield Road to Marsh Road. As acknowledged in the DEIR, this improvement would require widening Marsh Road eastbound from one lane to two lanes to receive the two turn lanes. (Note that the mitigation measure listed on page 3.5-113 for Middlefield/Marsh is incorrect. The correct mitigation is shown in Table 3.5-31.)

None of the EIRs, including Facebook, describe the existing problem that occurs in the opposite direction. There is a heavy demand for westbound to northbound right turns from Marsh Road to Middlefield Road. The left turn queue at the signal blocks the right turn lane, so vehicles have been observed cutting through the adjacent residential neighborhood on Fair Oaks Avenue, Holbrook Lane, and Palmer Lane. The mitigation for impacts to Middlefield/Marsh should include lengthening the left turn pocket so that the right turns do not get blocked.

Atherton has taken a close look at potential improvements to the Marsh Road and Middlefield Road intersection. Marsh Road can be widened to four lanes within the right-of-way. However, widening to four lanes for the entire length would involve the loss of several trees. The Town wishes to see widening only near the Marsh/Middlefield intersection to reduce the tree loss. Widening of Marsh Road also needs to accommodate pedestrians and bicycles within the cross section.

There is not sufficient room to widen Middlefield Road without acquiring right-of-way or making the lanes and shoulders too narrow for bicycles and pedestrians. Therefore, a second left turn lane cannot be added. To increase the left turn capacity, the southbound through lane could be converted to a left/through lane. This would require split-phase signal operation on Middlefield Road. Atherton has determined that the shared lane with split-phase operation would be enough to mitigate the Facebook impact, although the operation would not be as good as with two separate left turn lanes.

Sincerely,



Michael Kashiwagi, Director of Public Works



Neal Martin, City Planner

Table 1: Cumulative Project Trip Generation

Land Use (ITE Land Use Code)	Size	Unit	ADT	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Trip Rates¹									
Residential Condominium/Townhouse (230)		DU	5.81	0.07	0.37	0.44	0.35	0.17	0.52
Hotel (310)		Room	8.17	0.34	0.22	0.56	0.31	0.28	0.59
Health/Fitness Club (492)		TSF	32.93	0.62	0.76	1.38	2.01	1.52	3.53
Skilled Nursing Facility/Nursing Home (620)		Bed	2.37	0.12	0.05	0.17	0.07	0.15	0.22
General Office (710)		TSF	11.01	1.36	0.19	1.55	0.25	1.24	1.49
Medical/Dental Office (720)		TSF	36.13	1.82	0.48	2.30	0.93	2.53	3.46
Shopping Center (820)		TSF	42.94	0.61	0.39	1.00	1.83	1.90	3.73
High Turnover (Sit-Down) Restaurant (932)		TSF	127.15	5.99	5.53	11.52	6.58	4.57	11.15
Trip Generation									
Menlo Park Pending Projects									
1 389 El Camino Real (230)	26	DU	151	2	9	11	9	4	14
2 Derry Mixed-Use									
Condo (230)	108	DU	627	8	39	48	38	19	56
Retail (820)	24.925	TSF	1,070	15	10	25	46	47	93
3 Facebook Campus Project ²			5,394	1,001	75	1,076	89	718	807
Menlo Park Approved Projects									
4 1460 El Camino Real									
Condo (230)	16	DU	93	1	6	7	6	3	8
Retail (820)	26.8	TSF	1,151	16	10	27	49	51	100
5 Menlo Gateway ³			11,113	937	209	1,146	380	855	1,235
6 Burgess Gymnastics	0	TSF	0	0	0	0	0	0	0
7 1300 El Camino Real (820)	110.065	TSF	4,726	67	43	110	201	209	411
8 1706 El Camino Real ⁴			426	21	6	27	11	30	41
Menlo Park Planning and Zoning									
9 El Camino Real/Downtown Specific Plan ⁵			13,385	519	380	899	619	700	1,319
Redwood City									
10 The Preserve at Redwood Shores (230)	156	DU	906	12	57	69	54	27	81
11 Laurel Way Subdivision (230)	18	DU	105	1	7	8	6	3	9
12 Edgewood Road Subdivision (230)	5	DU	29	0	2	2	2	1	3
13 Finger Avenue (230)	9	DU	52	1	3	4	3	2	5
14 104 Cedar Street (230)	15	DU	87	1	5	7	5	3	8
15 333 Main Street (230)	132	DU	767	10	48	58	46	23	69
16 640 Veterans Boulevard (230)	264	DU	1,534	20	96	116	92	45	137
17 2580 El Camino Real (230)	141	DU	819	11	51	62	49	24	73
18 2808 El Camino Real (230)	44	DU	256	3	16	19	15	8	23
19 201 Marshall Street (230)	116	DU	674	9	42	51	40	20	60
20 Lathrop PARC (620)	114	Bed	270	13	6	19	8	17	25
21 Sequoia Hospital Addition ⁶	160	TSF	2,036	112	32	144	60	128	188
22 Kaiser Hospital ⁷			3,565	237	165	402	160	194	354
23 Stanford in Redwood City (710)	1,518	TSF	16,713	2,071	282	2,353	385	1,877	2,262
24 Mayers/California Pacific Tile Building (710)	7.8	TSF	86	11	1	12	2	10	12
25 Old Spaghetti Factory (932)	6.575	TSF	836	39	36	76	43	30	73
26 Saltworks ⁸			60,202	2,967	2,967	5,933	2,950	2,950	5,899
27 One Marina									
Residential Condominium/Townhouse (230)	231	DU	1,342	17	84	102	80	40	120
Hotel (310)	200	Room	1,634	68	44	112	63	55	118
Retail (820)	10	TSF	429	6	4	10	18	19	37
North Fair Oaks									
28 North Fair Oaks Community Plan Update ⁹			30,228	786	1,273	2,059	1,532	1,341	2,873
Net Trip Generation			160,708	8,982	6,011	14,994	7,061	9,451	16,513

¹ Trip Rates referenced from Institute of Transportation Engineers *Trip Generation*, 8th Edition, 2008.

² Menlo Park Facebook Campus Project Draft EIR, December 2011

³ Menlo Gateway Project Final EIR, March 2010

⁴ 1706 El Camino Real Medical Offices Transportation Impact Analysis, February 24, 2009

⁵ Menlo Park El Camino Real/Downtown Specific Plan Draft EIR, April 2011

⁶ Sequoia Hospital Campus/Precise Plan Draft Environmental Impact Report, March 2007

⁷ Kaiser Permanente Redwood City Medical Center Master Plan Draft Environmental Impact Report, March 2003

⁸ Preliminary Analysis of Transportation and Circulation for the Saltworks Proposal in Redwood City, California, January 22, 2010

⁹ North Fair Oaks Community Plan Update Draft EIR, August 5, 2011

FIGURE 1

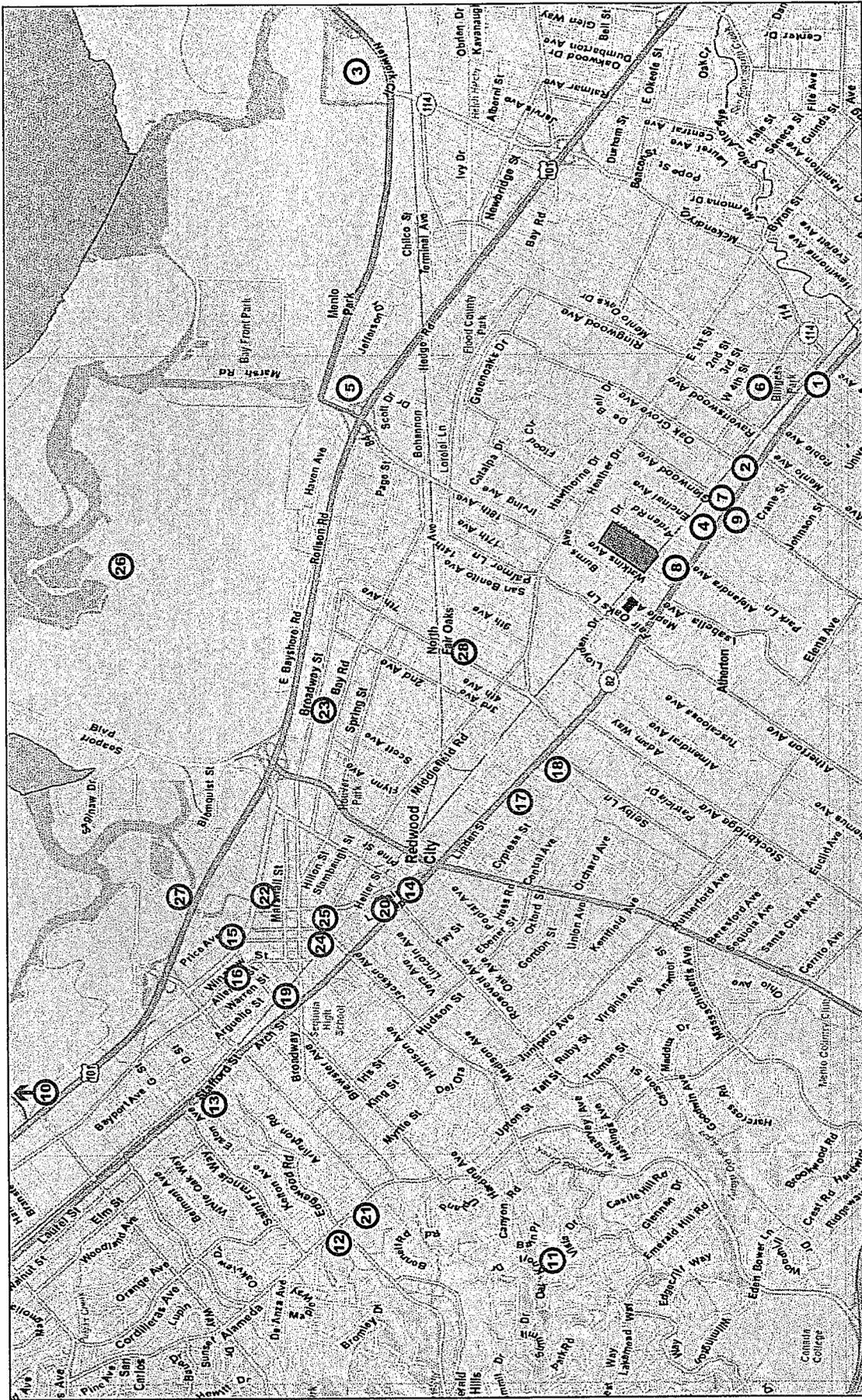
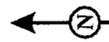


FIGURE X

- Legend**
-  Existing Library
 -  Holbrook-Palmer Park
 -  Cumulative Project

LSA



Atherton Library
Cumulative Project Locations

SOURCE: Bing Maps

FILE: I:\TOA\1101\G\Cumulative.cdr (1/17/12)



Town of Atherton

ITEM 18

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
THERESA DELLASANTA, INTERIM CITY MANAGER

FROM: EDWIN F. FLINT, CHIEF OF POLICE

DATE: FOR THE MEETING OF FEBRUARY 15, 2012

SUBJECT: REORGANIZATION OF COMMUNICATIONS CENTER

RECOMMENDATION:

Staff recommends that we reclassify the Communications Supervisor position to Dispatcher.

BACKGROUND:

The Town recently completed a job classification study with the assistance of Koff & Associates, INC. Concurrent with the Koff & Associates, INC. study of the police department, staff took a more comprehensive look at the department's staffing model and organizational structure and concluded that the communications center operation did not warrant the communications supervisor.

Under its current organizational structure, one of the communications center's fulltime dispatchers also serves as the communications supervisor. The communications supervisor works as a dispatcher and is assigned three 12-hour shifts weekly, supporting one of four patrol teams. This model does not allow for face-to-face interaction between the communications supervisor and his/her subordinates, except during shift change. The communications supervisor spends virtually all of his/her time dispatching with little or no direct oversight of subordinates making effective supervision and operational oversight very challenging. Subsequently, routine supervisory tasks, such as employee performance evaluations, have to be completed on overtime or by providing the communications supervisor with a relief dispatcher. Both alternatives adversely impact the department's budget.

Another concern with the current communications center staffing model is its relationship to the basic organizational principles of Span of Control and Unity of Command.

Span of Control is the recognition that there is a limit to the number of subordinates who can be properly supervised by one person. Both the communications center and the patrol operations staffing models do not come close to violating the principle of span of control. Therefore, eliminating the communications supervisor role as a supervisor, and reassigning routine supervisory tasks for the communication center to the patrol sergeant makes good organizational sense, both in terms of span of control as well as economy of scale.

Unity of Command refers to lines of authority and channels of communication. This basic principle holds that a subordinate should be under the direct control of only one immediate supervisor. Under the current staffing model, dispatchers are assigned to a patrol team and work directly for the patrol sergeant during their 12-hour shift. They also report directly to the communications supervisor who is assigned to a different patrol team and shift. This model is not only in conflict with the basic principle of unity of command; it is a source of unintended employee conflicts, frustration, and mixed messages from supervisors.

Staff believes that a more efficient and cost effective approach to supervision of the communication center would be to reclassify the communications supervisor position to dispatcher, and have the on-duty patrol supervisor, a police sergeant, provide operational supervision over both field operations and the communications center during the shift. Police administrative staff currently provides administrative and training support for communications center staff and could easily absorb additional administrative responsibilities performed by the communications supervisor. The patrol supervisor that regularly works with the dispatchers is in a much better position to provide supervisory feedback, evaluate performance, and document work deficiencies through annual performance evaluations.

FISCAL IMPACT:

The difference between the annual cost of a fully burdened (salary & benefits), D-Step dispatcher (\$114,673.00) and a fully burdened D-Step communication supervisor (\$144,406.00) is a savings of \$29,723.00. This does not take into account potential cost savings from a reduction in communications supervisor's overtime, and the expense of dispatcher backfill needed for the communications supervisor to complete routine supervisory tasks.

- Salary and benefit figures taken from FY 2012 police department budget.

Approved By:

Theresa DellaSanta, Interim City Manager



ITEM 19

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TOWN CENTER TASK FORCE
ELIZABETH LEWIS, CHAIR

DATE: FOR THE MEETING OF FEBRUARY 15, 2012

SUBJECT: PROGRAMMING ANALYSIS AND PUBLIC OUTREACH PHASE
REPORT AND REQUEST FOR \$5,000 TO COVER COSTS

RECOMMENDATION:

It is recommended that the City Council take the actions listed below:

1. Approve Nichols Melburg and Rossetto AIA & Associates , Inc. (NM&R) to meet with Town of Atherton staff to re-assess current head-count and space needs to determine appropriate Programming for project. It is estimated that this process will take 1 - 2 days at most and the estimated cost is \$2,000 - \$2,500.
2. Authorize the City Attorney to review the contract that has been submitted to the Town by NM&R and advise Council.
3. Authorize the TCTF to begin the PUBLIC OUTREACH PHASE in coordination with NM&R and use the balance of funds for marketing purposes.

DISCUSSION

The goals of the PUBLIC OUTREACH PHASE are to raise public awareness of need for new town administration buildings; present a sample vision of what the new town center might look like and most importantly gauge the level of support from community in terms of private funding.

The proposed methods for the PUBLIC OUTREACH PHASE will be guided by NM&R and executed by members of the TCTF and any other resident volunteer, but all with a coordinated, clear message and presentation.

AGREEMENT FOR ARCHITECTURAL SERVICES

PROJECT NAME: Atherton Town Center **PROJECT #** 12-6365.00 **DATE** 1/30/12

AGREEMENT is hereby made between Nichols, Melburg & Rossetto, Architects, 300 Knollcrest Drive, Redding, CA 96002, hereinafter referred to as ARCHITECT and the following firm or individual, hereinafter referred to as CLIENT. This Agreement is subject to the provisions listed on page 2 and any attachments.

CLIENT INFORMATION: Town of Atherton, Attn: Theresa DellaSanta
91 Ashfield Road, Atherton, CA 94027

SERVICES PROVIDED: The ARCHITECT will provide only the following services marked:

<input type="checkbox"/> Schematic design	<input type="checkbox"/> Mechanical and electrical engineering services
<input type="checkbox"/> Design development	<input type="checkbox"/> Structural engineering services
<input type="checkbox"/> Construction documents	<input type="checkbox"/> Survey/topographic mapping
<input type="checkbox"/> Bidding or negotiation phase	<input type="checkbox"/> Landscape design and plans
<input type="checkbox"/> Construction observation	<input type="checkbox"/> Soils investigations and other geotechnical services
<input type="checkbox"/> Energy calculations	<input checked="" type="checkbox"/> <u>Programming, Budget Analysis, Project Schedule – Exhibit A</u>

SERVICES EXCLUDED: The following services are specifically excluded from the scope of services and are available for an additional cost, which shall be negotiated separately.

<input checked="" type="checkbox"/> Structural engineering	<input checked="" type="checkbox"/> Mechanical and electrical engineering
<input checked="" type="checkbox"/> Survey/topographic mapping	<input checked="" type="checkbox"/> Landscape design and plans
<input checked="" type="checkbox"/> Soils investigations and other geotechnical services	
<input checked="" type="checkbox"/> Energy calculations	
<input type="checkbox"/>	

BASIS OF COMPENSATION:

<input checked="" type="checkbox"/> Time and Materials not to exceed <u>\$2,500</u> (per attached rate schedule)
<input type="checkbox"/> Fixed Fee: _____ plus
<input checked="" type="checkbox"/> Reimbursable expenses (per attached rate schedule)
<input checked="" type="checkbox"/> Billed monthly based on accumulated charges
<input type="checkbox"/> Billed at completion of services rendered
<input type="checkbox"/> Billed monthly according to total percentage complete
<input type="checkbox"/> Billed monthly according to percentage complete in each phase
_____ % Schematic Design
_____ % Design Development
_____ % Construction Documents
_____ % Bidding or Negotiation Phase
_____ % Construction Administration

For additional services provided outside of the scope of this Agreement, services shall be billed on an hourly basis in accordance with the attached schedule or by separate written Agreement.

The CLIENT agrees to pay ARCHITECT within thirty days after the date of billing. Payments due the ARCHITECT and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. ARCHITECT may, at his discretion, stop work until payment is received.

This Agreement may be terminated by either party upon fifteen days written notice. Should this occur, ARCHITECT shall be compensated for all services performed to termination date, together with reimbursable expenses due.

This agreement is executed on the date referenced in Redding, California.

Signed: _____ Accepted: _____ Date: _____
Les Melburg, Architect
License No.: C-13285

SERVICES DEFINED:

1. **SCHEMATIC DESIGN AND DESIGN DEVELOPMENT:** The ARCHITECT shall review with the CLIENT alternative approaches to design and construction of the Project. Based on the mutually accepted design program and project budget requirements, the ARCHITECT shall prepare, for approval by the CLIENT, Design Documents consisting of drawings and other documents appropriate for the Project.
2. **CONSTRUCTION DOCUMENTS:** Based on the approved Design Documents, the ARCHITECT shall prepare Construction Documents consisting of Drawings and Specifications setting forth, in detail, the requirements for the construction of the Project. The ARCHITECT shall assist the CLIENT in connection with the CLIENT's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
3. **BIDDING OR NEGOTIATION PHASE:** The ARCHITECT shall assist the CLIENT in obtaining bids or negotiated proposals in awarding contracts for construction.
4. **CONSTRUCTION PHASE:** The ARCHITECT shall be a representative of the CLIENT during the Construction Phase. Instructions to the Contractor shall be forwarded through the ARCHITECT. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, the ARCHITECT shall keep the CLIENT informed of the progress and quality of the Work, and shall endeavor to guard the CLIENT against defects and deficiencies in the Work of the Contractor. The ARCHITECT shall not have control of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents. The ARCHITECT shall review the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for general conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.

CONSTRUCTION COST: It is recognized that neither the ARCHITECT nor the CLIENT has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ARCHITECT cannot and does not represent that bids or negotiated prices will not vary from any opinions of cost or evaluation prepared by the ARCHITECT.

OWNERSHIP AND USE OF DOCUMENTS: Drawings and Specifications, as instruments of service, are and shall remain the property of the ARCHITECT whether the Project for which they are made is executed or not. The Drawings and Specifications shall not be used by the CLIENT on other projects, for additions to the Project, or for completion of this Project by others except by written agreement and with appropriate compensation to the ARCHITECT.

MISCELLANEOUS PROVISIONS: Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:

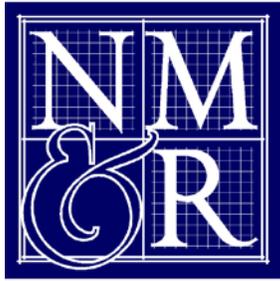
1. Constituting a guarantee, warranty or assurance, either express or implied, that the Architectural Services will yield or accomplish a perfect outcome for the Project; or
2. Obligating the Consulting Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architect under like circumstances; or
3. An assumption by the Consulting Architect of the liability of any other party.
4. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
5. In the event of any litigation or other dispute resolution arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses in such litigation.

6. If any one or more of the terms, provisions, or conditions of this Agreement are declared invalid, unenforceable, or void by a court of competent jurisdiction, none of the remaining terms, provisions, or conditions shall be affected and shall be valid and enforceable.”
7. This Agreement shall be governed by the laws of the State of California, except it will be conclusively presumed that both parties had an equal part in the drafting of this Agreement.

LIMITATION OF LIABILITY: The CLIENT agrees to limit the ARCHITECT's liability to the CLIENT and to all construction contractor and subcontractors on the Project, due to the ARCHITECT's negligent acts, errors, or omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed \$100,000, or the amount of the ARCHITECT's fee, whichever is greater. The CLIENT further agrees to require of the Contractor a similar limitation of liability of the ARCHITECT and of the CLIENT to the Contractor and Subcontractors due to the ARCHITECT's negligent acts, errors or omissions. It is understood and agreed that the ARCHITECT has no constructive use of CLIENT's site; has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in the general contractor. Notwithstanding the above, ARCHITECT has a duty to preserve and protect public health, safety, and welfare. Accordingly, it is ARCHITECT's professional responsibility to take what ARCHITECT believes are prudent measures should ARCHITECT encounter situations that ARCHITECT believes create a danger to public health, safety, or welfare. OWNER understands this situation and agrees to defend ARCHITECT and hold ARCHITECT harmless from claims arising from ARCHITECT's exercise of professional responsibility in this regard.

HOURLY RATE SCHEDULE:

(June 1, 2010)



NICHOLS
MELBURG
ROSSETTO
ARCHITECTS/ENGINEERS

Principal Architect/Structural Engineer	\$170.00/hour
Associate Principal Architect/Engineer	\$140.00/hour
Senior Associate Architect.....	\$130.00/hour
Structural Engineer	\$130.00/hour
Associate	\$110.00/hour
QA/QC Representative	\$110.00/hour
Senior Project Architect/Representative	\$105.00/hour
Project Architect/Representative/Engineer	\$100.00/hour
Architect	\$95.00/hour
Architect Intern	\$90.00/hour
Medical Planner	\$90.00/hour
Interior Design	\$90.00/hour
CAD Operator I.....	\$90.00/hour
CAD Operator II.....	\$80.00/hour
CAD Operator III.....	\$75.00/hour
Project Administrator	\$75.00/hour
Administrative Analyst	\$65.00/hour
Technical Assistant	\$60.00/hour
Clerical	\$50.00/hour

REIMBURSABLE EXPENSE RATES:

REPROGRAPHICS

In-House Prints (24"x36")	\$2.50/each
In-House Prints (24"x36") for Qty.> 100/per order	\$2.00/each
In-House Prints (30"x42")	\$3.50/each
In-House Prints (30"x42") for Qty.>100/per order	\$3.00/each
Prints (24"x36"/30"x42") printed by outside source (Available on Construction Sets ONLY)	Actual Expense + 10%
Copies (8-1/2x11)	\$.10/each
Copies (8-1/2x14)	\$.15/each
Copies (11x17)	\$.20/each
Color Copies (8-1/2x11).....	\$.50/each
Color Copies (11x17).....	\$.75/each

TRAVEL EXPENSES

Mileage..... Current IRS allowed amount

COMPUTER EXPENSES

Comp. Plots (24"x36" Bond- black and white)	\$4.00 per plot
1/2 size Plots	\$2.00 per plot
(30"x42" Bond- black and white).....	\$5.00 per plot
1/2 size Plots	\$2.50 per plot
(11"x17"/8-1/2"x11" Bond- color).....	\$5.00 per plot
(24"x36" Bond- color)	\$20.00 per plot
(30"x42" Bond- color)	\$25.00 per plot
Electronic transfer of drawing files	\$50.00 per dwg
for other than NMR and sub-consultant use	

AGENCY FEES

Approval and Plan Check Fees

Actual Expense + 10%

CONSULTANTS

Consultant Billings (for additional services)

Actual Expense + 10%

Consultant Reimbursable Expenses

Actual Expense + 10%

OTHER PROJECT RELATED ITEMS (including travel)

Actual Expense + 10%

EXHIBIT A

- I. Architectural Programming/Space Needs Analysis
 - Interview all relevant City Departments to determine current and future staffing and space needs
 - Document programming in standardized, detailed analysis forms
 - Determine and document additional community amenity spaces; tabulate required versus desired project elements (e.g. Community Room)
- II. Develop Project Cost Estimate, including soft and hard costs
- III. Develop Preliminary Project Schedule, identifying appropriate benchmarks and project 'Off Ramps'
- IV. If applicable, modify existing site concept drawings to reflect results of updated Architectural Space Needs Analysis



Item No. 20

DATE: FOR THE CITY COUNCIL MEETING OF FEBRUARY 15, 2012

**TO: HONORABLE MAYOR AND CITY COUNCIL
THERESA DELLASANTA, INTERIM CITY MANAGER**

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

**SUBJECT: AUTHORIZATION FOR INCLUSION AND EVALUATION OF ALBSC
PROPOSED PLAN FOR RELOCATION OF MAIN HOUSE USES IN THE EIR**

RECOMMENDATION:

It is recommended that the City Council adopt a motion authorizing the EIR Consultant to include and evaluate the ALBSC proposed plan for relocation of Main House uses in the Library Building EIR. That evaluation may then be used by the Parks and Recreation Commission and others in formulating its recommendation concerning the location of the library in the Park to the City Council.

BACKGROUND:

At the October 19, 2011 City Council meeting the Council approved a motion designating Holbrook Palmer Park as the preferred site for the new library to replace the Main House pending meeting CEQA requirements. CEQA requires that the project description section describe all aspects of the project. Replacement of the Main House will require the relocation of several uses that currently are located in the Main House. Consequently, a plan for relocation of those existing uses needs to be included in the EIR. The ALBSC has prepared a proposed plan for relocation of those existing uses and is requesting Council authorize LSA Associates to include that plan in the Project Description section of the Draft EIR. LSA Associates would also include an environmental evaluation of that plan in the EIR.

Subsequent to completion of the EIR, a permitting and entitlement process will begin. This will consist of a series of public hearings recommendations by the Parks and Recreation Commission, General Plan Committee and Planning Commission to the City Council on whether to approve the project as proposed or whether to select an alternative location and/or configuration. At that time the various commissions and committees will use the EIR, including the description and evaluation of the Main House uses relocation plan, as a basis for forming their recommendations to the City Council. The relocation plan can be accepted, rejected or modified during the permitting and entitlement process.

ANALYSIS:

Currently the uses listed below occur at the Main House:

1. Park Supervisor office housed in a 210 sq. ft. space used to accommodate desks, computers, telephone and files (used daily).
2. Park Event Manager office housed in a 180 sq. ft. space used to accommodate a desk, computer, telephone and files (no longer needed).
3. The office for the Holbrook-Palmer Park Foundation/Atherton Dames and Atherton Civic Interest League secretary is housed in a 180 sq. ft. space that accommodates a desk, computer, files and a storage cabinet (used 2 days per week minimum).
4. Arts Committee Office housed in an 80 sq. ft. office to accommodate a desk and telephone (used 1 day per month).
5. Arts Committee Project Space of approximately 500 sq. ft. located in the Main House basement houses art project tables, storage and a sink with hot and cold water (used 1 day per month).
6. Atherton Dames storage office of approximately 150 sq. ft. houses materials used for various Dames sponsored fund raising events in the park (used full time for storage).
7. Main Houses meeting space:
 - a. Park and Recreation Commission meeting (used once per month)
 - b. Park Foundation meeting (used once per month)
 - c. Local Contractors' Roundtable (used once per month)
 - d. Other civic events as scheduled
8. Main House restrooms (open to the public Monday-Friday during daylight hours)

The ALBSC has provided its recommendation for accommodation of the Main House existing uses in the attached paper. Most of the existing uses are proposed to be accommodated in the new library. One notable exception is the Park Supervisor's office. The ALBSC recommends that this function be relocated to the Public Works Corporation Building or the Carriage House. Public Works staff supports this recommendation but notes the following:

- Neither the Park Corporation Building nor the Carriage House currently has an office which could accommodate this position.
- Public Works Staff recommends that the park supervisor office remain at the park.
- That current and future uses of both buildings need to be reviewed to determine the best location for the park supervisor office.
- That the staff recommendation for the relocation and associated costs will be brought back to the Council for approval.

With the above comments Staff is generally supportive of authorizing the inclusion and evaluation of the ALBSC proposal in the EIR. The plan is summarized below:

Use	New Location
Park Supervisor Office	Park Corp. Yard Building or Carriage House
Park Event Manager	Not needed
Park Foundation/Dames/ACIL Secretary	New Library
Arts Committee Office and Project Space	New Library
Atherton Dames Storage	Carriage House second floor
Parks & Recreation Commission & other meetings	New Library, Carriage House or Pavilion
Public restroom facilities	New Library

Prepared by:

Approved by:

Michael Kashiwagi, P.E.
Interim Public Works Director

Theresa DellaSanta, Interim City Manager

Neal J. Martin,
Town Planner

Attachments:

1. ALBSC Plan for Accommodation of Holbrook-Palmer Park Main House Existing Uses.

Accommodation of Holbrook-Palmer Park Main House Existing Uses

The plan to replace the existing Main House in Holbrook-Palmer Park with a new library, includes identification of options on how to accommodate existing uses. The Main House currently supports the following Town and Community organizations' functions:

1. Park Supervisor office housed in a 210 sq. ft. space used to accommodate desks, computers, telephone and files.
2. Park Event Manager office housed in a 180 sq. ft. space used to accommodate a desk, computer, telephone and files.
3. The office for the Holbrook-Palmer Park Foundation/Atherton Dames and Atherton Civic Interest League secretary is housed in a 180 sq. ft. space that accommodates a desk, computer, files and a storage cabinet.
4. Arts Committee Office housed in an 80 sq. ft. office to accommodate a desk and telephone.
5. Arts Committee Project Space of approximately 500 sq. ft. located in the Main House basement houses art project tables, storage and a sink with hot and cold water.
6. Atherton Dames storage office of approximately 150 sq. ft. houses materials used for various Dames sponsored fund raising events in the park.

The following options were identified by the ALBSC, at the request of the Town. These options subject to City Council approval, provide an effective and efficient means of accommodating space needs for existing uses in the Main House:

1. The town no longer employs a full time Park Supervisor. Park maintenance is now preformed by contracted services and the contract service supervisor is at the site on a part-time basis. Should the town determine that an office space for a Park Supervisor is justified, or if there is a decision to engage a full time person for this function at some point in the future, the Park Supervisor's office could be accommodated either in the existing Public Works Corporation Yard located in the park, or in the Carriage House. Both options require some renovation to the spaces.
2. The town no longer employs a Park Event Manager and there are no plans to continue this function. Accordingly, this function no longer needs to be accommodated.
3. The office for the Holbrook-Palmer Park Foundation / Atherton Dames and Atherton Civic Interest League secretary could be accommodated in a shared work space dedicated to supporting community organizations, in the new library. The duties for the aforementioned community organizations are performed by a part time person.
4. The office for the Arts Committee could be accommodated in a shared work space, dedicated to supporting community organizations, in the new library. The Arts Committee office is used very infrequently.
5. The Arts Committee Project Space of approximately 500 sq. ft. could be accommodated in a community program space in the new library. The Arts Committee storage needs of approximately 30 sq. ft. could be accommodated either in the new library, or the storage area spaces in the Pavilion.

6. The Atherton Dames storage office could be accommodated by consolidating the Dames storage that is already being used on the second floor of the Carriage House. This organization should be encouraged to remove items no longer needed.

The Holbrook-Palmer Park Foundation, Atherton Dames and the Atherton Park and Recreation Commission currently hold monthly meetings in the existing house. The meeting space for these organizations could be accommodated in a community meeting space in the new library, or in the Carriage House and/or Pavilion.

The existing restroom facilities in the Main House would be replaced by public restrooms in the new library.

Colleagues Memo
City Council
Town of Atherton

For the Meeting February 15, 2012

Regarding: Event Bookings at Holbrook Palmer Park
Through Calendar Year 2012

At the December 2011 Atherton Town Council meeting, Council, voted to eliminate all rental events at Holbrook Palmer Park. While the discussion was predominately focused around large corporate events and weddings, the decision was to eliminate all rentals at the park. Justification for elimination of bookings was due to the impact large events had on the Town's ability to enjoy the Park, and the historical minimal revenue rentals had generated.

In late December 2011 a resident requested the use of Jennings Pavilion at the park for a small, 80-person memorial service for a loved one. This resident request highlighted the unintended consequence of the December 2011 Council decision to eliminate all rentals at the park.

It is our recommendation that Council establish a policy of event bookings for the remainder of calendar year 2012 at Holbrook Palmer Park, for residents and other members of the public, and for staff to propose how to manage booking coordination and revenue/expenses.

The maximum number of occupants -- taking into consideration tables and chairs that Jennings Pavilion can hold is 157. We recommend that we limit the rental of Jennings Pavilion to 150 guests at any one event.

Care and diligence should be taken to insure that the bookings do not over-tax the facilities of the park with unreasonably large numbers of guests at any one event while also maximizing the revenue potential.

Respectfully submitted,


Elizabeth Lewis, Vice-Mayor
Council Member


Bill Widmer, Mayor
Council Member

Colleagues Memo

City Council
Town of Atherton

For the Meeting February 15, 2012

Regarding: Handbook for Committee and Commissioner Members

It is our recommendation that Council establish the policy and direct staff to create a digital "Handbook" to be given to all existing and new Committee Members and Commissioners containing the following information. If a Committee Member or Commissioner requests a hard copy, the Town will provide, otherwise we would prefer to save paper and provide this information electronically or by CD.

1. Ordinance describing the scope and charter of committee or commission to which the resident is a member of.
2. Copy of the Town's Code of Conduct
3. Copy of the Town's Rules of Procedures
4. Copy of the Town's Finance Policy / Purchasing Policy
5. Copy of the Town's Municipal Code
6. Copy of the League of Cities Rosenberg's Rules of Order.

It is incumbent upon the Town to equip its citizen volunteers with adequate information and tools with which to perform their committee and commission obligations.

Respectfully submitted,


Elizabeth Lewis, Vice-Mayor
Council Member


Bill Widmer, Mayor
Council Member