



AGENDA
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
October 17, 2012
7:00 p.m.
Council Chambers
94 Ashfield Road
Atherton, California
REGULAR MEETING

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL** Lewis, Dobbie, Widmer, McKeithen, Carlson

3. **ADOPT RESOLUTION APPROVING AN AGREEMENT WITH GEORGE RODERICKS AND APPOINTING MR. RODERICKS FOR THE POSITION OF CITY MANAGER**

Report: City Attorney Bill Conners/Mayor Bill Widmer

Recommendation: Adopt Resolution approving agreement with George Rodericks and appointing Mr. Rodericks for the position of City Manager

OATH OF OFFICE: City Manager – Administered by Mayor Widmer

5. **PRESENTATIONS**

PROCLAMATION – **Shirley Carlson** – Volunteerism
 Willie Mays – San Mateo County History Maker 2012
 – Presented by Mayor Widmer

6. **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. **REPORT OUT OF CLOSED SESSION**

8. **CITY MANAGER'S REPORT**

9. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** -

CONSENT CALENDAR (Items 10-18)

(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.)

10. APPROVAL OF SEPTEMBER 19 REGULAR MEETING MINUTES

Recommendation: Approve meeting minutes

11. APPROVAL OF BILLS AND CLAIMS FOR AUGUST, 2012 IN THE AMOUNT OF \$1,225,161

Recommendation: Approve Bills and Claims in the amount of \$1,225,161

12. ACCEPT THE RECOMMENDATION OF THE FINANCE COMMITTEE TO APPROVE THE STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2012-13

Report: Finance Director Robert Barron

Recommendation: Review and recommend approval of the Statement of Investment Policy for FY 2012-13. The Finance Committee agreed with the Investment policy with recommendation of maintaining minimum investment requirement on investing in AAA for Medium Term Notes and the City to have discretion to make a decision to sell or hold securities that may have been downgraded below the minimum ratings level described herein policy

13. APPROVE THE RECOMMENDATION OF THE FINANCE COMMITTEE TO ACCEPT THE ACTUARIAL VALUATION OF OTHER POST EMPLOYMENT (HEALTH-CARE) BENEFITS (OPEB) AS REQUIRED BY GASB 45 AND AUTHORIZE STAFF TO TRANSFER THE NET OPEB OBLIGATION OF \$1,299,316 FROM THE EMPLOYEE BENEFITS FUND TO THE PARS OPEB TRUST

Report: Finance Director Robert Barron

Recommendation: Approve the recommendation of the Finance Committee to accept the actuarial valuation of Other Post Employment (health-care) Benefits (OPEB) as required by GASB 45 and approve the resolution authorizing staff to transfer the Net OPEB Obligation of \$1,299,316 from the Employee Benefits Fund (Fund 616) to the City's PARS OPEB Trust Account

14. APPROVAL TO ISSUE REQUEST FOR PROPOSAL FOR PREPARATION OF THE TOWN OF ATHERTON BICYCLE PEDESTRIAN MASTER PLAN

Report: Public Works Director Mike Kashiwagi

Recommendation: Approve the issuance of a Request For Proposal (RFP) for the preparation of a Bicycle Pedestrian Master Plan for the Town of Atherton

15. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$2500.00 FOR A TOTAL PROJECT COST OF \$31,500.00 FOR THE PARK PAINTING PROJECT NUMBER 56054

Report: Public Works Director Mike Kashiwagi

Recommendation: Authorize recording of a notice of completion and approving contract change orders in the amount of \$2500.00 for a total project cost of \$31,500.00 for the Park Painting Project Number 56054

16. **COMPLETE STREETS RESOLUTION**
Report: Public Works Director Mike Kashiwagi
Recommendation: Adopt resolution expressing support of complete streets
17. **AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON CREATING A NEW ARTICLE III OF CHAPTER 2.56 ESTABLISHING A PROCEDURE FOR APPEALS FROM DISCIPLINARY ACTION**
Report: City Attorney Bill Conners
Recommendation: Make a finding that the facts outlined in Section 1 exist and constitute an urgency exists relating to preservation of the public peace, health, or safety such that the ordinance needs to be adopted as an urgency matter, and Adopt the ordinance.
18. **ADOPTION OF RESOLUTION ACCEPTING EXPEDITURES FOR BALANCE OF FISCAL YEAR 2012/13 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF), CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) GRANT**
Report: Police Chief Ed Flint
Recommendation: Adopt a resolution accepting the recommended expenditures of the remaining balance of FY 2012-13 Supplemental Law Enforcement Services Fund (SLESF), Citizen's Option for Public Safety (COPS) Grant in the amount of \$100,000.00 in accordance with state requirements. The funds must be expended by June 30, 2013

PUBLIC HEARINGS - (Item 19)

19. **ANNEXATION OF LANDS OF SONMEZ, 70 CAMINO POR LOS ARBOLES (APN 070-302-300) – PUBLIC HEARING FOR OBJECTIONS AND RESOLUTION ORDERING ANNEXATION**
Report: Planning Director Lisa Costa Sanders
Recommendation: Adopt ordering the annexation of the Lands of Sonmez to the Atherton Channel Drainage District and request the Board of Supervisors detachment from the University Height Drainage Maintenance District

REGULAR AGENDA – (Items 20-22)

20. **POTENTIAL ADJUSTMENT TO REGULAR CITY COUNCIL MEETING SCHEDULE**
Report: Interim City Manager Theresa DellaSanta
Recommendation: To Be Determined
21. **TOWN RESPONSE TO CIVIL GRAND JURY REPORT WHETHER SAN MATEO COUNTY NEEDS 13 SEPARATE POLICE DISPATCH CENTERS**
Report: Police Chief Ed Flint
Recommendation: Accept the attached final proposed draft as the Town's response to the Civil Grand Jury regarding whether San Mateo County Needs 13 Separate Police Dispatch Centers

22. **COUNCIL RESPONSE TO ATHERTON POLICE OFFICERS ASSOCIATION (APOA) TOWN-WIDE MAILING**
Report: Mayor Widmer, Council Member Dobbie
Recommendation: To Be Determined
23. **COUNCIL REPORTS/COMMENTS**
24. **FUTURE AGENDA ITEMS**
25. **PUBLIC COMMENTS**
26. **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)



Item No. 3

Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: THERESA DELLASANTA, INTERIM CITY MANAGER

DATE: FOR THE MEETING OF OCTOBER 17, 2012

SUBJECT: ADOPT RESOLUTION APPROVING AN AGREEMENT WITH GEORGE RODERICKS AND APPOINTING MR. RODERICKS FOR THE POSITION OF CITY MANAGER

RECOMMENDATION:

Adopt Resolution approving agreement with George Rodericks and appointing Mr. Rodericks for the position of City Manager.

DISCUSSION

George Rodericks was selected by Council after a rigorous recruitment that received over 100 applications. Mr. Rodericks, an experienced City Manager has 20-plus years experience working in municipal government, including over 11 years' experience as a City Manager.

The City Manager recruitment ad-hoc committee consisting of Mayor Widmer and Council Member McKeithen recommends adopting the resolution approving the agreement and appointing Mr. Rodericks as Atherton City Manager.

EMPLOYMENT AGREEMENT—CITY MANAGER

TOWN OF ATHERTON

This Agreement (“Agreement”) is entered into on or about _____, 2012, by and between the TOWN OF ATHERTON, a municipal corporation (“Town”) and GEORGE RODERICKS (“Manager”).

1. EMPLOYMENT.

City, by its City Council, hereby employs Manager to serve as Atherton City Manager and Manager hereby accepts such employment.

Such employment shall be as an at-will employee and Manager serves at the pleasure of the City Council in accordance with Government Code section 36506.

2. TERM/TERMINATION/SEVERANCE.

A. The term of this Agreement shall begin on _____, 2012, and shall remain in effect indefinitely from year-to-year thereafter unless either party gives written notice of intention to terminate.

B. Either party may terminate this Agreement at any time by providing at least sixty (60) days written notice to the other party.

C. In the event Manager is terminated other than for cause by Town during such time as Manager is willing and able to perform the duties of City Manager under this Agreement, then in that event Town agrees to pay Manager a lump sum severance payment equal to six months’ base salary then in effect, unless Manager has been employed for a period of more than one year in which case the six months shall be increased by an additional month for each full year of employment beyond one up to a maximum of nine months’ base salary. Such severance payment shall be made only upon Manager executing a full and final release of any and all claims, actual or potential, which Manager has or could have against Town.

As used herein, the term “cause” shall mean one or more of the following:

- (a) Conviction of or plea of no contest to a felony;
- (b) Use or abuse of non-prescription drugs or alcohol that materially affects the performance of Manager’s duties;
- (c) Repeated and protracted unexcused absences from the Manager’s office and duties;
- (d) Conviction of any criminal offense involving moral turpitude, including entering a plea of no contest or guilty to any such offense or any lesser included offense;
- (e) Demonstrated insubordinate behavior;
- (f) Any intentional or grossly negligent action or inaction that materially and substantially impedes or disrupts the operations of the Town or its departments, is detrimental to employee or public safety, or violates properly established rules or procedures of the Town

causing, or likely having a potential to cause, a material and substantial adverse effect on Town's interests; or

(g) Demonstrated acts of material dishonesty, willful breach of duties, engaging in unlawful discrimination or harassment of employees or others on Town premises.

3. DUTIES.

Town employs Manager to provide any and all work necessary to act as City Manager as set forth in Atherton Municipal Code chapter 2.12 as that chapter may be amended from time to time. Manager shall be the chief executive officer of the Town and be responsible to the City Council for the proper administration of all affairs of the Town. Manager shall endeavor to meet with all management employees and staff, and attend a meeting of each board, commission, or committee, within a reasonable time after hire, and shall meet as appropriate with the City Council to outline goals and objectives.

4. COMPENSATION.

Town shall pay a base salary of One Hundred-sixty Thousand dollars (\$160,000.00) per year, payable in prorated monthly installments, payable at the same intervals and in the same manner as regular employees. Manager shall also receive a temporary monthly living and travel allowance of Two Thousand Five Hundred dollars (\$2,500.00) from the date of hire until June 30, 2013 or until Manager permanently relocates to the Atherton area, whichever comes first. This allowance shall not be reportable as compensation to CalPERS. Manager shall also receive a cellular telephone allowance of up to One Hundred Dollars (\$100.00) per month based on actual cost.

5. EVALUATION.

Manager shall receive an initial six-month performance evaluation from the City Council, and an annual evaluation thereafter. Copies of such performance evaluations shall be placed in Manager's personnel file. The format and method for such evaluations shall be as agreed to by the parties, but should at a minimum discuss goals and expectations of each and review performance of the Manager since the last evaluation.

6. VACATION AND LEAVE.

Town agrees that Manager shall accrue the following leaves comparable to vacation and leaves granted other management employees:

A. Manager shall receive an initial bank of forty (40) hours of vacation which shall accrue at the rate of 80 hours per year for the first two years of service, 120 hours per year for years of service three to eight, and 160 hours per year for service in excess of seven years.

B. Sick leave shall accrue in accordance with the amount of sick leave accruing for other management employees, currently eight hours per month with a cap of 960 hours. There shall be no payout for hours in excess of the cap, including no payout upon separation.

C. Administrative leave of forty (40) hours per fiscal year.

D. Manager shall be entitled to time off for all holidays recognized by Town as such.

7. LIFE INSURANCE.

Town shall provide Manager with a term life and accidental death and dismemberment insurance policy consistent with plans offered other management employees.

8. HOUSING.

In order for Manager to provide oversight and active supervision of Holbrook-Palmer Park, Manager shall at no cost be allowed to occupy the Town-owned house at 160 Watkins Avenue, Atherton, California. Manager will exercise diligence in assuring the security of the park and will take steps to remedy any special problems and/or difficulties experienced with the park's operation as quickly as possible. Manager shall vacate the house within 14 days of the termination of his employment.

Except as otherwise provided herein, Town shall pay all costs for non-routine maintenance, repairs, and upkeep including replacement of major built-in appliances, property or use taxes, fees, and assessments. Manager shall be responsible for all utilities used by Manager while occupying this house (including, but not limited to metered water usage within the house, electricity, gas, cable television service, internet service, and telephone service as such utilities may be connected to the house and used by Manager) and routine maintenance. Town shall provide gardening services.

9. OTHER BENEFITS.

During the term of this Agreement, Town shall provide Manager with health insurance, dental insurance, vision insurance, long-term disability insurance, and retirement benefits (CalPERS) consistent with plans and benefits offered other management employees. It is intended that unless inconsistent with this Agreement, Manager shall receive any and all other benefits provided other non-police managers including any modification, suspension, or discontinuance of any or all of such benefits in the Management Resolution that impact all of the management employees pursuant to revisions of the Management Resolution. Manager shall not receive any post-employment health care benefits.

10. PROFESSIONAL MEETINGS.

Manager is expected to represent the Town at appropriate professional local and state meetings and conferences approved by the City Council, at no cost to Manager.

11. REIMBURSEMENT OF EXPENSES.

Manager shall comply with Town's Purchasing Ordinance with respect to legitimate expenses incurred in the course and scope of his employment, and Town shall pay for or reimburse as appropriate actual and necessary expenses incurred by Manager while acting in the course and scope of his employment and as approved by the City Council. Expenses regarding membership in professional organizations, civic organizations, and service clubs shall be permitted as an expense if authorized in advance by the City Council.

12. INDEMNIFICATION.

Town agrees to indemnify, defend, and hold harmless Manager against any and all claims and legal actions against Manager pursuant to Government Code § 825.

13. 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. This Agreement may be amended at any time by the mutual consent of the parties by written amendment.

14. NOTICES.

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

- A. Town: Mayor, 91 Ashfield Road, Atherton, CA 94027.
- B. Manager: George Rodericks, 91 Ashfield Road, Atherton, CA 94027.

15. 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.

16. 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.

17. SURVIVAL.

Many sections of this Agreement are intended by their terms to survive termination of Manager, including but not limited to sections regarding separation or termination of Manager. Such sections shall survive termination of employment and termination of this Agreement.

18. CONFLICT OF INTEREST.

Manager shall not engage in any business or transaction, or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independent judgment or action in the performance of official duties. Manager shall also be subject to conflict of interest provisions of the Political Reform Act of 1974 and Government Code section 1090 as applicable to Manager's employment.

19. EXECUTION.

In witness whereof, the parties have executed this Agreement as of the day and year first above written.

TOWN OF ATHERTON

William Widmer, Mayor

CITY MANAGER

George Rodericks

Approved as to form:

William B. Conners, City Attorney

RESOLUTION NO. 12-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
APPOINTING A CITY MANAGER AND APPROVING AGREEMENT FOR SERVICES**

WHEREAS, the City Council conducted an extensive recruitment process for a permanent City Manager; and

WHEREAS, Theresa DellaSanta, the Town's City Clerk served as interim City Manager and given a 25% acting pay differential while serving as the Interim City Manager.

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

Section 1. The attached Agreement between the Town of Atherton and George Rodericks is hereby approved and the Mayor is authorized and directed to execute it.

Section 2. The temporary 25% acting pay differential is hereby cancelled and the City Clerk's salary shall return to its regular rate.

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of October, 2012, by the following vote

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

William R. Widmer, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

William B. Conners, City Attorney



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 OCTOBER 17, 2012

SUBJECT: CITY MANAGER WRITTEN REPORT

ADMINISTRATION:

The Town did not budget for a holiday party in the current FY12/13 approved budget. Staff has discussed the idea of holding a holiday party for employees and resident volunteers on Wednesday, December 12, 2012. If Council agrees, staff will bring back a budget adjustment at the November City Council meeting.

COMMUNITY SERVICES DEPARTMENT: - See attached community services report (Attachment 1)

PLANNING DEPARTMENT: - See attached Community Services Department update

RHNA Process Update, September 26, 2012

The Regional Housing Needs Allocation (RHNA) process has been progressing since February of this year. This is the process that results in an allocation of the number of housing sites that each of California's cities and counties must plan for during the next General Plan Housing Element update. The deadline for the next update is October 2014 and the planning period is 2014-2022. During the previous update period (2007-2014) Atherton had an allocation of 83 units. In the period before that (1999-2006) the allocation was 166 units.

As in the 2007-2014 update period, Atherton is participating with the other 20 San Mateo cities and the county in a so-called Sub-region. Vice Mayor Lewis is the Atherton representative and Councilmember Carlson is the alternate to the Sub-region Policy Advisory Committee. Town Planner Martin is the representative to the Sub-regional

Technical Advisory Committee. That participation allows the local jurisdictions to distribute the allocation among themselves, subject to review and approval by the Association of Bay Area Governments (ABAG). Atherton was originally allocated 105 units for the 2014-2022 update period. After some negotiations the allocation currently stands at 93 units for Atherton. Planning Staff believes that this number is reasonable and that we can accommodate this number with sites at Menlo College, Menlo School, second dwelling units and with market-rate home construction; as was done for the last Housing Element update. For comparison purposes the other small cities in San Mateo County have allocations of: Colma – 59, Hillsborough - 91, Portola Valley – 64, and Woodside - 62

The RHNA allocation is also subdivided into household income categories. The Sub-region recommendation for Atherton is 35 units – very low income, 26 units – low income, 29 units – moderate income and 3 units above moderate income. As with the total allocation Planning Staff believes that these numbers are reasonable and that we can accommodate this number in the same way as the last update.

Once the RHNA allocation process is complete and ABAG approves the allocation each jurisdiction may proceed with updating their Housing Element as required by State Planning law.

Commonwealth Corporate Center Project – City of Menlo Park

The description below is taken from the City of Menlo Park website. This is a project in the initial stages of review. An EIR will be prepared by Menlo Park and will be circulated for a 45 day public review, probably early in 2013. Atherton Staff has commented on the scope of the EIR in a letter to the Menlo Park Community Development Department dated August 23, 2012. It is expected that the project will add traffic to Atherton intersections and our comments request study and analysis of those impacts.

Project Description - The City [Menlo Park] has received an application from The Sobrato Organization to redevelop the properties located at 151 Commonwealth Drive and 164 Jefferson Drive. The Commonwealth Drive site is approximately 12.1 acres, and the Jefferson Site, which is directly adjacent to the Commonwealth Drive site to the north, is approximately 1.17 acres. The two properties would be merged as part of the proposed project, for a total project site of approximately 13.3 acres. Proposed redevelopment of the properties would include demolition of a single-story industrial building and associated structures totaling approximately 217,396 square feet on the Commonwealth Drive site, and demolition of the existing structure totaling approximately 20,462 square feet and associated improvements on the Jefferson Drive site.

Subsequent to demolition of the existing structures, the applicant seeks to construct two four-story office/research and development buildings totaling approximately 259,919 square feet. The proposed height of the buildings would exceed the 35-foot maximum

height limit in the M-2 (General Industrial) zone and a rezone to M-2-X (General Industrial, Conditional Development District) plus approval of a Conditional Development Permit would be required to exceed the height limit. The proposed structures would comply with zoning ordinance requirements pertinent to setbacks, floor area ratio and lot coverage. Access to the site would be from Commonwealth Drive, as well as from Jefferson Drive via 164 Jefferson Drive. Development on the 164 Jefferson Drive portion of the site would include redevelopment of the site to provide access to the 151 Commonwealth Drive site and for use as an amenity space to serve the proposed structures on the 151 Commonwealth Drive site. As part of the development proposal, the applicant is requesting approval to remove 12 heritage trees on the 151 Commonwealth Drive site and 11 heritage trees on the 164 Jefferson site, ranging in health from poor to fair.

The following approvals are required:

- Rezoning from M-2 (General Industrial) to M-2(X) (General Industrial Conditional Development)
- Conditional Development Permit
- Lot Merger
- Heritage Tree Removal Permits
- Below Market Rate Housing Agreement
- Environmental Review

POLICE DEPARTMENT:

I. Police Activity

There were 88 criminal investigations for the month of September. 64 offenders were cited, arrested or referred to the District Attorney's Office for prosecution. 49 of those cases were for vehicle code violations that include driving without a license, driving on a suspended license, and driving under the influence of alcohol. The other cases were warrant arrests, an arrest for assault with a deadly weapon, and the arrest of a convicted felon in possession of a loaded firearm. Additionally, Officer David Gomez made a traffic stop that resulted in the arrest of the driver (no license) and his two passengers (outstanding warrants).

Two unidentified persons jumped the fence at a secured construction site. These suspicious people were detected by remotely monitored security cameras, but on each occasion they fled prior to officer arrival.

Of the 1,671 total police incidents for the month of September, 604 were officer initiated incidents, which resulted in 363 citations being issued for vehicle code violations. Officers also initiated 278 other types of incidents that included contacting suspicious people on the street or in cars, as well as security checks at schools and Holbrook Palmer Park.

Holbrook Palmer Park had 18 incidents this reporting period, 8 of which were security checks by officers. Other police activity at the park included suspicious vehicles and traffic enforcement.

Officers responded to 18 ordinance violation calls this month. These calls were for loud music, garage sale with no permit, an alarm company testing without a business license, garbage cans left out, and construction ordinance violations.

APD performed a total of 930 home security checks during September.

II. School Incidents

Officers responded to 114 school incidents during this reporting period. The incidents involved thefts, alarms, traffic issues, suspicious vehicles, security checks, traffic enforcement, gang activity, a Child Protective Services case, a 5150 case, and the report of a non-student on campus at Menlo Atherton High School. The following depicts the number of incidents per school:

SCHOOL	# INCIDENTS
ENCINAL SCHOOL	10
LAS LOMITAS SCHOOL	1
LAUREL SCHOOL	7
MENLO-AHTERTON HIGH	35
MENLO COLLEGE	10
MENLO SCHOOL	8
SACRED HEART PREP	10
ST. JOSEPH'S	0
SELBY LANE SCHOOL	33

III. Special Events and Community Activities:

Approximately 1000 people attended the John Legend concert at the Menlo Circus Club. The concert lasted approximately ninety minutes. The police department received two complaints, one for noise and the other for parking issues.

IV. Response Times

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

It should be noted that there is a difference between Priority 1 calls, and “Emergency calls.” The big difference is that while all emergency responses are considered Priority 1 calls for service, not all priority 1 calls are true emergencies that would justify a “lights and sirens” response. For example, there are more than two dozen types of calls that we classify as Priority 1 calls for service. At the top of the priority 1 call list is homicide, a call for service that an officer could justify a code 3 (lights and sirens) response. Conversely, another call on the list, but more towards the bottom in terms of urgency, is residential burglary alarms. While officers will do their best to get to the burglary alarm as quickly as possible, they are still required to follow all the rules of the road, and especially during dayshift, must contend with other vehicular traffic and intersections while travelling to the alarm. Residential burglary alarms are APD’s number one call for service, which means that a significant number of alarm calls get factored into the equation when calculating the average monthly response times. For the month of September, APD’s response times for priority 1 calls was 6 minutes, which met and beat our goal of 8 minutes. When the response times for residential burglaries are taken out of the equation, and you look at APD’s response to true emergency calls, the response time drops to 4.28, which meets our department’s emergency response time goal of 5 minutes or less.

V. Disaster Preparedness

Chief Flint, Lieutenant Wade, and Sergeant Lopez met with representatives from the Menlo Park School District, Menlo Park Police, East Palo Alto Police, and Menlo Park Fire District to discuss the most efficient methods of utilizing the San Mateo County Alert System for parent notifications in the event of a major disaster within the school district.

VI. Training

The Pd sent the following officers to training in September for a total of 158 hours:

<u>NAME</u>	<u>TRAINING COURSE</u>	<u>DATES</u>
J. Yoakum	Asset Forfeiture/8 hours/OCSI Training	9-5
A.Gutierrez N. Bonnevie	DV for Dispatchers/SDRTC/8 hours	9-10
A Kockler	SLI #4/ San Diego/24 hours	9-10 to 9-12
J. Yoakum	Driver Training Update/16 hours/SMCO S/O	Sept. 11 - 12
K. Lopez R. Enberg	POD Training/CAHAN/3 hours	Sept. 24
K. Murray	Adv. Dispatcher Update/SMCO/24 hours	Sept. 25-27
A.Gutierrez	Basic Critical Incident Stress Mgmt (CISM)/16 hours	Sept. 25 - 26
J. Miller N. Bonnevie	CTO Update/PSTC 911/16 hours	Sept. 26-27
J. Yoakum	Gypsy/Traveler Crime and the Elderly/SFPD/16 hours	Sept. 27-28

PUBLIC WORKS PROJECT UPDATES:

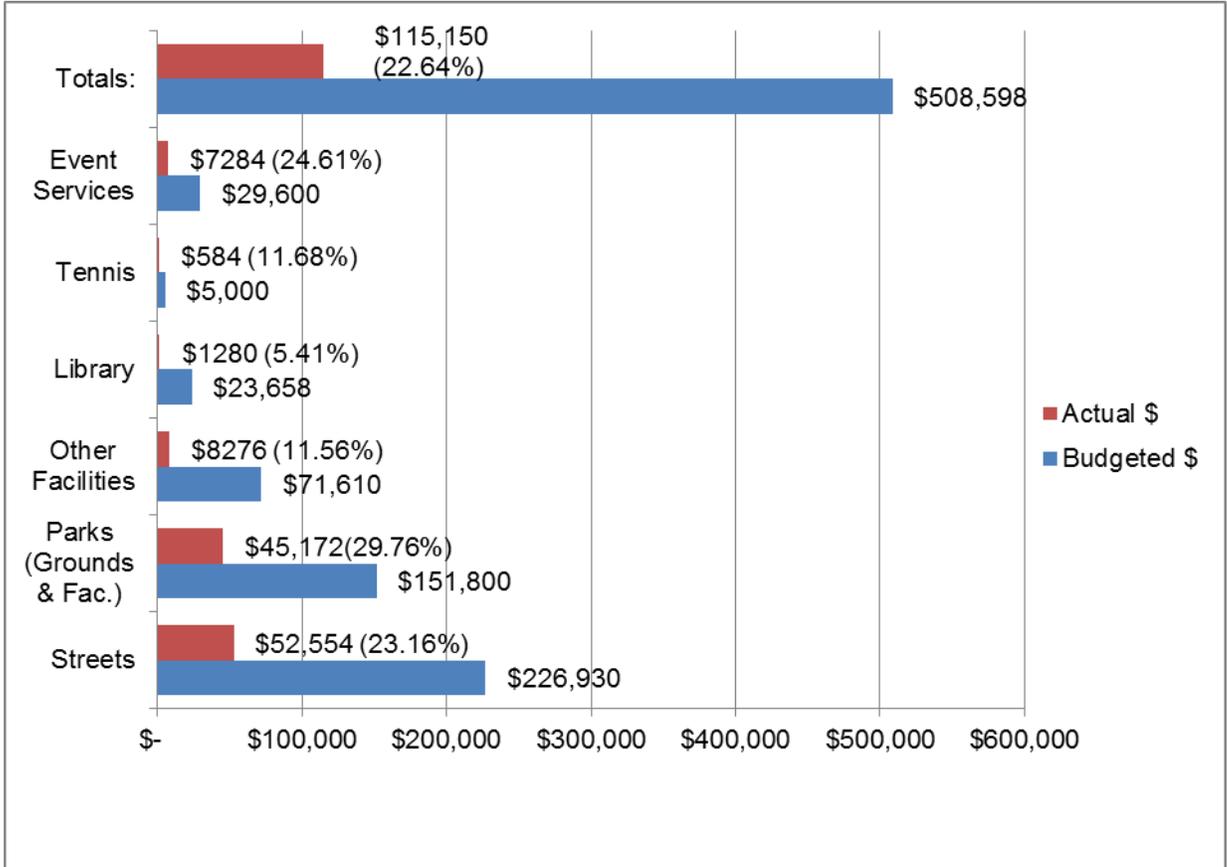
Public works accomplishments – September, 2012

- Sweep contracted monthly streets –Numbers not available for September, will report next month.
- Service requests –
 - Replace 2 “Keep Right” signs on Cowell Lane (HOA now defunct).
 - Repair playground equipment at Park (teeter totter and xylophone)
 - Repair leak under permit center kitchen sink.
 - Pothole – 46 Fair Oaks
 - Pruning – low hanging branches at HP exit..
 - Pick up illegally dumped debris ECR/Lloyden .
 - Remove illegally dumped debris – Stockbridge/Serrano
 - Tree down – Faxon at Elena
 - Tree down – 386 Green Oaks
 - Last minute meeting set up at CC chambers
 - Political signs – safety hazard at Fair Oaks

- Weekly litter removal on ECR.
- Litter Marsh Road, Middlefield Road and Alameda.
- General duties – Garbage cans, town wide and ECR litter, Town Center landscape, ECR landscape, corp yard clean-up, vehicle/tool maintenance.
- Clean up/inspection of Atherton Channel – Alameda to City Limits.
- Emergency repair to Atherton Channel behind 8 Brittany Meadows completed 9/28/2012.
- Finish contract painting of Carriage House, Water Tower and City Manager residence in park.
- Park General daily duties – mowing, empty garbage/recycling, restroom oversight, fire extinguishers (checked/re-charged), playground inspections, elevator inspections, open/close buildings, meeting room set-ups/tear downs.
- Numerous meeting room set-ups in City Council Chambers.
- See attached spreadsheet of July/August/Sept events.

The following bar chart can be used as a reference as to the amount of dollars budgeted for the MCE contract for maintenance services vs. actual dollars spent. The graph is broken into the 6 families of expenditures that make up the whole of the contract. Public Works intends to supply this information on a monthly basis to the council in the monthly City Managers report and to the public upon their request.

**Town of Atherton
MCE Corporation Public Works Maintenance
Budget vs. Actual Expenditures FY 12-13
12 months (through September)**



Short Code	Acct'g Code	Description	Budget Dollars	Actual Dollars	% used
A01	101-53-52031-053	Streets	\$ 226,930	\$ 52,554	23.16
A02	101-57-52031-057	Parks (Grounds & Fac.)	\$ 151,800	\$ 45,172	29.76
A03	101-59-52031-059	Other Facilities	\$ 71,610	\$ 8,276	11.56
A04	213-30-52031-000	Library	\$ 23,658	\$ 1,280	5.41
A05	101-58-52031-000	Tennis	\$ 5,000	\$ 584	11.68
E06	101-58-52031-058	Event Services	\$ 29,600	\$ 7,284	24.61
Totals:			\$ 508,598	\$ 115,150	22.64



Town of Atherton

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

Community Services Monthly Report September 2012

Submitted by:
Mike Kashiwagi, PE
Director of Community Services

Town of Atherton Building Safety & Inspection

*Construction and Permit Summary
September 1, 2012 to September 30, 2012*

	September	Fiscal Year 2012-13
Total Construction Valuation¹:	\$11,023,195	\$34,772,520

REVENUE

Plan Check Fees Collected:	\$29,652	\$113,520
Permit Fees Collected:	\$74,945	\$218,904
TOTAL:	\$104,597	\$332,424

PLAN CHECK

Applications Received:	47	168
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PERMITS

<u>Residential:</u>		
New Single Family Residential Permits Issued:	3	8
New Accessory Structures Issued:	13	36
Addition / Alteration Permits Issued:	6	15
Reroof / Water Well Permits Issued:	6	35
Plumbing/Mechanical/Electrical Permits Issued:	14	25
<u>Non-Residential:</u>		
New Permits Issued:	1	6
TOTAL Permits Issued:	43	125

INSPECTIONS

Inspections Performed:	448	1,629
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Footnotes:

¹Valuation: For permitted projects during this period.

Town of Atherton Building Safety & Inspection

Code Enforcement Activity Summary September 1, 2012 to September 30, 2012

CE responded to the following types of cases:

1. Dangerous Trees	4o/1c	10. Early Set Out-trash	4o/1c
2. Construction Law	3o/1c	11. Neighbor Law	1o/1c
3. Dog Barking	1o	12. Animal	0
4. Building without permits	2o	13. Litigation	2o
5. Encroachments	7o	14. Vehicles	0
6. Fence Violations	1o/1c	15. Unsecured Prop	1o/1c
7. Accessory Bld.	2o/3c	16. HOA Contact	0
8. Refuse	0	17. Admin/finance	2o/2c
9. Zoning	2o/2c	18. Admin/ordinance	2o
		19. Public Nuisance	4o/1c
Number of Cases Closed = 12		Number of Cases Still Open = 38	

c: Closed

o: Open

Planning Projects September 1, 2012 to September 30, 2012

	This Month Activity	Fiscal Year to Date Activity
Staff Level Reviews	16	43
Planning Commission Items	2	7

1. Legal Review
2. Direction to Staff on revision of three ordinances

Arborist Activity Summary September 1, 2012 to September 30, 2012

	Site Visits			Plan Review
	Tree Removal	Inspections	Info. / Consu.	
TOTAL	15	35	21	32

**Town of Atherton
Building Safety & Inspection**

Summary of New Single Family Residential Permits Issued by Month

Month	2012	2011
January	2	-
February	0	-
March	2	-
April	2	-
May	4	-
June	3	-
July	3	3
August	2	4
September	3	6
October		5
November		1
December		1
Total New SFD Permits:	21	20

Plan Check Performance

September 1, 2012 to September 30, 2012

Project	Cycles	Target	No. of Days Exceeded	Average Review Days
Major Plan Check	1st Review	10	0	6
	Subsequent Rev.	5	0	5
Minor Plan Check	1st Review	3	0	3
	Subsequent Rev.	2	0	-

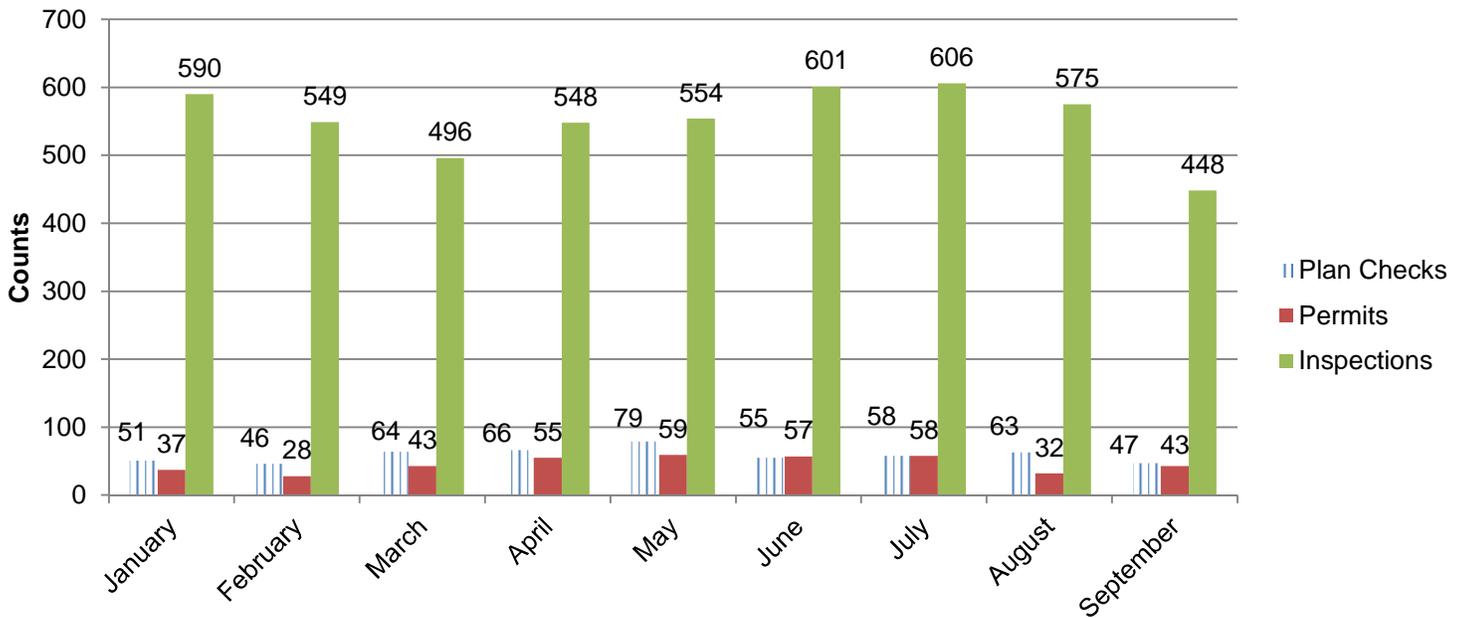
Target: in working days

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

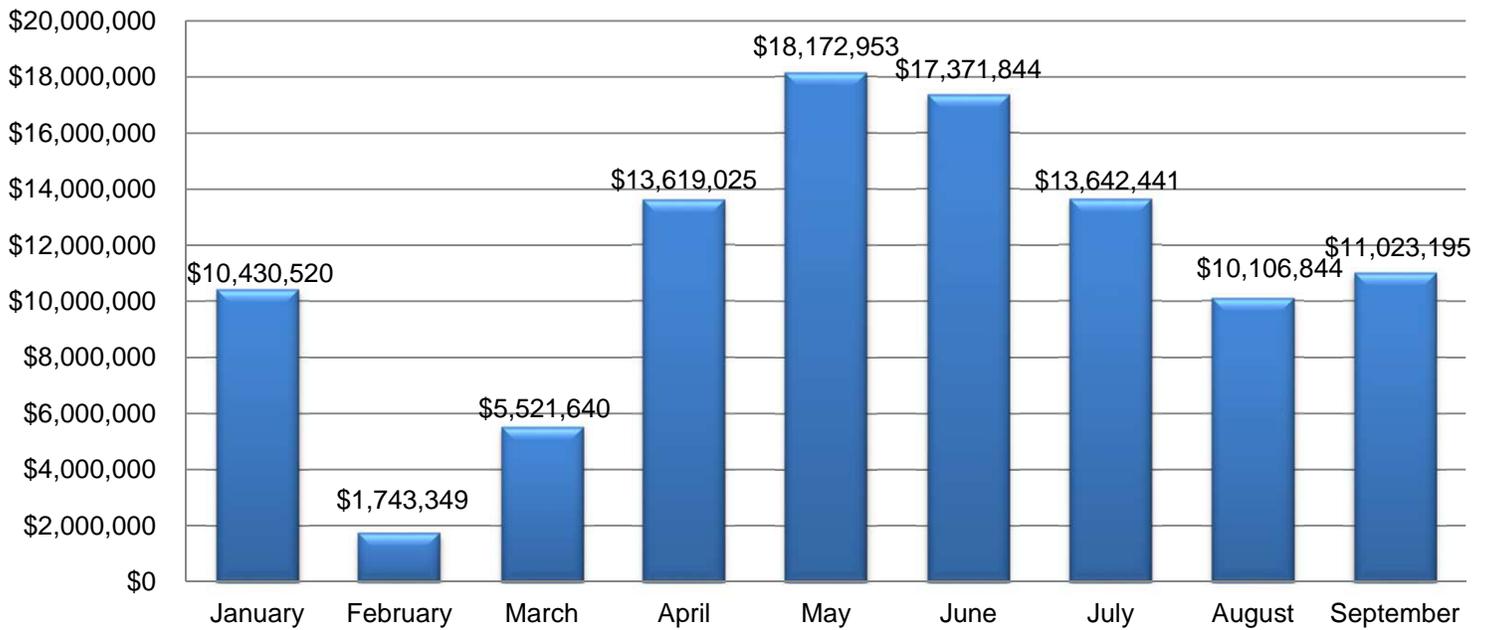
Minor Plan Check: Additions, alterations, Misc.

Summary Graphs

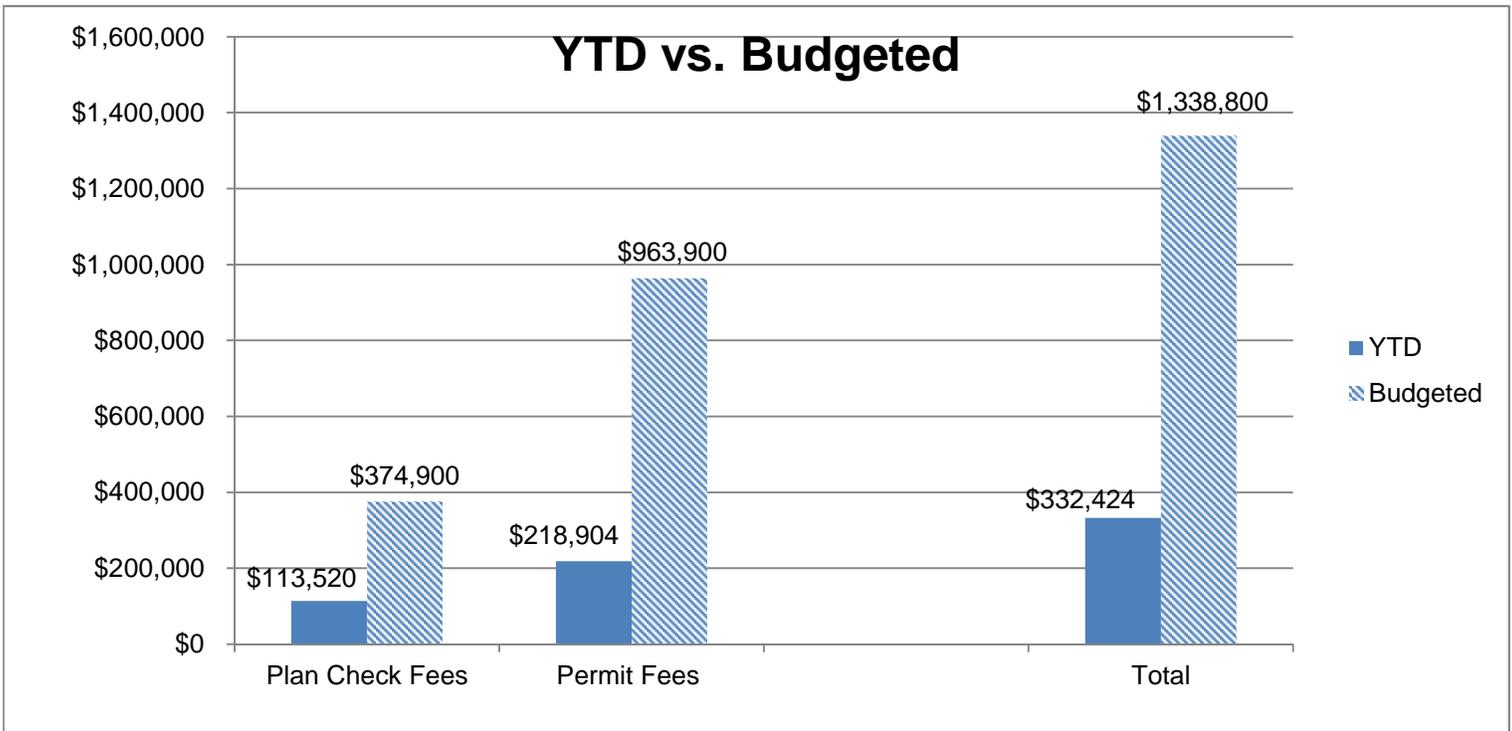
Plan Checks, Permits, Inspections



Valuation



Summary Graphs





ITEM 10

Draft Minutes

Town of Atherton

CITY COUNCIL

September 19, 2012

7:00 p.m.

COUNCIL CHAMBERS

94 Ashfield Road

Atherton, California

REGULAR MEETING

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

Mayor Widmer presented a proclamation to William Grindley in honor of his service to the city of Atherton. A proclamation was presented to Kristi Waldron will be made at a later date.

4. **PUBLIC COMMENTS** –

Denise Kupperman on behalf of the Tree Committee spoke to announce the Heritage Tree Award. She encouraged residents to nominate themselves or their neighbors. Applications can be found at the City's administrative offices. One new award is for developers who have demonstrated great care during construction. The application deadline is September 30.

5. **REPORT OUT OF CLOSED SESSION** –

The Council met with the labor negotiator and asked both the labor attorney and the City Attorney to start drafting a resolution which would define clearly the employee fringe benefits for the upcoming year. In addition they met and conferred to discuss recruitment of a new City Manager. Progress is being made on the search.

6. **CITY MANAGER'S REPORT** –

Councilmember Dobbie asked Police Chief Flint about the response time and how it could be brought back down to 5 minutes. Police Chief Flint answered that he would investigate the discrepancy and it should be clarified whether the response time is measured at the time the call is received or after it is dispatched.

Councilmember Carlson asked when the Disaster Preparedness Committee is due to report back to the Council. Interim City Manager DellaSanta answered that it would be in the next few months.

Councilmember Carlson made a request of the Interim City Manager DellaSanta that there be a table added to her monthly report that gives the estimate for things like the Bike and Pedestrian Master Plan and the Park Use Master Plan.

Councilmember Carlson asked if there was an update needed on SBWMA. Interim City Manager DellaSanta answered that she is meeting with the consultant on September 20 and will have a better idea on what the

rates will look like for 2013.

Vice Mayor Lewis asked if the consultant is also working on the fee study. Interim City Manager DellaSanta answered in the affirmative.

Councilmember Dobbie asked about an update on legal proceedings that are ongoing. City Attorney Bill Conners answered that he has provided two reports since the request was made of him. Councilmember Dobbie asked that the report be delivered before the Council meetings. City Attorney Conners responded in the affirmative.

Interim City Manager DellaSanta reported that the City has hired a Finance Director. His name is Robert Baron III. He is currently the Financial Services Manager for the City of Millbrae and his start date is October 9th.

7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT – none

CONSENT CALENDAR (ITEMS 8-14)

8. APPROVAL OF JULY 25 SPECIAL MEETING MINUTES, AUGUST SPECIAL MEETING MINUTES: (8/7, 8/9 AND 8/21) AND AUGUST 15 REGULAR MEETING MINUTES

Recommendation: Approve meeting minutes

9. APPROVAL OF BILLS AND CLAIMS FOR AUGUST, 2012 IN THE AMOUNT OF \$760,114

Recommendation: Approve Bills and Claims in the amount of \$760,114

10. FINANCIAL REPORT FOR THE MONTH ENDED AUGUST 31, 2012

Report: Finance Director Debra Auker

Recommendation: Receive the General Fund Financial Report

11. ESTABLISH SPEED LIMITS – WALSH ROAD, ALEJANDRA AVENUE, FAIR OAKS LANE, JAMES AVENUE

Report: Community Services Director Mike Kashiwagi

Recommendation: Staff recommends City Council declares the following speed limits based upon the engineering and speed studies and other related information: Walsh Road- 30 mph, Alejandra Avenue - 25 mph, Fair Oaks Lane - 25 mph, James Avenue - 25 mph

14. ADOPT RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON SETTING A DATE FOR HEARING OBJECTIONS TO THE ANNEXATION OF THE LANDS OF SONMEZ TO THE ATHERTON CHANNEL DRAINAGE DISTRICT AND MAKING OTHER REQUIRED FINDINGS

Report: Planner Neal Martin

Recommendation: Approve Resolution

MOTION by Dobbie, second by Lewis to approve items 8, 9, 10, 11, and 14 of the Consent Calendar.

Ayes: 5

Nays: 0

Abstain: 0

Excused: 0

CONSENT CALENDAR ITEMS PULLED (12 & 13)

12. AUCTION AGREEMENT WITH FIRST CAPITOL AUCTION, INC., AND AUCTION OF SURPLUS TOWN VEHICLES

Report: Police Chief Ed Flint

Recommendation: Approval of permitting the Redwood City Corp Yard to facilitate the auction of eight (8) surplus town vehicles. The Town of Atherton has a contract with First Capitol Auction of Vallejo, CA a company that will sell the Town's vehicles at auction, per agreement.

Councilmember McKeithen asked about the location of the auction company and the need to spend funds transporting the vehicles in question more than an hour away. Public Works Superintendent Steve Tyler answered that reputable auction companies are hard to find and this company has worked well for the Town in the past. Interim City Manager DellaSanta added that staff followed proper purchasing policy protocol.

Councilmember McKeithen and Councilmember Dobbie asked about getting rid of the dump truck. Public Works Superintendent Steve Tyler answered that there is a lot of upkeep on these old vehicles, including the cost to insure them, and they are unreliable when they are not getting a lot of use. He suggested that renting a dump truck when needed would be much more cost effective.

MOTION by McKeithen, second by Lewis to approve the Auction Agreement with First Capitol Auction, Inc., and Auction of Surplus Town Vehicles

Ayes: 5

Nays: 0

Abstain: 0

Excused: 0

13. RECOMMENDATION FROM PARK & RECREATION AND ARTS COMMITTEE TO ACCEPT A DONATION OF ARTWORK (STATUES) BY SUSAN BLAKE FOR PLACEMENT IN HOLBROOK-PALMER PARK

Report: Public Works director Mike Kashiwagi

Recommendation: Approve recommendation from the Atherton Park and Recreation Commission and the Atherton Arts Committee (AAC) to accept donation of two sculptures for placement at the Park.

Councilmember Carlson asked if the Town has any guidelines or criteria for sculptures or other artwork donations. Interim City Manager DellaSanta answered that the Town does not currently have guidelines but the Parks and Recreation Commission discussed creating some at their last meeting. Councilmember Carlson thinks this is very important.

Councilmember Carlson verified with Interim City Manager DellaSanta that the insurance for the items has been handled. She answered in the affirmative.

Councilmember Carlson asked who would cover the cost of delivery and installation. Interim City Manager DellaSanta answered that the delivery was being handled by the donor and the installation was coming out of the Arts Committee fund. Councilmember Carlson would like to be informed of the details of the maintenance costs of the upkeep of the site and artwork.

Councilmember Carlson asked about location and who will have the final say about where the pieces go. Interim City Manager DellaSanta answered that the City Council will have the final say, with input from the Parks and Recreation Commission and the Arts Commission.

Councilmember Carlson clarified that tonight would be approval but no decision about site would be

made. Interim City Manager DellaSanta answered in the affirmative.

A representative for the Arts Committee spoke. He estimated the value of the pieces to be about \$50,000. He thought the upkeep would be very minimal. He also suggested that the art will pose no more liability to the Town than a tree that children might climb.

A resident asked if the Council is concerned about vandalism. City Attorney Bill Connors commented that all cities are facing vandalism and/or theft of public items containing metals, which can be sold. Interim City Manager DellaSanta noted that the pieces will be insured against vandalism and hopefully with the police patrols, potential vandalism will be reduced.

MOTION by Dobbie, second by McKeithen to approve the recommendation from Park & Recreation and Arts Committee to accept a donation of artwork (statues) by Susan Blake for placement in Holbrook-Palmer Park

Ayes: 5 Nays: 0 Abstain: 0 Excused: 0

PUBLIC HEARINGS - none

REGULAR AGENDA – (Items 15-17)

15. APPROVAL OF APPOINTMENTS TO THE AUDIT/FINANCE COMMITTEE, PARK & RECREATION COMMISSION, PLANNING COMMISSION AND RAIL COMMITTEE
Report: Interim City Manager Theresa DellaSanta
Recommendation: Select and approve appointments

Interim City Manager Theresa DellaSanta presented the item. Interim City Manager DellaSanta provided ballots for voting, presided over the vote and collected ballots. The results were as follows:

Finance Committee appointees: Bob Polito and Diane Sandhu

Park and Recreation Commission (Atherton Dames representative) appointee: Tina Isenberg

Rail Commission appointee: Michael Lempres

Planning Commission appointee: Eric Lane

16. APPROVE THE SELECTION OF BIGGS CARDOSA ASSOCIATES, INC FOR THE MARSH ROAD RETAINING WALL DESIGN (PHASE 1) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONSULTANT SERVICES AGREEMENT FOR A NOT-TO-EXCEED FEE OF \$78,102
Report: Public Works Director Mike Kashiwagi
Recommendation: Approve the selection of Biggs Cardosa Associates, Inc. for the Marsh Road Retaining Wall design (Phase 1) and authorize the City Manager to execute the Consultant Services Agreement in an amount not-to-exceed \$78,102

Public Works Director Mike Kashiwagi presented the report.

Councilmember Carlson asked about the scope of the project. Public Works Director Mike Kashiwagi answered that the company will come up with three options that will then be brought to Council.

Councilmember Carlson asked if, during the project, there will be a survey to determine the boundaries between the neighbors and the Town. Public Works Director Kashiwagi answered that the survey would be a design-level survey. The survey would just be topographical. It will not survey actual property lines.

Councilmember Carlson noted that the condition of the road at the edge of the channel is not very good, and he wondered if part of the scope of the project could be used for a bike or pedestrian area. Public Works Director Kashiwagi answered that a bike/pedestrian path would be highlighted in one of the options presented to the Council.

Councilmember Dobbie asked if the homeowners could contribute to part of the cost of the wall. Public Works Director Kashiwagi suggested that this should not be considered since the channel is part of the Town's floodwater mitigation and is not the responsibility of the homeowners even if they live adjacent to it.

Vice Mayor Lewis asked about the length of fence that goes under the road. She wondered if the project will take that into consideration since the exposed wall is in disrepair. Public Works Director Kashiwagi answered that the portion of the wall under the road is not in the scope of the current project.

Vice Mayor Lewis asked if anyone has looked at the wall recently. Public Works Superintendent Steve Tyler answered that the portion of wall that is being replaced is about 65-70 years old. The part of the wall that Vice Mayor Lewis is speaking about was replaced and brought up to code much more recently.

Councilmember McKeithen asked how the consultants were ranked. Public Works Director Kashiwagi said it was based on the scope of work, the work plan, similar work experience, and the qualifications. Councilmember McKeithen then asked who on the panel was a licensed engineer. Public Works Director Kashiwagi answered that the panel was comprised of himself, Steven Tyler and Dave Huynh, who is a Civil Engineer.

Councilmember McKeithen asked if only the south side of the channel will be rebuilt. Public Works Director Kashiwagi answered that it will depend on the option chosen by the Council. He gave examples of three different scenarios that could be part of the study.

Councilmember McKeithen asked how the existing storm water runoff will be calculated. A representative from Biggs Cardoza spoke about the runoff and that the hydraulics will be measured and the goal is to not decrease the capacity for runoff. The scope of the project is not to improve the capacity for runoff.

Councilmember McKeithen asked why it states that after Phase 1 there will not be a need for another RFP. City Attorney Conners answered that the first RFP went out and they were tasked with choosing the most qualified. Once the consultant goes through Phase 1, it would be unlikely that they would be any less than the most qualified again. So legally, it is not required, although it is possible.

Councilmember McKeithen asked if anyone has looked into a grant for the project. Public Works Director Kashiwagi answered that it was something they would be looking into as the project progresses. Councilmember McKeithen asked if a grant is something that should be looked into up front to help determine the scope. Public Works Director Kashiwagi answered that he thinks it is reasonable to look into a grant as the project is taking shape.

Councilmember McKeithen is concerned about the section of the channel between the end of Watkins and the beginning of Marsh Road. Public Works Superintendent Steve Tyler answered that he walked it last week and it looks like it is good condition. Councilmember McKeithen asked when it was done. Public Works Superintendent Tyler answered that he believed it was constructed in the late 60's or early 70's.

Mayor Widmer asked if it is a fixed labor contract. Public Works Director Kashiwagi answered that it is a "not to exceed" contract. Mayor Widmer asked about the payment schedule and whether the Town would be billed for hours worked. Public Works Director Kashiwagi answered in the affirmative. Mayor Widmer would like this detail to be in the contract.

Mayor Widmer commented on other language in the contract that he would like cleaned up.

Mayor Widmer would like the contract to be more specific, with things like the 100 year flood study. He would like the wording to be specific so the Council and Town are clear on the scope of the project.

Public Works Director Kashiwagi clarified that the project is not a floodwater project and any improvements made will be done with the idea that the capacity will remain at better than or equal to the flood capacity in the channel currently. Mayor Widmer reiterated that he would just like the wording to be specific.

City Attorney Bill Connors commented that the contract has already been entered into and changes would have to be agreed to by the parties involved.

Vice Mayor Lewis wanted to make sure that the new channel is not bigger than it is now. She is also concerned about aesthetics and hopes there are ways to make the new design aesthetically pleasing. The representative from Biggs Cardoza spoke briefly about the types of things that can be done to improve aesthetics and keeping in mind a historical look.

Lou Paponis, MacBain Avenue, commented that he thinks the foundation should be included in the cost. He believes that eventually the open area will be closed and he is concerned about the foundation. Public Works Director Mike Kashiwagi answered that he is confident in the firms that are undertaking this project that they will be thorough in their assessment and will do a full structural study.

MOTION by Dobbie, second by McKeithen to approve the selection of Biggs Cardosa associates, Inc for the Marsh Road Retaining Wall Design (Phase 1) and authorize the City Manager to execute the Consultant Services Agreement for a not-to-exceed fee of \$78,102.

Ayes: 5 Nays: 0 Abstain: 0 Excused: 0

17. APPROVE A ONE YEAR EXTENSION WITH MCE CORPORATION FOR THE CONTINUATION OF PUBLIC WORKS MAINTENANCE AND MAINTENANCE MANAGEMENT SERVICES FOR A NOT-TO-EXCEED AMOUNT OF \$466,207.90

Report: Public Works Director Mike Kashiwagi

Recommendation: Approve a one year extension with MCE Corporation for the period of July 1, 2012 to June 30, 2013 for the continuation of public works maintenance and maintenance management services for a not-to-exceed amount of \$466,207.90.

Public Works Director Mike Kashiwagi presented the item and report.

City Attorney Conners clarified that a letter was sent out today that amended the not-to-exceed amount. The number now is not-to-exceed \$467,000.

Mayor Widmer would also like, in the future, to break down the services to see if there could be cost savings found.

Mayor Widmer wondered about the absence of SLAs for park maintenance. City Attorney Bill Conners clarified that this is a contract extension and there was no renegotiation.

Steve Lowree from MCE commented that there was no park maintenance discussed but he would be happy to discuss that with staff if there is interest.

Vice Mayor Lewis asked about the maintenance of the foliage on the streets leading to El Camino. Public Works Superintendent Tyler spoke about the issue. The Town is trying to get residents involved when the bushes and branches are on private property. Vice Mayor Lewis also has concern about the bushes encroaching on some bike lanes and hopes that if that it is in the scope of MCE's work that they will take care of it.

Councilmember Dobbie would like the garden behind the Library maintained. Public Works Superintendent Tyler remarked that the garden behind the Library is being maintained weekly. Interim City Manager DellaSanta will look into it.

Councilmember Carlson asked about the donation of time made by MCE and who on staff makes suggestions. Public Works Superintendent Tyler answered that he works with MCE on this. Councilmember Carlson wondered if MCE would be willing to work on a Volunteer Day so residents could come and help out. Public Works Superintendent Tyler thought that would be a suggestion that could be worked on.

OPEN PUBLIC COMMENT
CLOSED PUBLIC COMMENT

MOTION by Carlson, second by Lewis to approve a one year extension with MCE Corporation for the continuation of Public Works maintenance and maintenance management services for a not-to-exceed amount of \$466,207.90

Ayes: 5 Nays: 0 Abstain: 0 Excused: 0

18. COUNCIL REPORTS/COMMENTS

19. FUTURE AGENDA ITEMS

- A. RESPONSE TO ATHERTON POLICE OFFICERS ASSOCIATION (APOA)
TOWN-WIDE MAILER
Report: Mayor Widmer and Councilmember Dobbie**

MOTION by Carlson, second by Lewis to approve the Atherton Police Officers Association Town-wide Mailer on the City Council agenda.

Ayes: 5 Nays: 0 Abstain: 0 Excused: 0

20. PUBLIC COMMENTS - none

21. ADJOURN – Meeting adjourned

TOWN OF ATHERTON
CLAIMS LIST **SEPTEMBER 2012**

	<u>Amount</u>
A/P Checks (#14202-14303)	\$ 822,521
Payroll Checks (#352-353)	483
Direct Deposit - Payroll	193,925
Electronic Transfer - A/P & Payroll	208,232
SEPTEMBER 2012 Total	1,225,161

I, Theresa DellaSanta, Interim City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 352-353 (payroll), and 14202-14303 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,225,161 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 352-353 (payroll), and 14202-14303 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,225,161 are true and correct and are authorized for payment.

Bill Widmer
Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$ 233,810
202	Measure A	156,411
203	Gas Tax	13,716
210	Road Construction Impact	217,064
213	Library	21,198
215	Evan Creative Design	1,858
614	Worker's Comp Insurance	50
615	General Liability	166,215
616	Employee Benefits	12,199
	TOTAL	822,521

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of September 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14202	9/4/2012	AFLAC	501-08-2012	General Fund		PR Batch 501 8 2012 AFLAC Accident Indemnity	135.72
14202	9/4/2012	AFLAC	501-08-2012	General Fund		PR Batch 501 8 2012 AFLAC Cancer Ins	117.61
14202	9/4/2012	AFLAC	501-08-2012	General Fund		PR Batch 501 8 2012 AFLAC Dental Ins PreTx	65.22
14202	9/4/2012	AFLAC	501-08-2012	General Fund		PR Batch 501 8 2012 AFLAC Hospital Indemnity	25.52
14202	9/4/2012	AFLAC	501-08-2012	General Fund		PR Batch 501 8 2012 AFLAC Intensive Care	16.26
14202	9/4/2012	AFLAC	501-08-2012	General Fund		PR Batch 501 8 2012 AFLAC Specified Health	27.90
14202	9/4/2012	AFLAC	501-08-2012	General Fund		PR Batch 501 8 2012 AFLAC-STD After Tax	62.81
14202	9/4/2012	AFLAC	502-08-2012	General Fund		PR Batch 502 8 2012 AFLAC Specified Health	27.90
14202	9/4/2012	AFLAC	502-08-2012	General Fund		PR Batch 502 8 2012 AFLAC-STD After Tax	62.81
14202	9/4/2012	AFLAC	502-08-2012	General Fund		PR Batch 502 8 2012 AFLAC Hospital Indemnity	25.52
14202	9/4/2012	AFLAC	502-08-2012	General Fund		PR Batch 502 8 2012 AFLAC Intensive Care	16.26
14202	9/4/2012	AFLAC	502-08-2012	General Fund		PR Batch 502 8 2012 AFLAC Accident Indemnity	135.72
14202	9/4/2012	AFLAC	502-08-2012	General Fund		PR Batch 502 8 2012 AFLAC Cancer Ins	117.61
14202	9/4/2012	AFLAC	502-08-2012	General Fund		PR Batch 502 8 2012 AFLAC Dental Ins PreTx	65.22
14202 Total							902.08
14203	9/4/2012	AFLAC	501-06-2012	General Fund		PR Batch 501 6 2012 Flex Participation Fee - EE	75.00
14203 Total							75.00
14204	9/4/2012	AUKER DEBRA C.	B-9	General Fund	Finance	Interim Finance Director August 2012	3,080.00
14204 Total							3,080.00
14205	9/4/2012	BROWN VANCE	BP12-00146	General Fund		Refund Temp occupancy dep BP12-00146, 50 Valparaiso	5,000.00
14205 Total							5,000.00
14206	9/4/2012	CAL WATER SERVICE	62126158/812	General Fund	City Council	94 Ashfield 7/4/12 - 8/2/12	407.62
14206	9/4/2012	CAL WATER SERVICE	91512681/812	General Fund	Administration	91 Ashfield 7/4/12 - 8/2/12	61.21
14206	9/4/2012	CAL WATER SERVICE	91512699/812	General Fund	Planning	Station Lane Meter 7/4/12 - 8/2/12	4.36
14206	9/4/2012	CAL WATER SERVICE	91512699/812	General Fund	Building	Station Lane Meter 7/4/12 - 8/2/12	26.15
14206	9/4/2012	CAL WATER SERVICE	91512664/812	General Fund	Police	83 Ashfield 7/4/12 - 8/2/12	149.29
14206	9/4/2012	CAL WATER SERVICE	91512699/812	General Fund	DPW-Engineering	Station Lane Meter 7/4/12 - 8/2/12	13.08

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of September 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14206	9/4/2012	CAL WATER SERVICE	62051509/812	General Fund	DPW-Street Maint.	Alameda/Atherton 7/4/12 - 8/2/12	185.84
14206	9/4/2012	CAL WATER SERVICE	62051499/812	General Fund	DPW-Street Maint.	El Camino Real 7/4/12 - 8/2/12	203.47
14206	9/4/2012	CAL WATER SERVICE	97947324/812	General Fund	DPW-Street Maint.	El Camino Real (2) 7/26/12 - 8/23/12	238.71
14206	9/4/2012	CAL WATER SERVICE	62051537/812	General Fund	DPW-Park Program	150 Watkins 7/26/12 - 8/23/12	138.88
14206	9/4/2012	CAL WATER SERVICE	62051537Fire812	General Fund	DPW-Park Program	150 Watkins (Fire Pro) 8/1/12 - 8/31/12	29.31
14206	9/4/2012	CAL WATER SERVICE	89783897/812	Library Fund	Non-Dept	Maple 7/4/12 - 8/2/12	356.15
14206	9/4/2012	CAL WATER SERVICE	97127159/812	Library Fund	Non-Dept	2 Station Lane 7/4/12 - 8/2/12	55.34
14206 Total							1,869.41
14207	9/4/2012	CLARK PEST CONTROL	13104225	Library Fund	Non-Dept	Pest control services Library August 2012	95.00
14207 Total							95.00
14208	9/4/2012	DE LARGE FINANCIAL SERVICES,INC	14860114	General Fund	Planning	Lease Sharp MXM453N copier 8/15/12 - 9/14/12	50.50
14208	9/4/2012	DE LARGE FINANCIAL SERVICES,INC	14860114	General Fund	Building	Lease Sharp MXM453N copier 8/15/12 - 9/14/12	50.50
14208	9/4/2012	DE LARGE FINANCIAL SERVICES,INC	14860114	General Fund	DPW-Engineering	Lease Sharp MXM453N copier 8/15/12 - 9/14/12	50.50
14208 Total							151.50
14209	9/4/2012	GRAHAM CONTRACTORS INC	023491	Measure A	DPW-Building Maint.	10% Retention 2012 Cape/Slurry seal project	(17,379.00)
14209	9/4/2012	GRAHAM CONTRACTORS INC	023491	Measure A	DPW-Engineering	2012 Cape/Slurry seal project	173,790.00
14209	9/4/2012	GRAHAM CONTRACTORS INC	023491	Road Const. Impact Fee		10% Retention 2012 Cape/Slurry seal project	(24,118.18)
14209	9/4/2012	GRAHAM CONTRACTORS INC	023491	Road Const. Impact Fee	DPW-Engineering	2012 Cape/Slurry seal project	241,181.76
14209 Total							373,474.58
14210	9/4/2012	LSA ASSOCIATES, INC.	117251	Library Fund	Non-Dept	Environmental consulting service Library July 2012	3,648.24
14210 Total							3,648.24
14211	9/4/2012	PG & E	95313129439/812	General Fund	DPW-Street Maint.	93 Dinkelspiel Station Ln 7/24/12 - 8/21/12	209.24
14211	9/4/2012	PG & E	86713555828/812	General Fund	DPW-Street Maint.	Signal Middlefield/Encinal 7/26/12 - 8/23/12	38.09
14211	9/4/2012	PG & E	34579695882/812	General Fund	DPW-Street Maint.	Signal El Camino/Atherton 7/25/12 - 8/22/12	69.20
14211	9/4/2012	PG & E	92913025489/812	General Fund	DPW-Street Maint.	Corp Office/Storage 7/24/12 - 8/21/12	106.62
14211	9/4/2012	PG & E	08963023620/812	General Fund	DPW-Park Maint.	160 Watkins (CM House) 7/26/12 - 8/23/12	45.74
14211	9/4/2012	PG & E	91663025566/812	Library Fund	Non-Dept	Atherton Library 7/24/12 - 8/21/12	893.92
14211 Total							1,362.81
14212	9/4/2012	TEAMSTERS LOCAL 856 H & W	511-07-2012	General Fund		PR Batch 511 7 2012 Dental Insurance	144.00
14212	9/4/2012	TEAMSTERS LOCAL 856 H & W	501-08-2012	General Fund		PR Batch 501 8 2012 Dental Insurance	4,176.00

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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14212	9/4/2012	TEAMSTERS LOCAL 856 H & W	September 2012	General Fund	Police	Dental A. Barron June-August 2012	432.00
14212	9/4/2012	TEAMSTERS LOCAL 856 H & W	September 2012	General Fund	Police	Dental Chief E. Flint August 2012	144.00
14212	9/4/2012	TEAMSTERS LOCAL 856 H & W	September 2012	General Fund	Police	Dental C. Pettit August 2012	144.00
14212	9/4/2012	TEAMSTERS LOCAL 856 H & W	September 2012	General Fund	Police	Dental refund J. Thomas-Smith July 2012	(144.00)
14212 Total							4,896.00
14213	9/4/2012	VISION SERVICE PLAN	511-07-2012	General Fund		PR Batch 511 7 2012 Vision Insurance	15.77
14213	9/4/2012	VISION SERVICE PLAN	501-08-2012	General Fund		PR Batch 501 8 2012 Vision Insurance	476.97
14213	9/4/2012	VISION SERVICE PLAN	Sept 2012	General Fund	Police	Vision A. Barron Jun -Aug 2012	32.64
14213	9/4/2012	VISION SERVICE PLAN	Sept 2012	General Fund	Police	Vision C. Pettit August 2012	10.88
14213	9/4/2012	VISION SERVICE PLAN	Sept 2012	General Fund	Police	Vision refund J. Thomas-Smith July 2012	(15.77)
14213	9/4/2012	VISION SERVICE PLAN	Sept 2012	General Fund	Police	Vision cobra M. Rubalcava September 2012	10.88
14213 Total							531.37
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	4960/8-22-12TD	General Fund	City Council	2012 Annual Conference & Expo. Mayor B. Widmer	625.00
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	4960/8-22-12TD	General Fund	City Council	2012 Annual Conference & Expo. Vice Mayor E. Lewis	625.00
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	4960/8-22-12TD	General Fund	City Council	GoodReader for iPad Council	4.99
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	4960/8-22-12TD	General Fund	Administration	2012 CalPERS Educational Forum Conference T. DellaSanta	300.00
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5424/8-22-12KR	General Fund	Building	Refund cancellation for Int'l code council membership Bldg	(300.00)
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5424/8-22-12KR	General Fund	Building	(20) Storage Boxes for finaled plans and projects Bldg	70.36
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	Car wash PD July 2012	190.00
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	2431/8-22-12JW	General Fund	Police	DeWalt mobile lock fee PD August 2012	19.95
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	Basic Dispatch Academy training J. Wheaton 10/1-19, 2012	335.00
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	Report writing Law Enforcement trng D. Dunphy 9/24-26, 2012	30.00
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	Critical Incident Stress training A. Gutierrez 8/25/12 -8/26/12	218.00
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	OCSI training J. Yoakum 8/8/12	75.00

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14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	Critical Incident Stress training A. Gutierrez 8/14/12	109.00
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	(1) Stamp - Comm Center PD	20.25
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	(1) Yellow toner Chief's office	133.14
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	(1) Magenta toner Chief's office	133.14
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	(2) Black toner Chief's office	270.60
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	(1) Cyan toner Chief's office	133.14
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	2431/8-22-12JW	General Fund	Police	Storage boxes - evidence PD	75.75
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	General Fund	Police	Alarm sign PD	27.88
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	2431/8-22-12JW	General Fund	Police	Buccal swab caps for DNA testing PD	48.09
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	2431/8-22-12JW	General Fund	Police	Syringe holders for Sharp PD	64.50
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	2431/8-22-12JW	General Fund	Police	Slide scanning photos- case#06-511 PD	81.39
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5408/8-22-12ST	General Fund	DPW-Street Maint.	Safety vest DPW Street Maint.	52.75
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5408/8-22-12ST	General Fund	DPW-Street Maint.	Internet fees - controllers DPW Street Maint	209.20
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5408/8-22-12ST	General Fund	DPW-Park Program	Internet fee HP Park August 2012	67.58
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5408/8-22-12ST	General Fund	DPW-Park Program	(6) Waste bags (case of 3200 bags) DPW Park Program	414.00
14214	9/4/2012	IMPAC. GOVERNMENT SERVICES	5432/8-22-12JF	Worker's Comp Insurance	Non-Dept	Copay ambulance bill on duty injury	50.00
14214 Total							4,083.71
14215	9/12/2012	ACCONTEMPS	36220481	General Fund	Finance	Temp Phonpradith, Noy 8/21/12 - 8/24/12	1,285.76
14215 Total							1,285.76
14216	9/12/2012	AT&T CALNET 2	000003645697	General Fund	Non-Dept	8099 Town Hall main line 7/27/12 - 8/26/12	500.61
14216	9/12/2012	AT&T CALNET 2	000003645695	General Fund	Police	0280 Disaster lines PD 7/27/12 - 8/26/12	217.35
14216	9/12/2012	AT&T CALNET 2	000003645694	General Fund	Police	0686 Alarm line - Police shed 7/27/12 - 8/26/12	16.13
14216	9/12/2012	AT&T CALNET 2	000003629118	General Fund	Police	1953 Circuit# PD to 590 Hamilton 7/20/12 - 8/19/12	97.26

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14216	9/12/2012	AT&T CALNET 2	000003629128	General Fund	Police	6690 Mp police to PD voter 7/20/12 - 8/19/12	66.47
14216	9/12/2012	AT&T CALNET 2	000003629121	General Fund	Police	7360 Circuit data line PD 7/20/12 - 8/19/12	360.52
14216	9/12/2012	AT&T CALNET 2	000003629122	General Fund	Police	6689 Mp fire to PD voter 7/20/12 - 8/19/12	66.47
14216	9/12/2012	AT&T CALNET 2	000003629119	General Fund	Police	8343 83 Ashfield & KCEA radio 7/20/12 - 8/19/12	57.07
14216	9/12/2012	AT&T CALNET 2	000003629124	General Fund	Police	6691 Cal water bear gulch/voter PD 7/20/12 - 8/19/12	76.79
14216	9/12/2012	AT&T CALNET 2	000003629117	General Fund	Police	1053 Teleminder loop line PD 7/20/12 - 8/19/12	84.37
14216	9/12/2012	AT&T CALNET 2	000003629120	General Fund	Police	5840 83 Ashfield to Industrial PD 7/20/12 - 8/19/12	266.37
14216 Total							1,809.41
14217	9/12/2012	COMMUNITY OVERCOMING RELATIONSHIP ABUSE	Ath13-1	General Fund	Police	CORA's Emergency Response Services PD FY 2013	2,358.00
14217 Total							2,358.00
14218	9/12/2012	ENGERG RICK	Aug21-22, 2012	General Fund	Police	Mileage Drivers training update trng R. Enberg 8/21/12 - 8/22/12	57.61
14218 Total							57.61
14219	9/12/2012	MANAGEMENT PARTNERS INC	INV00015	General Fund	Administration	Interim City Clerk Services 8/1/12 - 8/15/12	998.78
14219 Total							998.78
14220	9/12/2012	MCKEITHEN KATHY	August 2012	General Fund	City Council	Telephone call w/J. Dobbie Council	37.92
14220 Total							37.92
14221	9/12/2012	MUNISERVICES LLC	NewcombTree	General Fund		Bus Lic. Newcomb Tree Experts	150.00
14221	9/12/2012	MUNISERVICES LLC	BaezHeating	General Fund		Bus Lic. Baez Heating and Cooling	100.00
14221	9/12/2012	MUNISERVICES LLC	SalcoPainting	General Fund		Bus Lic. Salco Painting Inc.	150.00
14221	9/12/2012	MUNISERVICES LLC	Nino'sHardwood	General Fund		Bus Lic. Nino's Hardwood Floors Inc.	100.00
14221	9/12/2012	MUNISERVICES LLC	KalinnaElectric	General Fund		Bus Lic. Kalinna Electric	100.00
14221	9/12/2012	MUNISERVICES LLC	VATragni	General Fund		Bus Lic. V.A.Tragni Inc.	250.00
14221	9/12/2012	MUNISERVICES LLC	RonnAitken	General Fund		Bus Lic. Ronn Aitken	100.00
14221	9/12/2012	MUNISERVICES LLC	ScorpionConst	General Fund		Bus Lic. Scorpion Construction	150.00
14221	9/12/2012	MUNISERVICES LLC	KeithAdamsCon	General Fund		Bus Lic. Keith Adams Construction	100.00
14221	9/12/2012	MUNISERVICES LLC	LyonsConst	General Fund		Bus Lic. Lyons Construction	150.00
14221	9/12/2012	MUNISERVICES LLC	SouthBayGanite	General Fund		Bus Lic. South Bay Ganite Inc.	150.00
14221 Total							1,500.00
14222	9/12/2012	NOVA PARTNERS, INC.	ATHN1206	Library Fund	Non-Dept	Project Management services Atherton Library June 2012	13,938.81
14222	9/12/2012	NOVA PARTNERS, INC.	ATHRN1207	Library Fund	Non-Dept	Project Management services Atherton Library July 2012	1,822.77
14222 Total							15,761.58

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14223	9/12/2012	PENINSULA MOTORSPORTS	1391	General Fund	Police	Replace clutch plates 2007 Honda ST1300	287.08
14223 Total							287.08
14224	9/12/2012	PENINSULA UNIFORMS & EQUIPMENT	78324	General Fund	Police	(2) Name patch K. Pronske	21.54
14224	9/12/2012	PENINSULA UNIFORMS & EQUIPMENT	78324	General Fund	Police	(4) Shoulder patches K. Pronske	17.32
14224	9/12/2012	PENINSULA UNIFORMS & EQUIPMENT	78324	General Fund	Police	(2) Shirt arms in K. Pronske	21.98
14224	9/12/2012	PENINSULA UNIFORMS & EQUIPMENT	78324	General Fund	Police	(2) Short sleeve shirt K. Pronske	21.98
14224	9/12/2012	PENINSULA UNIFORMS & EQUIPMENT	78324	General Fund	Police	(2) Long sleeve shirt K. Pronske	129.79
14224 Total							212.61
14225	9/12/2012	SAN MATEO CNTY CONTROLLERS OFFICE	August 2012	General Fund		Allocation of parking penalties August 2012	602.70
14225 Total							602.70
14226	9/12/2012	SAN MATEO CNTY SHERIFF'S OFFIC	Sept11-12, 2012	General Fund	Police	Intensive behind the wheel training J. Yoakum 9/11/12 - 9/12/12	450.00
14226 Total							450.00
14227	9/12/2012	SPRINT	130538811-057	General Fund	Police	Mobile data communication PD 7/26/12 - 8/25/12	431.51
14227 Total							431.51
14228	9/12/2012	STANFORD UNIV. PSYCHOLOGY DEPARTMENT	290	General Fund		Refund park dep Inv#290, 9/7/12	250.00
14228 Total							250.00
14229	9/12/2012	SUN RIDGE SYSTEMS INC	Conf991	General Fund	Police	Annual RIMS users conference J. Mattes	475.00
14229 Total							475.00
14230	9/12/2012	VERIZON WIRELESS	1113045405	General Fund	Building	Wireless services Bldg 7/22/12 - 8/21/12	0.34
14230	9/12/2012	VERIZON WIRELESS	1113045405	General Fund	Police	Wireless services PD 7/22/12 - 8/21/12	109.08
14230	9/12/2012	VERIZON WIRELESS	1113045405	General Fund	DPW-Engineering	Wireless services DPW Eng 7/22/12 - 8/21/12	8.68
14230	9/12/2012	VERIZON WIRELESS	1113045405	General Fund	DPW-Street Maint.	Wireless services DPW Street Maint 7/22/12 - 8/21/12	5.69
14230	9/12/2012	VERIZON WIRELESS	1113045405	General Fund	DPW-Park Maint.	Wireless services DPW Park Maint 7/22/12 - 8/21/12	0.17
14230	9/12/2012	VERIZON WIRELESS	1113045405	General Fund	DPW-Park Program	Wireless services DPW Park Prog 7/22/12 - 8/21/12	0.34
14230 Total							124.30
14231	9/12/2012	VONACHEN, LLC	2012-8	General Fund	Administration	Professional services SBWMA Analysis August 2012	1,600.00

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14231	9/12/2012	VONACHEN, LLC	2012-8	General Fund	Non-Dept	Professional services fee study/Cost plan August 2012	1,350.00
14231 Total							2,950.00
14232	9/12/2012	VOYAGER FLEET SYSTEMS INC.	869016477208	General Fund	Police	Motorcycle fuel PD July-Aug 2012	118.25
14232 Total							118.25
14233	9/12/2012	WEIR MARY	285	General Fund		Refund park dep Inv#285, 9/8/12	900.00
14233 Total							900.00
14234	9/12/2012	WILLIAMS SCOTSMAN, INC	96560932	General Fund	Police	Trailer rental PD 8/29/12 - 9/28/12	680.99
14234 Total							680.99
14235	9/12/2012	WITMER-TYSON IMPORTS INC	T9399	General Fund	Police	Monthly K-9 maintenance training August 2012	500.00
14235	9/12/2012	WITMER-TYSON IMPORTS INC	T9399	General Fund	Police	Dog boarding- Karli August 2012	120.00
14235	9/12/2012	WITMER-TYSON IMPORTS INC	T9399	General Fund	Police	Dog bathing- Karli August 2012	45.00
14235	9/12/2012	WITMER-TYSON IMPORTS INC	T9399	General Fund	Police	Dog walking- Karli August 2012	20.00
14235	9/12/2012	WITMER-TYSON IMPORTS INC	T9399	General Fund	Police	Dog foods August 2012	119.08
14235	9/12/2012	WITMER-TYSON IMPORTS INC	T9399	General Fund	Police	Dog boarding -Rex August 2012	180.00
14235	9/12/2012	WITMER-TYSON IMPORTS INC	T9399	General Fund	Police	Dog walking -Rex August 2012	35.00
14235 Total							1,019.08
14236	9/12/2012	ABAG	01PREM12.13	General Liability Fund	Non-Dept	General Liability Coverage FY2012-2013	81,024.00
14236	9/12/2012	ABAG	01PREM12.13	General Liability Fund	Non-Dept	Excess Liability Insurance FY2012-2013	5,504.00
14236	9/12/2012	ABAG	01PREM12.13	General Liability Fund	Non-Dept	Public Official Bond FY2012-2013	797.00
14236	9/12/2012	ABAG	01PREM12.13	General Liability Fund	Non-Dept	Administrative Premium FY2012-2013	78,890.00
14236	9/12/2012	ABAG	01PREM12.13	General Fund	Non-Dept	Property Premium FY2012-2013	5,974.00
14236 Total							172,189.00
14237	9/18/2012	ABAG POWER PURCHASING POOL	8004911	General Fund	Administration	91 Ashfield - admin 7/25/12 - 8/22/12	21.97
14237	9/18/2012	ABAG POWER PURCHASING POOL	8004911	General Fund	Planning	Station Lane/Town Hall 7/25/12 - 8/22/12	8.24
14237	9/18/2012	ABAG POWER PURCHASING POOL	8004911	General Fund	Building	Station Lane/Town Hall 7/25/12 - 8/22/12	49.45
14237	9/18/2012	ABAG POWER PURCHASING POOL	8004911	General Fund	Police	91 Ashfield - PD 7/25/12 - 8/22/12	37.41
14237	9/18/2012	ABAG POWER PURCHASING POOL	8004911	General Fund	DPW-Engineering	Station Lane/Town Hall 7/25/12 - 8/22/12	24.73

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14237	9/18/2012	ABAG POWER PURCHASING POOL	8004911	General Fund	DPW-Street Maint.	99 Dinkenspiel Corp Off/Storage 7/25/12 - 8/22/12	82.45
14237	9/18/2012	ABAG POWER PURCHASING POOL	8004911	General Fund	DPW-Park Maint.	160 Watkins (CM House) 7/26/12 - 8/23/12	31.34
14237	9/18/2012	ABAG POWER PURCHASING POOL	8004911	General Fund	DPW-Park Program	150 Watkins HP Activities 7/26/12 - 8/23/12	78.70
14237	9/18/2012	ABAG POWER PURCHASING POOL	8004911	General Fund	DPW-Park Program	150 Watkins Town of Atherton 7/26/12 - 8/23/12	40.20
14237	9/18/2012	ABAG POWER PURCHASING POOL	8004911	Library Fund	Non-Dept	Library/Dinkenspiel/Sta Ln 7/25/12 - 8/22/12	45.51
14237 Total							420.00
14238	9/18/2012	ACCOMTEMPS	36269881	General Fund	Finance	Temp Phonpradith, Noy 8/27/12 - 8/31/12	1,607.20
14238	9/18/2012	ACCOMTEMPS	36312722	General Fund	Finance	Temp Phonpradith, Noy 9/4/12 - 9/6/12	964.32
14238 Total							2,571.52
14239	9/18/2012	AT&T CALNET 2	000003658222	General Fund	Non-Dept	4866 Fax credit card Post office 8/1/12 - 8/31/12	0.31
14239	9/18/2012	AT&T CALNET 2	000003661023	General Fund	Non-Dept	4866 Fax credit card Post office 8/1/12 - 8/31/12	15.84
14239	9/18/2012	AT&T CALNET 2	000003645696	General Fund	Non-Dept	0600 PBX switch board line 7/27/12 - 8/26/12	114.25
14239	9/18/2012	AT&T CALNET 2	000003658219	General Fund	Police	5396 ESL service line PD 8/1/12 - 8/31/12	66.14
14239 Total							196.54
14240	9/18/2012	BONNEVIE NICOLE	Sept10, 2012	General Fund	Police	Mileage Domestic Violence Dispatchers trng N. Bonnevie 9/10/12	20.90
14240	9/18/2012	BONNEVIE NICOLE	Sept10, 2012	General Fund	Police	Lunch Domestic Violence Dispatchers trng N. Bonnevie 9/10/12	12.05
14240 Total							32.95
14241	9/18/2012	CA EMPLOYMENT DEV DEPT (UI)	L1467847040	Employee Benefits Funds	Building	UI benefit charge K. Cittadini 4/1/12 - 6/30/12	1,350.00
14241	9/18/2012	CA EMPLOYMENT DEV DEPT (UI)	L1467847040	Employee Benefits Funds	Police	UI benefit charge P. Oshea 4/1/12 - 6/30/12	962.00
14241	9/18/2012	CA EMPLOYMENT DEV DEPT (UI)	L1467847040	Employee Benefits Funds	DPW-Street Maint.	UI benefit charge H. Lopez 4/1/12 - 6/30/12	707.00
14241	9/18/2012	CA EMPLOYMENT DEV DEPT (UI)	L1467847040	Employee Benefits Funds	DPW-Building Maint.	UI benefit charge M. Anderson 4/1/12 - 6/30/12	4,050.00
14241	9/18/2012	CA EMPLOYMENT DEV DEPT (UI)	L1467847040	Employee Benefits Funds	DPW-Park Program	UI benefit charge P. Lomber 4/1/12 - 6/30/12	2,425.00
14241	9/18/2012	CA EMPLOYMENT DEV DEPT (UI)	L1467847040	Employee Benefits Funds	DPW-Park Program	UI benefit charge P. Gaeta 4/1/12 - 6/30/12	2,758.00
14241	9/18/2012	CA EMPLOYMENT DEV DEPT (UI)	L1467847040	Employee Benefits Funds	DPW-Park Program	UI benefit charge V. Valencia 4/1/12 - 6/30/12	(53.00)

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14241 Total							12,199.00
14242	9/18/2012	CAL WATER SERVICE	90069321/812A	General Fund	DPW-Street Maint.	Station Ln 8/3/12 - 9/5/12	126.74
14242	9/18/2012	CAL WATER SERVICE	9293092658/812	General Fund	DPW-Street Maint.	99 Ashfield 8/3/12 - 9/5/12	54.73
14242 Total							181.47
14243	9/18/2012	CENTRAL MAINTENANCE COMPANY	3152-0912	General Fund	DPW-Park Maint.	Monthly Janitorial Services Park Sept 2012	560.00
14243	9/18/2012	CENTRAL MAINTENANCE COMPANY	3152-0912	General Fund	DPW-Building Maint.	Monthly Janitorial Services Facilities Sept 2012	1,152.85
14243	9/18/2012	CENTRAL MAINTENANCE COMPANY	3152-0912	Library Fund	Non-Dept	Monthly Janitorial Services Library Sept 2012	342.00
14243 Total							2,054.85
14244	9/18/2012	CITY OF REDWOOD CITY	BR27715	General Fund	Non-Dept	(20.8) hrs IT support services for July & August 2012	2,988.34
14244 Total							2,988.34
14245	9/18/2012	CONTRACT SWEEPING SERVICES	INV120001254	General Fund	DPW-Street Maint.	Monthly sweeping service August 2012	992.70
14245 Total							992.70
14246	9/18/2012	CSG CONSULTANTS INC	022847	General Fund	Building	Code enforcement services 7/28/12 - 8/31/12	6,386.00
14246 Total							6,386.00
14247	9/18/2012	DUNBAR ARMORED INC	3113792	General Fund	Finance	Armored car monthly service fee Sept 2012	100.00
14247	9/18/2012	DUNBAR ARMORED INC	3113792	General Fund	Finance	Armored car monthly fuel surcharge fee Sept 2012	15.95
14247	9/18/2012	DUNBAR ARMORED INC	3113792	General Fund	Non-Dept	Armored car monthly maintenance fee Sept 2012	10.66
14247 Total							126.61
14248	9/18/2012	GRAINGER INC	9919044694	General Fund	DPW-Engineering	(2) Compaction testing equipment Tyler & Huynh	54.78
14248 Total							54.78
14249	9/18/2012	HALF MOON BAY GRADING & PAVING INC.	4601	Gas Tax		10% Retention- 2012 Spring patching project	4,695.44
14249	9/18/2012	HALF MOON BAY GRADING & PAVING INC.	4601	Gas Tax		10% Retention- 2012 Spring patching project	9,020.56
14249 Total							13,716.00
14250	9/18/2012	INTERWEST CONSULTING GROUP, INC	13203	General Fund	Building	Inspection services for permits issued prior 8/22/12	4,920.00
14250	9/18/2012	INTERWEST CONSULTING GROUP, INC	13203	General Fund	Building	58% Total collected fee for August 2012	66,762.11
14250	9/18/2012	INTERWEST CONSULTING GROUP, INC	13202	General Fund	DPW-Engineering	Interim Public Works Director August 2012	14,500.00

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Checks by Date - Detail by Check Number							
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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14250 Total							86,182.11
14251	9/18/2012	IVY AND PEARLS FOUNDATION	259	General Fund		Refund park dep Inv#259, 9/15/12	800.00
14251 Total							800.00
14252	9/18/2012	J & N PRINTING	10334	General Fund	Building	(250) 8.5x11 Inspection record cards Bldg	60.62
14252 Total							60.62
14253	9/18/2012	JARVIS, FAY, DOPORTO & GIBSON, LLP	4911	General Fund	City Attorney	Legal services regarding mediation Fletcher-Ridgeview project	1,236.66
14253 Total							1,236.66
14254	9/18/2012	KIELTY KEVIN R.	2413	General Fund	Planning	Contract Arborist Services- 23% Planning August 2012	2,242.50
14254	9/18/2012	KIELTY KEVIN R.	2413	General Fund	Building	Contract Arborist Service - 77% Bldg August 2012	7,507.50
14254 Total							9,750.00
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Dinner SLI session #4 trng A. Kockler 9/9/12	11.11
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Breakfast SLI session #4 trng A. Kockler 9/10/12	10.57
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Lunch SLI session #4 trng A. Kockler 9/10/12	12.66
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Dinner SLI session #4 trng A. Kockler 9/10/12	8.39
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Breakfast SLI session #4 trng A. Kockler 9/11/12	10.57
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Lunch SLI session #4 trng A. Kockler 9/11/12	14.67
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Dinner SLI session #4 trng A. Kockler 9/11/12	21.12
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Breakfast SLI session #4 trng A. Kockler 9/12/12	10.57
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Lunch SLI session #4 trng A. Kockler 9/12/12	14.67
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Dinner SLI session #4 trng A. Kockler 9/12/12	14.29
14255	9/18/2012	KOCKLER ANTHONY	Sept10-12, 2012	General Fund	Police	Parking fee SLI session #4 trng A. Kockler 9/19 - 9/12/12	60.00
14255 Total							188.62
14256	9/18/2012	MAZE & ASSOCIATES	3789	General Fund	Finance	Basic Financial Stmt & Memo on Internal Control Report FY 2012	337.50
14256 Total							337.50

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Checks by Date - Detail by Check Number							
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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14257	9/18/2012	NATIONAL DATA & SURVEYING SERVICES	12-7349	General Fund	DPW-Engineering	(4) Radar speed surveys at Alejandra, Fair Oaks, James, Walsh	270.00
14257	9/18/2012	NATIONAL DATA & SURVEYING SERVICES	12-7119	General Fund	DPW-Engineering	(48) hrs Machine counts w/speed & volume at Palmer & San Benito	450.00
14257 Total							720.00
14258	9/18/2012	O'SHEA PRISCELLA	Aug 15, 2012	General Fund	Police	Mileage Advanced Dispatcher update trng P. O'Shea 8/15/12	21.06
14258	9/18/2012	O'SHEA PRISCELLA	Aug 15, 2012	General Fund	Police	Lunch Advanced Dispatcher update trng P. O'Shea 8/15/12	15.06
14258 Total							36.12
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Administration	(1) ca Copier paper Admin	42.59
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Administration	(2) bx Rubberband Admin	6.50
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Administration	(1) ea Blue ink for stamp Admin	4.58
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(5) st Index tab Admin	8.88
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(5) st Index tab Admin	8.82
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(10) bx Paper clips Admin	4.55
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(10) bx Paper clips Admin	12.99
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(4) ca Copier paper Admin	170.39
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(1) bx Packing tape Admin	52.39
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(4) bx Medium clip Admin	1.00
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(4) bx Mini clip Admin	3.16
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(2) ea Receipt book Admin	10.80
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(1) bx folder Admin	5.61
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Administration	(1) pk 8.5x11 Note pad Admin	8.03
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Finance	(1) ea HP cartridge Finance	63.43
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Finance	(5) bx Small clip Finance	0.49
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Finance	(1) bx folder Finance	5.61
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Planning	(1) bx File folder Planning	24.31
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Planning	(1) pk white fluid Planning	2.91
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Planning	(1) pk Glue stick Planning	2.94
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Planning	(1) ea HP cartridge Planning	63.43
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Planning	(1) pk Pen Planning	4.05
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Planning	(1) dz 8.5x11 Note pad Planning	5.33
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Building	(1) ea 46x60 Chairmat hardfloor Bldg	43.00
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Building	(2) ca Copier paper Bldg	85.19
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Building	(1) pk Refill black ink Bldg	3.02
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Building	(1) pk Refill red ink Bldg	3.02
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Building	(1) ea Roll on ink for stamp Bldg	3.16
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) pk 8.5x11 Note pad Bldg	8.03
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) bk Label Bldg	20.48
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) ea 46x60 chairmat hardfloor Bldg	43.00

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Checks by Date - Detail by Check Number							
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14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(3) pk Correction tape Bldg	21.63
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) dz Highlighter Bldg	7.03
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) ea HP cartridge Bldg	146.72
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) dz Black Marker Bldg	8.71
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) dz Red Marker Bldg	8.71
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) pk 8.5x11 Note pad Bldg	12.61
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) dz Pen Bldg	13.34
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) dz Uniball Pen Bldg	15.56
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Building	(1) dz Pen Bldg	20.54
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Police	(1) ca Copier paper PD	42.59
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Police	(5) bx 1qt Zip bag PD	20.73
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Police	(5) bx 1 gal Zip bag PD	27.77
14259	9/18/2012	OFFICE DEPOT	623252635001	General Fund	Police	(2) dz Note pad PD	22.06
14259	9/18/2012	OFFICE DEPOT	622615344001	General Fund	Police	(1) pk Tape PD	23.92
14259 Total							1,113.61
14260	9/18/2012	OLYMPIC PAINTING	200176	General Fund		10% Retention -Painting Carriage & CM house	(3,150.00)
14260	9/18/2012	OLYMPIC PAINTING	200176	General Fund	DPW-Park Maint.	Painting Carriage & CM house	31,500.00
14260 Total							28,350.00
14261	9/18/2012	PACIFIC TELEMAGEMENT SERVICES	436470	General Fund	Non-Dept	Payphone equip monthly fee HP Park Sept 2012	78.00
14261 Total							78.00
14262	9/18/2012	PG & E	5678831050/812	General Fund	Administration	Ashfield/Town Hall 7/25/12 - 8/28/12	680.79
14262	9/18/2012	PG & E	5678831261/812	General Fund	Planning	Station Lane 7/31/12 - 8/28/12	14.39
14262	9/18/2012	PG & E	5678831261/812	General Fund	Building	Station Lane 7/31/12 - 8/28/12	86.30
14262	9/18/2012	PG & E	5678831261/812	General Fund	DPW-Engineering	Station Lane 7/31/12 - 8/28/12	43.15
14262	9/18/2012	PG & E	5678831025/812	General Fund	DPW-Street Maint.	Signal-Middlefield/Oak Grove 7/26/12 - 8/23/12	39.79
14262	9/18/2012	PG & E	5678831015/812	General Fund	DPW-Street Maint.	Signal E/S Middlefield 7/26/12 - 8/23/12	48.84
14262	9/18/2012	PG & E	5678831020/812	General Fund	DPW-Street Maint.	Signal-Marsh/Middlefield 7/26/12 - 8/23/12	9.53
14262	9/18/2012	PG & E	5678831002e/812	General Fund	DPW-Street Maint.	Street Lights 8/1/12 - 8/29/12	4,063.21
14262	9/18/2012	PG & E	5678831040/812	General Fund	DPW-Park Maint.	Pump 150 Watkins 7/26/12 - 8/23/12	666.44
14262	9/18/2012	PG & E	5678831189/812	General Fund	DPW-Park Program	Modular Building 150 Watkins 7/31/12 - 8/28/12	342.95
14262	9/18/2012	PG & E	5678831260/812	General Fund	DPW-Park Program	Activity Bldg 150 Watkins 7/31/12 - 8/28/12	285.53
14262 Total							6,280.92
14263	9/18/2012	PURCHASE POWER	38852315/812	General Fund	Non-Dept	Postage meter refill 8/10/12	2,000.00
14263	9/18/2012	PURCHASE POWER	38852315/812	General Fund	Non-Dept	Postage meter refill tran fee 8/10/12	19.99
14263 Total							2,019.99

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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14264	9/18/2012	RECALL SECURE DESTRUCTION SERV	2303012323	General Fund	Police	Shred document services PD 7/27/12	41.45
14264	9/18/2012	RECALL SECURE DESTRUCTION SERV	2303012323	General Fund	Police	Shred document services PD 8/10/12	41.45
14264 Total							82.90
14265	9/18/2012	RENNE SLOAN HOLTZMAN SAKAI LLP	21371	General Fund	Administration	2012 Unrepresented employees-labor resolution Aug 2012	707.07
14265 Total							707.07
14266	9/18/2012	SAN MATEO CNTY FORENSIC LAB	CL03382	General Fund	Police	(1) hr RCFL cost allocation PD	45.43
14266 Total							45.43
14267	9/18/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11208	General Fund	Police	Microwave micro channel August 2012	152.00
14267	9/18/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11208	General Fund	Police	MessageSwitch lines August 2012	1,154.08
14267 Total							1,306.08
14268	9/18/2012	SAN MATEO CNTY SHERIFF'S OFFIC	Nov6-7, 2012	General Fund	Police	Intensive behind the wheel trng K. Pronske 11/6- 11/7/12	450.00
14268 Total							450.00
14269	9/18/2012	SAN MATEO REGIONAL NETWORK INC	20312	General Fund	Police	Network monthly access fee T-1 service Sept 2012	385.00
14269 Total							385.00
14270	9/18/2012	STANFORD CAREER DEVELOPMENT CENTER	284	General Fund		Refund park dep Inv#284, 9/13/12	250.00
14270 Total							250.00
14271	9/18/2012	STARVISTA	2098	General Fund	Police	Contribution to First Chance program 7/1/12 - 12/31/12	2,771.50
14271 Total							2,771.50
14272	9/18/2012	STATE OF CA DEPT OF INDUSTRIAL RELATIONS	E1035652SJ	General Fund	DPW-Park Maint.	Elevator license inspection HP Park	125.00
14272 Total							125.00
14273	9/18/2012	TELECOMMUNICATIONS ENGINEERING	42046	General Fund	Police	Facilities mgmt & maint for public safety comm center	934.00
14273	9/18/2012	TELECOMMUNICATIONS ENGINEERING	42046	General Fund	Police	Facilities mgmt & maint for public safety comm center	292.00
14273 Total							1,226.00
14274	9/18/2012	TURBO DATA SYSTEMS INC	19302	General Fund	Police	Citation processing PD August 2012	99.79
14274 Total							99.79
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Labels for Postcards Art Exhibit & Reception 9/7/12	55.00

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Checks by Date - Detail by Check Number							
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Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	(2500) Postcards mail to residents Art Exhibit & Reception 9/7/1	382.12
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Temp help for Art Exhibit & Reception 9/7/12	240.00
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Temp help for Art Exhibit & Reception 9/7/12	240.00
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Tablecloths rental for Art Exhibit & Reception 9/7/12	378.90
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Foods trays for Art Exhibit & Reception 9/7/12	267.90
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Foods trays for Art Exhibit & Reception 9/7/12	104.97
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Snacks for Art Exhibit & Reception 9/7/12	6.78
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Snacks for Art Exhibit & Reception 9/7/12	18.27
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Light bulbs for Art Exhibit & Reception 9/7/12	32.46
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Doilies for food tray Art Exhibit & Reception 9/7/12	2.15
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Envelopes to mail pkg Art Exhibit & Reception 9/7/12	4.18
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Supplies for art demonstration Art Exhibit & Reception 9/7/12	22.49
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Fruits for Art Exhibit & Reception 9/7/12	35.31
14275	9/18/2012	ULLMAN BETTY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Postage for mailing postcards Art Exhibit & Reception 9/7/12	8.60
14275 Total							1,799.13
14276	9/18/2012	US BANCORP EQUIPMENT FINANCE INC.	210802252	General Fund	Police	Lease Sharp MXM283N copier PD 8/25/12 - 9/25/12	237.18
14276 Total							237.18
14277	9/18/2012	WIDMER BILL	Sept 5-7,2012	General Fund	City Council	Airfare League of CA Cities conference 9/5/12 - 9/7/12	127.60
14277	9/18/2012	WIDMER BILL	Sept 5-7,2012	General Fund	City Council	Lodging League of CA Cities conference 9/5/12 - 9/7/12	389.66
14277	9/18/2012	WIDMER BILL	Sept 5-7,2012	General Fund	City Council	Taxi to hotel League of CA Cities conference 9/5/12 - 9/7/12	22.00
14277	9/18/2012	WIDMER BILL	Sept 5-7,2012	General Fund	City Council	Taxi to airport League of CA Cities conference 9/5/12 - 9/7/12	20.00
14277	9/18/2012	WIDMER BILL	Sept 5-7,2012	General Fund	City Council	Parking fee League of CA Cities conference 9/5/12 - 9/7/12	40.23
14277	9/18/2012	WIDMER BILL	Sept 5-7,2012	General Fund	City Council	Spouse registration League of CA Cities conf 9/5/12 - 9/7/12	(100.00)

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14277 Total							499.49
14278	9/18/2012	WILSON MARJORY	ArtExhibit-9/7	Evan Creative Design	Non-Dept	Supplies(napkins, paper towels, plates) Art Exhibit 9/7/12	58.90
14278 Total							58.90
14279	9/25/2012	A-A LOCK & ALARM INC	18335	General Fund	Police	High security key PD	12.18
14279	9/25/2012	A-A LOCK & ALARM INC	229661	General Fund	Police	Remove & replace lock on the locker room door PD	189.03
14279 Total							201.21
14280	9/25/2012	A2Z BUSINESS SYSTEMS	024945	General Fund	Planning	Sharp 4CS400 copier maint services 9/17/12 - 12/17/12 Planning	90.00
14280	9/25/2012	A2Z BUSINESS SYSTEMS	024945	General Fund	Building	Sharp 4CS400 copier maint services 9/17/12 - 12/17/12 Bldg	90.00
14280	9/25/2012	A2Z BUSINESS SYSTEMS	024945	General Fund	DPW-Engineering	Sharp 4CS400 copier maint services 9/17/12 - 12/17/12 DPW	90.00
14280 Total							270.00
14281	9/25/2012	ACCOUNTEMPS	36364218	General Fund	Finance	Temp Phonpradith, Noy 9/10/12 - 9/13/12	1,285.76
14281 Total							1,285.76
14282	9/25/2012	ADVANTAGE: PRINT, MARKETING AND MORE	47192	General Fund	Police	(500) Business cards Chief Flint PD	175.54
14282	9/25/2012	ADVANTAGE: PRINT, MARKETING AND MORE	47192	General Fund	Police	(250) Business cards A. Barron PD	55.79
14282	9/25/2012	ADVANTAGE: PRINT, MARKETING AND MORE	47192	General Fund	Police	(250) Business cards J. Frew PD	55.78
14282 Total							287.11
14283	9/25/2012	AT&T CALNET 2	000003680996	General Fund	Police	3220 Fax Admin PD 8/10/12 - 9/9/12	16.23
14283	9/25/2012	AT&T CALNET 2	000003680992	General Fund	Police	6131 Emergency line PD 8/10/12 - 9/9/12	106.05
14283	9/25/2012	AT&T CALNET 2	000003680998	General Fund	Police	6500 Main line PD 8/10/12 - 9/9/12	508.54
14283	9/25/2012	AT&T CALNET 2	000003680997	General Fund	Police	9743 Direct connect fax line PD 8/10/12 - 9/9/12	16.56
14283	9/25/2012	AT&T CALNET 2	000003680994	General Fund	Police	7653 Fax request service PD 8/10/12 - 9/9/12	14.96
14283	9/25/2012	AT&T CALNET 2	000003680995	General Fund	Police	2801 Trailer PD 8/10/12 - 9/9/12	155.85
14283	9/25/2012	AT&T CALNET 2	000003680359	General Fund	Police	9297 Dinkelspiel alarm line PD 8/10/12 - 9/9/12	16.22
14283	9/25/2012	AT&T CALNET 2	000003682524	General Fund	Police	1804 Dispatch fax PD 8/10/12 - 9/9/12	15.81
14283	9/25/2012	AT&T CALNET 2	000003680993	General Fund	Police	6452 Voice print-911 PD 8/10/12 - 9/9/12	16.21
14283	9/25/2012	AT&T CALNET 2	000003683992	General Fund	DPW-Street Maint.	1470 PW Corp yard 8/11/12 - 9/10/12	23.28
14283 Total							889.71
14284	9/25/2012	AV INTEGRATORS, INC.	1599	General Fund	City Council	Audio system: PPA, remote antenna kit Council	1,875.65
14284 Total							1,875.65

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14285	9/25/2012	BOB MURRAY & ASSOCIATES	4842	General Fund	Administration	Professional service for CM position	2,029.87
14285 Total							2,029.87
14286	9/25/2012	CITY OF REDWOOD CITY	BR27760	General Fund	Police	Vehicle repair/Maint services PD 7/15/12 - 8/15/12	1,849.18
14286 Total							1,849.18
14287	9/25/2012	CITY OF REDWOOD CITY	BR27798	General Fund	Police	Fuel charge PD 7/15/12 - 8/15/12	3,408.81
14287	9/25/2012	CITY OF REDWOOD CITY	BR27798	General Fund	DPW-Street Maint.	Fuel charge DPW 7/15/12 - 8/15/12	172.49
14287 Total							3,581.30
14288	9/25/2012	COMCAST	0122498/912	General Fund	Non-Dept	High speed internet 9/21/12 - 10/20/12	209.90
14288 Total							209.90
14289	9/25/2012	EXACT BUILDERS	BP12-00483	General Fund		Refund Temp power permit (duplicate payment)	100.00
14289 Total							100.00
14290	9/25/2012	FITZGERALD CONSTRUCTION	APW12-00035	General Fund		Refund road bond dep APW12-00035, 102 Catalpa Dr.	2,500.00
14290 Total							2,500.00
14291	9/25/2012	HARRIS COMPUTER CORPORATION	MN003169	General Fund	Finance	Wintergrade license fee 10/1/12 - 12/31/12	426.00
14291 Total							426.00
14292	9/25/2012	KREFELD'S AWARDS, INC	23326	General Fund	Police	(2) Plates engraved for emp board A.Barron & C. Pettit PD	32.48
14292 Total							32.48
14293	9/25/2012	LIEBERT CASSIDY WHITMORE	155473	General Fund	Administration	Professional services regarding personnel issue August 2012	270.00
14293 Total							270.00
14294	9/25/2012	MANAGEMENT PARTNERS INC	INV00039	General Fund	Administration	Interim City Clerk Services 8/16/12 - 8/31/12	1,001.22
14294	9/25/2012	MANAGEMENT PARTNERS INC	INV00039	General Fund	Administration	Interim City Clerk Services 8/16/12 - 8/31/12	344.63
14294 Total							1,345.85
14295	9/25/2012	MUNISERVICES LLC	RooterHero	General Fund		Bus Lic. Rooter Hero Plumbing	250.00
14295	9/25/2012	MUNISERVICES LLC	EvolutionConst	General Fund		Bus Lic. Evolution Construction Inc.	150.00
14295	9/25/2012	MUNISERVICES LLC	SkyPowerSystems	General Fund		Bus Lic. Sky Power Systems	250.00
14295 Total							650.00
14296	9/25/2012	PAN JUN	Sept12-14, 2012	General Fund	Finance	Mileage Intermediate Accting GASB trng 9/12/12 - 9/14/12	106.81
14296	9/25/2012	PAN JUN	Sept12-14, 2012	General Fund	Finance	Lodging Intermediate Accting GASB trng 9/12/12 - 9/14/12	262.00
14296	9/25/2012	PAN JUN	Sept12-14, 2012	General Fund	Finance	Meal Intermediate Accting GASB trng 9/12/12	17.24

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of September 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14296	9/25/2012	PAN JUN	Sept12-14, 2012	General Fund	Finance	Meal Intermediate Accting GASB trng 9/13/12	5.93
14296	9/25/2012	PAN JUN	Sept12-14, 2012	General Fund	Finance	Toll Intermediate Accting GASB trng 9/12/12	5.00
14296 Total							396.98
14297	9/25/2012	SATULOVSKY CLAUDIA	282	General Fund		Refund park dep Inv#282, 9/21/12	1,000.00
14297 Total							1,000.00
14298	9/25/2012	STANFORD UNIVERSITY	273	General Fund		Refund park dep Inv#273, 9/21/12	250.00
14298 Total							250.00
14299	9/25/2012	STEINHART JOHN	261	General Fund		Refund park dep Inv#261, 9/23/12	250.00
14299 Total							250.00
14300	9/25/2012	TOO MUCH FUN CLUB, INC.	291	General Fund		Refund park dep Inv#291, 9/22/12	250.00
14300 Total							250.00
14301	9/25/2012	TULLY TIM & JENNIFER	APW12-00111	General Fund		Refund road bond dep APW12-00111, 317 Walsh Rd	2,500.00
14301 Total							2,500.00
14302	9/25/2012	US HEALTHWORKS MEDICAL GROUP P	2155786-CA	General Fund	Police	Physical exam Mgmt level 4 PD	232.00
14302 Total							232.00
14303	9/25/2012	VONACHEN, LLC	2012-9	General Fund	Administration	Professional services SBWMA Analysis Sept 2012	3,650.00
14303	9/25/2012	VONACHEN, LLC	2012-9	General Fund	Non-Dept	Professional services Fee study/Cost plan Sept 2012	3,400.00
14303 Total							7,050.00
Grand Total							822,520.66



CITY COUNCIL STAFF REPORT

Town of Atherton

TO: FINANCE COMMITTEE

FROM: ROBERT BARRON, FINANCE DIRECTOR

DATE: FOR THE MEETING OF OCTOBER 17, 2012

SUBJECT: ACCEPT THE RECOMMENDATION OF THE FINANCE COMMITTEE TO APPROVE THE STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2012-13

RECOMMENDATION

Review and recommend approval of the Statement of Investment Policy for FY 2012-13. The Finance Committee agreed with the Investment policy with recommendation of maintaining minimum investment requirement on investing in AAA for Medium Term Notes and the City to have discretion to make a decision to sell or hold securities that may have been downgraded below the minimum ratings level described herein policy.

DISCUSSION

The Town of Atherton is required under the California Government Code to have an annual investment policy. Cutwater reviewed the adopted FY 2011-2012 Statement of Investment Policy and is recommending no significant changes to the policy except for improvements to the corporate notes section of which Finance Committee suggests we stay with AAA ratings. As outlined above the Finance Committee accepts the presented Investment policy.

FISCAL IMPACT

None

Prepared by:

Approved by:

Debra Auker, Interim Finance Director
Robert Barron III, Finance Director

Theresa DellaSanta, Interim City Manager

Attachment: Statement of Investment Policy (redline)



Town of Atherton

Statement of Investment Policy

The City Council of the Town of Atherton (the Town) has adopted this Investment Policy (the Policy) in order to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the funds of the Town. All Town funds will be invested in accordance with this Policy and with applicable sections of the California Government Code.

This Investment Policy was endorsed and adopted by the City Council on October 17, 2012. It replaces any previous investment policy or investment procedures of the Town.

SCOPE

The provisions of this Policy shall apply to all financial assets of the Town as accounted for in the Town's Comprehensive Annual Financial Report.

All cash shall be pooled for investment purposes. The investment income derived from the pooled investment account shall be allocated to the contributing funds based upon the proportion of the respective average balances relative to the total pooled balance. Investment income shall be distributed to the individual funds not less than annually.

OBJECTIVES

The Town's funds shall be invested in accordance with all applicable Town codes and resolutions, California statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

1. Preservation of capital and protection of investment principal.
2. Maintenance of sufficient liquidity to meet anticipated cash flows.
3. Attainment of a market rate of return.
4. Diversification to avoid incurring unreasonable market risks.

DELEGATION OF AUTHORITY

The management responsibility for the Town's investment program is delegated annually by the City Council to the Treasurer, as provided for in California Government Code Section 53607. The Town's City Manager serves as the Treasurer shall work in conjunction with the Finance Director to conduct investment transactions and to manage the operation of the investment portfolio. No person may engage in an investment transaction except as expressly provided under the terms of this Policy.

The City Manager or designee shall develop administrative procedures and internal controls, consistent with this Policy, for the operation of the Town's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the Town.

The Town may engage the support services of outside investment advisors with respect to its investment program, so long as it can be demonstrated that these services produce a net financial advantage or necessary financial protection of the Town's financial resources.

PRUDENCE

The standard of prudence to be used for managing the Town's investment program is California Government Code Section 53600.3, the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The Town's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The Town recognizes that no investment is totally without risk and that the investment activities of the Town are a matter of public record. Accordingly, the Town recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the Town.

The City Manager or designee and authorized investment personnel acting in accordance with established procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion to the City Council and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the Town's investment program or could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Employees and investment officials shall subordinate their personal investment transactions to those of the Town. In addition, Town City Council members, the City Manager, and the Finance Director shall file a Statement of Economic Interests each year as required by California Government Code Section 87203 and regulations of the Fair Political Practices Commission.

AUTHORIZED SECURITIES AND TRANSACTIONS

All investments and deposits of the Town shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686. Any revisions or extensions of these code sections will be assumed to be part of this Policy immediately upon being enacted.

The Town has further restricted the eligible types of securities and transactions as follows:

1. United States Treasury bills, notes or bonds with a final maturity not exceeding five years from the date of trade settlement.
2. Federal Instrumentality (government sponsored enterprise) debentures, discount notes, callable and step-up securities, with a final maturity not exceeding five years from the date of trade settlement.
3. Medium-Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated at least AAA or the equivalent by a nationally recognized statistical rating organization (NRSRO). The aggregate investment in medium-term notes shall not exceed 30% of the Town's total portfolio. In addition, AAA rated FDIC guaranteed corporate bonds are herein authorized, within the aforementioned diversification and maturity requirements.
4. Prime Commercial Paper with a maturity not exceeding 270 days from the date of trade settlement with the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:
 - A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of \$500,000,000 and (3) have debt other than commercial paper, if any, that is rated at least A or the equivalent by a NRSRO.
 - B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program-wide credit enhancements, including, but not limited to, over collateralization,

letters of credit or surety bond and (3) have commercial paper that is rated at least A-1 or the equivalent by a NRSRO.

No more than 5% of the Town's total portfolio shall be invested in the commercial paper of any one issuer, and the aggregate investment in commercial paper shall not exceed 25% of the Town's total portfolio.

5. Repurchase Agreements with a final termination date not exceeding 30 days collateralized by U.S. Treasury obligations or Federal Instrumentality securities listed in items 1 and 2 above with the maturity of the collateral not exceeding ten years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of the Town's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall be held in the Town's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

Repurchase Agreements shall be entered into only with broker/dealers and who are recognized as Primary Dealers with the Federal Reserve Bank of New York, or with firms that have a Primary Dealer within their holding company structure. Primary Dealers approved as Repurchase Agreement counterparties shall have a short-term credit rating of at least A-1 or the equivalent and a long-term credit rating of at least A or the equivalent. Repurchase agreement counterparties shall execute a Town approved Master Repurchase Agreement with the Town. The City Manager or designee shall maintain a copy of the Town's approved Master Repurchase Agreement and a list of the broker/dealers who have executed same.

6. State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1. The aggregate investment in the pool shall not exceed 50% of the Town's total portfolio.
7. Money Market Funds registered under the Investment Company Act of 1940 that (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant net asset value per share of \$1.00; (3) invest only in the securities and obligations authorized in the applicable California statutes and (4) have a rating of at least AAAM or the equivalent by at least two NRSROs. The aggregate investment in money market funds shall not exceed 20% of the Town's total portfolio.

Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the City's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

The foregoing list of authorized securities and transactions shall be strictly interpreted. Any deviation from this list must be preapproved by resolution of the City Council.

INVESTMENT DIVERSIFICATION

The Town shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the investment portfolio should be flexible depending

upon the outlook for the economy, the securities markets and the Town's anticipated cash flow needs.

PORTFOLIO MATURITIES AND LIQUIDITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities. The Town will not invest in securities maturing more than five years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment at least three months prior to the date of investment.

SELECTION OF BROKER/DEALERS

The City Manager or designee shall maintain a list of broker/dealers approved for investment purposes, and it shall be the policy of the Town to purchase securities only from those brokers and the firms they represent. Each approved broker/dealer must possess an authorizing certificate from the California Commissioner of Corporations as required by Section 25210 of the California Corporations Code.

To be eligible, a firm must meet at least one of the following criteria:

1. be recognized as Primary Dealers by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure, or
2. report voluntarily to the Federal Reserve Bank of New York, or
3. qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

The City Manager or designee will select broker/dealers on the basis of their expertise in public cash management and their ability to provide service to the Town's account. Each authorized broker/dealer shall submit and annually update a Town approved Broker/Dealer Information Request form that includes the firm's most recent financial statements.

The Town may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in Item 4 of the Authorized Securities and Transactions section of this Investment Policy.

COMPETITIVE TRANSACTIONS

All investment transactions shall be conducted competitively with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid or offering prices shall be recorded.

If the Town is offered a security for which there is no other readily available competitive offering, then the City Manager or designee will document quotations for comparable or alternative securities.

SELECTION OF BANKS

The City Manager or designee shall maintain a list of FDIC insured banks approved to provide depository and other banking services for the Town. To be eligible, a bank shall qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5 and shall secure deposits in excess of FDIC insurance coverage in accordance with California Government Code Section 53652.

SAFEKEEPING AND CUSTODY

The City Manager or designee shall select one or more banks to provide safekeeping and custodial services for the Town. A Safekeeping Agreement approved by the Town shall be executed with each custodian bank prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the Town's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be perfected in the name of the Town. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the Town will be delivered by either book entry or physical delivery and will be held in third-party safekeeping by a Town approved custodian bank, its correspondent bank or its Depository Trust Company (DTC) participant account.

PORTFOLIO PERFORMANCE

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the Town's investments shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the portfolio's weighted average effective maturity. When comparing the performance of the Town's portfolio, its rate of return will be computed net of all fees and expenses.

REPORTING

Monthly, the City Manager or designee shall submit to the City Council a report of the investment earnings and performance results of the Town's investment portfolio. The report shall include the following information:

1. Investment type, issuer, date of maturity, par value and dollar amount invested in all securities, and investments and monies held by the Town;
2. A description of the funds, investments and programs;
3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;

4. A statement of compliance with this Policy or an explanation for non-compliance; and
5. A statement of the Town's ability to meet expenditure requirements for six months, and an explanation of why money will not be available if that is the case.

POLICY REVIEW

This Investment Policy shall be adopted annually by resolution of the City Council. It shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, yield and diversification and its relevance to current law and economic trends. Amendments to this Investment Policy shall be approved by resolution of the City Council.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: ROBERT BARRON III, FINANCE DIRECTOR

DATE: FOR THE MEETING OF OCTOBER 17, 2012

**SUBJECT: APPROVE THE RECOMMENDATION OF THE FINANCE
COMMITTEE TO ACCEPT THE ACTUARIAL VALUATION OF
OTHER POST EMPLOYMENT (HEALTH-CARE) BENEFITS (OPEB)
AS REQUIRED BY GASB 45 AND AUTHORIZE STAFF TO TRANSFER
THE NET OPEB OBLIGATION OF \$1,299,316 FROM THE EMPLOYEE
BENEFITS FUND TO THE PARS OPEB TRUST**

RECOMMENDATION

Approve the recommendation of the Finance Committee to accept the actuarial valuation of Other Post Employment (health-care) Benefits (OPEB) as required by GASB 45 and approve the resolution authorizing staff to transfer the Net OPEB Obligation of \$1,299,316. from the Employee Benefits Fund (Fund 616) to the City's PARS OPEB Trust Account.

BACKGROUND

In July 2004, the Governmental Accounting Standards Board issued Statement 45 (GASB 45) which requires governmental entities to begin accounting for the postemployment benefits on an accrual basis, as the future benefits are earned, rather than on a "pay-as-you-go" basis as expenses are incurred. Local governments must recognize in their financial statements the "earned" cost of *current retirees and employees'* future retiree medical premiums. The Town is required to do an actuarial valuation every 2 years. The Town of Atherton currently offers retirees certain contributions towards medical insurance premiums for life to permanent full-time employees who are members of the California Public Employees' Retirement System (CalPERS) and who retire from the Town of Atherton.

DISCUSSION

To comply with GASB 45, the Town retained Nicolay Consulting Group to prepare an actuarial study to estimate future liability for retiree medical coverage. The firm determined that as July 1, 2011, the Town has an "Unfunded Actuarial Accrued Liability" (UAAL) of \$7,599,453, which is less than the amount of \$7,750,968 calculated in 2009. This actuarially determined liability is based on a number of assumptions, including a 6.0% discount rate (4% was the rate in 2009) and amortization over the longest permissible period, 30 years. Not included in the assumptions are staff reductions that took place not the new employee benefit changes. Having estimated the total cost of already earned retiree medical benefits, the actuaries then calculated the annual required contribution (ARC) to meet this liability. The Town of Atherton's ARC is \$613,854, which was \$813,147 in 2009.

GASB 45 does not require that a public agency make the annual required contribution. However, if it does not do so, then it must show the unfunded ARC as a liability in its annual financial reports. Any unfunded ARC accumulates from year to year, resulting in an increasing liability in the Town's financial reports.

In prior years the Town committed to funding the ARC by creating an Employee Benefits Fund and recoding budgeted transfers from the operating departments to the new fund. This fund has accumulated \$1,299,316. as of June 30, 2012. On May 16, 2012 the Council took action to create a Section 115 Irrevocable Trust Account with PARS in order to prefund these long-term liabilities at a higher interest rate.

Staff presented to the Finance Committee on October 9th the findings of the OPEB Actuarial valuation. The Finance Committee made a motioned to accept the report and recommend to City Council to transfer an amount of \$1,299,316 which is the amount of the Net OPEB Obligation as of June 30, 2012, to the City's newly established PARS OPEB Trust Account. The Committee also recommended to City Staff to do a further analysis of the benefits and risks of contributing an amount greater towards the post-employment health benefits rather than current net obligation. The Committee would like to verify if it is feasible to fund the liability sooner and save money. City Staff will come back at a future meeting to the Finance Committee with a separate analysis related to additional contributions toward the total OPEB Liability of \$7,599,453. At that time Staff will take into consideration other City costs such as pensions and other employee benefit increases and obligations as well as Town services and operations before committing additional contributions.

Prepared by:

Approved by:

Debra Auker, Interim Finance Director
And Robert Barron III, Finance Director

Theresa DellaSanta, Interim City Manager

Attachment: Resolution
2011 Actuarial Valuation of Postemployment Healthcare Report

DRAFT

TOWN OF ATHERTON

Actuarial Valuation of
Postemployment Healthcare Program
Valuation Date: July 1, 2011

DRAFT

September 12, 2012

Ms. Debra Auker
Interim Finance Director
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

Dear Ms. Auker:

Re: Actuarial Valuation of Postemployment Health Benefits

The Nicolay Consulting Group is pleased to present the results of the July 1, 2011 actuarial valuation of the Town of Atherton postemployment healthcare program. In preparing the report, we relied on employee data and plan information supplied by the Town. On the basis of that information, this report has been prepared in accordance with generally accepted actuarial principles and methods. It is our opinion that the actuarial assumptions used are reasonably related to the actual experience of the plan and to anticipated future experience.

The financial projections presented in this letter are intended for the Town's internal use in evaluating the potential cost of the retiree health programs. Because future events frequently do not occur as expected, it should be recognized that there are usually differences between anticipated and actual results. These differences may be material, especially if there are significant changes in the employee or retiree population. Consequently, we can express no assurance that the projected values will occur. We recommend that the Town obtain an updated actuarial valuation on a periodic basis.

I, the undersigned, meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Questions about the report should be directed to Doug Tokerud at (415) 512-5300 x220.

Sincerely,

NICOLAY CONSULTING GROUP

By: _____
Douglas R. Tokerud, F.S.A., M.A.A.A.

TOWN OF ATHERTON - DRAFT

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SECTION I

Introduction

The Town of Atherton sponsors postemployment health benefits to retirees who meet certain eligibility requirements. This report provides an estimate of the Town's liability as of July 1, 2011 and a ten-year projection of the pay-as-you-go cost of providing the benefits. **Section II** contains valuation results. **Section III** describes the plans and presents a demographic summary. **Section IV** describes the actuarial method and assumptions used to complete the valuation. **Section V** contains a Glossary of Terms.

Accounting Requirements

In July 2004 the Governmental Accounting Standards Board issued **Statement 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions**. This statement requires governmental entities to begin accounting for postemployment benefits on an accrual basis. Public entities that sponsor postemployment benefits are required to account for the cost of those benefits using accrual accounting rather than the more common pay-as-you-go accounting. This means that each employee's benefit will "accrue" throughout their working lifetime and that employers will be required to show the annual accruals as a current year expense.

SECTION II

Valuation Results

Tables 2-1a and 2-1b contain estimates of the present value of the cost of postemployment medical benefits attributable to past service rendered by current retirees and employees who are expected to receive the benefit and attributable to future service expected to be rendered by current employees. The valuation results are based on a 6.00% discount rate assuming that the Town continues pay-as-you-go funding of the program.

A primary goal of GASB 45 is to require employers to recognize postemployment healthcare expense systematically over periods approximating employees' years of service. The Actuarial Accrued Liability represents the estimated present value of future benefits that are associated with past service rendered by employees and retirees. The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of any Assets.

Table 2-1a			
Present Value of Future Postretirement Medical Benefits			
As of July 1, 2011			
	<u>Present Value</u> <u>Attributable to</u> <u>Past Service</u>	<u>Present Value</u> <u>Attributable to</u> <u>Future Service</u>	<u>Total</u>
Active Employees	\$ 2,594,046	\$ 1,738,189	\$ 4,332,235
Retirees and Surviving Spouses	<u>5,005,407</u>	<u>0</u>	<u>5,005,407</u>
Total	\$ 7,599,453	\$ 1,738,189	\$ 9,337,642

Table 2-1b

**Present Value of Future Benefit Cost
Attributable to Past Service (i.e., Actuarial Accrued Liability)**

as of July 1, 2011

	<u>Management</u>	<u>Police</u>	<u>APOA Misc.</u>	<u>Teamsters</u>	<u>Total</u>
Actives	\$ 784,814	\$ 1,145,487	\$ 128,025	\$ 535,720	\$ 2,594,046
Retirees and Spouses	<u>1,926,475</u>	<u>1,951,991</u>	<u>149,552</u>	<u>977,389</u>	<u>5,005,407</u>
Actuarial Accrued Liability	\$ 2,711,289	\$ 3,097,478	\$ 277,577	\$ 1,513,109	\$ 7,599,453
Actuarial Value of Assets					\$ 0
Unfunded Actuarial Accrued Liability					\$ 7,599,453

Projected Postemployment Health Benefit Costs

Table 2-2 contains a ten-year projection of the benefits that the Town is expected to pay to current and future retirees.

Table 2-2

**Estimated Future
pay-as-you-go Benefits**

<u>Year</u>	<u>Estimated Amount</u>
2011 / 12	297,492
2012 / 13	327,110
2013 / 14	351,849
2014 / 15	384,981
2015 / 16	396,965
2016 / 17	420,265
2017 / 18	435,301
2018 / 19	457,006
2019 / 20	475,611
2020 / 21	500,207

GASB 45 Benefit Costs

The Town's financial statements will contain disclosure of information regarding funding, costs and provisions of the postemployment plans.

The following Tables provide information that will be used in the preparation of the Town's June 30, 2011 financial statement assuming the Town continues pay-as-you-go funding.

The first year Annual Required Contribution (ARC) consists of the Normal Cost plus the portion of the Unfunded Actuarial Accrued Liability that is to be amortized in the current year. The Normal Cost is the portion of the actuarial present value of future benefits that is allocated to the current year. Another interpretation is that the Normal Cost is the present value of future benefits that are "earned" by employees for service rendered during the current year. This valuation is based on the Entry Age Normal Cost method of calculation and an attribution period that runs from date of hire until the expected retirement date.

In the year the new accounting rules become effective, an employer is allowed to commence amortization of the Unfunded Actuarial Accrued Liability over a period not to exceed 30 years. Tables 2-3 and 2-4 are based on a level percentage of payroll amortization over 30 years.

Table 2-3	
Development of 2011/2012 Fiscal Year	
Annual Required Contribution - based on a 6.00% discount rate	
Actuarial Accrued Liability	\$ 7,599,453
Actuarial Value of Assets	<u>0</u>
Unfunded Actuarial Accrued Liability	\$ 7,599,453
Illustrative Amortization Period	28 years
Amortization Factor (based on 6.00% Discount Rate)	18.945
Annual % of Payroll Amortization of Unfunded AAL	\$ 401,132
Normal Cost (based on the Entry Age Normal Method)	<u>212,722</u>
Annual Required Contribution	\$ 613,854

Table 2-4 presents a five-year projection under the assumptions that the Town **contributes the full ARC for each year**, the discount rate remains 6.00%, and the Normal Cost component of the ARC increases by 6% per year throughout the period.

Table 2-4 Town of Atherton Five-year Projection of Annual OPEB Cost and Net OPEB Obligation Based on a 6.00% discount rate, the Entry Age Normal Actuarial Cost Method and assuming contributions equal to the ARC each year.					
	2011 / 2012	2012 / 2013	2013 / 2014	2014 / 2015	2015 / 2016
Actuarial Accrued Liability (AAL)	\$ 7,599,453	\$ 7,961,855	\$ 8,337,941	\$ 8,704,731	\$ 9,084,008
Actuarial Value of Assets at beginning of year	<u>0</u>	<u>316,362</u>	<u>628,440</u>	<u>1,028,402</u>	<u>1,405,952</u>
Unfunded Actuarial Accrued Liability (UAAL)	\$ 7,599,453	\$ 7,645,493	\$ 7,709,501	\$ 7,676,329	\$ 7,678,056
Remaining Amortization Period	28	27	26	25	24
Normal Cost	\$ 212,722	\$ 225,485	\$ 239,014	\$ 253,355	\$ 268,556
Amortization of UAAL	<u>401,132</u>	<u>413,703</u>	<u>428,203</u>	<u>438,272</u>	<u>451,305</u>
Annual Required Contribution (ARC)	\$ 613,854	\$ 639,188	\$ 667,217	\$ 691,627	\$ 719,861
Annual Required Contribution (ARC)	\$ 613,854	\$ 639,188	\$ 667,217	\$ 691,627	\$ 719,861
Interest on net OPEB Obligation	77,400	77,959	78,418	78,768	78,997
Adjustment to ARC	<u>(68,092)</u>	<u>(70,306)</u>	<u>(72,593)</u>	<u>(74,953)</u>	<u>(77,388)</u>
Annual OPEB Cost	\$ 623,162	\$ 646,841	\$ 673,042	\$ 695,442	\$ 721,470
Town Contributions	<u>(613,854)</u>	<u>(639,188)</u>	<u>(667,217)</u>	<u>(691,627)</u>	<u>(719,861)</u>
Increase in net OPEB Obligation	\$9,308	\$7,653	\$5,825	\$ 3,815	\$1,609
Net OPEB Obligation – Beginning of Year	\$ 1,290,008	\$ 1,299,316	\$ 1,306,969	\$ 1,312,794	\$ 1,316,609
Net OPEB Obligation – End of Year	\$ 1,299,316	\$ 1,306,969	\$ 1,312,794	\$ 1,316,609	\$ 1,318,218
Projected Benefits Paid	\$ 297,492	\$ 327,110	\$ 351,849	\$ 384,981	\$ 396,965

SECTION III

Plan Description and Demographic Summary

Atherton Plan Description

Benefit Description

The Town of Atherton participates in the CalPERS medical program. Retirees who qualify for a CalPERS pension are entitled to employer paid CalPERS medical benefits as described below. The Town does not pay for dental, vision or other health and welfare benefits for retirees.

Employees who retire from the Town, receive a PERS pension and continue their CalPERS medical coverage are eligible to receive the benefit described below. This benefit continues throughout the life of the retiree and surviving spouse.

Management Employees (non-represented)

The Town pays 97% of premiums for any medical coverage and any family status.

APOA Police Officers

The Town pays 100% of premiums for any medical coverage and any family status. However, this is subject to a **maximum monthly benefit of \$1,247.06** which is assumed to not increase in the future.

APOA Miscellaneous Employees

The Town pays up to a maximum of 90% of Blue Shield HMO premiums. The 90% of Blue Shield maximum applies to any medical coverage and any family status. After age 65, the Town pays only 90% of the reduced post age 65 premiums.

Teamsters

The Town pays up to a maximum benefit of 94% of Blue Shield HMO premiums.

Demographic Data

The Town provided demographic information on current active and retired employees. The data was provided on several files. After combining the data and working with Town representatives we prepared the data used in this valuation.

Tables 3-1 and 3-2 contain summaries of the demographic information provided by the Town.

Age	Female	Male	Total
Under 50	0	1	1
50-54	2	3	5
55-59	2	4	6
60-64	4	6	10
65-69	2	3	5
70-74	0	5	5
75-79	1	1	2
80 and Older	<u>1</u>	<u>0</u>	<u>1</u>
Total	12	23	35

Age	Years of Service					Total
	<5	5-9	10-14	15-19	20+	
Under 30	1	0	0	0	0	1
30-34	4	1	0	0	0	5
35-39	0	0	5	0	0	5
40-44	2	1	1	2	1	7
45-49	2	3	1	1	1	8
50-54	1	3	1	0	0	5
55-59	0	0	0	0	2	2
60-64	1	0	1	1	0	3
65 and Older	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	11	8	9	4	4	36

SECTION IV

Actuarial Method and Assumptions

In order to project the Town's liabilities into the future, a number of economic, demographic, and baseline cost assumptions are necessary. Where appropriate we used the same assumptions used by PERS in the most recent California PERS pension valuations.

Actuarial Cost Method

The valuation was completed using the Entry Age Normal Cost Method. An Actuarial Cost Method is a procedure for allocating the actuarial present value of benefits and expenses and for developing an actuarially equivalent allocation of such value to time periods, usually in the form of a Normal Cost and an Actuarial Accrued Liability. The Entry Age Normal cost method allocates the present value of future benefits on a level basis over the earnings or service (in this case earnings) of each employee between the hire date and assumed retirement age. The portion of the present value of future benefits allocated to a valuation year is called the Normal Cost. The portion allocated to all prior years is called the Actuarial Accrued Liability.

Valuation Date

The valuation date is July 1, 2011. This date is the starting point from which current health premium costs are projected to increase according to the assumed annual rates of health care cost trend. The Town census is projected from the valuation date to the date of the final benefit payment for each employee and retiree on the census. After calculating future costs for the projected retiree and dependent population, all liabilities are discounted back to the valuation date to obtain the present value of future costs.

Economic Assumptions

Discount Rate

A discount rate is required to calculate the present value of future benefit payments which are used to determine financial statement expense. Based on discussions with the Town and its investment advisors, we used a 6.0% discount rate for this valuation. This rate is representative of the long term rate of return the Town expects to attain on funds that will be used to pay postemployment benefits. The 6% rate assumes that the Town will make contributions each year to an irrevocable Trust equal to the ARC for that year (including retiree benefits paid directly by the Town.)

Health Care Trend

The rate of increase in per capita health care costs is commonly referred to as the *health care trend rate*.

Based on recent rate increases and our assessment of likely future premium increases, we assumed the following annual healthcare trend rates for use in the valuation. These rates assume that there will not be any significant changes in the medical plan designs:

for the Plan Year <u>Beginning</u>	
January 1, 2012	7.6%
January 1, 2013	7.3%
January 1, 2014	7.0%
January 1, 2015	6.7%
January 1, 2016	6.4%
January 1, 2017	6.1%
January 1, 2018	5.8%
January 1, 2019 and thereafter	5.5%

Baseline Cost

Estimates of retiree health benefit obligations are normally based on current costs for a one year period. We refer to this as the *baseline cost*. The components of baseline cost, such as average per capita cost, and the current plan population are projected into the future to estimate the cost of future benefits.

We valued each active employee and retiree assuming they will not change their enrollment in future years. Table 4-2 contains 2011 calendar year CalPERS premium rates for the Bay Area.

Basic Rates

Blue Shield	\$ 675.51
Blue Shield NetValue	\$ 581.24
Kaiser	\$ 568.99
PERS Choice	\$ 563.40
PERS Care	\$ 893.95
PORAC	N/A

Medicare Supplement Rates

Blue Shield	\$337.88
Blue Shield NetValue	\$337.88
Kaiser	\$282.30
PERS Choice	\$375.88
PERS Care	\$433.66
PORAC	\$416.50

CalPERS has indicated that its medical program is a “community rated” plan as described in GASB 45. This means that all participating employers located in the same region pay the same premium rates even though older employees and early retirees generally have higher medical costs than younger employees. If CalPERS changes its present practice and at a future date decides to modify the premium structure so that it charges more on average for non-Medicare retirees than for active employees, then higher costs would need to be allocated to retirees, and this could result in a substantial increase in the Town’s Actuarial Accrued Liability and Annual Required Contribution. This potential increase could also occur if there ever is a ruling that CalPERS should not be treated as a “community rated” plan.

Payroll Increases

In this valuation we assumed a 3.25% annual rate of increase in payroll. This rate is a component of the Entry Age Normal Actuarial Cost Method and is used in the calculation of the amortization component of the Annual Required Contribution and in calculation of the Normal Cost.

Amortization Methodology

GASB 45 allows amortization of the Unfunded Actuarial Accrued Liability based on a level dollar approach or as a level percentage of covered payroll. The maximum amortization period is 30 years. This valuation is based on a closed 30-year

amortization of the Unfunded Actuarial Accrued Liability as a level percentage of payroll; increasing each year as payroll increases.

Administrative Expenses

We assumed that there are no administrative fees other than those included in the premium rates.

Plan Assets

The Town has decided to start contributing the annual ARC (less benefits paid) to an irrevocable Trust. We have assumed that a contribution of \$316,362 will soon be paid to the Trust for the fiscal year ended June 30, 2012. This amount equals the ARC for that year of \$613,854, less estimated retiree benefits paid by the Town of \$297,492. We have also assumed that similar contributions will be made to the Trust each year starting with the year ending June 30, 2013.

Demographic Assumptions

In estimating this obligation, a number of demographic assumptions are needed. These assumptions are the same as those used in the most recent California PERS valuation.

Withdrawal Rates (also called turnover rates)

For Police we selected withdrawal rates used in the most recent California PERS Police 3% @50 retirement plan valuations. Selected rates are shown below.

Table 4-3
Annual Withdrawal Rates for Police

<u>Service</u>	-----Age-----						
	20	25	30	35	40	45	50
0	0.10130	0.10130	0.10130	0.10130	0.10130	0.10130	0.10130
1	0.06360	0.06360	0.06360	0.06360	0.06360	0.06360	0.06360
2	0.02710	0.02710	0.02710	0.02710	0.02710	0.02710	0.02710
3	0.02580	0.02580	0.02580	0.02580	0.02580	0.02580	0.02580
4	0.02450	0.02450	0.02450	0.02450	0.02450	0.02450	0.02450
5	0.02490	0.02490	0.02490	0.02490	0.02490	0.02490	0.00860
6		0.02360	0.02360	0.02360	0.02360	0.02360	0.00790
7		0.02210	0.02210	0.02210	0.02210	0.02210	0.00720
8		0.02080	0.02080	0.02080	0.02080	0.02080	0.00660
9		0.01930	0.01930	0.01930	0.01930	0.01930	0.00590
10		0.01790	0.01790	0.01790	0.01790	0.01790	0.00530
15			0.01090	0.01090	0.01090	0.01090	0.00270
20				0.00820	0.00820	0.00820	0.00170
25					0.00700	0.00700	0.00120
30						0.00650	0.00090
35							0.00090

For all other employees we selected withdrawal rates used in the most recent California PERS Public Agency Miscellaneous retirement plan valuations. Selected rates are shown below.

Table 4-4
Public Agency Miscellaneous Withdrawal Rates

<u>Service</u>	----- Entry Age -----						
	20	25	30	35	40	45	50
0	0.17420	0.16740	0.16060	0.15370	0.14680	0.14000	0.13320
1	0.15450	0.14770	0.14090	0.13390	0.12710	0.12030	0.11350
2	0.13480	0.12800	0.12120	0.11420	0.10740	0.10060	0.09380
3	0.11510	0.10830	0.10150	0.09450	0.08770	0.08090	0.07410
4	0.09540	0.08860	0.08180	0.07480	0.06800	0.06120	0.05430
5	0.08680	0.07900	0.07110	0.06320	0.05540	0.01160	0.00970
6	0.08290	0.07510	0.06700	0.05920	0.05140	0.01030	0.00840
7	0.07900	0.07100	0.06310	0.05520	0.04710	0.00900	0.00720
8	0.07490	0.06700	0.05910	0.05100	0.04300	0.00770	0.00600
9	0.07100	0.06290	0.05480	0.04690	0.03890	0.00660	0.00490
10	0.06680	0.05870	0.05070	0.04270	0.00710	0.00550	0.00380
15	0.05030	0.04240	0.03470	0.00320	0.00230	0.00140	0.00040
20	0.03700	0.02900	0.00210	0.00130	0.00050	0.00010	0.00010
25	0.02290	0.00110	0.00050	0.00010	0.00010	0.00010	0.00010
30	0.00050	0.00010	0.00010	0.00010	0.00010	0.00010	0.00010
35	0.00010	0.00010	0.00010	0.00010	0.00010	0.00010	0.00000

Retirement Rates

For Police officers we selected the retirement rates used in the most recent California PERS 3% @50 Police retirement plan valuation. Sample rates are shown below.

<u>Age</u>	----- Years of Service -----						
	5	10	15	20	25	30	35
50	0.07000	0.07000	0.07000	0.13100	0.19300	0.24900	0.30600
55	0.09000	0.09000	0.09000	0.17000	0.25000	0.32200	0.39500
60	0.13500	0.13500	0.13500	0.25500	0.37650	0.48450	0.59400
65	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000

For all other employees we selected the retirement rates used in the most recent California PERS 2% @55 retirement plan valuation. Sample rates are shown below.

Table 4-6
PERS Public Agency Miscellaneous - Annual Rates of Retirement

<u>Age</u>	----- Years of Service -----						
	5	10	15	20	25	30	35
50	0.0150	0.0200	0.0240	0.0290	0.0330	0.0390	0.0440
51	0.0130	0.0160	0.0200	0.0240	0.0270	0.0330	0.0370
52	0.0140	0.0180	0.0220	0.0270	0.0300	0.0360	0.0400
53	0.0170	0.0220	0.0270	0.0320	0.0370	0.0430	0.0490
54	0.0270	0.0340	0.0410	0.0490	0.0560	0.0670	0.0760
55	0.0500	0.0640	0.0780	0.0940	0.1070	0.1270	0.1430
56	0.0450	0.0570	0.0690	0.0830	0.0950	0.1130	0.1270
57	0.0480	0.0610	0.0740	0.0900	0.1020	0.1220	0.1370
58	0.0520	0.0660	0.0800	0.0970	0.1100	0.1310	0.1480
59	0.0600	0.0760	0.0920	0.1110	0.1270	0.1510	0.1690
60	0.0720	0.0920	0.1120	0.1340	0.1530	0.1820	0.2050
61	0.0890	0.1130	0.1370	0.1650	0.1880	0.2240	0.2520
62	0.1280	0.1620	0.1970	0.2370	0.2700	0.3220	0.3620
63	0.1290	0.1640	0.1990	0.2390	0.2730	0.3250	0.3660
64	0.1160	0.1480	0.1800	0.2160	0.2470	0.2940	0.3300
65	0.1740	0.2210	0.2690	0.3230	0.3690	0.4390	0.4940
66	0.1350	0.1710	0.2080	0.2500	0.2850	0.3400	0.3820
67	0.1330	0.1690	0.2060	0.2470	0.2820	0.3360	0.3780
68	0.1180	0.1500	0.1820	0.2190	0.2500	0.2970	0.3340
69	0.1160	0.1470	0.1790	0.2150	0.2460	0.2930	0.3290
70	0.1380	0.1760	0.2140	0.2570	0.2930	0.3490	0.3930
71	0.0940	0.1200	0.1450	0.1750	0.2000	0.2380	0.2670
72	0.1040	0.1320	0.1600	0.1920	0.2200	0.2610	0.2940
73	0.0830	0.1060	0.1290	0.1550	0.1770	0.2110	0.2370
74	0.0640	0.0820	0.1000	0.1200	0.1370	0.1630	0.1830
75	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

Disability Retirement

Sample disability rates for Police employees are shown in Table 4-7. These rates match those used in the most recent California PERS pension valuations.

We assumed that Police Officers who suffer a work related disability are immediately eligible for postemployment medical benefits. Because of the low incidence of disability retirements for non-Safety employees we did not value disability retirement for non-Safety employees.

<u>Age</u>	Police Officers
25	0.332%
30	0.664%
35	0.996%
40	1.328%
45	1.660%
50	2.001%
55	6.812%

Mortality

The mortality rates used in this valuation are those used in the most recent California PERS pension valuations. Annual mortality rates for selected ages are shown in Table 4-8. In this valuation we used the same mortality rates for service retirees and disability retirees. These rates provide a starting point for the projection of future mortality rates. The mortality rates for each future year were determined based on a generational mortality projection using Projection Scale AA. This scale consists of a set of Annual Mortality improvement factors as a function of age and sex. The resulting projected mortality rates were applied to each employee and retiree.

<u>Age</u>	<u>Active Employees</u>		<u>Retired Employees</u>	
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
55	0.260%	0.176%	0.474%	0.243%
60	0.395%	0.266%	0.720%	0.431%
65	0.608%	0.419%	1.069%	0.775%
70	0.914%	0.649%	1.675%	1.244%
75			3.080%	2.070%
80			5.270%	3.749%
85			9.775%	7.005%
90			16.747%	12.404%

Health Plan Participation

We assumed that upon retiring from the Town 100% of eligible employees will enroll in one of the available medical plans. Retirees who have waived coverage are assumed not to elect coverage at a future time. Current employees who have waived medical coverage are assumed to elect coverage under the Blue Shield Bay Area medical plan, upon retirement.

Dependent Coverage

We assumed that all employees with spouses or other eligible dependents at retirement will elect to cover such dependents, and will have the same spouse or domestic partner that they have now. We assumed that surviving spouses will remain on the plan by continuing to pay any required premium.

Medicare Coverage

We assumed that all future retirees will be eligible for Medicare when they reach age 65.

SECTION V

Glossary

- Accrual Accounting – A method of matching the cost of an employee’s service, including long term obligations such as OPEB, to that employee’s period of active service.
- Actuarial Accrued Liability (AAL) – The Actuarial Present Value of all postemployment benefits attributable to past service. Note: the AAL is sometimes referred to as the Past Service Liability.
- Actuarial Cost Method – A procedure for allocating the actuarial present value of benefits and expenses and for developing an actuarially equivalent allocation of such value to time periods, usually in the form of a Normal Cost and an Actuarial Accrued Liability.
- Actuarial Present Value – The value of an amount or series of amounts payable or receivable at various times. Each such amount or series of amounts is:
 - a. adjusted for the probable financial effect of certain intervening events (such as changes in compensation levels, Social Security, marital status, etc.)
 - b. multiplied by the probability of the occurrence of an event (such as survival, death, disability, termination of employment, etc.) on which the payment is conditioned, and
 - c. discounted according to an assumed rate (or rates) of return to reflect the time value of money
- Actuarial Valuation – The determination, as of a valuation date, of the Normal Cost, Actuarial Accrued Liability, Actuarial Value of Assets and related Actuarial Present Values.
- Actuarial Value of Assets – The value of cash, investments and other property belonging to a plan. These are amounts that may be applied to fund the Actuarial Accrued Liability. Note: assets must be segregated and placed in a Trust in order to be considered OPEB assets.
- Amortization Payment – That portion of the Annual OPEB cost which is designed to pay interest on and to amortize the Unfunded Actuarial Accrued Liability.

In the year that an employer adopts Statement 45 the employer is allowed to commence amortization of the Unfunded Actuarial Accrued Liability, over a period not to exceed 30 years.

- Annual Other Postemployment Benefit Cost (OPEB) cost - An accrual-basis measure of the periodic cost of an employer's participation in a defined benefit OPEB plan. The annual OPEB cost is the amount that must be calculated and reported as an expense.

When an employer has no net OPEB obligation (e.g., in the year of implementation) the annual OPEB cost is equal to the Annual Required Contribution (ARC).

In subsequent years the Annual OPEB cost will include:

- the ARC (equal to the Normal Cost plus one year's amortization of the Unfunded Actuarial Accrued Liability);
 - one year's interest on the net OPEB obligation at the beginning of the year using the valuation discount rate; and
 - an adjustment to the ARC. This adjustment is intended to provide a reasonable approximation of that portion of the ARC that consists of interest associated with past contribution deficiencies. GASB Statement No. 45 specifies that this adjustment should be equal to an amortization of the discounted present value of the net OPEB obligation at the beginning of the year. The amortization should be calculated using the same amortization method and period used in determining the ARC for that year. If the net OPEB obligation is positive the adjustment should be deducted from the ARC.
 - Note: As long as the net OPEB obligation is zero, there will not be any interest charge or adjustment to the ARC. However, if an employer does not contribute the full amount of the ARC, a net OPEB obligation will emerge.
- Annual required contributions of the employer (ARC) - The employer's periodic required contributions to a defined benefit OPEB plan, calculated in accordance with the parameters.
 - Defined benefit OPEB plan - An OPEB plan having terms that specify the *benefits* to be provided at or after separation from employment. The benefits may be specified in dollars (for example, a flat dollar payment or an amount based on one or more factors, such as age, years of service, and compensation), or as a type or level of coverage (for example, prescription drugs or a percentage of healthcare insurance premiums).

- Defined contribution plan - A pension or OPEB plan having terms that (a) provide an individual account for each plan member and (b) specify how contributions to an active plan member's account are to be determined, rather than the income or other benefits the member or his beneficiaries are to receive at or after separation from employment. Those benefits will depend only on the amounts contributed to the member's account, earnings on investments of those contributions, and forfeitures of contributions made for other members that may be allocated to the member's account. For example, an employer may contribute a specified amount to each active member's postemployment healthcare account each month. At or after separation from employment, the balance of the account may be used by the member or on the member's behalf for the purchase of health insurance or other healthcare benefits.
- Employer's contributions - Contributions made in relation to the annual required contributions of the employer (ARC). An employer has made a contribution in relation to the ARC if the employer has (a) made payments of benefits directly to or on behalf of a retiree or beneficiary, (b) made premium payments to an insurer, or (c) irrevocably transferred assets to a trust, or an equivalent arrangement, in which plan assets are dedicated to providing benefits to retirees and their beneficiaries in accordance with the terms of the plan and are legally protected from creditors of the employer(s) or plan administrator.
- Entry Age Normal Actuarial Cost Method – An actuarial cost method under which the Actuarial Present Value of the Projected Benefits of each individual included in the valuation is allocated on a level basis over the earnings (used in this valuation) or service of the individual between entry age and assumed exit age(s). The portion of this Actuarial Present Value allocated to a valuation year is called the Normal Cost.
- Healthcare cost trend rate - The rate of change in per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
- Investment return assumption (discount rate) - The rate used to adjust a series of future payments to reflect the time value of money.
- Net OPEB obligation - The cumulative difference since the effective date of GASB Statement 45 between annual OPEB cost and the employer's contributions to the plan, including the OPEB liability (asset) at transition, if any, and excluding (a) short-term differences and (b) unpaid contributions that have been converted to OPEB-related debt.

Most employers will have no net OPEB obligation at the beginning of the year in which Statement 45 is implemented.

If an employer contributes the annual OPEB cost to the plan each year, and there are no actuarial or investment gains or losses then the net OPEB Obligation will remain zero.

- Normal Cost - That portion of the Actuarial Present Value of benefits and expenses which is allocated to a valuation year by the Actuarial Cost Method. Another interpretation is that the Normal Cost is the present value of future benefits that are “earned” by employees for service rendered during the current year.
- OPEB assets - The amount recognized by an employer for contributions to an OPEB plan greater than OPEB benefits paid.
- Other postemployment benefits (OPEB) - Postemployment benefits other than pension benefits. Other postemployment benefits (OPEB) include postemployment healthcare benefits, regardless of the type of plan that provides them, and all postemployment benefits provided separately from a pension plan, except benefits defined as special termination benefits.
- Plan assets - Resources, usually in the form of stocks, bonds, and other classes of investments, that have been segregated and restricted in a trust, or in an equivalent arrangement, in which (a) employer contributions to the plan are irrevocable, (b) assets are dedicated to providing benefits to retirees and their beneficiaries, and (c) assets are legally protected from creditors of the employer(s) or plan administrator, for the payment of benefits in accordance with the terms of the plan.
- Present Value – See Actuarial Present Value.
- Projected Unit Credit Cost Method – An actuarial cost method under which the projected benefits of each individual included in an Actuarial Valuation are separately calculated and allocated to each year of service by a consistent formula.
- Substantive plan - The terms of an OPEB plan as understood by the employer(s) and plan members.
- Unfunded Actuarial Accrued Liability (UAAL) – The excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.
- Valuation date – The date as of which the postemployment benefit obligation is determined.



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 OCTOBER 17, 2012

**SUBJECT: APPROVAL TO ISSUE REQUEST FOR PROPOSAL FOR
PREPARATION OF THE TOWN OF ATHERTON BICYCLE
PEDESTRIAN MASTER PLAN**

RECOMMENDATION

Staff recommends City Council approve the issuance of a Request For Proposal (RFP) for the preparation of a Bicycle Pedestrian Master Plan for the Town of Atherton.

DISCUSSION

Currently, the Town of Atherton only has a cursory Bicycle Pedestrian Master Plan included in the Circulation Element of the Atherton General Plan. The Town currently has limited bike facility designations which primarily exist on Alameda de las Pulgas and Middlefield Road. The primary purpose for the development of a more robust and complete Bicycle Pedestrian Master Plan is to:

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

Accordingly, the Town of Atherton is seeking a qualified consulting firm to develop a Bicycle Pedestrian Master Plan which will be incorporated into the Circulation Element of the Atherton General Plan. The proposed RFP provides a qualifications-based competitive process to identify the most qualified person or firm to perform the necessary work activities.

FISCAL IMPACT

Funding for the Bicycle Pedestrian Master Plan was approved as part of the Town's 2012/2013 Capital Improvement Program.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

Theresa DellaSanta
Interim City Manager

Attachment: Request For Proposal



Town of Atherton

**Professional Services
Request for Proposals
For
Pedestrian and Bicycle Master Plan**

**RESPONSES DUE BY:
3:00 PM on Monday, November 26, 2012**

Office of the City Clerk
Town of Atherton
91 Ashfield
Atherton, CA, 94027

**Request for Proposals
Professional Services
Town of Atherton
Pedestrian and Bicycle Master Plan**

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Attachment A – Consultant Agreement

**Request for Proposals
Professional Services
Town of Atherton
Pedestrian and Bicycle Master Plan**

SECTION 1 — INTRODUCTION / BACKGROUND

The Town of Atherton is bordered by the City Menlo Park and San Mateo County. Both the City of Menlo Park and San Mateo County have various pedestrian and bicycle plans to bring planned improvements to the border of the Town of Atherton. Currently, the Town of Atherton only has a cursory Pedestrian Bicycle Master Plan, included in the Circulation Element of the Atherton General Plan. Existing Pedestrian Bicycle facilities located on Alameda de las Pulgas and Middlefield Road end at the Town border and are not necessarily coordinated with adjacent jurisdictions.

The Town of Atherton is seeking a qualified firm/team to develop a Pedestrian / Bicycle Master Plan which will be incorporated into the Circulation Element of the General Plan. The purpose of the development of the Master Plan is to:

1. Provide a comprehensive plan for pedestrian and bicycle improvements;
2. Provide connectivity with adjacent agencies;
3. Improve pedestrian and bicycle safety;
4. Comply with the Town's Complete Streets Resolution;
5. Become more strategic in competing for pedestrian and bicycle funding; and
6. Identify barriers, with solutions, for residents to safely access pedestrian and bicycle destinations within the Town of Atherton and in other agencies, such as the trail along the San Francisco Bay.

SECTION 2 — SERVICES TO BE PROVIDED

The Town intends to retain a qualified and committed professional firm/team to develop the Town's Pedestrian and Bicycle Master Plan. The required services will include, but not be limited to, the following:

1. Review of adjacent agencies' pedestrian, trail and bicycle plans.
2. Identification of desired destination / facilities to provide connectivity too.
3. Identification of stakeholders.

Note: Stakeholders should include, but are not limited to pedestrian and bicycle coalitions, schools, community groups, police and fire.

4. At a minimum, the meetings with the stakeholders are to:
 - Have an initial meeting;

- Provide input to the scope of the work to be performed.
- Determine their level of involvement.
- Determine how the stakeholders would like to be involved.
- Present the information developed, prior to presenting it to the public;
- Present the working draft prior to presentation it to the Transportation Committee.

As identified above, at a minimum three (3) meetings with the stakeholders are to be scoped. If the consultant feels additional meetings are required, this is to be included in the scope. At each meeting, the stakeholders' comments are to be recorded and addressed in the plan or an explanation as to why the comments were not addressed is to be provided, in writing, to Town staff. The consultant will be responsible for all preparation required and meeting coordination for the stakeholders' meetings.

5. Develop an initial plan to be presented to the stakeholder's group.
6. Have a public meeting to present the initial plan. The purpose of the meeting is to receive input from the public regarding the plan, additional connections and for the public to provide input on the priority of the proposed projects.

Note: The consultant is responsible for the development of meeting notification material, (i.e. press release and meeting flyers). Town staff will be responsible for the coordination of location, issuing press releases and notifying the public.

7. From input received, a working draft plan is to be developed. This plan is to be presented to the stakeholders for review and comment.
8. Prepare adequate CEQA documentation for the Master Plan. It is anticipated that an Initial Study and Mitigated Negative Declaration will be the appropriate level of documentation required for this project. A Mitigation Monitoring Program will also be required.
9. Develop a final draft plan to be presented to the Transportation Committee.
10. Present the plan to the Planning Commission.
11. Present the plan to City Council.
12. For each meeting, (stakeholders, public meeting, Transportation Committee, Planning Commission and City Council) comments are to be recorded and addressed in the plan or an explanation as to why the comments were not addressed is to be provided, in writing, to Town staff.

Additional tasks that add value and will enhance the plan are to be included in the scope of work.

The scope should clearly identify tasks, if any, which the Town of Atherton will be responsible for. For example, meeting coordination and publication of the meetings will be Town staff's responsibility.

SECTION 3 — RFP SUBMITTAL REQUIREMENTS

Please prepare your proposal in accordance with the following requirements:

1. *Proposal:* The proposal (excluding resumes and the transmittal letter) shall not exceed a total of **20** single-sided, 8.5" x 11" pages, 12 point font. Resumes should be included in an appendix.
2. *Transmittal Letter:* The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with the Town shall sign the cover letter.

Address the cover letter as follows:

Michael Kashiwagi, Public Works Director
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

3. *Project Understanding:* This section shall clearly convey the consultant's understanding of the nature of the work, including coordination with the stakeholders, the community, other agencies and approvals from the Town.
4. *Approach and Management Plan:* This section shall provide the firm's/team's proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among consultant staff, Town staff, and any other parties that may have a significant role in the delivery of this project.
5. *Qualifications and Experience:* This section shall provide the qualifications and experience of the consultant team that will be available for the Pedestrian / Bicycle Master Plan. Provide three (3) specific projects, within the last three (3) to five (5) years, for the individuals identified to perform the work on the consultant team. Each project must include at least 1 reference. If the telephone number for a reference is incorrect, 0 points will be received for that reference.
6. *Scope:* This section shall include the proposed scope and schedule to complete the project. The scope shall include all items identified in Section 2 along with any additions, the consultant deems as adding value to the project.
7. *Staffing Plan:* The proposal shall provide a staffing plan (detailed by major task) and a detailed estimate of the **total hours** (detailed by position and task) required for providing professional services for the Pedestrian / Bicycle Master Plan. Discuss the workload, both

current and anticipated, for all Key Team Members, and their capacity to perform the requested services according to your proposed staffing schedule. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of the Town.

8. *Submittal of Proposals:* Five (5) copies of your proposal are due at the Office of the City Clerk no later than the time and date specified in Section 5, below. Envelopes or packages containing the proposals should be clearly marked, **“Proposal Enclosed”**.
9. The Proposed Fee structure document shall be separate from the Request for Proposal and clearly marked, **“Proposed Fee Structure”**, included in a sealed envelope. Only one original is required.
10. A Draft Consultant Agreement is provided in Attachment A. Comments, if any, objecting to any clause(s) in the agreement shall be identified and discussed in the consultant’s proposal.

SECTION 4 — SELECTION OF CONSULTANT

The proposals will be evaluated and scored based on the following criteria:

1. Qualifications and specific experience of Key Team Members for relevant projects within the last three (3) to five (5) years.
2. Project understanding and approach.
3. Coordination with City and stakeholder’s.
4. Satisfaction of previous clients.
5. Schedule and capacity to provide qualified personnel.

Two or more of the firms/teams may be invited to an interview tentatively scheduled for December 6, 2012. Key Team Members should attend the interview. The evaluation/ interview panel may include representatives from the Town and other agencies, but the specific composition of the panel will not be revealed prior to the interviews.

Once the top firm/team has been determined, Town staff will start contract negotiations with the firm/team. If contract negotiations are not successful, the second ranked firm/team may be asked to negotiate a contract with the Town, etc.

SECTION 5 — SELECTION PROCESS DATES

October 31, 2012: **Written Questions, identified as Pedestrian and Bicycle Master Plan, are to be directed to Public Works, Michael Kashiwagi, Public Works Director, at mkashiwagi@ci.atherton.ca.us**

- November 9, 2012:** **Response to Questions will be posted on the Town's Website under RFPs/Bid Solicitations Pedestrian and Bicycle Master Plan.**
- November 26, 2012:** **Proposals are due no later than 3:00 PM** at the Office of the City Clerk, Town of Atherton, 91 Ashfield Road, CA 94027. ***Late submittals will not be accepted.***
- December 6, 2012:** Interviews for consultant selection, if necessary.
- December 19, 2012:** Consultant selection approval by City Council.

SAMPLE CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, ____ by and between the TOWN OF ATHERTON ("Town") and _____ ("Consultant").

RECITALS

WHEREAS, Town desires to obtain Professional Engineering services in connection with _____, herein "Project";

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

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

AGREEMENT

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

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

2. Project Coordination.

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

B. Consultant. Consultant assigns _____ to have overall responsibility for the progress and execution of this Agreement.

3. Scope and Performance of Services

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

B. Time of Performance. The Services are to commence no sooner than _____ and must be completed not later than _____. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B.

Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager. Consultant shall not be responsible for delays caused by actions beyond their reasonable control.

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

4. Compensation and Method of Payment.

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

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

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

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

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

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

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

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

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

9. Conflict of Interest.

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

B. Consultant is not an employee of the Town in the performance of the services required by the Project.

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

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

other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement.

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

13. Compliance with Laws.

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

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

C. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section and any applicable Federal, State, or local laws or requirements.

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

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

15. Assignment; Subcontractors; Employees.

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

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

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

16. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

(b) "This policy shall be considered primary insurance as respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town

may have, and any other insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

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

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

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

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

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

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

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

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

17. Termination of Agreement; Default.

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

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

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

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

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

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

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

21. Litigation Support; Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant, brought by Town against Consultant, or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates.

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

23. Written Notification. Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to Town: City Clerk
Town of Atherton - Town Hall
91 Ashfield Road
Atherton, CA 94027

If to Consultant: _____

24. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to either charges for services, expenditures, and/or disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF ATHERTON

CONSULTANT
(CORPORATIONS REQUIRE (2)
SIGNATURES

By: _____
City Manager

By: _____
Title: _____

Date:

Date:

APPROVED AS TO FORM:

By: _____

Title: _____

By: _____

City Attorney

Date:

ATTEST:

By: _____

City Clerk

EXHIBIT A

Scope of Work

Detailed Work Plan

Scope of Services

Phase 0: Project Management

Task 0.1 Project Management Plan: (By Biggs Cardosa Associates)

The Project Manager will provide coordination with the Town Engineer, direct the flow of information, define and track tasks, assign appropriate staff to complete the work, and ensure a technically sound, constructible and cost-effective set of construction documents.

Task 0.2 Coordination/ Meetings/ Administration: (By Biggs Cardosa Associates)

Provide general project management, consultant oversight, conduct regular Design Team Meetings and periodic meetings with Town staff and key stakeholders

Task 0.3 Progress Reports/ Billing: (By Biggs Cardosa Associates)

On a monthly basis we will submit invoices based on the major items of work performed by the Design Team.

Deliverables:

- *One (1) hardcopy of Monthly Invoices*

Phase 1: Preliminary Engineering

Task 1.1 Data Collection: (by Town & Design Team)

The Town will research records and supply the Design Team with copies of pertinent documents, including:

- Record plans of existing channel improvements (as available)
- Street and utility plans (as available)
- Record geotechnical data
- Right-of-way data and/or parcel maps
- Title Reports. These are anticipated to be limited to City property affected by the proposed construction. However, depending on the final project type selection there is the potential to need reports for adjoining private property at select location. Final needs to be determined during design development.
- Maintenance reports, prior studies and field measurements (as available)

The Design Team will coordinate design data needs with the Town and review, disseminate and coordinate design data provided by Town.

Task 1.2 Field Review: (by Town & Design Team)

Conduct field visit of structure in conjunction with Town staff to conduct visual inspections, prepare photo logs of the existing structure, observe visible evidence of structure condition/ deterioration and prepare field review reports.

Field Review Reports will be prepared based on the findings of the field visit. The reports will include a summary of the structural assessment findings, photographic documentation of existing features and conditions, a copy of the field inspection form and a copy of the Condition Rating System used.

Deliverables:

- *Three (3) hardcopies and one electronic copy (PDF) of the draft Field Review Report*
- *Three (3) hardcopies and one electronic copy (PDF) of the final Field Review Report*

Task 1.3 Topographic Surveys and Base Mapping: (by BKF Engineers)

- Conduct topographic survey of creek area within the project limits to obtain cross sections at 100-foot intervals along the Atherton Channel/Marsh Road.
- Conduct utility company coordination to identify any existing utilities within the project limits.
- Topographic survey will include surface improvements from the center of Marsh Road to the wall along the neighboring residential property along the east side of the Atherton Channel. Topographic survey will be bounded upstream and downstream by the existing box culvert headwalls at Middlefield Road and Fair Oaks Avenue.
- Topographic survey will include surface utilities, pavement, wall, channel, fence lines, tree locations, grade breaks, ground shots and dipping of sanitary sewer and storm drain systems.
- Topographic survey will be tied to an established NAVD88 benchmark system.

Deliverables:

- *Three (3) hardcopies and one electronic copy (DWG) of the draft Base Mapping*
- *Three (3) hardcopies and one electronic copy (DWG) of the final Base Mapping*

Task 1.4 Hydraulic Investigation: (by BKF Engineers)

- Design level creek flows within Atherton Channel will be determined based on the findings of the Atherton Grading and Drainage Plan.
- As-built channel hydraulic baseline modeling will be prepared based upon the surveyed channel cross sections from Task 1.3.
- Up to three open channel replacement/ rehabilitation alternatives, as identified in Task 1.7 – Type Selection Memorandum (35% Submittal), including proposed channel transitions from the existing concrete box culverts upstream and downstream of the proposed channel improvements, will be hydraulically evaluated to convey design level flows.
- Hydraulic evaluation will include historical flow rates and flooding conditions.
- Findings of Hydraulic Investigation will be summarized in the Type Selection Memorandum.

Task 1.5 Geotechnical Investigation: (by BAGG)

- Review published and unpublished geotechnical and geologic reports and literature relevant to the area around the project site.
- Perform engineering analysis and develop preliminary recommendations for the various retaining wall/ channel improvements considered as part of the Type Selection Memorandum.
- Prepare Draft Geotechnical Letter Report outlining preliminary recommendations for design of several wall alternatives, including lateral earth pressures, pile recommendations, etc.
- Prepare Final Geotechnical Report including design recommendations for the required wall elements.
- Assist designer during final PS&E preparation as required.

Deliverables:

- *Three (3) hardcopies and one electronic copy (PDF) of the draft Geotechnical Letter Report*
- *Three (3) hardcopies and one electronic copy (PDF) of the final Geotechnical Letter Report*

Task 1.6 Environmental Technical Studies: (by BKF Engineers/ Callander Associates)

- Review available published biological information
- Existing Tree Evaluation
 - Site Reconnaissance: After completion of base mapping, conduct site visit to visually review existing trees within project area. Identify each tree species and circumference per Town of

Atherton heritage tree standards. Evaluate the health and document other existing features affecting growth habits. Photograph each tree.

- Existing Tree Report: Document finding from the Site Reconnaissance in an Existing Tree Report. Report shall be 8 ½ x 11 and shall utilize a combination of photographs and text. Report shall also provide written recommendations for preservation including root zone setbacks, pruning, etc.

Deliverables:

- *Three (3) hardcopies and one electronic copy (PDF) of the draft Existing Tree Report*
- *Three (3) hardcopies and one electronic copy (PDF) of the final Existing Report*

Task 1.7 Type Selection Memorandum (35% Submittal): (by Design Team)

- The Design Team will conduct structural type selection alternative analysis and prepare a draft Type Selection Memorandum for review and comment by the Town.
- A Type Selection Meeting will be conducted with the Town staff, and based on Town comments, the draft Type Selection Memorandum will be revised and a final Type Selection Memorandum will be submitted.
- Representatives from the Design Team will attend a Town Council Meeting to support Town staff's presentation to Council for final Type Selection approval
- The Type Selection Memorandum will include the following:
 - Discussion of design criteria including structural, geotechnical, hydraulic, traffic handling, utilities, right-of-way, environmental documentation and permitting
 - General discussion of structural open channel replacement/ rehabilitation alternatives
 - Detailed review of up to three leading structural channel replacement/ rehabilitation alternatives, including a detailed discussion of the proposed system, preparation of a General Plan sheet (plan, elevation, typical section), preparation of a preliminary Estimate of Probable Construction Cost, and preparation of a preliminary Estimate of Probable Construction Duration.

Deliverables:

- *Three (3) hardcopies and one electronic copy (PDF) of the draft Type Selection Memorandum*
- *Three (3) hardcopies and one electronic copy (PDF) of the final Type Selection Memorandum*

Phase 2: Final Design & Construction Documents

Based on the approved Type Selection Memorandum prepared in Phase 1 – Preliminary Engineering, Construction Documents will be prepared by the Design Team for the Town approved structural alternative. The Construction Documents package will include construction plans, specifications and estimates of anticipated construction costs and will conform to Town and Caltrans Standards. Final design calculations will also be prepared and submitted for Town staff review.

Task 2.1 Unchecked Plans (90% Submittal): (by Design Team)

- 90% Plans: Based on comments received from the Preliminary Design Submittal, the design will be advanced to the point that all major design issues and solutions are represented in the plan documents. Unchecked Plans will be prepared and submitted to the Town, County, District, utility companies and other agencies as applicable for initial review and comment. The following plan types will be prepared as applicable:
 - Title Sheet
 - Key Plan
 - Drainage Plans and Profiles (as required)
 - Utility Plans and Profiles (as required)
 - Construction Details
 - Traffic Handling and Construction Area Signs
 - Detour Plan

- Erosion Control Plans (as required)
- Structure Plans
- 90% Technical Specifications: A draft of the Technical Specifications will be prepared and included in this submittal. The Technical Specifications will reference Town or Caltrans standard specifications sections for the various items of work, with specific consideration of measurement and payment provisions. The Town will be responsible for the completion of “boilerplate” general and standard provisions related to the contract.
- 90% Cost Estimate: The preliminary Estimate of Probable Construction Cost will be updated to reflect the design refinements indicated in the 90% Design Submittal.
- Foundation Report: The preliminary Geotechnical Letter Report will be updated to reflect the design refinements indicated in the 90% Design Submittal.
- Response to Comments: The Design Team will prepare and submit a memo with “response to comments” received from the Preliminary Design Submittal.

Deliverables:

- *Three (3) hardcopies and one electronic copy (PDF) of the 90% Plans*
- *Three (3) hardcopies and one electronic copy (PDF) of the 90% Technical Specifications*
- *Three (3) hardcopies and one electronic copy (PDF) of the 90% Cost Estimate*
- *Three (3) hardcopies and one electronic copy (PDF) of the Final Foundations Report*
- *Three (3) hardcopies and one electronic copy (PDF) of the Response to Comments*

Task 2.2 Checked Plans (100% Submittal): (by Design Team)

- Independent Check: An in-house Quality Assurance/Quality Control Team will conduct an independent review of the plans, specifications, and estimate concurrently with review of the 90% PS&E Submittal by the Town and other agencies.
- Review Comments: Receive and review comments from the Town, in-house QA/QC Team, County, District, utility companies and other agencies. Work with the Town and other agencies to resolve any conflicts between the comments of different reviewers. Incorporate resolved comments and prepare Checked Design Submittal (100% PS&E).
- 100% Plans: Checked Plans will be prepared and submitted to the Town, the utility companies and other agencies as applicable for final review and comment. Agencies shall thoroughly review the details of the project. The Design Team will work with the County, District and other agencies to resolve any conflicts between the comments of different reviewers.
- 100% Technical Specifications: The Technical Specifications will be updated using Town and Caltrans Standard Specifications. The Town will provide “boilerplate” legal and contractual provisions of the contract Bid Documents to the Design Team for review.
- 100% Cost Estimate: The 90% Estimate of Probable Construction Cost will be updated for use in the Bid Documents using standard Town and/or Caltrans items.
- Memorandum – Response to Comments: The Design Team will prepare and submit a memo with “response to comments” received from the 90% PS&E Submittal.
- Attend Community Meeting to support Town staff’s presentation to community

Deliverables:

- *Three (3) hardcopies and one electronic copy (PDF) of the 100% Plans*
- *Three (3) hardcopies and one electronic copy (PDF) of the 100% Technical Specifications*
- *Three (3) hardcopies and one electronic copy (PDF) of the 100% Cost Estimate*
- *Three (3) hardcopies and one electronic copy (PDF) of the Response to Comments*

Task 2.3 Construction Documents (Final Design Submittal): (by Design Team)

- Review Comments: Receive and review final comments from the Town, County, District, utility companies and other agencies. Resolve and incorporate comments and submit Final Design Submittal.

- Project Specifications: Compile Town prepared “boilerplate” specifications with the Design Team prepared Technical Specifications.
- Attend Town Council Meeting to support Town staff’s presentation to Council

Deliverables:

- *One (1) full-size (22x36) signed original and one electronic copy (PDF) of the Final Plans*
- *One (1) photo-ready hardcopy and one electronic copy (PDF) of the Final Project Specifications*
- *One (1) photo-ready hardcopy and one electronic copy (PDF) of the Final Cost Estimate*
- *One (1) hardcopy and one electronic copy (PDF) of the Response to Comments*

Task 2.4 Environmental Documents & Permits: (by BKF Engineers and Callander Associates)

- Environmental Documents: Prepare a Biological Resources Analysis Report.
- Permits: Apply for and obtain a USACE nationwide permit and Joint Aquatic Resource Permit Application (JARPA). Coordinate with USACE, CDFG, USFW and the RWQCB.
- Preservation Review: Provide review of Unchecked Plans (90% Submittal) for adherence to existing tree report.

Deliverables:

- *Three (3) hardcopies and one electronic copy (PDF) of the draft Biological Resources Analysis Report*
- *Three (3) hardcopies and one electronic copy (PDF) of the final Biological Resources Analysis Report*

Task 2.5 Services During Bidding: (by Design Team)

- Attend pre-bid meeting
- Respond to questions concerning the Construction Documents
- Prepare minor contract addenda if necessary

Design Assumptions:

The following assumptions were made in preparing this scope of work:

1. Project data for review as summarized in Task 1.1 will be made available by the Town at the initiation of the project.
2. Channel access will be provided by the Town.
3. Field review will be limited to visual inspection of the existing facilities. Materials testing is not included in the current scope of work. If destructive or non-destructive material testing is deemed necessary, it will be outlined in the recommendations included in the Field Review Report.
4. Plans and details shall be drafted using AutoCAD Version 2009 and shall be prepared following standard Caltrans format as outlined in “Plans, Specification and Estimate Guide” published by Caltrans.
5. The 2010 edition of the Caltrans “Standard Specifications” and Caltrans “Standard Plans” publications will be referenced in the project plans and specifications as applicable.
6. Structural Technical Specifications will be limited to technical specifications related to the replacement/rehabilitation alternative selected. The Town will provide boiler plate specifications to the Design Team for review as part of the 100% Submittal (Task 2.2). The Design Team will compile the Town supplied Boiler Plate Specifications with the Technical Specifications as part of the Final Design Submittal (Task 2.3).
7. Topographic Surveys will be limited to immediate project area between the existing fences (east of Atherton Channel to centerline of Marsh Road) for roughly 1800 linear feet along the creek channel bounded by the existing box culvert headwalls at Middlefield Road and Fair Oaks Avenue. The surveys will include such items as the fence lines at each side of the creek, top and bottom of slope, retaining walls, spot elevations, tree locations and any above ground visible utility structures in this area. Entry into backyards or private residential lots is not included.

8. Boundary Easement information will be incorporated into the project base mapping based on Title Reports for the area to be provided by the Town. This item does not include resolving boundary survey, resolving any discrepancies between field and record information or setting property corners. If required these services can be provided as Extra Work.
9. Right-of-Way Engineering is not anticipated to be required and is not included herein. If required, these services can be performed as Extra Work.
10. No field survey work will be performed for the traffic handling and detour plans.
11. No temporary or modified traffic signal plans are included. Minor timing or phase adjustments may be needed for the detour plan and notes on the plan will suffice as direction to the Contractor.
12. Analysis of off-site storm drainage system is excluded from this scope of services.
13. Project includes the area located within the limits of the existing channel banks between the existing culverts at Middlefield Road and Fair Oaks Avenue. Facilities that may adjoin the channel area above the top of bank or beyond the culvert headwalls are excluded from this scope of services.
14. The Detour Plan for Marsh Road will be prepared based on the approved PG&E detour plan dated 9/11/08 supplied by the Town, or equivalent. The Town will facilitate Detour Plan coordination with affected agencies, to include but not necessarily limited to County of San Mateo and City of Menlo Park.
15. Assuming no topographic survey or existing background drawings are available for the limits required of a traffic control plan and detour plan, the Design Team will create a background by tracing the edge of pavement, striping, and traffic signal poles from Google Earth or using County GIS, with a field check to confirm approximate dimensions and geometry, as needed.
16. Geotechnical recommendations will be prepared based upon the draft "Geotechnical Engineering Report – Atherton Channel Lining Remediation Adjacent to Marsh Road" dated October 2, 2008 as provided by the Town of Atherton. All field investigations, lab work and information provided is assumed to be complete and prepared in accordance with prevailing industry standards and codes, and suitable for use on this project.
17. Section 7, Consultation is not included in the current scope of work but can be provided as Extra Work.
18. It is assumed that the project will qualify for a USACE nationwide permit and the remaining permit applications will be assembled using the Joint Aquatic Resource Permit Application (JARPA). If the project will require an individual permit from the USACE, then it will also be necessary to apply for individual permits from the RWQCB and CDFG. Processing individual permits is not included in this scope of work but can be provided as Extra Work.
19. The Town of Atherton will be the lead agency on the project. The Town will serve as the primary point of contact for the Atherton Channel Water District, the County of San Mateo, the City of Menlo Park and any other local agency as required.
20. Existing utilities will not be impacted by this project. Existing utilities will be shown based on provided as-built documentation and will be identified to be protected during construction.
21. We assume that no right-of-way takes will be required for the project. Preparation of Legal Descriptions or filing a Record of Survey with the County is not included in the current scope of work but can be provided as Extra Work.
22. The arborist will provide documentation of existing trees and prepare recommendations for preservation in an informal Existing Tree Report for use by the Design Team. This is not a formal Arborist Report. A formal Arborist Report can be provided as Extra Work.
23. The Design Team will support Town staff with exhibits and attendance at two Town Council Meetings. The Design Team will support Town staff with exhibits and attendance at one Community Meetings. The Town will provide meeting facilities, coordination, advertisement, minutes and facilitation of these meetings.

24. Construction support services are not included in the current scope of work. A detailed Construction Services Proposal will be prepared after submittal of the 100% PS&E when the scope of construction support services can be more definitively known. In general, the services during construction will include:
- Attend Preconstruction Conference with Town and Contractor
 - Conduct preconstruction surveys
 - Attend weekly construction meetings as requested by the Town
 - Conduct periodic site visits to observe the performance and progress of the work
 - Conduct arborist site visit during clearing and grubbing operations
 - Response to Contractor and Town initiated Requests for Information (RFIs)
 - Review shop drawing submittals required by the project technical specifications
 - Prepare change orders for approval of the Town when required by unanticipated field conditions
 - Prepare Record Drawings from one master red-lined mark-up set provided by the Town Resident Engineer

Additional Services – Subject to Additional Compensation

1. Although Biggs Cardosa Associates has tried to be comprehensive in developing this scope of work, there may be unforeseen issues which will necessitate additional services beyond the scope of work described herein. Specific items described in the engineering or environmental studies may require additional investigations, calculations, plans, or measures than what was scoped in this proposal. It is recommended that the Town include some budget in the contract to account for unexpected additional services.
2. The following additional services may be required depending on the actual conditions encountered and design features selected by the Town. The Biggs Cardosa Associates Design Team is fully qualified and capable of performing these services as extra work should they be required:
 - Preparation of a mitigated negative declaration or other CEQA compliance documents.
 - Destructive or non-destructive material testing.
 - Hazardous materials removal plan preparation.
 - Right-of-Way Engineering.
 - Additional meetings with review boards and commissions.
 - Construction staking.
 - Construction inspection.
 - Modified or temporary traffic signal plans.
 - Traffic study and traffic counts.
 - Utility potholing and utility locating.
 - Formal Arborist Reports.

EXHIBIT B

Schedule of Performance

Project Schedule

Per the Town's request in the RFP documents, we have prepared the following draft milestone schedule, based on the conceptual scope of services outlined in the previous section. A final milestone schedule based on the final negotiated scope of work will be provided to the Town after receipt of the project Notice to Proceed.

Phase 1: Preliminary Engineering

- | | |
|-------------------|--------------------------------------------------|
| - | Town Notice to Proceed (NTP) |
| 2 weeks after NTP | Conduct Kick-off Meeting and Formal Field Review |

5 weeks after NTP	Complete Site Surveys and Base Mapping
5 weeks after NTP	Complete Hydraulic, Geotechnical, and Environmental Investigations and Prepare Recommendations
8 weeks after NTP	Submit Type Selection Memorandum to Town
10 weeks after NTP	Receive Town Type Selection Approval (TSA)

Phase 2: Final Design & Construction Documents

6 weeks after TSA	Submit 90% PS&E to Town
9 weeks after TSA	Receive Town Review Comments
9 weeks after TSA	Complete In-house QA/QC of 90% Submittal
12 weeks after TSA	Submit 100% PS&E to Town
14 weeks after TSA	Receive Town Review Comments
16 weeks after TSA	Submit Final PS&E to Town

EXHIBIT C

Compensation

[to be inserted]

EXHIBIT D

Consultants, Specialists, or Experts

Biggs Cardoso Associates, Inc. (Project Management/Structural Engineering)
865 The Alameda
San Jose, CA 95126
408-296-5515

BKF Engineers (Civil Engineering)
255 Shoreline Drive
Suite 200
Redwood City, CA 94065
650-482-6300

BAGG Engineers (Bay Area Geotechnical Group) (Geotechnical Engineering)
847 Maude Avenue
Sunnyvale, CA 94085
650-852-9133

Callandar Associates Landscape Architecture (Arborist)
311 Seventh Avenue
San Mateo, CA 94401
650-375-1313



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: MICHAEL KASHIWAGI, COMMUNITY SERVICE DIRECTOR

DATE: FOR THE MEETING OF OCTOBER 17, 2012

**SUBJECT: ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE
OF COMPLETION AND APPROVAL OF CONTRACT CHANGE
ORDERS IN THE AMOUNT OF \$2500.00 FOR A TOTAL PROJECT
COST OF \$31,500.00 FOR THE PARK PAINTING PROJECT NUMBER
56054**

RECOMMENDATION

Accept work and authorize recording of a notice of completion and approving contract change orders in the amount of \$2500.00 for a total project cost of \$31,500.00 for the Park Painting Project Number 56054.

INTRODUCTION

The Council awarded a contract in July, 2012 to Olympic Painting for \$31,160.00, with a \$3116.00 construction contingency, for a total authorized amount of \$34,276.00. Work under the contract has been completed.

ANALYSIS

The original contract price was for \$ 29,000.00. There was 1 field directive change orders totaling \$2500.00 bringing the total contract to \$31,500.00 . The contract changes were as follows:

1. Original Contract \$29000.00

2. Quantity Increases/Decreases	\$0.00
3. Change Order No. 1	\$2500.00
TOTAL	\$31,500.00

Change order #1 was requested by Olympic Painting as a lump sum of \$2500 to provide the following work which was not included in the original contract and was necessary for a superior paint product;

Carriage House – the severely weathered rear of the building required an additional full coat (top to bottom) of a tinted oil based primer along with extensive fillers and wood repairs to provide a solid base for the new paint. In addition a second coat of paint was added to the rear of the building and the entire Carriage House structure at no additional cost.

Water tower – the trim on the entire balcony level of the structure and above, including the metal railing, required extensive paint removal and addition of a full coat of high grade primers (wood and metal). The entire lower section of the tower also required a full coat of primer and additional wood fillers. In addition, a second coat of paint was added to the lower portion of the structure at no additional cost

FISCAL IMPACT

Funding for this project in the amount of \$ 40,000.00 is included in the FY 2011-12 budget. The final cost of this segment of work is \$8500.00, less than the budget estimate.

CONCLUSION:

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

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

Theresa DellaSanta
Interim City Manager

Attachment: Notice of Completion
Certificate of Completion

RECORD REQUESTED BY:

TOWN OF ATHERTON
AND WHEN RECORDED MAIL TO:

CITY CLERK, TOWN OF ATHERTON

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

No fee pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TOWN OF ATHERTON
NOTICE OF COMPLETION

PARK PAINTING
PROJECT NO. 56054
ATHERTON, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT Michael Kashiwagi, Engineer of Work for the Town of Atherton, County of San Mateo, California, on the 18th day of October, 2012 did file with the City Clerk of said Town a Certificate of Completion for the work described in the construction contract awarded to Olympic Painting on the 20th day of June, 2012, said contract being executed on the 9th day of August, 2012.

That said work and improvements were accepted as completed on the 5th day of October, 2012, and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 17th day of October, 2012, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is Western Surety Company, 101 S Phillips Ave, Sioux Falls, South Dakota, 57104-6703.

That said work and improvements consisted of Park Painting as described in the plans an specification approved by the City Council of the Town of Atherton pursuant to motion, adopted the 20th day of June, 2012.

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

BY: _____
Mike Kashiwagi, City Engineer

ATTEST: _____
Theresa DellaSanta, City Clerk

Date

Date

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

(Date and Place) (Signature) Mike Kashiwagi, City Engineer

**TOWN OF ATHERTON
CERTIFICATE OF COMPLETION**

PROJECT NAME: Park Painting
PROJECT NUMBER: 56054
LOCATION: 150 Watkins Ave, Atherton, Ca, 54027

NOTICE IS HEREBY GIVEN:

1. That on October 5, the Public Works project known as Park Painting Contract was completed in accordance with the plans and specifications as required by the Town of Atherton.
2. That the name and address of the party filling this notice is:
Town of Atherton
91 Ashfield Road
Atherton, California 94027.
3. That the name and address of the Contractor responsible for the construction of the project is:
Olympic Painting
5294 South Montecito Dr.
Concord, Ca. 94521
4. That the name and address of the Contractor's surety is:
Western Surety Co.
101 S Phillips Ave
Sioux Falls, S.D, 57104-6703
5. That the project is described as:
Park Painting, as more particularly described in the plans and specification approved by the City Council of the Town of Atherton pursuant to Motion, adopted the 20th day of June, 2012.

BY: _____
Michael Kashiwagi, P.E. _____
Public Works Director **Date**

ATTEST: _____
Theresa DellaSanta _____
City Clerk **Date**



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BILL CONNERS, CITY ATTORNEY

DATE: FOR THE MEETING OF OCTOBER 17, 2012

**SUBJECT: URGENCY ORDINANCE CREATING A NEW ARTICLE III OF
CHAPTER 2.56 ESTABLISHING A PROCEDURE FOR APPEALS
FROM DISCIPLINARY ACTION.**

RECOMMENDATION

1. Make a finding that the facts outlined in Section 1 exist and constitute an urgency exists relating to preservation of the public peace, health, or safety such that the ordinance needs to be adopted as an urgency matter.
2. Adopt the ordinance.

DISCUSSION

The Town of Atherton does not have existing personnel rules and regulations that establish a procedure for providing required appeals from proposed disciplinary action. At the present time there is at least one, and potentially two, employees undergoing disciplinary action that will or could result in an appeal. It is necessary to adopt a process to allow a fair and effective appeal hearing to take place.

The procedure recommended will permit the City Manager to hear most appeals; however, if he or she believes that they cannot act appropriately, an alternate hearing officer can be appointed by the City Manager.

FISCAL IMPACT

In most instances there will be no fiscal impact since hearings will be conducted "in-house." However, from time-to-time there will be a need to hire an outside hearing officer, probably an attorney familiar with municipal affairs, and there will be a resulting cost. It is not anticipated

that such outside hearing officers will be a frequent expense and when necessary that the cost will be more than \$5000.

CONCLUSION

For the reasons noted, staff recommends adoption of the ordinance as an urgency matter.

ORDINANCE ____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON CREATING A NEW ARTICLE III OF CHAPTER 2.56
ESTABLISHING A PROCEDURE FOR APPEALS FROM DISCIPLINARY
ACTION**

WHEREAS, existing Chapter 2.56 does not contain any specified procedure for the lodging of an appeal from a proposed disciplinary action by an employee; and

WHEREAS, fundamental due process rights require that an employee facing substantial discipline be entitled to an appellate hearing before a reasonably fair and impartial hearing officer, and to have their dispute resolved in a timely manner; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE TOWN OF
ATHERTON DOES ORDAIN AS FOLLOWS:**

SECTION 1: Urgency established.

There exist valid, constitutional, and reasonable facts to justify a determination that the Council adopt this ordinance as an urgency matter.

The Council finds that: (1) there are pending disciplinary matters wherein the employee desires or may desire to lodge an appeal from the proposed discipline; (2) there is no existing provision in the Town's Municipal Code or Personnel Rules and Regulations regarding appeals from proposed discipline; (3) due process requires the employee be granted an appropriate appeal in a timely manner, and (4) the Town has an obligation to create an appropriate appellate procedure regarding personnel decisions in an expeditious manner. Therefore, the Council finds that an urgency exists relating to preservation of the public peace, health, or safety, and adopts this ordinance as an urgency matter.

SECTION 2: Adoption of new Article III of Chapter 2.56 establishing a procedure for appeals from disciplinary action.

A new Article III of Chapter 2.56 is hereby created as follows:

“Article III. Appeals from Disciplinary Action.

2.56.100 Appeals from proposed discipline.

An employee charged with violation of Town or Department rules and regulations and who has exhausted the administrative procedures available to him or her and is now proposed to be disciplined in accordance with such rules and regulations shall be entitled to an administrative appeal.

2.56.110 Procedure.

A. Absent unusual circumstances, within five (5) business days of receipt of written notice implementing disciplinary action, the employee may file a notice of appeal by giving written notice of appeal to the City Clerk. A time for an appeal hearing before the City Manager shall be established which shall be not less than ten (10) business days nor more than thirty (30) business days from the date of filing of the appeal unless the employee and the City Manager agree to some other date. All interested parties shall be informed in writing of the date, time and place of the hearing at least (5) business days prior to the hearing.

B. The City Manager or a designee shall be the hearing officer for appeals unless the City Manager determines that he or she has been substantially involved with or embroiled in the disciplinary proceedings and cannot be neutral, either with or without a written request from the employee, the City Manager may in his or her sole discretion designate another hearing officer to hear the appeal. In situations where the affected employee is a department head or member of the City Manager's direct staff, an alternate hearing officer shall be designated by the City Manager to hear the appeal.

C. In instances involving termination, if the City Manager, in his or her sole discretion, determines that an independent hearing officer should be appointed, the City Manager shall select a non-employee of the Town to conduct the hearing. That hearing shall comply with the provisions of this Article insofar as possible.

D. All appeal hearings shall be closed to the public unless the appellant requests that it be open to the public. The appellant shall be present at the hearing.

E. The hearing shall be informal in nature and not be conducted in accordance with technical rules of evidence and procedure; however, hearings shall be conducted in a manner most conducive to determining the truth in a fair and appropriate manner. Each party shall have the right to be represented by counsel or other person, to call and examine witnesses, to introduce evidence, to cross-examine opposing witnesses, and to impeach opposing witnesses and rebut any information they may present. Any relevant evidence may be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in and of itself to support a finding unless it would be admissible over objection in a civil action. The rules of privilege shall be recognized as in civil actions, and irrelevant and unduly repetitious evidence may be excluded. Decisions made by the hearing officer shall not be invalidated by any informality in the proceedings.

F. The hearing officer shall rule on the admission or exclusion of evidence, and may rely upon legal counsel for assistance where necessary.

G. Oral evidence shall be taken only on oath or affirmation under penalty of perjury.

H. The hearing shall proceed in the following order unless the hearing officer for special reason directs otherwise:

- (a) The party imposing discipline may make an opening statement;
- (b) The appealing party may make an opening statement;
- (c) The party imposing discipline shall present its case in chief and produce evidence on its behalf;
- (d) The party appealing may then present its defense and produce evidence on its behalf;
- (e) The parties may then, in order, respectively offer rebuttal evidence;
- (f) Arguments shall be made, first by the party imposing discipline, then the appealing party. Further rebuttal arguments may be allowed by the hearing officer in his or her discretion; and
- (g) The hearing officer shall take the matter under submission and issue a written decision within fifteen (15) days, or longer if agreed to by both parties. The decision shall include findings and recommendations regarding each of the charges and whether each charge is sustained, rejected, or modified.

H. During the examination of witnesses all other witnesses, except a representative of each party, shall be excluded from the hearing.

I. The hearing officer may grant a continuance prior to the commencement of the hearing or during the hearing for any reason believed to be important to reaching a fair and proper decision.

J. The decision of the hearing officer is final and conclusive in all cases except where the affected employee is a department head.

K. The decision of the hearing officer may presented to the Superior Court for judicial review pursuant to Code of Civil Procedure section 1094.6, and any such review shall be filed within the time limits set forth therein.

L. If any of the provisions of this Article conflict with the Public Safety Officers Procedural Bill of Rights (Gov. C. sections 3300 through 3311), the provisions of that Act shall prevail for public safety officers as defined in Gov. C. section 3301.

M. The City Manager may establish any necessary administrative procedures required to carry out the intent of this Article and to ensure a uniform, fair, and appropriate process.

N. The City Council shall have sole authority for the discipline of its appointed officers, and shall follow the provisions of this Article insofar as possible.”

Passed and adopted as an Ordinance of the Town of Atherton at a regular meeting thereof held on the 17th day of October, 2012, by the following vote:

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

William R. Widmer, Mayor

ATTEST:

Theresa DellaSanta, City Clerk

APPROVED AS TO FORM:

William B. Conners, City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CHIEF EDWIN F. FLINT

DATE: FOR THE MEETING OF OCTOBER 17, 2012

**SUBJECT: ADOPTION OF RESOLUTION ACCEPTING EXPEDITURES FOR
BALANCE OF FISCAL YEAR 2012/13 SUPPLEMENTAL LAW
ENFORCMENT SERVICES FUND (SLESF), CITIZEN'S OPTION
FOR PUBLIC SAFETY (COPS) GRANT**

RECOMMENDATION:

Staff recommends that Council Adopt a resolution accepting the recommended expenditures of the remaining balance of FY 2012-13 Supplemental Law Enforcement Services Fund (SLESF), Citizen's Option for Public Safety (COPS) Grant in the amount of \$100,000.00 in accordance with state requirements. The funds must be expended by June 30, 2013.

INTRODUCTION:

Over the past several years monies have been available through the State of California to local entities in the form of Citizen's Option for Public Safety (COPS) Grant. This year the Atherton PD will receive \$100,000 (same as last year). The grant restricts money to front line law enforcement purposes. On behalf of the State, the County of San Mateo manages the program at the local level. The County will issue the grant funds once they receive a resolution adopted by Council and the planned distribution of funds are approved by their Law Enforcement Oversight Committee.

PD will use State COPS funds for funding sworn personnel.

ANALYSIS:

In FY 1996-1997, the California State Legislature created the Citizen’s Option for Public Safety (COPS) Program. Under this program, cities and counties receive state funds to augment public safety expenditures. This is a non-competitive grant program. Effective September 8, 2000, cities are guaranteed a minimum grant award of \$100,000. The program has continued every year since its inception, and the Atherton PD anticipates receiving COPS funds on an annual basis.

The funds must be used for frontline municipal police services and must supplement existing funding. Council is required to hold a public hearing, apart from its usual budget hearings to consider the written request of the Chief of Police for use of funds.

Each city must create a Supplemental Law Enforcement Services Fund (SLESF) for the COPS grant money. The funds cannot be used for administrative overhead costs in excess of 0.5 percent of the total allocation. The allocation may not be used to fund the costs of any capital project or construction project that does not directly support frontline law enforcement.

FISCAL IMPACT:

There is no fiscal impact and no matching requirements for grant money expended and no direct impact on the Town’s General Fund associated with this action.

Prepared By:

Approved:

Edwin F. Flint
Chief of Police

Theresa DellaSanta
Interim City Manager

RESOLUTION 12-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
TO ACCEPT A STATE COPS GRANT FROM THE STATE OF CALIFORNIA AND
APPROVE USE OF THE FUNDS**

WHEREAS, the FY 2012-13 State Budget includes funding the State COPS program which includes funding of at least \$100,000 to the Town of Atherton Police Department for Fiscal Year 2012/13; and

WHEREAS, the Legislature mandated this money to be spent for the front line law enforcement purposes; and

WHEREAS, the Atherton Police Department wishes to spend the grant to place a Police Officer on the streets; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton, California does hereby approve the use of the State COPS Grant for the Atherton Police Department to place a Police Officer on the streets.

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of October, 2012 by the following vote:

<i>AYES:</i>	<i>COUNCILMEMBERS:</i>
<i>NOES:</i>	<i>COUNCILMEMBERS:</i>
<i>ABSENT:</i>	<i>COUNCILMEMBERS:</i>
<i>ABSTAIN:</i>	<i>COUNCILMEMBERS:</i>

ATTEST:

Bill Widmer, MAYOR
TOWN OF ATHERTON

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Bill Conners, City Attorney



Item No. 19

DATE: FOR THE CITY COUNCIL MEETING OF OCTOBER 17, 2012

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

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

**SUBJECT: ANNEXATION OF LANDS OF SONMEZ, 70 CAMINO POR LOS ARBOLES
(APN 070-302-300) – PUBLIC HEARING FOR OBJECTIONS AND
RESOLUTION ORDERING ANNEXATION**

RECOMMENDATION:

Planning Staff recommends that the City Council hold the public hearing to allow any interested party to state their objections to the proposed annexation to the Atherton Channel Drainage District.

Planning Staff further recommends that the City Council adopt the attached resolution entitled “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ORDERING THE ANNEXATION OF THE LANDS OF SONMEZ TO THE ATHERTON CHANNEL DRAINAGE DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS DETACHMENT FROM THE UNIVERSITY HEIGHT DRAINAGE MAINTENANCE DISTRICT”.

BACKGROUND:

The owners of property located at 70 Camino por los Arboles, currently within the Atherton Town limits, own an adjacent parcel of land that is in unincorporated territory. The adjacent parcel (APN 070-302-300) has an area of approximately 5,345 square feet and does not have access to a public street. The property owners wish to merge (i.e. remove the adjoining property line) the adjacent property with the parcel on which their main residence is located at 70 Camino por los Arboles and annex the merged parcel to the Town of Atherton.

In order to complete the process the owners have taken the actions listed below:

- Applied for and received approval of rezoning for the adjacent parcel to the R-1A Zoning District from the Planning Commission and City Council.
- Applied to and received approval for annexation of the adjacent parcel from the San Mateo Local Agency Formation Commission (LAFCo) on March 21, 2012. The annexation was conditioned upon detachment of the parcel from the County-governed University Heights Drainage Maintenance District (UHDMD) and annexation to the Town-governed Atherton

Channel Drainage District (ACDD).

- Completed an agreement between the Town and San Mateo County to transfer the tax increment currently directed to the UHDMD, to the ACDD.

The final steps in the process are:

- Atherton City Council holds protest hearing for objections by any person interested in the proposed annexation, to the inclusion in the ACDD of the Lands of Sonmez.
- Atherton City Council adoption of a resolution requesting detachment of the parcel from the UHDMD and annexation to the ACDD.
- Finalize the lot merger

ANALYSIS:

In accordance with the LAFCo condition cited above, the ACDD and San Mateo County Board of Supervisors have agreed to transfer the current tax increment from the UHDMD to the ACDD. The next step is for the City Council to hold a protest hearing on the proposal. At the conclusion of the protest hearing the City Council may adopt a resolution requesting detachment of the parcel from the UHDMD and annexation to the ACDD. Staff will then record the boundary change and file with the State Board of Equalization to complete the annexation process which is required before the parcels can be merged.

FISCAL IMPACT:

All costs associated with the annexation are paid for by the applicant.

FORMAL MOTION:

I move that the City Council adopt the resolution entitled “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ORDERING THE ANNEXATION OF THE LANDS OF SONMEZ TO THE ATHERTON CHANNEL DRAINAGE DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS DETACHMENT FROM THE UNIVERSITY HEIGHT DRAINAGE MAINTENANCE DISTRICT”.

Neal J. Martin, Town Planner

Attachments:

1. Draft Resolution
2. Letter from Martha Poyatos, Executive Officer, San Mateo Local Agency Commission to Theresa DellaSanta, Interim City Manager, July 9, 2012
3. Location Map

RESOLUTION NO. 12-____

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
ORDERING THE ANNEXATION OF THE LANDS OF SONMEZ TO THE ATHERTON
CHANNEL DRAINAGE DISTRICT AND REQUESTING THE BOARD OF
SUPERVISORS DETACHMENT FROM THE UNIVERSITY HEIGHT DRAINAGE
MAINTENANCE DISTRICT**

THE CITY COUNCIL OF THE TOWN OF ATHERTON AND THE GOVERNING BOARD OF THE ATHERTON CHANNEL DRAINAGE DISTRICT DO RESOLVE AS FOLLOWS:

WHEREAS, pursuant to an application made by the property owner of 70 Camino por los Arboles (APN 070-302-110) and the adjoining parcel known as APN 070-302-300 (THE PARCEL), the Atherton City Council pre-zoned THE PARCEL to the R-1A Zoning District in anticipation of annexation of THE PARCEL to the Town of Atherton; and

WHEREAS, pursuant to an application made by the property owner of 70 Camino por los Arboles and THE PARCEL, the San Mateo Local Agency Formation Commission (LAFCo) approved on March 21, 2012, annexation of THE PARCEL to the Town of Atherton conditioned upon detachment of THE PARCEL from the County-governed University Heights Drainage Maintenance District (UHDMD) and annexation to the Town-governed Atherton Channel Drainage District (ACDD); and

WHEREAS, pursuant to state law that requires the City Council as governing body of the ACDD and the County of San Mateo (County) to agree to a property tax exchange as a result of the proposed annexation of THE PARCEL to the ACDD and detachment from the UHDMD the governing board of the ACDD adopted Resolution No. 12-27 on August 15, 2012 and the County Board of Supervisors adopted Resolution No. 072109 on August 14, 2012 agreeing to the property tax exchange,; and

WHEREAS, on October 17, 2012 the Atherton City Council and Governing Board of the Atherton Channel Drainage District held a public hearing to allow any person interested in the proposed annexation to object to the inclusion in the district of THE PARCEL; and

WHEREAS, at the conclusion of the October 17, 2012 public hearing the Atherton City Council and Governing Board of the Atherton Channel Drainage District determined that there were either no objections to the inclusion in the district of THE PARCEL or that the objections were overruled by the Atherton City Council and Governing Board of the Atherton Channel Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED AS FOLLOWS:

1. The boundaries of the territory proposed to be annexed are described in Exhibit A attached and made a part of this resolution.
2. The proposed annexation is hereby designated as “Annexation No. 2012-1 to the Atherton Channel Drainage District”.

3. It is hereby declared that the area to be annexed to the ACDD will be benefited by the annexation because it will be served by the drainage improvements existing and proposed in the ACDD.
4. The San Mateo County Board of Supervisors is hereby requested to detach THE PARCEL from the University Height Drainage Maintenance District.
5. The Atherton City Council and Governing Board of the Atherton Channel Drainage District hereby order the annexation of THE PARCEL to the Atherton Channel Drainage Maintenance District.
6. Pursuant to California Streets and Highways Code Section 5853 a copy of this resolution shall be transmitted to the San Mateo County Board of Supervisors.
7. The Atherton City Clerk is hereby directed to record certified copies of this resolution pursuant to the State of California Health and Safety Code and Streets and Highways Code.

* * * * *

PASSED AND ADOPTED THIS ____ day of _____ 2012, by the following votes: Council
[Names]

Ayes:
Noes:
Absent:

TOWN OF ATHERTON

ATTEST:

Theresa DellaSanta, City Clerk/Interim City Manager

APPROVED AS TO FORM:

William B. Connors, City Attorney

SAN MATEO



LOCAL AGENCY FORMATION COMMISSION

455 COUNTY CENTER, 2ND FLOOR • REDWOOD CITY, CA 94063-1663 • PHONE (650) 363-4224 • FAX (650) 363-4849

July 9, 2012

Theresa DellaSanta, Interim City Manager
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

Subject: Annexation of Lands of Sonmez (APN 070-302-300) to the Atherton
Channel Drainage District

Dear Ms. DellaSanta:

As you may recall, the Town of Atherton pre-zoned the above noted property in anticipation of annexation to the Town of Atherton and San Mateo LAFCo approved the annexation conditioned upon detachment of the parcel from the County-governed University Heights Drainage Maintenance District (UHDMD) and annexation to the Town-governed Atherton Channel Drainage District (ACCD). The application for annexation to the Town was initiated by the property owners in order to merge this parcel with the parcel on which their main residence is located (70 Camino por los Arboles) that is already in Town boundaries. In order to complete the LAFCo approved annexation to the Town and the subsequent lot merger, it is necessary to detach the parcel from the UHDMD and annex it to the ACCD. This process is governed by ACCD enabling legislation cited below and attached. The process sets forth that the Town adopt a resolution requesting detachment of the parcel from the UHDMD and annexation to the ACCD pursuant to the Health & Safety Code Section 4641-4648 and Streets and Highways Code Section 5853 (attached).

However, prior to the Town taking this action, because the parcel is in a tax rate area that currently directs 0.11840171 of tax increment to the UHDMD, it is necessary for the County and the Town to agree to transfer of this increment from the UHDMD to the ACCD. Once resolutions are adopted by the Town Council and Board of Supervisors, the Town can take action to adopt the resolution

Lands of Sonmez

July 6, 2012

Page 2

transferring the parcel from UHDMD to ACCD, record the boundary change and file with the State Board of Equalization. Once these actions have been taken, the Town can complete the merger process.

LAFCo requests that the Town and the County consider the tax increment transfer of 0.11840171 from the UHDMD to the ACCD and adopt resolutions agreeing to the exchange. Recognizing that this type of boundary change is not often processed by a city, I offer my assistance as the Town moves forward to complete transfer of the parcel from UHDMD to ACCD.

Please feel free to contact me with questions.

Sincerely,

A handwritten signature in black ink that reads "Martha Poyatos". The signature is written in a cursive, flowing style.

Martha Poyatos
Executive Officer

- C: Peggy Jensen, Deputy County Manager
James C. Porter, Director, San Mateo County Department of Public Works (DPW)
Ann Stillman, Deputy Director, Engineering & Utilities, San Mateo County DPW
Debra Auker, Finance Director, Town of Atherton
Lisa Costa Sanders, Neal Martin & Associates
Shirley Tourel, Deputy Controller, San Mateo County Controller's Office
Ma Cherie Reyes, Accountant II, San Mateo County Controller's Office
Brian Heffernan, Attorney at Law

Streets & Highways Code (Maintenance Districts)

5853. Whenever any portion of a district is included within a city by reason of incorporation, annexation, or otherwise, such portion shall continue to remain a part of the district for all purposes until a copy of a resolution adopted by the city requesting exclusion of such territory from the district is received by the board of supervisors. Upon the withdrawal of any territory of a district, all property acquired for the district and all unencumbered funds on the date of withdrawal, including all taxes levied and collected by the district in any year in which taxes are levied and collected by the district after the date of withdrawal on property withdrawn from the district, shall be divided between the city and the remaining district in proportion to the assessed value of the real property of the territory so withdrawn and the portion remaining. For the purpose of this article, the unencumbered funds are the sum of money, uncollected taxes, and other uncollected amounts belonging to or due such district, in excess of an amount sufficient to pay all claims and accounts against the district.

HEALTH AND SAFETY CODE

SECTION 4641-4648

4641. Territory which is either within or without the boundaries of the city and which is not within the boundaries of any other improvement district formed pursuant to this chapter may be annexed to any existing improvement district by the governing body of the city.

4641.5. Territory which is outside the boundaries of the city, or the initiating city, as the case may be, shall not be annexed unless the governing body of the city within which such outside territory is situated, or, in the case of unincorporated territory, the board of supervisors of the county in which such territory is situated, consents to such annexation by resolution adopted at any time prior to the conclusion of the hearing which is provided for by Section 4646 on the annexation. Any district which as a result of any annexation includes territory not solely within the boundaries of a single city shall thereafter be deemed to be a district formed pursuant to Article 2a (commencing with Section 4614.1) of this chapter even though it was not originally formed pursuant to that article.

4642. Whenever the governing body of the city determines and finds that additional territory will be benefited by annexation to the district, it may pass a resolution to that effect.

4643. The resolution shall be passed by a vote of two-thirds of all the members of the governing body of the city.

4644. The resolution shall do all of the following:

- (a) Describe the boundaries of the territory proposed to be annexed.
- (b) Designate the proposed annexation by an appropriate number.
- (c) Declare that the area to be annexed to the district will be benefited by such annexation.
- (d) Name the time and place for the hearing of objections by any person interested in the proposed annexation, to the inclusion in the district of any land described in the resolution.

4645. The resolution, together with the names of the members of the governing body voting for and against it, shall be published, posted, and mailed as provided in Sections 4610 and 4610.5, except that in applying such sections the word "district" shall mean the territory proposed to be annexed.

4646. On the day fixed for the hearing, or any day to which the hearing is continued, the governing body shall hear and consider any objections presented to the annexation of the territory to the district or to the inclusion of any territory proposed to be annexed. At the hearing the governing body shall exclude from the proposed annexation any territory which in its opinion will not be benefited by such annexation.

4647. After making all necessary and proper changes in the boundaries, the governing body may, by a resolution passed by a two-thirds vote of all its members order the annexation to the district of all or such part of the territory originally proposed to be annexed as the governing body determines will be benefited by such annexation and shall describe the boundaries of the territory annexed. This resolution, together with the names of the members of the governing body voting for and against the resolution, shall be spread upon the minutes of the governing body. Certified copies of the resolution shall be recorded and filed in the manner and with the same force and effect as provided in Section 4613.

4648. Upon the recordation of such resolution the territory annexed is a part of the district and is subject to all the liabilities and entitled to all the benefits of the district.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: THERESA N. DELLASANTA, INTERIM CITY MANAGER

DATE: FOR THE REGULAR MEETING OF OCTOBER 17, 2012

SUBJECT: POTENTIAL ADJUSTMENT TO REGULAR CITY COUNCIL MEETING SCHEDULE

RECOMMENDATION:

To be determined.

BACKGROUND:

The regular city council meeting for November falls on the Wednesday evening before the Thanksgiving holiday. Historically, Council does not change or cancel meetings however staff felt it was appropriate to give Council a chance to potentially adjust the schedule to change the meeting to a different date.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: EDWIN F. FLINT, CHIEF OF POLICE

DATE: FOR THE MEETING OF OCTOBER 17, 2012

**SUBJECT: TOWN RESPONSE TO CIVIL GRAND JURY REPORT WHETHER
SAN MATEO COUNTY NEEDS 13 SEPARATE POLICE DISPATCH
CENTERS**

RECOMMENDATION

Staff recommends that the City Council accept the attached final proposed draft as the Town's response to the Civil Grand Jury regarding whether San Mateo County Needs 13 Separate Police Dispatch Centers.

DISCUSSION

The San Mateo County Civil Grand Jury issued a report entitled, "*Does San Mateo County Need 13 Separate Police Dispatch Centers*", in August, 2012. In that report, the Grand Jury makes fifteen findings and one recommendation. By October 17, 2012, the Atherton City Council must approve a response at a public meeting as follows:

1. For each finding, the Town must either:
 - a. Agree with the finding
 - b. Disagree in whole or in part, explaining which part is disputed and why.
2. For each recommendation either:
 - a. State that the recommendation has been implemented, with a summary regarding the implemented action
 - b. State that the recommendation will be implemented within a specified time frame

- c. State the recommendation requires further analysis, with an explanation of the scope and parameters of the analysis or study and a time frame of not more than six months
- d. State that the recommendation will not be implemented because it is not warranted or reasonable, with an explanation therefore.

A draft response to the Civil Grand Jury for the Council's consideration is attached.

FISCAL IMPACT

None.

Edwin Flint, Chief of Police

Theresa DellaSanta, Interim City Manager

Attachments:

Report of the Civil Grand Jury
Draft Response of Town of Atherton



Town of Atherton

**91 Ashfield Road
Atherton, California 94027
Phone: (650) 752-0500
Fax: (650) 614-1212**

September 19, 2012

Honorable Gerald J. Buchwald
Judge of the Superior Court
Hall of Justice
400 County Center, 8th Floor
Redwood City, CA 94063-1655

Re: The 2011-2012 San Mateo County Grand Jury report, "Does San Mateo County Need 13 Separate Police Dispatch Centers?"

Dear Honorable Buchwald:

The Atherton City Council wishes to thank the 2011-2012 San Mateo County Grand Jury for their research and analysis into the question of whether or not there needs to be 13 separate police dispatch centers in San Mateo County or fewer consolidated dispatcher centers?

The outsourcing or consolidation of the Atherton Police Department's communications center with another public safety jurisdiction is not a new concept, and one that police staff has given careful consideration and analysis to in the past.

The City Council is troubled by the fact that no one from the Grand Jury actually spoke to our Police Chief or a member of his staff on this matter. It is no wonder that both the City Council and our Police Chief have concerns and questions with some of the Grand Jury's findings, assumptions and conclusions.

Findings

1. In San Mateo County there are 15 different fire departments or districts, all of which use the Public Safety Communications Center for dispatch services. The Redwood City Fire Station on Marshall Street is the back-up facility for fire dispatch.

Response:

The Town partially disagrees with this finding. There are 18 different fire departments or districts, all of which use the Public Safety Communications Center for dispatch.

The Town agrees that the Redwood City Fire Station on Marshall Street is the back-up facility for fire dispatch.

2. There are 16 Police Departments in the County, including the San Mateo County Sheriff.

Response:

The Town disagrees with this finding. There are 16 municipal agencies, 1 special district, and the San Mateo County Sheriff's Office for a total of 17 law enforcement agencies. The Bart Police also have a presence in San Mateo County.

The San Mateo County Sheriff's Office provides contract police services for the Cities of San Carlos, Millbrae, and Half Moon Bay, and the Towns of Woodside, Portola Valley, and the unincorporated area of Eichler Highlands.

3. The number of police dispatch centers in the County has been reduced from 22 to 13 over the last 12 years.

Response: The Town disagrees with this finding. We believe there were 16 law enforcement dispatch centers 12 years ago and now there are 13.

4. For the cities operating their own dispatch centers the average cost per call is \$30.04. For those cities contracting out dispatch the average cost per call is \$18.45. Some of the cost difference is due to the fact that dispatchers in many cities perform additional duties while cities that contract out are just paying for dispatch services.

Response:

The Town disagrees with this finding and has serious questions concerning the cost methodology used in the Grand Jury's analysis.

For example, the Grand Jury compared the cost of providing only police dispatching services against the cost of centers that provide police dispatching as only one facet of their many communication duties. When this is taken into account for the Town of Atherton, the cost percentage difference is considerably less. We also believe there are inconsistencies in the Grand Jury's data collection and comparison methodology with respects to employee costs, operational costs, and call volume.

The Town acknowledges that there may in fact be some cost savings, but believe that such savings are clearly overstated in the Grand Jury's report with respects to the Town of Atherton.

5. Pacifica and San Carlos each realized large cost savings when they contracted with other cities for police dispatch. These savings, taken together with the low costs per call noted above for the cities contracting dispatch services, demonstrate that consolidation of police dispatch centers represents a significant cost reduction opportunity for cities with standalone police dispatch functions.

Response:

The Town does not presume to know the financial savings to Pacifica and San Carlos as a result of contracting out their police dispatch services. However, the cost savings achieved from consolidating dispatch centers may vary greatly. There are often unforeseen and unanticipated costs involved with these types of mergers.

For example, with South San Francisco providing dispatch services to the Pacifica Police Department, the two agencies have mutually agreed that they will contribute jointly to a fund for changes in technology. With technology outpacing itself every two years, this could represent significant cost increases.

The Town finds it highly suspect that the Grand Jury failed to provide names of interviewees and officials that provided them with anecdotal comments and information in their report.

6. Some municipal police dispatch centers have only one dispatcher on duty at certain times. Some have a minimum of two.

Response:

The Town agrees with this finding.

7. Larger police dispatch centers have dedicated dispatch teams, not distracted by tangential responsibilities, and tend to provide better training programs for the intense dispatch job.

Response:

The Town partially disagrees with this finding. All communications dispatchers in San Mateo County are trained to the standards prescribed by California's Commission on Peace Officer Standards and Training (POST) guidelines. All of Atherton's dispatchers have attended a POST certified dispatcher academy and receive regular training updates. Many of our per diem dispatchers work on-call for other police dispatch centers.

The Grand Jury's assumption that our dispatchers are "distracted" by other tangential responsibilities is merely speculation and not based on factual information or research.

8. The PSC has a minimum of nine dispatchers on duty at all times.

Response: The Town does not understand the Gran Jury's concern or point they are trying to make with this statement, and how it may or may not affect the Town of Atherton and/or its dispatch center.

9. There is no back-up for the law enforcement dispatch portion of the PSC, even though the PSC itself is a back-up center for other police dispatch centers in the County.

Response: The Town does not know whether or not this finding is a true statement. The Atherton Police Department has multiple communications redundancy with the Menlo Park Police Department and the San Mateo County Sheriff's Office.

10. No single dispatch site is currently available that can handle all police dispatch. Several dispatch centers, including South San Francisco, the City of San Mateo, Redwood City, Menlo Park and the PSC have facilities with the capacity to expand to provide police dispatch services to additional jurisdictions.

Response: This is a very ambiguous, compound question/comment that requires greater clarification by the Grand Jury, particularly the first sentence.

11. The County Sheriff owns, and the PSC operates, the "Green Channel" (a proprietary radio communications channel) which enables interoperability across all law enforcement departments and through which mutual aid from emergency-response agencies is achieved.

Response: The Town partially disagrees with this finding. San Mateo County Sheriff's Office holds the license for the "green" channel. However, the "green" channel is considered a mutual aid asset. The channel is funded by all law enforcement agencies in San Mateo County through a Joint Powers Agreement with the Office of Emergency Services.

12. All those interviewed believe that dispatch consolidation is beneficial, and most of those interviewed believe the County should have more than one dispatch center.

Response: The Town has no reason to disagree with this finding. However, the Grand Jury should have provided the names of their sources of information for verification, clarification and follow-up.

13. Factors that hinder consolidation include the perceived need for local dispatchers, the fact that some dispatchers also have other responsibilities, the incompatibility of equipment, and differences in the level of service offered by various police departments. Grand Jury interviews revealed that cities that have completed consolidation of police dispatch have found these issues to be manageable.

Response: The Town conceptually agrees with this finding. Although the impacts of dispatch center consolidation may be manageable, they may vary greatly from one city to another.

14. Elected officials in some cities have been reluctant to consolidate police dispatch.

Response: The Town has no reason to disagree with this finding.

15. All Cities that have outsourced police dispatch services, either to other cities or to the County, pay considerably less for dispatch services without degradation of service.

Response: The Town has no reason to disagree with this finding.

Recommendations:

1. "Off-peak hour" programs be implemented in which smaller cities contract with larger dispatch centers to take over dispatch during off-peak hours such that no city has fewer than two dispatchers on duty at any one time."

This recommendation will not be implemented because the Atherton Police Department's call volume does not warrant having two dispatchers on duty at any given time. Additionally, if the police department contracted with another communications center to provide dedicated dispatch services, they would still require staff to complete a variety of records management tasks, residential alarm monitoring, and a host of clerical and receptionist duties and responsibilities.

2. The City Council members take a leadership role on behalf of their constituents to drive consolidation of police dispatch across the County.

Response: This recommendation will not be implemented for obvious reasons already stated above.

On behalf of the Atherton City Council, I appreciate the efforts that the Grand Jury has put into investigating this very important issue. Although we may agree with many of the Grand Jury's findings, the City Council does not believe that it is in the best interest of our residents to outsource a critical function of our Police Department to another law enforcement agency at this time. .

Very Truly Yours,

Mayor Bill Widmer

Item # 22

As a follow up to the Colleagues Memo supported unanimously by the Council at its September 2012 meeting we ask that the Council consider the following actions in response to the recent Atherton Police Officer Association (APOA) mailings of September 2012 and subsequent phone calls to residents.

Notwithstanding the Council's support of the 1st Amendment and the right of all citizens, employees and organizations to participate freely in our electoral process, the Council disputes many of the assertions and miss-representations made by the APOA in communications to our residents and wishes to clarify the Council's position on such assertions and misinformation. We do not wish to see the trust in our police force eroded as a result of these actions but cannot allow the misinformation to become the perception of the public.

In order to ensure a high level of trust continues, the Council is requested to approve Town communication of the following measures:

- The Atherton Police Department has and will continue to ensure the safety of all residents without regard to any political affiliation.
- The Council has NOT discussed outsourcing of our police department
- Staffing levels for the Atherton Police Department are at the same levels as specified in the 2009/2010 Town Budget
- Police Response rates are at better levels than those recorded since the 2005-2006 budget year.
- Officers have NOT been laid off from the Atherton Police Department. The position of School Resource Officer was reassigned to patrol duty with the Town as the School District felt they were not receiving a sufficient cost-benefit return. To be clear, the School Resource Officer and Task Force Officer referred to in the mailer were redeployed to patrol duties within Atherton, rather than being restricted to non-resident protection activities.
- The Council has NOT "revealed plans to cut officer pay and benefits" as alleged. Our Police Officers are organized through the Teamsters Union. The APOA's current 5 year contract expires June 30, 2013. Formal negotiations to renew the contract have not yet started. These negotiations will occur in compliance with all applicable Meyers-Milias-Brown Act requirements, which both parties are expected to respect. Negotiations, once started, should not be conducted via the media.
- The mailer refers to the Town's expenditure of \$2.5M for Attorney fees since 2008. This figure includes the retainers for the position of City Attorney plus costs to address litigation matters across municipal functions. However it is important to note that most of this cost is related to defending or addressing issues related to law enforcement.
- The Parcel Tax, approved by the voters, is a special tax used to supplement general fund expenditures. The Measures (S&T) approved do not specify how the money would be allocated. It stated the Council would apply the funds for

- police, emergency response services, street repair and maintenance, and drainage facility repair and maintenance which were deemed necessary for the public good, welfare, and safety. No set allocation was established until the 2011 Council formally set the existing 60/40 split. There have been no misappropriations of the Parcel Tax. The tax measure was never intended to be allocated solely for Police activities. In fact, the funds could have been 100% allocated for items OTHER than supplementing the Police Budget. However, this has never been the case.
- The Town's reserve policy is set by ordinance and provides funding for budget shortfall when and where an emergency situation may occur. The Town does have off balance sheet liabilities for retiree health care of over \$7M and for pension obligations of over \$12M (based on aggressive analysis). More conservative evaluations of the Town's unfunded liabilities is substantially higher-perhaps even three times higher, according to an August 2012 Moody's analysis of the California pensions.

We, the City Council, believe the facts need to be communicated. Our Police Department is a very critical and important part of our infrastructure. The Town is investing heavily in training and equipment to keep our Police Department one of the best in the area. In so doing, it is important that the City Council remain fiscally responsible to the residents who finance the Town's operations with their hard-earned tax dollars

The Council shall decide the communications medium for this message. Delivery of it should be immediate.

Council Comments – October 2012 – Jerry Carlson

California Transportation Commission

Reception and meeting held in Burlingame hosted by C/CAG, Caltrain, Sam Trans and Transportation Authority, San Mateo County organizations. Commission awarded Caltrain \$ 39.8 million for the Positive Train Control project. The FRA has mandated PTC be in place by 2015 to provide greater rail safety

San Mateo Council of Cities

Dinner meeting held in Belmont where the pro and con sides of restoring the Hetch Hetchy Valley to its natural state by removing the dam was debated. San Francisco voters will decide, in November, whether the city should study and plan for such a change. The Mayor and Board of Supervisors is currently against the proposition. The November 6th, San Francisco vote is to allow funding for studying taking down the dam and securing other means to supply water. After the study, another San Francisco vote would be required to amend the charter authorizing the removal of the dam.

San Francisco uses 1/3 of the water from the valley, while Alameda, Santa Clara and San Mateo counties use the balance. Already, efforts are being made in Sacramento to give the other users a voice/vote in any future decision with regard to the removal of the dam.

San Mateo Cities and County Association of Governments

C/CAG is continuing to look for a replacement for the executive director who is retiring after 17 years. The agency reviewed an updated land use plan for the area surrounding San Francisco Airport which will require near by cities to receive concurrence with their future General Plan changes.

High Speed Rail

Stuart Flashman filed his appeal in the lawsuit against the Program EIR, this week. There are a number of other law suits in the Central Valley, filed by a variety of plaintiffs, including one to stop all work that will be heard by a Sacramento judge, on November 16.

The State legislators are 'reluctant' to pass 'clean up' legislation related to the HSR spending bill that guarantees Caltrain as the 'lead agency' and guarantees that the designated money for electrification of Caltrain must only be used for that purpose. There are discussions occurring among State legislators about 'stream lining' CEQA for major state projects to help foster jobs and reduce prospects for litigation.

Caltrain

A formal policy working committee is being formed by Caltrain comprised of one elected representative from each of the 17 corridor agencies. Discussions are currently underway to rescind or revise the first MOU between Caltrain and HSR. Currently, given the Program EIR still has an ultimate build out requiring separate HSR tracks, the first MOU language could later be used to force Caltrain to accept such a configuration. The JPB adopted certain principles when it entered into the 2nd MOU with HSR, MTC and other agencies that are currently not codified in the MOUs. Modernization director Marian Lee is inviting suggestions as to language that should be incorporated in a revised MOU. Staff and Rail Committee members are reviewing a letter out lining concerns and issues re the Modernization project that will be sent to Caltrain prior to starting their Electrification EIR process.

Peninsula Cities Consortium

Representatives to PCC continue to believe in the value of maintaining this organization until we see what evolves with the Caltrain policy working group. Currently, the meetings are taking place in the Menlo Park Council Chamber. Next meetings are November 9th and December 7th, both starting at 8:15am.