



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL DRAINAGE**  
**DISTRICT**

**September 19, 2012**

**5:00 P.M.**

**Meeting Room**

**Town Administrative Offices**

91 Ashfield Road  
Atherton, California

**Special Meeting**

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

**5:02 P.M.     PUBLIC COMMENTS**

**5:05 P.M.     PUBLIC ANNOUNCEMENT OF CLOSED SESSION ITEMS**

**5:10 P.M.     CLOSED SESSION**

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

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

**B.     PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER (Subsection (b)(1) of Government Code Section 54957)**

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**6:59 P.M.     ADJOURN**

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



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**September 19, 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. **PRESENTATIONS**

**PROCLAMATION** – William Grindley, Kristi Waldron – Presented by Mayor Widmer

4. **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*

5. **REPORT OUT OF CLOSED SESSION**

6. **CITY MANAGER'S REPORT**

7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** -

**CONSENT CALENDAR** (Items 8-14)

(Consent Calendar items are routine in nature and are generally considered in one motion and adopted by a single vote of the City Council. If discussion regarding a Consent Calendar item is desired, the member(s) of the City Council, public, and/or staff wishing to pull the item should so indicate at the time the Mayor calls for consideration of the Consent Calendar.)

8. **APPROVAL OF 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
  
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
  
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
  
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

**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.
  
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

**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

**18. COUNCIL REPORTS/COMMENTS**

**19. FUTURE AGENDA ITEMS**

**A. RESPONSE TO ATHERTON POLICE OFFICERS ASSOCIATION (APOA) TOWN-WIDE MAILER**

**Report:** Mayor Widmer and Council Member Dobbie

**20. PUBLIC COMMENTS**

**21. ADJOURN**

**PLEASE NOTE THE FOLLOWING INFORMATION:**

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

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

Copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection by 5:00 p.m. the Friday before each regularly scheduled City Council meeting at the Atherton Library, 2 Dinklespiel, Station Lane, and the Town Administrative Offices, 91 Ashfield Road, Atherton,

CA 94027. Additionally, agendas and staff reports may be accessed on the town website at: [www.ci.atherton.ca.us](http://www.ci.atherton.ca.us)

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

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# PROCLAMATION

OF THE CITY COUNCIL OF THE TOWN OF ATHERTON

IN RECOGNITION OF

**WILLIAM GRINDLEY**

**WHEREAS**, William Grindley served with distinction on the Atherton Planning Commission since June 25, 2008; and

**WHEREAS**, William Grindley was instrumental in bringing forward revisions to the Special Events ordinance; and

**WHEREAS**, William Grindley served on the Atherton Rail Committee, Blue Ribbon Task Force for the Town Center and the Town Center Task Force; and

**WHEREAS**, William Grindley brought his expertise and breadth of knowledge to a series of important actions for the Town including, but not limited to the Housing Element Update and the Second Dwelling Unit Program, as well as numerous Planning Commission reviews of proposed development; and

**WHEREAS**, William Grindley dedicated his time, finances and efforts to demonstrating why the High Speed Rail project is not financially viable, personally met with legislators in both Washington D.C. and Sacramento to explain the impacts of the project, and testified at a number of Congressional, Legislative, and State hearings regarding the High Speed Rail project; and

**WHEREAS**, William Grindley, along with other colleagues, analyzed, researched, summarized and published information on the High Speed Rail project, demonstrating dedication and sacrifice not only for the benefit of the Town of Atherton and its citizens, but for those along the entire Peninsula Corridor.

**NOW, THEREFORE I**, by virtue of the authority vested in me as Mayor of the Town of Atherton, do hereby commend **MR. WILLIAM GRINDLEY** and express my sincere appreciation for his service to the community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the Town of Atherton to be affixed this 19<sup>th</sup> day of September, 2012.

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**Bill Widmer, MAYOR**  
**Town of Atherton**

# PROCLAMATION

OF THE CITY COUNCIL OF THE TOWN OF ATHERTON

IN RECOGNITION OF

**KRISTI WALDRON**

**WHEREAS**, Kristi Waldron served on the Atherton Planning Commission since May 2004; and as its Chair in 2009, effectively running meetings and facilitating discussions; and

**WHEREAS**, Kristi Waldron served on the General Plan Committee as a member and Vice-Chair and was instrumental in bringing forward the Green Building Ordinance; and

**WHEREAS**, Kristi Waldron was integral in the reviewing and adoption of the Housing Element Update and the Comprehensive Zoning Ordinance Update; and

**WHEREAS**, Kristi Waldron brought her expertise as a professional Architect to a series of important actions for the Town including, but not limited to the 2007-2012 Housing Element Update and the Second Dwelling Unit Program, as well as numerous Planning Commission reviews of proposed development; and

**WHEREAS**, Kristi Waldron was an advocate for sustainability within the Town and beyond; and

**NOW, THEREFORE I**, by virtue of the authority vested in me as Mayor of the Town of Atherton, do hereby commend **MS. KRISTI WALDRON** and express my sincere appreciation for her service to the community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the Town of Atherton to be affixed this 19<sup>th</sup> day of September, 2012.

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**Bill Widmer, MAYOR**  
**Town of Atherton**



## 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 SEPTEMBER 19, 2012**

**SUBJECT: CITY MANAGER WRITTEN REPORT**

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

**PLANNING DEPARTMENT:** - See attached Community Services Department update

#### **POLICE DEPARTMENT:**

##### **I. Police Activity**

There were 95 criminal investigations for the month of August. 67 offenders were cited, arrested or referred to the District Attorney's Office for prosecution. 53 of those cases were for vehicle code violations including driving without a license or driving on a suspended license.

Of the 1630 total police incidents for the month of August, 594 were officer initiated incidents, which resulted in 347 citations being issued for vehicle code violations. Officers also initiated 251 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 32 incidents this reporting period. 11 of those incidents were security checks by officers. Other police activity at the park included: suspicious people and vehicles, ticket sign-offs, a warrant arrest, flooding in the park, traffic enforcement, and parking violations.

Officers responded to 11 ordinance violation calls this month. These calls were for illegal solicitors, loud music, heritage tree violation, construction ordinance violation, the posting of illegal signs, a complaint of a property infested with rats, and construction vehicles parked illegally.

APD performed a total of 410 home security checks during August.

## II. Special Events and Community Activities

During the Menlo Circus Club Charity Horse Show, several vehicles were broken into and personal items were stolen. In response to the vehicle burglaries, Detective Yoakum conducted an undercover operation on August 11 and 12th, 2012 at the Menlo Circus Club. The purpose of the operation was to identify and arrest the suspect(s) responsible for the burglaries. No suspect(s) were identified or arrested.

On August 21, 2012, Detective Yoakum conducted several presentations to the faculty and staff at Sacred Heart Prep regarding what to do should the campus need to shelter-in-place or go into lockdown. Detective Yoakum received several compliments from the staff that the presentation was very informative and helpful.

Construction Burglaries – There have been a significant increase in construction site burglaries, especially at the end of August. In all, there were 6 construction site incidents, including vandalism, theft, and burglary. The stolen property includes work tools and copper. The PD is working with the Building Department to notify contractors of this trend.

School Locker Thefts – On 08-21-12 and 08-30-12 between approximately 1600 – 1700 hours, an unidentified suspect entered open locker rooms at Atherton's Sacred Heart School and Menlo School and stole personal electronic equipment, including iPads, iPhones, and laptop computers. The total loss on the first theft was approximately \$3,530. On the second theft, the suspect stole over \$5,962 in property. See attached sketch.



School Traffic – Officers have been proactively enforcing traffic laws near the local schools. They will be particularly vigilant about no stopping zones, bike lanes, and crosswalk violations, and speed when students are coming and going from their schools.

After 7 years, the police department updated the 2005 Atherton Resident handbook, re-printed it and sent out to all residents.

### III. 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 7 minutes during this time period, which met our goal of having an average response time of less than 8 minutes.

### IV. Disaster Preparedness

We are in the process of purchasing some emergency/disaster supplies for the Neighborhood Districts and ADAPT

### V. Training

The Pd sent the following officers to training in August for a total of 120 hours:

<b>NAME</b>	<b>COURSE</b>	<b>DATES</b>
A. Kockler	SLI – Session #3	8-6 to 8-8
D. Gomez	S.K.I.D.D.S. School/K-9 Tactical Operations/24 hours	8-6 - 8-8
R. Enberg	Intro. To Earthquake Mgmt/32 hours/CSTI	8-6 to 8-9
A. Gutierrez	Adv. Dispatcher Update/Managing Cumulative Stress/Training for Safety/8 hours	8-14
P. O’Shea J. Mattes	Adv. Dispatcher Update/ Customer Service/Training for Safety/8 hours	8-15
R. Enberg	Driver Training Update/16 hours/SMCO S/O	8-21 – 8-22

**PUBLIC WORKS PROJECT UPDATES:**

**Public works accomplishments – August, 2012**

- Sweep contracted monthly streets –34 miles, 11 yards of debris, 5.50 tons.
- Service requests –
  - Set up “no parking” zones around the Menlo Circus Club for the annual horse show.
  - Replace burnt out bulbs at PD dispatch center
  - Repair call button (after hours) at PD front door.
  - Repair broken door handle at Jennings Pavilion
  - Repair lighting at PD foyer.
  - Clog in PD toilet – attempt repair with closet snake.

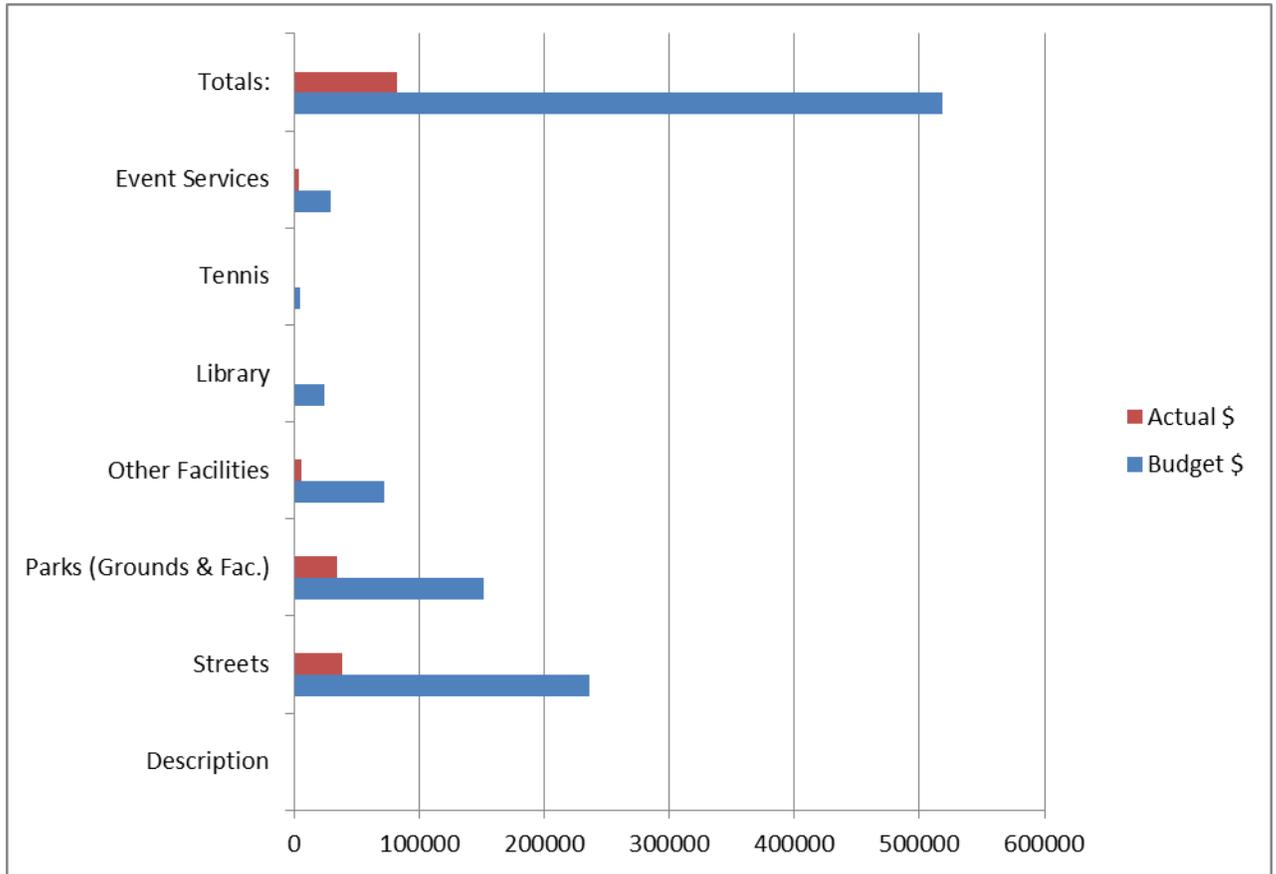
- Remove illegally dumped debris – Middlefield at Encinal School
- Glass in road – Selby at Atherton Ave
- Remove dumped bags of debris – 65 Selby
- Water usage issue – 94 Ashfield
- Sink clogged in PD men’s room.
- Last minute meeting set up at CC chambers
- Meeting set-up for finance director interviews
- Response – complaint from MP Mayor regarding brush in a bike lane at Ravenswood.
- Response – both men’s and women’s restrooms at Library non-functional.
- Response – tree down in Atherton Channel behind 8 Brittany Meadows. Damage to channel wall.

- 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.
- Completed painting of all crosswalks at schools
- Cleared and cleaned all school crossing signs.
- Begin 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.
- Begin annual Atherton Channel clean-up.
- Prep grounds at Knox Preschool for new school year.
- Removed large/dangerous Monkey Puzzle nuts from trees in park.
- Installed new “double left turn lane” on Alameda de las Pulgas between Walsh Rd and Camino al Lago to facilitate departure of vehicles from Los Lomitas school.
- Ongoing irrigation system repairs and upgrades (standardization) at HP Park.
- Numerous meeting room set-ups in City Council Chambers.
- See attached spreadsheet of July/August 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**



Short Code	Acct'g Code	Description	Budget \$ Dollars	Actual \$ Dollars	% used
A01	101-53-52031-053	Streets	\$ 236,359	\$ 37,790	15.99
A02	101-57-52031-057	Parks (Grounds & Fac.)	\$ 151,800	\$ 33,968	22.38
A03	101-59-52031-059	Other Facilities	\$ 71,600	\$ 5,926	8.28
A04	213-30-52031-000	Library	\$ 23,658	\$ 583	2.46
A05	101-58-52031-000	Tennis	\$ 5,000	\$ 214	4.28
E06	101-58-52031-058	Event Services	\$ 29,600	\$ 3,173	10.72
		<b>Totals:</b>	<b>\$ 518,017</b>	<b>\$ 81,654</b>	<b>15.76</b>



**Town of Atherton**  
Building Department

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

**Community Services**  
Monthly Report  
August 2012

Submitted by:  
Mike Kashiwagi, PE  
Director of Community Services

**Town of Atherton  
Building Safety & Inspection**

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

	<b>August</b>	<b>Fiscal Year 2012-13</b>
<b>Total Construction Valuation<sup>1</sup>:</b>	\$10,106,844	\$23,749,325

**REVENUE**

<b>Plan Check Fees Collected:</b>	\$49,645	\$83,868
<b>Permit Fees Collected:</b>	\$65,037	\$143,959
<b>TOTAL:</b>	<b>\$114,682</b>	<b>\$227,827</b>

**PLAN CHECK**

Applications Received:	<b>63</b>	<b>121</b>
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**PERMITS**

<b><u>Residential:</u></b>		
New Single Family Residential Permits Issued:	2	5
New Accessory Structures Issued:	12	23
Addition / Alteration Permits Issued:	3	9
Reroof / Water Well Permits Issued:	11	29
Plumbing/Mechanical/Electrical Permits Issued:	2	11
<b><u>Non-Residential:</u></b>		
New Permits Issued:	2	5
<b>TOTAL Permits Issued:</b>	<b>32</b>	<b>82</b>

**INSPECTIONS**

Inspections Performed:	<b>575</b>	<b>1,181</b>
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Footnotes:

<sup>1</sup>Valuation: For permitted projects during this period.

## Town of Atherton Building Safety & Inspection

### Code Enforcement Activity Summary

*August 1, 2012 to August 31, 2012*

CE responded to the following types of cases:

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

c: Closed

o: Open

### Planning Projects

*August 1, 2012 to August 31, 2012*

	This Month Activity	Fiscal Year to Date Activity
Staff Level Reviews	15	27
Planning Commission Items	5	5

262 Prior Lane- Lot Line Redesignation- approved

23 Hawthorn Drive- Special Structures Permit for a pool-approved

32 Maple Ave- Special Structures Permit for addition in non-conforming area (R1-B)-approved

70 Elena-Special Structures Permits for i) Excessive height – approved, ii) reduced front yard setback for accessory structure –approved, and iii) basement larger than footprint of home- denied

94 Selby- variance to allow tennis court towards front of lot (approved), special structures permit (withdrawn) and heritage tree removal permit (withdrawn).

### Arborist Activity Summary

*August 1, 2012 to August 31, 2012*

	Site Visits			Plan Review
	Tree Removal	Inspections	Info. / Consu.	
TOTAL	12	14	17	13

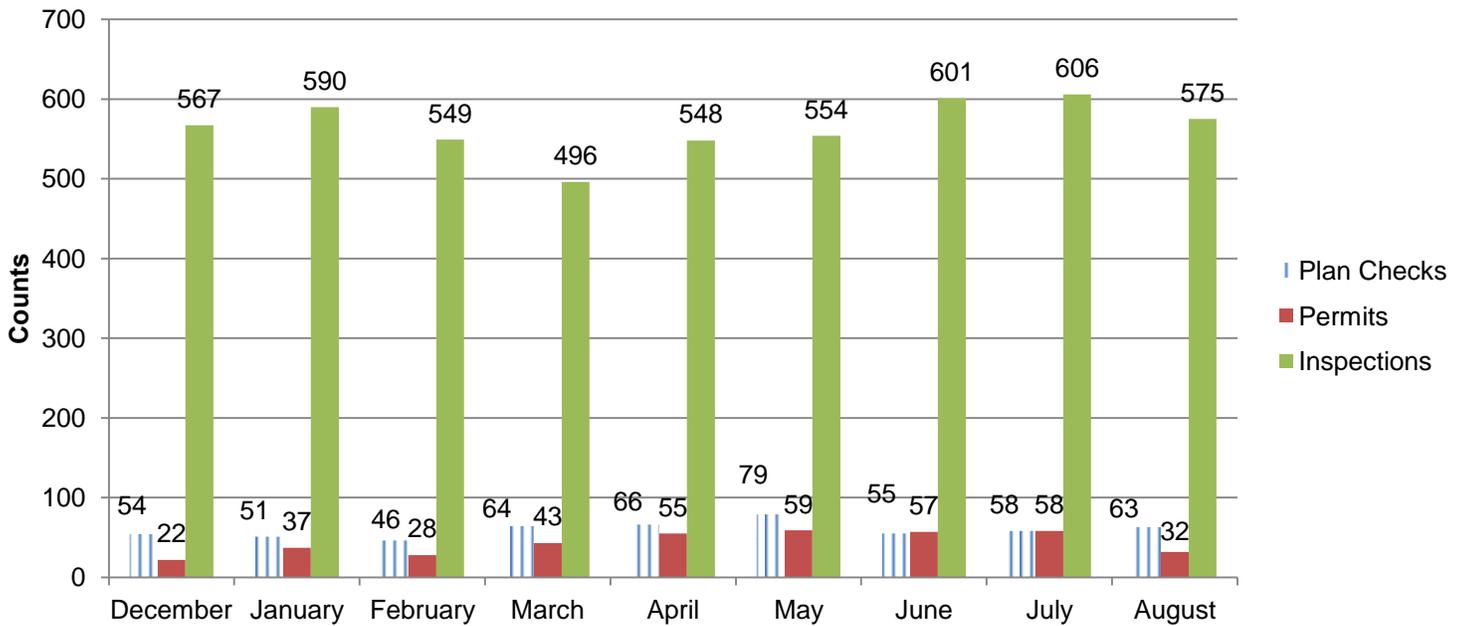
**Town of Atherton  
Building Safety & Inspection**

**Summary of New Single Family Residential Permits**

<b>Month</b>	<b>2012</b>	<b>2011</b>
January	2	-
February	0	-
March	2	-
April	2	-
May	4	-
June	3	-
July	3	3
August	2	4
September		6
October		5
November		1
December		1
<b>total New SFD Permits</b>	<b>18</b>	<b>20</b>

## Summary Graphs

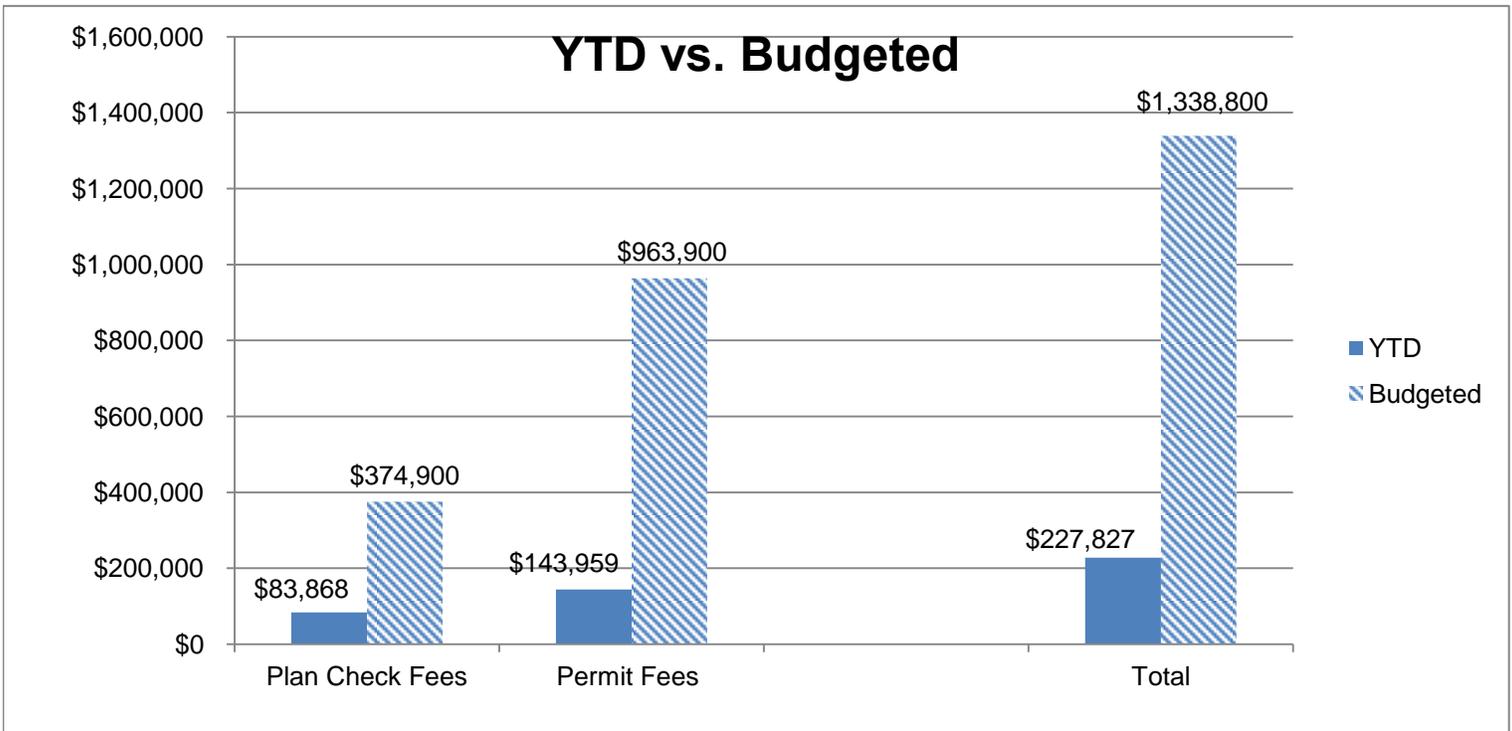
### Plan Checks, Permits, Inspections



### Valuation



## Summary Graphs





**Draft Minutes**  
**Town of Atherton**  
**CITY COUNCIL**  
**July 25, 2012**  
**4:00 p.m.**  
**COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California  
**SPECIAL MEETING**

**ROLL CALL** – Widmer, Lewis, Carlson, McKeithen, Dobbie

**PUBLIC COMMENTS-**

Sandy Crittenden, Heather Drive, announced that the Concert in the Park will be July 26, 2012 at 6:00 p.m. He noted that the previous month's concert was successful.

Mike McPherson, Watkins Avenue, stated that a broader definition of the little league proposal would be more illuminating. He added that the words "spectator bleachers" do not cover what he saw at Jennings Pavilion. He added that the language for the library was not ideal because the definition for open space is arguable. Mr. McPherson stated that he did respond to the Draft EIR and felt that the construction noise cannot be mitigated and that transportation, circulation and parking cannot be mitigated to a less than significant level.

City Attorney Connors explained that this time can be used for public comments on items that are on the agenda. Generally this time is for those who cannot remain at the meeting for the later agenda items.

Ann McNertney, Watkins Avenue stated moving the meeting to 4 p.m. from 7 p.m. was not acceptable and was an attempt to limit public input, as many people are at work and could not attend. She stated that the Library project would include destruction of rentals, and the main house, to make room for new library. She strongly supported that the ballot wording "not taking any open space" be removed unless the "because the main house is being removed" is added to the language. She believed that the ballot measure should talk about placement of the library. She added that the EIR should not be ratified because of circulation, parking and transportation issues. In addition, she believed the EIR did not address the commercial building on the other side of Watkins Avenue in Menlo Park.

Regarding the little league ballot language, Ms McNertney stated that the language should reference permanent structure that houses bleachers as they contain a restroom.

John Ruggerio, Stockbridge Avenue clarified that he would like to speak on items not on the agenda. He was informed he could not.

Bob Rosern, Wilburn, asked the Town Council to clarify the library situation with regards to the square footage and footprint of the proposed library and whether that included hardscape area.

## **1. RESOLUTION CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR ATHERTON LIBRARY BUILDING PROJECT**

Lisa Costa Sanders, Deputy Town Planner, introduced the project and noted that the final EIR was prepared by LSA. She stated that the EIR scoping hearing was held December 2011, the draft EIR was released in March at which point a 45 day public review comment period began and anyone could comment on the draft EIR and the adequacy of the analysis. The Planning Commission heard the Draft EIR at its April 25, 2012 meeting. LSA took all of the comments and prepared a response and additional analysis. The Final EIR was made available on June 15, 2012. The Planning Commission reviewed the Final EIR on June 27, 2012 and recommended the City Council certify the Final EIR based on CEQA regulations. The Commission did have three items listed in its recommendations (pg 5 of staff report) which included further review of Watkins/El Camino Real intersection, review the signal at Middlefield Road, and review trips based on card holder data.

Mayor Widmer indicated that the City Attorney sent a memo to make sure it is understood what the City Council is looking at in the EIR.

City Attorney Bill Connors noted that the EIR has nothing to do with the project other than it looks at the environmental impacts. The Council is asked to make broad findings and make sure the Final EIR was prepared in compliance in CEQA. He clarified that this does not mean that the EIR is perfect, and does not mean every issue was covered nor does it mean issues are covered so thoroughly that they cannot be questioned. Council should have certain amount of environmental information in front of them before making a decision on the project. The project may be deferred until the voters decide. Because of that, the Council is being asked to find that document is complete, based on analysis of the EIR consultants hired by the Town, and that Final EIR was presented prior to making any decision on the project. Oftentimes, a project and EIR all meet in confluence of procedures. However, this is not the case for this item. Is not about a proposal for the library in the park. It is about whether the EIR studied the library in various locations adequately.

Theresa Wallace, LSA, project manager, provided an overview of the EIR process. She stated that the CEQA process began in November 2011 with the release of a Notice of Preparation of EIR, a public scoping meeting December 8, 2011, the published Draft EIR March 28, 2012, and the Planning Commission public hearing April 25, 2012 to receive comments. The comment period ended May 7, 2012 and responses to the comments were published on June 15, 2012. The Draft EIR and comments constitute the Final EIR. On June 27, 2012, the Planning Commission considered the adequacy of the Final EIR, and made a recommendation to certify.

Ms. Wallace then presented the findings. She noted that an Initial Study was conducted which considered all CEQA topics, and identified those which did not need in depth analysis. The Initial Study is included in the document as an appendix. The Initial Study concluded that there were no impacts, or less-than significant impacts related to agriculture, forestry and mineral resources, historic resources, land use and planning, population and housing, fire, police, school and parks and recreation services, utilities and service systems and visual resources.

The document also includes standard construction period mitigation measures to reduce environmental impacts related to air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards, hydrology and water quality and noise.

The Draft EIR did identify potential project impacts related to circulation and parking. The draft EIR also identified impacts at the intersection of El Camino Real and Watkins Avenue and the Middlefield Road and Watkins Avenue intersection. Potential impacts to the available parking supply were also identified during periods of peak use at the park. Mitigation measures were recommended to reduce these impacts to a less-than significant level. Ms. Wallace stated that it is unlikely that the mitigation measure recommended for El

Camino Real and Watkins Avenue can be implemented. Although the relative impact of additional trips associated with the project at this intersection is very minor, the impact is considered significant and unavoidable because the right-turn lane may not be installed.

Ms. Wallace stated that the Draft EIR also considered other alternatives including a smaller, 10,000 square foot library within the park, a new library at the North Meadow site within the park, a new library at the existing site, and a new library at the Town Center. The environmentally superior alternative was found to be the smaller library at the park because it would reduce some of the impacts of the project, and not create new impacts. All the information is summarized in the "Summary" chapter of the Draft EIR. LSA then prepared a Response to comments prepared after the CEQA mandated comment period closed.

Ms. Wallace noted that LSA responded to verbal comments received at the Planning Commission hearing, as well as all written comments from local representatives and agencies (9 letters) and 40 letters from individuals. There was also one letter from Caltrans. The written responses and comments were included in Final EIR as well as any corrections and/or clarifications that were made in response to comments. She stated that the Final EIR contained eight master responses, which addressed variations of key issues and themes. This included comprehensive responses to Project Description, clarification of library operations and service areas, adequacy of alternatives analysis, evaluation of social and economic effects, questions about General Plan, Zoning, and Park Plan amendments, consistency with adopted planning policies, identification of intersection impacts associated with some alternatives, effect of recently occupied medical office building on traffic and circulation at El Camino Real and Watkins, comments and suggestions related to the right-turn lane suggestion at Watkins and El Camino Real, and requests for recirculation of the Draft EIR.

Ms. Wallace finished her presentation by noting that LSA and Town Staff had determined that the comments in the response did not disclose any new significant information, no new significant or substantially more severe environmental impacts have been identified, and no new feasible mitigation measures or alternatives were proposed which were considerably different than those that had been previously analyzed. It was therefore determined that the EIR did not require recirculation.

Ms. Wallace then summarized a portion of CEQA which addressed the adequacy of the EIR, stating that the EIR needs to have a sufficient degree of analysis, provide information to decision makers, and takes into account environmental consequences. She closed by stating that the EIR need not be exhaustive, but must be adequate, complete, and prepared in good faith.

Mayor Widmer explained that the City Council wanted everyone to be heard but asked that everyone remain mindful of repetitive comments. He noted that all Council members received letters from a number of residents asking to be read into the record. He instructed Council to say who the letters were from, an overview of the content and then file them with the City Clerk.

Councilmember Carlson asked the City Attorney why there was a need to act with a sense of urgency on Final EIR rather than waiting until after the vote.

City Attorney Bill Connors responded that the EIR was complete and that the Town is now asking voters to weigh in; most have not been to all meetings. He stated that the EIR may help answer some questions. He added that if the City Council puts this on the ballot it is appropriate that voters have access to the same information.

Interim City Manager Theresa Della Santa confirmed that a copy of the Final EIR is available on the Town website.

Councilmember Carlson asked of the consequences of postponing a decision on the EIR. The City Attorney responded that a potential downfall could be that someone believes it is time to file a lawsuit because the project is moving down the line.

Vice-Mayor Lewis asked if there was a deadline in which to certify the EIR and if it could be certified after the ballot. The City Attorney responded that it has to be certified before the final action on the project.

Vice-Mayor Lewis noted that the final action is typically approved at the same meeting as the EIR. City Attorney Bill Connors added that there is no specific date in terms of a deadline but that the information may go stale. For instance, if the Facebook proposal in Menlo Park enters its second phase, and there are traffic impacts, it may trigger a new traffic study. He stated that there is a minimal downside in waiting; however a purpose in reviewing now is to educate the City Council and public.

Vice-Mayor Lewis asked if there is a timeframe in which the project must be completed, if the FEIR is certified now. The City Attorney responded that the EIR can be used for years into the future once certified. The data may need to be refreshed but a large portion should remain the same. It may need to be re-circulated and re-reviewed.

Vice-Mayor Lewis clarified if the 180 day deadline to file a lawsuit began immediately and states she would prefer to wait to certify the FEIR until the project is approved.

Councilmember McKeithen indicated that if the findings can be met, there is no reason not to certify the EIR.

City Attorney Bill Connors indicated that the recommendation from Staff and the EIR consultants is that under the broad standard for CEQA, the EIR is final, complete and certifiable. From Staff's perspective there is no reason not to go forward today.

Councilmember Dobbie stated that the City Attorney had made it clear that approving the EIR does not make any decisions regarding the positioning of the library. He saw no reason to delay unless the Council feels the EIR is not adequate. It does not affect any other decision council may make regarding the library.

**Public Comment:**

Valerie Gardner, McCormick Lane asked for clarification on the EIR. She asked what people's rights are and how their statements during this period will affect their right to contest the EIR.

City Attorney Bill Connors responded that the legal framework is broad, vague, and does not approach perfect. It would need to be shown that something was not studied or incorrect, and was raised at the appropriate time in process.

Ms. Gardner asked whether this was an appropriate time to raise questions, so that later it can be used as an ability to sue. The City Attorney responded that the process began with a draft EIR. Comments needed to be made at that time for an issue to be addressed in draft EIR. But people can comment on if responses are inadequate or failed to comment on responses, as a basis for litigation. However, environmental issues cannot be raised today for the first time. The City Council is looking at if the process was adequate. Ms. Gardner asked LSA when the process first began from their perspective. Ms. Wallace responded that they responded to a request for proposal back in April 2011 and took direction from staff, worked with library steering committee, and also worked with Group 4 Architecture to obtain drawings as needed.

John Worthing, Euclid, indicated that the FEIR should be certified after the election. He stated that it will appear that the City Council is approving project and could be misleading to the average voter who has not been involved with the process.

Peter Harper, stated that he spent over four years as a Planning Commissioner in Palo Alto. He thanked City Attorney Bill Conners and LSA for describing where the Town is in the process. He described the EIR as a program EIR, not a building specific EIR as the consultants were asked to look at a number of sites. He added that nothing in the EIR says to use a particular site and urged the City Council to certify it. He said that the question is whether the analysis is complete, not what the Town should do. That decision is up to City Council and citizens as the project moves forward.

Councilmember Carlson asked if Mr. Harper was assuming there would be a project EIR. Mr. Harper responded that it would be done under the umbrella of this EIR and there would certainly be an action item when it comes to approving a particular building project.

City Attorney Bill Conners indicated that the biggest purpose of program EIR is to avoid multiple EIRs. It encompasses what would be a project but may look at a larger scope.

Councilmember Carlson asked why there was a reference to a “preferred site” and indicated the City Council had previously voted 3:2 to locate the library in the park. The City Attorney responded that is required by CEQA to have an “environmentally preferred site”. When looking at four or five sites, one may be slightly better than others, and none were found unacceptable.

Walter Sleeth, Catalpa stated that the Council should make a decision immediately and that there was no reason not to certify the EIR and that it was better to address questions as they arose rather than putting them off.

Jonathan Tiemann, McCormick Lane, stated that he thought the EIR was connected to a project and was not comforted that environmental review had been done adequately.

Rosemary Maulbetsch, 90 Lloyd Drive, commented that the process has been confusing and that the FEIR should not be certified at the meeting.

James Janz, Wilburn Avenue, a Land Use Real Estate Attorney, commented on the issue of time periods. He clarified that if no Notice of Determination of Approval of the project is filed, there is a 180 day time period which kicks in. He added that the project will not become stale and that certifying now may make people more confused about their time limits for filing a lawsuit. He urged the City Council to wait for the vote prior to certifying. He then made an objection to having the meeting at 4:00pm in the middle of the week.

Bob Roeser- clarified that if the library ends up being built in park, or one of the other sites listed in the EIR that the EIR would cover it. City Attorney Conners replied in the affirmative.

Rose Hau, Isabella Avenue, stated she was troubled by issue of the Watkins/El Camino Real intersection and does not agree with the answer “it is out of our hands”. She indicated that she attended a meeting at Menlo School and College to review a proposal which included a new field, swimming structure, and baseball fields as well as 208 parking spaces. The driveway will be located on across from the Watkins intersection. She stated it was important to look at this and asked whether traffic for little league figured in study. She added that there were concerns with pedestrian safety in that area and two deaths. She asked to Council to delay certification, wait for the election, and do a thorough traffic study if it passes.

Denise Kupperman, Atherton Avenue, directed a comment to the previous speaker. She stated that if they were aware of the Menlo School/College project they should have brought it up at hearings. She believed

that Menlo College will be doing an EIR on the aforementioned project. Ms. Kupperman indicated that voters should have all the information required to make a decision just as the Council would have. She suggested that the decision about whether or not to certify the EIR should be done before voters are asked to make a decision.

Vice-Mayor Lewis clarified that Council will be asking voters on whether they want the project in the park, not on the project as it stands or any other location of the project.

Valerie Gardner, McCormick, approached the podium. Mayor Widmer informed her that since she already spoke during the public comment period it was not appropriate for her to speak again.

Ann McNertney also approached the Council to speak. City Attorney Connors clarified that each person can speak on the issue one time during public comment period. The public comment period at the beginning of the meeting was for people who may need to leave early.

Gayle Aubry, asked for clarification from the LSA representative on the alternatives analysis. Ms. Wallace stated that the EIR looks at environmental impacts for a project as described in the project description. The alternatives analysis looks at potential alternatives to the project that may reduce impacts. LSA looked at several alternatives and the one that was environmentally superior was the proposal of a reduced library size. However, there is no preference for that as a project. The impacts are slightly less than the proposed project.

City Attorney Bill Connors added that the EIR consultant had to have a defined project to evaluate. The City Council picked maximum size and preferred location to be defined as the “project” and nothing has been approved in terms of site, size, look, or even if it is going to be built at all.

Vice-Mayor Lewis read letters into the record.

Councilmember Carlson remained concerned about going ahead. He indicated that he appreciated good discussion and the clarification. He stated there would be a lot of confusion among voters if the FEIR was certified today. He was concerned about the message that would get to voters, namely that Council is taking a step closer to approving the library in the park.

Councilmember Dobbie stated there have been a lot of public meetings and opportunities to discuss the EIR. He noted that the Planning Commission had recommended certification and that he saw no value in delaying certification.

Vice-Mayor Lewis stated that residents should have all of the information they can possibly get when it involves their Town and their tax money. She appreciated all of the work that has been done and understands EIRs cannot be failsafe. However, she noted that many residents feel the FEIR is lacking and has severe mitigation issues. She asked the Council members not to certify and added that they have the ability to approve it at a later date, once residents have the opportunity to vote on the location.

Councilmember McKeithen stated that almost \$200,000 had been spent on the EIR and the EIR provides a wealth of information. She clarified that when Theresa Wallace said that she had discussed with members of library steering committee, Councilmember. McKeithen indicated that she did not meet with her.

Councilmember McKeithen stated that the FEIR is in compliance with CEQA, reflects the lead organization and consultant’s judgment. People can still weigh the information and with certification of the document, comes validity that it has been prepared in accordance with CEQA and will allow residents to review the questions. The issues that the Planning Commission had were items that were not under the control of the Town. She supported finishing the process and certifying the FEIR.

Vice-Mayor Lewis indicated that the FEIR is posted and residents can review it now, whether or not it is certified. She asked why certify today, when it can be done at a later date.

Councilmember McKeithen responded that certification says it has been completed in compliance with California law under the CEQA process, and that it was completed in accordance with independent judgment and analysis.

Vice-Mayor Lewis stated that the EIR would continue to be important at a later date. Delaying certification does not negate what Councilmember McKeithen said. Councilmember McKeithen replied that it does when voters are going to look to it to determine the issue of credibility.

Vice-Mayor Lewis stated that Councilmember McKeithen was indicating that certification gives credibility to voters about the location of the library in the park.

Councilmember McKeithen responded that this was not the case. She stated that like a jury, voters can make own determination with regard to the facts. The EIR was prepared and determined without undue influence. Voters make the ultimate determination about whether they choose to believe the material in it and they are the people who will make own determination about what they desire to see.

Mayor Widmer stated the EIR adequately covers three locations in the park, one existing location and one at town center. Investigation on all five sites does not preclude voters from choosing one site over others. Mayor Widmer expressed hope it is not used as weapon one way or another during ballot as all five options are in the report.

**MOTION by Councilmember Dobbie, second by Councilmember McKeithen to certify the Final Environmental Impact Report for the Atherton Library Building Project. The motion passed.**

**Ayes: 3 (Widmer, Dobbie, McKeithen)**

**Nays: 2 (Lewis, Carlson)**

**2. A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON, CALIFORNIA ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE TOWN OF ATHERTON A MEASURE RELATING TO THE LOCATION OF THE NEW LIBRARY AT HOLBROOK-PALMER PARK AT THE CONSOLIDATED GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012 AS CALLED BY RESOLUTION NO. 12-XX**

Interim City Manager Theresa Della Santa indicated that the City Council has the report and draft ballot language put forward by the City Attorney. The City Council can approve or modify the language and the measure will be submitted to the County by the deadline of August 10.

City Attorney Bill Connors explained what went into drafting the language. He stated that it was important to make it clear and concise, enough to make it clear to the voters. Issues such as interior, design, etc. will be made regardless of location and the public can have input and referendum if they wish at a future time. He added that his words were not influenced by anyone and that he thought it important to include the source of funds, and protection of open space. The wording was shared with the City Manager but she made no comments on it. He reiterated that he was not influenced by anyone or any point of view. There will be arguments for and against it and each side can argue why they think they are correct on the ballot measure.

Vice-Mayor Lewis asked whether fiscal impact needed to be included in ballot language. The City Attorney responded that this was only required for County or State initiatives, and bond initiatives.

Vice-Mayor Lewis indicated that the language should refer to if the library should be built in the park with a yes or no answer and qualifying language should not be used. She added that the language needs to be more straightforward, direct and not a compound sentence. The City Attorney responded that it was important to talk about the cost issue so that the project is limited to only using library designated funds.

Councilmember Carlson stated he had no disagreement on the central issue, but had a problem with the qualifiers. He indicated that he had received some communication about the qualifiers regarding funds and open space and that no information about the main house was included.

Councilmember Dobbie indicated that he trusted the City Attorney to draft something objective. In the ballot there will be a “for” and “against” and points will be made for both sides.

Councilmember McKeithen stated that when the Council supported bringing this forwarded, it agreed to stay out of the process. She supported letting the City Attorney draft the language.

Mayor Widmer stated he was fine with the language but agreed with Councilmember Carlson that some size description may be appropriate.

Councilmember McKeithen agreed with adding the language regarding size as well.

#### Public Comment:

Susan Speicher, Austin Avenue, commented that the language was biased toward moving the library to Holbrook-Palmer Park. It should read “Should the Atherton Public Library be moved to Holbrook-Palmer Park”. Neither funding nor use of open space is the issue. Using the proposed words suggests it is an advantage to move the library.

Peter Carpenter, Lilac Drive asked the Council to accept the recommendation and add the clarifier about replacing the main house.

Lauren Keena, Fair Oaks Lane, commented that the language should be as simple as possible and the details in the pros and cons arguments. The language should read, “Should the Atherton Public Library be moved from its existing location to Holbrook-Palmer Park.” She added that qualifier limit architectural design by mentioning open space, as does indicating square footage.

James Janz, Wilburn Avenue, noted that although he believed the City Attorney did craft the language on his own, it could be up for a challenge and summarized a case in Albany.

Jonathan Tiemann, McCormick Lane, applauded the Council for bringing this to the vote of the Town. He supported a clear and straightforward question. He also expressed concern about the timing of the meeting.

Eric Lane, Encina, stated that any wording beyond whether the library should be located in the park indicates a specific project.

Walter Sleeth, Catalpa Drive stated that those that would like to change the words about funding seem to indicate that there may not be funds already dedicated for the library. He supported Mr. Carpenter’s suggestion.

Sandy Crittenden, Heather Drive, stated that he thinks that the City Attorney’s opinion is unbiased and he would accept the language.

Earl Nielsen, Burns Avenue stated that open space is not violated because the library would be built in the space provided by demolishing the existing house. People who have not attended all of the meetings do not realize that.

Celia Walker, 36 Polhemus, stated that she keeps hearing about transparency, and wants the ballot to say who is going to pay for it and where it is going to be.

Bob Roeser, Wilburn Ave, stated that it is not possible for anyone to write an unbiased statement about the vote when open space is included. Everyone is going to be influenced by their perspective. The details can be in the pros and cons section. The ballot should indicate only whether the library should be in the park. He added that the ballot should say it would be no larger than the footer of the current building.

City Attorney Bill Connors cited a case out of Huntington Beach, where the court stated the ballot initiative has to lay out the parameters. Absence of the qualifiers could mean that other funds could be used, or the library could be located in another portion of the park.

Valerie Gardner, McCormick Lane, spoke to the fiscal impact, stating that the Town will be losing \$250,000-\$300,000 in revenue due to loss of rental space. She indicated that the entire park is designated open space. If the Town is asking to approve the library in the location of the main house it needs to say so.

Rose Hau, Isabella Avenue agreed with speakers who would like to simplify statement. She stated that as an architect, using the statement about “open space” is confusing. She asked about the size of the main house and the proposal.

Mayor Widmer responded that it included a 100 x 100 square foot space that goes around the main house and uses part of hardscape.

Katherine Janz, Wilburn Avenue, asked that the language be made clearer as it was difficult to determine what the question is.

Mr. Thomas, McBain Avenue stated that for the first time in almost 79 years the Council has the opportunity to move out of the time period where all communities were built on railroad. He added that one cannot hear conversations when trains come by and it would be beneficial to have the community within the park. He stated that many people cannot conceive of the size of the building in the park. It needs to be shown on a map. He commented that Athertonians have to pay for use of parts of the park, but the Little League has a lot of space and wants more (covered bleachers, etc.)

Ginny Nile, Carolina, wanted to comment about using the park for Google events and weddings in the park.

Mayor Widmer stated that comments may only be about the library and ballot measure.

Anne McNertney commented that the language should be kept simple and it is not so with the qualifiers. The language should include that the main house will be destroyed to make room for the library. The best option would be to remove the qualifiers, and the second option would be to indicate the main house will be destroyed. Her understanding was that the language would be “Should Library be in the park”, with a “yes” or “no” response.

Mayor Widmer stated that the Council requested a ballot measure be drafted by the City Attorney. He added there has been a petition circulated asking yes or no which has nothing to do with this meeting. The questions on that petition will be addressed at the August 13, 2012 City Council meeting.

## **Close Public Comments**

Vice-Mayor Lewis- read letters from the public into the record. She stated she was in support of the voices of the residents to be heard. Letters were read from;

Marian Walters  
Ed Goodstein  
Paul Tonelli  
Linda Lynch  
Rick DeGoya  
Scott and Carolyn Feemster  
Arthur Bigam  
Joanne Socov  
Kitty Salara

Councilmember Carlson asked the City Attorney about the point that Mr. Janz raised. The City Attorney responded that it is safe to say at least 180 days from today and perhaps if there is no notice of determination would be 180 days until after November.

Councilmember Carlson asked the City Attorney if he heard anything that had changed his mind regarding the ballot wording. The City Attorney responded that Peter Carpenter and others made a point that concept of open space needs to be more restrictive. He stated it would be easy to reference the demolition of the main house. He added that the current language defines the proposal completely but limits the future of what the council can do.

Councilmember Dobbie stated he had seen hundreds of emails and the core issue is who is going to pay and how to protect open space. He indicated he would have no problem adding the wording about replacing the main house.

Vice-Mayor Lewis asked the City Attorney why the removal of heritage trees was not included in the language. The City Attorney responded that since there is no size for the library yet, the building could theoretically be designed without removing trees.

Vice-Mayor Lewis commented that the essential question is whether the library should be in the park.

The City Attorney responded that it could be argued by those that are not present that that language would allow the library to be located in other parts of the park. Vice-Mayor Lewis asked why that could not be part of the arguments accompanying the ballot. Mr. Conners responded that per the Huntington Beach decision this would not be allowed.

Councilmember McKeithen stated that the Council had agreed to stay out of it. She stated that with regards to the letter that was read from Mr. Tonelli, he said he wanted more specificity, not less. There were also additional letters that wanted the language the way it was.

**MOTION by Councilmember Carlson, second by Councilmember Lewis to approve a Resolution stating “Should the Town construct a new library in Holbrook-Palmer Park”. The motion failed.**

**Ayes: 2 (Lewis, Carlson)**

**Nays:**

**3**

**(Widmer, Dobbie, McKeithen)**

Mayor Widmer stated that he agreed and that most people don't read the prospectus, just the measure. He stated that he could agree with adding a few more words.

The City Attorney asked about whether the Council wanted to change the wording to talk about removing the structure.

The City Council discussed the process for authoring pros and cons. Interim City Manager, Theresa Della Santa explained that there is a hierarchy established by the election code. The City Council can choose to write as a group. If not, then they can write as individuals. Committees and commissions have the next priority. The Election Official decides which arguments are used amongst the various requests.

The City Attorney explained that the members have 14 days to decide whether they want to write separately.

The Council decided to allow rebuttals.

**MOTION by Mayor Widmer, second by Councilmember Dobbie to approve a Resolution stating "Should the Town of Atherton construct a new library in Holbrook-Palmer Park using funds dedicated for library purposes only, by replacing the main house and some surrounding patios and walkways." The motion passed.**

**Ayes: 3 (Widmer, Dobbie, McKeithen)**

**Nays: 2**

**(Lewis, Carlson)**

**3. A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON, CALIFORNIA ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE TOWN OF ATHERTON A MEASURE RELATING TO THE MENLO-ATHERTON LITTLE LEAGUE PROPOSAL FOR HOLBROOK-PALMER PARK AT THE CONSOLIDATED GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012 AS CALLED BY RESOLUTION NO. 12-XX**

Councilmember Carlson asked what each ballot measure costs. Interim City Manager Theresa Della Santa responded it would cost approximately \$5,000 total because there is already an election scheduled.

Councilmember Carlson indicated he is unclear about what the little league is proposing, since the Planning Commission has not yet taken the matter up. He stated it was premature to vote on something that has not yet been clarified.

Councilmember Dobbie agreed with Councilmember Carlson. He has heard different proposals and is unclear about what is moving forward. He would like to postpone.

The City Attorney noted that a proposal was presented at the last meeting and that Staff shared the concern that the item was premature.

Councilmember McKeithen outlined the proposals as presented to the Planning Commission.

Mayor Widmer stated that many of the comments were similar to those of the library. He noted that the City Clerk had made information available to the Council as well.

Vice-Mayor Lewis was puzzled as to why the item came to City Council. She noted that the Planning Commission has not yet ruled on it and is in favor of postponing. She also noted that there was no fiscal information listed in the measure as there was in the library measure.

City Attorney Connors noted there is confusion because the Planning Commission may say no to certain or all aspects of the proposal. Mayor Widmer expressed support for referring it to the public.

Councilmember Dobbie stated he was not against putting it on the ballot, but would like to wait. The City Attorney responded it would need to be addressed before August 10, 2012 in order to put the measure on the November ballot.

There was discussion amongst the City Council about scheduling a meeting for a future date.

Councilmember McKeithen noted that the real issue seems to be the covered bleachers.

Vice-Mayor Lewis stated that it is premature as the Planning Commission has not yet decided anything.

The Council members discussed various possibilities with the proposal by the Little League.

The City Attorney stated that the Council has the right to wait to the next general election.

Councilmember Carlson indicated that the issues need a lot of homework and that the park Master Plan is a key step in coming up with a long term strategy.

Mayor Widmer stated the Council should take no action, or continue.

The Council discussed possible meeting dates. Interim City Manager reminded the City Council that the City Attorney needs enough time to draft the summary for the ballot.

**MOTION by Mayor Widmer, second by Councilmember Dobbie to table the resolution relating to the Menlo-Atherton Little League proposal. The motion passed.**

**Ayes: 3 (Widmer, Dobbie, McKeithen)**

**Nays: 2 (Lewis, Carlson)**

**4. A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON, CALIFORNIA ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE TOWN OF ATHERTON A MEASURE RELATING TO THE NEW TOWN CENTER AT THE CONSOLIDATED GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012 AS CALLED BY RESOLUTION NO. 12-XX**

Councilmember McKeithen stated the language should read, "Should the Town of Atherton construct a New Town Center using funds donated for that purpose only together with Building Department funds that have been set aside for that purpose."

Councilmember Carlson asked why this should be on the ballot now. Councilmember McKeithen replied that it is a way for the people of the Town to decide.

Mayor Widmer stated it would be beneficial to ask the taxpayers. He noted that there are Building Department fees as well that could be used and asked how to account for that in the language.

Councilmember McKeithen asked if using the word “principally” private funds would make sense. The City Attorney responded that “principally” would indicate only 51% of the funds would need to be private. Councilmember McKeithen was not in agreement with the wording if this was the legal definition of “principally”.

Vice-Mayor Lewis stated that the new town center is a project that has been stopping and starting for many years. Three years ago a blue ribbon task force did a lot of work, and presented to the Town report at end of 2009. Council reappointed a new task force to take the report and research financing alternatives and hold a design competition. The only way a new town center can be built is through pocketbooks of private donors. She added it was premature to hold a vote at this time.

Councilmember McKeithen noted that the Town would go out for large private donations and campaign for smaller donations. She asked what would happen if the project did not move forward.

Councilmember Dobbie responded that it would be put in escrow fund and if the project does not move forward, people would get their money back.

Councilmember Carlson stated that talking about tax dollars was not a good thing. He would like to leave options open, but the committee was given a charter to test the waters to see if there were sufficient private donations to build a town center. He added that there are a lot of questions that have no answers yet and would not want to move forward.

The City Attorney stated that he was not comfortable coming up with language at the meeting and that he would like to do research outside of the meeting, especially on the estimated amount of available Building Department funds.

Discussion occurred about tabling the item until a future date and whether the full Council would need to be present or a meeting could occur with a quorum.

Vice-Mayor Lewis indicated that she would like to be present at the meeting and asked that the Council wait until she returns from vacation to have the meeting.

Councilmember Dobbie stated that if the Council wants to put it on ballot, it needs to be on by August 10.

**MOTION by Councilmember Dobbie, second by Councilmember Carlson to table the resolution relating to the Town Center until a special meeting is called. The motion passed.**

**Ayes: 5      Nays:      0**

**ADJOURN** – the meeting was adjourned.



**Draft Minutes**  
**Town of Atherton**  
**CITY COUNCIL**  
**August 7, 2012**  
**6:00 p.m.**  
**COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California  
**SPECIAL MEETING**

**PLEDGE OF ALLEGIANCE** –

**ROLL CALL** – Lewis, Widmer, Carlson, McKeithen, Dobbie (present)

**PUBLIC COMMENTS** –

Michael Haven, speaking on behalf of Menlo Atherton Little League (MALL) proposed wording for the ballot measure that MALL feels more accurately describes the project: *Should the Town permit the Menlo Atherton Little League to enhance and beautify the baseball fields and surrounding areas at Holbrook Palmer Park including safe covered seating for spectators, a safer playing area for children and new restrooms for all park users.*

**REGULAR**

- A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON, CALIFORNIA ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE TOWN OF ATHERTON A MEASURE RELATING TO THE MENLO-ATHERTON LITTLE LEAGUE PROPOSAL FOR HOLBROOK-PALMER PARK AT THE CONSOLIDATED GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, AS CALLED BY RESOLUTION NO. 12-XX**

**Report:** Interim City Manager Theresa DellaSanta

**Recommendation:** Approve Resolution 12-xx ordering the submission to qualified electors of the town of Atherton a measure relating to the Menlo- Atherton Little League proposal for Holbrook-Palmer Park at the Consolidated General Municipal Election to be held on Tuesday, November 6, 2012

Interim City Manager Theresa DellaSanta gave an overview of the item. It was continued from the July 25, 2012 City Council meeting to allow the Council to review the proposed plans and get more information from the Planning Department.

City Attorney Bill Conners commented that this is an unusual situation that it hasn't gone through the normal channels (i.e. Planning Commission and City Council).

Councilmember McKeithen asked the City Attorney if there is any reason why the wording by Menlo Atherton Little League couldn't be used. City Attorney Bill Conners answered that language like "beautify" and "safety" cannot be used in ballot language because it is subjective. He also commented that the project could be sent out to Town staff for evaluation.

Mayor Widmer asked of the City Attorney if the Planning Commission decided that a portion of the project couldn't be done, it could be appealed and brought to the City Council. City Attorney Bill Conners answered in the affirmative.

Councilmember McKeithen asked if the subjective words were taken out of the wording, could they leave in words like "restrooms for all park users." City Attorney Bill Conners answered that neutral words would be acceptable.

Vice Mayor Lewis feels that the park proposal has more work to be done on it since it hasn't gone through the usual channels, i.e. Planning Commission. She also commented that since the ballot measures have an explanation associate with them, the subjective wording could be used in the description if not the actual ballot measure. Vice Mayor Lewis asked if the ballot measure needs to explain fiscal impacts. City Attorney Conners answered that it is not necessary but it doesn't preclude one from doing so.

Councilmember Dobbie agrees with Little League that it should go on the ballot for the General Election. There is a better turn out for General Elections than special elections.

Councilmember McKeithen feels that the wording suggested by Little League should be used (subject to City Attorney approval).

City Attorney Conners suggested a potential revision to the suggested wording: *Should the Town permit the MALL to improve the baseball field and surrounding areas in Holbrook-Palmer Park, including covered seating for spectators and players, an improved playing area for children, and new restrooms for all park users, using private funds only.*

Mayor Widmer asked if the Menlo Atherton Little League representative would be happy with the wording as amended and approved by the City Council. The representative answered in the affirmative.

#### PUBLIC COMMENT OPENED

Lee Price, with Management Partners, the firm contracted by the City Manager to aid in the management of the General Election spoke about the option to make the vote an Advisory Vote Only. This allows the Council to find out the opinion of the people but doesn't bind the Council to action.

Anne McNertney, Watkins, asked Ms. Price why an advisory vote would be used. She also commented that she would like the Little League project to be fully vetted even if it is voted for by the people of Atherton. She thinks the addition of the Little League issue to the ballot dilutes the issue of the Library.

Vice Mayor Lewis has a problem with holding a vote when the City Council can then overturn. She feels that if the public takes the time to vote, the Council should be bound to that.

Fereshteh Nejat, Faxon Road, feels like the Council should not put such a small issue to the vote. He feels that parks should be for everyone and not left for special interest groups to use at their whim.

#### PUBLIC COMMENT CLOSED

Councilmember Dobbie would like it to be an advisory vote.

Councilmember Carlson is uncomfortable having the Little League issue on the ballot. He feels that they are circumventing the governmental process.

Councilmember McKeithen feels that a vote doesn't circumvent the process. It gives people a voice which they feel they haven't had with the Library process. She feels the Planning Commission will have a lot to say about how the project evolves. But this just asks if the people of Atherton want to move forward with the process.

Vice Mayor Lewis doesn't feel like it's time for a vote. The public needs time to see the process.

Councilmember Dobbie thinks that what happened with the Library gave them a good idea that the people of Atherton care very deeply about what happens in the Park. He feels like an Advisory vote is the way to go.

Mayor Widmer thinks it is something people would use, but it is a substantial change to the park and people should have a say.

**MOTION McKeithen, second Widmer to Approve a Resolution of the City Council of the Town of Atherton, California ordering the submission to the Qualified Electors of the Town of Atherton a measure relating to the Menlo-Atherton Little League proposal for Holbrook-Palmer Park at the consolidated General Municipal Election to be held on Tuesday, November 6, 2012, as called by Resolution No. 12-Xx and worded as Follows:**

*Should the Town permit Menlo Atherton Little League to improve the baseball field and surrounding areas in Holbrook-Palmer Park, including covered seating for spectators and players, an improved playing area for children, and new restrooms for all park users, using private funds only.* The motion passed with a roll call vote of 3-2:

**Carlson:** no

**Dobbie:** yes

**McKeithen:** yes

**Lewis:** no

**Widmer:** yes

**2. A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON, CALIFORNIA ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE TOWN OF ATHERTON A MEASURE RELATING TO THE NEW TOWN CENTER AT THE CONSOLIDATED GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, AS CALLED BY RESOLUTION NO. 12-XX**

**Report:** Interim City Manager Theresa DellaSanta

**Recommendation:** Clarify the nature of the matter to be submitted to the electorate and direct staff to provide language for a Resolution 12-xx ordering the submission to qualified electors of the town of Atherton a measure relating to the new Town Center at the Consolidated General Municipal Election to be held on Tuesday, November 6, 2012

City Attorney Bill Connors explained that the short statement that would appear on the ballot is separate from the explanation that would appear on election documentation. He wants to make sure the explanation is agreeable to everyone so voters are sure to understand what is meant by "Town Center."

Councilmember McKeithen asked if there is a way to word the explanation so that it is clear that the proposal doesn't include a new Council Chambers or Library in the project. Councilmember Carlson and Councilmember Dobbie agree that those two structures should be taken out of the explanation.

City Attorney Bill Connors noted that the explanation was drafted in an attempt to make sure the wording was relevant 10 or 15 years down the road when the wording could become very important. It was kept quite broad on purpose.

Vice Mayor Lewis asked what the objective of the vote is. She gave the background of the project and a timeline. Vice Mayor Lewis asked why the Town is taking the issue to a vote when taxpayer funds won't be used no matter what occurs.

Councilmember McKeithen commented that a vote would bind the Council to using only donor funds in the event that the project nears completion and there isn't enough money to finish.

Councilmember Dobbie thinks that the vote is needed to bind the project to using only private funds.

Mayor Widmer commented that he would actually like to use some Town funds to help the project move forward and secure donors. He doesn't want any new taxes but the improvements are necessary.

City Attorney Bill Connors explained that the wording of the ballot measure does not preclude the Town from using public funds for the project due to the word "primarily." Council can always ask for taxes; the people can vote no.

Mayor Widmer commented that if the Town becomes a charter city, they can apply fees. City Attorney Connors answered in the affirmative but clarified that those "fees" would essentially be taxes.

Vice Mayor Lewis commented that the current plans for the Town Center are scaled back. She thinks that the Town is losing police candidates who don't want to work in the current conditions.

#### OPEN PUBLIC HEARING

Fereshteh Nejat, Faxon Road, appealed to the Council to make the tough decisions and stop pushing issues down to the voters.

Rose Hall, Isabella Avenue, asked what they are voting for and what will happen if the measure gets turned down.

Ann McNertney, Watkins, feels the issue should not be on the ballot and it is far too confusing.

#### CLOSE PUBLIC HEARING

Councilmember McKeithen agrees with the resident who thinks the issue should be decided by the Council but the public has made it clear that they want a say in the issue.

Councilmember Dobbie would like to keep Library money from being used.

Councilmember Carlson doesn't see the Library funds being used as a threat.

Vice Mayor Lewis suggested that we can't compare the Library issue to the Town Center and Little League and thinks things are going on the ballot just to be put on the ballot.

Mayor Widmer thinks the wording should be changed to "primarily."

City Attorney Bill Connors clarified that Library funds cannot be used for this project.

**MOTION by Lewis, second by Carlson to deny the resolution. The motion failed by a roll call vote of 2-3:**

**Carlson:** yes

**Dobbie:** no

**McKeithen:** no

**Lewis:** yes

**Widmer:** no

**MOTION by McKeithen, second by Dobbie to pass a Resolution of the City Council of the Town of Atherton, California Ordering the submission to the Qualified Electors of the Town of Atherton a Measure Relating To The New Town Center at the Consolidated General Municipal Election to be held on Tuesday, November 6, 2012 as called by Resolution No. 12-XX. The motion passed by a roll call vote of 3-2:**

**Carlson:** no

**Dobbie:** yes

**McKeithen:** yes

**Lewis:** no

**Widmer:** yes

Vice Mayor Lewis asked what happens if a no vote is returned.

Councilmember McKeithen answered that the process will start over.

**ADJOURN** – the meeting was adjourned.

**Respectfully submitted**

**Theresa DellaSanta  
Interim City Manager**



**DRAFT Minutes**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**August 9, 2012**  
**6:00 P.M.**  
**CITY COUNCIL CHAMBERS**  
**94 Ashfield Road**  
Atherton, California  
**SPECIAL MEETING**

1. **ROLL CALL**           Widmer, Lewis, Carlson, McKeithen, Dobbie
2. **PUBLIC COMMENT** – limited to particular items on the special agenda
3. **APPOINTMENTS TO THE ARTS COMMITTEE, AUDIT/FINANCE COMMITTEE, ENVIRONMENTAL PROGRAMS COMMITTEE, LIBRARY BUILDING STEERING COMMITTEE, PLANNING COMMISSION, PARK & RECREATION COMMISSION, RAIL COMMITTEE, TOWN CENTER TASK FORCE, AND TRANSPORTATION COMMITTEE**  
**Report:** Interim City Manager Theresa DellaSanta  
**Recommendation:** Approve Appointments to Atherton Committees and Commissions

City Council appointed any applicants who applied for a committee where there were more vacancies than applicants. Council took the following action under one motion:

Arts Committee:

John Siambis, Isabella Pieslak, Swati Advani, Yvonne Lynch, Larry Calof, Edwin Ullman, Betty Ullman

Environmental Programs Committee:

John Siambis, Swati Advani, Denise Kupperman

Library Steering Committee:

Walter Sleeth

Town Center Task Force:

Sherman Hall III

Transportation Committee:

John Rugeiro  
Michael Lempres  
Kevin Reynolds  
Mary Widmer  
Larry Sweeney

**MOTION by Lewis, second by McKeithen to approve the automatic appointments. The motion passed unanimously**

Council voted by ballot on the committees where there are more applicants than vacancies.

The following appointments were made:

Audit/Finance: Jim Massey

Council directed staff to come back to the next regular meeting to potentially expand the committee to allow more residents to become members.

Planning Commission: William Grindley, Mary Widmer

Park & Recreation Commission: Sandy Crittenden, Robert Roeser.

Although Pat Dobbie was appointed to the Commission it was later ruled that Council Member Dobbie's selections were not counted since he was not present. The third vacancy will be handled at the next regular Council meeting in September.

Rail Committee: Scott Lane

**4. ADJOURN**

**MOTION by Lewis, second by McKeithen to adjourn the meeting. Mayor Widmer adjourned the meeting at 7:04 p.m.**



**Draft Minutes**  
**Town of Atherton**  
**CITY COUNCIL**  
**August 15, 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 Richard Moore. Many citizens and councilmembers paid tribute and gave thanks to Mr. Richard Moore for his years of services to the Town of Atherton.

**4. PUBLIC COMMENTS –**

Kathy Shrenk, Menlo Park School District Traffic Safety Coordinator, introduced herself to the Council and gave a brief outline of her goals of getting more children walking, biking, and carpooling to school and getting more cars off of the roads near the schools. She looks forward to working with the Town to create safer school streets.

Jon Buckheit, Selby Lane, spoke in support of Councilmember McKeithen, and her dedicated service to the Town during her time as an Atherton Council Member.

**5. REPORT OUT OF CLOSED SESSION –**

There were two items discussed in closed session: the first was a conference with the labor negotiator. It was an advisory briefing and there was no action. The second item was a conference with the City Attorney regarding pending litigation. Council gave direction to the City Attorney and no action was taken.

**6. CITY MANAGER'S REPORT –**

Vice Mayor Lewis asked about the Town's inability to meet the 15-year criteria for road surfaces. Public Works Director Mike Kashiwagi answered that the Town's road surfacing process is meant to last about 10 years and has been found to be much more cost effective.

Vice Mayor Lewis asked about the year to date vs. budgeted on page five and what the timing is. Public Works Director Mike Kashiwagi answered that this was just the year-to-date numbers and moving forward there will be year-to-date numbers provided.

**7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT –**

San Mateo Vector Control District gave a report. Samuel Lerner, president of the Board of Trustees of the

San Mateo Vector Control District spoke. Samuel Lerner is an Atherton City Council appointee to the District. Mr. Lerner introduced Robert Gay, manager of the San Mateo Vector Control District.

Robert Gay spoke about Vector Control in San Mateo County. Most of the mosquitos in San Mateo County are in storm drains and Vector Control is usually successful in treating those areas. Atherton has had two birds and one squirrel diagnosed with chronic (low levels) of West Nile. Vector Control will not fog unless they find mosquitos with West Nile virus, which to this point they have not. Vector Control also performs yellow jacket abatement.

Mayor Widmer asked what citizens should do should they find a dead squirrel or bird. Mr. Gay responded that they should call Vector Control. Residents should not touch the animal and should immediately call Vector Control. The phone number is on the web site.

Vice Mayor Lewis asked about mosquitos breeding in underground retention trenches. Mr. Gay will work with Public Works Director Kashiwagi to check into it.

Councilmember Dobbie asked how effective fogging is. Mr. Gay answered that fogging is effective but difficult to do.

Councilmember Dobbie asked what the best product is for mosquito repellent. Mr. Gay answered that DEET is still the best product.

Councilmember Dobbie asked about squirrels and how to get rid of them. Mr. Gay answered that there have been squirrels found with bubonic plague and hanta virus. Squirrels are a concern. Residents should call Vector Control if a dead squirrel is found.

Councilmember Carlson asked where their funding comes from. Mr. Gay answered that most of the funding come from property taxes, special taxes and benefit assessment.

John Ruggiero, Stockbridge, commended Vector Control and the work that they do.

Lou Paponis, MacBain Avenue, expressed concern about drainage onto Emily Avenue from Sacred Heart School. Mr. Paponis is concerned about the proposed gulch for drainage. Mr. Gay would work with Public Works Director Kashiwagi to look into it.

Vice Mayor Lewis is also concerned about Sacred Heart's proposal to control water with a marsh.

A resident asked if fountains and ponds should be drained. Mr. Gay answered that all ponds and fountains are in a database that the field technicians have at their disposal. They are using a product that keeps the mosquitos in a juvenile stage. Residents should notify Vector Control if an abandoned swimming pool is noticed or if a new fountain or pond is installed.

Councilmember McKeithen asked about the Atherton Channel. Mr. Gay isn't sure about it specifically but they do survey and treat all creeks in the area.

A resident suggested that the Vector Control be publicized more.

#### **CONSENT CALENDAR (ITEMS 8-12)**

#### **8. APPROVAL OF JUNE 29, 2012 SPECIAL MEETING MINUTES AND JULY 18 REGULAR MEETING MINUTES**

**Recommendation:** Approve meeting minutes

9. **APPROVAL OF BILLS AND CLAIMS FOR JULY, 2012 IN THE AMOUNT OF \$931,388**  
**Recommendation:** Approve Bills and Claims in the amount of \$931,388
  
10. **FINANCIAL REPORT FOR THE MONTH ENDED JULY 31, 2012**  
**Report:** Finance Director Debra Auker  
**Recommendation:** Receive the General Fund Financial Report
  
11. **QUARTERLY TREASURERS REPORT**  
**Report:** Interim Finance Director Debra Auker  
**Recommendation:** Approve quarterly treasurers' report through June 30, 2012
  
12. **ANNEXATION OF LANDS OF SONMEZ, 70 CAMINO POR LOS ARBOLES (APN 070-302-300) TO THE ATHERTON CHANNEL DRAINAGE DISTRICT – PROPERTY TAX EXCHANGE RESOLUTION**  
**Report:** Planner Neal Martin  
**Recommendation:** Adopt the attached resolution entitled “A RESOLUTION AGREEING TO AN EXCHANGE OF PROPERTY TAX REVENUES PURSUANT TO THE PROVISIONS OF CHAPTER 282, SECTION 59, PART 0.5, IMPLEMENTATION OF ARTICLE XIII A OF THE CALIFORNIA CONSTITUTION, COMMENCING WITH SECTION 95, DIVISION I, OF THE REVENUE AND TAXATION CODE.”

**MOTION by Carlson, second by Lewis to approve items 8 through 12 of the Consent Calendar.**

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

**PUBLIC HEARINGS - (Item 13)**

13. **APPEAL OF THE DECISION OF THE PLANNING COMMISSION TO APPROVE A VARIANCE TO ALLOW AN ATTACHED RAISED DECK TO ENCROACH IN THE MAIN BUILDING SETBACKS AND A HERITAGE TREE REMOVAL PERMIT TO ALLOW THE REMOVAL OF FOUR (4) TREES AT 38 SUTHERLAND DRIVE (APN 073-202-420)**  
**Report:** Planner Lisa Costa Sanders  
**Recommendation:** Conduct the public hearing and deny the Appeal, thereby upholding the Planning Commission's decision to approve the Variance at 38 Sutherland Drive.

Deputy Town Planner Lisa Costa Sanders presented the staff report. The appeal originates from the resident at 26 Sutherland.

Councilmember Carlson visited the site. He asked if replacement trees will be required. Deputy Town Planner Lisa Costa Sanders answered in the affirmative. Councilmember Carlson questioned how four trees will fit in to the current wooded landscape and asked if the applicant could donate to a tree fund instead. Deputy Town Planner Lisa Costa Sanders answered that the Planning Commission had discussed the same idea but since there is nothing in place currently to mandate such a fee, it was determined that it will be discussed as part of the updated Heritage Tree Ordinance.

Councilmember Carlson asked about the potential for a pool failure as specified by the appellant. Deputy Town Planner Lisa Costa Sanders answered that this type of structural detail is not addressed at the Planning Commission level but will be handled by the Building and Engineering Departments. The applicant will have an underground retention system in place.

Councilmember Carlson asked about the tree removal decisions. The decision by the Planning Commission

in this case was reached since it was believe to be a minimal number of trees removed relative to the number of trees on the site.

Vice Mayor Lewis asked if the Planning Commission was considering changing the ordinance. Deputy Town Planner Lisa Costa Sanders answered that they were not considering changing the ordinance based on this item. The code attempts to encompass most of the properties in Town.

Councilmember McKeithen expressed concern about water spilling over the side of the pool in an earthquake. Deputy Town Planner Lisa Costa Sanders answered that this would also be addressed by the Building Department at that point in the project. Councilmember McKeithen questioned this process and offered concern about the water spillover in the event of an earthquake.

City Attorney Bill Connors addressed the issue by saying that laypeople cannot overrule an engineer's report unless they have another engineer's report dispute the issue. It is incumbent upon the appellant to hire an independent engineer to dispute the engineer's report.

Councilmember McKeithen asked for clarification as to "uniquely surrounded" in the variance. Deputy Town Planner Lisa Costa Sanders answered that it was the Planning Commission's opinion that the lot in question is in fact uniquely surrounded by neighboring properties whereas most lots in Atherton have much more street frontage than this lot.

Councilmember McKeithen asked about tree #8 and was surprised at the rating. Town Arborist Kevin Keilty explained that the report came from Advanced Tree Care and the report was done in March and the health of that tree has declined substantially since the report was submitted.

Councilmember McKeithen asked about the tree protection plan. There is no provision for monitoring or if there is a violation of the tree protection plan. Ms. McKeithen asked if it could be part of the variance that the tree protection program be made part of the variance with some monitoring and for a bond to be posted with a report to be done on a regular basis. City Attorney Bill Connors explained that a bond would not be a good idea since other variances have been granted without bonds.

Mayor Widmer asked about the site and during his visit he noticed that the pool water would have to go up slightly in order to then flow down the slope. Town Arborist Kevin KIELTY answered that he noticed the same thing. Mayor Widmer continued that additionally, water would have to go through another neighbor's yard before it reached the appellant's property. This too was affirmed by staff.

Mayor Widmer asked about the choice of trees that are being removed and asked why some trees that were rated lower were not removed. Town Arborist Kevin KIELTY answered that it was more a matter of taking trees for the purpose of building the planned house than of removing trees for the sake of removal.

Mayor Widmer would also like to make sure that the trees are cared for during the construction phase. Town Arborist Kevin KIELTY answered that having the water off (during construction) will only improve the state of the oaks. Their problem right now is overwatering from drainage and runoff. As for the fire implication, Town Arborist KIELTY thinks conditions will improve once the project gets underway.

The appellant declined comment.

The applicant explained the project. He showed a map detailing the surrounding properties and explained where excess water would go. He explained the engineering of the pool deck and the drains in place to handle spillover.

Councilmember McKeithen would like the tree protection plan added to the variance.

Vice Mayor Lewis commented that she wanted to commend the applicant on having the engineer report and the care taken by the applicant. Lewis would like to reassure the appellant that great care has been taken to allay her fears about the safety of the pool.

**MOTION by Dobbie, second by Carlson to deny the Appeal of the decision of the Planning Commission to Approve a Variance to allow an attached raised deck to encroach in the main building setbacks and a Heritage Tree Removal Permit to allow the removal of four (4) trees at 38 Sutherland Drive (APN 073-202-420).**

**Ayes: 4                      Nays: 0                      Abstain: 1 (McKeithen)                      Excused: 0**

**REGULAR AGENDA – (Item 14)**

**14. ADOPT REVISIONS TO RESOLUTION 12-16 TO EXPAND AUDIT/FINANCE COMMITTEE**

**Report:** Interim City Manager Theresa DellaSanta

**Recommendation:** Adopt revisions to Resolution 12-16 to expand the Finance Committee with recommendations from the Audit/Finance Committee

Lou Paponis, MacBain, spoke about his trouble hearing the Councilmembers due to the sound system. Interim City Manager Theresa DellaSanta will address this issue.

**MOTION by McKeithen, second by Lewis to expand the Audit/Finance Committee.**

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

**CONSENT CONTINUED**

**15. COUNCIL REPORTS/COMMENTS** – there were no questions about any of the Council reports that were submitted.

**16. FUTURE AGENDA ITEMS** – Mayor Widmer asked if the sound system issue should be put on a future agenda. City Attorney Bill Connors responded that there are very strict laws regarding ADA accommodations. The sound system will be looked into and will be addressed and dealt with as soon as possible.

**17. PUBLIC COMMENTS** – Councilmember Dobbie spoke about his disappointment that William Grindley resigned from the Planning Commission and the Transportation Commission. Councilmember Dobbie feels that Mr. Grindley did a lot for the community and will be missed. Councilmember Carlson and Vice Mayor Lewis agreed with the sentiments of Councilmember Dobbie.

**18. ADJOURN** –

**MOTION by Lewis, second by Dobbie to adjourn.**

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

**Respectfully submitted**

**Theresa DellaSanta  
Interim City Manager**



**Draft Minutes**  
**Town of Atherton**  
**CITY COUNCIL**  
**August 21, 2012**  
**6:01 p.m.**  
**COUNCIL CHAMBERS**  
94 Ashfield Road  
Atherton, California  
**SPECIAL MEETING**

**ROLL CALL** – Lewis, Widmer, Carlson, McKeithen, Lewis, and Dobbie

**PUBLIC COMMENTS** –

A resident thanked the Council, Interim City Manager, and City Attorney for their prompt attention to the petition.

**1. Should the Location of the new Library be decided by a Town-wide vote by residents?**

No action taken by the Council.

**2. Where should the new Library be located?**

- a. **Holbrook-Palmer Park**
- b. **New Town Center**
- c. **Current Location**

Peter Carpenter, resident, thinks item 2 should be tabled until the results of the town-wide vote are known.

Bob Roeser, Wilburn, wants to know if the intent of the ballot measure is that if a “no” vote is returned, then the Library will not be built in any location in Holbrook-Palmer Park. The City Attorney and Mayor Widmer answered in the affirmative.

The councilmembers agree that the item should be continued. No other action was taken.

**3. Should Atherton withdraw from the county-wide Library JPA?**

Mayor Widmer introduced the topic by saying that the Interim City Manager is already looking into the JPA and its implications and it will be presented at a meeting at a later date.

Councilmember Carlson and Councilmember Dobbie would like further information before making a decision. Vice Mayor Lewis has many questions about the contract with the JPA that she would like answered.

Peter Carpenter, resident, thinks that this JPA does not equally represent all of its contributors. He would like to see the interests of Atherton represented in a manner more consistent with their contribution level.

Anne McNertney, Watkins, spoke in opposition to Atherton’s involvement in the JPA.

Ray Gerard, Irving Avenue, has many questions regarding Atherton's involvement in the Library JPA. Mayor Widmer asked Mr. Gerard to give his questions to Interim City Manager Theresa DellaSanta for her investigation into Atherton's involvement in the JPA.

Colleen Anderson, Parker Avenue, spoke of her idea to renovate the existing library and give the remaining library money to Atherton's public schools.

Mayor Widmer would like to wait for the detailed analysis by the Interim City Manager and City Attorney.

Councilmember Carlson asked if they could have a timeline and scope of what to expect from the Interim City Manager and the City Attorney. Interim City Manager Theresa DellaSanta answered that the City Attorney would be analyzing the ramifications of Atherton withdrawing from the JPA. The Interim City Manager and the Finance Director will be looking into the history of the relationship. Interim City Manager Theresa DellaSanta also estimated that she would have the staff report ready for the regular October City Council meeting. City Attorney Bill Connors has a list of the questions posed by Council and they will be addressed by the staff report.

Councilmember McKeithen warned against conjecture and speculation regarding Atherton's relationship with the JPA before the City Manager and City Attorney's report is complete and answers are given.

The item was tabled until the October meeting.

**4. Should the Town prepare, with citizen participation, a master plan study for all buildings and structures, existing or planned all Town-owned properties and their uses or proposed uses?**

Councilmember Dobbie doesn't think it would be a huge task to undertake given how few Town structures there are.

Mayor Widmer commented that there is money in the budget to do a master plan. He recommended that it is something that the Town should consider.

Councilmember McKeithen would like input on the type of master plan citizens would like. She would like to know what kind of timeline would be in mind and if there should be citizen involvement and what the scope of the project should be.

Vice Mayor Lewis noted that the citizen's petition requesting a master plan outlined that the residents would like a study enumerating the needs of the Town and the existing structures. Vice Mayor Lewis thinks such a study is very important to the Town.

Councilmember Carlson thinks the most important part of a potential master plan would be balancing the need for community space.

Bob Roesser, Wilburn Avenue, thinks a master plan would be very helpful to avoid problems that come up and delay the building process. If a master plan was laid out, then it would be a lot easier when money becomes available, to proceed with projects.

Charles Marsala, Emily, thinks it might be a good idea to bring back a Facilities Committee.

Colleen Anderson, Parker, would like the plan of Atherton mimic that of Menlo Park with all of the activities around the town center.

A resident spoke about the impact of high-speed rail on future buildings.

Councilmember Carlson clarified that it is not a given that there will be four tracks for high-speed rail.

Ann McNertney, Watkins, thinks there should be a master plan.

Councilmember McKeithen asked about the timeline of high-speed rail and electrification. Councilmember Carlson answered that the timeline is for it to be completed in 2019, with 2029 is the target date for high-speed trains to share two tracks up and down the peninsula.

Councilmember Dobbie asked where they anticipate getting the funds from. Councilmember Carlson replied that it would be from Proposition 1A. Councilmember McKeithen asked about shoofly tracks. Councilmember Carlson gave his opinion that in the Atherton area they will likely have two tracks. With four tracks or shoofly tracks being somewhere more like San Carlos, which is considered the halfway point of the peninsula.

Vice Mayor Lewis read the petition from the citizens requesting a master plan.

Mayor Widmer asked of staff to investigate the cost of a master plan for the area surrounding the Atherton Council Chambers as well as a timetable to do the project. The master plan for the Park has already been approved in the amount of \$30,000 and will be done separately.

Vice Mayor Lewis disagrees with the master plan being done piecemeal and thinks the master plan should be done Town-wide.

## **ADJOURN**

**Motion by Dobbie, second by McKeithen to adjourn.**

**Ayes: 5**

**Nays: 0**

**Abstain: 0**

**Excused: 0**

**TOWN OF ATHERTON**  
CLAIMS LIST AUGUST 2012

	<u>Amount</u>
A/P Checks (#14096-14201)	\$ 364,341
Payroll Checks (#349-351)	1,176
Direct Deposit - Payroll	186,217
Electronic Transfer - A/P & Payroll	208,380
AUGUST 2012 Total	760,114

I, Theresa DellaSanta, Interim City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 349-351 (payroll), and 14096-14201 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$760,114 are true and correct based on the information provided to me and that there are sufficient funds for payment.

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Theresa DellaSanta  
Interim City Manager

The above claims, check numbers 349-351 (payroll), and 14096-14201 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$760,114 are true and correct and are authorized for payment.

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Bill Widmer  
Mayor, Town of Atherton

**SOURCE OF FUNDS**

<b>101</b>	General Fund	\$ 678,253
<b>105</b>	Tennis Fund	158
<b>213</b>	Library	47,139
<b>616</b>	Employee Benefits	34,564
	TOTAL	760,114

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of August 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14096	8/3/2012	AFLAC	501-07-2012	General Fund		PR Batch 501 7 2012 AFLAC Accident Indemnity	135.72
14096	8/3/2012	AFLAC	501-07-2012	General Fund		PR Batch 501 7 2012 AFLAC Cancer Ins	117.61
14096	8/3/2012	AFLAC	501-07-2012	General Fund		PR Batch 501 7 2012 AFLAC Dental Ins PreTx	65.22
14096	8/3/2012	AFLAC	501-07-2012	General Fund		PR Batch 501 7 2012 AFLAC Hospital Indemnity	25.52
14096	8/3/2012	AFLAC	501-07-2012	General Fund		PR Batch 501 7 2012 AFLAC Intensive Care	16.26
14096	8/3/2012	AFLAC	501-07-2012	General Fund		PR Batch 501 7 2012 AFLAC Specified Health	27.90
14096	8/3/2012	AFLAC	501-07-2012	General Fund		PR Batch 501 7 2012 AFLAC-STD After Tax	62.81
14096	8/3/2012	AFLAC	502-07-2012	General Fund		PR Batch 502 7 2012 AFLAC Dental Ins PreTx	65.22
14096	8/3/2012	AFLAC	502-07-2012	General Fund		PR Batch 502 7 2012 AFLAC Hospital Indemnity	25.52
14096	8/3/2012	AFLAC	502-07-2012	General Fund		PR Batch 502 7 2012 AFLAC Intensive Care	16.26
14096	8/3/2012	AFLAC	502-07-2012	General Fund		PR Batch 502 7 2012 AFLAC Specified Health	27.90
14096	8/3/2012	AFLAC	502-07-2012	General Fund		PR Batch 502 7 2012 AFLAC Accident Indemnity	135.72
14096	8/3/2012	AFLAC	502-07-2012	General Fund		PR Batch 502 7 2012 AFLAC Cancer Ins	117.61
14096	8/3/2012	AFLAC	502-07-2012	General Fund		PR Batch 502 7 2012 AFLAC-STD After Tax	62.81
<b>14096 Total</b>							902.08
14097	8/3/2012	AFLAC	501-05-2012	General Fund		PR Batch 501 5 2012 Flex Participation Fee - EE	75.00
<b>14097 Total</b>							75.00
14098	8/3/2012	TEAMSTERS LOCAL 856 H & W	501-07-2012	General Fund		PR Batch 501 7 2012 Dental Insurance	3,888.00
14098	8/3/2012	TEAMSTERS LOCAL 856 H & W	August 2012	General Fund	Police	Dental A. Barron August 2012	(144.00)
<b>14098 Total</b>							3,744.00
14099	8/3/2012	VISION SERVICE PLAN	501-07-2012	General Fund		PR Batch 501 7 2012 Vision Insurance	450.32
14099	8/3/2012	VISION SERVICE PLAN	August 2012	General Fund	Police	Vision A. Barron August 2012	(10.88)
14099	8/3/2012	VISION SERVICE PLAN	August 2012	General Fund	DPW-Street Maint.	Vision cobra M. Rubalcava August 2012	10.88
<b>14099 Total</b>							450.32
14100	8/8/2012	AT&T CALNET 2	000003522451	General Fund	DPW-Street Maint.	1470 PW Corp Yard 6/11/12 - 7/10/12	22.80
<b>14100 Total</b>							22.80
14101	8/8/2012	DE LARGE FINANCIAL SERVICES,INC	14484392	General Fund	Planning	Lease Sharp MXM453N copier Planning 7/15/12 - 8/14/12	50.50
14101	8/8/2012	DE LARGE FINANCIAL SERVICES,INC	14484392	General Fund	Building	Lease Sharp MXM453N copier Bldg 7/15/12 - 8/14/12	50.50
14101	8/8/2012	DE LARGE FINANCIAL SERVICES,INC	14484392	General Fund	DPW-Engineering	Lease Sharp MXM453N copier DPW 7/15/12 - 8/14/12	50.50
<b>14101 Total</b>							151.50
14102	8/8/2012	LSA ASSOCIATES, INC.	115458	Library Fund	Non-Dept	Environmental consulting service Library April 2012	122.62
14102	8/8/2012	LSA ASSOCIATES, INC.	115458	Library Fund	Non-Dept	Environmental consulting service Library April 2012	4,748.38
14102	8/8/2012	LSA ASSOCIATES, INC.	116055	Library Fund	Non-Dept	Environmental consulting service Library May 2012	2,185.12
14102	8/8/2012	LSA ASSOCIATES, INC.	116055	Library Fund	Non-Dept	Environmental consulting service Library May 2012	18,652.85
14102	8/8/2012	LSA ASSOCIATES, INC.	116055	Library Fund	Non-Dept	Environmental consulting service Library May 2012	4,248.01
14102	8/8/2012	LSA ASSOCIATES, INC.	116529	Library Fund	Non-Dept	Environmental consulting service Library June 2012	14,154.64

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of August 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
<b>14102 Total</b>							44,111.62
14103	8/8/2012	MUNISERVICES LLC	RHS Const	General Fund		Bus Lic. RHS Construction	125.00
14103	8/8/2012	MUNISERVICES LLC	GreenTechElec	General Fund		Bus Lic. Green Tech Electric Solutions Inc.	250.00
<b>14103 Total</b>							375.00
14104	8/8/2012	PG & E	92913025489/712	General Fund	DPW-Street Maint.	Corp office/storage 6/22/12 - 7/23/12	111.73
14104	8/8/2012	PG & E	34579695882/712	General Fund	DPW-Street Maint.	Signal El Camino/Atherton 6/23/12 - 7/24/12	73.93
14104	8/8/2012	PG & E	91663025566/712	Library Fund	Non-Dept	Atherton library 6/22/12 - 7/23/12	821.03
<b>14104 Total</b>							1,006.69
14105	8/8/2012	REPUBLIC ITS INC	RR-134229	General Fund	DPW-Street Maint.	Repair signal head hit & loose from framework Middlefield/Oak Gr	588.54
14105	8/8/2012	REPUBLIC ITS INC	RR-134228	General Fund	DPW-Street Maint.	Traffic signal maintenance Middlefield/Encinal June 2012	104.67
14105	8/8/2012	REPUBLIC ITS INC	RR-134228	General Fund	DPW-Street Maint.	Traffic signal maintenance Middlefield/Marsh June 2012	104.67
14105	8/8/2012	REPUBLIC ITS INC	RR-134228	General Fund	DPW-Street Maint.	Traffic signal maintenance Middlefield/Oak Grove June 2012	104.67
<b>14105 Total</b>							902.55
14106	8/10/2012	PLUTYNSKI MARK A.	005	General Fund	City Council	Videotaping Special Council Meetings-7/18/12 & 7/25/12	700.00
<b>14106 Total</b>							700.00
14107	8/14/2012	ABAG POWER PURCHASING POOL	8004748	General Fund	Administration	91 Ashfield - Admin 6/23/12 - 7/24/12	19.87
14107	8/14/2012	ABAG POWER PURCHASING POOL	8004748	General Fund	Planning	Station Lane/Town Hall 6/23/12 - 7/24/12	11.27
14107	8/14/2012	ABAG POWER PURCHASING POOL	8004748	General Fund	Building	Station Lane/Town Hall 6/23/12 - 7/24/12	67.64
14107	8/14/2012	ABAG POWER PURCHASING POOL	8004748	General Fund	Police	91 Ashfield - PD 6/23/12 - 7/24/12	33.84
14107	8/14/2012	ABAG POWER PURCHASING POOL	8004748	General Fund	DPW-Engineering	Station Lane/Town Hall 6/23/12 - 7/24/12	33.82
14107	8/14/2012	ABAG POWER PURCHASING POOL	8004748	General Fund	DPW-Street Maint.	99 Dinkenspiel Corp Off/Storage 6/23/12 - 7/24/12	77.80
14107	8/14/2012	ABAG POWER PURCHASING POOL	8004748	General Fund	DPW-Park Maint.	160 WATKINS (CM House) 6/26/12 - 7/25/12	29.03
14107	8/14/2012	ABAG POWER PURCHASING POOL	8004748	General Fund	DPW-Park Program	150 Watkins HP Activities 6/26/12 - 7/25/12	70.93
14107	8/14/2012	ABAG POWER PURCHASING POOL	8004748	General Fund	DPW-Park Program	150 Watkins Town of Atherton 6/26/12 - 7/25/12	36.20
14107	8/14/2012	ABAG POWER PURCHASING POOL	8004748	Library Fund	Non-Dept	Library/Dinkenspiel/Sta Ln 6/23/12 - 7/24/12	39.60
<b>14107 Total</b>							420.00
14108	8/14/2012	ACCONTEMP	36008963	General Fund	Finance	Temp Phonpradith, Noy 7/23/12 - 7/26/12	1,285.76
<b>14108 Total</b>							1,285.76
14109	8/14/2012	ADVANCED BUSINESS FORMS	18114	General Fund	Police	(1000) 2-pt Warning Citations PD	282.86
14109	8/14/2012	ADVANCED BUSINESS FORMS	18115	General Fund	Police	(1000) 3-pt Moving Citations PD	295.04

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of August 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
<b>14109 Total</b>							577.90
14110	8/14/2012	AT&T CALNET 2	000003565019	General Fund	Non-Dept	0600 PBX switch board line 6/27/12 - 7/26/12	112.41
14110	8/14/2012	AT&T CALNET 2	000003565020	General Fund	Non-Dept	8099 Town Hall main line 6/27/12 - 7/26/12	414.44
14110	8/14/2012	AT&T CALNET 2	000003548741	General Fund	Police	8343 83 Ashfield/KCEA radio PD 6/20/12 - 7/19/12	57.43
14110	8/14/2012	AT&T CALNET 2	000003548744	General Fund	Police	6689 MP fire to PD voter 6/20/12 - 7/19/12	66.47
14110	8/14/2012	AT&T CALNET 2	000003548739	General Fund	Police	1053 Teleminder loop line PD 6/20/12 - 7/19/12	84.37
14110	8/14/2012	AT&T CALNET 2	000003565017	General Fund	Police	0686 Alarm line- Police shed 6/27- 7/26/12	15.68
14110	8/14/2012	AT&T CALNET 2	000003565018	General Fund	Police	0280 Disaster line PD 6/27/12 - 7/26/12	211.83
14110	8/14/2012	AT&T CALNET 2	000003548740	General Fund	Police	1953 Circuit# from Pd to 590 Hamilton-RC 6/20/12 - 7/19/12	97.26
14110	8/14/2012	AT&T CALNET 2	000003548743	General Fund	Police	7360 Circuit data line PD 6/20/12 - 7/19/12	360.52
14110	8/14/2012	AT&T CALNET 2	000003519482	General Fund	Police	6500 Main line PD 6/10/12 - 7/9/12	491.54
14110	8/14/2012	AT&T CALNET 2	000003518843	General Fund	Police	9297 Alarm PD 6/10/12 - 7/9/12	15.74
14110	8/14/2012	AT&T CALNET 2	000003521008	General Fund	Police	1804 Dispatch fax PD 6/10/12 - 7/9/12	14.93
14110	8/14/2012	AT&T CALNET 2	000003519480	General Fund	Police	3220 Fax Admin PD 6/10/12 - 7/9/12	15.75
14110	8/14/2012	AT&T CALNET 2	000003519476	General Fund	Police	6131 Emergency line PD 6/10/12 - 7/9/12	103.59
14110	8/14/2012	AT&T CALNET 2	000003519481	General Fund	Police	9743 Direct connect fax line PD 6/10/12 - 7/9/12	15.96
14110	8/14/2012	AT&T CALNET 2	000003519477	General Fund	Police	6452 Voice print-911 PD 6/10/12 - 7/9/12	15.73
14110	8/14/2012	AT&T CALNET 2	000003519478	General Fund	Police	7653 Fax request service PD 6/10/12 - 7/9/12	14.48
14110	8/14/2012	AT&T CALNET 2	000003519479	General Fund	Police	2801 Trailer PD 6/10/12 - 7/9/12	155.36
14110	8/14/2012	AT&T CALNET 2	000003548745	General Fund	Police	6690 MP police to PD voter 6/20/12 - 7/19/12	66.47
14110	8/14/2012	AT&T CALNET 2	000003548746	General Fund	Police	6691 Cal water/Bear gulch voter PD 6/20/12 - 7/19/12	76.79
14110	8/14/2012	AT&T CALNET 2	000003548742	General Fund	Police	5840 83 Ashfield to Industrial PD 6/20/12 - 7/19/12	266.37
<b>14110 Total</b>							2,673.12
14111	8/14/2012	CITY OF REDWOOD CITY	BR27525	General Fund	Non-Dept	(41) hrs IT support for May & June 2012	5,776.24
14111	8/14/2012	CITY OF REDWOOD CITY	BR27525	General Fund	Non-Dept	(9) hrs IT support for May & June 2012	1,266.26
<b>14111 Total</b>							7,042.50
14112	8/14/2012	CITY OF SAN MATEO	74189	General Fund	Police	(8.17) hrs Pistol range user fee PD FY 2012	531.00
<b>14112 Total</b>							531.00
14113	8/14/2012	DUNBAR ARMORED INC	3100175	General Fund	Finance	Armored car monthly service fee August 2012	100.00
14113	8/14/2012	DUNBAR ARMORED INC	3100175	General Fund	Finance	Armored car monthly fuel surcharge fee August 2012	15.35
14113	8/14/2012	DUNBAR ARMORED INC	3100175	General Fund	Non-Dept	Armored car monthly maintenance fee August 2012	10.66
14113	8/14/2012	DUNBAR ARMORED INC	3100175	General Fund	Non-Dept	Armored car cash processing fee August 2012	12.65
<b>14113 Total</b>							138.66
14114	8/14/2012	FEDERAL EXPRESS CORP	7-893-49722	General Fund	DPW-Street Maint.	FedEx envelope to RWVCB Public Work	23.37
<b>14114 Total</b>							23.37
14115	8/14/2012	GARCIA YOLANDA	279	General Fund		Refund park dep Inv# 279, 8/4/12	250.00
<b>14115 Total</b>							250.00
14116	8/14/2012	HANAK KIRK	283	General Fund		Refund park dep Inv# 283, 7/27/12	250.00
<b>14116 Total</b>							250.00
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	4960/7-23-12TD	General Fund	City Council	Meal for Council meeting 6/29/12	30.50

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of August 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	4960/7-23-12TD	General Fund	City Council	supplies for Council meeting 6/29/12	36.74
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	4960/7-23-12TD	General Fund	Administration	Job posting on CSMFO website for Finance Director position	225.00
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5424/7-23-12KR	General Fund	Building	(100) 8"x24" Yellow coroplast signs Bldg	683.26
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	Car wash PD June 2012	280.00
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	2431/7-23-12JW	General Fund	Police	DeWalt mobile lock fee PD July 2012	19.95
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	2431/7-23-12JW	General Fund	Police	Lunch Driving training J. Wade PD 7/10/12	10.00
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	Lodging SLI training A. Kockler PD 7/8/12 -7/10/12	283.65
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	Lodging K-9 training D. Gomez PD 8/6/12 - 8/8/12	376.50
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	Lodging SLI training A. Kockler PD 6/3/12 -6/6/12	283.65
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	Safety training course J. Mattes PD 8/15/12	109.00
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	Safety training course-O'SHEA PD 8/15/12	109.00
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	(2) Black toner Chief PD	143.95
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	(1) Cyan toner Chief PD	83.88
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	(1) Magenta toner Chief PD	83.88
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	(1) Yellow toner Chief PD	83.89
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	2431/7-23-12JW	General Fund	Police	Ammunition PD	59.61
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	Credit -error from June statement	(64.00)
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	Clear laminating pouch assortment kit PD	21.50
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	Backup surge protector PD	102.19
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5432/7-23-12JF	General Fund	Police	Latex gloves PD	79.90
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5408/7-23-12ST	General Fund	DPW-Engineering	American Public Works due DPW Eng.	149.00
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5408/7-23-12ST	General Fund	DPW-Street Maint.	EPA fee DPW Street Maint.	7.50

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of August 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14117	8/14/2012	IMPAC. GOVERNMENT SERVICES	5408/7-23-12ST	General Fund	DPW-Park Program	Internet fee HP Park July 2012	67.58
<b>14117 Total</b>							3,266.13
14118	8/14/2012	J & N PRINTING	10190	General Fund	Police	(3000) copies Atherton Resident Handbooks	2,784.19
<b>14118 Total</b>							2,784.19
14119	8/14/2012	KIELTY KEVIN R.	2356	General Fund	Planning	Kiely arborist services 26% Planning June 2012	1,989.00
14119	8/14/2012	KIELTY KEVIN R.	2356	General Fund	Building	Kiely arborist services 74% Bldg June 2012	5,661.00
<b>14119 Total</b>							7,650.00
14120	8/14/2012	MOVASSATE MANOU	P#39719	General Fund		Refund 2nd Utility dep P#39719, 5 Betty Ln	5,000.00
<b>14120 Total</b>							5,000.00
14121	8/14/2012	O'NELSON & SON	APW12-00104	General Fund		Refund road bond dep APW12-00104, 349 Selby Ln	2,500.00
<b>14121 Total</b>							2,500.00
14122	8/14/2012	PAW PRINTS, INC	25914	General Fund	Police	(6) Alarm signs (4 #260, #302, #19) PD	162.38
<b>14122 Total</b>							162.38
14123	8/14/2012	PRINT'N GRAPHIC	145550	General Fund	Police	(2500) False alarm cards PD	81.57
<b>14123 Total</b>							81.57
14124	8/14/2012	ROTO ROOTER	APW12-00030	General Fund		Refund road bond dep APW12-00030, 2 San Benito Ave.	2,500.00
<b>14124 Total</b>							2,500.00
14125	8/14/2012	SAN MATEO CNTY CONTROLLERS OFFICE	July 2012	General Fund		Allocation of parking penalties July 2012	368.70
<b>14125 Total</b>							368.70
14126	8/14/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11206	General Fund	Police	Microwave micro channel PD June 2012	152.00
14126	8/14/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11206	General Fund	Police	MessageSwitch lines PD June 2012	1,154.08
<b>14126 Total</b>							1,306.08
14127	8/14/2012	SPRINT	130538811-056	General Fund	Police	Mobile data communication PD 6/26/12 - 7/25/12	431.51
<b>14127 Total</b>							431.51
14128	8/14/2012	THE ALMANAC	July 2012	General Fund	City Council	Notice of General Municipal Election 7/11/12	232.00
14128	8/14/2012	THE ALMANAC	July 2012	Library Fund	Non-Dept	Notice of Public Hearing EIR for Library 7/11/12	464.00
<b>14128 Total</b>							696.00
14129	8/14/2012	TURBO DATA SYSTEMS INC	19203	General Fund	Police	Citation processing PD July 2012	174.12
<b>14129 Total</b>							174.12
14130	8/14/2012	US BANCORP EQUIPMENT FINANCE INC.	208558981	General Fund	Police	Lease Sharp MXM283N copier PD 7/25/12 - 8/25/12	237.18
<b>14130 Total</b>							237.18
14131	8/14/2012	VERIZON WIRELESS	1104167929	General Fund	Building	Wireless services Bldg 6/22/12 - 7/21/12	0.34
14131	8/14/2012	VERIZON WIRELESS	1104167929	General Fund	Police	Wireless services PD 6/22/12 - 7/21/12	100.28
14131	8/14/2012	VERIZON WIRELESS	1104167929	General Fund	DPW-Engineering	Wireless services DPW Eng. 6/22/12 - 7/21/12	12.74
14131	8/14/2012	VERIZON WIRELESS	1104167929	General Fund	DPW-Street Maint.	Wireless services DPW Street Maint. 6/22/12 - 7/21/12	5.69
14131	8/14/2012	VERIZON WIRELESS	1104167929	General Fund	DPW-Park Maint.	Wireless services DPW Park Maint. 6/22/12 - 7/21/12	0.17

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of August 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14131	8/14/2012	VERIZON WIRELESS	1104167929	General Fund	DPW-Park Program	Wireless services DPW Park Prog 6/22/12 - 7/21/12	0.34
<b>14131 Total</b>							119.56
14132	8/14/2012	WILLIAMS SCOTSMAN, INC	96504573	General Fund	Police	Trailer rental PD 7/29/12 - 8/28/12	680.99
<b>14132 Total</b>							680.99
14133	8/14/2012	A-A LOCK & ALARM INC	227224	General Fund	DPW-Building Maint.	Remove & replace one leverset Chief office	336.61
<b>14133 Total</b>							336.61
14134	8/14/2012	AT&T CALNET 2	000003577514	General Fund	Police	5396 ESL service line PD 7/1/12 - 7/31/12	65.65
14134	8/14/2012	AT&T CALNET 2	000003519860	General Fund	DPW-Park Program	2677 Park elevator 6/10/12 - 7/9/12	15.52
<b>14134 Total</b>							81.17
14135	8/14/2012	BOESCH CARRIE	BP11-00912	General Fund		Refund recycling dep BP11-00912, 28 Walnut Ave.	1,000.00
<b>14135 Total</b>							1,000.00
14136	8/14/2012	CAL WATER SERVICE	62126158/712	General Fund	City Council	94 Ashfield 6/5/12 - 7/3/12	901.07
14136	8/14/2012	CAL WATER SERVICE	91512681/712	General Fund	Administration	91 Ashfield 6/5/12 - 7/3/12	53.52
14136	8/14/2012	CAL WATER SERVICE	91512699/712	General Fund	Planning	Station Lane Meter 6/5/12 - 7/3/12	5.92
14136	8/14/2012	CAL WATER SERVICE	91512699/712	General Fund	Building	Station Lane Meter 6/5/12 - 7/3/12	35.48
14136	8/14/2012	CAL WATER SERVICE	91512664/712	General Fund	Police	83 Ashfield 6/5/12 - 7/3/12	109.66
14136	8/14/2012	CAL WATER SERVICE	91512699/712	General Fund	DPW-Engineering	Station Lane Meter 6/5/12 - 7/3/12	17.74
14136	8/14/2012	CAL WATER SERVICE	9293092658/712	General Fund	DPW-Street Maint.	99 Ashfield Rd 7/4/12 - 8/2/12	66.66
14136	8/14/2012	CAL WATER SERVICE	62051509/712	General Fund	DPW-Street Maint.	Alameda/Atherton 6/5/12 - 7/3/12	175.33
14136	8/14/2012	CAL WATER SERVICE	62051499/712	General Fund	DPW-Street Maint.	El Camino Real 6/5/12 - 7/3/12	265.15
14136	8/14/2012	CAL WATER SERVICE	97947324/712	General Fund	DPW-Street Maint.	El Camino Real (2) 6/26/12 - 7/25/12	213.87
14136	8/14/2012	CAL WATER SERVICE	62051537/712	General Fund	DPW-Park Program	150 Watkins 6/26/12 - 7/25/12	155.72
14136	8/14/2012	CAL WATER SERVICE	62051537Fire712	General Fund	DPW-Park Program	150 Watkins (Fire Pro) 7/1/12 - 7/31/12	29.31
14136	8/14/2012	CAL WATER SERVICE	89783897/712	Library Fund	Non-Dept	Maple 6/5/12 - 7/3/12	358.74
14136	8/14/2012	CAL WATER SERVICE	97127159/712	Library Fund	Non-Dept	2 Station Lane 6/5/12 - 7/3/12	53.52
<b>14136 Total</b>							2,441.69
14137	8/14/2012	CITY OF REDWOOD CITY	BR27635	General Fund	Police	Vehicle repair/maintenance services PD 6/15/12 - 7/15/12	1,002.35
<b>14137 Total</b>							1,002.35
14138	8/14/2012	CITY OF REDWOOD CITY	BR27673	General Fund	Police	Fuel charge PD 6/15/12 - 7/15/12	3,805.42
14138	8/14/2012	CITY OF REDWOOD CITY	BR27673	General Fund	DPW-Street Maint.	Fuel charge DPW 6/15/12 - 7/15/12	62.90
<b>14138 Total</b>							3,868.32
14139	8/14/2012	CLARK PEST CONTROL	12991794	Library Fund	Non-Dept	Pest control service Library July 2012	95.00
<b>14139 Total</b>							95.00
14140	8/14/2012	CONTRACT SWEEPING SERVICES	INV120001006	General Fund	DPW-Street Maint.	Monthly sweeping service July 2012	992.70
<b>14140 Total</b>							992.70
14141	8/14/2012	ELLISON'S TOWING	36369	General Fund	Police	Tow service -flat tire 2011 Ford Crown Victoria PD	70.00
<b>14141 Total</b>							70.00
14142	8/14/2012	ENERG RICK	Aug 6-9, 2012	General Fund	Police	Lunch Intro to Emerg Mgmt: Earthquake trng R. Enberg 8/6/12	6.77
14142	8/14/2012	ENERG RICK	Aug 6-9, 2012	General Fund	Police	Lunch Intro to Emerg Mgmt: Earthquake trng R. Enberg 8/7/12	9.48
14142	8/14/2012	ENERG RICK	Aug 6-9, 2012	General Fund	Police	Lunch Intro to Emerg Mgmt: Earthquake trng R. Enberg 8/8/12	8.24

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<b>14142 Total</b>							24.49
14143	8/14/2012	FLAHERTY JOHN	BP12-00180	General Fund		Refund recycling dep BP12-00180, 396 Atherton Ave.	4,019.00
<b>14143 Total</b>							4,019.00
14144	8/14/2012	FREW JENNIFER	August 2012	General Fund	Non-Dept	Postage- mail out Resident Handbooks to all residents	355.00
<b>14144 Total</b>							355.00
14145	8/14/2012	GRAINGER INC	9881616735	Tennis Fund	DPW-Park Program	Rubber tip for folding chairs Tennis court	51.30
<b>14145 Total</b>							51.30
14146	8/14/2012	INTERWEST CONSULTING GROUP, INC	12926	General Fund	Building	(65) hrs Inspection svc for permits issued prior 8/22/11	5,200.00
14146	8/14/2012	INTERWEST CONSULTING GROUP, INC	12926	General Fund	Building	58% Total revenue July 2012	65,866.79
14146	8/14/2012	INTERWEST CONSULTING GROUP, INC	12912	General Fund	DPW-Engineering	Interim Public Works Director July 2012	14,500.00
<b>14146 Total</b>							85,566.79
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Dinner SLI Session#3 trng A. Kockler 8/5/12	24.25
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Breakfast SLI Session#3 trng A. Kockler 8/6/12	11.70
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Lunch SLI Session#3 trng A. Kockler 8/6/12	13.65
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Dinner SLI Session#3 trng A. Kockler 8/6/12	8.35
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Breakfast SLI Session#3 trng A. Kockler 8/7/12	10.57
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Lunch SLI Session#3 trng A. Kockler 8/7/12	13.65
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Dinner SLI Session#3 trng A. Kockler 8/7/12	26.17
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Breakfast SLI Session#3 trng A. Kockler 8/8/12	11.32
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Lunch SLI Session#3 trng A. Kockler 8/8/12	12.66
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Dinner SLI Session#3 trng A. Kockler 8/8/12	15.71
14147	8/14/2012	KOCKLER ANTHONY	Aug 5-8, 2012	General Fund	Police	Airport parking fee SLI Session#3 trng A. Kockler 8/5/12 -8/8/12	60.00
<b>14147 Total</b>							208.03
14148	8/14/2012	PENINSULA CUSTOM HOMES	BP12-00203	General Fund		Refund recycling dep BP12-00203, 368 Selby Ln	1,000.00
<b>14148 Total</b>							1,000.00
14149	8/14/2012	PG & E	5678831050/712	General Fund	Administration	Ashfield/Town Hall 6/23/12 - 7/24/12	583.93
14149	8/14/2012	PG & E	5678831261/712	General Fund	Planning	Station Lane 6/29/12 - 7/30/12	14.61
14149	8/14/2012	PG & E	5678831261/712	General Fund	Building	Station Lane 6/29/12 - 7/30/12	87.67
14149	8/14/2012	PG & E	74579693321/712	General Fund	Police	83 Ashfield Rd PD 6/23/12 - 7/24/12	2,676.76
14149	8/14/2012	PG & E	5678831261/712	General Fund	DPW-Engineering	Station Lane 6/29/12 - 7/30/12	43.83
14149	8/14/2012	PG & E	5678831002et/71	General Fund	DPW-Street Maint.	Street Lights 6/30/12 - 7/31/12	4,063.98
14149	8/14/2012	PG & E	95313129439/712	General Fund	DPW-Street Maint.	93 Dinkelspiel Station Ln 6/23/12 - 7/23/12	215.97
14149	8/14/2012	PG & E	86713555828/712	General Fund	DPW-Street Maint.	Signal Middlefield/Encinal 6/26/12 - 7/25/12	39.43
14149	8/14/2012	PG & E	5678831025/712	General Fund	DPW-Street Maint.	Signal-Middlefield/Oak Grove 6/26/12 - 7/25/12	41.27
14149	8/14/2012	PG & E	5678831015/712	General Fund	DPW-Street Maint.	Signal E/S Middlefield 6/26/12 - 7/25/12	50.74
14149	8/14/2012	PG & E	5678831020/712	General Fund	DPW-Street Maint.	Signal-Marsh/Middlefield 6/26/12 - 7/25/12	9.85
14149	8/14/2012	PG & E	08963023620/712	General Fund	DPW-Park Maint.	160 Watkins (CM House) 6/26/12 - 7/25/12	46.31
14149	8/14/2012	PG & E	5678831040/712	General Fund	DPW-Park Maint.	Pump 150 Watkins 6/26/12 - 7/25/12	686.44
14149	8/14/2012	PG & E	5678831260/712	General Fund	DPW-Park Program	Activity Bldg 150 Watkins 6/29/12 - 7/30/12	188.61

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14149	8/14/2012	PG & E	5678831189/712	General Fund	DPW-Park Program	Modular Bldg 150 Watkins 6/29/12 - 7/30/12	449.23
<b>14149 Total</b>							9,198.63
14150	8/14/2012	PRO FORCE	145890	General Fund	Police	Remington GSB45APB - 45 230GR BJHP	1,569.24
14150	8/14/2012	PRO FORCE	145890	General Fund	Police	Remington L38S2 - 38 P 125GR JHP	226.37
14150	8/14/2012	PRO FORCE	145890	General Fund	Police	Sale tax Remington GS45APB/L38S2	148.14
<b>14150 Total</b>							1,943.75
14151	8/14/2012	RECALL SECURE DESTRUCTION SERV	2303081411	General Fund	Police	Shred document services PD 6/29/12	41.45
14151	8/14/2012	RECALL SECURE DESTRUCTION SERV	2303081411	General Fund	Police	Shred document services PD 7/13/12	41.45
<b>14151 Total</b>							82.90
14152	8/14/2012	SAN MATEO REGIONAL NETWORK INC	20273	General Fund	Police	Network monthly access fee T-1 service Aug 2012	385.00
<b>14152 Total</b>							385.00
14153	8/14/2012	TELECOMMUNICATIONS ENGINEERING	41998	General Fund	Police	Facilities Mgmt & maint public safety comm center Aug 2012	1,226.00
<b>14153 Total</b>							1,226.00
14154	8/21/2012	ACCONTEMPS	36068426	General Fund	Finance	Temp Phonpradith, Noy 7/30/12 - 8/2/12	1,285.76
14154	8/21/2012	ACCONTEMPS	36133388	General Fund	Finance	Temp Phonpradith, Noy 8/6/12 - 8/9/12	1,285.76
<b>14154 Total</b>							2,571.52
14155	8/21/2012	AT&T CALNET 2	000003577517	General Fund	Non-Dept	4866 Fax credit card Post office 7/1/12 - 7/31/12	0.31
14155	8/21/2012	AT&T CALNET 2	000003580319	General Fund	Non-Dept	4866 Fax credit card Post office 7/1/12 - 7/31/12	15.35
14155	8/21/2012	AT&T CALNET 2	000003602161	General Fund	Police	6500 Main line PD 7/10/12 - 8/9/12	542.15
14155	8/21/2012	AT&T CALNET 2	000003603687	General Fund	Police	1804 Dispatch fax PD 7/10/12 - 8/9/12	14.94
14155	8/21/2012	AT&T CALNET 2	000003602158	General Fund	Police	2801 Trailer PD 7/10/12 - 8/9/12	155.29
14155	8/21/2012	AT&T CALNET 2	000003602160	General Fund	Police	9743 Direct connect fax line PD 7/10/12 - 8/9/12	16.05
14155	8/21/2012	AT&T CALNET 2	000003602155	General Fund	Police	6131 Emergency line PD 7/10/12 - 8/9/12	103.81
14155	8/21/2012	AT&T CALNET 2	000003602159	General Fund	Police	3220 Fax Admin PD 7/10/12 - 8/9/12	15.70
14155	8/21/2012	AT&T CALNET 2	000003601522	General Fund	Police	9297 Alarm line PD 7/10/12 - 8/9/12	15.66
14155	8/21/2012	AT&T CALNET 2	000003602156	General Fund	Police	6452 Voice print-911 PD 7/10/12 - 8/9/12	15.65
14155	8/21/2012	AT&T CALNET 2	000003602157	General Fund	Police	7653 Fax request service PD 7/10/12 - 8/9/12	14.40
14155	8/21/2012	AT&T CALNET 2	000003605138	General Fund	DPW-Street Maint.	1470 PW Corp yard 7/11/12 - 8/10/12	22.71
<b>14155 Total</b>							932.02
14156	8/21/2012	CACCIA PLUMBING	APW12-00118	General Fund		Refund road bond dep APW12-00118, 41 Rosewood Dr.	2,500.00
<b>14156 Total</b>							2,500.00
14157	8/21/2012	CENTRAL MAINTENANCE COMPANY	3152-0712	General Fund	DPW-Park Maint.	Monthly Janitorial Services Park July 2012	560.00
14157	8/21/2012	CENTRAL MAINTENANCE COMPANY	3152-0812	General Fund	DPW-Park Maint.	Monthly Janitorial Services Park August 2012	560.00
14157	8/21/2012	CENTRAL MAINTENANCE COMPANY	3152-0712	General Fund	DPW-Building Maint.	Monthly Janitorial Services Facilities July 2012	1,093.00
14157	8/21/2012	CENTRAL MAINTENANCE COMPANY	3152-0812	General Fund	DPW-Building Maint.	Monthly Janitorial Services Facilities August 2012	1,212.70

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14157	8/21/2012	CENTRAL MAINTENANCE COMPANY	3152-0712	Library Fund	Non-Dept	Monthly Janitorial Services Library July 2012	342.00
14157	8/21/2012	CENTRAL MAINTENANCE COMPANY	3152-0812	Library Fund	Non-Dept	Monthly Janitorial Services Library August 2012	342.00
<b>14157 Total</b>							4,109.70
14158	8/21/2012	CITIES GROUP THE	Jul -Dec 2012	General Fund		LTD Program Assessment 7/1/12 - 12/31/12	9,113.43
14158	8/21/2012	CITIES GROUP THE	Jul -Dec 2012	Worker's Comp Insurance	Non-Dept	Group Life/ADD & WI Program 7/1/12 - 12/31/12	1,784.82
<b>14158 Total</b>							10,898.25
14159	8/21/2012	COMPUTER TECHNICIANS, INC	33539	General Fund	Finance	HP 4200 Printer Finance	614.34
<b>14159 Total</b>							614.34
14160	8/21/2012	CRW SYSTEMS INC	12-246	General Fund	Building	Annual maint & Tech support TRAKIT 7/1/12 - 6/30/13	10,250.00
<b>14160 Total</b>							10,250.00
14161	8/21/2012	CSG CONSULTANTS INC	022661	General Fund	Building	Code enforcement services 7/1/12 - 7/27/12	3,605.00
<b>14161 Total</b>							3,605.00
14162	8/21/2012	KIELTY KEVIN R.	2388	General Fund	Planning	Contract Arborist Services- 23% Planning July 2012	2,242.50
14162	8/21/2012	KIELTY KEVIN R.	2388	General Fund	Building	Contract Arborist Service - 77% Bldg July 2012	7,507.50
<b>14162 Total</b>							9,750.00
14163	8/21/2012	LEE PHILIP & CARLENE	BP12-00400	General Fund		Refund recycling dep BP12-00400, 231 Catalpa Dr.	5,600.00
<b>14163 Total</b>							5,600.00
14164	8/21/2012	MC PEEK COLLEEN	278	General Fund		Refund park dep Inv#278, 8/14/12	250.00
<b>14164 Total</b>							250.00
14165	8/21/2012	MILLS-PENINSULA HEALTH SERVICE	41129	General Fund	Non-Dept	Employee Assistance Services 7/1/12 - 9/30/12	310.50
<b>14165 Total</b>							310.50
14166	8/21/2012	MUNISERVICES LLC	JDW Painting	General Fund		Bus Lic. JDW Painting	150.00
14166	8/21/2012	MUNISERVICES LLC	Norcal Masonry	General Fund		Bus Lic. Norcal Masonry	150.00
14166	8/21/2012	MUNISERVICES LLC	AzevedoDrywall	General Fund		Bus Lic. Azevedo Drywall	150.00
<b>14166 Total</b>							450.00
14167	8/21/2012	RUSSELL CRAIG	287	General Fund		Refund park dep Inv#287, 8/11/12	250.00
<b>14167 Total</b>							250.00
14168	8/21/2012	SAN MATEO CNTY FORENSIC LAB	CL03341	General Fund	Police	Flat fee contribution FY12/13	5,955.69
14168	8/21/2012	SAN MATEO CNTY FORENSIC LAB	CL03310	General Fund	Police	DNA analysis service case# 760	912.00
14168	8/21/2012	SAN MATEO CNTY FORENSIC LAB	CL03310	General Fund	Police	Evidence screen-serology service case# 751	90.00
14168	8/21/2012	SAN MATEO CNTY FORENSIC LAB	CL03310	General Fund	Police	Fingerprint process evidence service case# 246	422.00
14168	8/21/2012	SAN MATEO CNTY FORENSIC LAB	CL03310	General Fund	Police	RCFL cost allocation service case# 954	45.43
<b>14168 Total</b>							7,425.12
14169	8/21/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11207	General Fund	Police	Microwave micro channel July 2012	152.00

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14169	8/21/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11207	General Fund	Police	MessageSwitch lines July 2012	1,154.12
<b>14169 Total</b>							1,306.12
14170	8/21/2012	SAN MATEO CNTY SHERIFF'S OFFIC	3371	General Fund	Police	FY12/13 City Share, District Adm svc, & Hazardous	28,423.00
<b>14170 Total</b>							28,423.00
14171	8/21/2012	SERVICEMASTER OF SAN FRANCISCO/SAN MATEO	8152	General Fund	Police	Commercial disaster restoration services case#12-467 PD	645.55
<b>14171 Total</b>							645.55
14172	8/21/2012	WITMER-TYSON IMPORTS INC	T9352	General Fund	Police	Monthly K-9 maintenance training July 2012	500.00
14172	8/21/2012	WITMER-TYSON IMPORTS INC	T9352	General Fund	Police	Dog walking service -Rex July 2012	35.00
14172	8/21/2012	WITMER-TYSON IMPORTS INC	T9352	General Fund	Police	Dog Boarding -Rex 7/3/12, 7/20/12, & 7/27/12	220.00
14172	8/21/2012	WITMER-TYSON IMPORTS INC	T9352	General Fund	Police	Dog foods July 2012	119.08
14172	8/21/2012	WITMER-TYSON IMPORTS INC	T9352	General Fund	Police	Dog bath July 2012	45.00
14172	8/21/2012	WITMER-TYSON IMPORTS INC	T9352	General Fund	Police	Dog toothpaste July 2012	14.07
<b>14172 Total</b>							933.15
14173	8/21/2012	WORLD JOURNAL SF LLC	July 2012	General Fund	City Council	2012 Election notice translation fee	295.00
<b>14173 Total</b>							295.00
14175	8/29/2012	A-A LOCK & ALARM INC	17872	General Fund	DPW-Park Maint.	(10) Padlock keys Carriage house	35.18
<b>14175 Total</b>							35.18
14176	8/29/2012	ACCOUNTEMPS	36139769	General Fund	Finance	Temp Phonpradith, Noy 8/13/12 - 8/16/12	1,285.76
<b>14176 Total</b>							1,285.76
14177	8/29/2012	AT&T CALNET 2	000003577516	General Fund	DPW-Park Program	4859 HP Main house 7/1/12 - 7/31/12	65.34
14177	8/29/2012	AT&T CALNET 2	000003602539	General Fund	DPW-Park Program	2677 Park elevator 7/10/12 - 8/9/12	15.43
<b>14177 Total</b>							80.77
14178	8/29/2012	BOB MURRAY & ASSOCIATES	4825	General Fund	Administration	Professional service for City Manager position	1,981.50
<b>14178 Total</b>							1,981.50
14179	8/29/2012	CAL WATER SERVICE	90069321/812	General Fund	DPW-Street Maint.	Station Ln 7/4/12 - 8/2/12	184.84
<b>14179 Total</b>							184.84
14180	8/29/2012	CITY OF SOUTH SAN FRANCISCO	CL548-Almetek	General Fund	DPW-Street Maint.	(160) Stainless steel markers DPW Street maint.	616.00
14180	8/29/2012	CITY OF SOUTH SAN FRANCISCO	CL548-Almetek	General Fund	DPW-Street Maint.	(14) Caulk adhesive DPW Street maint.	107.80
14180	8/29/2012	CITY OF SOUTH SAN FRANCISCO	CL548-Almetek	General Fund	DPW-Street Maint.	Freight charge DPW Street maint.	100.00
<b>14180 Total</b>							823.80
14181	8/29/2012	COMCAST	0122498/0812	General Fund	Non-Dept	High speed internet 8/21/12 - 9/20/12	209.90
<b>14181 Total</b>							209.90
14182	8/29/2012	CONNERS WILLIAM B.	August 2012	General Fund	City Attorney	City Attorney Retainer August 2012	12,800.00
<b>14182 Total</b>							12,800.00
14183	8/29/2012	CUTWATER INVESTOR SERVICES CORP.	16611A	General Fund	Finance	Investment advisory services July 2012	1,000.00
<b>14183 Total</b>							1,000.00
14184	8/29/2012	GOMEZ DAVID	Aug6-8, 2012	General Fund	Police	Meals K-9 training "SKIDDS" D. Gomez 8/6/12 - 8/8/12	84.52

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<b>14184 Total</b>							84.52
14185	8/29/2012	GOVCONNECTION, INC.	49367753	General Fund	City Council	(6) Solar Keyboard Folio for iPad Council members	815.06
<b>14185 Total</b>							815.06
14186	8/29/2012	LANE RAYMOND	APW12-00082	General Fund		Refund permit fee withdrawn APW12-00082, 150 Alta Vista Dr	598.00
<b>14186 Total</b>							598.00
14187	8/29/2012	LIEBERT CASSIDY WHITMORE	154033	General Fund	Administration	Review/phone regarding emp.w/workers comp	150.00
<b>14187 Total</b>							150.00
14188	8/29/2012	MAZE & ASSOCIATES	3641	General Fund	Finance	Basic Financial Statement & Memo on Internal Control Report	1,715.00
<b>14188 Total</b>							1,715.00
14189	8/29/2012	MCE CORPORATION	1207047	General Fund	DPW-Street Maint.	Maintenance service Street July 2012	18,752.43
14189	8/29/2012	MCE CORPORATION	1207047	General Fund	DPW-Park Maint.	Maintenance service Park July 2012	16,839.54
14189	8/29/2012	MCE CORPORATION	1207047	General Fund	DPW-Park Program	Maintenance service Park Program July 2012	1,977.74
14189	8/29/2012	MCE CORPORATION	1207047	General Fund	DPW-Building Maint.	Maintenance service Facilities July 2012	791.63
14189	8/29/2012	MCE CORPORATION	1207047	Tennis Fund	DPW-Park Program	Maintenance service Tennis July 2012	106.69
14189	8/29/2012	MCE CORPORATION	1207047	Library Fund	Non-Dept	Maintenance service Library July 2012	161.75
<b>14189 Total</b>							38,629.78
14190	8/29/2012	MUNISERVICES LLC	Town&CountryFl	General Fund		Bus Lic. Town & Country Flooring	150.00
14190	8/29/2012	MUNISERVICES LLC	HernandezPlumb	General Fund		Bus Lic. Hernandez Plumbing	100.00
<b>14190 Total</b>							250.00
14191	8/29/2012	NCCCA	Sept 21, 2012	General Fund	Administration	NCCCA Business meeting T. DellaSanta 9/21/12	25.00
<b>14191 Total</b>							25.00
14192	8/29/2012	NEC CORPORATION OF AMERICA	TM0000033325	General Fund	Building	Phone repair -restored correct working phone Bldg	163.00
14192	8/29/2012	NEC CORPORATION OF AMERICA	TM0000033324	General Fund	Building	Phone repair -corrected forwarding issue Bldg	223.00
<b>14192 Total</b>							386.00
14193	8/29/2012	OIL CHANGER	202-0395029	General Fund	DPW-Engineering	Oil changes Dakota truck	38.98
<b>14193 Total</b>							38.98
14194	8/29/2012	PETTIT CHRIS	Aug2012-Uniform	General Fund	Police	(1) Cuff case C. Pettis PD	24.80
14194	8/29/2012	PETTIT CHRIS	Aug2012-Uniform	General Fund	Police	(1) Mag holder C. Pettis PD	42.28
14194	8/29/2012	PETTIT CHRIS	Aug2012-Uniform	General Fund	Police	(1) Keeper C. Pettis PD	15.60
14194	8/29/2012	PETTIT CHRIS	Aug2012-Uniform	General Fund	Police	(1) Duty belt C. Pettis PD	57.00
<b>14194 Total</b>							139.68
14195	8/29/2012	PITNEY BOWES INC	516389	General Fund	Non-Dept	Quarterly postage meter rental 9/16/12 - 12/15/12	165.00
<b>14195 Total</b>							165.00
14196	8/29/2012	PLUTYNSKI MARK A.	005-Aug2012	General Fund	City Council	Videotaping Council Meetings 8/7, 8/15, &8/22/12	1,050.00
14196	8/29/2012	PLUTYNSKI MARK A.	005-Aug2012	Library Fund	Non-Dept	Videotaping Library Meetings 8/2/12	350.00
<b>14196 Total</b>							1,400.00
14197	8/29/2012	PURCHASE POWER	38852315/812	General Fund	Non-Dept	Postage meter refill 7/19/12	1,000.00
14197	8/29/2012	PURCHASE POWER	38852315/812	General Fund	Non-Dept	Postage meter refill tran fee 7/19/12	19.99
14197	8/29/2012	PURCHASE POWER	38852315/812	General Fund	Non-Dept	Postage meter refill 2/8/12	569.31
14197	8/29/2012	PURCHASE POWER	38852315/812	General Fund	Non-Dept	Postage meter refill tran fee 2/8/12	19.99
<b>14197 Total</b>							1,609.29

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of August 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
14198	8/29/2012	RCFFA SMCO MEMORIAL SERVICE	12-RCFFA	General Fund	Police	Funding RCFFA SMCO memorial service PD 9/9/12	200.00
<b>14198 Total</b>							200.00
14199	8/29/2012	SMITH KIM MARIE	006	General Fund	City Council	(2.5) hrs iPad training Council 8/20/12	322.25
<b>14199 Total</b>							322.25
14200	8/29/2012	THE B-PAD GROUP INC	2527	General Fund	Police	B-PAD for police annual maint & support 9/1/12 - 8/31/13	500.00
<b>14200 Total</b>							500.00
14201	8/30/2012	INTUIT	294	General Fund		Refund park deposit Inv#294, 8/24/12	250.00
<b>14201 Total</b>							250.00
<b>Grand Total</b>							364,340.59



# Town of Atherton

## CITY COUNCIL STAFF REPORT

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

**FROM: DEBRA AUKER, INTERIM FINANCE DIRECTOR**

**DATE: FOR THE MEETING OF SEPTEMBER 19, 2012**

**SUBJECT: FINANCIAL REPORT FOR TWO MONTHS ENDED AUGUST 31, 2012**

### RECOMMENDATION

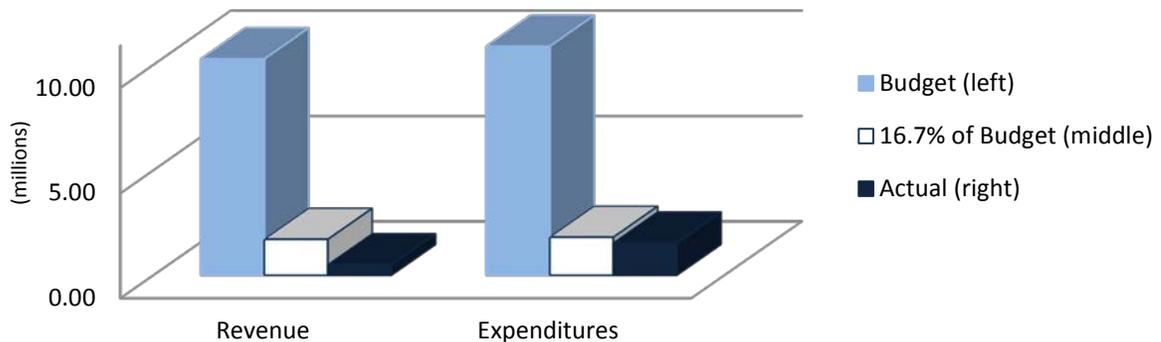
Receive the General Fund Financial Report for the two months ended August 31, 2012.

### DISCUSSION

If revenues and expenditures are assumed to be distributed evenly for the two months ended August 31, 2012, 16.7% of the annual FY 2012-13 Budget (2/12) should be earned or incurred. However, due to the timing and nature of many governmental revenues and expenditures, the actual amounts received and paid may vary. Major variances are explained below.

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

### General Fund



## General Fund Revenues

For the two months ended August 31, 2012, the General Fund reported revenues of \$501,674, which is 4.9% of the annual revenue budget for the FY 2013; and 8.9% less than revenue received by the same time last year.

Total property taxes are 68% of the General Fund revenue budget. For secured property tax, the Town receives 5% in November, 45% in December, 5% in March, 35% in April, 5% in May and 5% in June, therefore there are no receipts of secured property tax for FY 2013. Unsecured property tax is paid to the Town in August or September. We expect approximately \$270,000 in September 2012.

Sales and Use Tax revenue is budgeted at \$115,000. Due to the timing delay we receive sale tax about two months after it is collected, therefore receipts received in July and August are typically accrued to the prior year.

Business license renewals are sent out in June each year and therefore the majority of the revenue is received in August and September. This year receipts to date are about 20% less than last year.

Overall development related fees are 14% of the General Fund revenue budget. Building permit revenue is at 13.3% of the annual budget as of August 2012. Plan checking revenue is at 22.4% of the annual budget as of August 2012.

Total General Fund revenues are about \$49,000 less than the amount received by the same time last year, which can be attributed to the timing delay in business license receipts, and the reduction in revenue related to weddings and social fees.

## General Fund Expenditures

For the two months ended August 31, 2012, the General Fund reported expenditures of \$1,539,055 which is 14.2% of the annual expenditure budget for FY 2013. The departments of City Council, Administration, City Attorney, Finance, Planning, Non-departmental, and Public Works/Parks are all within the target budgets as of August.

The Police Department and Building Department expenditures are slightly higher than the two month average at 17.3% and 17.2%, respectively due to annual memberships and payments that are made in the beginning of each fiscal year.

Non-Departmental expenditures are lower than average due to a delay in the annual liability insurance premium payment of \$172,189 made in September this year.

**FISCAL IMPACT**

There is no fiscal impact associated with accepting this report.

Prepared by:

Approved by:

\_\_\_\_\_  
Debra C. Auker, Interim Finance Director

\_\_\_\_\_  
Theresa DellaSanta, Interim City Manager

Attachment: Financial Report

Town of Atherton														
General Fund														
Financial Report for the Two Months Ended August 31, 2012														
(Excl. Encumbrances)														
Dept	Description	Budget Adopted 2013	Revised Budget FY12/13	2/12 of Budget	Actual July 12 to Aug 12	Accrual	Adjusted Actual July 12 to Aug 12	Variance of 2/12 of Budget	% of 2/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 11 to Aug 11	Incr/(decr) over PY	% Change
			(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	<b>Revenues</b>			16.7%										
	Secured	5,038,000	5,038,000	839,667	-	-	-	839,667	0.0%	5,038,000	0.0%	-	-	
	Unsecured	278,000	278,000	46,333	-	-	-	46,333	0.0%	278,000	0.0%	-	-	
	SB813 Redemption (Supplemental)	70,000	70,000	11,667	2,665	-	2,665	9,001	22.8%	67,335	3.8%	2,325	340	14.6%
	Home Owners Exemption	34,000	34,000	5,667	-	-	-	5,667	0.0%	34,000	0.0%	-	-	
	Property Tax In Lieu of VLF	680,000	680,000	113,333	-	-	-	113,333	0.0%	680,000	0.0%	-	-	
	Motor Veh. Lic Fees (MVLf)	-	-	-	-	-	-	-	-	-	-	3,737	(3,737)	-100.0%
	ERAF Subvention	695,000	695,000	115,833	-	-	-	115,833	0.0%	695,000	0.0%	-	-	
	Local Sales & Use Tax	115,500	115,500	19,250	-	-	-	19,250	0.0%	115,500	0.0%	(7,800)	7,800	-100.0%
	Public Safety Sales Tax (Prop 172)	26,500	26,500	4,417	7,095	-	7,095	(2,678)	160.6%	19,405	26.8%	11,381	(4,286)	-37.7%
	In Lieu Sales Tax/Triple Flip	62,400	62,400	10,400	-	-	-	10,400	0.0%	62,400	0.0%	-	-	
	Franchise Taxes-PG&E	230,000	230,000	38,333	-	-	-	38,333	0.0%	230,000	0.0%	-	-	
	Franchise Tax-Cal Water	104,500	104,500	17,417	-	-	-	17,417	0.0%	104,500	0.0%	-	-	
	Franchise Tax-Garbage	330,000	330,000	55,000	27,282	-	27,282	27,718	49.6%	302,718	8.3%	16,353	10,929	66.8%
	Franchise Taxes-Cable	110,000	110,000	18,333	-	-	-	18,333	0.0%	110,000	0.0%	-	-	
	Document TRSF Tax	255,000	255,000	42,500	17,893	-	17,893	24,607	42.1%	237,107	7.0%	24,528	(6,635)	-27.1%
	Business Licenses	160,000	160,000	26,667	89,975	-	89,975	(63,308)	337.4%	70,025	56.2%	112,550	(22,575)	-20.1%
	Muni/Vehicle Code Fines (Parking)	15,000	15,000	2,500	3,773	-	3,773	(1,273)	150.9%	11,227	25.2%	2,031	1,742	85.8%
	Other Fines & Forfeit (County)	40,000	40,000	6,667	4,120	-	4,120	2,547	61.8%	35,880	10.3%	3,557	563	15.8%
	C & D Deposit Forfeited	-	-	-	-	-	-	-	-	-	-	-	-	
	C/CAG AB 1546	12,535	12,535	2,089	-	-	-	2,089	0.0%	12,535	0.0%	-	-	
	POST Reimbursement	7,500	7,500	1,250	-	-	-	1,250	0.0%	7,500	0.0%	6,506	(6,506)	-100.0%
	SB 90 reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	
	DOJ Grant (vest)	-	-	-	-	-	-	-	-	-	-	-	-	
	DUI Grant	6,000	6,000	1,000	-	-	-	1,000	0.0%	6,000	0.0%	-	-	
	ABAG Grant	12,000	12,000	2,000	5,441	-	5,441	(3,441)	272.1%	6,559	45.3%	3,299	2,142	64.9%
	Grants	-	-	-	-	-	-	-	-	-	-	-	-	
	Other Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-	
	Highway Maint Reimbursement	35,700	35,700	5,950	-	-	-	5,950	0.0%	35,700	0.0%	-	-	
	Home Occupation	800	800	133	-	-	-	133	0.0%	800	0.0%	200	(200)	-100.0%
	Building Permit	903,900	903,900	150,650	119,976	-	119,976	30,674	79.6%	783,924	13.3%	172,002	(52,026)	-30.2%
	Encroachment Permit	168,000	168,000	28,000	24,080	-	24,080	3,920	86.0%	143,920	14.3%	27,177	(3,097)	-11.4%
	Grading & Drain Permit	60,000	60,000	10,000	19,285	-	19,285	(9,285)	192.9%	40,715	32.1%	7,512	11,773	156.7%
	Other Licenses & Permit	400	400	67	167	-	167	(100)	250.5%	233	41.8%	297	(130)	-43.8%
	Elections Processing Fee	-	-	-	-	-	-	-	-	-	-	-	-	
	Document/Research Fee	-	-	-	-	-	-	-	-	-	-	-	-	
	Photocopy Fee	1,025	1,025	171	606	-	606	(435)	354.5%	419	59.1%	329	277	84.1%
	Alarm Sign Fees	600	600	100	30	-	30	70	30.0%	570	5.0%	30	-	0.0%
	Vehicle Release	2,500	2,500	417	265	-	265	152	63.6%	2,235	10.6%	318	(53)	-16.7%
	Police Report	1,000	1,000	167	7	-	7	160	4.1%	993	0.7%	33	(26)	-79.1%
	Fingerprinting Fee	325	325	54	18	-	18	36	33.2%	307	5.5%	212	(194)	-91.5%
	Affidavit of Cost	300	300	50	-	-	-	50	0.0%	300	0.0%	-	-	
	Special Service Fee	3,000	3,000	500	-	-	-	500	0.0%	3,000	0.0%	-	-	
	Solicitor's Fee	100	100	17	-	-	-	17	0.0%	100	0.0%	141	(141)	-100.0%
	Disaster Assistance Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	
	Zoning & Planning Fees	153,000	153,000	25,500	37,074	-	37,074	(11,574)	145.4%	115,926	24.2%	22,108	14,966	67.7%
	Plan Check Fee Building	374,900	374,900	62,483	83,868	-	83,868	(21,385)	134.2%	291,032	22.4%	63,970	19,898	31.1%
	Social Fees	35,000	35,000	5,833	6,375	-	6,375	(542)	109.3%	28,625	18.2%	16,600	(10,225)	-61.6%
	Meeting Fees	30,000	30,000	5,000	3,725	-	3,725	1,275	74.5%	26,275	12.4%	5,100	(1,375)	-27.0%

Town of Atherton														
General Fund														
Financial Report for the Two Months Ended August 31, 2012														
(Excl. Encumbrances)														
Dept	Description	Budget Adopted 2013	Revised Budget FY12/13	2/12 of Budget	Actual July 12 to Aug 12	Accrual	Adjusted Actual July 12 to Aug 12	Variance of 2/12 of Budget	% of 2/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 11 to Aug 11	Incr/(decr) over PY	% Change
			(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
				16.7%										
	Misc. Park Use Fee	1,000	1,000	167	-	-	-	167	0.0%	1,000	0.0%	400	(400)	-100.0%
	Class Fees	10,000	10,000	1,667	12,175	-	12,175	(10,508)	730.5%	(2,175)	121.8%	8,150	4,025	49.4%
	Weddings	-	-	-	-	-	-	-	-	-	-	16,750	(16,750)	-100.0%
	Tree Removal Plan Check	15,000	15,000	2,500	5,068	-	5,068	(2,568)	202.7%	9,932	33.8%	4,054	1,014	25.0%
	Contract Plan Review Services	-	-	-	-	-	-	-	-	-	-	-	-	-
	Interest Income	65,000	65,000	10,833	9,122	-	9,122	1,712	84.2%	55,878	14.0%	5,690	3,432	60.3%
	Cellular Antenna Lease	41,682	41,682	6,947	7,031	-	7,031	(84)	101.2%	34,651	16.9%	6,696	335	5.0%
	Property Rental-Playschool	77,600	77,600	12,933	13,020	-	13,020	(86)	100.7%	64,580	16.8%	13,020	(0)	0.0%
	Sale of Property	-	-	-	13	-	13	(13)	-	(13)	-	392	(380)	-96.8%
	Post Office	7,500	7,500	1,250	409	-	409	841	32.7%	7,091	5.5%	547	(138)	-25.3%
	Donations/Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-
	Miscellaneous Income	5,000	5,000	833	1,118	-	1,118	(284)	134.1%	3,882	22.4%	570	548	96.1%
	Escheated unclaimed property	-	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Total Revenues</b>	<b>10,275,267</b>	<b>10,275,267</b>	<b>1,712,545</b>	<b>501,674</b>	<b>-</b>	<b>501,674</b>	<b>1,210,870</b>	<b>29.3%</b>	<b>9,773,593</b>	<b>4.9%</b>	<b>550,765</b>	<b>(49,091)</b>	<b>-8.9%</b>
	<b>EXPENDITURES</b>													
City Council	Utilities-Water	1,350	1,350	225	901	408	1,309	(1,084)	581.6%	41	96.9%	599	710	118.5%
	Advertising/Noticing	3,650	3,650	608	527	-	527	81	86.6%	3,123	14.4%	-	527	100.0%
	Business Meetings & Meals	1,200	1,200	200	31	-	31	170	15.3%	1,170	2.5%	56	(26)	-45.5%
	Conferences	5,000	5,000	833	-	1,250	1,250	(417)	150.0%	3,750	25.0%	300	950	316.7%
	Training & Workshops	1,000	1,000	167	322	-	322	(156)	193.4%	678	32.2%	-	322	100.0%
	Membership/Dues	7,230	7,230	1,205	2,275	-	2,275	(1,070)	188.8%	4,955	31.5%	2,527	(252)	-10.0%
	Mileage Reimbursement	500	500	83	-	-	-	83	0.0%	500	0.0%	-	-	-
	Environmental Programs (EPC)	5,000	5,000	833	-	-	-	833	0.0%	5,000	0.0%	-	-	-
	Commission & Committee	1,000	1,000	167	-	-	-	167	0.0%	1,000	0.0%	-	-	-
	Other Contract Services	24,000	24,000	4,000	1,750	-	1,750	2,250	43.8%	22,250	7.3%	-	1,750	100.0%
	Office Supplies	1,200	1,200	200	852	43	895	(695)	447.4%	305	74.6%	24	871	3628.0%
	Computer Equipment/Software	-	-	-	-	-	-	-	-	-	-	-	-	-
	Office Equip & Furniture	8,400	8,400	1,400	-	-	-	1,400	0.0%	8,400	0.0%	-	-	-
	City Council Totals:	59,530	59,530	9,922	6,658	1,701	8,358	1,564	84.2%	51,172	14.0%	3,506	4,852	138.4%
Administration (CM,CC,HR)	Salaries & Benefits	535,932	535,932	89,322	54,177	7,578	61,755	27,567	69.1%	474,177	11.5%	34,805	26,950	77.4%
	Professional Services	65,000	65,000	10,833	-	-	-	10,833	0.0%	65,000	0.0%	42,427	(42,427)	-100.0%
	General Operations	160,083	160,083	26,681	7,689	1,360	9,049	17,632	33.9%	151,034	5.7%	6,122	2,927	47.8%
	Supplies & Materials	7,200	7,200	1,200	-	-	-	1,200	0.0%	7,200	0.0%	430	(430)	-100.0%
	Capital Outlay	4,000	4,000	667	-	-	-	667	0.0%	4,000	0.0%	162	(162)	-100.0%
	Administration Totals:	772,215	772,215	128,703	61,866	8,938	70,804	57,899	55.0%	701,412	9.2%	83,946	(13,142)	-15.7%
City Attorney	Professional Services	204,100	204,100	34,017	25,600	-	25,600	8,417	75.3%	178,500	12.5%	20,093	5,507	27.4%
	General Operations	-	-	-	-	-	-	-	0.0%	-	-	-	-	-
	Supplies & Materials	-	-	-	-	-	-	-	0.0%	-	-	-	-	-
	City Attorney Totals:	204,100	204,100	34,017	25,600	-	25,600	8,417	75.3%	178,500	12.5%	20,093	5,507	27.4%
Finance	Salaries & Benefits	475,153	475,153	79,192	28,769	3,117	31,886	47,306	40.3%	443,268	6.7%	65,306	(33,420)	-51.2%
	Professional Services	107,776	107,776	17,963	23,103	3,080	26,183	(8,220)	145.8%	81,593	24.3%	17,395	8,788	50.5%
	General Operations	95,854	95,854	15,976	24,208	1,286	25,494	(9,518)	159.6%	70,360	26.6%	19,759	5,735	29.0%
	Supplies & Materials	3,000	3,000	500	614	-	614	(114)	122.9%	2,386	20.5%	721	(107)	-14.8%

Town of Atherton														
General Fund														
Financial Report for the Two Months Ended August 31, 2012														
(Excl. Encumbrances)														
Dept	Description	Budget Adopted 2013	Revised Budget FY12/13	2/12 of Budget	Actual July 12 to Aug 12	Accrual	Adjusted Actual July 12 to Aug 12	Variance of 2/12 of Budget	% of 2/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 11 to Aug 11	Incr/(decr) over PY	% Change
			(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	Capital Outlay	2,000	2,000	333	-	-	-	333	0.0%	2,000	0.0%	-	-	
	Finance Totals:	683,783	683,783	113,964	76,694	7,483	84,177	29,787	73.9%	599,607	12.3%	103,181	(19,004)	-18.4%
Planning	Contract Planner	200,000	200,000	33,333	-	36,609	36,609	(3,276)	109.8%	163,391	18.3%	39,287	(2,678)	-6.8%
	Contract Arborist Service	30,000	30,000	5,000	2,243	-	2,243	2,758	44.9%	27,758	7.5%	-	2,243	100.0%
	General Operations	3,400	3,400	567	82	55	137	430	24.2%	3,263	4.0%	226	(89)	-39.3%
	Supplies & Materials	2,200	2,200	367	-	-	-	367	0.0%	2,200	0.0%	28	(28)	-100.0%
	Planning Totals:	235,600	235,600	39,267	2,325	36,664	38,989	278	99.3%	196,611	16.5%	39,541	(552)	-1.4%
Building	Salaries & Benefits	153,971	153,971	25,662	28,206	2,695	30,901	(5,239)	120.4%	123,070	20.1%	115,772	(84,871)	-73.3%
	Professional Services	131,285	131,285	21,881	19,055	6,386	25,441	(3,560)	116.3%	105,844	19.4%	103,051	(77,610)	-75.3%
	Contract Arborist Service	100,000	100,000	16,667	7,508	-	7,508	9,159	45.0%	92,493	7.5%	-	7,508	100.0%
	Contract Building & Life Safety Svs	760,300	760,300	126,717	65,867	66,762	132,629	(5,912)	104.7%	627,671	17.4%	-	132,629	100.0%
	General Operations	13,161	13,161	2,194	2,294	-	2,294	(101)	104.6%	10,867	17.4%	2,144	150	7.0%
	Supplies & Materials	2,500	2,500	417	1,082	70	1,152	(736)	276.6%	1,348	46.1%	233	919	394.6%
	Capital Outlay	1,500	1,500	250	-	-	-	250	0.0%	1,500	0.0%	325	(325)	-100.0%
	Transfer to Bldg Const. Facility Fund	80,000	80,000	13,333	13,333	-	13,333	(0)	100.0%	66,667	16.7%	25,559	(12,226)	-47.8%
	Building Totals:	1,242,717	1,242,717	207,119	137,345	75,914	213,259	(6,139)	103.0%	1,029,458	17.2%	247,084	(33,825)	-13.7%
Non Dept.	Salaries & Benefits	2,000	2,000	333	311	-	311	23	93.2%	1,690	15.5%	551	(241)	-43.6%
	Professional Services	50,000	50,000	8,333	-	-	-	8,333	0.0%	50,000	0.0%	11,330	(11,330)	-100.0%
	General Operations	580,725	580,725	96,788	5,845	3,451	9,295	87,492	9.6%	571,430	1.6%	293,150	(283,855)	-96.8%
	Supplies & Materials	35,442	35,442	5,907	1,964	-	1,964	3,943	33.3%	33,478	5.5%	602	1,362	226.3%
	Capital Outlay	97,700	97,700	16,283	-	-	-	16,283	0.0%	97,700	0.0%	-	-	
	Non-Dept. Totals:	765,867	765,867	127,645	8,119	3,451	11,570	116,075	9.1%	754,297	1.5%	305,633	(294,063)	-96.2%
Police	Salaries & Benefits	4,918,378	4,918,378	819,730	727,915	94,070	821,985	(2,256)	100.3%	4,096,392	16.7%	752,935	69,050	9.2%
	Professional Services	59,027	59,027	9,838	22,746	-	22,746	(12,908)	231.2%	36,280	38.5%	37,478	(14,732)	-39.3%
	General Operations	347,657	347,657	57,943	84,181	6,152	90,334	(32,391)	155.9%	257,323	26.0%	90,254	80	0.1%
	Supplies & Materials	126,000	126,000	21,000	7,725	2,125	9,850	11,150	46.9%	116,150	7.8%	6,909	2,941	42.6%
	Capital Outlay	12,000	12,000	2,000	-	-	-	2,000	0.0%	12,000	0.0%	8,542	(8,542)	-100.0%
	Cops Grant	-	-	-	-	-	-	-	0.0%	-	-	-	-	
	Settlement Expense	-	-	-	-	-	-	-	-	-	-	-	-	
	Police Totals:	5,463,061	5,463,061	910,510	842,567	102,348	944,915	(34,405)	103.8%	4,518,146	17.3%	896,118	48,797	5.4%
Public Works & Parks	Salaries & Benefits	345,623	345,623	57,604	49,820	8,506	58,326	(723)	101.3%	287,297	16.9%	203,301	(144,975)	-71.3%
	Professional Services	238,600	238,600	39,767	14,500	14,500	29,000	10,767	72.9%	209,600	12.2%	35,433	(6,433)	-18.2%
	Contract DPW Maintenance Svs	450,340	450,340	75,057	38,361	-	38,361	36,695	51.1%	411,979	8.5%	-	38,361	100.0%
	General Operations	338,870	338,870	56,478	12,722	1,411	14,133	42,345	25.0%	324,737	4.2%	39,308	(25,175)	-64.0%
	Supplies & Materials	21,500	21,500	3,583	887	676	1,563	2,021	43.6%	19,937	7.3%	8,865	(7,302)	-82.4%
	Capital Outlay	54,000	54,000	9,000	-	-	-	9,000	0.0%	54,000	0.0%	-	-	
	Public Works Totals:	1,448,933	1,448,933	241,489	116,290	25,093	141,384	100,105	58.5%	1,307,549	9.8%	286,907	(145,523)	-50.7%
	<b>Total Expenditures</b>	<b>10,875,807</b>	<b>10,875,807</b>	<b>1,812,634</b>	<b>1,277,464</b>	<b>261,591</b>	<b>1,539,055</b>	<b>273,580</b>	<b>84.9%</b>	<b>9,336,752</b>	<b>14.2%</b>	<b>1,986,009</b>	<b>(446,954)</b>	<b>-22.5%</b>
Excess (Deficiency)	<b>of Revenues over Expenditures</b>	<b>(600,540)</b>	<b>(600,540)</b>	<b>(100,090)</b>	<b>(775,789)</b>	<b>(261,591)</b>	<b>(1,037,380)</b>	<b>937,290</b>	<b>1036.4%</b>	<b>436,841</b>	<b>172.7%</b>	<b>(1,435,244)</b>	<b>397,864</b>	<b>-27.7%</b>
	<b>Other Financing Sources/(uses)</b>													
	Transfer from Special Parcel Tax Fund	1,116,000	1,116,000	186,000	186,000	-	186,000	-	100.0%	930,000	16.7%	186,000	-	0.0%
	Transfers from Facil Constr (406)	(4,853)	(4,853)	(809)	(809)	-	(809)	-	100.0%	(4,044)	16.7%	186,000	(186,809)	-100.4%
	Transfer to Road Impact Fee Fund	(70,000)	(70,000)	(11,667)	(11,667)	-	(11,667)	-	100.0%	(58,333)	16.7%	186,000	(197,667)	-106.3%

Town of Atherton

**General Fund**

Financial Report for the Two Months Ended August 31, 2012

(Excl. Encumbrances)

Dept	Description	Budget Adopted 2013	Revised Budget FY12/13	2/12 of Budget	Actual July 12 to Aug 12	Accrual	Adjusted Actual July 12 to Aug 12	Variance of 2/12 of Budget	% of 2/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 11 to Aug 11	Incr/(decr) over PY	% Change
			(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
				16.7%										
	<b>Total Transfer In(Out)</b>	<b>1,041,147</b>	<b>1,041,147</b>	<b>173,525</b>	<b>173,525</b>	<b>-</b>	<b>173,525</b>	<b>-</b>	<b>100.0%</b>	<b>867,623</b>	<b>16.7%</b>	<b>558,000</b>	<b>(384,476)</b>	<b>-68.9%</b>
	<b>Net Change in Fund Balance</b>	<b>440,607</b>	<b>440,607</b>	<b>73,435</b>	<b>(602,265)</b>	<b>(261,591)</b>	<b>(863,856)</b>	<b>937,290</b>	<b>-1176.4%</b>	<b>1,304,463</b>	<b>-196.1%</b>	<b>(877,244)</b>	<b>13,388</b>	<b>-1.5%</b>
	Beg. Fund Balance - general fund	5,629,884	5,629,884				5,629,884					5,261,957		
	Beg. Fund Balance - Bldg Dept. OP Reserve	636,233	636,233				636,233					969,695		
	Proj. Ending Fund Balance	6,706,724	6,706,724				5,402,261					5,354,408		



# 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 SEPTEMBER 19, 2012**

**SUBJECT: ESTABLISH SPEED LIMITS – WALSH ROAD, ALEJANDRA AVENUE,  
FAIR OAKS LANE, JAMES AVENUE**

### 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

### DISCUSSION

Cities and Counties in California are required to follow the California Vehicle Code (CVC) Section 22358(a) to establish speed limits within their jurisdictions. Following the CVC allows local law enforcement to use radar equipment to enforce the speed limit, provided that surveys are conducted every five (5) years. The last survey conducted on these particular streets was in 2007. Recent traffic speed surveys were performed for the following road segments and their prevailing speeds (85<sup>th</sup> percentile) were determined:

<u>Street</u>	<u>85th Percentile Speed</u>
Walsh Road	34 mph
Alejandra Avenue	30 mph
Fair Oaks Lane	32 mph
James Avenue	32 mph

The recommended posted speed limit is the 85<sup>th</sup> percentile speed rounded to the nearest 5 miles per hour

increment. Additionally, the speed limit can be reduced an additional 5 mph if existing site conditions such as residential driveways, limited site distance, or other land use factors are identified as part of the radar speed survey. Accordingly, the following speed limits are recommended for the streets studied:

<b><u>Street</u></b>	<b><u>Recommended Speed Limit</u></b>	<b><u>Existing Speed Limit</u></b>
Walsh Road	30 mph	30 mph
Alejandra Avenue	25 mph	25 mph
Fair Oaks Lane	25 mph	25 mph
James Avenue	25 mph	25 mph

### **FISCAL IMPACT**

No impacts. The recommended speed limits are the same as the existing posted speed limits; therefore, no new signs are required.

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Public Works Director

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Theresa DellaSanta  
Interim City Manager

Attachments: Engineering Speed Surveys  
Resolution

## RESOLUTION \_\_\_\_

### A Resolution of the City Council of the Town of Atherton Establishing the Speed Limit on the Following Roadways:

- Walsh Road 30 mph
- Alejandra Avenue 25 mph
- Fair Oaks Lane 25 mph
- James Avenue 25 mph

The City Council of the Town of Atherton hereby resolves as follows:

#### **SECTION 1: Findings**

On September 18, 2012, the City Council of the Town of Atherton reviewed and considered the engineering and speed studies and related information.

Based upon the review of the Surveys and related information, the City Council finds the prevailing or 85<sup>th</sup> percentile speeds of the vehicles are:

<b>Street</b>	<b>85<sup>th</sup> Percentile Speed</b>
Walsh Road	34 mph
Alejandra Avenue	30 mph
Fair Oaks Lane	32 mph
James Avenue	21 mph

Based on the review of the Surveys, the City Council finds that the most appropriate speed limit to facilitate the orderly movement of traffic that is reasonable and safe for the above-listed streets is as set forth in Section 2.

#### **SECTION 2: Declaration of Speed Limits**

Based on findings set forth in Section 1 above, the City Council hereby declares the following speed limits:

- Walsh Road 30 mph
- Alejandra Avenue 25 mph
- Fair Oaks Lane 25 mph
- James Avenue 25 mph

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 19th day of September, 2012, by the following vote.*

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

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William R. Widmer, MAYOR  
Town of Atherton

ATTEST:

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Theresa DellaSanta, City Clerk

APPROVED AS TO FORM:

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William B. Conners, City Attorney

**Town of Atherton**  
 91 Ashfield Road  
 Atherton, California 94027  
**Engineering Speed Survey**

**SURVEY LOCATION:** Walsh Road

**SURVEY DATE:** 8/21/2012

**LIMITS:** Near Tallwood

VEHICLE SPEED (MPH)	TOTAL VEHICLE	POSTED SPEED LIMIT:
69		
68		
67		
66		
65		
64		
63		
62		
61		
60		
59		
58		
57		
56		
55		
54		
53		
52		
51		
50		
49		
48		
47		
46		
45		
44		
43		
42		
41		
40		
39		
38	2	
37	3	
36	4	
35	7	
34	17	
33	19	
32	18	
31	13	
30	11	
29	7	
28	7	
27	5	
26	6	
25	3	
24	2	
23	2	
22		
21		
20		
19		
18		
17		
<b>TOTAL</b>	<b>126</b>	

30 MPH WEATHER: Clear

85th PERCENTILE	34 MPH	AVERAGE SPEED	32 MPH
10 MPH PACE SPEED	FROM 26 MPH	TO	35 MPH

<u>ROADSIDE CONDITIONS</u>	
<b>PREDOMINANT LAND USE</b>	
SINGLE FAMILY RESIDENTIAL	<input type="checkbox"/>
MULTI-FAMILY RESIDENTIAL	<input type="checkbox"/>
COMMERCIAL	<input type="checkbox"/>
OFFICE	<input type="checkbox"/>
INDUSTRIAL	<input type="checkbox"/>
SCHOOL	<input type="checkbox"/>
PARK	<input type="checkbox"/>
PLACE OF WORSHIP	<input type="checkbox"/>
<b>ON STREET PARKING</b>	
HEAVY	<input type="checkbox"/>
MODERATE	<input type="checkbox"/>
LIGHT	<input type="checkbox"/>
NO PARKING	<input type="checkbox"/>
<b>ROADWAY GEOMETRY</b>	
NUMBER OF LANES:	2 (one in each direction)

AVERAGE DAILY TRAFFIC	COLLISION HISTORY	2009	to	2012
	NUMBER OF COLLISIONS	0		
	COLLISIONS DUE TO SPEEDING	0		

**COMMENTS: Recommendation** - The 85th percentile speed indicates a speed limit of 35 MPH. However, no change in speed limit is recommended given: 1). Driver ability to see vehicles entering from side streets and driveways is obstructed by foliage and blind curves; 2). Pedestrian and bicycle traffic in the roadway and on unpaved shoulders due to lack of sidewalks.

**Recommended Speed Limit: 30 MPH**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Michael Kashiwagi, P. E.

**Town of Atherton**  
 91 Ashfield Road  
 Atherton, California 94027  
**Engineering Speed Survey**

**SURVEY LOCATION:** **Alejandra Avenue**

**SURVEY DATE:** 8/22/2012

**LIMITS:** Between Brittany Meadows and El Camino Real

VEHICLE SPEED (MPH)	TOTAL VEHICLE
69	
68	
67	
66	
65	
64	
63	
62	
61	
60	
59	
58	
57	
56	
55	
54	
53	
52	
51	
50	
49	
48	
47	
46	
45	
44	
43	
42	
41	
40	
39	
38	
37	
36	
35	
34	2
33	4
32	2
31	6
30	12
29	6
28	6
27	8
26	9
25	12
24	10
23	13
22	3
21	3
20	5
19	2
18	2
17	1
<b>TOTAL</b>	<b>106</b>

**POSTED SPEED LIMIT:** 25 MPH **WEATHER:** Clear

<b>85th PERCENTILE</b>	<b>30 MPH</b>	<b>AVERAGE SPEED</b>	<b>26 MPH</b>
<b>10 MPH PACE SPEED</b>	<b>FROM 20 MPH</b>	<b>TO</b>	<b>29 MPH</b>

<b>ROADSIDE CONDITIONS</b>	
<b>PREDOMINANT LAND USE</b>	
SINGLE FAMILY RESIDENTIAL	<input type="checkbox"/>
MULTI-FAMILY RESIDENTIAL	<input type="checkbox"/>
COMMERCIAL	<input type="checkbox"/>
OFFICE	<input type="checkbox"/>
INDUSTRIAL	<input type="checkbox"/>
SCHOOL	<input type="checkbox"/>
PARK	<input type="checkbox"/>
PLACE OF WORSHIP	<input type="checkbox"/>
<b>ON STREET PARKING</b>	
HEAVY	<input type="checkbox"/>
MODERATE	<input type="checkbox"/>
LIGHT	<input type="checkbox"/>
NO PARKING	<input type="checkbox"/>
<b>ROADWAY GEOMETRY</b>	
NUMBER OF LANES:	2 (one in each direction)

<b>AVERAGE DAILY TRAFFIC</b>	<b>COLLISION HISTORY</b>		
	2009	to	2012
	NUMBER OF COLLISIONS	2009 (3)	2012 (3)
	COLLISIONS DUE TO SPEEDING	1 Due to Unsafe Speed	

**COMMENTS: Recommendation** - The 85th percentile speed indicates a speed limit of 30 MPH. However, no change in speed limit is recommended given: 1). The existence of driveways serving Menlo College residential and sports facilities, which function like commercial driveways serving substantial traffic volumes; 2). Pedestrians crossing the roadway that has two marked crosswalks that are not readily apparent to motorists; and 3). Pedestrians using the roadway and unpaved shoulders because there are no sidewalks.

**Recommended Speed Limit: 25 MPH**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Michael Kashiwagi, P. E.

**Town of Atherton**  
 91 Ashfield Road  
 Atherton, California 94027  
**Engineering Speed Survey**

**SURVEY LOCATION:** Fair Oaks Lane

**SURVEY DATE:** 8/21/2012

**LIMITS:** Between Virginia and McCormick

VEHICLE SPEED (MPH)	TOTAL VEHICLE
69	
68	
67	
66	
65	
64	
63	
62	
61	
60	
59	
58	
57	
56	
55	
54	
53	
52	
51	
50	
49	
48	
47	
46	
45	
44	
43	
42	
41	1
40	
39	1
38	
37	1
36	3
35	1
34	3
33	6
32	8
31	18
30	21
29	22
28	28
27	13
26	7
25	9
24	6
23	2
22	2
21	
20	
19	1
<b>TOTAL</b>	<b>153</b>

**POSTED SPEED LIMIT:** 25 MPH **WEATHER:** Clear and Dry

<b>85th PERCENTILE</b>	<b>32 MPH</b>	<b>AVERAGE SPEED</b>	<b>29 MPH</b>
<b>10 MPH PACE SPEED</b>	<b>FROM 24 MPH</b>	<b>TO</b>	<b>33 MPH</b>

<u>ROADSIDE CONDITIONS</u>	
<b>PREDOMINANT LAND USE</b>	
SINGLE FAMILY RESIDENTIAL	<input type="checkbox"/>
MULTI-FAMILY RESIDENTIAL	<input type="checkbox"/>
COMMERCIAL	<input type="checkbox"/>
OFFICE	<input type="checkbox"/>
INDUSTRIAL	<input type="checkbox"/>
SCHOOL	<input type="checkbox"/>
PARK	<input type="checkbox"/>
PLACE OF WORSHIP	<input type="checkbox"/>
<b>ON STREET PARKING</b>	
HEAVY	<input type="checkbox"/>
MODERATE	<input type="checkbox"/>
LIGHT	<input type="checkbox"/>
NO PARKING	<input type="checkbox"/>
<b>ROADWAY GEOMETRY</b>	
	Curvy Roadway; No Sidewalk
NUMBER OF LANES:	2 (one in each direction)

<b>AVERAGE DAILY TRAFFIC</b>	<b>COLLISION HISTORY</b>		
	2009	to	2012
	NUMBER OF COLLISIONS	2009 (5)	2010 (5)
	COLLISIONS DUE TO SPEEDING	2 Due to Unsafe Speed	

**COMMENTS: Recommendation** - The 85th percentile speed indicates a speed limit of 30 MPH. However, no change in speed limit is recommended given: 1). Driver ability to see vehicles entering from side streets and driveways is obstructed by foliage and blind curves; 2). Pedestrian traffic in the roadway due to lack of sidewalks.

**Recommended Speed Limit: 25 MPH**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Michael Kashiwagi, P. E.



# Town of Atherton

## CITY COUNCIL STAFF REPORT

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

**FROM: EDWIN F. FLINT, CHIEF OF POLICE**

**DATE: FOR THE MEETING OF SEPTEMBER 19, 2012**

**SUBJECT: AUCTION AGREEMENT WITH FIRST CAPITOL  
AUCTION, INC, AND AUCTION OF SURPLUS TOWN  
VEHICLES.**

### RECOMMENDATION:

Staff recommends 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.

### INTRODUCTION:

The Town has vehicles that are not being used, or that have reached the end of their service life. It is in the Town’s best interest to have a vendor come and pick up these vehicles and sell them at auction. The vendor charges for transportation of the vehicles and takes a percentage of the proceeds for their services.

#### Description

#### Status

05 Ford Crown Vic (2FAFP71W75X105165)	End of service life (Corp Yard)
07Ford Crown Vic (2FAFP71W77X115472)	End of service life (Corp Yard)
Ford Crown Victoria (2FAFP71W35X166349)	End of service life (Corp Yard)
98 Geo Metro (1Y1SM5571PZ99004)	Low use/very old
01 Ford Ranger (1FTYR14U51TA03309)	Non use/contractor has own vehicles
94 Ford Truck (1FTHF25H1RLA59002)	Non use/contractor has own vehicles

99 Ford Dump Truck (1FDXF46SSXEC90202)      Non use/contractor has own vehicles  
86 GMC Dump Truck (16DJ6D1B0GV507807)      Non use/contractor has own vehicles

**ANALYSIS:**

Three of the above listed vehicles are being stored at the Redwood City Corp Yard and they request we either sell them at auction or pay to have them towed back to our premises. Those vehicles are Ford Crown Victoria's that are high mileage police vehicles and have reached the end of their service life. These vehicles have been stripped of their emergency equipment (light bars, sirens, electrical cables and wires) and are ready for auction. The Geo Metro was donated to the Town more than a decade ago, and began as a police undercover detective car before transitioning to a pool car, where it was used occasionally by various Town employees from the Building Department. In recent years, the Geo has gotten little to no use, as it sits in the back parking lot, parked for months at a time. All four of the trucks are rarely used, as MCE has their own vehicles.

The Town of Atherton has an agreement with First Capitol Auctions of Vallejo, CA, for disposal of the Town's out of service equipment (see attachment A). The Redwood City Corp Yard, which services all Town vehicles, shares the same agreement with First Capitol. First Capital Auctioneers management agreed to provide staff with a contract that mirrors Redwood City's agreement, which has been approved by the Town Attorney, William Connors. The contract is valid for three years, with an option for a one year extension.

Redwood City's agreement for commissions and transportation is as follows:

**COMMISSION AND EXPENSES.**

A. Commission (Selling Fees)

1. Motor Vehicles and Off Road Vehicles	7.5%
2. Miscellaneous Property (Non-motor or Off Road Vehicles)	20%
3. Non running vehicles	7.5%
4. State of California Vehicle Safety Inspection	No Charge
5. Smog Service	No Charge

B. Transportation Charges and Other Services

1. Standard Towing: Non-Op Units.	See low bed
2. Standard Towing: Running Vehicles (6-8 Vehicles)	\$85.00/Veh
3. Low Bed Trailer Service	\$85.00/Hr
4. Surplus Personal Property (Miscellaneous)	\$85.00/Hr
5. Auto Wash	No Charge

- |  |             |
|--|-------------|
| 6. Minor De-Identification of County and City Unites | \$50.00/Veh |
| 7. Exempt Plates: Processing "E" Plates              | No Charge   |
| 8. Storage Fees                                      | No Charge   |

In the event First Capitol Auction is unable to sell the vehicles, we will sell the vehicles to a salvage yard for any amount they are willing to pay.

Once sold, the vehicles will be itemized and removed from the towns list of fixed assets and the funds will be placed in the equipment replacement fund.

**FISCAL IMPACT:**

Seven of the eight vehicles are operable. Per the contract language, the price for towing running vehicles is \$85.00 per vehicle, while the price for towing non-operative vehicles is \$85 per hour. The estimated time of travel from the Redwood City Corpyard to Vallejo is approximately 1.5 hours. The approximate cost, based upon the estimated travel time is \$722.50, which will be paid under vehicle/equipment funds from the streets and park departments. There will also be undetermined monies returned to the town for the full price of the auctioned vehicles minus 7.5% commission.

Prepared By:

Approved:

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Edwin F. Flint  
Chief of Police

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Theresa DellaSanta  
Interim City Manager

Attachments: Agreement with First Capital and Redwood City

AUCTION AGREEMENT

For

TOWN OF ATHERTON

91 ASHFIELD ROAD

ATHERTON, CA. 94027

ATTN: STEVE TYLER

Submitted by:

FIRST CAPITOL AUCTION INC.

50 SOLANO AVENUE

VALLEJO, CA 94590

PHONE: (707) 552-0739

FAX: (707) 552-8613

EMAIL: auction cap@aol.com

DATE: August 9, 2012

## AUCTION AGREEMENT

FIRST CAPITOL AUCTION INC., now hereinafter referred to as ("Auctioneer") and the undersigned ("Seller") agree as follows:

1. AGENCY. Seller hereby appoints Auctioneer as its agent to conduct a Public Auction of personal property described below. Auctioneer shall be an independent contractor. Seller authorizes and confers upon Auctioneer the power to take all actions on its behalf necessary to complete the auction. Such as accepting cash or checks on behalf of Seller in payment for property sold, signing on behalf of Seller as the registered and/or legal owner of any motor vehicles sold to effect a transfer, and satisfying or compromising secured parties who hold or assert a lien on any Property sold at auction. Seller hereby agrees to sell the Property to the highest bidder, with no minimums, reservations, buy-backs or persons bidding for Seller. Absolutely under no circumstances whatsoever shall the Auctioneer or the staff assert a bid on behalf of an owner or consignor of equipment to this auction.
2. AUCTIONS AND PROPERTY. First Capitol Auction Inc conducts public auction about six to eight times a year at 50 Solano Avenue, City of Vallejo, State of California. None of the property may be sold before the auction without the written consent of both parties, in which case the sales proceeds shall be treated as part of the gross proceeds of the auction. All of the Property shall be at the auction at least one week prior to the auction and in the event of a failure of Seller to deliver said Property, or if Seller shall breach this contract, Seller agrees to pay the other costs as provided below and said commission based on market value of said property. First Capitol Auction, Inc. is a fully licensed auto dealer and is bonded with the State of California. Vehicles will not be offered at auction unless the Certificates of Ownership and all other documents necessary to affect a transfer of title for Motor Vehicles, Trailers and Towable Property are submitted to Auctioneer at least five (5) business days prior to the sale. All property submitted for auction shall be free and clear of any toxic waste and/or environmental hazards. If these are not environmentally safe, these items may incur additional fees or disposal costs.
3. First Capitol Auction Inc is in compliance with all State of California environmental requirements as well as in compliance with all current California Air Resource Board (CARB) requirements. For all CARB sales, you as the legal owner, must complete the "VIN Stop Request" form and submit it to CARB. The two (2) page "Out of State Sales Verification" forms should to be submitted to us upon delivery of the vehicle with "Selling Party's Information, Vehicle Information and Engine Information" filled out. We in turn complete the "Purchaser Information" at the time of the sale notifying the buyer the item(s)

4. SECURITY INTEREST. Seller hereby gives Auctioneer a security interest in the Property and Equipment listed herein and now owned and hereinafter acquired by Seller (including insurance) and in the sales proceeds, in order to secure any and all advances which may be made to or on behalf of the Seller by Auctioneer and to secure any and all other obligations that the Seller may owe Auctioneer arising out of or in connection with this Agreement, the Property, and or any other agreement, transaction, or Property involving Seller and Auctioneer. Auctioneer shall have all the rights of a secured creditor under the Uniform Commercial code and Seller agrees to execute a financing statement enabling Auctioneer to perfect this security interest as a first lien on the Property listed herein.

5. REPRESENTATION AND INDEMNITY BY SELLER. Seller represents and warrants that title to the Property is and will be at the time of the auction, free and clear of any and all liens, security interests, encumbrances, rights and claims other than those of Auctioneer pursuant to this Agreement, Seller further represents and warrants that Seller has used no other business name or address other than the names and addresses specified in this Agreement.

Auctioneer hereby indemnifies, defends and holds Seller harmless from and against any and all losses, costs, expenses, demands, claim, causes of action and liabilities (including without limitation, reasonable attorney's fees) (collectively "losses and liabilities") related directly or indirectly to, arising out of, or in connection with the performance of services by Auctioneer under this Agreement, caused in whole or in part by the willful misconduct or any negligent act or omission of the Auctioneer, any subcontractor, anyone directly or indirectly employed by any of tem or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of Seller.

Seller hereby indemnifies, defends and holds Auctioneer harmless from and against any and all losses, costs, expenses, demands, claims, causes of action, and liabilities (including without limitation, reasonable attorney's fees) (collectively "losses and liabilities") arising out of the Seller's execution of its obligations under this Agreement, caused by Seller's active negligence, sole negligence, or willful misconduct.

First Capitol Auction, Inc. and its consignors will indemnify and hold harmless Selling agency, its boards, commissions, officers and employees in performance of services here under. First Capitol Auction, Inc. will provide comprehensive general liability insurance not less then \$1,000,000.

## 6. GENERAL PROVISIONS

1. Within fifteen (15) banking days after the auction date, Auctioneer shall present a full accounting of the sales proceeds and expenses, and shall, if requested, document the accounting by invoices and/or vouchers. With such accounting, Auctioneer shall present Seller with a check for all monies due from such action unless delayed by legal proceedings or inability of Auctioneer, through no fault of its own, to transfer title or to comply with the Uniform Commercial code or other laws. Auctioneer reserves the right to eliminate from settlement any property for which payment has not been made and Seller agrees to accept responsibility for reclaiming same wherever located. Auction may at their own discretion charge a 10% buyer's premium.

cannot be registered or operated in the State of California without being retrofitted to meet CARB requirements. The Auctioneer will submit the form back to the Seller for their records with payment.

#### 4. COMMISSION AND EXPENSES.

##### A. Commission (Selling Fees)

1. Motor Vehicles and Off Road Vehicles	7.5%
2. Miscellaneous Property (Non-motor or Off Road Vehicles)	20%
3. Non running vehicles	7.5%
4. State of California Vehicle Safety Inspection	No Charge
5. Smog Service	No Charge

##### B. Transportation Charges an Other Services

1. Standard Towing: Non-Op Units.	See low bed
2. Standard Towing: Running Vehicles (6-8 Vehicles)	\$85.00/Veh
3. Low Bed Trailer Service	\$85.00/Hr
4. Surplus Personal Property (Miscellaneous)	\$85.00/Hr
5. Auto Wash	No Charge
6. Minor De-Identification of County and City Units	\$50.00/Veh
7. Exempt Plates: Processing "E" Plates	No Charge
8. Storage Fees	No Charge

##### C. Additional Services Provided to the Public

1. Free Color Sales Brochure
2. Free Permanent Bidder Program (encouraging return bidders)
3. Free Auction Sale Catalog (this is an important selling aid for the buyer)
4. Three (3) way to bid at First Capitol Auction Inc.; live, absentee or online bidding
5. First Capitol Auction Inc does not allow or sell any special privileges such as pay to cut in line. We feel this practice is discriminatory.
6. Free hospitality barbeque at all heavy equipment sales to encourage bidder registration and inspection.

2. In the event a dispute arises out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees from the other party.
3. The duration of this contract shall be for a minimum of three (3) years with the option of a one (1) year extension.

First Capitol Auction Inc  
50 Solano Avenue  
Vallejo, Ca 94590

Town of Atherton  
91 Ashfield Road  
Atherton, Ca. 94027

By: Janet Barringer

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

Print: Janet Barringer

Print: \_\_\_\_\_

Title: Office manager

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

Date: 8/9/12

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



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

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

**FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF SEPTEMBER 19, 2012**

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

#### **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.

#### **INTRODUCTION:**

A contribution of two life sized sculptures has been offered by Susan Blake of Hillsborough in memory of her late husband, Dr. Bertram Rowland. Dr. Rowland helped found numerous biotech companies. He was a well-known patent attorney, and an avid art collector. The two pieces being offered are life-size sculptures including a metal and stone horse ("Prometea") by Bryon Tedrick and a bronze woman with guitar ("la Guitarra") by Felipe Castaneda. The pieces are exceptional examples of Dr. Rowland's collection and are well suited to outdoor settings such as Holbrook Palmer Park.

The only stipulation is that the recipient be responsible for moving the sculptures. The Atherton Arts Committee would sponsor the moving and installing the pieces of sculpture for an amount of approximately \$8,000.00.

All members of the AAC have viewed the pieces and the Committee has voted unanimously to propose that they be acquired for display in the Park. This opportunity has been presented to the Park and Recreation Commission which has also given its unanimous support of the proposal. The attached documents include biographies of the artists, photos of each sculpture, and suggestions for possible sites in the Park. The Park

and Recreation Commission will wish to consider these as well as other possible sites if the sculptures are acquired.

The AAC recommends that the Atherton Town Council accept these donations and approve expenditures of funds necessary for moving the sculptures. The council should be mindful that there are several other communities that have indicated that they are interested in these works. Ms. Blake has agreed to forestall acting on their requests pending a decision by Atherton but only until Sept. 20, 2012.

**ANALYSIS:**

There are adequate funds in the Atherton Arts Committee budget for relocating the sculptures but the funds must be shifted from currently approved activities.

The Park & recreation Commission requested a risk management review of having the statues in the Park. The Commission was worried about children climbing on the statues and hurting themselves. Staff consulted with its insurance carrier, ABAG.

ABAG indicated that by accepting the statues, the Town would have moderate exposure that relate to Liability (injury from falling from sculpture, toppling of sculpture, etc) as well as Property damage (vandalism or other perils). The Town is insured for vandalism.

To reduce exposure from climbing on the structures, signage would be in order. Signage should be placed in clear and conspicuous locations adjacent each structure and at the entry point to the park area, if feasible. It appears that there are multiple access points to the park so at minimum; signage should be put up near each structure.

Since there is significant value to these artifacts, upon Council approval, staff will add each statue to their property schedule with ABAG and a value will be assigned to each. This will ensure that there are no questions related to the valuation of the artifacts should a covered loss occur.

**FISCAL IMPACT:**

Approximately \$8000 in funds will be required to move these pieces from Hillsborough to Atherton. This funding is available from the Rita Corbett Evans fund and may be allocated for this public art project with Councils approval.

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Public Works Director

---

Theresa DellaSanta  
City Manager

Attachments:  
Pictures of statues

## SCULPTURE OFFERED TO THE TOWN OF ATHERTON

**Horse.** Life size. Steel scrap and stone

BRYAN TEDRICK, Glen Ellen, CA

**Born :** 1955, Oakland, CA

**Education:** 1985 B.F.A. in Sculpture, San Francisco Art Institute

**Sculptures:** Metal, wood, stone and found objects. Site specific, custom designs. Architectural scale.

**Public art:** Cloverdale, CA.; Sacramento, Convention Center; Reno, NV, Somerset Park East. and City Plaza; Santa Rosa, CA, Wells Fargo Center for the Arts; San Rafael, CA.; Healdsburg, CA., Healdsburg Sculpture Walk.

### **Awards:**

- 2005 California State Fair - Jurors' Award: First Place Sculpture
- 2003 City of Santa Clara - Indoor Sculpture Exhibition Jurors Award for "Magic Portal"
- 2003 "Sculpting Transformation" Cloverdale Plaza Invitational Exhibit - First Place
- 2001 Marin County Fair Fine Arts Competition - Second Place - Sculpture
- 2001 Napa Valley Mustard Festival - First Place - Sculpture
- 2000 Salute to the Arts - First Place - Sculpture
- 2000 Sculpture - First Place - Professional Sculpture
- 2000 Napa Valley Mustard Festival - First Place - Sculpture
- 1999 Award of Excellence - California State Fair - Sculpture
- 1999 Napa Valley Mustard Festival - First Place - Sculpture
- 1997 Bodega Bay Art and Wine Festival - Recycled Art - Second Place
- 1997 Sonoma Salute to the Arts - Juror's Award (Rene Di Rosa) - First Place--Sculpture
- 1996 California State Fair - Juror's Award - First Place - Sculpture
- 1996 Marin Society of Artists, Open Sculpture and Craft Exhibition, Best of Show
- 1994 California Discovery Awards Art Competition, Gold Award
- 1994 Sculptural Exhibit of Garden Gates, Biltmore Fashion Park, Phoenix, First Prize
- 1994 Vacaville Art Show, Vacaville, CA Second Place
- 1993 Sebastopol Center for the Arts, Juror's Award, Sculpture and Crafts Show (Robert Hudson)
- 1993 Gallery Concord Annual Open Sculpture Category Award

- 1993 Professional "Junk" Art, Recycle Town Sculpture Party, Cotati, First Prize
- 1993 Auburn Arts 42, People's Choice Award
- 1992 Marin Society of Artists Annual Open Sculpture & Craft Exhibition Awards - First Prize
- 1991 Marin Society of Artists Annual Open Sculpture & Craft Exhibition Awards (2)
- 1991 Roseville Arts Center 16th Annual Open Show Award
- 1985 Harold E. Weiner Memorial Prize, Sculpture Award, San Francisco Art Institute

•

### **Selected Exhibitions**

- 2011 Burning Man Honorarium Grant for "Orgasm" shown at Black Rock City, Nevada
- 2010 Burning Man Honorarium Grant for "Minaret" shown at Black Rock City, Nevada
- 2009 40 Acres Art Gallery – Sacramento, CA. Showing of "Spread Eagle"
- 2009 Maker's Faire - San Mateo, CA. Showing of "Spread Eagle"
- 2009 Decompression - Burning Man event in San Francisco – Showing of "Spread Eagle"
- 2008 Burning Man Honorarium, Grant Recipient for Spread Eagle - shown at Black Rock City, Nevada
- 2008 Encore Group Show at Paradise Ridge Winery, Santa Rosa, CA
- 2007 Burningman - Installation of "Damsel Fly" - An Interactive Kinetic Sculpture
- 2007 "Prelude" A group show anticipating the opening of Sonoma State University's Green Music Center - Paradise Ridge Winery, Santa Rosa
- 2006 Keller Estate Winery - Group show supporting the Petaluma Arts Council
- 2006 "The Sculpture Park at Redding City Hall" Grand Opening Sculpture on Loan Competition
- 2005 Annual Ruth Bancroft Garden Show - Featured Artist, Walnut Creek, CA
- 2004 "Dublin Does Fine Art" A group show of artists who have work in the City's collection, Dublin, CA
- 2004 "Dwelling" Architecturally based sculpture at the New Leaf Gallery, Berkeley, CA
- 2003 Sculpture San Mateo - Sculpture on Loan Competition
- 2002 Sonoma Valley Museum of Art: 3 Artists / 3 Media / 3 Visions

**Woman with guitar.** Life size bronze

FELIPE CASTANEDA

**Born:** December 16, 1933, Michoacan, Mexico

**Education:** Escuela de Bellas Artes La Esmeralda

**Sculptures:** Focus on the female form. in marble, onyx, and bronze.

**Public Art:** Palm Springs, CA; Los Angeles County Museum of Art;  
Museum of Art History, Ciudad Juarez, Mexico.

**Honors:**

1980 UNICEF

1996 Israel

1998 Rome, International Academy of Modern Art.

**Exhibitions:**

- 2002 "Images of Latin America," with Vladimir Cora, Rufino Tamayo, Francisco Zuniga, and Francisco Ruiz, Eleonore Austerer Gallery, San Francisco, CA
- 2002 "Mexican Masters," with Rufino Tamayo, Austerer♦Crider Gallery, Palm Springs, CA
- 2001 "Portraits and Figure Survey" A Group Show with Joseph Solman, Frances Genoves, Catherine
- 2001 Woskow, Maria Korusiewicz, Cheryl Barnett, and Jean-Jacque Blot, Eleonore Austerer Gallery, San Francisco, CA
- 2000 Anderson Art Gallery, Sunset Beach, CA (solo)
- 2000 "New Gallery Artist Exhibition," Eleonore Austerer Gallery, San Francisco, CA (solo)
- 1999 Alvarez Gallery, Laguna Beach, CA (solo)
- 1999 Whitney Gallery, Laguna Beach, CA (solo)
- 1999 Expo Feria 99, Morelia, Michoacan, Mexico
- 1999 Los Castanedas, Galeria Lourdes Chumacero
- 1999 Galeria Espacio, San Salvador, El Salvador
- 1998 Muestra Internacional de Escultura, Zacatecas, Mexico
- 1998 Expo Feria 98, Morelia, Michoacan, Mexico
- 1998 Mexican Cultural Institute, Los Angeles, CA (solo)
- 1997 Museo se la Isla de Cosumel, Mexico (solo)
- 1997 Galeria Lourdes, Chumacero, Mexico (solo)
- 1996 Instituto Cultural Mexicano Israel- IberioAmerica, Mexico (solo)
- 1995 Le Kae Galleries, Scottsdale, AZ (solo)
- 1994 B.Lewin Galleries, Palm Spring, CA (solo)







**Item No. 14**

**DATE: FOR THE CITY COUNCIL MEETING OF SEPTEMBER 19, 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) – RESOLUTION SETTING DATE OF PROTEST  
HEARING**

**RECOMMENDATION:**

Planning Staff recommends that the City Council adopt the attached resolution entitled “A 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”. The proposed hearing date is October 17, 2012.

**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 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 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”.

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Neal J. Martin, Town Planner

**Attachments:**

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

**RESOLUTION NO. 12-\_\_\_\_**

**A 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**

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; and

WHEREAS, 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, thereby satisfying the LAFCo condition; and

WHEREAS, in order to complete the LAFCo approved annexation to the Town of Atherton, it is necessary for the Atherton City Council and Governing Board of the Atherton Channel Drainage District to hold a hearing to allow any person interested in the proposed annexation to object to the inclusion in the district of THE PARCEL.

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 time and place for the hearing of objections by any person interested in the proposed annexation, to the inclusion in the district of the lands described in Exhibit A shall be:

**Atherton City Council Regular Meeting  
October 17, 2012  
7:00 p.m.  
Atherton City Council Chambers  
94 Ashfield Road  
Atherton, CA 94027**

5. 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.

\* \* \* \* \*

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

Ayes:  
Noes:  
Absent:

TOWN OF ATHERTON

---

ATTEST:

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Theresa DellaSanta, City Clerk/Interim City Manager

APPROVED AS TO FORM:

---

William B. Connors, City Attorney

**Exhibit A**  
**Legal Description**

December 9, 2011

**PROPOSED ANNEXATION OF THE LANDS ON SONMEZ  
COUNTY OF SAN MATEO  
TO THE TOWN OF ATHERTON AND  
ATHERTON CHANNEL DRAINAGE DISTRICT  
BEING A PORTION OF THE PULGAS RANCHO, UNINCORPORATED  
70 CAMINO POR LOS ARBOLES  
A.P.N. 070-302-300**

All that certain real property situate in the County of San Mateo, State of California, being a portion of Lot 20 as shown on that map entitled, "Map of Linda Vista Tract, San Mateo County, Cal., filed April 6, 1905 in Book "D" of Maps at Page 26, also being all of Parcel 2 of the lands conveyed by Murat Kutsi Sonmez and Zeynep Sonmez to Sonmez Revocable Trust U/A/D April 4, 2001, by Deed recorded October 12, 2001 in Document # 2001-161712 of Official Records of said County; more particularly described as follows:

BEGINNING at the northerly corner of said Parcel 2; and also being a corner of the existing City Limits Line of the Town of Atherton as established by Ordinance Number 172 adopted November 29,1949;

**Course 1.** THENCE southeasterly along the northeasterly line of said Parcel 2 and said City Limits Line South  $56^{\circ}42'11''$  East, 74.55 feet to the easterly corner of said Parcel 2;

**Course 2.** THENCE southwesterly along the southeasterly line of said Parcel 2 and leaving said City Limits Line South  $33^{\circ}19'00''$  West, 70.00 feet to the southerly corner of said Parcel 2;

**Course 3.** THENCE northwesterly along the southwesterly line of said Parcel 2 North  $56^{\circ}41'00''$  West, 78.22 feet to the westerly corner of said Parcel 2 and a point on the existing City Limits Line of the Town of Atherton as established by Ordinance Number 172 adopted November 29,1949;

**Course 4.** THENCE northeasterly along the northwesterly line of said Parcel 2 and said City Limits Line North  $36^{\circ}19'02''$  East, 70.07 to the Point of Beginning.

Containing 0.123 acres, more or less.

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 style with a large, prominent initial "M".

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.

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## 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 SEPTEMBER 19, 2012**

**SUBJECT: APPROVAL OF APPOINTMENTS TO THE AUDIT/FINANCE COMMITTEE, PARK & RECREATION COMMISSION, PLANNING COMMISSION AND RAIL COMMITTEE**

#### **RECOMMENDATION:**

Select and approve appointments.

#### **INFORMATION:**

City Council will need to choose from the applications received for the 2012 recruitment of Committees and Commissions to fill the additional vacancies which were created either by expansion, tie vote, or resignations since the August 9<sup>th</sup> meeting.

Each Council member has been given a form for voting. These forms are public record. Each Council Member will be required to make their vote by ranking the candidates in order of preference. Further detail is provided below.

#### **BACKGROUND:**

##### **Audit/Finance Committee:**

On August 9<sup>th</sup> City Council held a special meeting to approve appointments to Committees and Commissions. Resident Jim Massey was appointed to the vacancy on the Audit/Finance committee. At that meeting, Council discussed possible expansion of the Audit/Finance Committee to allow additional, qualified residents to sit on the committee.

City Council approved revisions to Resolution 12-16 at their regular August meeting to expand the Audit/Finance Committee to allow for two (2) additional residents to sit on the committee.

The following applications were received for the Audit/Finance Committee (applications attached):

Michael Lempres  
Robert Roeser  
Bob Polito  
Diane Sandhu

For informational purposes, it should be noted that Michael Lempres was appointed to the Transportation Committee, and Robert Roeser was appointed to the Park & Recreation Commission at the August 9<sup>th</sup> meeting.

Rank Choice (vote for 2, **only**):

1 – 2 points  
2 – 1 point

**Park & Recreation Commission:**

At the August 9<sup>th</sup> meeting Council was split on how to fill the third vacancy. Therefore, the Park & Recreation Commission has one (1) vacancy. Since the August 9 meeting, staff conducted research on the by-laws of the Commission. The by-laws of the Park and Recreation Commission require that a representative from the Atherton Dames and from the Holbrook-Palmer Park Foundation sit on the Park & Recreation Commission. Each organization is required to make a recommendation on the appointment of a representative to City Council. Below is the language in Atherton's approved Resolution 12-16.

*“The Park and Recreation Commission consists of seven (7) appointed members. One member shall be a representative of the Holbrook-Palmer Park Foundation. One member shall be a representative of the Atherton Dames.”*

After detailed research of our past appointments coupled with several resignations and term limits, staff has figured out that, of the 6 current appointed Park & Recreation members, none of them are appointed representatives from the Atherton Dames organization. Mr. Merrill was appointed by Council, at their April 18, 2012 meeting as the Holbrook Palmer Park Foundation representative.

It is for this reason that staff recommends Council appoint one member from the Atherton Dames organization.

I received an email from Atherton Dames Co-President Inna Beardsley who indicated that the Dames support the appointments of applicant Christina Isenberg. Ms. Isenberg's application is attached.

**Planning Commission:**

At the August 9<sup>th</sup> Council meeting, William Grindley and Mary Widmer were appointed to fill the two vacancies on the Planning Commission. Subsequently, Mr. Grindley unexpectedly resigned from the Planning Commission, citing personal reasons.

The following applications were received for Planning Commission:

- \*John Siambis
- Clay Del Secco
- Russell Moore
- Diane Sandhu
- \*Michael Lempres
- Jeffrey Wise
- \*Denise Kupperman
- \*Robert Roeser
- Eric Lane
- \*Swati Advani

For informational purposes, an asterisk is placed next to the name of applicants who were either appointed to other committees at the August 9<sup>th</sup> meeting or who already sit on Atherton committees.

**Vote for one person.** Please submit your top pick, only. An applicant will need at least 3 votes to get appointed. If there are not at least three votes for an applicant, another round of voting will be conducted. Council is welcome to submit their picks to me at the beginning of the meeting, if preferred.

**Rail Committee:**

At the August 9<sup>th</sup> Council meeting, William Grindley was re-appointed to fill the vacancy on the Rail Committee. Subsequently, Mr. Grindley unexpectedly resigned from the Committee, citing personal reasons.

Applications received for Rail Committee:

- Diane Sandhu
- \*Michael Lempres

# TOWN OF ATHERTON

## APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

Name: Michael Lempres

Address: [REDACTED] Atherton, CA 94027

Home Telephone: (650) [REDACTED] Date: 06/14/12

Work Telephone: (650) [REDACTED]

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

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

- (X) Planning Commission ( ) Park and Recreation Commission  
( ) General Plan Committee ( ) Arts Committee  
(X) Other: Finance, Transportation, Rail Committees

### TO THE APPLICANT:

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

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

The main reason I'm seeking an appointment to a commission is to contribute to the Town. My family and I love living here and believe it is a special place. I want to do something to help maintain its special character as change inevitably comes. I am not applying for only one Committee because I'd like to be of service in whatever way I can contribute most. In the past I have been involved on committees in the community where I grew up (Piedmont, CA) and have been active in the condominium association where our second home is located (Sun Valley, ID). I enjoy feeling as though I have made a difference and believe it is important for my four year old to learn that contributing to your community is an important part of citizenship.

My skills and experience generally derive from my role in the public and private sectors. I have spent much of my professional life at political and legal roles in the federal government. In the private sector, my role is usually to comply with and advocate for changes in federal, state and local regulations and laws. That is what I currently do in my current job as legal counsel with Silicon Valley Bank (SVB Financial Group). I have taught administrative and regulatory law courses at Santa Clara University and other law schools. That experience, combined with an interest in our local issues should prove helpful.

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

( ) Yes (X) No



## Michael Lempres

Assistant General Counsel & Practice Head  
SVB Financial Group

Mike has spent his career working at the intersection of government and business in both his native California and in Washington, DC. Since being selected as White House Fellow in the Reagan Administration, he has been appointed to executive positions by three US Presidents. He served in several senior positions within the US Department of Justice, where he received the Edmund J. Randolph Award for Outstanding Service, the highest award the Department bestows. Mike also was appointed to serve as a Vice President of the US Overseas Private Investment Corporation, working to facilitate US private sector investment in countries with emerging economies. Mike also served as Counsel to Rep. Lamar Smith with a focus on the Immigration Subcommittee of the House Judiciary Committee.

In the private sector, Mike worked as the General Counsel and Corporate Secretary of the Pacific Exchange, and as a lawyer with private law firms. In his current position, Mike reports to the General Counsel of SVB Financial Group, a financial holding company that holds Silicon Valley Bank among others. In his portfolio, Mike handles legal, regulatory and government affairs issues.

Mike holds an AB degree from Dartmouth College and received his JD from the Boalt Hall School of Law at the University of California, Berkeley. Among his community activities, Mike serves on the Board of Directors of the Lupus Foundation of Northern California.

**TOWN OF ATHERTON**

**APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE**

Date: 06/08/2012

Name: ROBERT ROESER

Address: [REDACTED] AVENUE

Home Telephone: 650-[REDACTED] Work Telephone: cell [REDACTED]

E-mail address (optional): [REDACTED]

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

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

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

**TO THE APPLICANT:**

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

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

A. ONE OF THE REASONS I WAS EXCITED ABOUT MOVING TO ATHERTON WAS HOLBROOK PALMER PARK. IT IS AN EXCELLENT PARK AND FITS SO WELL WITH THE MISSION STATEMENT "... TO PRESENT ITS CHARACTER AS A SCENIC, RURAL THICKLY WOODED RESIDENTIAL AREA, WITH ABUNDANT OPEN SPACE..."

2. B. PLEASE SEE ATTACHED RESUME / SUMMARY  
Have you attended any meeting of the body on which you wish to serve?

Yes  No

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

Yes  No

COULD NOT FIND THEM ON WEB SITE. FOR PARK & RECREATION

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

( ) Yes                      (X) No

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

( ) Yes                      (X) No

*I AM RETIRED*

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

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

- (X) Planning Commission
- ( ) Park and Recreation Commission
- ( ) General Plan Committee
- (X) Audit Committee
- ( ) Arts Committee
- ( ) Other: \_\_\_\_\_

FOR YOUR INFORMATION:

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

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

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

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

Thank you for your interest in serving the Town of Atherton.

*Thank you*

*Robert R. Rosen*

# ROBERT R. ROESER

CEO \* Board Member \* Executive Coach \* Mentor

## Summary

Robert "Bob" Roeser is a disciplined, high-energy, hands-on leader with significant global management experience building and running high performing sales and engineering-oriented technical organizations. Bob started his career at leading global corporations including at DuPont, where he held positions of increasing responsibility in process engineering, quality assurance, and manufacturing management, and at Raychem, where he led marketing and product management teams for North American new ventures group in developing new products for the electrical power industry. Later, he leveraged his best practices management skills by successfully leading and optimizing organizations in major turnover and high growth situations, including Sigmaform, where he reorganized their worldwide operations to increase profitability and eliminate duplicate functions, and Elo Touchsystems, where he grew revenue from \$15M to \$120M over his six-year tenure. Currently, Bob is the President at BIW Connector Systems, which he successfully sold to ITT in 2001 for 2 times the purchase, and has run as a standalone business for the past eight years.

Bob's mentoring and coaching skills include Change Management, Global Talent Development, Value-Based Product Development, and Leadership Development. He has particular expertise in developing today's managers into tomorrow's leaders, especially around performance management and executive coaching.

Bob has an M.B.A. from Ohio University, a B.S. in Chemical Engineering from Ohio University, and as part of his lifelong continuous learning, is a certified Six-Sigma Green Belt from the University of Michigan, and has studied at the Coaching Institute.

IN SAN RAFAEL  
Bob served on the Board of Goodwill Industries, <sup>8 years as Director</sup> and is a member of the Institute of Electrical and Electronics Engineers (IEEE), the American Institute of Chemical Engineers (AIChE), and the Bay Area Council for Continuous Improvement. He has also served as the Keynote Speaker at the QUALPRO Quality Conference in Atlanta.

ALSO: SERVED AS A DIRECTOR ON SAN ANTONIO HILLS - HOME  
OWNERS ASSN FOR 7 YEARS - SAH WAS ANNEXED TO LOS AZOS HILLS

TOWN OF ATHERTON

APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

Date: 6-12-12

Name: Bob Polito

Address: [REDACTED] ATHERTON

Home Telephone: [REDACTED] Work Telephone: N/A

E-mail address (optional): [REDACTED]

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

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

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

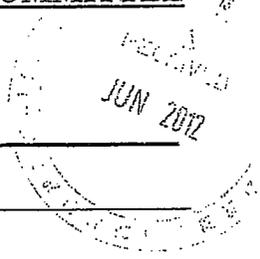
TO THE APPLICANT:

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1. Why do you want to serve on the body for which you are submitting your application?  
What particular skills, interest or experience would you bring to it if selected?  
I WAS CEO/CFO OF A \$50+M PRIVATE COMPANY FOR 30 YEARS BEFORE I RETIRED.

2. Have you attended any meeting of the body on which you wish to serve?  
 Yes  No

3. Have you reviewed the minutes of the past meetings of the body on which you wish to serve?  
(Minutes and past agendas of Town bodies are available for review at Town Hall during normal business hours.)  
 Yes  No



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

( ) Yes                       No

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

( ) Yes                       No

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

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

- ( ) Planning Commission
- ( ) Park and Recreation Commission
- ( ) General Plan Committee
- Audit Committee
- ( ) Arts Committee
- Other: FINANCE

FOR YOUR INFORMATION:

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Thank you for your interest in serving the Town of Atherton.

**Theresa DellaSanta**

---

**From:** Judy Bellmont  
**Sent:** Friday, June 15, 2012 4:54 PM  
**To:** Theresa DellaSanta  
**Subject:** FW: planning commission  
**Attachments:** Diane BeymerSandhujune2012.doc

FYI

---

**From:** Diane Sandhu [REDACTED]  
**Sent:** Thursday, June 14, 2012 12:59 AM  
**To:** Judy Bellmont  
**Subject:** planning commission

Please consider my background for a suitable position of volunteers for the Town of Atherton. As a resident I am very interested in all areas of need to my community. If you could consider my background for the Rail, Finance or Planning areas I would be greatly interested.

Sincerely,  
Diane Beymer-Sandhu

Diane Beymer-Sandhu [REDACTED] Atherton California

As a business owner and manager of both a software company and a technical consulting services company, I held many positions and worn many hats to accomplish the task at hand. In receiving the list of openings for the Town of Atherton, many roles seems of interest. Please consider my background for a suitable position.

**Education:**

Lincoln Law School, San Jose, California, Juris Doctorate, completed courses thus far: Basics of Legal writing, Personal Property. Agency

Bachelor of Science, UC Berkeley, Berkeley, California, Haas School of Business, Finance Major, Minor in Investments 1986

Foothill College, Undergraduate, 1984-1986

Undergraduate, Ohio State University, 1980-1981

**Experience:**

**President, Matriarch Solutions Inc., Menlo Park Ca. March 2011 – Present**

Matriarch Solutions is a dba of ESQ Systems Integrators Inc. providing turn-key development and software integration as well as technical consulting services. Providing management of consultants, business development, and planning and strategic marketing direction. The technology focus has been in the area of Web Development, Cloud and E-Commerce.

**Director of Emerging Markets, Six Dimensions.com, San Ramon Ca. 3/2010 to 12/2010**  
[www.six-dimensions.com](http://www.six-dimensions.com)

Provided strategic marketing and business development for the consulting services division. Six Dimensions is an Oracle, Peoplesoft and SAP partner. Recommended and implemented a strategic change and new direction expanding their arena to encompass the following: iphone, ipad, Android, Cloud, Ecommerce, Web development and Green technology.

**Achievements:** Added over 200 new clients, created profitable revenue division with sustainable and recurring revenue. Provided process control and direction to staff, managed contractual negotiations with consultants, customers and vendors.

**CEO, Brainstorm Consulting Inc., Palo Alto Ca. (2003 – 3/2010) [www.brainstrm.com](http://www.brainstrm.com)**  
*Company acquired 3/2010*

Brainstorm was a consulting company with the aim to align client needs with superior quality personnel that exceeded their expectation and to be an intricate part of the companies' success and technical strategy. Services offered were technical consulting and staff augmentation, implementation services and project management. The client list included entities such as Microsoft, CSC, Chevron, Lockheed, and NASA. Brainstorm was a cross industry provider including Web 2.0, Mobile, Banking, Medical and Manufacturing.

**Achievements:** Built and operated profitable business with client base of over 330 creating repeat revenue with sustainable growth. Established and maintained corporate strategic alliances and provided operational management. Development and implementation of business plan, marketing and sales plans, financial planning and strategies. Negotiated staffing and partner agreements with corporate key accounts.

**CEO/President/Founder, ESQ Systems Integrators Inc Pleasanton, Ca. (1994-2001)**

ESQ Systems Integrators, Inc., A Remedy Strategic Consulting partner provided the sales and implementation of Remedy products in Customer Relationship Management (CRM), Helpdesk and ERP based products. Remedy Corporation is now operated by BMC. As a Remedy Strategic partner, we were the provider of implementation services to every strategic account for Remedy Corporation which included: Lucent Technologies, Bank of America, Ameritrade, Autodesk, Boeing, Pacific Bell, and Citibank.

**Achievements:** Strategic alliance contract with Remedy Corporation. ESQ Systems Integrators was one of the first companies to be a Remedy Business Partner. Personally hired and created the largest team of certified RAC's, Remedy Approved Consultants. Key negotiator for the acquisition of ESQ Systems Integrators to Remedy/BMC, merging the Remedy Practice while retaining the balance of the business.

**Note:** 2 year non-compete agreement executed, thus no employment until 2003.

**CFO/COO, ESQ Business Services Inc. Cupertino, Ca. (1987-1994) [www.esq.com](http://www.esq.com)**

As the CFO/COO of ESQ Business Services, managed all aspects of finance, payroll and contract negotiations of software development and consulting services for company specializing in network management products to the Fortune 100.

**Achievements:** As the CFO for ESQ Business Services, provided all accounting and forecasting for worldwide organization. Documented and prepared international license agreements and reciprocal agreements for revenue generation. Met with local attorneys in each country and tax preparation executives for local representation and development of international offices. Managed creation and development of office locations in India, UK, Mexico, Germany, and California.

As a COO, managed the creation and deployment of software to all bank and stock exchanges worldwide creating the largest install base to date.. Strategic agreements with HP, then Tandem Computers. Negotiated the key software marketing agreement between Tandem Computers, providing for long-term royalty agreements. Managed copyright of software, trademark of logo and corporate licensing of software product names and logos. Setup all software billing and process for software and consulting services in the US, Europe and Latin America. Reviewed and negotiated agreements such as Swiss PTT, BNP, British Petroleum, Banamex/Banco de Nacional, Bank of England, Lloyds Bank, AOS Australia, Mercedes Benz, Thyssen, Bank of America, and NASDAQ.

**Regional Manager, ITT Financial , Saratoga Ca.(1988-1989)**

Managed all aspects of loan processing, audits, staff management and regulation procedures.

**Commercial Real Estate Broker/Agent, Royal Le Page, Walnut Creek, Ca. (1986-1988)**

Commercial Real Estate Agent/Broker and Public Representative to Planning Commission for the City of Dublin for the redevelopment of several office complexes and retail shopping centers in the 580/680 Corridor.

**Founder, Grey Market Imports, Fremont, Ca. (1982-1986)**

Imported exotic cars from Europe, predominately from Belgium for resale in the US. Managed all aspects of purchase, shipping and conversion of cars to US standards.

**Emporium Capwell, San Francisco, Ca. (1981-1982)**

Studio model for San Francisco based retailer modeling the Channel line.

**TOWN OF ATHERTON**

**APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE**

Date: June 13, 2012

Name: Christina (Tina) Isenberg

Address: [REDACTED], Atherton

Home Telephone: 650 [REDACTED] Work Telephone: \_\_\_\_\_

E-mail address (optional) [REDACTED]

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

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

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

**TO THE APPLICANT:**

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

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

*Please see attached statement*

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

Yes  No

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

Yes  No

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

Yes                       No

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

Yes                       No

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

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

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

FOR YOUR INFORMATION:

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Thank you for your interest in serving the Town of Atherton.

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

My family has lived in Atherton for more than 30 years during which we have looked to the park for various recreational activities.

The park is the Town's most valuable community asset. My husband and I have included a bequest to the park in our wills in recognition of its contribution to our lives here and its importance to future Town residents.

I have participated in park plant maintenance work, and when I did so I saw that the plantings were not maintained at the level they should be. The plants will deteriorate further if this situation continues, and that would be a great loss to the Town; it would also be a large expense if a future Council decided to reverse the decline.

I maintain two large gardens, one in Atherton and the other at our second home. I consider myself an experienced, practical gardener. I have served on the Town's Tree Committee and on the board of a local plant society. I am aware of some park issues through the work of the Atherton Dames and the Holbrook-Palmer Park Foundation.

I am applying now because I received a recruitment appeal from the Town showing that there are many committees with vacancies. (The Park & Recreation Commission has missed meetings recently for lack of a quorum.) In addition, I am dismayed at the divisions within the Town, which, I think, compel all of us to step forward to do our part to restore comity to the Town. For me the park is the focus of that effort.

Christina Isenberg (Tina)  
June 13, 2012.

TOWN OF ATHERTON

APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

Date: 15 June 2012

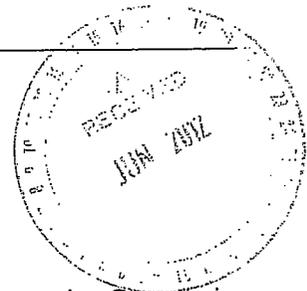
Name: John Siambis Siambis

Address: [REDACTED]

Home Telephone: [REDACTED] Work Telephone: \_\_\_\_\_

E-mail address (optional): \_\_\_\_\_

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



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

- ( ) Planning Commission
- ( ) General Plan Committee
- ( ) Audit Committee
- ( ) Park and Recreation Commission
- ( ) Arts Committee
- ( ) Other: Environmental Programs

TO THE APPLICANT:

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

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

*Interested in area of environmental programs  
As an Engineer, have worked in the general area*

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

*a long while back* Yes  No

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

( ) Yes  No

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

Yes

No

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

Yes

No

do not know

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

No

Yes, for (check as many as you wish):

Planning Commission

Park and Recreation Commission

General Plan Committee

Audit Committee

Arts Committee

Other: \_\_\_\_\_

FOR YOUR INFORMATION:

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

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

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Thank you for your interest in serving the Town of Atherton.

TOWN OF ATHERTON

APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

Date: 6-8-12

Name: CLAY DEL SECCO

Address: [REDACTED]

Home Telephone: [REDACTED] Work Telephone: —

E-mail address (optional): \_\_\_\_\_

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

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

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

TO THE APPLICANT:

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

*I worked at the park in the 1960s.*

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

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

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

Planning Commission

Park and Recreation Commission

General Plan Committee

Audit Committee

Arts Committee

Other: \_\_\_\_\_

FOR YOUR INFORMATION:

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Thank you for your interest in serving the Town of Atherton.

TOWN OF ATHERTON

APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

Date: 6-5-12

Name: Russell L. MOORE JR.

Address: [REDACTED], Atherton

Home Telephone: [REDACTED] Work Telephone: RETIRED ATTORNEY

E-mail address (optional): \_\_\_\_\_

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

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

- Planning Commission                      2nd Choice  Park and Recreation Commission
- General Plan Committee                       Arts Committee
- Audit Committee                       Other: \_\_\_\_\_

TO THE APPLICANT:

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1. Why do you want to serve on the body for which you are submitting your application?  
What particular skills, interest, or experience would you bring to it if selected?  
I'VE BEEN A RESIDENT FOR 35 YEARS, KNOW THE TOWN & MANY RESIDENTS. I'VE NEVER SERVED ON ANY COMMITTEE SINCE I HAVE UNLIMITED TIME TO DO SO, I FEEL IT WOULD BE APPROPRIATE. I'M A RETIRED ATTORNEY & MANAGING PARTNER OF A LARGE LAW FIRM WITH EXTENSIVE EXPERIENCE IN MANAGEMENT, FINANCIAL AND PERSONNEL ISSUES.
  
2. Have you attended any meeting of the body on which you wish to serve?  
 Yes                       No
  
3. Have you reviewed the minutes of the past meetings of the body on which you wish to serve?  
(Minutes and past agendas of Town bodies are available for review at Town Hall during normal business hours.)  
 Yes                       No

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

Yes  No

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

Yes  No *I'm Retired.*

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

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

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

FOR YOUR INFORMATION:

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Thank you for your interest in serving the Town of Atherton.

TOWN OF ATHERTON

APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

Date: June 14, 2012

Name: Jeffrey Wise

Address: [REDACTED] Atherton

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

E-mail address (optional): [REDACTED]

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



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

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

TO THE APPLICANT:

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

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

I have been a developer in the Town of Atherton for over 10 years. I value the unique character and charm of our community and have worked to support the town in a number of different ways. I am very interested in serving on the Planning Commission. I have had the opportunity to appear before them on several occasions and appreciate the work that they do the service they render the town. I have previously served on the General Plan and Finance Committees as well as on the screening committee for the selection of the Building Department contractor. I would bring a commitment to serving the town's interests and a creative problem solving approach to the issues that would come before the commission.

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

Yes  No

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

Yes  No

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

Yes                       No

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

Yes                       No

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

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

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

FOR YOUR INFORMATION:

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Thank you for your interest in serving the Town of Atherton.

TOWN OF ATHERTON

APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

Date: JUNE 14, 2012

Name: DENISE KUPPERMAN

Address: [REDACTED] AVENUE

Home Telephone: 650-[REDACTED] Work Telephone: 650-[REDACTED]

E-mail address (optional) [REDACTED]

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



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

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

TO THE APPLICANT:

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

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

*PLEASE REFER TO ATTACHMENT I*

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

Yes  No

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

Yes  No

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

Yes                       No

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

Yes                       No

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

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

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

FOR YOUR INFORMATION:

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Thank you for your interest in serving the Town of Atherton.

**Attachment I :**

**Town of Atherton Application to Commission or Committee**

Dated: June 14, 2012  
Applicant: Denise Kupperman, MLA  
Re: Position on the Planning Commission

Question 1.

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

Surrounded by urban and suburban development and communities, Atherton is unique in that it has retained much of its rural character. The town's zoning code and General Plan, are in large part, significant factors that contribute to the preservation and enhancement of our urban forest and the lovely rural atmosphere we enjoy and share. I am keenly interested in working with the town and its residents to retain and enhance our town's unique rural qualities, while understanding that places change, and that there needs to a balance between changes within our community and preserving what makes it its own special place.

As a landscape architect professional and environmental planner, I would bring an understanding of the town's zoning code, planning, landscape theory and practice - as well as experience with LEED and reading and interpreting plans. As a landscape architect professional and long time member of the town's Tree Committee, I have gained experience and knowledge about trees and methods and practices associated with preserving and replacing them.

Working as a Project Manager and as a resident who built our home, I understand the design and construction process, and zoning code and building code compliance.

I have a strong belief in contributing to my community through collaboration, participation and sharing my skills.



Eric Lane : Career experience



<http://www.linkedin.com/in/ericlanehr>

Over 30 Years leadership experience in high growth technology firms in Senior Leadership positions including Intuit (9.5 Years VP/Director 2001-2011), SGI, National Semi, AMD as well as early member of Start-ups including CEO of my own firms. My current business is an Atherton licensed consulting firm (RETIREMENT v1.0) with clients such as Juniper Networks.

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

Yes                       No

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

Yes                       No

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

Yes                       No

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

Yes                       No

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

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

- Planning Commission
- Park and Recreation Commission
- General Plan Committee (I thought this was eliminated)
- Arts Committee
- Other:

FOR YOUR INFORMATION:

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Thank you for your interest in serving the Town of Atherton

TOWN OF ATHERTON



APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

Date: 6/15/12

Name: SWATI ADVANI

Address: [REDACTED] ATHERTON, CA 94027

Home Telephone: [REDACTED] Work Telephone: (cell) [REDACTED]

E-mail address (optional): [REDACTED]

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

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

- Planning Commission
- General Plan Committee
- Audit Committee
- Park and Recreation Commission
- Arts Committee
- Other: Environmental Programs committee

TO THE APPLICANT:

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

1. Why do you want to serve on the body for which you are submitting your application?  
What particular skills, interest or experience would you bring to it if selected?  
While the town of Atherton is environmentally conscious, there are successful programs in other communities we can attempt to further "green" the area. I have a masters in public policy focusing on the environment
2. Have you attended any meeting of the body on which you wish to serve?  
 Yes  No
3. Have you reviewed the minutes of the past meetings of the body on which you wish to serve?  
(Minutes and past agendas of Town bodies are available for review at Town Hall during normal business hours.)  
 Yes  No

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

( ) Yes

No

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

( ) Yes

No

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

( ) No

Yes, for (check as many as you wish):

Planning Commission

Park and Recreation Commission

General Plan Committee

( ) Audit Committee

Arts Committee

( ) Other: anywhere I can help!

FOR YOUR INFORMATION:

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Thank you for your interest in serving the Town of Atherton.

## ATHERTON CITY COUNCIL

Name/Address	Contact Info.	First Elected	Term Expiration
Bill Widmer Mayor	Hm (650) 530-0078 <a href="mailto:bwidmer@ci.atherton.ca.us">bwidmer@ci.atherton.ca.us</a>	11/02/10	Mayoral Term 12/19/12 Council Term 11/2014
Elizabeth Lewis Vice Mayor	Hm (650) 533-8830 <a href="mailto:elewis@ci.atherton.ca.us">elewis@ci.atherton.ca.us</a>	11/4/08	11/2012
Kathy McKeithen Council Member	Hm (650) 321-3633 Fax (650) 322-8111 <a href="mailto:kmckeithen@ci.atherton.ca.us">kmckeithen@ci.atherton.ca.us</a>	11/7/00	11/2012
Jim Dobbie Council Member	Hm (650) 327-3946 <a href="mailto:jdobbie@ci.atherton.ca.us">jdobbie@ci.atherton.ca.us</a>	06/03/08	11/2014
Jerry Carlson Council Member	Hm (650) 321-1327 <a href="mailto:jcarlson@ci.atherton.ca.us">jcarlson@ci.atherton.ca.us</a>	01/21/06 Appointed	11/2014

**Authority:** California Government Code Section 34000; Atherton Municipal Code Section 2.04.

**Membership:** The City Council consists of five members.

**Term of Office:** Four-year overlapping terms. The Mayor and Vice Mayor are selected annually by the City Council. No member shall serve as Mayor or Vice Mayor for consecutive terms.

**Duties:** The Council is the Town's legislative body. Each member must file a Public Statement of Economic Interest form annually.

**Selection:** The members of the City Council are elected officials.

**Compensation:** The members of the City Council receive no compensation.

**Meetings:** Regular meetings are scheduled every third Wednesday of each month, 7:00 p.m., Town Council Chambers, 94 Ashfield Road.

## CITY COUNCIL STANDING COMMITTEES

<b>Committee</b>	<b>Council Members</b>	<b>Alternate Council Members</b>	<b>Department Liaison</b>
<b>ARTS</b>	None	None	City Clerk: Theresa DellaSanta 650-752-0529
<b>AUDIT/FINANCE</b>	Bill Widmer Jim Dobbie	Elizabeth Lewis	Finance: Robert Barron III 650-752-0552
<b>ENVIRONMENTAL PROGRAMS</b>	Elizabeth Lewis Kathy McKeithen	Bill Widmer	Planning: Lisa Costa Sanders 650-333-0248
<b>LIBRARY BUILDING STEERING</b>	Kathy McKeithen		Public Works: Mike Kashiwagi 650-752-0532
<b>PARK &amp; RECREATION COMMISSION</b>	None	None	Public Works: Steve Tyler 650-752-0541
<b>PLANNING COMMISSION</b>	None	None	Planning: Lisa Costa Sanders 650-333-0248
<b>RAIL</b>	Jerry Carlson Elizabeth Lewis	None	Public Works: Steve Tyler 650-752-0541
<b>TRANSPORTATION</b>	Kathy McKeithen Jim Dobbie	Bill Widmer	Police: Ed Flint 650-752-0508
<b>TOWN CENTER TASK FORCE</b>	Elizabeth Lewis Bill Widmer	Jerry Carlson	City Manager (designee): Theresa DellaSanta 650-752-0529

## OTHER GOVERNMENTAL COMMITTEE ASSIGNMENTS

<b>AGENCY</b>	<b>MEMBER</b>	<b>ALTERNATE</b>
Association of Bay Area Governments (ABAG)	Bill Widmer	Jim Dobbie
City/County Association of Governments (C/CAG)	Jerry Carlson	Bill Widmer
Holbrook-Palmer Park Foundation	Jerry Carlson	Jim Dobbie
League of California Cities	Jerry Carlson	Kathy McKeithen
Library JPA Governing Board (San Mateo County)	Kathy McKeithen	Jim Dobbie
Peninsula Traffic Congestion Relief Alliance	Elizabeth Lewis	Bill Widmer
San Francisco Airport/Community Roundtable	Elizabeth Lewis	Bill Widmer
San Mateo County Emergency Services Council	Jim Dobbie	Jerry Carlson
San Mateo County Sub-Regional Housing Policy Advisory	Elizabeth Lewis	Jerry Carlson
2020 Gateway Committee	Elizabeth Lewis	Bill Widmer
Grand Blvd. Task Force	Elizabeth Lewis	Jerry Carlson
Menlo Park Fire Protection District	Bill Widmer	Jerry Carlson
Peninsula Cities Consortium	Jerry Carlson	Kathy McKeithen Michael Kashiwagi (Alt Staff)

## TOWN OF ATHERTON STAFF

Title/Name	Contact Information	Business Address
<b>CITY MANAGER</b>	Ph (650) 752-0504 Fax (650) 688-6528	91 Ashfield Road Atherton, CA 94027
<b>CITY ATTORNEY</b> William B. Connors	Ph (831) 601-1100 <a href="mailto:bslawstuff@yahoo.com">bslawstuff@yahoo.com</a>	William B. Connors P. O. Box 1521 Pebble Beach, CA 93953
<b>CHIEF OF POLICE</b> Ed Flint	Ph (650) 752-0508 Fax (650) 328-3220 <a href="mailto:eflint@ci.atherton.ca.us">eflint@ci.atherton.ca.us</a>	83 Ashfield Road Atherton, CA 94027
<b>CITY CLERK</b> Theresa DellaSanta	Ph (650) 752-0529 Fax (650) 328-3220 <a href="mailto:eflint@ci.atherton.ca.us">eflint@ci.atherton.ca.us</a>	91 Ashfield Road Atherton, CA 94027
<b>CITY PLANNER</b> Neal Martin  <b>DEPUTY PLANNER</b> Lisa Costa Sanders	Ph (650) 322-0875 Fax (650) 322-0150  Cell (650) 333-0248 <a href="mailto:lcostasanders@ci.atherton.ca.us">lcostasanders@ci.atherton.ca.us</a>	Neal Martin & Associates 751 Laurel St Suite 622 San Carlos, CA 94070
<b>COMMUNITY SERVICES DIRECTOR</b> Mike Kashiwagi	Ph (650) 752-0532 Fax (650) 688-6539 <a href="mailto:mkashiwagi@ci.atherton.ca.us">mkashiwagi@ci.atherton.ca.us</a>	93 Station Lane Atherton, CA 94027
<b>FINANCE DIRECTOR</b> Robert Barron III	Ph (650) 752-0552 Fax (650) 688-6528 <a href="mailto:rbarron@ci.atherton.ca.us">rbarron@ci.atherton.ca.us</a>	91 Ashfield Road Atherton, CA 94027
<b>PUBLIC WORKS SUPERINTENDENT</b> Steve Tyler	Ph (650) 752-0541 Fax (650) 688-6539 <a href="mailto:styler@ci.atherton.ca.us">styler@ci.atherton.ca.us</a>	93 Station Lane Atherton, CA 94027
<b>TOWN ARBORIST</b> Kevin Kielty	Ph (650) 752-0526 Fax (650) 688-6539 <a href="mailto:kkielty@ci.atherton.ca.us">kkielty@ci.atherton.ca.us</a>	93 Station Lane Atherton, CA 94027
<b>CODE ENFORCEMENT OFFICER</b> Robert Cushing	Ph (650) 752-0533 Cell (650) 333-0854 <a href="mailto:rcushing@ci.atherton.ca.us">rcushing@ci.atherton.ca.us</a>	93 Station Lane Atherton, CA 94027

## Town of Atherton Committee Roster

### LOCAL APPOINTMENTS LIST

<b>ARTS COMMITTEE</b>			<b>AUDIT/FINANCE COMMITTEE</b>		
Meets – 4 <sup>th</sup> Tuesday @ 1 P.M., HPP Garden Room Staff Liaison: City Clerk			Meets – 2 <sup>ND</sup> Tuesday @ 2:00 P.M. of every other month Staff Liaison: Director of Finance		
Betty Ullman	Appointed 02/24/04	Term Expires 6/2016	Alain Enthoven	Appointed 06/2010	Term Expires 06/2013
Larry Calof	04/04/09	6/2016	Greg Conlon	05/18/11	06/2014
Edwin Ullman	11/18/09	6/2016	Jim Massey	08/09/12	06/2014
Isabella Pieslak	04/21/10	6/2016	<b>Vacancy</b>	<b>09/19/12</b>	<b>06/2013</b>
Joan Sanders	08/18/10	6/2016	<b>Vacancy</b>	<b>09/19/12</b>	<b>06/2014</b>
Deborah Kay	04/29/11	6/2015			
Marjory Wilson	05/18/11	6/2015			
John Siambis	09/09/12	6/2015			
Swati Advani	09/09/12	6/2015			
Yvonne Lynch	09/09/12	6/2015			
<b>ENVIRONMENTAL PROGRAMS COMMITTEE</b>			<b>PARK &amp; RECREATION COMMISSION</b>		
Meets – Quarterly on the 1 <sup>st</sup> Wednesday of the month Staff Liaisons: Planning Department (Planner)			Meets – 1 <sup>st</sup> Wednesday of each month at 6:30pm Staff Liaison: Public Works Department (Superintendent)		
Frank Merrill	Appointed 07/25/07	Term Expires 06/2013	Dianne Crittenden	Appointed 05/01/07	Term Expires 06/2013
John Siambis	08/09/12	06/2015	Robert Oyster	04/29/11	06/2015
Swati Advani	08/09/12	06/2015	Marylue Timpson	07/18/07	06/2015
Denise Kupperman	08/09/12	06/2015	Sandy Crittenden	08/09/12	06/2016
			Robert Roeser	08/09/12	06/2016
			Frank Merrill	04/18/12	06/2014
			<b>Vacancy</b>	<b>09/19/12</b>	<b>06/2014</b>
<b>PLANNING COMMISSION</b>			<b>TRANSPORTATION COMMITTEE</b>		
Meets – 4 <sup>TH</sup> Wednesday @ 6 P.M. Staff Liaison: Planning Department (Planner)			Meets – 2 <sup>nd</sup> Tuesday, bi-monthly Staff Liaison: Police Department (Police Chief)		
Herman Christensen	Appointed 05/01/07	Term Expires 06/2015	Larry Sweeney	Appointed 04/15/09, 08/09/12	Term Expires 06/2016
Philip Lively	05/01/07	06/2015	John Rugeiro	04/15/09, 08/09/12	06/2016
Paul Quinlan	04/15/09	06/2013	Mary Widmer	08/09/12	06/2016
Mary Widmer	08/09/12	06/2016	Kevin Reynolds	08/09/12	06/2016
<b>Vacancy</b>	<b>09/19/12</b>	<b>06/2016</b>	Michael Lempres	08/09/12	06/2016

**Town of Atherton Committee Roster**  
**LOCAL APPOINTMENTS LIST**

\*Committees with No Term Limits listed below

<b>LIBRARY BUILDING STEERING COMMITTEE</b>			<b>RAIL COMMITTEE</b>		
Meets – 3 <sup>rd</sup> Monday of each month at 10:30am Staff Liaison: Public Works Department			Meets: Staff Liaison: Public Works Department		
	Appointed	Term Expires		Appointed	Term Expires
Sandy Crittenden	07/21/10	None	Greg Conlon	02/18/04	None
Denise Kupperman	07/21/10	None	Malcolm Dudley	12/17/03	None
Marion Oster	07/21/10	None	Philip Lively	11/19/03	None
Ginny Nile	04/20/11	None	Rosemary Maulbetsch	12/17/03	None
Joan Sanders	04/20/11	None	Arthur (Jack) Ringham	12/17/03	None
Walter Sleeth	08/09/12	None	Julie Quinlan	04/04/09	None
			Jim Janz	04/04/09	None
			Paul Skeen Jones	07/15/09	None
			Scott Lane	08/09/12	None
			<b>Vacancy</b>	<b>09/19/12</b>	<b>None</b>

<b>TOWN CENTER TASK FORCE</b>		
Meets – As Needed Basis Staff Liaison: City Clerk		
	Appointed	Term Expires
Didi Fisher	03/17/10	None
John Shenk	03/17/10	None
Rose Hau	03/17/10	None
Steve Dostart	03/17/10	None
Phil Lively	03/17/10	None
Sherman Hall III	08/09/12	None

## ADVISORY COMMITTEES

Committees that act as an advisory resource to the community on matters related to its particular interest.

GROUP	CONTACT
Atherton Heritage Association *Established by Resolution 80-23	Marion Oster 650-688-6540 Heritage Room Hours: Tuesdays, 10am to 12pm
Friends of the Atherton Library	Karen Bliss 650-299-1031
Mid-Peninsula Community Center	Vacant
San Mateo Mosquito Vector Control District	Dr. Samuel Lerner Appointed 04/16/08 Reappointed 12/16/09 650-344-8592
Tree Committee	Kevin Kielty, Town Arborist 650-752-0526

## COMMUNITY GROUPS

### **Atherton Civic Interest League:**

Membership is town-wide and its activities serve its membership

Contact: John Davey  
(415) 999-0303  
[johndavey@sbcglobal.net](mailto:johndavey@sbcglobal.net)

### **Atherton Dames:**

Assists Holbrook-Palmer Park in raising funds to support Park improvements

Contact: Marylue Timpson

### **Holbrook-Palmer Park Foundation:**

Provides financial assistance and raises funds for Park improvements

Contact:

### **Lindenwood Homeowners Association:**

Contact: Alicia Seebold  
(650) 322-9893

### **Lloyd Park Homeowners Association:**

Contact: David Barca  
(650) 368-1472

### **Victoria Manor Homeowners Association:**

Contact: Jack Philips  
(650) 327-6157

### **Selby-Stockbridge neighborhood:**

Contact: Zach Whitman  
[z.whitman2@comcast.net](mailto:z.whitman2@comcast.net)



## 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 SEPTEMBER 19, 2012**

**SUBJECT: 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**

### **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.

### **INTRODUCTION:**

The existing retaining wall was constructed between 1940s and 1960s and is in need of rehabilitation and/or replacement. The existing retaining wall is approximately 1800 linear feet, lined with stone and mortar and supporting Marsh Road and is the westerly bank of the Atherton Channel. The existing wall has cracking along the entire length of the channel lining with some stones pieces missing.

In 2007, emergency repairs were completed to fix a small portion of the channel wall that had experience bulging. In 2008, URS Corporation was retained to provide a geotechnical exploration and engineering study on the existing Atherton channel between Middlefield Road and Fair Oaks Avenue and provide potential rehabilitation/remediation solutions due to the emergency repairs done in 2007. At the time of the study, there were limited funds available to complete the evaluation of the Marsh Wall. Evaluation of the Marsh Wall was not complete due to budget constraints. Since the initial review on the channel in 2008, additional cracks have been found along the wall.

A Qualifications Based Selection process was utilized in the review and ranking of submitted proposals. The RFP was advertised on the Town website as well as several other industry websites utilized by the Town of Atherton. The RFP was posted on the Town website April 5, 2012. Proposals were due May 11, 2012, which provided a 5-week response period. A total of 3 proposals were received and ranked as follows:

1. Biggs Cardosa Associates, Inc.
2. Siegfried Engineering
3. Cal Engineering and Geology

The selection panel consisting of 1 outside civil engineer, and 3 representatives from the Town of Atherton reviewed and ranked all proposals received. Based upon their rankings, Biggs Cardosa Associates was selected as the top ranked consultant.

**DISCUSSION:**

The existing 1800 foot long retaining wall was constructed between 1940s and 1960s and is in need of rehabilitation and/or replacement. As part of the RFP, the work was broken down into preliminary engineering phase and final design for construction plans and specifications phase.

The preliminary engineering phase consists of the consultant reviewing existing reports and data that are available; provide surveying services to obtain a design level topographic base map of the construction site (from the double yellow stripe along marsh road to the existing wall along the southside of the Atherton Channel between Middlefield Road to Fair Oaks Avenue). The consultant will conduct a field review of the existing channel and provide the town a report that describes the existing distresses along the channel wall and an evaluation of the structural soundness of the existing wall.

The consultant will provide an analysis of the existing stormwater runoff that effects the channel and perform calculations on the amount of runoff that the channel must retain and the velocity of the runoff in the channel to determine the amount of pressure the retaining wall must withstand. The consultant will investigate any potential environmental impacts that would affect any biological species or trees along the Atherton Channel.

Once the consultant completes the entire task in their scope of work, the consultant will prepare a report and plans on three design options for retaining wall design. The report will discuss the alternatives in detail regarding the pros and cons of each design along with the cost of each alternative.

The cost of the preliminary engineering phase is \$78,102. The cost is a reduction from the previous staff report brought to council in July 2012 of \$92,235, due to additional negotiation by staff and changes to the scope of work.

The RFP for the Marsh Road retaining wall design consist of preliminary engineering (phase 1) and final design for construction plans and specifications (phase 2). Biggs

Cardosa Associates, Inc. was the top ranked consultant. Staff recommends awarding the preliminary engineering (phase 1) of the RFP at this current time. Final design for construction plans and specifications (Phase 2) shall be negotiated with Biggs Cardosa Associates, Inc. at a later date once the design option has been chosen.

**FISCAL IMPACT:**

The negotiated not-to-exceed fee is \$78,102. The method of compensation will be on a time and materials basis. The Marsh Road Retaining Wall Project is included in the recently adopted Town of Atherton Capital Improvement Program and funding for the consultant services agreement will come from this project. Source of funding is from Parcel Tax funds

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Public Works Director

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Theresa Dellasanta  
Interim City Manager

Attachment: Attachment A - RFP Marsh Wall  
Attachment B – Consultant Service Agreement



**REQUEST FOR PROPOSAL**

**for**

**Municipal Engineering Services  
for  
Engineering Design and Related Services for the  
Marsh Road Retaining Wall**

**Office of the City Clerk  
91 Ashfield Road  
Atherton, CA 94027**

**Proposals Due by 3:00PM on Friday, May 11, 2012**

## **INTRODUCTION:**

The Town of Atherton invites proposals from Civil Engineering firms with expertise in the detailed design of a site specific retaining wall. The purpose of this RFP is to select a Consultant with the capability and experience to efficiently and cost-effectively satisfy and deliver all of the requirements described in this RFP. The retaining wall structure supports the roadway to the north and is part of the Atherton channel to the south. The existing retaining walls may have deficiencies such as structural deterioration, unsafe and collapsed or otherwise damaged and/or deteriorated conditions, etc.

## **PART A – DESCRIPTION OF WORK**

### **PURPOSE**

To provide all engineering design and related services in the development of the Marsh Road retaining wall.

### **PROJECT BACKGROUND**

Existing Atherton Channel is approximately 1,800 feet in length

- Located along Marsh Road (between Middlefield Road and Fair Oaks Avenue)
- Open channel trapezoidal cross section
- Lined with stones and mortar (channel lining)
- Channel depth in 4 to 10 feet range
- Built in 1940s and 1960s
- Cracking along entire length of channel lining; some stone pieces and mortar joints are missing
- No design information available
- Limited drawings available
- In 2006, Preliminary engineering estimate for typical sections and alternatives of an open channel (by TY Lin International)
- In 2007, Emergency repairs on a small portion of the channel wall were completed using soil nailing.
- In 2008, a geotechnical report Atherton channel lining remediation was conducted by URS corporation (hard copy of report is available at the Permit Center, Atherton Town Hall, 91 Ashfield Road, Atherton, CA 94027. **Report may be copied, but not removed from premises**)

### **PROJECT DESCRIPTION**

Phase 1 – Consultant shall review existing report and conduct reconnaissance of channel (Geotechnical Engineer, Structural Engineer and Staff Engineer) to provide an assessment of the condition of the channel and make a recommendation on the channel.

Phase 2 – Consultant shall be responsible for a cost-effective design of the Marsh Road retaining wall. Consultant shall provide all necessary reports, calculations, topographic surveys, and tests needed.

After field verification of work, the engineer of record shall submit the following to the Town:

- Electronic files AutoCAD 2010
- 2 sets of signed full-size hard copies and 2 sets of signed half-size hard copies
- Copies of all necessary reports/calculations
- Soft copy of the above items on a CD

### **PART B - PRE-SUBMITTAL PROCESS**

1. A pre-proposal meeting will be held on Tuesday, April 17, 2012, at 2 PM at Atherton's Council Chambers, 91 Ashfield Road, Atherton, CA 94027
2. Applicant questions: All questions regarding the RFP shall be submitted in writing no later than Tuesday, April 24, 2012, at 4:00 p.m. to David Huynh, Assistant Engineer, at [dhuynh@ci.atherton.ca.us](mailto:dhuynh@ci.atherton.ca.us) . Questions and responses will be posted by Tuesday, May 1, 2012 on the Atherton Town website.
3. Submittal Deadline: Friday, May 11, 2012, at 3:00 p.m. Late submittals will not be accepted. Format and Delivery: Submit five (5) letter-sized copies with one (1) unbound copy of the technical proposal to:

Atherton City Manager  
Town Of Atherton  
91 Ashfield Road  
Atherton, CA 94027

and e-mail a PDF copy to Theresa Della Santa at [tdellasanta@ci.atherton.ca.us](mailto:tdellasanta@ci.atherton.ca.us) .

Submittals will not be returned. **One (1) copy of the cost proposal shall be submitted in a separate sealed envelope at the same time as submittal of the technical proposal.**

**Proposals submitted after the deadline will not be accepted for consideration.**

The Town reserves the right to accept or reject any or all proposals, or to alter the selection process in any lawful way, to postpone the selection process for its own convenience at any time, and to waive any non-substantive defects in this RFP or the proposals.

The Town is seeking to engage the most qualified person or firm. The Town reserves the right to negotiate with other qualified persons or firms, or to solicit additional statements of qualifications at

any point in the project should it fail to negotiate a reasonable fee with the initially selected person or firm.

### **PART C – PROPOSED TIMELINE**

April 5, 2012, RFP available on Town of Atherton website

April 17, 2012, 2 pm Pre-proposal meeting and site visit (weather permitted) (non-mandatory) at Atherton’s Council Chambers, 91 Ashfield Road, Atherton, CA 94027

April 24, 2012, 4 pm Submission deadline for written questions

May 1, 2012, Responses to written questions available on Town of Atherton website

***May 11, 2012, 3 pm Technical and Cost Proposals due***

Week of June 4, 2012 Interviews with highest ranked proposers (if necessary)

June 20, 2012 Recommendation to City Council

### **PART D – PROPOSAL CONTENT**

Proposals must include the following:

1. Cover Letter - Statement of firm’s background and technical capabilities.
2. Organization Chart - Identify Project Manager, members of the project team, their classifications and any sub-consultants that will be used.
3. Detailed Work Plan - Demonstrate your understanding of the project by presenting your approach to the work and the tasks that will be performed for the identified project. Tasks, milestones, and deliverables should be described in sufficient detail to serve as a contractual basis for the contract.
4. Personnel Allocations - For each task, indicate the staff members and sub-consultants assigned to the task and the amount of hours planned. The firm’s management and internal review and quality control should be included.
5. Experience - Provide a short summary of the firm’s previous work related to the qualifications needed for this project. Provide qualifications and summaries of experience for each person assigned to the project demonstrating relevant experience performing similar work. Describe specific qualifications and related experience of sub-consultants with focus on experience from projects of a similar nature.

6. References - Include at least four specific examples of similar project work and include names and telephone numbers of individuals involved as the clients' project managers. Please verify that the telephone numbers will reach the individuals named so that we can call them for references.
7. Schedule - Provide a schedule identifying task durations, milestones, progress review meetings with Town staff and key project deliverables for the identified project.
8. Cost Proposal – A separate cost proposal in a sealed enveloped

### **PART E - CONTRACT REQUIREMENTS**

The attention of prospective firms is directed to the sample contract attached to this request for proposals. It includes indemnification and insurance requirements and provisions relating to payment and ownership of work documents that firms should aware of in submitting proposals.

### **PART F - SELECTION CRITERIA**

Selection will be based on the following evaluation criteria, in order of priority and not necessarily equally weighted:

1. Project understanding, as demonstrated by work plan and approach. (15%)
2. Qualifications and experience of key personnel and other team members, including sub-consultants. (35%)
3. Recent experience in performing similar studies. (20%)
4. Recent past performance in quality and completeness of work and delivery on time and within budget. (20%)
5. Feedback from references given. (10%)

After reviewing proposals, the Town may either directly enter into negotiations with the firm it finds best qualified or select a short list of firms to be interviewed by a selection panel. If the Town is unable to negotiate a satisfactory agreement with its first choice it will enter into negotiations with the next choice. Final approval of the firms recommended by Town staff, the fee and the contract must be reviewed and approved by the Atherton City Council.

For additional information, contact David Huynh, Atherton Assistant Engineer, at

(650) 752-0555.

**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 \_\_\_\_\_ services in connection with \_\_\_\_\_;

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

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

**AGREEMENT**

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

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

2. **Project Coordination.**

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

B. **Consultant.** Consultant shall assign \_\_\_\_\_ 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.

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. **[please select one and delete remaining options]**

**OPTION 1:** Consultant shall send Town an invoice for the Services at the conclusion of the Services, and if applicable, after submittal of any final work product.. Town shall review Consultant's invoice and pay Consultant for the Services rendered within 45 days of receipt of the invoice; provided, however that the invoice satisfies all requirements of this Agreement.

**OPTION 2:** Town shall make progress payments to Consultant that will be tied to completion of tasks so that all payments are proportional to the work completed. A copy of the progress payment schedule is attached to Exhibit C.

**OPTION 3:** 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 herein.

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

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

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

9. Conflict of Interest.

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

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

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

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

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

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

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

13. Compliance with Laws.

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

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the

provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

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

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

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

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

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

15. Assignment; Subcontractors; Employees.

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

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

16. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Termination of Agreement; Default.

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

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

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

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

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

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

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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 Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

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

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

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

Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

**TOWN OF ATHERTON**

**CONSULTANT**  
**(CORPORATIONS REQUIRE (2))**  
**SIGNATURES**

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

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

Date:

Date:

**APPROVED AS TO FORM:**

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

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

Date:

**ATTEST:**

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

EXHIBIT A

Scope of Work

[to be inserted]

**EXHIBIT B**

**Schedule of Performance**

[to be inserted]

EXHIBIT C

Compensation

[to be inserted]

EXHIBIT D

Consultants, Specialists, or Experts

[to be inserted]

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the TOWN OF ATHERTON ("Town") and Biggs Cardosa Associates, Inc. ("Consultant").

### RECITALS

WHEREAS, Town desires to obtain Professional Engineering services in connection with Marsh Road Retaining Wall Design, 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 Roy Schnabel, PE, Principal, 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 September 20, 2012 and must be completed not later than December 31, 2012. 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 **Seventy Eight Thousand One Hundred Two** Dollars (\$78,102.00) ("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.

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If to Town: City Clerk

Town of Atherton - Town Hall  
91 Ashfield Road  
Atherton, CA 94027

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Roy Schnabel, PE, Principal  
Biggs Cardoso Associates, Inc.  
865 The Alameda  
San Jose, CA 95126

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- 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**

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

Date:

**CONSULTANT**  
**(CORPORATIONS REQUIRE (2))**  
**SIGNATURES**

By:   
Title: PRINCIPAL

Date: 9.5.12

APPROVED AS TO FORM:

By: Mark A. Cadorn  
Title: VICE PRESIDENT

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

Date: 9/6/12

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 1/2 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 Callandet 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 ( <b>NTP</b> )
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 ( <b>TSA</b> )

#### 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

# Engineering Design and Related Services for the Marsh Road Retaining Wall

Town of Atherton  
Project Summary

Phase	BCA	BKF ENGINEERS	BAGG ENGINEERS	CALLANDER	TOTAL DOLLARS
<b>Phase 1 - Preliminary Engineering</b>					
1.0 Project Management	\$4,284	\$0	\$0	\$0	\$4,284
1.1 Data Collection	\$800	\$830	\$0	\$0	\$1,630
1.2 Field Review	\$6,632	\$0	\$0	\$0	\$6,632
1.3 Topographic Surveys and Base Mapping	\$0	\$16,256	\$0	\$0	\$16,256
1.4 Hydraulic Investigation	\$0	\$12,324	\$0	\$0	\$12,324
1.5 Geotechnical Investigation	\$0	\$0	\$6,000	\$0	\$6,000
1.6 Environmental Technical Studies	\$0	\$1,660	\$0	\$5,648	\$7,308
1.7 Type Selection Memorandum (35% Submittal)	\$18,356	\$0	\$0	\$0	\$18,356
Subtotal Phase 1 (\$)	\$30,072	\$31,070	\$6,000	\$5,648	\$72,790
Direct Costs/Reimbursables	\$600	\$0	\$40	\$400	\$1,040
Fee on Subconsultants (10%)	n/a	\$3,107	\$600	\$565	
<b>Total Dollars</b>	<b>\$30,672</b>	<b>\$34,177</b>	<b>\$6,640</b>	<b>\$6,613</b>	<b>\$78,102</b>
<b>Phase 2 - Final Design &amp; Construction Documents</b>					
2.0 Project Management	\$4,284	\$0	\$0	\$0	\$4,284
2.1 Unchecked Plans (90% Submittal)	\$29,444	\$7,168	\$2,930	\$492	\$40,034
2.2 Checked Plans (100% Submittal)	\$21,680	\$7,906	\$0	\$989	\$30,575
2.3 Construction Documents (Final Design Submittal)	\$4,384	\$7,906	\$0	\$0	\$12,290
2.4 Environmental Documents & Permits	\$0	\$15,448	\$0	\$0	\$15,448
2.5 Services During Bidding	\$1,924	\$1,968	\$0	\$0	\$3,892
Subtotal Phase 2 (\$)	\$61,716	\$40,396	\$2,930	\$1,481	\$106,523
Direct Costs/Reimbursables	\$1,170	\$0	\$0	\$0	\$1,170
Fee on Subconsultants (10%)	n/a	\$4,040	\$293	\$148	
<b>Total Dollars</b>	<b>\$62,886</b>	<b>\$44,436</b>	<b>\$3,223</b>	<b>\$1,629</b>	<b>\$112,174</b>
<b>Totals</b>					
Subtotal Labor Cost	\$91,788	\$71,466	\$8,930	\$7,129	
Direct Costs/Reimbursables	\$1,770	\$0	\$40	\$400	
Fee on Subconsultants (10%)	n/a	\$7,147	\$893	\$713	
<b>Total Dollars</b>	<b>\$93,558</b>	<b>\$78,613</b>	<b>\$9,863</b>	<b>\$8,242</b>	<b>\$190,276</b>
	<b>BCA</b>	<b>BKF ENGINEERS</b>	<b>BAGG ENGINEERS</b>	<b>CALLANDER</b>	<b>TOTAL DOLLARS</b>



# Engineering Design and Related Services for the Marsh Road Retaining Wall

*Town of Atherton*  
Project Summary

Phase	BCA	BKF ENGINEERS	BAGG ENGINEERS	CALLANDER	TOTAL HOURS
<b>Phase 1 - Preliminary Engineering</b>					
1.0 Project Management	24	0	0	0	24
1.1 Data Collection	6	6	0	0	12
1.2 Field Review	52	0	0	0	52
1.3 Topographic Surveys and Base Mapping	0	90	0	0	90
1.4 Hydraulic Investigation	0	92	0	0	92
1.5 Geotechnical Investigation	0	0	44	0	44
1.6 Environmental Technical Studies	0	12	0	50	62
1.7 Type Selection Memorandum (35% Submittal)	148	0	0	0	148
Subtotal Phase 1 (hr)	230	200	44	50	524
<b>Phase 2 - Final Design &amp; Construction Documents</b>					
2.0 Project Management	24	0	0	0	24
2.1 Unchecked Plans (90% Submittal)	240	53	21	4	318
2.2 Checked Plans (100% Submittal)	177	59	0	7	243
2.3 Construction Documents (Final Design Submittal)	35	59	0	0	94
2.4 Environmental Documents & Permits	0	117	0	0	117
2.5 Services During Bidding	14	16	0	0	30
Subtotal Phase 2 (hr)	490	304	21	11	826
<b>Totals</b>					
Total Hours	720	504	65	61	1350
	BCA	BKF ENGINEERS	BAGG ENGINEERS	CALLANDER	TOTAL HOURS



# Engineering Design and Related Services for the Marsh Road Retaining Wall

Town of Atherton

Staff Person-Hour Breakdown: Biggs Cardosa Associates, Inc.

Phase	Principal	Eng. Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior CAD Drafter	Secretarial	Total Hours	Total Dollars
<b>Phase 1 - Preliminary Engineering</b>									
	Rate (\$/hr)	\$190	\$144	\$128	\$108	\$98	\$72		
1.0 Project Management	18	6	0	0	0	0	0	24	\$4,284
1.1 Data Collection		2	4	0	0	0	0	6	\$800
1.2 Field Review	4	8	20	20	0	0	0	52	\$6,632
1.3 Topographic Surveys and Base Mapping								0	\$0
1.4 Hydraulic Investigation								0	\$0
1.5 Geotechnical Investigation								0	\$0
1.6 Environmental Technical Studies								0	\$0
1.7 Type Selection Memorandum (35% Submittal)	6	36	40	40	0	24	2	148	\$18,356
<b>Direct Costs/Reimbursables</b>									
Subtotal Phase 1 (hr)	28	52	64	60	0	24	2	230	
Subtotal Phase 1 (\$)	\$5,320	\$7,488	\$8,192	\$6,480	\$0	\$2,448	\$144		\$30,672
<b>Phase 2 - Final Design &amp; Construction Documents</b>									
2.0 Project Management	18	6	0	0	0	0	0	24	\$4,284
2.1 Unchecked Plans (90% Submittal)	8	60	60	40	0	70	2	240	\$29,444
2.2 Checked Plans (100% Submittal)	8	44	44	20	40	20	1	177	\$21,680
2.3 Construction Documents (Final Design Submittal)	2	6	16	0	0	10	1	35	\$4,384
2.4 Environmental Documents & Permits								0	\$0
2.5 Services During Bidding	1	6	6			1		14	\$1,924
<b>Direct Costs/Reimbursables</b>									
Subtotal Phase 2 (hr)	37	122	126	60	40	101	4	490	
Subtotal Phase 2 (\$)	\$7,030	\$17,568	\$16,128	\$6,480	\$3,920	\$10,302	\$288		\$62,886
<b>Totals</b>									
Total Hours	65	174	190	120	40	125	6	720	
Total Dollars	\$12,350	\$25,056	\$24,320	\$12,960	\$3,920	\$12,750	\$432		\$93,558



# Engineering Design and Related Services for the Marsh Road Retaining Wall

Town of Atherton

Staff Person-Hour Breakdown: BKF Engineers

Phase	Rate (\$/hr)	Principal In Charge	Project Manager	Engineer III	Engineer II	Engineer I	Technician (Eng.)	Clerical	2-Man Survey Crew	Total Hours	Total Dollars
<b>Phase 1 - Preliminary Engineering</b>											
1.0 Project Management											\$0
1.1 Data Collection			2		4					6	\$830
1.2 Field Review			4		20		26		40	90	\$16,256
1.3 Topographic Surveys and Base Mapping			16	16	60					92	\$12,324
1.4 Hydraulic Investigation			4		8					12	\$1,660
1.5 Geotechnical Investigation										0	\$0
1.6 Environmental Technical Studies										0	\$0
1.7 Type Selection Memorandum (35% Submittal)										0	\$0
<b>Direct Costs/Reimbursables</b>											
Subtotal Phase 1 (hr)		0	26	16	92	0	26	0	40	200	\$31,070
Subtotal Phase 1 (\$)		\$0	\$4,394	\$2,240	\$11,316	\$0	\$3,120	\$0	\$10,000		\$31,070
<b>Phase 2 - Final Design &amp; Construction Documents</b>											
2.0 Project Management											\$0
2.1 Unchecked Plans (90% Submittal)		1	12		40					53	\$7,168
2.2 Checked Plans (100% Submittal)		1	12		46					59	\$7,906
2.3 Construction Documents (Final Design Submittal)		1	12		46					59	\$7,906
2.4 Environmental Documents & Permits		1	12	24	80					117	\$15,448
2.5 Services During Bidding					16					16	\$1,968
<b>Direct Costs/Reimbursables</b>											
Subtotal Phase 2 (hr)		4	48	24	228	0	0	0	0	304	\$40,396
Subtotal Phase 2 (\$)		\$880	\$8,112	\$3,360	\$28,044	\$0	\$0	\$0	\$0		\$40,396
<b>Totals</b>											
Total Hours		4	74	40	320	0	26	0	40	504	\$71,466
Total Dollars		\$880	\$12,506	\$5,600	\$39,360	\$0	\$3,120	\$0	\$10,000		\$71,466



# Engineering Design and Related Services for the Marsh Road Retaining Wall

Town of Atherton

Staff Person-Hour Breakdown: Bay Area Geotechnical Group

Phase	Principal Engineer	Project Engineer	Drafter	Clerical	Total Hours	Total Dollars
<b>Phase 1 - Preliminary Engineering</b>						
1.0 Project Management					0	\$0
1.1 Data Collection					0	\$0
1.2 Field Review					0	\$0
1.3 Topographic Surveys and Base Mapping					0	\$0
1.4 Hydraulic Investigation					0	\$0
1.5 Geotechnical Investigation	8	30	4	2	44	\$6,000
1.6 Environmental Technical Studies					0	\$0
1.7 Type Selection Memorandum (35% Submittal)					0	\$0
<b>Direct Costs/Reimbursables</b>						
Subtotal Phase 1 (hr)	8	30	4	2	44	\$40
Subtotal Phase 1 (\$)	\$1,400	\$4,200	\$300	\$100	\$0	\$6,040
<b>Phase 2 - Final Design &amp; Construction Documents</b>						
2.0 Project Management					0	\$0
2.1 Unchecked Plans (90% Submittal)	6	12	2	1	21	\$2,930
2.2 Checked Plans (100% Submittal)					0	\$0
2.3 Construction Documents (Final Design Submittal)					0	\$0
2.4 Environmental Documents & Permits					0	\$0
2.5 Services During Bidding					0	\$0
<b>Direct Costs/Reimbursables</b>						
Subtotal Phase 2 (hr)	6	12	2	1	21	\$0
Subtotal Phase 2 (\$)	\$1,050	\$1,680	\$150	\$50	\$0	\$2,930
<b>Totals</b>						
Total Hours	14	42	6	3	65	\$8,970
Total Dollars	\$2,450	\$5,880	\$450	\$150	\$0	\$8,970



## Engineering Design and Related Services for the Marsh Road Retaining Wall

Town of Atherton  
Staff Person-Hour Breakdown: Callander Associates Landscape Architecture, Inc.

Phase	Rate (\$/hr)	Principal In Charge	Construction Manager	Assistant (3)	Word Processor	Total Hours	Total Dollars
<b>Phase 1 - Preliminary Engineering</b>							
1.0 Project Management						0	\$0
1.1 Data Collection						0	\$0
1.2 Field Review						0	\$0
1.3 Topographic Surveys and Base Mapping						0	\$0
1.4 Hydraulic Investigation						0	\$0
1.5 Geotechnical Investigation						0	\$0
1.6 Environmental Technical Studies		4	24	16	6	50	\$5,648
1.7 Type Selection Memorandum (35% Submittal)						0	\$0
<b>Direct Costs/Reimbursables</b>							
Subtotal Phase 1 (hr)		4	24	16	6	50	\$400
Subtotal Phase 1 (\$)		\$620	\$2,962	\$1,536	\$540	\$0	\$6,048
<b>Phase 2 - Final Design &amp; Construction Documents</b>							
2.0 Project Management						0	\$0
2.1 Unchecked Plans (90% Submittal)			4			4	\$492
2.2 Checked Plans (100% Submittal)		4	3			7	\$989
2.3 Construction Documents (Final Design Submittal)						0	\$0
2.4 Environmental Documents & Permits						0	\$0
2.5 Services During Bidding						0	\$0
<b>Direct Costs/Reimbursables</b>							
Subtotal Phase 2 (hr)		4	7	0	0	11	\$0
Subtotal Phase 2 (\$)		\$620	\$861	\$0	\$0	\$0	\$1,481
<b>Totals</b>							
Total Hours		8	31	16	6	61	\$7,529
Total Dollars		\$1,240	\$3,813	\$1,536	\$540	\$0	\$0

## 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, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF SEPTEMBER 19, 2012**

**SUBJECT: 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**

#### **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.

#### **INTRODUCTION:**

In July 2011, after a competitive procurement process, the City Council selected MCE Corporation to provide public works maintenance and management services for the Town of Atherton. These services included complete maintenance and operations of the Town's streets, park facilities, drainage, Town facilities, library, tennis, and special event support previously performed by Town of Atherton staff. The executed contract was for an initial term from September 16, 2011 through June 30, 2012, with the ability to extend the agreement for two (2) additional one (1) year periods.

MCE Corporation took over Maintenance Services for the Town on September 14, 2011. During the next 9 ½ months, their work plan was continuously directed, monitored, and managed by Town of Atherton staff. The initial contract for the service period of September 14, 2011 through June 30, 2012 was for a not-to-exceed amount of \$472,717.57. The actual cost during this period was \$348,831.

## **ANALYSIS:**

The following provides a brief summary of public works maintenance and operations costs over the past several years:

In fiscal year 2010/2011, all public works maintenance and operations services were provided by Town staff. The total cost to provide public works streets, park, program and facilities was \$1,617,841. In fiscal year 2011/12, services were provided by a combination of Town staff and MCE contract staff. From July 1, 2011 through mid-September 2011, services were provided by Town of Atherton staff. From mid-September through June 30, 2012, services were provided by MCE with the exception of park events which were provided by a separate vendor. The total fiscal year 2011/12 revised budget using the blended staff was \$1,443,191.

The recently approved 2012/13 budget for these same services is \$1,055,480. Based upon staff experience managing and directing our contract maintenance provider, staff and MCE negotiated a refined work program and maintenance and operations budget for fiscal year 2012/13. This work program and budget includes necessary scheduled maintenance activities as well as a budget and work scope to address anticipated operations and maintenance needs for the upcoming fiscal year. The negotiated budget for fiscal year 2012/13 is \$466,207.90. This 12 month contract includes staffing for park events which is an additional service not included in the initial contract. As you can see, compared to FY 2010/11, significant cost savings are being realized by the Town due to the contracting out of these services.

The service agreement for fiscal year 2012/13 contains no price increases in labor, equipment or materials from the original contract, despite anticipated increases in materials cost during the period of this contract. Staff met with MCE to discuss additional potential cost reductions and the implementation of performance standards to be included in the contract extension. As a result, MCE has offered the following items to address requests by Town of Atherton staff per the attached letter dated September 4, 2012 to the Interim Town Manager.

### Contract Cost Reduction

- MCE will reduce labor rates for non-trade prevailing wage work by 1%.

### Performance Standards

- MCE will respond to emergency callouts within 1 hour from notification by authorized public safety or department staff.
- MCE will immediately respond to downed stop signs and perform permanent repairs within 2 hours after notification by authorized Town staff.

- MCE will repair knocked down regulatory signs by the end of the following business day after approval by authorized Town staff. This does not include concrete markers.
- MCE will install regulatory signs within 2 business days after approval by authorized Town staff.
- MCE will respond and temporarily fill potholes within 2 business days after approval by authorized Town staff.

Failure to meet any of the above standards will result in a credit to the Town of \$100 per occurrence.

Staff believes the negotiated not-to-exceed contract represents a fair and competitive price for services. Staff has also been pleased with the partnership and collaboration the Town has developed with MCE which has resulted in identifying cost effective ways of delivering services requested by the Town. Town management staff and MCE management continue to meet on a regular basis. The goal is to not only meet the level of service provided by previous Town staff but to increase it. This coupled with our aggressive streets preventative maintenance program has our streets and park moving forward in a positive direction.

**FISCAL IMPACT:**

The Town has sufficient funds to pay for these services out of the General Fund or revenue/special funds as described below:

Streets	101-53-52031-053	\$206,286.26
Park (including park facilities)	101-57-52031-053	\$138,038.89
Town facilities (others except Library)	101-59-52031-059	\$ 65,074.65
Library (building & grounds)	213-30-52031-000	\$ 21,508.22
Tennis (routine maintenance)	105-58-52031-000	\$ 5,641.50
Event services	<u>101-58-52031-058</u>	<u>\$ 29,658.38</u>
	<b>TOTAL:</b>	<b>\$466,207.90</b>

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Public Works Director

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Theresa DellaSanta,  
Interim City Manager

Attachments: MCE Letter dated September 4, 2012  
Agreement for Contractor Services



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

September 4, 2012

RE: Proposal for Extension of Public Works Maintenance and Maintenance Management Services

Dear Theresa:

MCE Corporation respectfully submits the following request for a contract extension. The current contract expired on June 30, 2012, but has options for the Town to formally extend the contract for up to two one year terms. At this time, we are requesting an extension for one year ending on June 30, 2013. Currently, MCE Corporation is without a contract.

#### Background

In September of 2011, MCE began performing public works maintenance services for the Town after award of the contract through an RFP in July 2011. Previously, the Town had provided these services with their own work force. MCE hired three former Town employees and they continue with MCE in Atherton to this day.

#### Performance

MCE has provided excellent value and service to the Town in that time. Our staff has received numerous compliments about responsiveness, customer service and the much improved condition of Holbrook-Palmer Park.

#### Value

MCE has provided the following to the Town of Atherton:

- A custom designed work order system at no cost to the Town of Atherton. This web based work order system allows the Town's Superintendent to input, approve and track calls for service to MCE.
- A Maintenance Management System (MMS) that tracks the work that MCE performs at all locations and in a variety of activities. Varied reports show planned versus actual costs and accomplishments, invoicing, vandalism and graffiti efforts, labor and equipment cost reports, all in a nearly real time format so costs can be reviewed on a daily basis.
- Experienced resources that support the efforts of the Atherton crews. Specific technical knowledge is always very close and has been utilized throughout the year in Atherton. While there are 4.25 dedicated persons to Atherton, an additional 40 maintenance staff members are available from MCE to assist as needed in a variety of specific trades. In the past year, senior irrigation technicians and building maintenance specialists have been brought in for very short durations to handle specific challenges.

- MCE proposed in its RFP response to provide a volunteer effort each year. This past year, MCE provided for the installation of the Christmas lights at the Library.

### Cost

Significant savings have occurred by contracting with MCE as compared to the previous in house model. The actual amount of savings can only be determined by the Town, but they are significant.

Since the beginning of the project, MCE provided an amended not to exceed work program of approximately \$470,000 in September to account for 9.5 months of the fiscal year. MCE actually spent \$349,000, a reduction of \$121,000. This reduced amount of \$349,000 represents the work actually needed and performed during this period and the new work program of \$472,000 for FY 12-13 reflects this level of service for an entire year. The FY 12-13 Work Program is a not to exceed amount and will be at or lower than that estimated amount.

### For FY 12-13

We understand from staff that, despite the money saved and the increased level of service, the Town is asking for additional elements from MCE to consider relative to an extension. MCE had previously provided a work program and budget for FY 12-13 that reflected no increases to any rates. With respect to the more recent request, MCE will commit to the following:

- MCE can decrease the labor rates for non-trade prevailing wage work by 1%, effective September 1, 2012 for the balance of this fiscal year. Considering the requested, but not required, transition of some previous Town employees and the likelihood that MCE, like most private firms, will continue to see increased medical, other benefit costs and required insurances, MCE is limited in our ability to adjust these rates any further at this time.

MCE will not be able to adjust the trade prevailing wage rates required as part of the work we perform. The amount we have to pay our employees in these trade groups, of course, is set and regulated by the Department of Industrial Relations. If anything, we could use an increase as we have some billable prevailing wage rates in which our costs exceed the billable rate. At this time, we will not solicit the Town for an increase.

- MCE cannot decrease the material and subcontract percentage as these are already the lowest we have in any of our municipal contracts.
- MCE cannot decrease the overhead percentage on subcontracts and materials. These are already the lowest of any of our municipal clients and simply cannot be adjusted.
- Since the workload has stabilized and processes have been developed and put in place, MCE commits to certain basic penalties should response time fall below the standards or expectations that MCE and the Town have jointly developed over the first 9.5 months. They are:
  - Respond to an emergency callout within 1 hour from notification by public safety agency or department or appropriately authorized by Town staff.

- Respond to a downed stop sign immediately and perform permanent repair within 2 hours after notification by authorized Town staff or upon discovery by MCE crews. Permanent repairs in residential areas may not occur until the following morning if the notification occurs after 6 PM so that MCE does not disturb the neighborhood. A temporary repair will be put in place until the following morning.
- Repair knocked down regulatory signs by the end of the following business day after approval of authorized Town staff through the work order system. Concrete markers would not be included in this work.
- Install regulatory signs within 2 business days after approval of authorized Town staff through the work order system.
- Respond to and temporarily fill potholes within 2 business days after approval of authorized Town staff through the work order system.

MCE shall be charged or effectively credit the Town the sum of \$100 per occurrence for failure to adhere to the time lines in the above items.

- MCE will commit to continuing the 1% community volunteer gift. These percentages will hold true if expenditures are within 10% of estimated budget for each fiscal year. The previous fiscal year will be used for determining the amount. For example, MCE spent \$348,832 in FY 11-12. For FY 12-13, MCE will pledge an amount equal to 1% of that amount or \$3,488 for any volunteer labor effort or community oriented gift. This could range from continued installation of Christmas lights or a purchase of some item that would benefit the community such as play equipment or computers at the library, etc...

MCE Corporation is thankful for the opportunity to have served the Town of Atherton during this transition period and looks forward to continuing that relationship. We value our role as a partner with the Town in providing a cost effective and proven alternative to Public Works maintenance that will continue to save the Town money and provide the level of service which Atherton deserves.

Sincerely,  
MCE Corporation

Steve Loweree  
Vice President – Maintenance Division

Cc; Mike Kashawagi – Town of Atherton  
Steve Tyler – Town of Atherton  
Dean McDonald – MCE  
Stan Smalley – MCE  
Jeff Core - MCE

# FIRST EXTENTION OF AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE TOWN OF ATHERTON AND MCE CORPORATION FOR PUBLIC WORKS MAINTENANCE AND MAINTENANCE MANAGEMENT SERVICES

The Agreement for Contractor services (hereinafter "Agreement") entered into the 16th day of September, 2011, by and between the TOWN OF ATHERTON, a California municipal corporation (hereinafter "Town"), and MCE CORPORATION (hereinafter "Contractor") is hereby extended and amended as set forth following pursuant to Paragraph 2 of the Agreement.

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

1. The provisions set forth in the Agreement shall remain in full force and effect except as revised herein.
2. The term of the Agreement as set forth in paragraph 2 is hereby extended for one year from June 30, 2012, to June 30, 2013. The parties agree that pursuant to the base Agreement, one 1-year extension upon consent of the parties remains.
3. The wages set forth in Exhibit A shall remain as stated except that those wages subject to prevailing wage treatment shall be revised in accordance with current wages set forth by the State of California; other wages shown in Exhibit A shall be reduced by 1%.
4. The not-to-exceed amount of total compensation due under the Agreement as established in paragraph 4A is revised to reflect the annual sum of Four Hundred Seventy-two Thousand Dollars (\$472,000.00) for the extended 1-year term.
5. Paragraph 9 referring to Standards of Performance is revised to add the following response time standards and penalty:
  - Response to an emergency callout shall be made within 1 hour of notification by public safety agency or appropriate authorized Town staff;
  - Response to a downed stop sign immediately and perform permanent repair within 2 hours of notification by authorized Town staff although permanent repairs in residential areas may not occur until the following morning if the notification occurs after 6 p.m. to avoid noise disturbance, but a temporary repair will be put in place until the permanent repair the next morning;
  - Repair knocked down regulatory signs by the end of the following business day after notification by authorized Town staff through the work order system; however, concrete markers shall not be included in this matter; and
  - Respond to and make temporary repairs to potholes within 2 business days after notification by authorized Town staff through the work order system.

**TOWN OF ATHERTON – Contractor Svcs Agmt MCE Corp.**

The penalty for non-adherence to these stated time limits shall be the sum of \$100.00 per occurrence.

IN WITNESS WHEREOF, the Town and Contractor do hereby agree to the full performance of the terms set forth herein, including the revisions made in the first extension to the Agreement.

TOWN OF ATHERTON

CONTRACTOR

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
By: William B. Conners  
Title: City Attorney

Council Comments - September 2012 – Jerry Carlson

**C/CAG**

C/CAG Executive Director Richard Nappier announced his unexpected retirement, at the August board meeting.

**Park Foundation**

The Foundation is planning a “recognition” event for its long time members who have supported the park for many years.

**Caltrain**

The Atherton Rail Committee met with Marian Lee, Caltrain Modernization Program director. Studies are continuing on placement of passing tracks and crossing down times at intersections along the corridor. The findings will be summarized at the end of September. Present plans continue to have a certified Electrification EIR by the end of 2014. Discussions with HSR regarding limiting the EIR to basically a two track ‘blended system’ are continuing. Caltrain still hasn’t resolved issues with Southern Pacific concerning electrification and inter city commuter use of the rail corridor.

By 2014, Caltrain plans to start construction for electrification, implementing positive train control by 2015 and implement new electrified rail cars on the line in 2019. They plan no changes in the at-grade vertical alignment except for selected grade separations. The County has available \$250 million Measure A Tax funds for a limited number of installations.

Long range, the capability study indicates no passing tracks will be needed to handle 6 Caltrain trips, at peak hour, going both ways and two HSR trains each way. There is a study being made of a HSR station in Redwood City and how the Dumbarton line would connect with the system.

It is anticipated that a legal challenge will be made concerning the use of Prop. 1A HSR funds for Caltrain’s electrification program which could result in delays and change of schedule.

Caltrain is attempting to put together a corridor city group, including San Francisco and San Jose, to meet in an attempt to find solutions for the corridor. PCC and the San Mateo group representatives will meet with Supervisor Tissier and Caltrain on September 18<sup>th</sup> to study the proposal further.

**San Mateo County Council of Cities**

Meeting was held in Half Moon Bay where a presentation was given by of the U.S. Marshall’s service.

**California Transportation Commission**

Invitations should have been received for a reception to be held for commission members, at the Burlingame Hilton, on September 26<sup>th</sup>.

## ITEM 19A

### Colleagues Letter

Prepared by:

Jim Dobbie & Bill Widmer

We request the Council to support an agenda item for the upcoming October 2012 Council meeting which will address the recent survey and mailings to Atherton voters by the APOA. We believe the mailer, in particular, presents both inaccurate and misleading data with regards to the Council's position on Town Safety, Budget items and Police contract discussions.

Among items which should be addressed in the Town's response we recommend:

- Clarification that the budget Council approved for the Police Department was prepared and accepted, in an unaltered form by the Chief and was built to maintain safety staffing at the current levels and response times at 5 minutes or less
- There have been no council discussions or plans regarding outsourcing of our police function but there has been a Grand Jury report requesting county-wide consolidation of dispatch, which the Town has taken exception to
- The Town maintains extremely low non-dedicated cash reserves
- The S&T funding application was not specified at the time of the parcel tax renewal; however this Council, decided a split of 60/40 with the majority going to support Police was appropriate
- No double digit raises were approved for administrative personnel, however there were two position reclassifications for added responsibilities and experience; similar to the promotion provided to the newest Sergeant. Police salary increases were 3.874% for Police Officers and 1.013% for Sergeants, for a total dollar figure of \$25,734.22
- Our police officers enjoy some of the best benefits in the area including retirement at 50, only 2% contribution towards pension and healthcare and Town (taxpayer paid) healthcare for the officer and spouse for life

We believe the mailer is a scaremongering attempt with misrepresented data by the APOA to attempt to assist in their upcoming contract negotiations and to sway voters to support "their" candidates. We believe the residents need to know the facts. We hope you will support this request for a quick response.