



AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT
January 21, 2009
➤ ***NOTE TIME – 4:30 P.M.***
Meeting Room
Town Administrative Offices
91 Ashfield Road
Atherton, California
Special Meeting

4:30 P.M. ROLL CALL Lewis, Dobbie, Marsala, Carlson, McKeithen

4:32 P.M. PUBLIC COMMENTS

4:35 P.M. CLOSED SESSION

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

Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.
Employee Organization: Miscellaneous - Teamsters Local Union 856

Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.
Employee Organization: Atherton Police Officers Association (APOA)

Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.
Employee Organization: Management Employees

B. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Subsection (a) of Government Code Section 54956.9

John P. Johns vs. the Town of Atherton CIV 479972 Superior Court of California, County of San Mateo

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

Four (4) potential cases

RECONVENE TO OPEN SESSION

Report of action taken.

ADJOURN

Agendas and staff reports may be accessed on the Town website at: www.ci.atherton.ca.us
☛ ***Please contact the City Clerk's Office at 650.752.0500 with any questions.*** Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the City Clerk at (650) 752-0500. Notification of 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (29 CRF 35.104 ADA Title II)



AGENDA
Town of Atherton
CITY COUNCIL STUDY SESSION
January 21, 2009
6:00 P.M.
Meeting Room
Town Administrative Offices
91 Ashfield Road
Atherton, California
Special Meeting

- 6:00 P.M.** **1. ROLL CALL** Lewis, Dobbie, Marsala, J. Carlson, McKeithen
- 6:02 P.M.** **2. PUBLIC COMMENT**
- STUDY SESSION**
- 6:15 P.M.** **3. PRESENTATION BY DON MAYNOR REGARDING A UTILITY
USER TAX**
- 7:00 P.M.** **4. ADJOURNMENT**

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AGENDA
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
JANUARY 21, 2009

7:00 p.m.
TOWN COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California

REGULAR MEETING

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

7:00 P.M. 1. PLEDGE OF ALLEGIANCE

7:03 P.M. 2. ROLL CALL Lewis, Dobbie, Marsala, J. Carlson, McKeithen

7:04 P.M. 3 PRESENTATIONS

- A. Mayor Jerry Carlson – State of the Town**
- B. Police Department, Officer Sherman Hall, Home Video Surveillance**

7:30 P.M. 4. PUBLIC COMMENTS *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*

7:40: P.M. 5. REPORT OUT OF CLOSED SESSION

7:45: P.M. 6. CITY MANAGER'S REPORT

7:55 P.M. 7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT *(Directed by Resolution No. 99-6)*

Atherton Disaster Preparedness Committee – Doug Davivo

8:10 P.M. CONSENT CALENDAR *(Items 8-27)*

(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 MINUTES OF THE SPECIAL CLOSED SESSION MEETING OF DECEMBER 8, 2008, AND SPECIAL CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING OF DECEMBER 17, 2008**
9. **APPROVAL OF BILLS AND CLAIMS FOR DECEMBER IN THE AMOUNT OF \$1,075,297**
10. **ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2008** *(To be delivered under separate cover on Tuesday, January 20, 2009.)*
11. **AWARD OF CONTRACT FOR AUDITING SERVICES**

Recommendation: Approve the Professional/Consulting Services Agreement selecting MAZE & ASSOCIATES as the new independent auditor for the Town's Financial Statements for Fiscal Years 2008-09, 2009-10, and 2010-11 with two one-year options to extend.

12. **APPROVAL OF A PROFESSIONAL/CONSULTING SERVICES AGREEMENT WITH NBS FOR A COST ALLOCATION PLAN, FULL COST RECOVERY STAFF HOURLY LABOR RATES, AND COMPREHENSIVE FEE STUDY**

Recommendation: Approve the professional/consulting services agreement with NBS for a cost allocation plan, full cost recovery staff hourly labor rates, and comprehensive fee study; and authorize the City Manager to execute the agreement.

13. **ADOPTION OF THE CAPITAL ASSETS POLICY**

Recommendation: Adopt the attached Capital Assets Policy.

14. **APPROVAL FOR THE FINANCE DIRECTOR TO ATTEND THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) CONFERENCE**

Recommendation: Approve the Finance Director to attend the GFOA Conference in Seattle, Washington.

15. **APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR MUNICIPAL CIVIL ENGINEERING SERVICES FOR THE REVIEW OF DEVELOPMENT PROJECTS**

Recommendation: Approve an Amendment to the Professional Services Agreement with CSG Consultants, Inc. for Municipal Civil Engineering

services for the review of development projects, in an amount not to exceed \$97,000 for the remainder of Fiscal Year 2008-09.

16. **ADOPTION OF A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE MENLO PARK SCHOOL DISTRICT FOR DISTRICT PARTICIPATION IN AN AMOUNT UP TO \$187,167 IN THE COST OF INSTALLING A TRAFFIC SIGNAL ON MIDDLEFIELD ROAD AT ENCINAL AVENUE**

Recommendation: Adopt a resolution approving a Memorandum of Understanding with the Menlo Park School District (MPSD) for District participation in an amount up to \$187,167 in the cost of installing a traffic signal on Middlefield Road at Encinal Avenue.

17. **APPROVE AN EMERGENCY SERVICES AGREEMENT WITH WATERWORKS FOR PLUMBING SERVICES FOR THE HOLBROOK-PALMER PARK SEWER REPLACEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$63,000**

Recommendation: Accept the proposal and authorize the City Manager to sign an Emergency Services Agreement with Waterworks to provide plumbing services for the Holbrook-Palmer Park Sewer Project in an amount not exceed \$63,000. The City Manager recommends that competitive bidding be dispensed with under Municipal Code Section 3.16.110(1) and (7).

18. **AWARD OF CONTRACT TO J. J. NGUYEN, INC. FOR THE HOLBROOK PALMER PARK FOUNTAIN PROJECT NUMBER 08-006**

Recommendation: Award the contract for the Holbrook Palmer Park Fountain Project, Project No. 08-006 to J. J. Nguyen, Inc., the low bidder on the January 8, 2009, bids, for \$68,637.70, with a 10% construction contingency of \$6,863.70, for a total authorization of \$75,501.47; and to authorize the City Manager to sign the contract on behalf of the Town.

19. **ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUND FOR THE HOLBROOK-PALMER PARK TENNIS COURT REHABILITATION PROJECT**

Recommendation: Adopt a Resolution of the City Council of the Town of Atherton approving the application for Land and Water Conservation Fund (LWCF) for the Holbrook-Palmer Park Tennis Court Rehabilitation project, and committing the required local match of 50%.

20. **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILSEY HAM FOR STREET RECONSTRUCTION FINAL DESIGN SERVICES FOR THE FLETCHER-RIDGEVIEW PROJECT**

Recommendation: Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Wilsey Ham to provide street reconstruction final design services for the Fletcher-Ridgeview Project in an amount not exceed \$37,596, plus a 10% contingency, for a total authorization of \$41,345.

21. **ADOPTION OF A RESOLUTION APPROVING AN AGREEMENT FOR DISTRIBUTION OF SAN MATEO COUNTY MEASURE A FUNDS FOR LOCAL TRANSPORTATION PURPOSES IN ACCORDANCE WITH THE 2004 MEASURE A, EFFECTIVE JANUARY 1, 2009**

22. **APPROVAL OF CITY COUNCIL COMMITTEE ASSIGNMENTS**

Recommendation: Approve Council Committee assignments made by Mayor Jerry Carlson

23. **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER A. JOSEPH & ASSOCIATES FOR PREPARATION OF ENVIRONMENTAL IMPACT DOCUMENTS FOR SACRED HEART SCHOOLS**

Recommendation: Approve the attached Professional Services Agreement with Christopher A. Joseph & Associates for the preparation of Environmental Impact documents for the St. Joseph's School reconstruction and other Master Plan projects at Sacred Heart Schools.

24. **APPROVE ALLOCATING \$5,000.00 FOR PUBLIC OUTREACH AND CREATING AN INTERACTIVE MODEL FOR THE NEW TOWN CENTER**

Recommendation: Approve a total of \$5,000.00 for public outreach and creating an interactive model for the New Town Center; \$1,000.00, or 20%, to come from the 406 account and \$4,000.00, or 80%, to be funded from the fund balance. The \$4,000.00, or 80%, would be allocated as part of the Mid-Year Budget adjustment.

25. **REVIEW OF PROPOSAL FROM PMC FOR EXPANDED BUDGET FOR TOWN OF ATHERTON ZONING CODE UPDATE**

Recommendation: Staff, at the request of the Planning Commission, recommends that the City Council authorize PMC's expanded budget for the zoning code update.

26. PURCHASE OF A DISASTER PREPAREDNESS VEHICLE

Recommendation: Staff recommends that Council authorize the Town to “piggy back” on the City of Redwood City’s competitive bid in order to purchase one Ford Expedition 4x4 disaster management and recovery police vehicle for the fiscal 2008-2009 budget cycle, for a total cost of \$29,007.06.

27. REORGANIZATION OF THE ADMINISTRATION OFFICE AND FINANCE DEPARTMENT (Continued from the City Council meeting of December 17, 2008.)

Recommendation: The City Council approves the City Manager’s request for the following: 1) Eliminate the 0.5 FTE City Clerk position; 2) Assign responsibility for City Clerk duties to the Assistant City Manager; 3) Add 1.0 FTE Executive Assistant/Deputy City Clerk position per attached Job Description; 4) Eliminate the 1.0 FTE Assistant Finance Director position; 5) Add 1.0 FTE Accountant position per attached Job Description; 6) Increase the Finance Assistant position from 0.50 FTE to 0.60 FTE; 7) Layoff 0.25FTE Office Assistant position due to a lack of work at that level; 8) Approve salary range for Executive Assistant/Deputy City Clerk; 9) Approve salary range for Accountant

PUBLIC HEARINGS (Item 28)

- 8:15 P.M. 28. MENLO SCHOOL PHASE III DEVELOPMENT PROJECT AND SEPARATION FROM MENLO COLLEGE; INCLUDING AN INITIAL STUDY, MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM, ZONING ORDINANCE AMENDMENT AND TENTATIVE PARCEL MAP (50 VALPARAISO AVENUE AND 1000 EL CAMINO REAL – APN 070-360-070 and 070-250-190)**

Recommendation: Conduct the public hearing, adopt the Mitigated Negative Declaration and Mitigation Monitoring Program, make the findings listed below, and introduce for first reading the Zoning Ordinance Amendment and Tentative Parcel Map with conditions specified in the draft certificate of approval.

REGULAR AGENDA (Items 29-33)

- 8:55 P.M. 29. CONSIDERATION AND ADOPTION OF A RESOLUTION APPROVING THE OUTSOURCING OF COLLECTION OF BUSINESS LICENSE TAX TO MUNISERVICES, LLC, AND ADD-ON A BUSINESS LICENSE PROCESSING FEE**

Recommendation: Adopt a resolution of the City Council of the Town of Atherton approving the consultant services agreement by and between the Town of Atherton and MuniServices, LLC, and add-on a business license processing fee.

- 9:10 P.M. 30. CONSIDERATION AND APPROVAL OF AN INVESTMENT ADVISORY AGREEMENT – NON-DISCRETIONARY WITH MBIA MUNICIPAL INVESTORS SERVICE CORPORATION; AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT**

Recommendation: Approve the investment advisory agreement – non-discretionary with MBIA Municipal Investors Service Corporation; and Authorize the City Manager to Sign the Agreement

- 9:25 P.M. 31. REVIEW AND GIVE DIRECTION TO STAFF REGARDING A COMMENT LETTER ON THE SCOPE OF STUDY FOR THE CALIFORNIA HIGH SPEED TRAIN PROJECT LEVEL EIR/EIS FROM SAN FRANCISCO TO SAN JOSE**

Recommendation: Review the draft comment letter on the Scope of Study for the California High Speed Train (HST) Project Level EIR/EIS from San Francisco to San Jose prepared by staff, including comments from the Rail Committee, and give direction to staff.

- 9:45 P.M. 32. ADOPTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS, LOCAL UNION NO. 856 (TEAMSTERS REPRESENTING MISCELLANEOUS TOWN EMPLOYEES) AND THE TOWN OF ATHERTON FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2009 (*Continued from the City Council meeting of December 17, 2008.*)**

Recommendation: Adopt the MOU for the period of July 1, 2008 through June 30, 2009.

- 10:00 P.M. 33. ADOPTION OF A RESOLUTION ADOPTING SALARIES AND BENEFITS FOR MANAGEMENT STAFF FOR FISCAL YEAR 2008-09 THROUGH June 30, 2009 (*Continued from the City Council meeting of December 17, 2008.*)**

Recommendation: Adopt a resolution adopting salaries and benefits for Management Staff for Fiscal Years 2008-09 through June 30, 2009.

- 10:15 P.M. 34. COUNCIL REPORTS**

- 10:30 P.M. 35. PUBLIC COMMENTS**

PLEASE NOTE:

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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DRAFT MINUTES
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT
MONDAY, DECEMBER 8, 2008

5:00 P.M.

Meeting Room
Town Administrative Offices
91 Ashfield Road
Atherton, California

SPECIAL MEETING

The meeting was called to order by Mayor Janz at 5:09 p.m.

ROLL CALL

PRESENT: Jim Dobbie
Jerry Carlson
Charles E. Marsala
James R. Janz
Kathy McKeithen

PUBLIC COMMENTS

There were no public comments.

**PUBLIC EMPLOYEE APPOINTMENT, PUBLIC EMPLOYMENT –
pursuant to Government Code Section 54957(b)(1)**

Title: City Attorney

RECONVENE TO OPEN SESSION

Report of action taken.

The Mayor reported out of Closed Session that there was no reportable action taken.

ADJOURN

The meeting was adjourned by Mayor Janz at 6:09 p.m.

Respectfully submitted,

James R. Janz
Mayor

Minutes Prepared by:
Kathi Hamilton



DRAFT MINUTES
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT
December 17, 2008
5:00 P.M.
Meeting Room
Town Administrative Offices
91 Ashfield Road
Atherton, California
Special Meeting

The meeting was called to order by Mayor Janz at 5:20 p.m.

ROLL CALL

PRESENT: Jerry Carlson
Jim Dobbie
Charles E. Marsala
James R. Janz
Kathy McKeithen

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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

Four (4) potential cases

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

Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.
Employee Organization: Miscellaneous - Teamsters Local Union 856

Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.
Employee Organization: Atherton Police Officers Association (APOA)

**Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.
Employee Organization: Management Employees**

C. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Subsection (a) of Government Code Section 54956.9

Town of Atherton vs. P.G.&E CIV 471234 Superior Court of California, County of San Mateo

RECONVENE TO OPEN SESSION

Report of action taken.

City Attorney Marc Hynes reported out of Closed Session as follows:

Regarding Item A, there was action taken on one of the four potential cases as follows:

The Atherton Municipal Code authorizes the collection of a Business License Tax up to the amount of \$250 each year per general contractor and \$150 each year per subcontractor. The Town was collecting only one time, at the issuance of a building permit, business license taxes based on a percentage formula which, in some cases, increased the amount of tax paid by some contractors; this requires a refund. Under the Town's claim ordinance, refunds are to be made for a period of one year back from the time a claim is made. The City Council would be able to seek under-collected or underpaid taxes for as far back as three years. However, the City Council decided to authorize claims for refunds for payments of the business license tax from December 2006 through December 2008, and the City Council will not be going back for the three-year period of under-collection which would otherwise be available. The Town has retained the firm of MuniServices that will work with the Building Department to determine the amount of refunds. The Building Department will collect fees in accordance with the Atherton Municipal Code described above (\$250 for general contractors and \$150 for subcontractors each year) as soon as possible. Refunds will be offset by the annual amounts of \$250 per general contractor and \$150 per subcontractor and those subcontractors must be identified by the claimant. The claimant must also be the same person as paid the business license tax. A Form 1099 will be issued to the claimant at the time of payment of any refund.

There was no reportable action taken on three other potential cases.

Regarding Items B and C, there was no reportable action taken on either item.

ADJOURN

The meeting was adjourned by Mayor Janz at 6:55 p.m.

Respectfully submitted,

James R. Janz
Mayor

Minutes Prepared by:
Kathi Hamilton



DRAFT MINUTES
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
DECEMBER 17, 2008

7:00 p.m.
TOWN COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California

REGULAR MEETING

Mayor Janz called the meeting to order at 7:05 p.m.

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**

PRESENT **Jim Dobbie**
 Jerry Carlson
 Charles E. Marsala
 James R. Janz
 Kathy McKeithen

City Manager Jerry Gruber and City Attorney Marc Hynes were also present.

Mayor Janz moved Item Nos. 23 and 24A & 24B forward to be heard under Section 3, Presentations, between Item Nos. C and D. City Manager Jerry Gruber removed Item No. 25 from the agenda.

3 PRESENTATIONS

- A. Rebecca Elliot, California League of Cities – Presentation to Council Member Charles Marsala**

Rebecca Elliot, California Leagues of Cities, recognized Council Member Charles Marsala for completing two of the three levels of the Mayor and Council Member Academy. Council Member Marsala was one of only five council members in the State who was recognized for his participation in the academy, a voluntary program providing an avenue for mayors and council members to enhance their effectiveness as elected officials. Ms. Elliot presented Council Member Marsala with a plaque of completion. Council Member Marsala noted participation in the League had been a great experience and the training was invaluable.

B. Swearing In of New Police Officer Steve Marshall

Police Chief Glenn Nielsen introduced new Police Officer Steve Marshall, an experienced police officer formerly with the City of Union City and the City of Menlo Park. Acting City Clerk Kathi Hamilton administered the Oath of Office.

C. Introduction of Building Inspector Joe Aiello and the Promotion of Kevin Cittidini to Senior Building Inspector

Building Official Mike Wasmann introduced new Building Inspector/Plan Checker Joe Aiello who grew up in the Bay Area and went to school in Chico. One of his previous jobs was in San Francisco where he worked as a steeple jack, a high elevation construction specialist working on towers bridges and high-rise buildings. He comes to the Town having worked as a dwelling and a certified commercial building inspector formerly from the City of Sacramento, the Town of Live Oak, and the Yuba County.

Building Official Mike Wasmann introduced newly promoted Senior Building Inspector Kevin Cittidini who grew up on the Peninsula, graduated from California State University of Chico, and worked in the Lake Tahoe area as an engineer. He came to the Town of Atherton in 1998 as a temporary building inspector/plan reviewer, eventually landing the full-time position. His promotion would bring the Building Department to another level.

23. ADOPTION OF A RESOLUTION DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2008 (Moved forward from the Regular Agenda.)

MOTION – to adopt Resolution No. 08- “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2008”

M/S Carlson/Marsala

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

24A. INDUCTION OF REELECTED COUNCIL MEMBER KATHY MCKEITHEN AND NEWLY ELECTED COUNCIL MEMBER ELIZABETH LEWIS – OATHS OF OFFICE

Acting City Clerk Kathi Hamilton administered the Oath of Office to Council Members Kathy McKeithen and Elizabeth Lewis.

Pat Dobbie, Atherton, wished the newly inducted Council Members well. She was excited about the new team and new City Manager and the prospects for the Town.

24B. CITY COUNCIL REORGANIZATION – SELECTION OF MAYOR AND VICE MAYOR

Acting City Clerk Kathi Hamilton opened the nominations for the Office of Mayor.

and State Senator Joe Simitian detailing his accomplishments and the many hours of dedicated service to the Town.

Council Member Marsala presented a Resolution from the County Board of Supervisors to Mayor James R. Janz. The Resolution recognized Mayor Janz' 20 years of service to the Town by serving on the General Plan Committee, the Planning Commission, and the City Council. Additionally, the Resolution acknowledged Mayor Janz' commitment to and leadership regarding train service in and through Atherton. Council Member Marsala presented Mayor Janz his very own train station and a baby bullet train that he could make stop in Atherton each and every time. He thanked Mayor Janz for his longtime service.

Jack Ringham, Atherton, read a lighthearted poem he composed that mentioned members of the Council, the City Attorney, the City Manager, and Chief Nielsen. The majority of the poem was dedicated to Mayor Janz and his many accomplishments.

Former Mayor and Council Member Alan Carlson offered his congratulations to Council Member McKeithen on her reelection and Council Member Lewis on her election to the Council, as well as newly sworn in Mayor Jerry Carlson. He noted that the 18 years of dedicated public service and contributions of Mayor and Council Member Jim Janz would continue to linger long after his retirement from Council. He thanked him for his service.

Mayor Jerry Carlson presented Mayor Janz with a Mayor's plaque in recognition and appreciation of his year serving as Mayor.

Mayor Janz thanked staff and the City Manager. He thanked the previous and current Council Members and, especially, Mayor Carlson for his invaluable role as confidant and advisor during the past year. He offered three pieces of advice for the City Council: 1) Honor the role of presiding officer, practice civility in discussions, focus on the issues, and be respectful of others' time; 2) Once a decision is made, stand by it and support it whether you were favor of it or not; 3) Rely on the staff to carry out your directions; do not micromanage; your job is to set policy not to manage the Town. He thanked his family for its support. He thanked the public for giving him the opportunity to serve on the Council for eight years, and he believed there was no higher calling than public service.

PUBLIC COMMENTS

Valerie Gardner, Atherton, noted and thanked Mayor Janz for his contributions to the environment. She said 2009 brought new hope to the national political stage and new hope to Atherton. She urged Council to consider evaluating how much time and energy was spent on Town issues based upon the significance of those issues to survival. Dormers might be important but would not matter if, as a community, there was no water. There was a 60% chance of failure of the water system. Levels of carbon dioxide in the atmosphere were above the range recommended by scientists to stay below. Action was necessary to reduce carbon

within the Town. She hoped the Council, as wise and caring individuals, would recognize the urgency of the environmental crisis and take serious steps to reduce the Town's carbon footprint by accelerating the process for stricter green building standards.

MaryAn Ackley, Atherton, spoke in her professional capacity as the CPA for the Pacific Peninsula Group. She said a refund request was filed with the Town on October 21, 2008, for the business license fees that were overcharged on construction projects where the Pacific Peninsula Group was the general contractor for the period from 2003 to October 1, 2008. At the time the refund was filed, she spoke with Finance Director Louise Ho who indicated a special consultant would be hired to take a look at the issue. She understood the issue was potentially addressed in the Closed Session that took place earlier that evening. She requested the status of the refund request. To date, she calculated overcharges in the amount of \$149,876. She hoped a resolution from the Town would be expeditious as she was sure other taxpayers and homeowners who had been over assessed on the fee would also like to hear in the near future.

5. REPORT OUT OF CLOSED SESSION

City Attorney Marc Hynes reported out of Closed Session that the following action was taken on one item under:

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

Four (4) potential cases

There was action taken on one of the four potential cases as follows:

The Atherton Municipal Code authorizes the collection of a Business License Tax up to the amount of \$250 each year per general contractor and \$150 each year per subcontractor. The Town was collecting only one time, at the issuance of a building permit, business license taxes based on a percentage formula which, in some cases, increased the amount of tax paid by some contractors; this requires a refund. Under the Town's claim ordinance, refunds are to be made for a period of one year back from the time a claim is made. The City Council would be able to seek under-collected or underpaid taxes for as far back as three years. However, the City Council decided to authorize claims for refunds for payments of the business license tax from December 2006 through December 2008, and the City Council will not be going back for the three-year period of under-collection which would otherwise be available. The Town has retained the firm of MuniServices that will work with the Building Department to determine the amount of refunds. The Building Department will collect fees in accordance with the Atherton Municipal Code described above (\$250 for general contractors and \$150 for subcontractors each year) as soon as possible. Refunds will be offset by the annual amounts of \$250 per general contractor and \$150 per subcontractor and those subcontractors must be identified by the claimant. The claimant must also be the same person as paid the business

license tax. A Form 1099 will be issued to the claimant at the time of payment of any refund.

There was no reportable action taken on three other potential cases.

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

Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.

Employee Organization: Miscellaneous - Teamsters Local Union 856

Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.

Employee Organization: Atherton Police Officers Association (APOA)

Agency Negotiators: Jerry Gruber, City Manager; Glenn Berkheimer, I.E.D.A.

Employee Organization: Management Employees

There was no reportable action taken.

C. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Subsection (a) of Government Code Section 54956.9

Town of Atherton vs. P.G.&E CIV 471234 Superior Court of California, County of San Mateo

There was no reportable action taken.

6. CITY MANAGER’S REPORT

City Manager Jerry Gruber distributed a memo regarding the need for Study Sessions on the following topics: 1) Discuss, Modify, or Reaffirm the Five Goals and Objectives of the City Council. 2) Discuss the SBWMA, the Norcal Contract, the bond financing, and the San Carlos Agreement. Jesus Nava, Finance Director of Burlingame, would be available for a presentation to consider other options. 3) Discussion of Implementation of Performance Based Measures. 4) Discuss hiring a consulting firm to conduct an Atherton residents’ survey regarding the upcoming Parcel Tax of Utility User Tax. 5) Discuss hiring an investment advisory service to manage the Town’s assets. 6) Discuss Council’s expectations of the City Manager with regard to Council Members’ requests, special projects, communications, weekly meetings, agenda items, policy implementation, teamwork, and the Code of Conduct. He recommended holding a Study Session in February regarding the overall finances, budget process, etc. He suggested continuing this format as his report each month to bring important issues to the Council. He encouraged each Council Member to spend an hour each week meeting with him.

Vice Mayor McKeithen suggested the City Manager could inform the community on a monthly basis in a newsletter-type format, possible through e-mail, what the Council had been doing, what was in the works, and what should be considered in the future. The community had asked for more transparency, and this would allow more involvement in the Town, and would allow Council to get a better pulse of how people feel, and coming from the City Manager would maintain neutrality.

Council Member Dobbie said settling priorities was really important, and changes to priorities could change. He suggested the City Manager inform Council each month on any changes in priorities and where he used his time.

Council Member Lewis said the e-mail notification system had been very helpful in notifying residents about upcoming meetings. She noted the website was cumbersome trying to navigate the agendas, etc. She suggested embedded information in the email, a summary of what the meeting was about, so people would not have to go to the website.

Council Member Marsala asked whether a study was being done on the Road Impact fee.

Finance Director Louise Ho said a study was completed in 2000.

7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT**

None.

CONSENT CALENDAR (Items 8-22)

Vice Mayor McKeithen removed Item No. 10 for discussion. Change language regarding the new Mayor where appropriate. Regarding Item No. 20, add language, "to amend centerline marking list to include the right-turn lane."

Council Member Marsala removed Item No. 20.

MOTION – to approve the Consent Calendar as presented, with the language changes noted above, with the exception of Item Nos. 10 and 20 which were removed for discussion

M/S McKeithen/Dobbie

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

8. **APPROVAL OF MINUTES OF THE SPECIAL CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING OF NOVEMBER 19, 2008**

9. **APPROVAL OF BILLS AND CLAIMS FOR NOVEMBER IN THE AMOUNT OF \$1,877,721**

~~10. **ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR FIVE MONTHS ENDED NOVEMBER 30, 2008**~~

11. ROAD IMPACT FEE REPORT FOR FY 2007-2008 (AB 1600)

Approved the Road Impact Fee Report for FY 2007-2008.

**12. ADOPTION OF A RESOLUTION APPROVING TOWN POLICY – 1.5
ADMINISTRATION OF PERSONNEL RECORDS**

Adopted Resolution No. 08-55, “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON TO APPROVE TOWN POLICY – 1.5 ADMINISTRATION OF PERSONNEL RECORDS”

~~13. ADOPTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS, LOCAL UNION NO. 856 (TEAMSTERS REPRESENTING MISCELLANEOUS TOWN EMPLOYEES) AND THE TOWN OF ATHERTON FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2009 (Continued to the City Council meeting of January 21, 2009.)~~

~~Recommendation: Adopt the MOU for the period of July 1, 2008 through June 30, 2009.~~

~~14. ADOPTION OF A RESOLUTION ADOPTING SALARIES AND BENEFITS FOR MANAGEMENT STAFF FOR FISCAL YEAR 2008-09 THROUGH June 30, 2009 (Continued to the City Council meeting of January 21, 2009.)~~

~~Recommendation: Adopt a resolution adopting salaries and benefits for Management Staff for Fiscal Years 2008-09 through June 30, 2009.~~

15. ADOPTION OF A RESOLUTION RATIFYING FUNDS IDENTIFIED IN RESOLUTION NO. 00-13 TO BE TRANSFERRED FROM THE GENERAL FUND TO THE BUILDING DEPARTMENT’S FUND FOR A REPLACEMENT BUILDING

Adopted Resolution No. 08-53, “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON RATIFYING THE TRANSFER OF FUNDS IDENTIFIED IN RESOLUTION NO. 00-13 FROM THE GENERAL FUND TO A DESIGNATED FUND FOR BUILDING REPLACEMENT.”

16. CONSIDERATION AND ADOPTION OF A RESOLUTION REGARDING TRENCHING THE RIGHT-OF-WAY FOR HIGH-SPEED RAIL THROUGH ATHERTON

Adopted Resolution No. 08-54, “A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON REGARDING MITIGATION OF HIGH-SPEED RAIL BY TUNNELING/TRENCHING THE RIGHT-OF-WAY FOR HIGH-SPEED RAIL THROUGH THE TOWN OF ATHERTON”

17. CITY MANAGER'S SECOND QUARTER UPDATE ON GOALS AND OBJECTIVES AS IDENTIFIED IN THE 2008/2009 BUDGET

Reviewed and accepted the City Manager's update of Goals and Objectives as identified in the 2008/09 Budget.

18. CONSIDERATION OF ADDITIONAL FUNDING FOR ATHERTON DISASTER PREPAREDNESS

1) Re-appropriated \$ 16,650.00 for disaster preparedness from the fund balance that was not spent but was budgeted as part of the 2007/2008 fiscal year budget; 2) Appropriated an additional \$ 23,350.00 as part of the mid- year budget adjustment for disaster preparedness; and 3) Purchasing disaster preparedness equipment and supplies will abide by the Town of Atherton's purchasing policy.

19. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE CROSBY GROUP FOR TIER II SEISMIC EVALUATION SERVICES FOR THE ATHERTON LIBRARY PROJECT

Accepted the proposal and authorized the City Manager to sign a Professional Services Agreement with The Crosby Group to provide Tier II Seismic Evaluation services for the Atherton Library Project in an amount not exceed \$19,500, plus a 10% contingency, for a total authorization of \$21,450.

~~**20. APPROVE CONSTRUCTION OF A RIGHT TURN LANE ON ALEJANDRA AVENUE AT EL CAMINO REAL (Removed and placed on the Regular Agenda for discussion.)**~~

~~**Recommendation: Approve construction of a right turn lane on Alejandra Avenue at El Camino Real.**~~

21. AMEND THE CENTERLINE MARKING LIST TO INCLUDE A RIGHT TURN LANE ON WATKINS AVENUE AT MIDDLEFIELD ROAD

Amended the Centerline Marking List to include striping for left- and right-turn lanes on Watkins Avenue at the Middlefield Road intersection.

22. APPROVAL OF THE RAILROAD CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE PENINSULA CORRIDOR JOINT POWERS BOARD AND THE TOWN OF ATHERTON FOR THE GRADE CROSSING UPGRADES PROJECTS AT FAIR OAKS LANE AND WATKINS AVENUE

Approved the Railroad Construction and Maintenance Agreement between the Peninsula Corridor Joint Powers Board (JPB) and the Town of Atherton for the Grade Crossing Upgrades Projects at Fair Oaks Lane and Watkins Avenue.

PUBLIC HEARINGS (None)

REGULAR AGENDA (Items 23-26)

~~23. ADOPTION OF A RESOLUTION DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2008 (Moved forward under Presentations for action.)~~

~~24A. INDUCTION OF REELECTED COUNCIL MEMBER KATHY MCKEITHEN AND NEWLY ELECTED COUNCIL MEMBER ELIZABETH LEWIS OATHS OF OFFICE (Moved forward under Presentations for action.)~~

~~24B. CITY COUNCIL REORGANIZATION SELECTION OF MAYOR AND VICE MAYOR (Moved forward under Presentations for action.)~~

25. REORGANIZATION OF THE ADMINISTRATION OFFICE AND FINANCE DEPARTMENT

Recommendation: The City Council approves the City Manager's request for the following: 1) Eliminate the 0.5 FTE City Clerk position; 2) Assign responsibility for the City Clerk duties to the Assistant City Manager; 3) Add 1.0 FTE Deputy City Clerk position per attached Job Description; 4) Eliminate the 1.0 FTE Assistant Finance Director positions; 5) Add 1.0 FTE Accountant position per attached Job Description; 6) Increase the Finance Assistant position from 0.50 FTE to 0.60 FTE; 7) Layoff 0.25 FTE Office Assistant position due to lack of work at that level; 7) Approve new funds totaling \$ 21,938.00 to the City Manager's Department budget.

The City Manager removed the item from the agenda.

26. APPROVAL OF THE SILICON VALLEY COMMUNITY FOUNDATION TO RECEIVE FUNDS FOR THE NEW TOWN FACILITY

City Manager Jerry Gruber presented the staff report. Direction was given to the City Manager to contact Silicon Valley Community Foundation to receive funds for a new Town Facility. An Advised Fund Agreement was included in Council's packet. Council was being asked to consider: 1) Appropriating \$10,000 to the 406 fund as seed money for the new facility, 2) Entering into an Advised Fund Agreement with the Silicon Valley Community Foundation; 3) Selecting at least two individuals as the fundraising arm of the Blue Ribbon Task Force who would be responsible for the following areas as outlined in the Advised Fund Agreement: A. Fund Advisor; B. Establishing Donors; C. Primary Contact. City Manager Gruber was willing to act as the primary contact until one was appointed.

Council Member Dobbie reiterated that the Blue Ribbon Task Force (BRTF) should not be involved in fundraising. People needed to be selected for the fundraising component, and someone had volunteered to be chairman.

Council Member Marsala noted that the Silicon Valley Community Foundation (SVCF) was a good program. The BRTF was never intended to be the fundraising arm.

Vice Mayor McKeithen had several questions regarding the investment terms and conditions. She noted the only donations that would be accepted without specific approval were cash and marketable securities. She asked whether any residents in Portola Valley gave donations other than cash and marketable securities.

Council Member Marsala said donations were cash and marketable securities only. A discussion ensued regarding the SVCF investment risks and whether there were any recent return/losses in the last six months, grant disbursement provision, etc.

Council Member Lewis noted her corporation had a charitable fund with SVCF. She believed SVCF was a very reputable and responsible organization.

Council Members Marsala and Lewis were in favor of moving forward with the item.

Council Member Dobbie was in favor of moving forward.

MOTION – to enter to an Advised Agreement with the SVCF and appropriating \$10,000 to the 406 fund as seed money for a new facility subject to the City Manager meeting with the SVCF to provide answers to pertinent questions

M/S McKeithen/Lewis

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR FIVE MONTHS ENDED NOVEMBER 30, 2008

Vice Mayor McKeithen had questions regarding the Finance Report, e.g., why Council Supplies were already 216% of a \$600 budget?

City Manager Gruber said communications with the Council required the distribution of many documents. One of the internal controls being put into place was to consolidate office supply purchasing in one place.

Vice Mayor McKeithen asked for clarification on the City Clerk Contract Services, which was 142.6% of the budgeted amount.

Finance Director Louise Ho explained the total was a combination of the City Manager, Assistant City Manager, Finance Department, and the City Clerk's Department and included unanticipated costs.

Vice Mayor McKeithen noted there was no fee in the budget regarding weddings and park use fees.

Finance Director Ho clarified a fee was not originally setup in the budget. There was acknowledgement that weddings should be broken out into a separate program; however, a budget adjustment had not been made. The adjustments would be made at the mid-year budget review.

Vice Mayor McKeithen noted the City Attorney and legal services contract services were at 62.9% for a five month period.

City Attorney Marc Hynes clarified any Council Member who voted in favor of the original motion could make a motion to reconsider an item.

MOTION – to reconsider and remove Item Nos. 13 and 14, to be returned in January on the Consent Agenda, in order for the public to review and comment on the items

M/S McKeithen/Dobbie

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

27. COUNCIL REPORTS

- Council Member Lewis did not have a report.
- Council Member Dobbie said the Blue Ribbon Task Force had another presentation that was poorly attended. He and Council Member Marsala were considering how to get more public input. A resident volunteered to provide a website that would be informative and contain pictures and materials. He agreed with Council Member Lewis that a comprehensive e-mail list and asked staff to look into the legalities of using e-mail addresses.
- Council Member Marsala thanked Andrea Gemmet for her story in the *Almanac* after the first presentation. A display was put up in the post office offering residents to take the tour, etc. The Environmental Programs Committee met and agreed to put \$1000 of its budget into the film festival put on by the Media Center in Palo Alto, which was a middle school and high school competition regarding environmental consciousness. He asked that the Council consider the tennis courts next year. He said Resolution No. 00-13 also said that \$150,000 a year would be put into building inspection. He believed Council needed to resolve the issue, along with attaining the \$300,000,000 needed for the Building Department's share of a new facility.
- Vice Mayor McKeithen said the Finance Committee met and discussed the investment portfolio, a capital asset policy, a purchasing policy, the parcel tax, a utility user tax, the General Fund balance, and unfunded PERS liability, etc. She attended the San Francisco Airport Community Roundtable meeting and the Peninsula Congestion Relief Alliance meeting.
- Mayor Carlson echoed Mayor Janz' comments regarding a good Town staff team. He was looking forward to working with staff to accomplish goals for the Town. He toured the waste facilities in San Carlos. The County was closed to making a decision in selecting a garbage collector. Burlingame was considering pulling out of the Joint Powers Board. The Grand Jury was looking at the process as it was a \$500 million contract. He was pleased about the upcoming study sessions since gaining consensus among staff and Council regarding goals and objectives was important. He asked that the selection sheets for appointment to Council Committees be distributed. Additionally, Council needed to determine the future/role of the Steering Committee.

28. PUBLIC COMMENTS

Carol Flaherty, Atherton, had comments on Item No. 11. She was very concerned that the discussion that evening did not indicate there was a plan for a road impact study. Two months prior, she filed for a refund of road impact fees and had not received any communication from the Town. She was extremely concerned to find out that \$700,000 of road impact fees had been earmarked for a drainage study of Ridgeview. She emphasized that road impact fees could not be used for drainage issues. Road impact fees should be used for road construction for the damaged caused by a construction project on that part of the road. Fees could not be used for all the general road maintenance in Town and it most definitely could not be used for drainage.

29. ADJOURN

Mayor Carlson adjourned the meeting at 9:25

Respectfully submitted,

**Kathi Hamilton
Acting City Clerk**

TOWN OF ATHERTON
CLAIMS LIST
 December 2008

Payroll Checks #	12453-60,12523-30	\$ 7,040
Direct Deposit	12462-520,12532-92	271,347
Electronic Transfer		102,484
 A/P Checks #	 27467-27674	 694,426
TOTAL		\$1,075,297

I, Jerome Gruber, City Manager of the Town of Atherton, do hereby certify under penalty of perjury that the demands listed above, check numbers 12453-12592 (payroll) and 27467-27674 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,075,297 are true and correct, and that there are sufficient funds for payment.

 Jerome Gruber
 City Manager

The above claims, check numbers 12453-12592 (payroll) and 27467-27674 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,075,297 are true and correct, and are authorized for payment.

 Jerry Carlson
 Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$850,811
105	Tennis	716
201	Special Parcel Tax	274
202	Transportation	-
203	Gas Tax	-
210	Road Construction Impact Fees	144,801
211	Park Grants	28,586
213	Library	3,385
401	General Capital Projects	8,653
402	Storm Drainage	3,600
403	Atherton Channel District	3602
610	Vehicle Replacement	24,236
611	Computer Maint. & Replacement	3,640
612	Administrative Services	1,766
715	Evans Estate	-
716	Flex Spending	827
740	Tree Committee	400
TOTAL		\$1,075,297

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027467	12/02/08	CA STATE DISBURSEMENT UNIT	11/21/08	11.21.08	NON-DEPARTMENTAL	Payroll Deducti	100.62	11/2/08-11/15/08
						Check Totals	100.62	
027468	12/02/08	CALIFORNIA MEDLINK INC.	12/02/08	12.10.08	City Attorney	Attorney - Othe	3,500.00	FITNESS-FOR DUTY MED EVAL-P.D.
						Check Totals	3,500.00	
027469	12/02/08	TEAMSTERS UNION LOCAL 856	11/21/08	11.21.08	NON-DEPARTMENTAL	Payroll Deducti	206.80	11/2/08-11/15/08
						Check Totals	206.80	
027471	12/05/08	A-A LOCK & ALARM INC	11/06/08	190728	Police	Equipment Maint	1,670.08	INSTALL (8) LEVERSETS & REKEY
						Check Totals	1,670.08	
027472	12/05/08	ADAMSON POLICE PRODUCTS	11/14/08	INV12195	Police	Misc Capital Ou	5,412.50	500 EA WIN 223 64 GR POWER POINT
						Check Totals	5,412.50	
027473	12/05/08	AFLAC ATTN: REMITTANCE PROC	11/01/08	296618	NON-DEPARTMENTAL	Payroll Deducti	1,475.22	NOV 08 INSURANCE PREMIUMS W/H
			11/30/08	629517	NON-DEPARTMENTAL	Payroll Deducti	1,453.62	DEC 08 INSURANCE PREMIUMS W/H
						Check Totals	2,928.84	
027474	12/05/08	ALHAMBRA & SIERRA SPRINGS	10/31/08	100827994784	Public Works Admin	Building Suppli	29.23	WATER PARKS DEPT 10/8-10/29/08
					Public Works Admin	Building Suppli	29.23	WATER HP PARK 10/8-10/29/08
						Check Totals	58.46	
027475	12/05/08	APCO INTERNATIONAL MEMBERSH	12/03/08	347082/2009	Police	Membership/Dues	120.00	J. MATTES 2009
						Check Totals	120.00	
027476	12/05/08	AT&T/MCI	11/19/08	T8746072	Police	Communication	15.52	289-9297 10/1-11/24/08
			11/19/08	T8746079	Police	Communication	15.51	323-6452 10/1-11/24/08
			11/19/08	T8746074	Police	Communication	28.43	323-1014 10/1-11/24/08
			11/19/08	T8746075	Police	Communication	14.22	323-1801 10/1-11/24/08
			11/19/08	T8746076	Police	Communication	45.81	323-1802 10/1-11/24/08

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027477	12/05/08	MELANIE BRABENEC	11/19/08	T8746077	Police	Communication	28.75	323-3612 10/1-11/24/08
			11/19/08	T8746078	Police	Communication	122.85	323-6131 10/1-11/24/08
			11/19/08	T8746080	Police	Communication	29.12	323-7653 10/1-11/24/08
			11/24/08	T8769517	Police	Communication	15.88	326-1167 11/1-11/30/08
			11/19/08	T8746081	Police	Communication	155.46	326-2801 10/1-11/24/08
			11/19/08	T8746082	Police	Communication	30.13	328-3220 10/1-11/24/08
			11/20/08	T8750482	Police	Communication	22.63	462-1470 10/01-11/25/08
			11/19/08	T8746102	Police	Communication	25.01	473-9743 10/1-11/25/08
			11/19/08	T8746118	Building	Communication	20.18	688-6500 CENTREX BLDG 10/1-11/25/08
					Police	Communication	174.84	688-6500 CENTREX P.D. 10/1-11/25/08
027478	12/05/08	CA STATE DISBURSEMENT UNIT			Public Works Admin	Communication	221.93	688-6500 CENTREX PARKS 10/1-11/25/08
					Public Works Admin	Communication	47.08	688-6500 CENTREX P.W. 10/1-11/25/08
					Finance	Communication	208.48	688-6500 CENTREX ADMIN 10/1-11/24/08
027479	12/05/08	JEAN CARDONA						
			11/19/08	11.19.08	Public Works Admin	Other Supplies	47.61	REIMB PROPANE FOR OUTDOOR HEATERS
					Public Works Admin	Construction Ma	22.73	REIMB MAIN HOUSE INTERIOR PAINT
					NON-DEPARTMENTAL	Other Contract	51.88	REIMB CLEANING SUPPLIES
					Public Works Admin	Travel & Meetin	163.08	REIMB PARK & REC WALK THRU DINNER
					Public Works Admin	Minor Tools & E	25.30	REIMB PAPER TOWEL HOLDER MAIN HSE KITCHEN
027480	12/05/08	KEVIN CITTADINI						
			11/20/08	5256220	Building	Office Supplies	80.72	REIMB BLDG CODE BOOKS
027481	12/05/08	CLEAN STREET						
			10/31/08	55263	Public Works Admin	Other Contract	2,750.00	2 EA SWEET ENTIRE TOWN

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	2,750.00	
027482	12/05/08	CMTA DIVISION 7 Mary Asturi	12/05/08	12.12.08	Finance	Travel & Meetin	50.00	LUNCHEON, L.HO
						Check Totals	50.00	
027483	12/05/08	COMCAST	10/23/08	877021001016	Public Works Admin	Communication	60.00	INTERNET HP PARK 11/2-12/1/08
						Check Totals	60.00	
027484	12/05/08	CONNOISSEUR COFFEE	11/20/08	48462	City Manager	Office Supplies	42.88	COFFEE - ADMIN
						Check Totals	42.88	
027485	12/05/08	COTTON, SHIRES & ASSOCIATES	11/12/08	112609	Public Works Admin	Other Contract	1,643.77	ATHERTON NEW ROADWAY PHASE IV, PAVEMENT
						Check Totals	1,643.77	
027486	12/05/08	CSG CONSULTANTS	11/12/08	014878	Building	Code enforcement	4,177.45	09/27-10/31/08
027486	12/05/08	CSG CONSULTANTS	11/12/08	014915	Building	Building Inspec	16,486.50	09/27-10/31/08
						Check Totals	20,663.95	
027487	12/05/08	GORDON DERE	11/25/08	11/3-11/14/0	Police	Gas & Oil	254.65	REIMB MILEAGE SWAT COURSE 11/2-11/14/08
						Check Totals	254.65	
027488	12/05/08	FIRST CHOICE	11/28/08	164516	Building	Office Supplies	25.00	NOV 08 PERMIT CTR COFFEE MAKER RENTAL
			11/28/08	164515	City Manager	Office Supplies	25.00	NOV 08 ADMIN COFFEE MAKER RENTAL
			11/24/08	162997	Police	Other Supplies	72.25	NOV 08 COFFEE P.D.
						Check Totals	122.25	
027489	12/05/08	FREEMAN-DESIGNS ANDY FREEMA	11/19/08	ATHPD_002	Police	Other Contract	212.50	ADD PHOTOS TO PD WEBSITE
						Check Totals	212.50	
027490	12/05/08	GOLDFARB & LIPMAN ATTORNEYS	11/19/08	91824	Building	HOUSING ELEMENT	3,720.00	OCT 2008

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027491	12/05/08	GRANITE ROCK CO. #16774 ACC	10/18/08	474940	Public Works Admin	Construction Ma	519.82	1/2" ASPHALT FOR POTHOLES
Check Totals							519.82	
027492	12/05/08	H.T. HARVEY & ASSOCIATES	10/31/08	26160	NON-DEPARTMENTAL	Other Contract	3,601.54	1 EA 3 YEAR ECOLOGICAL CONSULTING SERVIC
Check Totals							3,601.54	
027493	12/05/08	DAVID HOLMKVIST	12/03/08	169 FAIR OAK	Building	Building Permit	2,567.35	REFUND CANCELED BLDG PERMIT 169 FAIR OAK
					Building	Plan Check Fee	1,335.02	REFUND CANCELED PLAN CHECK 169 FAIR OAKS
					NON-DEPARTMENTAL	Business Licens	1,371.60	REFUND CANCELED BUSINESS LICENS 169 FAI
					NON-DEPARTMENTAL	Road Impact Fee	2,705.10	REFUND CANCELED ROAD IMPACT FEE 169 FAIR
Check Totals							7,979.07	
027494	12/05/08	HOME DEPOT CREDIT SERVICES	10/17/08	16330	Public Works Admin	Facility Repair	136.14	SIDING TO REPAIR PM TRAILER
			10/21/08	6031422	Public Works Admin	Facility Repair	42.65	SIDING TO REPAIR PM TRAILER
			10/21/08	6106657	Public Works Admin	Facility Repair	76.25	CAULK/NAILS/TAPE REPAIRS TO PM TRAILER
			10/27/08	100079	Public Works Admin	Construction Ma	181.21	PLYWOOD PM TRAILER REPAIR
			11/04/08	2303550	NON-DEPARTMENTAL	Other Contract	222.28	ICEBERG-CITY MGRS HOUSE
Check Totals							658.53	
027495	12/05/08	DAVID HUYNH	11/14/08	OCT 08	Public Works Admin	Gas & Oil	204.16	REIMB OCT 2008 MILEAGE
Check Totals							204.16	
027496	12/05/08	ICLEI LOCAL GOVERNMENTS FOR	11/24/08	M2008-492	Building	Membership/Dues	600.00	2009 ANNUAL DUES
Check Totals							600.00	
027497	12/05/08	IMAGE SOURCE	11/19/08	3340	City Council	Travel & Meetin	446.03	INTERCOM RENTAL 11/19/08 COUNCIL MEETING
			10/02/08	3319	Public Works Admin	Other Supplies	347.50	RENTAL PA SYSTEM 10/02/08
Check Totals							793.53	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027498	12/05/08	INTERMOUNTAIN ELECTRIC COMP	09/26/08	013078	Public Works Admin	Facility Repair	3,564.00	ELECTRICAL REPAIR HP PARK MAIN HOUSE
						Check Totals	3,564.00	
027499	12/05/08	JOHN DEERE LANDSCAPES GREEN	10/29/08	23292033	Public Works Admin	Utilities	20,537.43	SOLAR SPRINKLERS & TIMERS-EL CAMINO REAL
						Check Totals	20,537.43	
027500	12/05/08	LIEBERT CASSIDY WHITMORE IN	10/31/08	95137	City Attorney	Attorney - Othe	1,566.00	OCT 2008
						Check Totals	1,566.00	
027501	12/05/08	DANIELA LINIGER PHOTOGRAPHE	11/05/08	1053	Police	Other Contract	1,025.00	PHOTO FEE PD - 7 GROUP PORTRAITS M/A H.S
			11/05/08	1054	Police	Other Contract	497.00	COLOR PHOTO P.D. SINGLE ON LOCATION
						Check Totals	1,522.00	
027502	12/05/08	LYNGSO GARDEN MATERIAL	11/12/08	765158	Public Works Admin	Landscape Suppl	712.29	PLAYGROUND FIBER HP PARK
						Check Totals -	712.29	
027503	12/05/08	MAIN STAR PRODUCTIONS	11/18/08	1376	City Council	Travel & Meetin	400.00	12 X 16 PLATFORM RENTAL 11/19/08 COUNCIL
						Check Totals	400.00	
027504	12/05/08	NEAL MARTIN & ASSOCIATES	10/31/08	935	Building	Contract Planne	16,792.78	GENERAL SERVICES OCT 2008
027504	12/05/08	NEAL MARTIN & ASSOCIATES	10/31/08	935-1	Building	Contract Planne	7,062.01	SPECIAL PROJECTS OCT 2008
						Check Totals	23,854.79	
027505	12/05/08	MENLO PARK POLICE DEPT. SUS	11/25/08	12.09.08	Police	Special Events	90.00	RECORDS LUNCHEON 12/09/08, MATTES, GUERR
						Check Totals	90.00	
027506	12/05/08	JANELLE MILLER	12/03/08	11/12-11/13/	Police	Training - POST	14.50	MEALS/PARKING DISPATCHER TRAINING 11/12-
					Police	Gas & Oil	11.02	REIMB MILEAGE DISPATCHER TRAIN 11/12-11/
					Police	Training - POST	8.05	REIMB MEAL ACTIVE SHOOTER COURSE 11/20/0
					Police	Gas & Oil	4.08	REIMB MILEAGE ACTIVE SHOOTER COURSE 11/2

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
Check Totals							37.65	
027507	12/05/08	PENINSULA CUSTOM HOMES	12/02/08	228 PARK	NON-DEPARTMENTAL	Building Deposi	4,440.00	REFUND RECYCLING DEPOSIT 228 PARK
Check Totals							4,440.00	
Check Totals							3,222.18	11/16-11/29/08
027508	12/05/08	PUBLIC EMPLOYEES RETIREMENT	12/04/08	12.05.08	NON-DEPARTMENTAL	Payroll Deducti	47,694.50	11/16-11/29/08
Check Totals							50,916.68	
027509	12/05/08	BRUCE POTTS	11/24/08	11.24.08	Police	Special Events	909.96	AMARDS FOR DARE RED RIBBON WINNERS
027509	12/05/08	BRUCE POTTS	11/25/08	11/17-11/20/	Police	Training - POST	64.22	REIMB MEALS TACTICAL RILFE 11/17-11/20/0
Check Totals							1,137.98	
027510	12/05/08	R & B COMPANY ACCOUNTING DE	10/28/08	S1160028.001	Public Works Admin	Construction Ma	46.07	(2) STEEL COUPLINGS
Check Totals							44.71	MANHOLE COVERS
027511	12/05/08	REDWOOD GENERAL TIRE	10/09/08	414661	Public Works Admin	Equipment Maint	35.69	FLAT REPAIR/WHEEL BARROW
Check Totals							35.69	
027512	12/05/08	REPUBLIC ITS	11/10/08	0810534	Public Works Admin	Traffic Mainten	418.68	OCT 2008
Check Totals							418.68	
027513	12/05/08	SABRO COMMUNICATIONS INC	11/07/08	1426-APD	Police	Other Contract	5,660.00	LABOR & MATERIALS TO INSTALL VOICE DATA
Check Totals							5,660.00	
027514	12/05/08	COUNTY OF SAN MATEO HEALTH	11/14/08	AC0809	Police	Other Contract	44,163.00	REIMB FY 2008-09 ANIMAL CONTROL COST
Check Totals							44,163.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027515	12/05/08	SAN MATEO CO TRAINING MGRS	12/02/08	12.09.08	Police	Travel & Meetin	25.00	WINTER LUNCHEON 12/9/08 J.FREW
						Check Totals	25.00	
027516	12/05/08	SHARP ELECTRONICS CORPORATI	11/24/08	AR148878	Public Works Admin	Office Machines	159.98	P.M. COPIER MAINT 11/12-12/11/08
			11/12/08	AR146359	Public Works Admin	Office Machines	116.24	P.M. CONTRACT OVERAGE 10/12-11/11/08
					City Manager	Office Machines	132.31	ADMIN CONTRACT OVERAGE 10/16-11/15/08
						Check Totals	408.53	
027517	12/05/08	STUBBS & LEONE	11/05/08	NOV.5.2008	City Attorney	Attorney - Othe	1,040.50	OCT 2008
			11/05/08	NOV-5-2008	City Attorney	Attorney - Othe	1,828.00	OCT 2008
			11/05/08	NOV,5,2008	City Attorney	Attorney - Othe	816.50	OCT 2008
						Check Totals	3,685.00	
027518	12/05/08	SUSTAINABLE SILICON VALLEY	11/28/08	441	Building	Membership/Dues	1,000.00	2009 ANNUAL PARTNERSHIP
						Check Totals	1,000.00	
027519	12/05/08	TASER INTERNATIONAL	11/21/08	SI1135976	Police	Equipment Maint	900.00	REPAIR/MAINTENANCE 2 TASERS
						Check Totals	900.00	
027520	12/05/08	TEAMSTERS LOCAL 856 H & W	12/01/08	DEC 2008	NON-DEPARTMENTAL	Payroll Benefit	4,513.50	PREMIUMS DEC 2008
						Check Totals	4,513.50	
027521	12/05/08	TEAMSTERS UNION LOCAL 856	12/04/08	12.05.05	NON-DEPARTMENTAL	Payroll Deducti	206.80	DUES 11/16-11/29/08
						Check Totals	206.80	
027522	12/05/08	TEE'S PLUS	11/21/08	289329	Police	Special Events	79.02	(100) DARE RULERS
					NON-DEPARTMENTAL	Sales/User Use	-6.02	SALES TAX PAYABLE
						Check Totals	73.00	
027523	12/05/08	TERMINIX PROCESSING CENTER	11/07/08	1721738	NON-DEPARTMENTAL	Other Contract	108.00	NOV 08 PEST CONTROL

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027524 12/05/08 THALES CONSULTING INC.							108.00	
			10/04/08	177	Finance	Audit & Financi	2,470.00	FY 2007-08 ANALYSIS/CREAT/AMMEND BUDGET
027525 12/05/08 UNIFIRST CORP.							2,470.00	
			11/12/08	294811	Public Works Admin	Check Totals		
					Public Works Admin	Uniforms	54.11	LAUNDRY SERVICE STREETS 11/2-11/8/08
					Public Works Admin	Uniforms	29.49	LAUNDRY SERVICE GROUNDS 11/2-11/8/08
					Public Works Admin	Uniforms	14.63	LAUNDRY SERVICE PARKS 11/2-11/8/08
					Public Works Admin	Custodial Servi	133.99	MATS-PARK 11/2-11/8/08
027526 12/05/08 AGI PUBLISHING DBA: VALLEY							232.22	
			11/01/08	9982221/11-0	Public Works Admin	Check Totals		
						Advertising/Pub	1,008.00	HP PARK NOV 08
027527 12/05/08 VISION SERVICE PLAN ATTN: A							1,008.00	
			11/19/08	00 237065 00	NON-DEPARTMENTAL	Check Totals		
						Payroll Benefit	632.50	DEC 08 VISION PREMIUMS
027529 12/05/08 PUBLIC EMPLOYEES RETIREMENT							632.50	
			11/29/08	11.29.08	NON-DEPARTMENTAL	Check Totals		
						Payroll Benefit	108.45	ADDITIONAL PERS RATE CHANGE 6/29/7/12/08
					NON-DEPARTMENTAL	Payroll Benefit	96.31	ADDITIONAL PERS RATE CHANGE 7/13-7/26/08
027531 12/12/08 A-A-A RENTALS INC							204.76	
			12/08/08	4999999	Public Works Admin	Check Totals		
						Rent - Tools &	79.70	RENTAL - VIBPLATE COMPACTOR FOR LLOYDEN
027532 12/12/08 ACTION TOWING							79.70	
			12/01/08	245387	Police	Check Totals		
						Equipment Maint	50.00	TOW POLICE CAR #3 LIC #1307371
027533 12/12/08 ALHAMBRA & SIERRA SPRINGS							50.00	
			11/28/08	4981889/11-0	Finance	Check Totals		
			11/28/08	6491584/11-0	Building	Office Supplies	84.65	WATER ADMIN 11/12-11/26/08
			11/28/08	4981709/11-0	Police	Office Supplies	55.09	WATER BLDG DEPT 11/26/08
						Other Supplies	217.62	WATER POLICE 11/12-11/26/08

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027534	12/12/08	ALLEGRA PRINT & IMAGING DEA	12/01/08	40408	Police	Check Totals	357.36	
			12/01/08	40422	Police	Other Supplies	84.14	BUSINESS CARDS, S. HALL
					Police	Other Supplies	89.74	BUSINESS CARDS, D. DEVLUGT
027534	12/12/08	ALLEGRA PRINT & IMAGING DEA	12/08/08	40449	Police	Other Supplies	89.70	BUSINESS CARDS S. MARSHALL
Check Totals							263.58	
027535	12/12/08	JAVIER ANDRADE	12/08/08	11.20.08	Public Works Admin	Travel & Meetin	20.00	REIMB MSA MEETING 11/20/08
Check Totals							20.00	
027536	12/12/08	AT&T PAYMENT CENTER	11/19/08	325-2677/11-	Public Works Park	Communication	48.75	HP PARK ELEVATOR PHONE 11/19-12/18/08
Check Totals							48.75	
027537	12/12/08	AT&T/MCI	12/03/08	T8797458	Police	Communication	45.36	252-8343 11/1-12/6/08
			12/03/08	T8798564	Police	Communication	220.89	271-5840 11/1-12/6/08
			12/03/08	T8792170	Police	Communication	118.85	281-1953 11/1-12/6/08
			12/03/08	T8800073	Police	Communication	64.76	451-6689 11/1-12/6/08
			12/03/08	T8800074	Police	Communication	64.76	451-6690 11/1-12/6/08
			12/03/08	T8800075	Police	Communication	97.90	451-6691 11/1-12/6/08
Check Totals							612.52	
027538	12/12/08	ATKINSON-FARASYN	12/11/08	NOV08	City Attorney	City Attorney R	9,213.26	NOV 1 - NOV 30, 2008
					City Attorney	Litigation Serv	11,076.01	NOV 1 - NOV 30, 2008
Check Totals							20,289.27	
027539	12/12/08	COLANTUONO & LEVIN, PC	12/04/08	17799	City Attorney	Attorney - Othe	489.50	PROFESSIONAL SERVICES -TAXES AND FEES 12
Check Totals							489.50	
027540	12/12/08	COMMERCIAL ENVIRONMENT LAND	12/01/08	2213-1208	Public Works Admin	Contract Lndscp	2,557.19	DECEMBER 2008 TOWN HALL
Check Totals							2,557.19	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027541	12/12/08	CRITICAL REACH	12/05/08	9-26	Police	Other Contract	260.00	2009 FEE FOR TRAK-CRITICAL REACH PHOTO B
						Check Totals	260.00	
027542	12/12/08	CUSTOM IRON & CASTING WORKS	12/12/08	12.12.08	Public Works Admin	Other Contract	5,000.00	1 REPAIR TO DAMAGED ANTIQUE LAMP POST NO
						Check Totals	5,000.00	
027543	12/12/08	DEPARTMENT OF JUSTICE ACCOU	12/05/08	712060	Police	Other Contract	64.00	FINGERPRINT APPS NOV 08
						Check Totals	64.00	
027544	12/12/08	DOUGLAS PRINTERS	11/30/08	7919	City Manager Building	Advertising/Pub Office Supplies	568.31 167.79	POSTCARD PRINTING BUSINESS CARDS, M.WASMAN, K.CITTADINI,
						Check Totals	736.10	
027545	12/12/08	FIRST CHOICE	11/28/08	164559	Public Works Admin	Office Supplies	25.00	COFFEE MAKER RENTAL CORP YARD NOV 08
						Check Totals	25.00	
027546	12/12/08	GALEDRIGE CONSTRUCTION INC.	11/21/08	APPLICATION	NON-DEPARTMENTAL NON-DEPARTMENTAL	Other Contract Other Contract	100,000.00 28,585.90	STEVICK RECONSTRUCTION PROJECT 08-002 TO STEVICK RECONSTRUCTION PROJECT 08-002 TO
						Check Totals	128,585.90	
027547	12/12/08	DIANE GORMAN	12/08/08	41 FAIRVIEW	NON-DEPARTMENTAL	Building Deposi	5,000.00	REFUND UTILITY BOND 41 FAIRVIEW
						Check Totals	5,000.00	
027548	12/12/08	TROY HENDERSON SR.	12/08/08	OCT/NOV	Public Works Admin. Public Works Admin	Communication Communication	20.00 20.00	REIMB MSA MEETING 11/20/08 REIMB MSA MEETING 10/16/08
						Check Totals	40.00	
027549	12/12/08	LOUISE HO	12/08/08	12.08.08	Finance	Training & Safe	15.50	REIMB HARRIS CONFERENCE EXP, L.HO
						Check Totals	15.50	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027550	12/12/08	IEDA, INC.	12/01/08	14948	City Manager	Other Contract	1,000.00	LABOR RELATIONS CONSULTING 12/1-12/31/08
						Check Totals	1,000.00	
027551	12/12/08	INFORMATION SERVICES ATTN:	12/08/08	1YAT10811	NON-DEPARTMENTAL	Other Contract	152.00	MICROWAVE MAINT NOV 2008
					Police	Other Contract	1,166.33	CLETS/MICROWAVE MAINT NOV 08
						Check Totals	1,318.33	
027552	12/12/08	INTERNATIONAL TRAINING RESO	12/05/08	1/13-15/09	Police	Training - Post	200.00	CRITICAL INCIDENT MGMT & TACTICS, A.KOC
						Check Totals	200.00	
027553	12/12/08	JENSEN LANDSCAPE SERVICE, I	11/25/08	069450	Public Works Admin	Contract Lndscp	2,225.00	DECEMBER 2008 HP PARK
						Check Totals	2,225.00	
027554	12/12/08	KREFELD'S AWARD CTR.	11/25/08	19316	Police	Other Supplies	189.44	NAME PLATES FTO, COMP ROOM, SGTS MADSEN
						Check Totals	189.44	
027555	12/12/08	LEAGUE OF CALIFORNIA CITIES	12/08/08	12.08.08	City Council	Membership/Dues	100.00	2008-2009 ANNUAL DUES
						Check Totals	100.00	
027556	12/12/08	LEGACY ROOFING	12/12/08	99 BELBROOK	NON-DEPARTMENTAL	Building Deposi	575.00	REFUND RECYCLING DEPOSIT 99 BELBROOK
						Check Totals	575.00	
027557	12/12/08	DANIELA LINIGER PHOTOGRAPHE	12/01/08	1055	Police	Other Supplies	169.95	20 X 24 GROUP DEPT PHOTO
						Check Totals	169.95	
027558	12/12/08	HERIBERTO LOPEZ	12/08/08	11.20.08	Public Works Admin	Travel & Meetin	20.00	REIMB MSA MEETING 11/20/08
						Check Totals	20.00	
027559	12/12/08	MANAGEMENT PARTNERS INC	10/31/08	3349	City Attorney	Other Contract	5,000.00	CITY ATTY SELECTION PROCESS OCT 08
			11/25/08	3386	City Attorney	Other Contract	3,751.00	CITY ATTY SELECTION PROCESS NOV 08

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027560	12/12/08	MID-PENINSULA ANIMAL HOSPIT	11/21/08	392487	Police	Other Contract	-7,600.00	RETURNED PAYMENT
						Check Totals	1,151.00	
						K-9 Expenses	18.00	MAIL TRIM - ZAR
						Check Totals	18.00	
027561	12/12/08	KRISTEN NICHOLS	12/09/08	12/1-12/5/08	Police	Training - Post Gas & Oil	55.11 87.75	REIMB MEALS FTO TRAINING 12/1-12/5/05 REIMB MILEAGE FTO TRAINING 12/1-12/5/05
						Check Totals	142.86	
027562	12/12/08	NORCAL COATINGS	12/12/08	12.12.08	NON-DEPARTMENTAL	Other Contract	8,000.00	1 EA 160 WATKINS; REMOVE DOUBLE FRENCH D
						Check Totals	8,000.00	
027563	12/12/08	OFFICE DEPOT	11/20/08	445679206-00	Building	Office Supplies	28.73	MAGNETIC PLANNING KIT-BLDG
						Check Totals	28.73	
027564	12/12/08	HSBC BUSINESS SOLUTIONS	11/06/08	047600003176	Police	Non-Cap Off Mac	995.86	CHAIR/SHELF/DESK/FILES/DESKPADS
						Check Totals	995.86	
027565	12/12/08	OJO TECHNOLOGY	12/09/08	1895	Police	Non-Cap Tools &	344.00	MILESTONE CAMERA LICENSE
						Check Totals	344.00	
027566	12/12/08	ORCHARD SUPPLY HARDWARE	10/23/08	578097001036	Public Works Admin	Minor Tools & E	32.96	TRUCK ROPE
					Public Works Admin	Minor Tools & E	6.48	5/32" DUO PACK PHILLIPS
					Public Works Admin	Minor Tools & E	58.86	SANZALL BLADES & LAG SCREW-BOLT
					NON-DEPARTMENTAL	Construction Ma	80.91	SOLAR LIGHTS & FLOOD LIGHT
					Public Works Park	Landscape Suppl	60.23	PLANTS FOR HP PARK
					Public Works Park	Facility Repair	27.03	ENTRY LOCK CARRIAGE HOUSE
					Public Works Park	Landscape Suppl	56.24	PLANTS FOR PAVILLION GARDEN
					Public Works Park	Facility Repair	24.10	DOOR LATCH FOR PAVILLION REPAIRS
					Public Works Park	Construction Ma	96.01	HEATER FILTER FOR ALL HP PARK BLDGS
					Public Works Park	Landscape Suppl	69.19	CLEANERS & PLANTS FOR PARK

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027567	12/12/08	PACIFIC PENINSULA GROUP	12/12/08	85 ISABELLA	NON-DEPARTMENTAL	Building Deposi	5,000.00	REFUND 2ND UTILITY BOND 85 ISABELLA
						Check Totals	581.26	
027568	12/12/08	PENINSULA CONCRETE	12/08/08	589	Public Works Admin	Other Contract	10,340.05	9 EA SIDEWALK REMOVE & REPLACEMENTS
					Public Works Admin	Other Contract	1,400.00	1 EA 10% CONTINGENCY
						Check Totals	11,740.05	
027569	12/12/08	Pg & E	11/21/08	7457969332-1	Police	Utilities	1,672.34	ELECTRIC 10/24/08-11/20/08 POLICE DEPT
			11/21/08	9166302556-6	NON-DEPARTMENTAL	Utilities	567.69	ELECTRIC 10/24-11/20/08 LIBRARY
			11/21/08	9531312943-9	Public Works Admin	Utilities	136.41	ELECTRIC 10/24-11/20/08 93 DINKELSPIEL S
			11/24/08	3457969588-2	Public Works Admin	Utilities	40.75	ELECTRIC 10/23-11/21/08 SIGNAL EL CAMINO
			11/21/08	9291302548-9	Public Works Admin	Utilities	73.20	ELECTRIC 10/24-11/20/08 CORP OFC & STORA
						Check Totals	2,490.39	
027570	12/12/08	PLATINUM ROOFING	11/18/08	S9218	Public Works Admin	Facility Repair	523.28	REPAIR LEAK AT DAYCARE CENTER
						Check Totals	523.28	
027571	12/12/08	THE POLICE & SHERIFF PRESS,	12/04/08	19378	Police	Other Supplies	22.42	2 SECURE ID CARDS
						Check Totals	22.42	
027572	12/12/08	RECALL SECURE DESTRUCTION S	11/21/08	2303081714	Police	Other Contract	82.62	SHRED DOCUMENTS PD NOV 08
						Check Totals	82.62	
027573	12/12/08	CITY OF REDWOOD CITY FINANC	11/30/08	BR22344	Police	Equipment Maint	1,185.38	VEHICLE MAINT/REPAIR 10/16-11/15/08

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	1,185.38	
027574	12/12/08	ROGER REYNOLDS NURSERY	07/21/08	546099	Public Works Admin	Landscape Suppl	54.10	TREE & SOIL FOR CORPYARD
						Check Totals	54.10	
027575	12/12/08	ROTO-ROOTER SERVICES COMPAN	12/01/08	193-14819208	Public Works Admin	Other Contract	214.00	CLEAN OUT MAIN SEWER LINE - P.D.
						Check Totals	214.00	
027576	12/12/08	SAN FRANCISCO FORD COMMERCI	12/04/08	96804H	NON-DEPARTMENTAL	Vehicles & Acce	24,228.61	1 EA 2009 CROWN VIC POLICE CAR
						Check Totals	24,228.61	
027577	12/12/08	SAN MATEO COUNTY CHAPLAINCY	11/30/08	NOV08	Police	Other Contract	500.00	CHAPLAIN SERVICES NOV 08
						Check Totals	500.00	
027578	12/12/08	SAN MATEO CO SHERIFF'S OFFI	11/30/08	CL01879	Police	Other Contract	397.00	FINGERPRINT PROCESS EVIDENCE NOV 08
						Check Totals	397.00	
027579	12/12/08	SAN MATEO REGIONAL NETWORK,	12/10/08	17757	Police	Other Contract	385.00	MONTHLY ACCESS FEE DEC 08
						Check Totals	385.00	
027580	12/12/08	SCHWAAB INC.	11/18/08	X69108	Public Works Admin	Office Supplies	99.59	NEW DATE STAMP - PUBLIC WORKS
						Check Totals	99.59	
027581	12/12/08	SPRINT	11/29/08	130538811-01	Police	Communication	400.71	MOBILE DATA 10/26-11/25/08
						Check Totals	400.71	
027582	12/12/08	SMRCB ACCOUNTING OFFICE ATT	11/28/08	0812839	NON-DEPARTMENTAL	Other Contract	3,600.00	ANNUAL FEE FOR WASTE DISCHARGE REQUIREME
						Check Totals	3,600.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027583	12/12/08	DARYL D. JONES, INC. DBA TE	12/10/08	39769	Police	Other Contract	934.00	MGNMT & MAINT COMM CTR DEC 08
						Check Totals	934.00	
027584	12/12/08	JOANNE THOMAS-SMITH	12/09/08	12/4-12/5/08	Police	Training - POST	28.91	REIMB MEALS PUBLIC RECORDS ACT 12/4-12/5
					Police	Gas & Oil	241.50	REIMB MILEAGE/BRIDGE TOLLS 12/4-12/5/08
						Check Totals	270.41	
027585	12/12/08	TURBO DATA SYSTEMS INC.	11/30/08	14948	Police	CITATION PROCES	31.84	NOVEMBER 2008
						Check Totals	31.84	
027586	12/12/08	UNIFIRST CORP.	11/19/08	295753	Public Works Admin	Uniforms	404.12	LAUNDRY 10/22-12/3/08
			11/26/08	296716	Public Works Admin	Uniforms	190.34	LAUNDRY 10/22-12/3/08
			12/03/08	297673	Public Works Park	Uniforms	94.82	LAUNDRY 10/22-12/3/08
			10/22/08	291994	Public Works Park	Custodial Servi	346.94	FLOOR MATS 10/22-12/3/08
			10/29/08	292930				
			11/05/08	293870				
			11/12/08	294812				
			11/19/08	295754				
			11/26/08	296717				
						Check Totals	1,036.22	
027587	12/12/08	VOYAGER	11/24/08	869016477811	Police	Gas & Oil	23.75	NOVEMBER 2008 MOTORCYCLES
						Check Totals	23.75	
027588	12/12/08	WITMER-TYSON IMPORTS, INC.	12/02/08	T6927	Police	K-9 Expenses	459.54	TRAINING & MAINT NOV 08
						Check Totals	459.54	
027589	12/12/08	JASON YOAKUM	12/12/08	12.10.08	Police	Training & Safe	10.74	REIMB MEAL SRO TRAINING 12/10/08
					Police	Gas & Oil	37.44	REIMB MILEAGE SRO TRAINING 12/10/08
						Check Totals	48.18	
027592	12/19/08	A-A LOCK & ALARM INC	12/05/08	192223	Police	Equipment Maint	227.48	DRILL OPEN 1 LOCKER LOCK AND REPLACE 2 L

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By LYNN COLLIAU (LCOLLIAU)

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027593	12/19/08	ABAG POWER PURCHASING POOL	12/01/08	8001723	Public Works Park	Utilities	227.48	HP PARK LEVELIZED GAS 10/24-11/21/08
					Public Works Admin	Utilities	263.54	160 WATKINS LEVELIZED GAS 10/24-11/21/08
					Police	Utilities	98.82	POLICE DEPT LEVELIZED GAS 10/24-11/21/08
					NON-DEPARTMENTAL	Utilities	148.24	TOWN HALL LEVELIZED GAS 10/24-11/21/08
					NON-DEPARTMENTAL	Utilities	131.77	LIBRARY LEVELIZED GAS 10/24-11/21/08
					Public Works Admin	Utilities	65.88	CORP OFFICE/STORAGE LEVELIZED GAS 10/24-
						Utilities	115.30	
					Check Totals		823.55	
027594	12/19/08	AFLAC ATTN: REMITTANCE PROC	11/17/08	286761ER	NON-DEPARTMENTAL	Employee Assist	35.00	FLEX SPENDING ACCT FEE
					Check Totals		35.00	
027595	12/19/08	AFLAC ATTN: REMITTANCE PROC	11/30/08	915557	NON-DEPARTMENTAL	Payroll Deducti	1,453.62	JAN 09 INSURANCE PREMIUMS
					Check Totals		1,453.62	
027596	12/19/08	ALHAMBRA & SIERRA SPRINGS	11/28/08	6491592/11-0	Public Works Admin	Office Supplies	55.17	NOV 08 WATER - CORP YARD
					Check Totals		55.17	
027597	12/19/08	RAFI BANDAD	12/15/08	219 CAMINO A	Building	Building Permit	23,599.60	REFUND CANCELED BUILDING PERMIT 219 CAMI
					NON-DEPARTMENTAL	Business Licens	21,344.40	REFUND CANCELED BUSINESS LICENSE 219 CAM
					NON-DEPARTMENTAL	Road Impact Fee	42,095.90	REFUND CANCELED ROAD IMPACT FEES 219 CAM
					Check Totals		87,039.90	
027598	12/19/08	COURTNEY ANN BEHM	08/30/08	AUG 2008	NON-DEPARTMENTAL	Donations/Contr	400.00	DESIGN/EDIT/ELECTRONIC PROD SUMMER/FALL
					Check Totals		400.00	
027599	12/19/08	CA STATE DISBURSEMENT UNIT	12/19/08	92772/12-19-	NON-DEPARTMENTAL	Payroll Deducti	100.62	CHILD SUPPORT WITHOLDING 11/30-12/13/08
					Check Totals		100.62	
027600	12/19/08	CALIFORNIA WATER SERVICE	12/03/08	4726166666/1	Building	Utilities	17.16	WATER SERVICE BDLG DEPT 10/25-11/25/08

CCS.AP Accounts Payable Release 8.2.1 R*APFINVC*COUNCIL.U

By LYNN COLLIAU (LCOLLIAU)

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027601	12/19/08	CCAC TREASURER	11/14/08	2008-2009	City Manager	Utilities	42.70	WATER SERVICE POLICE 10/25-11/25/08
						Utilities	7.36	WATER SERVICE P.M. 10/25-11/25/08
						Utilities	714.56	WATER SERVICE STREETS 10/25-11/25/08
						Utilities	196.32	WATER SERVICE HP PARK 10/25-11/25/08
						Utilities	57.85	WATER SERVICE P.M. BLDGS 10/25-11/25/08
027602	12/19/08	CLARK PEST CONTROL	12/08/08	7805041	Public Works Park	Utilities	39.66	WATER SERVICE LIBRARY 10/25-11/25/08
						Utilities	42.70	WATER SERVICE ADMIN 10/25-11/25/08
						Check Totals	1,118.31	
						Membership/Dues	80.00	CITY CLERKS ASSOCIATION OF CA 2008-2009
						Check Totals	80.00	
027603	12/19/08	CLEAN SOURCE	12/09/08	1817604-00	Public Works Park	Grounds Mainten	780.00	DEC 08 WEED CONTROL HP PARK
						Check Totals	780.00	
						Building Suppli	916.97	TOWELS/CLEANERS TRASH LINERS/TISSUE HP P
						Building Suppli	541.15	TISSUE/TOWELS/DEODORIZER/LIGHTS P.M.
						Check Totals	1,458.12	
027604	12/19/08	CONNOISSEUR COFFEE	12/18/08	49150	City Manager	Office Supplies	19.50	COFFEE - ADMIN
						Check Totals	19.50	
						Code enforcemen	3,129.14	CODE ENFORCEMENT SERVICES NOV 2008
						Building Inspec	11,832.00	SERVICES 11/3-11/18/08
						Check Totals	14,961.14	
027605	12/19/08	CSG CONSULTANTS	12/12/08	015052	Building	Election Expens	52.77	2009 CALIFORNIA ELECTIONS CODE
						Check Totals	52.77	
						Custodial Servi	433.64	TOWN HALL DEC 08
						Custodial Servi	587.96	POLICE DEPT DEC 08
						Custodial Servi	445.59	ATHERTON LIBRARY DEC 08
027606	12/19/08	DFM ASSOCIATES	12/17/08	ZATH001 EC/2	City Manager	Check Totals	52.77	
						Check Totals	52.77	
						Check Totals	52.77	
						Check Totals	52.77	
						Check Totals	52.77	
027607	12/19/08	DIVERSIFIED MAINTENANCE SER	12/01/08	D24638	NON-DEPARTMENTAL	Check Totals	52.77	
						Check Totals	52.77	
						Check Totals	52.77	
						Check Totals	52.77	
						Check Totals	52.77	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027608	12/19/08	EMBARCADERO PUBLISHING CO	11/05/08	ISSUE 45	Public Works Admin	Custodial Servi	161.93	PUBLIC WORKS MODULAR DEC 08
			11/12/08	ISSUE 46	Building	Custodial Servi	205.41	PERMIT CENTER MODULAR DEC 08
			11/12/08	ISSUE-46	Public Works Admin	Custodial Servi	271.70	99 STATION LANE CORP YARD DEC 08
			11/19/08	ISSUE 47				
			11/26/08	ISSUE 48				
						Check Totals	2,106.23	
027609	12/19/08	EMPLOYMENT DEVELOPMENT DEPT	12/03/08	800-4048-8/1	Police	Advertising/Pub	1,044.00	ADVERTISEMENT FOR BIDS - TREE MAINT CONT
						Advertising/Pub	174.00	NOTICE NOV 19, 2008 CHANGE OF LOCATION F
						Advertising/Pub	696.00	ATHERTON NEED FOR ADDITIONAL SPACE FOR P
						Check Totals	1,914.00	
027610	12/19/08	FEDEx KINKOS CUSTOMER ADMIN	11/07/08	510500003730	Public Works Admin	Other Contract	217.36	6 COPIES DRAINAGE STUDY
						Check Totals	217.36	
027611	12/19/08	FIRST CHOICE	12/17/08	175284	Police	Other Supplies	138.55	COFFEE P.D. DEC 08
						Check Totals	138.55	
027612	12/19/08	JEROME GRUBER	12/16/08	12.16.08	City Manager	Travel & Meetin	123.06	REIMB CITY MGR APPRECIATION BREAKFAST FO
						Check Totals	123.06	
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERVI	11/24/08	0612/11-08	Police	Other Contract	1.02	EASY LINK TRAK SERVICES OCT 08
					Police	Communication	24.40	CABLE EQUIPMENT - DISPATCH
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERVI	11/24/08	5440/11-08	Police	Travel & Meetin	91.20	LUNCH - TBW FACILITATOR
					Police	Other Supplies	85.80	(2) 6 MIL BLACK POLYETH
					Police	Other Contract	88.95	ENTERSECT POLICE ONLINE - OCT 08
					Police	Training - POST	1,163.46	IACP CONFERENCE LODGING 11/8-11/12/08 CH
					Police	Training - POST	13.40	CAB RIDE IACP CONFERENCE CHIEF NIELSEN
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERVI	11/24/08	0596/11-08	Police	Training & Safe	242.14	FIREARMS CLEANING SUPPLIES & EAR PROTECT
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERVI	11/24/08	5432/11-08	Police	Training - POST	427.40	LODGING J.YOAKUM BASIC SRO 12/14-12/19/0

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERVI	11/24/08	4373/11-08	Police	Training - POST	231.00	AIRFARE J.YOAKUM SAN JOSE TO SAN DIEGO 1
					Police	Training - POST	757.59	LODGING J.MATTES RIMS CONF. 11/3-11/7/08
					Police	Training - POST	275.00	REGISTRATION FEES IACP CONF, CHIEF NIELS
					Police	Training - POST	175.00	AIRFAIR, CHIEF IACP CONF. SAN DIEGO 11/8
					Police	other Supplies	281.00	INKJET PAPER, PENS, CUPS, PLATES, TEAS
					Police	Training - POST	-189.39	CREDIT J.MATTES LODGING
					Police	other Supplies	152.35	DEPT PICTURES AND FRAMES
					Police	other Supplies	-21.42	CREDIT - RETURN FRAME
					Police	other Supplies	164.45	FRAMES FOR DEPT PHOTO- CITY MANAGER & TA
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERVI	11/24/08	4373/11-08	City Manager	Subscriptions	199.50	WESTERN CITY MAGAZINE SUBSCRIPTION-E.WIL
					City Council	Travel & Meetin	525.00	2009 NEW COUNCIL MEMBERS ACADEMY, SCARAM
					City Council	Travel & Meetin	77.00	CITY COUNCIL MEETING MEAL 11/19/08
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERVI	11/24/08	7190/11-08	Finance	Membership/Dues	110.00	CSMO 2009 DUES, L.HO
					Finance	Training & Safe	15.50	SHUTTLE, HARRIS CONFERENCE 11/5/08
					Finance	Training & Safe	8.00	SHUTTLE, HARRIS CONFERENCE 11/8/08
					Finance	Training & Safe	142.25	LODGING, HARRIS CONFERENCE 11/5-11/7/08
					Finance	Computer Softwa	673.00	(50) SYMANTEC UPGRADE LICENSE
					NON-DEPARTMENTAL	Computer Softwa	166.40	(10) SYMANTEC STANDARD LICENSE
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERVI	11/24/08	4324/11-08	City Manager	Travel & Meetin	25.33	MEAL TO BE REIMBURSED
					City Manager	Travel & Meetin	66.40	LUNCH - CITY HALL TOUR, ORINDA - MARSALA
					NON-DEPARTMENTAL	other Contract	465.32	CURTAIN RODS, CITY MANAGERS HOUSE
					NON-DEPARTMENTAL	other Contract	27.06	ATHERTON GLASS, CITY MANAGERS HOUSE BATH
					City Manager	Computer Suppli	15.00	CONSTANT CONTACT WEBSITE
					City Manager	Travel & Meetin	-211.69	CREDIT HOTEL LLC CONF
					NON-DEPARTMENTAL	other Contract	54.11	CURTAIN RODS CITY MANAGERS HOUSE
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERVI	11/24/08	5465/11-08	City Manager	Travel & Meetin	59.72	LUNCH, COUNCIL MEMBER MARSALA
					Police	other Supplies	264.29	(12) 50 PK GLO STICKS
					Police	Computer Equipm	49.95	SOFTWARE FOR RMC IT
					Police	Equipment Maint	432.99	CELL PHONE REPLACEMENT S.PARDOLA
					Police	other Supplies	377.80	KLEENEX/FOLD TOWELS/FORK/KNIFE/SPOON/TRA
					Police	Equipment Maint	103.89	LAP TOP BATTERY REPLACEMENT, DET.HALL
					Police	Machinery & Equ	111.94	BATON & HOLDER, SGT WADE
					Police	Computer Equipm	157.34	HARDRIVE FOR IN CAR VIDEO COMPUTER
					Police	Office Supplies	186.00	TONER FOR FAX MACHINE DISPATCH
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERVI	11/24/08	5408/11-08	Public Works Admin	Construction Ma	5.95	FLASHING FOR PW TRAILER REPAIR
					Public Works Admin	Training & Safe	218.54	RAINGEAR - STREETS & ENGINEERING
					Public Works Admin	Equipment Maint	916.37	DRIVESHAFIT REPAIR - BACKHOE
					Public Works Admin	Training & Safe	77.51	FIRST AID SUPPLIES
					Public Works Admin	Travel & Meetin	59.01	MEET W/ CALTRANS TO DISCUSS ECR DRAINAGE

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027613	12/19/08	I.M.P.A.C. GOVERNMENT SERV1	11/24/08	5390/11-08	NON-DEPARTMENTAL Public Works Admin	Construction Ma Travel & Meetin	78.18 510.00	LIBRARY CEILING TILES PUBLIC WORKS OFFICERS INSTITUTE 3/25-3/2
						Check Totals	9,931.01	
027614	12/19/08	INTERMOUNTAIN ELECTRIC COMP	11/19/08	013544	NON-DEPARTMENTAL	Other Contract	2,067.00	REPAIR FLOURSCENT LIGHTS IN LIBRARY
			11/19/08	013537	Public Works Park	Other Contract	1,762.00	REPAIR FIXTURES AT ENTRANCE TO HP PARK
			11/19/08	013534	Public Works Admin	Other Contract	1,883.56	TROUBLE SHOOT STREETLIGHTS GREENOAKS/LAR
						Check Totals	5,712.56	
027615	12/19/08	INTERNATIONAL PUBLIC MGMT A	12/03/08	24148252	City Manager	Membership/Dues	145.00	01/01/2009-12/31/2009 E. WILKERSON
						Check Totals	145.00	
027616	12/19/08	IMORQ SYSTEMS	12/04/08	2664	Public Works Admin	Computer Softwa	75.00	INTERNET PAVEMENT MGMT & SUPPORT DEC 08
						Check Totals	75.00	
027617	12/19/08	KREFELD'S AWARD CTR.	12/09/08	19359	City Council	Special Events	318.51	ENGRAVED PLAQUE - MAYOR JANZ
						Check Totals	318.51	
027618	12/19/08	L.C. ACTION POLICE SUPPLY	12/10/08	221274	Police	Non-Cap Tools &	141.33	X12 LUMEN FLASHLIGHT AND MOUNT W/TAIILCAP
						Check Totals	141.33	
027619	12/19/08	AMELIA LASSER	11/01/08	11.01.08	NON-DEPARTMENTAL	Park Deposits	750.00	REFUND PARK DEPOSIT 11/1/08
						Check Totals	750.00	
027620	12/19/08	LEAGUE OF CALIFORNIA CITIES	12/10/08	83115	City Council	Membership/Dues	3,953.00	2009 MAYOR & COUNCIL MEMBERS
						Check Totals	3,953.00	
027621	12/19/08	LYNGSO GARDEN MATERIAL	12/19/08	765575	Public Works Admin	Landscape Suppl	255.47	PLASTER SAND FOR HP PARK
						Check Totals	255.47	

Check #	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027622	12/19/08	NEAL MARTIN & ASSOCIATES	11/30/08	941	Building	Contract Planne	14,186.14	CONTRACT PLANNING SERVICES NOV 2008
027622	12/19/08	NEAL MARTIN & ASSOCIATES	11/30/08	942	Building	HOUSING ELEMENT	2,296.76	MONTHLY PLANNING HOUSING ELEMENT
Check Totals							16,482.90	
027623	12/19/08	OFFICE DEPOT	11/20/08	453919240-00	Building	Office Supplies	312.47	PENS/FOLDERS/TONERS BLDG DEPT
			12/11/08	455365454-00	NON-DEPARTMENTAL	Office Supplies	81.34	FOLDERS/PENS/TAPE
			12/11/08	456080372-00	City Manager	Office Supplies	9.73	WALL CALENDAR M.BRABENEC
					Finance	Office Supplies	364.14	KEYBOARD SHELF - L.HO
Check Totals							767.68	
027624	12/19/08	GARY M. OLSON, PHD.	12/14/08	12.14.08	Police	Other Contract	300.00	PSYCHOLOGICAL EVALUATION, POLICE APPLIC
Check Totals							300.00	
027625	12/19/08	ORCHARD SUPPLY HARDWARE	11/24/08	578097001036	NON-DEPARTMENTAL	Other Contract	25.97	SOLAR MISSION LIGHTS
					Public Works Admin	Construction Ma	23.24	POWER WASH GEAR
					Public Works Admin	Construction Ma	61.91	FILLED PROPANE TANK
					Public Works Admin	Construction Ma	39.90	PIPE WRENCH/DRYWALL SUPPLIES STORAGE RO
					Public Works Admin	Construction Ma	75.76	PAINT FOR P.M. TRAILER
					Public Works Admin	Construction Ma	110.32	P.M. TRAILER REPAIRS & PAINT
					Public Works Admin	Minor Tools & E	23.56	DEMOLITION TOOLS FOR REPAIRS
					NON-DEPARTMENTAL	Construction Ma	12.93	LIBRARY REPAIRS
					Public Works Admin	Construction Ma	55.10	PAINT/ROLLER/CONCRETE PERMIT CTR RAMP RE
					Public Works Admin	Construction Ma	83.33	BOLTS/SHACKLES/NUTS FOR SIGN REPAIRS
					Public Works Admin	Construction Ma	4.35	EYE BOLTS FOR SIGN REPAIRS
					Public Works Admin	Construction Ma	3.67	BOLTS/WASHER/NUTS SIGN REPAIR
					Public Works Admin	Facility Repair	31.38	FAN ASSEMBLY FOR REPAIRS IN MENS RESTROO
Check Totals							551.42	
027626	12/19/08	PAPE' MACHINERY	10/14/08	127045 S	NON-DEPARTMENTAL	Vehicles & Acce	7.00	CA TIRE FEE FOR JOHN DEERE BACKHOE
Check Totals							7.00	
027627	12/19/08	PUBLIC EMPLOYEES RETIREMENT	12/19/08	12.19.08	NON-DEPARTMENTAL	Payroll Deducti	3,202.95	11/30-12/13/08
					NON-DEPARTMENTAL	Payroll Benefit	48,123.12	11/30-12/13/08

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027628	12/19/08	PG & E	12/01/08	5678831191-0	Building	Check Totals	51,326.07	
					Public Works Admin	Utilities	38.97	ELECTRIC BLDG DEPT 10/24-12/01/08
					Public Works Admin	Utilities	116.91	ELECTRIC P.W. 10/24-12/01/08
					Public Works Park	Utilities	3,964.96	ELECTRIC SIGNALS/STREETS 10/24-12/01/08
					Public Works Park	Utilities	168.21	ELECTRIC P.W. GROUNDS 10/24-12/01/08
					NON-DEPARTMENTAL	Utilities	738.09	ELECTRIC HP PARK 10/24-12/01/08
					NON-DEPARTMENTAL	Utilities	315.05	ELECTRIC ADMIN/TOWN HALL 10/24-12/01/08
						Check Totals	5,342.19	
027629	12/19/08	CITY OF REDWOOD CITY INFORM	11/30/08	BR22415	NON-DEPARTMENTAL	Other Contract	2,800.63	I.T. SERVICES NOVEMBER 2008
						Check Totals	2,800.63	
027630	12/19/08	S M CO SHERIFF'S OFFICE COU	12/11/08	7963	City Manager	Personnel Admin	36.00	LIVE SCAN SERVICES NOV 08
						Check Totals	36.00	
027631	12/19/08	SAN MATEO CO TRAINING MGRS	12/12/08	2009	Police	Membership/Dues	75.00	2009 DUES, J.FREW
						Check Totals	75.00	
027632	12/19/08	COUNTY OF SANTA CLARA EMPLO	12/05/08	2008-09	City Manager	Membership/Dues	5,432.00	2008-09 BUDGETED POSITIONS REPORTED - BA
					City Manager	Membership/Dues	1,518.00	2008-09 MOU'S LINKED TO WEBSITE CLASSES
						Check Totals	6,950.00	
027633	12/19/08	SHARP ELECTRONICS CORPORATI	12/12/08	AR152205	City Manager	Office Machines	134.87	COPIER MAINT ADMIN BLDG 11/16-12/15/08
						Check Totals	134.87	
027634	12/19/08	STUBBS & LEONE	12/03/08	DEC 2008	City Attorney	Attorney - Othe	456.47	NOVEMBER 2008
			12/03/08	DEC-2008	City Attorney	Attorney - Othe	418.74	NOVEMBER 2008
						Check Totals	875.21	
027635	12/19/08	TEAMSTERS UNION LOCAL 856	12/19/08	12.19.08	NON-DEPARTMENTAL	Payroll Deducti	250.96	DUES 11/30-12/19/08

CCS.AP Accounts Payable Release 8.2.1 R*APFINVC*COUNCIL.U

BY LYNN COLLIAU (LCOLLIAU)

Check #	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027636	12/19/08	DARYL D. JONES, INC. DBA TE	12/12/08	39802	Police	Check Totals	250.96	
					Training - Post		40.00	SEMINAR-THE PERILS OF DIGITAL TRUNKED RA
					Check Totals		40.00	
027637	12/19/08	VERIZON BUSINESS	12/10/08	74524699	Police	Communication	31.16	LONG DISTANCE CHARGES 752-8099 NOV 08
					Police	Communication	0.09	LONG DISTANCE CHARGES 323-1802 NOV 08
					Police	Communication	0.56	LONG DISTANCE CHARGES 688-6500 NOV 08
					Check Totals		31.81	
027638	12/19/08	VERIZON WIRELESS	11/21/08	0711144404	Building	Communication	228.93	CELL BLDG DEPT 10/22-11/21/08
					Police	Communication	579.93	CELL POLICE 10/22-11/21/08
					Public Works Admin	Communication	157.43	CELL P.W. 10/22-11/21/08
					Public Works Admin	Communication	166.94	CELL P.W. STREETS 10/22-11/21/08
					Public Works Park	Communication	39.24	CELL P.W. GROUNDS 10/22-11/21/08
					Public Works Park	Communication	83.47	CELL HP PARK 10/22-11/21/08
					Check Totals		1,255.94	
027639	12/19/08	JOSEPH MADE	12/16/08	12.16.08	Police	Education	400.00	REIMB SELF DEFENSE-GROUND FIGHTING LESSO
					Check Totals		400.00	
027640	12/19/08	WILLIAMS SCOTSMAN	11/29/08	86689400	Public Works Admin	Rent - Faciliti	690.16	MONTHLY LEASE PAYMENTS POLICE TRAILER 11
					Check Totals		690.16	
027642	12/24/08	AFLAC ATTN: REMITTANCE PROC	10/15/08	237683ER	NON-DEPARTMENTAL	Employee Assist	40.00	11/08 FLEX SPENDING SERVICE FEE
					Check Totals		40.00	
027643	12/24/08	AT&T/MCI	12/03/08	T8792028	Public Works Park	Communication	82.18	251-1053 11/01-12/06/08
					Police	Communication	351.60	271-7360 11/01-12/06/08
					Check Totals		433.78	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
027644	12/24/08	CALPERS HEALTH BENEFITS DIV	12/15/08	347	NON-DEPARTMENTAL	Other Contract	94.49	AMINISTRATIVE SERVICES FEE JAN 2009
						Check Totals	94.49	
027645	12/24/08	OFFICE DEPOT	12/04/08	455365365-00	Public Works Admin NON-DEPARTMENTAL Building	Office Supplies Office Supplies Office Supplies	275.41 146.68 83.35	PAPER/BROTHER DRUM/PENS P.W. PAPER/SORTER/BINDERS ADMIN APT BOOK/KITCHEN SUPPLIES BLDG DEPT
						Check Totals	505.44	
027646	12/24/08	TURF & INDUSTRIAL EQUIPMENT	12/01/08	1V75907	Public Works Park	Equipment Maint	147.86	CABLE CLUTCH HP PARK
						Check Totals	147.86	
027647	12/24/08	AGI PUBLISHING DBA: VALLEY	12/01/08	998221/12-08	Public Works Park	Advertising/Pub	928.00	HP PARK DEC 08
						Check Totals	928.00	
						Grand Totals	694,425.70	

ITEM 10

**ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR
THE SIX MONTHS ENDED DECEMBER 31, 2008**

*The staff report for this item will be delivered to the Council
under separate cover on Tuesday, January 20, 2009.*



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

SUBJECT: AWARD OF CONTRACT FOR AUDITING SERVICES

RECOMMENDATION

Approve the Professional/Consulting Services Agreement selecting MAZE & ASSOCIATES as the new independent auditor for the Town's Financial Statements for Fiscal Years 2008-09, 2009-10, and 2010-11 with two one-year options to extend.

DISCUSSION

The Town of Atherton engaged Caporicci & Larson from Fiscal Years 2000 to 2008 to audit and render an opinion on the Town's annual financial statements. At the direction of the Finance Committee and for good business practice, staff issued a Request for Proposal (RFP) for professional auditing services on December 1, 2008, to solicit a new auditor for the Town. Three firms responded to the RFP. Based on the evaluation result, staff is recommending that the City Council of the Town of Atherton award the auditing services contract to MAZE & ASSOCIATES.

FISCAL IMPACT

The not-to-exceed total fees of \$48,205, \$50,135, \$52,140 for Fiscal Years 2008-09, 2009-10, 2010-11 will need to be appropriated each year by City Council. Staff will include the amount in each year budget for City Council approval. For FY 2008-09 audit, due to the interim work that will begin in June 2009, staff will be seeking a mid-year adjustment in February 2009 for the FY 2008-09 budget to cover the expense.

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome Gruber
City Manager

Attachment: Professional/Consulting Services Agreement



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

SUBJECT: AWARD OF CONTRACT FOR AUDITING SERVICES

RECOMMENDATION

Approve the Professional/Consulting Services Agreement selecting MAZE & ASSOCIATES as the new independent auditor for the Town's Financial Statements for Fiscal Years 2008-09, 2009-10, and 2010-11 with two one-year options to extend.

DISCUSSION

The Town of Atherton engaged Caporicci & Larson from Fiscal Years 2000 to 2008 to audit and render an opinion on the Town's annual financial statements. At the direction of the Finance Committee and for good business practice, staff issued a Request for Proposal (RFP) for professional auditing services on December 1, 2008, to solicit a new auditor for the Town. Three firms responded to the RFP. Based on the evaluation result, staff is recommending that the City Council of the Town of Atherton award the auditing services contract to MAZE & ASSOCIATES.

FISCAL IMPACT

The not-to-exceed total fees of \$48,205, \$50,135, \$52,140 for Fiscal Years 2008-09, 2009-10, 2010-11 will need to be appropriated each year by City Council Staff will include the amount in each year budget for City Council approval. For FY 2008-09 audit, due to the interim work that will begin in June 2009, staff will be seeking a mid-year adjustment in February 2009 for the FY 2008-09 budget to cover the expense.

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome Gruber
City Manager

Attachment: Professional/Consulting Services Agreement



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: APPROVAL OF A PROFESSIONAL/CONSULTING SERVICES
AGREEMENT WITH NBS FOR A COST ALLOCATION PLAN, FULL
COST RECOVERY STAFF HOURLY LABOR RATES, AND
COMPREHENSIVE FEE STUDY**

RECOMMENDATION

Approve the professional/consulting services agreement with NBS for a cost allocation plan, full cost recovery staff hourly labor rates, and comprehensive fee study; and authorize the City Manager to execute the agreement.

DISCUSSION

To better account for the overhead (indirect costs) for Town operation and evaluation of the service charges, a Request for Proposal (RFP) for a cost allocation plan, full cost recovery staff hourly labor rates, and comprehensive fee study was issued on December 5, 2008. Six consulting firms responded to the Town's RFP. The Town's management team conducted an office interview with each firm and is recommending that the City Council award the contract to NBS.

A cost allocation plan is necessary. The plan is an analysis which distributes the general governmental and support services of the Town to the direct services and activities provided to the public. The result of the cost allocation plan will help the Town to determine the fully-loaded cost basis for fees and service charges.

The full cost recovery staff hourly labor rates are a significant part of the foundation for the comprehensive fee study.

The Comprehensive fee study will help to evaluate the current fees structure and may identify potential areas for new revenue source for the Town.

FISCAL IMPACT

The cost for the NBS service is \$37,400. The cost is not budgeted in the FY 2008-09 General Fund budget. To pay for the service, a mid-year budget adjustment will need to be made to appropriate the fund.

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome Gruber
City Manager

Attachment: Professional/Consulting Services Agreement

TOWN OF ATHERTON
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this th of January, 2009, by and between the **TOWN OF ATHERTON**, a municipal corporation (hereinafter "Town") and **NBS** (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Term of Agreement

This Agreement shall be for a cost allocation plan, full cost recovery staff hourly labor rates, and comprehensive fee study.

Section 2. Scope of Work

Consultant shall provide Town with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full. The duties and services required of Consultant under this Agreement and pursuant to this Section 2 are referred to throughout the remainder of this Agreement as "the Work."

Section 3. Responsible Individual

Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

Section 4. Work Schedule

Consultant shall be available to complete each task in a timely manner as specified in the Request for Proposal unless time extension is granted by the Town. Consultant shall not be held responsible for delays caused beyond its reasonable control.

Section 5. Compensation

In consideration of the performance of the Work described in Section 2, Consultant shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge Town for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 5 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 6. Amendments

In the event Town desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Section 7. Independent Contractor - Subcontractors

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of Town. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

Section 8. Consultant's Responsibility

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that Town relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by Town of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 5 of this Agreement.

Section 9. Hold Harmless and Indemnification

Consultant shall indemnify, defend and save Town, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

Section 10. Insurance

Consultant shall provide proof of insurance coverage during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$2,000,000 per claim. Carrier shall provide notice to the Town of any change in or limitation of coverage or cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirement shall also be provided.

Section 11. Compliance with Applicable Laws, Permits and Licenses

Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement.

Section 12. Nondiscrimination

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 13. Consultant Conflict of Interest

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 14. Assignment

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of Town.

Section 15. Ownership of Documents

Consultant agrees that all documents produced in the performance of this Agreement shall be available to the Town upon request. The Work shall be used solely for the project for which it was originally intended.

In Witness Whereof, Town and Consultant have executed this Agreement as of the date first written above.

Town of Atherton

NBS

Jerry Gruber
City Manager

By: _____

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney

Exhibit A

SCOPE OF WORK

1. Cost Allocation Plan

Develop a Cost Allocation Plan and Overhead Rates stated as a percentage of direct costs, for all Town Departments and funds.

Develop a model and methodology for gathering data and periodically updating the Cost Allocation Plan and Overhead Rates as new costs are added or old costs are eliminated or modified. The model should be in spreadsheet or database format that automatically recalculates as cost items are input.

Advise Town staff on application of model to future funds, department, programs and activities.

Present a preliminary plan to Town management and adjust as necessary.

Present the Cost Allocation Plan and Overhead Rate Study to the City Council.

2. Full Cost Recovery Staff Hourly Labor Rates

Identify all staff positions whose time can properly be allocated to or among Town departments, funds, programs, activities and/or fees charged for Town services.

Determine each staff position's direct cost (stated in dollars and cents per hour) that includes fringe benefits (stated both in dollars and cents per hour and as a percentage of salary) and overhead rate (stated as a percentage of direct cost).

Review existing programs in place that capture employee time and allocate it to projects.

Develop a model and methodology by which finance staff can gather data and periodically update the staff labor rates as new salaries and pay rates, fringe benefits and other costs are added or old costs are eliminated or modified. The model should be in spreadsheet or database format that automatically recalculates as cost items are input.

Advise Town staff on the application of the model to future funds, departments and programs.

Present a preliminary plan to Town management and adjust as necessary.

Present the Full Cost Recovery Staff Hourly Labor Rate Study to the City Council.

3. Comprehensive Fee Study

Meet and confer with Town staff to gain an understanding of the Town's existing fee structure, current and future development environment, and political considerations.

Conduct a comprehensive review of existing fees and service charges including various administration, planning, police, park programs, building, public works permit fees.

Identify the total cost of providing each Town service at the lowest reasonable activity level (utilizing the cost allocation plan and full cost recovery labor rates).

Where the Town is currently charging for services, compare existing recovery levels and fees with service costs and identify services for which the Town is not currently charging, but could lawfully do so.

Recommend revised and/or new fees and service charges where cost recovery might be appropriate in light of the Town's existing policies and practices, the practices of neighboring cities, and market fee rate.

Recommend appropriate fees and service charges where full cost recovery might be unrealistic or undesirable.

Develop a model and methodology for gathering data and periodically updating the fees and service charges schedules for inflation and as new costs are added and old costs eliminated or modified. The model should be in spreadsheet or database format that automatically recalculates as cost items are input.

Prepare a report that identifies each Town service, its full cost, the costs currently being recovered, and the recommended cost recovery levels. For each activity, the report should define and identify direct and indirect costs.

Prepare a report that evaluates the impact on Town revenues by fund, program or activity, and in total, of recommended changes in the fee and service charge structure.

Advise Town staff on the application of the cost allocation model developed in determining appropriate fees and charges based on program costs in the future.

Prepare a report that compares the Town's fee and service charges to similar cities selected by Town with Consultant's input.

Present initial findings and recommendations to management and adjust as necessary.

Prepare and deliver to the City Council a report on findings and recommendations, to facilitate an understanding by the City Council and the Public of the methodologies, issues and recommendations resulting from the fee study.

Exhibit B

FEE SCHEDULE

1. Cost allocation plan	\$ 9,900
2. Full Cost Recovery Staff Hourly Labor Rates	5,300
3. Comprehensive Fee Study	<u>22,200</u>
Total not-to-exceed	\$37,400



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

SUBJECT: ADOPTION OF THE CAPITAL ASSETS POLICY

RECOMMENDATION

Adopt the attached Capital Assets Policy.

DISCUSSION

By adopting the Capital Assets Policy, the Town of Atherton would be able to better account, control, and safeguard the Town's assets. The policy provides guidelines to staff for financial reporting and disposition of Town assets including surplus property and inventory control.

The Finance Committee reviewed the Capital Assets Policy and is recommending that the City Council approve the Policy.

FISCAL IMPACT

None

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome Gruber
City Manager

Attachment: Capital Asset Policy



TOWN OF ATHERTON CAPITAL ASSETS POLICY

PURPOSE

The purpose of this policy is to ensure proper accounting, adequate control, and appropriate use and retirement/disposition of the Town's capital assets.

POLICY

It is the policy of the Town of Atherton that capital assets be used for appropriate business purpose and be properly accounted for and safeguarded. It is the responsibility of the Finance Department to ensure appropriate capital assets are tagged, inventoried on an annual basis, and accounted for by fund and asset category. It is the responsibility of the Town's Department Heads to ensure that proper budgeting and purchasing policies are followed when acquiring or retiring capital assets and assets are protected from loss or theft. It is the responsibility of the Public Works and Engineering Department to ensure infrastructure assets are identified, inventoried, and maintained.

DEFINITIONS

Acquisition Costs are costs incurred to purchase, construct, or develop a capital asset (e.g. legal and title fees; closing costs; appraisal and negotiation fees; surveying fees; land preparation costs; demolition costs; audit and accounting fees; and transportation charges).

Capital assets are land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. It also includes works of art and historical treasures donated to the Town.

Construction in progress is capitalized costs related to a tangible capital asset that is not yet substantially ready to be placed in service.

Depreciation is the systematic and rational distribution of the cost of a tangible capital asset (less salvage value) over its estimated useful life.

Improvements are costs that add value to an existing capital asset either by lengthening its estimated useful life or increasing its service capacity.

Improvements other than buildings (land improvements) are major asset class used for permanent (i.e. non-moveable) improvements, other than buildings, that add value to land, but do not have an indefinite useful life (e.g. fences, retaining walls, parking lots, and most landscaping).

Infrastructure assets are long-lived capital assets that normally are stationery in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, wells, and lighting systems.

Salvage value is the estimated proceeds from the eventual disposition of an asset.

Surplus property includes capitalized and not capitalized materials, supplies, and equipment which are deemed obsolete, damaged, unusable or in excess of need. This includes all tangible assets with the exception of real property (buildings and infrastructure assets e.g. roads, etc.).

Tangible capital asset is a capital asset with a physical form.

Useful life is the period during which a capital asset provides service.

OBJECTIVES

- 1 Accounting and Financial Reporting. To accurately account for and report capital assets in financial report.
- 2 Safeguarding. To protect the capital assets from loss and theft.
- 3 Disposal of Assets. To ensure that assets including surplus property are properly and timely disposed of and accounted for.

To meet the three objectives, the Capital Assets Policy shall consist of the following policies. The Finance Department is responsible for establishing processes and procedures through which the objectives can be met. These processes and procedures are used to identify, process, control, track, and report Town's capitalized assets. All Town Departments are subject and shall adhere to the provisions of the policies.

I. CAPITALIZATION POLICY (ACCOUNTING AND FINANCIAL REPORTING)

In general, all assets, except for infrastructure assets, having an acquisition cost of \$5,000 or more (threshold limit) and infrastructure assets with an acquisition cost of \$100,000 or more (threshold limit) will be subject to capitalization. The threshold limit is based on the recommended practices of the Government Finance Officer Association (GFOA) and can be updated accordingly to conform with their recommended practice. All costs associated with the purchase or construction should be considered including ancillary costs such as freight and transportation charges, site preparation expenditures, installation charges, professional fees, and legal costs directly attributable to asset acquisition. Specific capitalization requirements are described below.

- The capitalization threshold is applied to **individually identifiable units**. For example, ten desks purchased through a single purchase order each costing \$1,000 will not qualify for capitalization even though the total cost of \$10,000 exceeds the threshold of \$5,000 because each desk costs less than \$5,000.
- The capitalization threshold will generally not be applied to **components** of capital assets. For example, a keyboard, monitor, and central processing unit purchased as components of a

computer system will not be evaluated individually against the capitalization threshold. The entire computer system will be treated as a single identifiable unit for capitalization purposes.

- **Repairs** to capital assets will generally not be subject to capitalization unless the repair extends the useful life of the asset.
- **Improvements** to existing capital assets will be presumed (by definition) to extend the useful life of the related capital asset and; therefore, will be subject to capitalization only if the cost of the improvement meets the threshold limit. If the cost of a new capital asset plus the cost of improvement needed to place the asset in service exceed the threshold limit, the original cost plus the cost of the improvement should be combined as a single asset and be capitalized.
- **Capital projects** will be capitalized as "construction in progress" until completed. Costs to be capitalized include direct costs, such as labor, materials, and transportation, indirect costs such as engineering and construction management, and ancillary costs such as construction period interest.
- **Donated assets** are to be accounted for as revenues using their estimated fair market value at the date donated.

Depreciation

The purpose of depreciation is to spread the cost of capital assets over the useful lives of the assets. Depreciation for the Town of Atherton is to be recorded on a straight-line method which means that cost of each asset is to be divided by its estimated useful life until the asset is fully depreciated.

The Town of Atherton assigns the following estimated useful lives for the capital assets.

Buildings	40 Years
Improvements other than Buildings	20 Years
Computer Equipment & Software	3 Years
Machinery and Equipment	5 to 20 Years
Infrastructure	20-50 Years

II. INVENTORY CONTROL POLICY (SAFEGUARDING)

Department Heads are responsible for safeguarding all Town assets, whether capitalized or not capitalized, regardless of value, under their control from theft or loss. However, the Finance Department is responsible for establishing and maintaining processes and procedures that enable Department Heads to properly safeguard assets.

In general, Inventory Control is applied only to *movable* capital assets such as machinery and equipment, office equipment and furniture, computer network systems including software and hardware, and not to land, buildings, or other *immovable* capital assets. *In addition, there are certain non capitalized assets that need to be tracked including office furniture and equipment such as computers, printers, laptops, tools, and digital equipment are to be accounted for and controlled through the same tracking process and procedures used to account and control capital assets subject to capitalization.*

Tagging

The purpose for tagging assets is to provide an efficient mechanism for inventorying capital assets. A tag is a bar coded label that is affixed to each asset that is to be inventoried. The tag should be placed in an inconspicuous, but accessible place on the asset, for example, on the back of a computer component.

The Finance Department with assistance from the Departments 'in possession' will be responsible for tagging capital assets.

III. DISPOSAL OF PROPERTY INCLUDING SURPLUS

It is the responsibility of each Department Head to ensure that no surplus property is kept in the department. With the approval of the City Manager, spare vehicles, equipment, and surplus property can be transferred from one department to another department, sold through public auctions, donated to non-profit organizations, recycled or disposed of as junk to a landfill or other appropriate waste removal facility. No employee is allowed to purchase or dispose of any asset, including office supplies or small tools and equipment with proper approval. Department Managers are responsible for providing the Finance Department properly approved paperwork to ensure they are accounted for in the proper manner.

Proceeds from sales of capital asset are to be deposited into the Equipment Replacement Fund.

Disposal Process: Prior to the disposal of any property, each department head is responsible for estimating the salvage value of the designated as "disposable" asset and complete an Asset Disposition Request Form (to be provided by the Finance Department) with the method of disposal. The completed form shall be submitted to the Finance Director and City Manager for approval prior to disposition. Only the City Manager is authorized to release any interest to title of a Town asset or approve the disposition method.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: APPROVAL FOR THE FINANCE DIRECTOR TO ATTEND THE
GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA)
CONFERENCE**

RECOMMENDATION

Approve the Finance Director to attend the GFOA Conference in Seattle, Washington.

DISCUSSION

As part of staff professional development and meeting the continuing education requirement for the certified public accountant (CPA) license, the Finance Director is seeking City Council approval to attend the GFOA Annual Conference to be held in Seattle, Washington, on June 28 – July 1, 2009. The conference offers a selection of 80 quality technical sessions including financial reporting, budgeting, pensions and benefits, and financial strategies for challenging times.

The Finance Committee reviewed the request and is recommending that the City Council approve the request.

FISCAL IMPACT

The conference is estimated to cost:

Registration	\$ 370
Hotel	370
Travel	<u>300</u>
Total	\$1.040

The cost will be paid from the FY 2008-09 Finance Department training budget.

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome Gruber
City Manager

Attachment: GFOA Conference Topics

Hot Topics

Accounting, Auditing, and Financial Reporting

Sessions and discussion groups will cover the full gamut of recent developments that are likely to affect accountants and auditors who practice in the public sector. Individual sessions will be devoted to the most recent guidance from the Governmental Accounting Standards Board (e.g., major changes in the presentation of fund balance, new limitations on the use of certain governmental fund types, definitive guidance on derivatives, technical clarifications from the latest edition of the *Comprehensive Implementation Guide*) and the GFOA (e.g., best practices and common reporting deficiencies). Sessions also will cover the latest developments in public-sector auditing from the American Institute of Certified Public Accountants, the Government Accountability Office, and the Office of Management and Budget. Still others will explore aspects of internal control, internal audit, fraud prevention, and capital asset management.

Budgeting and Financial Planning

Unprecedented volatility in the U.S. economy has added more budget challenges for already stressed governments. Budgeting and financial planning sessions will cover a wide variety of topics, including how to effectively budget for tight fiscal times and recommended practices in merging budgets for shared services initiatives. Discover new techniques in forecasting and long-range financial planning. Implement performance measurement in your small, mid-size, or large organization. Public-sector budget experts will share their experiences integrating citizen participation into the budget process and will offer tips and traps for the budget development process.

Debt Management

Timely advice will be provided to session participants regarding various aspects of the changing debt management landscape. Special focus will be placed on ways governments can access the debt market and secure credit enhancements following the recent upheaval in the capital markets. Sessions will also focus on record-keeping practices and other post-issuance compliance areas such as arbitrage, and other management policies, including questions to ask before approving a bond issue. A review of GFOA's recommended practices on OPEB and pension obligation bonds will also be presented. A regulatory/judicial update on recent legislation affecting the work of public finance officers will also be presented, including the SEC's initiative to mandate use of a central repository for continuing disclosure documents.

Pension and Benefits

Are you still struggling with how to manage your OPEB liabilities? Are you interested in re-designing your organization's pension and benefit structure? Conference sessions will focus on pension and benefit management, reporting for and financing impending OPEB liabilities, and proven methodologies in analyzing retirement plan fees. In addition, topics such as health care restructuring and approaches for the development of shared benefit programs and fitness initiatives will also be addressed.

Technology and Digital Government

The use of GIS as a spatial representation of financial data has become a popular method to increase citizen participation and organizational accountability. In addition, proper control of information to the public has increased in importance, as un-regulated sites such as Wikipedia and the social networking site Facebook are becoming increasingly utilized technology tools. The 2009 GFOA conference technology sessions will explore these and other issues and how new technologies can be effectively utilized in local governments. The business case for technology purchases and the quantified return of the investment will be emphasized in sessions that will highlight ways to implement new technology in tight fiscal times.

Cash Management and Investing

Trends in the banking, economic, and cash management landscapes have been increasingly difficult to forecast. Market instability has challenged public-sector financial leaders as they try to make effective cash management and investment decisions. Cash management and investment experts will discuss trends in the field and methods for improving the treasury function. Technologies such as the use of online bill pay to efficiently collect revenue will be detailed. In addition, investment management professionals will discuss how to ride out turbulent market times, identify the warning signs, and help finance officers be alert for potential issues in their own portfolios.

Management and Policy

Finance officers must be leaders of their departments while assisting governing boards and other senior management with determining policy and direction for their organization. Sessions will explore leadership characteristics and teach finance officers how to acquire the tools and skills to be successful in this area. In addition, the issues of "green government" and infrastructure sustainability that have rapidly climbed to the top of the finance officer's to-do list will be addressed. From alternative work weeks to achieving costs savings through "green government" initiatives, management and policy sessions will explore recent trends in economic development, infrastructure improvement, sustainability initiatives, and additional cutting-edge tools and techniques for the finance officer.

CPE Credits

It is possible to earn up to 21 continuing professional education (CPE) credits at the GFOA's annual conference. Additional CPE credits can be earned by attending one or more of the GFOA's preconference seminars.

The GFOA is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the:



National Registry of CPE Sponsors
150 Fourth Avenue North • Suite 700
Nashville, TN 37219-2417
www.nasba.org



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH CSG CONSULTANTS, INC. FOR MUNICIPAL
CIVIL ENGINEERING SERVICES FOR THE REVIEW OF
DEVELOPMENT PROJECTS**

RECOMMENDATION:

Approve an Amendment to the Professional Services Agreement with CSG Consultants, Inc. for Municipal Civil Engineering services for the review of development projects, in an amount not to exceed \$97,000 for the remainder of Fiscal Year 2008-09.

BACKGROUND:

At the City Council meeting of April 18, 2007, the Council approved a Professional Services Agreement with CSG Consultants in the amount of \$30,000 for services for the remainder of the 2006-07 fiscal year. Those services include review the Town's fee structure, work with BKF on development of grading and drainage criteria, set up procedures for review of development plans and begin reviewing development plans. This work was completed satisfactorily.

In June of 2007 Council approved an amendment to the contract for the 2007-08 fiscal year in the amount of \$50,000, for a total contract of \$80,000. The amended services include continued review of development plans, implementation of the new drainage criteria and working with Building Department staff in the implementation of the CRW permit tracking program. CSG also conducted seminars with developers, architects and engineers to understand the new drainage criteria.

In June of 2008, Council approved an amendment to the contract, adding \$100,000 to complete the 2007-08 fiscal year and to carry the contract into the 2008-09 fiscal year. This budget was used faster than expected due to increased activity.

The increased activity included the Menlo School Tentative Mapping process, which was reimbursed from a deposit received from Menlo School but the services were included in this contract. CSG has also assisted planning in the review of lot line adjustments and parcel maps. There have also been several projects where significant additional time has been needed to work with the architects and engineers, and with neighbors, to create understanding of the new criteria and of the scope of individual projects. CSG also has performed winterization inspections of most of the active construction sites in Atherton. This work has been performed satisfactorily.

ANALYSIS:

The services for the remainder of FY 2008-09 will consist of development grading and drainage reviews, lot line adjustments, parcel maps and inspections for the grading and drainage projects. A slight downturn in activity is currently occurring, but the spring construction season will soon be here and an upturn is expected then.

FISCAL IMPACT:

The 2008-09 Budget request includes \$100,000 for contract services for municipal engineering services. To date, CSG has spent \$74,722.50 of the 2008-09 budget, leaving a remaining budget of \$25,277.50. The remaining \$71,722.50 will need to be authorized at this time and included as a mid-year budget adjustment.

Reimbursement from fees to date amounts to \$10,803.50 from the Menlo School deposit, \$1,000 from planning assistance for a lot line adjustment, and \$26,000 in grading and drainage fees. Total to date is \$37,803.50. Probably half of the work performed by CSG this year is on permits submitted and paid for last year, or even the year before that. Often the final grading and drainage is not completed for inspection until near the end of the project.

In 2008-09, a more detailed accounting of fees and costs will allow the fee consultant to prepare a detailed evaluation of fees and make recommendations for modifications to allow the Town to recapture all costs of the engineering review and inspection of development plans, as well as an appropriate overhead allocation.

Prepared by:

Approved by:

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

Jerry Gruber
City Manager

Attachment: Grading and Drainage PSA



January 13, 2009

Mr. Duncan Jones
Public Works Director
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

Re: Request for FY 2008-2009 Municipal Engineering Services Contract Amount Amendment

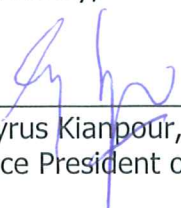
Dear Mr. Jones:

The current (FY08-09) Professional Services Agreement Amendment for Municipal Engineering Services is for an amount of \$100,000. More than half of that amount was used to cover previous services performed under FY 07-08 Contract Agreement. In September 2008, CSG was assigned a special project to review, a Tentative and Final Parcel Map for Menlo School/Menlo College, which is outside of the regular scope of work. However we were directed to charge time against the current budget. As of October 2008, CSG had reached the amount of the initial purchase order for the 2008 and 2009 term.

Between October and December of 2008, CSG also incurred service charges of approximately \$37,000, which included the efforts spent on the special project. In order to continue our ongoing services described in the Professional Services Agreement for the term, CSG estimates an average monthly charge of \$10,000 for the next six months (January through June 2009). The estimate is based on an analysis of regular services from previous years. CSG Consultants, Inc. respectfully requests the original amount of \$100,000 for FY 08-09 contract agreement be increased by \$97,000 to a revised total of \$197,000.

I look forward to hearing from you. Please feel free to contact me at (650) 522-2529.

Sincerely,



Cyrus Kianpour, P.E., PLS
Vice President of Building & Engineering

cc: Sophie Truong

SECOND AMENDMENT
to
AGREEMENT FOR PROFESSIONAL SERVICES
by and between the
TOWN OF ATHERTON (City)
and
CSG CONSULTANTS, INC. (Consultant)

For consideration, receipt of which is acknowledged, the parties hereby agree to this Second Amendment to the Agreement for Professional Services for Building Official, Building Inspection and Plan Review by revising paragraph 5.C of the Agreement to read as follows:

5.C. Compensation for the services hereunder shall be capped at \$97,000.00 for the remainder of Fiscal Year 2008-2009 unless changed in writing by Town.

TOWN OF ATHERTON, CALIFORNIA
a California Municipal Corporation

Approved as to Form:

Marc G. Hynes
City Attorney

Jerry Carlson
Mayor

Attest:

Kathi Hamilton
Acting City Clerk

"Town of Atherton"

CSG CONSULTANTS, INC.
A California Corporation

By _____
Richard Mao, P. E., President
1700 S. Amphlett Blvd., 3rd Floor
San Mateo, CA 94402



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING AN
MEMORANDUM OF UNDERSTANDING WITH THE
MENLO PARK SCHOOL DISTRICT FOR DISTRICT
PARTICIPATION IN AN AMOUNT UP TO \$187,167 IN THE
COST OF INSTALLING A TRAFFIC SIGNAL ON
MIDDLEFIELD ROAD AT ENCINAL AVENUE**

RECOMMENDATION:

Adopt a resolution approving a Memorandum of Understanding with the Menlo Park School District (MPSD) for District participation in an amount up to \$187,167 in the cost of installing a traffic signal on Middlefield Road at Encinal Avenue

INTRODUCTION:

The Town of Atherton and the City of Menlo Park hired traffic engineering consultants (DKS) to study the signals on Middlefield Road from Ringwood Avenue to Marsh Road. A signal at Encinal Avenue was an alternative considered by the DKS study. The study found that the Encinal Avenue intersection is currently operating at level of service F during the AM, afternoon and PM peak hours, with an average delay exceeding 60 seconds. The intersection currently meets standard warrants for installation of a traffic signal.

The Menlo Park School District (MPSD) is expanding the Encinal Elementary School campus to accommodate an increase in enrollment from the current level of approximately 395 students to a new capacity of 704 students. As a part of the traffic

studies, MPSD determined that the intersection of Middlefield Road and Encinal Avenue would be significantly degraded by the increased vehicle and pedestrian traffic to and from the school. Traffic projections indicate an increase in peak trips to and from the school of 115 in the AM (115 in/120 out) and 90 (93 in/90 out) in the afternoon. The result is an increase in average delay per vehicle at the Encinal/Middlefield intersection from 28.6 seconds (Level of Service D) to 50.4 seconds (Level of Service F) in the AM. The mid-afternoon peak trips do not coincide with other peak trips, so the level of service at the intersection remains at B, with delay only increasing from 11.5 seconds to 13 seconds.

The City of Menlo Park has several developments on and near El Camino Real that are projected to increase traffic on Middlefield Road, Encinal Avenue and other streets leading to Middlefield Road. Several of these developments have been or will be charged traffic impact fees. Menlo Park has indicated preliminarily that a portion of these impact fees could be assigned to mitigating traffic impacts on Middlefield Road by contributing towards a signal at Encinal Avenue, and that the City may participate in other ways because the signal would benefit Menlo Park residents.

It is clear from the traffic studies that the intersection is already operating at a substandard level of service and would benefit greatly from signalization. The school expansion and the Menlo Park developments will impact this intersection, further degrading the level of service. The school and the residents of both Menlo Park and Atherton would benefit from the installation of a traffic signal at the intersection.

Not only would a signal allow traffic to move in and out of Encinal Avenue much easier, the signal would create traffic platoons in the currently unsignalized one-mile section of Middlefield Road from Oak Grove Avenue to Marsh Road. These platoons would provide gaps in traffic allowing easier movements at other intersections such as Watkins Avenue, Lane Place, James Avenue, Prior Lane, Surrey Lane, Glenwood Avenue and Linden Avenue. These gaps would benefit Lindenwood residents and Atherton and Menlo Park residents west of Middlefield Road.

This is very similar in concept to the signal installed in 2003 on Valparaiso Avenue at University Avenue. That signal had the dual purpose of improving access to Menlo School and platooning vehicles on Valparaiso Avenue to provide improved access to and from Emilie Avenue and other side streets. The Town of Atherton, the City of Menlo Park, Menlo School and Sacred Heart Academy shared in the cost of installing that signal.

ANALYSIS:

The MPSD desires to enter into a Memorandum of Understanding (MOU) whereby they agree to fund the civil improvements needed for the intersection upgrade, and to share equally in the cost of traffic signal. The current estimate for the traffic signal and intersection improvements is \$440,500. The Menlo Park School District has proposed the following split:

- Menlo Park School District - \$187,167
- Menlo Park - \$126,667
- Atherton - \$126,667

The MPSD has prepared an MOU for approval by the Town of Atherton. They will take the MOU to the school board on Friday January 16, 2009 for District approval. A key aspect of the MOU is that the MPSD portion is capped at \$187,167. Town staff, consultants and the MPSD will work together during the design and construction process to control costs to stay within the designated budgets.

FISCAL IMPACT:

Atherton's portion of \$126,667 is currently budgeted in the current 5-year Capital Improvement Program (CIP) from Road Impact Fees. With this MOU, MPSD's portion of \$187,167 will be secured. The remaining funding to complete the signal will require commitment from the City of Menlo Park for their portion of \$126,667. Talks are underway with the City of Menlo Park.

Once the various agreements are in place, a spreadsheet detailing all elements of the project will be developed and the costs for each element assigned or shared per the agreements. The final project cost will be shared based on the bid prices for each shared element of the project.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachments: MOU

RESOLUTION 09-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON

WHEREAS, the Town of Atherton and the Menlo Park School District desire to enter into a Memorandum of Understanding for funding and construction of a traffic signal on Middlefield Road at Encinal Avenue; and

WHEREAS, the signal will benefit the residents of the Town of Atherton and the students, parents and teachers of Encinal Elementary School by improving access from Encinal Avenue to Middlefield Road; and

WHEREAS, the signal will also improve access to Middlefield Road from other streets in Atherton by creating gaps in traffic; and

WHEREAS, the traffic signal meets standard traffic signal warrants; and

WHEREAS, the Menlo Park School District agrees to provide up to \$187,167 in funding towards the traffic signal; and

WHEREAS, the Town of Atherton agrees to provide up to \$126,667 in funding towards the traffic signal; and

WHEREAS, the Town of Atherton agrees to pursue additional funding from grants and from the City of Menlo Park; and

WHEREAS, the Town of Atherton agrees to design and construct the traffic signal as a public works project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Atherton that the City Council approves the Memorandum of Understanding Regarding Assessment of Costs of Signalization of Encinal/Middlefield Intersection with the Menlo Park School District.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on this 21st day of January, 2009, by the following vote:

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

ATTEST:

Jerry Carlson, MAYOR
TOWN OF ATHERTON

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney

Memorandum of Understanding

Regarding Assessment of Costs of Signalization of Encinal/Middlefield Intersection

This Memorandum of Understanding is entered into this ____ of December January 20082009, by and between the TOWN OF ATHERTON, a municipal corporation of the State of California (herein referred to as “the Town”), and the Menlo Park City School District, a political subdivision of the State of California (herein referred to as “the District”).

WITNESSETH:

WHEREAS: The parties desire to implement the improvements for the intersection of Encinal Avenue and Middlefield Road as approved by the Town Council and to specify the terms and conditions under which such improvements are installed and financed. The improvements, referred to herein as “the Project,” shall include installing a traffic signal and safety lighting system at the intersection of Encinal Avenue and Middlefield Road and may involve such other related improvements as the Town deems necessary for traffic safety; and

WHEREAS: The District adopted a resolution numbered 07.08.33 which provided that it would cooperate with other agencies, including the Town of Atherton, to address the cost of off-site traffic and pedestrian safety impacts arising from its project to modernize the Encinal School facility; and

WHEREAS: The District and the Town wish to describe by this Memorandum of Understanding the respective roles of each in the completion and funding of the Project;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

1. The Town of Atherton will undertake the Project, including advertisement, bid opening, award of the contract, contract administration, and all necessary construction engineering services for the Project, pursuant to all applicable Town contracting, construction and Public Works procedures.
2. The Town will share plans, specifications and estimates with the District for review.
3. Upon completion of Project, the District shall partially reimburse the Town for the expense of construction engineering, construction costs, contract administration, and necessary traffic signal equipment purchase required to complete the project. The Town will assess the District for a share of the projected costs of the Project, not to exceed **one hundred eighty-seven thousand one hundred and sixty-seven dollars (\$187,167.00)**.
4. The amount of assessment will be memorialized in a letter from the Town Manager or Director of Public Works confirming that the Town has assessed the District in that amount for off-site impacts arising from Encinal school project, and the amount must be paid if the signalization is approved by the Town Council.

5. The amount assessed is due only if the Project is performed and includes signalization. No portion of the assessment may be applied toward other Town improvements.
6. The District will assist the Town in securing participation by neighboring jurisdictions and available grants to reduce Town's contribution toward Project costs that are not fully reimbursed by the District's payment of the assessment.
7. Engineering costs for design of the Project will be paid by Town.
8. The Project shall be a work of public improvement undertaken solely by the Town in its sole authority, with costs partially reimbursed by the District. The Town and the District agree that the reimbursement shall not change the character of the Project, nor the ownership, maintenance or control of any materials, labor, or land purchased by the Town to complete the Project.
9. The District's assessment is limited to construction of the Project. No District funds are committed for the ongoing maintenance, repair or insurance for the Project.
10. Nothing in this Memorandum of Understanding, nor any activity in relation to the Project, shall be deemed or construed as a partnership or joint exercise of powers.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

MENLO PARK CITY SCHOOL DISTRICT

TOWN OF ATHERTON

By _____

By _____

Superintendent

Mayor

Attest _____

Attest _____

Town Clerk

Superintendent

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Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: APPROVE AN EMERGENCY SERVICES AGREEMENT WITH
WATERWORKS FOR PLUMBING SERVICES FOR THE HOLBROOK-
PALMER PARK SEWER REPLACEMENT PROJECT, IN AN AMOUNT NOT
TO EXCEED \$63,000**

RECOMMENDATION:

Accept the proposal and authorize the City Manager to sign an Emergency Services Agreement with Waterworks to provide plumbing services for the Holbrook-Palmer Park Sewer Project in an amount not exceed \$63,000. The City Manager recommends that competitive bidding be dispensed with under Municipal Code Section 3.16.110(1) and (7).

BACKGROUND:

The main sewer at Holbrook-Palmer Park experienced significant backups during heavy patronage events during November and December 2008. Public Works had Waterworks, the Town's regular plumber, unclog and video the line to determine the cause of the backups. The video showed that there were numerous deficiencies, including sags that held water, separations and areas where there was no bottom left in the pipe.

The recommendation at the time was to clean the line so it would work until a replacement could be budgeted. Public Works crews cleaned the line with the Vactor truck we were renting to clean storm drains. The hydrojet that provides the high pressure water to clean the pipe was unable to pass through the segment of pipe under the Atherton Channel due to offsets in the pipe. A few weeks later, an even more serious backup occurred when this segment clogged. Overflows occurred throughout the park.

It has been determined that the only viable solution is to replace the main sewer line as expeditiously as possible. The new line will be on a different alignment and grade, making it shorter and with a better gradient to prevent clogging. To this end, Public Works staff and Waterworks laid out the

location for the new line. Public Works crews will begin the sewer replacement by digging the trench with the new backhoe recently purchased. That is the most costly portion of the sewer replacement. Public Works will also purchase all the pipe, shoring and trench plates. The plumber can then install the pipe in the trench and connect all the laterals to the buildings (Main House, Carriage House, Playschool, Pavilion and Restrooms). Public Works will then backfill the trench and repair the surface (grass, landscaping, paving and concrete).

The most critical section of line is the failed section under the Atherton Channel, where the most recent clogging occurred. However, in order to replace the failed section of line under the Atherton Channel in the winter, trenching is not a viable solution. Instead, we recommend that Waterworks be hired to jack and bore the pipe under the Channel and T-Connect the new line to the West Bay Sanitary District line. Only a licensed plumber can perform these activities, especially the connection to West Bay's main line sewer.

ANALYSIS:

Staff solicited a proposal for the Atherton Channel and tie-in work from Waterworks due to their familiarity with the line. Waterworks has been maintaining the Park sewer system for the past twelve years and knows the system well. On an emergency basis such as this, it is recommended that Waterworks be retained to assist the Public Works crews to complete the sewer replacement.

This is an emergency sewer replacement. Only the main line sewer that is failed is to be replaced. Laterals to the buildings will be tied in and can be investigated further under non-emergency contracts.

FISCAL IMPACT:

Facility Repair (3122) funds in the amount of \$90,000 are budgeted in Public Buildings (Program 559) in FY 2008-09. \$26,306 of this budget has been encumbered for the Main House Roof replacement and miscellaneous repairs to date used \$11,593, leaving \$52,101. Other repairs anticipated by this budget will be deferred until next year. Other Contract Services (3165) in the amount of \$14,000 budgeted in Public Buildings (Program 559) will also be used for these contracted services.

The total available budget in these two funds is \$66,101. The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$63,000, which is within the approved budget from these two funds.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachments: Proposal

**The Water Works
131 San Benito Rd
Brisbane, Ca 94005
Lic 862309**

Sewer Replacement

**Holbrook Palmer Park
150 Watkins Ave
Atherton, Ca**

Excavation Route Watkins Ave

**Excavate down 9’6” approx. 5’ downstream from manhole, and trench to culvert
Excavate along side of culvert, “street side”, and trench opposite the side of culvert, “park side”
Auger below culvert with a 9” diameter to accommodate 6” pipe
All soil removed and disposed, and will be replaced with ¾ base rock
¾ Base rock 6”-8” below pipe for proper bedding
Once existing city main is exposed, a 6” tap tee will be installed for a proper connection
Approx. 60’ of 6” SDR 17 Polyethylene pipe with fusible couplings and fittings will then be installed
10’ water test on system upon West Bay inspection
Back fill trench with ¾ base rock and compacted to a 98% compaction ratio**

Excavation includes:

**Asphalt and concrete saw cutting removal and disposal.
All necessary shoring, and steel plates
Removal and put back of cyclone fence near culvert**

Contingencies:

**Any landscaping, back to its original state
Any unforeseen problems and or changes**

Total **\$63,000.000**

**If there are any questions regarding this proposal,
Please contact Dino Giannini
415 290 2024**



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JANUARY 15, 2009

**SUBJECT: AWARD OF CONTRACT TO J. J. NGUYEN, INC. FOR THE
HOLBROOK PALMER PARK FOUNTAIN PROJECT, PROJECT
NO. 08-006**

RECOMMENDATION:

Award the contract for the Holbrook Palmer Park Fountain Project, Project No. 08-006 to J. J. Nguyen, Inc., the low bidder on the January 8, 2009 bids, for \$68,637.70, with a 10% construction contingency of \$6,863.70, for a total authorization of \$75,501.47; and to authorize the City Manager to sign the contract on behalf of the Town.

INTRODUCTION:

The FY 2008-09 adopted Capital Improvement Program includes funds for constructing the Fountain Landscape Project. The need for this project resulted from the restoration of the historic fountain and approval of the Landscape Master Plan for Holbrook-Palmer Park. This area of the park was included in the "First Steps" portion of the Master Plan.

ANALYSIS:

Five bids were received for the Holbrook-Palmer Park Fountain Project as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>
J. J. Nguyen, Inc.	San Jose, CA	\$68,637.70
Douglas Landscaping	San Jose, CA	\$99,103
George Bianchi Construction	San Jose, CA	\$144,620
P&A Construction	San Francisco, CA	\$168,200
Giampolini & Co.	San Francisco, CA	\$263,114

FISCAL IMPACT:

Parcel Tax funds in the amount of \$105,000 are budgeted for this project in FY 2008-09. Bids were received for the project on January 8, 2009. J. J. Nguyen, Inc. was the low bidder at \$68,637.70. This bid was 35% below the engineer's estimate prepared by Kikuchi & Associates, the designer of the project, of \$115,379. A 10% construction contingency of \$6,863.70 would bring the total authorization to \$75,501.47, which is within the FY 2009-09 budget.

Prepared By:

Approved:

/s/ Duncan Jones

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

Jerome D. Gruber
City Manager

Attachments: Bid Results

PROJECT:

Bid Bond? (Y/N)				ENGINEER'S ESTIMATE		JJ NGUYEN SAN JOSE		DOUGLAS LANDSCAPE SAN JOSE		GEORGE BIANCHI SAN JOSE		P & A CONSTRUCTION SAN FRANCISCO		GIAMPOLINE & CO SAN FRANCISCO	
Sub-Contractor List? (Y/N)						Y		Y		Y		Y		Y	
Non-Collusion Affidavit? (Y/N)						Y		Y		Y		Y		Y	
ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1.00	strip ex. lawn	660	sf	\$1.30	\$858	\$1.70	\$1,122.00	\$1.60	\$1,056.00	\$2.45	\$1,617.00	\$2.50	\$1,650.00	\$6.41	\$4,230.60
2.00	misc. clearing and preparation	2,540	sf	\$0.65	\$1,651	\$0.50	\$1,270.00	\$1.40	\$3,556.00	\$2.93	\$7,442.20	\$2.00	\$5,080.00	\$1.92	\$4,876.80
3.00	staging, mobilization, and toilet	1	ea	\$2,500.00	\$2,500	\$6,500.00	\$6,500.00	\$1,157.50	\$1,157.50	\$4,075.00	\$4,075.00	\$5,000.00	\$5,000.00	\$20,653.00	\$20,653.00
4.00	fine grading	5,010	sf	\$1.30	\$6,513	\$0.20	\$1,002.00	\$0.50	\$2,505.00	\$2.21	\$11,072.10	\$1.50	\$7,515.00	\$2.18	\$10,921.80
5.00	decomposed granite surfacing	470	sf	\$5.25	\$2,468	\$2.50	\$1,175.00	\$8.50	\$3,995.00	\$9.75	\$4,582.50	\$8.00	\$3,760.00	\$13.68	\$6,429.60
6.00	headerboard	125	lf	\$6.50	\$813	\$5.00	\$623.00	\$8.50	\$1,062.50	\$23.67	\$2,958.75	\$10.00	\$1,250.00	\$27.75	\$3,468.75
7.00	concrete base for fountain	88	sf	\$65.00	\$5,720	\$25.00	\$2,200.00	\$60.00	\$5,280.00	\$202.00	\$17,776.00	\$200.00	\$17,600.00	\$267.95	\$23,579.60
8.00	blck surfacing on fountain base	65	sf	\$52.00	\$3,380	\$16.00	\$1,040.00	\$45.00	\$2,925.00	\$210.00	\$13,650.00	\$150.00	\$9,750.00	\$128.85	\$8,375.25
9.00	assemble and install fountain	1	ea	\$3,000.00	\$3,000	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00	\$210.00	\$4,278.00	\$7,000.00	\$7,000.00	\$9,992.00	\$9,992.00
10.00	brick planter walls	30	lf	\$78.00	\$2,340	\$65.00	\$1,950.00	\$250.00	\$7,500.00	\$348.00	\$10,440.00	\$150.00	\$4,500.00	\$507.44	\$15,223.20
11.00	controls	1	ea	\$5,500.00	\$5,500	\$2,356.00	\$2,356.00	\$5,500.00	\$5,500.00	\$8,750.00	\$8,750.00	\$5,000.00	\$5,000.00	\$11,101.00	\$11,101.00
12.00	fountain equipment vault	1	ea	\$3,000.00	\$3,000	\$1,850.00	\$1,850.00	\$1,200.00	\$1,200.00	\$5,573.00	\$5,573.00	\$15,000.00	\$15,000.00	\$10,475.00	\$10,475.00
13.00	fountain control enclosure	1	ea	\$4,000.00	\$4,000	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00	\$2,951.00	\$2,951.00	\$7,000.00	\$7,000.00	\$6,934.00	\$6,934.00
14.00	electrical and lighting	3,955	sf	\$5.00	\$19,775	\$4.24	\$16,769.20	\$3.10	\$12,260.50	\$4.42	\$17,481.10	\$3.00	\$11,865.00	\$6.23	\$24,639.65
15.00	bench installation (bench by others)	4	ea	\$650.00	\$2,600	\$400.00	\$1,600.00	\$600.00	\$2,400.00	\$998.33	\$3,993.32	\$300.00	\$1,200.00	\$591.00	\$2,364.00
16.00	drainage	20	lf	\$62.00	\$1,240	\$15.00	\$300.00	\$25.00	\$500.00	\$99.00	\$1,980.00	\$250.00	\$5,000.00	\$367.03	\$7,340.60
17.00	turf from sod	2,680	sf	\$3.25	\$8,710	\$1.00	\$2,680.00	\$2.10	\$5,628.00	\$1.62	\$4,341.60	\$2.50	\$6,700.00	\$6.70	\$17,956.00
18.00	24" box tree	4	ea	\$975.00	\$3,900	\$320.00	\$1,280.00	\$600.00	\$2,400.00	\$270.00	\$1,080.00	\$650.00	\$2,600.00	\$1,998.75	\$7,995.00
19.00	soil preparation	4,445	sf	\$1.00	\$4,445	\$0.28	\$1,244.80	\$1.00	\$4,445.00	\$0.22	\$977.90	\$2.00	\$8,890.00	\$2.42	\$10,756.90
20.00	shrub, g.c., and annual plantings	1,770	sf	\$7.80	\$13,806	\$1.69	\$2,991.30	\$4.10	\$7,257.00	\$2.16	\$3,823.20	\$1.00	\$1,770.00	\$8.38	\$14,832.60
21.00	barb mulch cover	1,770	sf	\$0.65	\$1,151	\$0.38	\$672.60	\$1.70	\$3,009.00	\$0.87	\$1,539.90	\$1.00	\$1,770.00	\$2.83	\$5,009.10
22.00	new irrigation	1,870	sf	\$3.00	\$5,610	\$1.95	\$3,647	\$5.45	\$10,191.50	\$5.40	\$10,098.00	\$15.00	\$28,050.00	\$15.43	\$28,854.10
23.00	modify existing irrigation	2,000	sf	\$1.30	\$2,600	\$0.55	\$1,100.00	\$1.00	\$2,000.00	\$0.82	\$1,640.00	\$3.00	\$6,000.00	\$2.18	\$4,360.00
24.00	60 day maintenance period	8.5	weeks	\$150.00	\$1,275	\$800.00	\$6,800.00	\$150.00	\$1,275.00	\$294.00	\$2,499.00	\$500.00	\$4,250.00	\$322.99	\$2,745.42
25.00							\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTALS					\$104,890		\$68,637.70		99,103.00		144,619.57		168,200.00		263,113.97



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE
TOWN OF ATHERTON APPROVING THE APPLICATION FOR
LAND AND WATER CONSERVATION FUND FOR THE
HOLBROOK-PALMER PARK TENNIS COURT
REHABILITATION PROJECT**

RECOMMENDATION:

Adopt a Resolution of the City Council of the Town of Atherton approving the application for Land and Water Conservation Fund (LWCF) for the Holbrook-Palmer Park Tennis Court Rehabilitation project, and committing the required local match of 50%.

BACKGROUND:

In December, the State of California Department of Parks and Recreation issued a call for projects to be funded by the LWCF grant program. Applications are due March 2, 2009.

The LWCF's statement of purpose reads:

The purposes of the LWCF program are "to assist in preserving, developing and assuring accessibility to all citizens of the United States of America of present and future generations . . . such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable. . . by (1) providing funds for and authorizing federal assistance to the states in planning, Acquisition, and Development of needed land and water areas and Facilities, and (2) providing

funds for the federal Acquisition and Development of certain lands and other areas.” (Section 1(b) of the Land & Water Conservation Fund Act of 1965, as amended, 78 Stat. 897)

The congressional intent of the LWCF is for Applicants and the California Department of Parks and Recreation to cooperatively acquire, develop, and maintain outstanding properties in perpetuity for outdoor recreation purposes. It is important that quality recreation Facilities are developed for people at the local level and statewide.

The LWCF program, administered nationally by the National Park Service, provides funds to federal agencies, the 50 states and 6 territories. Funds for the program come from federal recreation fees, sales of federal surplus real property, federal motorboat fuels tax, and Outer Continental Shelf mineral receipts. The money allocated to the states may be used for statewide planning, acquiring, and developing outdoor recreation areas and Facilities.

The LWCF Guidelines state that the funds may be used for Acquisition and Development projects, and that:

Development Projects shall include the construction of new and/or renovation of existing Facilities for outdoor recreation. . Associated support Facilities (e.g., restrooms, utilities) are eligible. Indoor Facilities which support outdoor recreation activities in the immediate vicinity are also eligible.

Projects that involve new construction or renovation of Facilities must provide access in accordance with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., and all other laws relating to accessibility.

From this it is clear that the tennis courts rehabilitation project is eligible for these funds.

ANALYSIS:

The tennis courts rehabilitation project that would reconstruct the tennis court surface and replace the nets, fences, windscreens, benches and drinking fountain was originally bid on July 14, 2003, with a low bid of \$277,312. At that time, the City Council decided not to award the project unless significant funds could be provided from a non-City funding source. Since that time, asphalt prices have increased dramatically, and other materials prices have also increased. The current estimate of the cost for the same project is now \$350,000.

The Town recently re-patched and re-painted the tennis courts. This maintenance action is expected to last approximately 5 years before needing further and more extensive rehabilitation. This grant would allow time to develop the project plans and begin to construct the project when the courts again begin to deteriorate.

FISCAL IMPACT:

The cost estimate for the Holbrook-Palmer Park Tennis Courts Rehabilitation Project is \$350,000 based on a cost estimate prepared by staff, including construction costs and contingency. The Town needs to commit to fund \$175,000 to match the LWCF grant; however, other non-federal grants, i.e., State Park Grants, may be used to provide matching funds for the LWCF grant and vice versa, if such other grants are awarded. Additionally, private donations may be used as a part of the matching funds.

This grant will allow sufficient time to pursue matching funds outside of normal City funds; however, the Town must commit to funding the project in the Resolution. A maximum of \$175,000 from either Parcel Tax funds or the new Parks for the Future funding, if passed by the voters, will need to be committed and budgeted for the project in future years.

Prepared by:

Approved by:

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

Jerome D. Gruber
City Manager

Attachments: Resolution

RESOLUTION 09-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUND FOR THE HOLBROOK-PALMER PARK TENNIS COURT REHABILITATION PROJECT

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, said adopted procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of applications and the availability of eligible matching funds prior to submission of said applications to the State; and

WHEREAS, the proposed Holbrook-Palmer Park Tennis Court Rehabilitation Project is consistent with the most recent *California Outdoor Recreation Plan (CORP)*; and

WHEREAS, the Project must be compatible with the land use plans of those jurisdictions immediately surrounding Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton hereby:

1. Approves the filing of an Application for Land and Water Conservation Fund assistance; and
2. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the Project, half of which will be reimbursed; and
3. Certifies that the Project is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and
4. Appoints the City Manager as agent of the Applicant to conduct all negotiations and execute and submit all documents, including, but not limited to: Applications, contracts, amendments, payment requests, and compliance with all applicable

current state and federal laws which may be necessary for the completion of the
aforementioned Project.

* * * * *

*I hereby certify that the foregoing Resolution was duly and regularly passed and
adopted by the City Council of the Town of Atherton at a regular meeting thereof held on
this 15th day of January, 2009, by the following vote:*

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

ATTEST:

Jerry Carlson, MAYOR
TOWN OF ATHERTON

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
WILSEY HAM FOR STREET RECONSTRUCTION FINAL DESIGN
SERVICES FOR THE FLETCHER-RIDGEVIEW PROJECT**

RECOMMENDATION:

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Wilsey Ham to provide street reconstruction final design services for the Fletcher-Ridgeview Project in an amount not exceed \$37,596, plus a 10% contingency, for a total authorization of \$41,345.

BACKGROUND:

Wilsey Ham was chosen by Qualifications Based Selection and approved by Council in February 2008 to be the Town's on-call drainage design consultant. The first project was the design of a storm drain system for Fletcher Drive and Ridgeview Drive. That project is substantially completed.

When the 2008 Pavement Condition Report came out, it was determined that Ridgeview Drive is the fifth worst street in the Town with a PCI of 39. This PCI, in the fair condition category, makes Ridgeview a candidate for reconstruction. Fletcher Drive, which has a PCI of 71 (normally just a slurry seal candidate), has several trench cuts across the streets at angles from a previous sewer project, and will have additional cuts from the storm drain project. In addition, both streets, especially Fletcher Drive, have irregular street widths and geometry. For these reasons, staff recommends that both streets be reconstructed as a part of the storm drain project.

ANALYSIS:

Wilsey-Ham already has plans under preparation for the Fletcher-Ridgeview storm drain project. It is desirable to reconstruct the streets at the same time as the storm drain project, and is recommended that both work efforts be included in the same project. It therefore makes economic sense to have Wilsey-Ham modify their storm drain project plans to include the street reconstruction.

FISCAL IMPACT:

Measure A and Road Impact funds in the amount of \$1,500,000 were budgeted for street reconstruction work in FY 2007-08. The final negotiated fee estimate for the street reconstruction phase of work (Fletcher-Ridgeview Final Design) is \$37,586. This includes \$3,600 for additional surveying that would normally be included in CIP support, but it was felt it would be more efficient for Wilsey Ham, who has his own survey crews, to perform this work. A 10% contingency of \$3,759 would bring the total authorization to \$41,345, which is within the approved budget.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachments: Professional Services Agreement
Scope of Work
Fee Estimate

PROFESSIONAL SERVICES AGREEMENT FOR
FLETCHER RIDGEVIEW STREET RECONSTRUCTION DESIGN

THIS AGREEMENT is entered into between the Town of Atherton, a municipal corporation, hereinafter referred to as "the City", and Wilsey-Ham, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform Municipal Street Reconstruction Final Design services in connection with the project designated as Fletcher-Ridgeview Storm Drain Project.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the City to the Consultant to proceed. Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this agreement within 90 calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the City.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$37,586 without express written modification of the agreement signed by the City.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 85% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is

executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. Consultant shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property to the extent caused by a negligent act, omission or failure of the Consultant.
8. Insurance. The Consultant shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$2,000,000 aggregate for personal injury, and \$500,000 per occurrence/aggregate for property damage. Said general liability policy shall name the Town of Atherton as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.
9. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

12. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

13. Termination.

- a. The City reserves the right to terminate this agreement at any time by giving thirty (30) days written notice to the Consultant.
- b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the City, if the City so chooses.

14. Notices. Notices to the Town of Atherton shall be sent to the following address:

Duncan Jones, Atherton Public Works Director
91 Ashfield Road
Atherton, CA 94027

Notices to Consultant shall be sent to the following address:

Jeff Peterson, PE, Principal, Wilsey Ham
393 Vintage Parkway, Suite 100
Foster City, CA 94404

15. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of January, 2009.

Town of Atherton

Wilsey-Ham, Consultant

By _____
City Manager

By _____

Approved as to Form

By _____
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
PAYMENT

1. Consultant shall be paid up to \$37,586 as per Exhibit B-1 to complete the scope of work as outlined in Exhibit "A".
2. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 85% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

December 30, 2008

Duncan Jones
Public Works Director
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

WH Job No. 256-080

Re: Proposed Amendment #1 to Existing Agreement for Fletcher Drive/Ridgeview Drive Storm Drainage Improvements

Dear Duncan:

Based on your request at our meeting on December 10, 2008 to review the 65% design submittal, we are pleased to provide you with this proposal for additional engineering and surveying services for the Fletcher Drive/Ridgeview Drive Storm Drainage Improvements Project.

Background

The Town of Atherton has evaluated Fletcher and Ridgeview and determined that they have pavement condition indexes (PCI's) of 71 and 39, respectively. That evaluation puts Ridgeview Drive as one of the worst streets within the Town of Atherton. At this time and as part of the storm drain improvement project, the Town would like to perform road improvements for Fletcher Drive from Alta Vista to Ridgeview Drive (approximately 865 lf), and Ridgeview Drive from Fletcher Drive to Atherton Avenue (approximately 1600 lf). The road improvements will consist of the following: provide consistent road width (20 feet of pavement), provide valley gutter or rolled curb on both sides of the road, improve geometrics of horizontal alignment based on road right-of-way and as space permits, improve intersection geometrics with standard radii, conform existing driveways to new roadway, and replacement of existing pavement section with 6 1/2" full depth asphalt concrete over 6" stable subgrade.

In light of the foregoing, Wilsey Ham proposes the following additional scope of work for the preparation of road improvements for Fletcher Drive/Ridgeview Drive Storm Drainage Improvement Project.

Scope of Services

Task 4 –Supplemental Roadway Topographic Survey

A supplemental topographic survey will be required to collect additional roadway and driveway detail needed to design the roadway improvements. Approximately 100 lf of Ridgeview Drive will require a full topographic survey. Additional topographic information between the edge of

December 30, 2008

Duncan Jones

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pavement and right-of-way, including private driveways, will be required for realignment and conforms throughout the project.

Two and a half days of field survey have been budgeted for this task.

Deliverables: Updated project topographic base map.

Task 5 – 65% Design of Roadway Improvements

Roadway improvement designs will be added to the storm drain improvement plans and one comprehensive plan set will be prepared. The roadway improvement design will be developed to approximately 65% complete stage and then submitted to the Town for review and comment. The following tasks will be included:

- Site visit.
- Prepare horizontal alignment of Fletcher Drive and Ridgeview Drive.
- Prepare vertical alignment of Fletcher Drive and Ridgeview Drive.
- Prepare preliminary grading showing cross slopes and conform limits.
- Adjust storm drain improvements to conform to new roadway alignments.
- Prepare roadway details including typical roadway section and pavement section.
- Update Engineer's Estimate.
- Submit plans and estimate and meet with the Town to review 65% design of roadway improvements.

Deliverables: Two sets of 24" x 36" design plans developed to the 65% complete stage, preliminary construction specifications and updated construction cost estimate.

Task 6 – 95%, 100%, Final Construction Documents for Roadway Improvements

After receipt of the 65% review comments from the Town of Atherton, the roadway improvements will be developed to the 95% complete stage, included in the storm drain improvement plans and submitted for the Town's review. Revisions will be incorporated into the 95% package based on the Town's review comments. After receipt of the Town's comments from the review of the 95% complete package, Wilsey Ham will incorporate the Town's comments, finalize the roadway improvement design and incorporate into the 100% submittal. Any comments from this review will be incorporated into the final package and the full bid package will be stamped, signed and submitted for the Town's use in bidding the project. Development of the 95%, 100% and final construction document and bid package preparation will include the following tasks:

- Incorporate the Town's 65% review comments.
- Develop roadway improvement plans and details to the 95% level.
- Review Town's sample roadway specifications, edit, and prepare for submittal.

December 30, 2008

Duncan Jones

Page 3

- Perform quality control check and submit package to Town.
- Make revisions to address the Town's 95% review comments. Submit 100% drawings and documents for review and final approval.

Deliverables: All roadway improvement designs will be incorporated into the storm drain improvement plans and submitted as one set in accordance with original contract.

Assumptions and Exclusions

The following assumption and exclusions were made in the preparation of this proposal:

1. It is assumed that Town will provide Wilsey Ham with sample roadway specifications in Microsoft Word format. Only minor revisions are anticipated.
2. Preparation of easements is not anticipated and therefore has not been included in this proposal.
3. Property lines will be shown per record maps. No property surveys will be performed as part of this work.
4. All permit costs and agency/utility fees will be paid by others.
5. It is assumed that no geotechnical investigation or recommendations will be required for this project.
6. No formal survey monuments will be set as part of the proposed work.
7. Bidding and construction services have not been included in this proposal.

Fee and Schedule

Wilsey Ham's Labor Fee for the additional tasks described above is a maximum of \$37,586, including \$2,500 budget for the reimbursable items. The resulting total contract amount is \$107,830 (original \$70,244 plus additional). Billings will be monthly based and will be charged on a time and materials basis to the maximum shown above, in accordance with the attached Charge Rate Fee Schedule.

December 30, 2008

Duncan Jones

Page 4

Authorization

You may authorize Wilsey Ham to proceed in accordance with this proposal and the Town of Atherton's Contract Provisions upon execution of a contract.

We appreciate the opportunity to participate on your project.

Very truly yours,

WILSEY HAM
A California Corporation

Amy Dunning, P.E.
Project Manager
RCE #69,658

Accepted: Duncan Jones
Public Works Director/City Engineer

By:_____

Title:_____

Date:_____

Jeff Peterson
Principal
RCE #41,385

Attached: Standard Contract Provisions
Fee Estimate

Town of Atherton
Fletcher Drive/Ridgeview Drive Storm Drain Improvement Project
Fee Estimate for Amendment #1
December 30, 2008

Description/Task	SUPERVISING ENGINEER \$196 HRS		SENIOR ENGINEER \$152 HRS		ASSOCIATE ENGINEER \$142 HRS		DESIGNER TECHNICIAN II \$114 HRS		2 PERSON SURVEY CREW \$225 HRS		Sub Consultants	REIM- BURSABLE EXPENSES	TOTAL WH LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS
4 Supplemental Topo for Roadway Imp															
1. Supplemental survey/base map.	196	1	304	2			2,280	20	3,600	16		500	6,380	6,880	39
Subtotal	196	1	304	2			2,280	20	3,600	16		500	6,380	6,880	39
5 65% Design of Roadway Imps															
1. Site visit.			456	3									456	456	3
2. Prepare horizontal alignments.	196	1	1,824	12	284	2	456	4					2,760	2,760	19
3. Prepare vertical alignments.	196	1	1,824	12	284	2	1,368	12					3,672	3,672	27
4. Prepare prelim grading.	196	1	2,432	16	284	2	912	8					3,824	3,824	27
5. Adjust storm drain improvements.			608	4			456	4					1,064	1,064	8
6. Prepare roadway details.			304	2			912	8					1,216	1,216	10
7. Update constr cost estimate			608	4	142	1							750	750	5
8. Submit 65% & meet w/Town	392	2			284	2	342	3				1,000	1,018	2,018	7
Subtotal	980	5	8,056	53	1,278	9	4,446	39				1,000	14,760	15,760	106
6 95% & Final Design Roadway Imps															
1. Incorp Town 65% comments	196	1	1,216	8	142	1	912	8					2,466	2,466	18
2. Dev roadway plans & dets - 95%			2,432	16	568	4	1,824	16					4,824	4,824	36
3. Review sample specs & revise.			2,432	16	284	2							2,716	2,716	18
4. Qual Contr check - submit to Tw'n	784	4	304	2	852	6	456	4					2,396	2,396	16
5. Final revs per comments-submit.	196	1	608	4	284	2	456	4				1,000	1,544	2,544	11
Subtotal	1,176	6	6,992	46	2,130	15	3,648	32				1,000	13,946	14,946	99
GRAND TOTAL	2,352	12	15,352	101	3,408	24	10,374	91	3,600	16		2,500	35,086	37,586	244

- Notes:**
1. The amounts may vary between tasks and individuals but the Grand Total amount will not be exceeded without approval of the Client.
 2. Total All includes subconsultants and reimbursable costs.
 3. Hourly rates effective through December 31, 2009 and subject to revision annually thereafter.
 4. All positions may not be shown. If a position is not shown the Charge Rate Fee Schedule will govern.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AGREEMENT
FOR DISTRIBUTION OF SAN MATEO COUNTY
MEASURE A FUNDS FOR LOCAL TRANSPORTATION
PURPOSES IN ACCORDANCE WITH THE 2004
MEASURE A, EFFECTIVE JANUARY 1, 2009**

RECOMMENDATION:

Adopt a Resolution approving an agreement for distribution of San Mateo County Measure A funds for local transportation purposes in accordance with the 2004 Measure A, effective January 1, 2009

INTRODUCTION:

In the election of November 2, 2004, the voters of San Mateo County approved the reauthorization of the Measure A special sales tax (1/2%) for transportation projects. 22.5% of the proceeds will be distributed to the cities of San Mateo County for local transportation purposes.

The distribution is based in part on road miles and in part on population. Atherton's percentage will be 1.89% of the 22.5%, or 0.425% of the total sales tax collected in San Mateo County. Measure A is a principal funding source for street reconstruction portion of the Capital Improvement Program.

ANALYSIS:

In order to receive the Measure A funds, the Town of Atherton must enter into a funding agreement with the San Mateo County Transportation Authority. The agreement contains restrictions on the use of the funds, and reporting/auditing requirements to verify that the funds were correctly used.

FISCAL IMPACT:

With this agreement, the Town will receive its share of the tax revenues, which are estimated at about \$250,000 per year for the next 25 years, beginning January 2009. The exact amount depends on the amount of sales tax collected.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachments: Agreement

RESOLUTION 09-__

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
APPROVING THE AGREEMENT FOR DISTRIBUTION OF SAN MATEO
COUNTY MEASURE A FUNDS FOR LOCAL TRANSPORTATION PURPOSES
IN ACCORDANCE WITH THE 2004 MEASURE A EFFECTIVE
JANUARY 1, 2009**

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure known as "Measure A" which increased the local sales tax in San Mateo County by ½ percent with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan (TEP) that included a provision for the creation of the San Mateo County Transportation Authority (Authority); and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the Authority of the Measure A ½ cent transaction and use tax for an additional 25 years beginning January 1, 2009 ; and

WHEREAS, the continuation of Measure A contains a new TEP that includes an annual allocation of 22.5 percent of the total revenue generated by the Transaction and Use Tax (previously 20 percent under the original Measure A) to the cities and County of San Mateo for the improvement or maintenance of local streets and roads in accordance with the formula specified in Exhibit B of the attached agreement, resulting in the Town of Atherton receiving 1.89 percent of the total revenue; and

WHEREAS, the Transportation Authority and the City desire to adopt a new agreement to formalize the process, terms and conditions governing the allocation and expenditure of the Measure A funds provided to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Atherton that the City Council hereby approves the Agreement for Distribution of San Mateo County Measure A Funds for Local Transportation Purposes in Accordance with the 2004 Measure A, effective January 1, 2009, and authorizes the City Manager to execute the agreement.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on this 21st day of January, 2009, by the following vote:

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

ATTEST:

Jerry Carlson, MAYOR
TOWN OF ATHERTON

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney

**AGREEMENT FOR DISTRIBUTION OF SAN MATEO COUNTY MEASURE A FUNDS
FOR LOCAL TRANSPORTATION PURPOSES IN ACCORDANCE WITH
THE 2004 MEASURE A, EFFECTIVE JANUARY 1, 2009**

This Agreement is made this _____ day of _____, 200____, by and between the SAN MATEO COUNTY TRANSPORTATION AUTHORITY ("Authority"), a political subdivision, and _____ ("City"), a municipal corporation, with reference to the following:

WHEREAS, at the General Election of June 7, 1988, the voters of San Mateo County approved Measure A, "An ordinance providing for the creation of the San Mateo County Transportation Authority, for the Imposition of a [1/2 cent] Transactions and Use Tax, for the Issuance of Limited Tax Bonds, and for Other Purposes," which Measure will expire December 31, 2008; and

WHEREAS, Measure A contained the San Mateo County Transportation Expenditure Plan, authorizing the collection and distribution by the Transportation Authority of the 1/2 cent transactions and use tax; and

WHEREAS, at the General Election of November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the Authority of the Measure A 1/2 cent transactions and use tax ("Transactions and Use Tax") for an additional 25 years, beginning January 1, 2009; and

WHEREAS, the new Measure A referenced above contains a new San Mateo County Transportation Expenditure Plan ("TEP") attached hereto as Exhibit A; and

WHEREAS, the State legislation which enabled the original and continued Measure A to be presented to the voters (Public Utilities Code Section 131100 et seq.) was adopted with the intention that the funds generated by the Transactions and Use Tax shall not constitute replacement by local entities of funds previously provided by property tax revenues or other local revenues for transportation purposes; and

WHEREAS, the TEP enacted by the continuation of Measure A includes an annual allocation of 22.5% of the total revenue generated by the Transactions and Use Tax (previously 20% under the 1988 Measure A) to the cities of San Mateo County and to the County of San Mateo for the improvement or maintenance of local transportation, including streets and roads, in accordance with the formula specified in Exhibit B and incorporated herein by this reference; and

WHEREAS, the Authority entered into agreements with each city in the County, and with the County, for distribution of San Mateo County Measure A funds for local transportation purposes to formalize the process and the terms and conditions governing the allocation of transactions and use tax revenues under the 1988 Measure A for the aforementioned purposes; and

WHEREAS, as the 1988 Measure A will expire December 31, 2008, its related agreements for distribution of Transactions and Use Tax revenues for local transportation purposes will also be terminated by their own terms; and

WHEREAS, the Authority and the City desire to adopt this new Agreement to formalize the process, terms and conditions governing the allocation and expenditure of Transactions and Use Tax revenues provided to the City for the improvement or maintenance of local transportation, including streets and roads, under the 2004 Measure A ("Funds Provided Pursuant to this Agreement").

NOW, THEREFORE, the parties agree as follows:

I

AUTHORITY agrees:

That it shall, within ten (10) days of receipt by the Authority or its fiscal agent of Transactions and Use Tax revenues from the State Board of Equalization, typically occurring monthly but not less than twice each quarter, and evincing Transactions and Use Tax revenues for the previous month(s), remit or instruct its fiscal agent to remit to the City the City's portion of the revenues, calculated by the Authority or its fiscal agent according to the formula set forth in Exhibit B.

II

CITY agrees:

1. To use any Funds Provided Pursuant to this Agreement to supplement existing local revenue being used for public transportation purposes listed in the TEP, that said Funds Provided Pursuant to this Agreement may not be used to replace funds previously provided by property tax or other local revenues for public transportation purposes, and that City will limit the use of Funds Provided Pursuant to this Agreement to the improvement and maintenance of local transportation, including streets and roads improvements, as described in the TEP.

2. No later than ninety (90) days from the end of each of its fiscal years during the term of this Agreement, to submit to the Authority a summary of the projects and/or programs funded in whole or in part with Funds Provided Pursuant to this Agreement during the prior fiscal year. Such summary shall provide a brief description of the various projects and/or programs, including, where appropriate and applicable, project and/or program locations and a list of other sources of funding leveraged/matched with Funds Provided Pursuant to this Agreement.

3. No later than one hundred eighty (180) days from the end of each fiscal year during the term of this Agreement, to submit to the Authority a compliance audit prepared by the City's own internal independent auditor or by a Certified Public Accountant, to substantiate that the City has complied with the requirements of this Agreement, including the TEP, concerning the purpose for which Funds Provided Pursuant to this Agreement have been spent.

III

AUTHORITY and **CITY** agree:

If the Authority determines, based on the information provided as detailed above, that the City has used Funds Provided Pursuant to this Agreement for projects or purposes other than those contemplated in this Agreement and the TEP, the Authority will notify the City of its determination. The City shall, within thirty (30) days of notification of the Authority's

determination, either (a) repay such funds to the Authority, or (b) provide to the Authority an answer detailing the City's understanding of how the funds in question were spent for projects or purposes contemplated in this Agreement and the TEP, to which the Authority will respond within thirty (30) days of receipt. The Authority's response will be final, unless otherwise stated in the response.

IV

TERM:

The term of this contract shall commence upon receipt by the Authority, or its fiscal agent, of its first transfer of Transactions and Use Tax revenues under the 2004 Measure A. The term of this contract shall end when the Authority, or its fiscal agent, has disbursed, and the City has spent, its last disbursement under the 2004 Measure A, the reporting and audit processes contemplated in Sections II.2 and II.3 of this Agreement have been completed, and the Authority has accepted the City's final audit concerning the Funds Provided Pursuant to this Agreement.

IV

MODIFICATION:

The parties may modify or amend this Agreement, in writing, by mutual consent.

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

APPROVED AS TO FORM:

By: _____

Attest: _____

Attorney for the Authority

CITY/TOWN OF _____

By: _____

Title: _____

Attest: _____

[Attach Transportation Expenditure Plan as Exhibit A]

EXHIBIT B

**FUNDS DISTRIBUTION TO CITIES AND COUNTY FOR
LOCAL STREETS/ TRANSPORTATION UNDER
2004 MEASURE A AND TRANSPORTATION EXPENDITURE PLAN**

Formula: The distribution shall be based 50% on population and 50% on road miles, which shall be adjusted annually.

Estimated annual distribution illustrating application of the Formula, based on 2008 data:

CITY	ROAD MILES	% OF MILES	POPULATION	% OF POPULATION	% OF TOTAL ALLOCATION
Atherton	50.54	2.77%	7,475	1.01%	1.89%
Belmont	64.17	3.51%	26,078	3.53%	3.52%
Brisbane	25.70	1.41%	3,861	0.52%	0.96%
Burlingame	83.42	4.56%	28,867	3.90%	4.23%
Colma	7.80	0.43%	1,613	0.22%	0.32%
Daly City	113.57	6.22%	106,361	14.38%	10.30%
East Palo Alto	38.66	2.12%	32,897	4.45%	3.28%
Foster City	47.20	2.58%	30,308	4.10%	3.34%
Half Moon Bay	26.73	1.46%	13,046	1.77%	1.61%
Hillsborough	82.20	4.50%	11,272	1.52%	3.01%
Menlo Park	98.40	5.39%	31,490	4.26%	4.82%
Millbrae	54.04	2.96%	21,387	2.89%	2.93%
Pacifica	91.47	5.01%	39,616	5.36%	5.18%
Portola Valley	42.47	2.32%	4,639	0.63%	1.48%
Redwood City	154.18	8.44%	77,269	10.45%	9.45%
San Bruno	78.88	4.32%	43,444	5.88%	5.10%
San Carlos	86.59	4.74%	28,857	3.90%	4.32%
San Mateo	194.44	10.64%	95,776	12.95%	11.80%
So. San Francisco	123.09	6.74%	63,744	8.62%	7.68%
Woodside	50.33	2.75%	5,625	0.76%	1.76%
San Mateo County Unincorporated	313.12	17.13%	65,844	8.90%	13.02%
<i>Total</i>	<i>1,827.00</i>	<i>100%</i>	<i>739,469</i>	<i>100%</i>	<i>100%</i>



SAN MATEO COUNTY
**Transportation
Authority**

2004 Transportation Expenditure Plan

- Developed with extensive public input
- Approved by the San Mateo County Transportation Authority, San Mateo County Board of Supervisors, each of the 20 cities within San Mateo County and the Metropolitan Transportation Commission

TRANSPORTATION EXPENDITURE PLAN

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I. SUMMARY

Measure A: Effective and Essential

The 1988 voter approval of Measure A, San Mateo County's half-cent transportation sales tax, adopted under provisions of the California Public Utilities Code commencing at Section 131000, has provided the County with a resource to meet its multi-faceted transportation challenges during the past 16 years. The measure also marked the development of the San Mateo County Transportation Authority (hereafter referred to as the TA), the agency created to administer the sales-tax funds. Because the measure ends in 2008, its extension is at the heart of the County's ability to continue meeting its growing transportation needs.

Growth in employment during the 1990s has increased traffic congestion along several highway segments in the County. Significant progress has been achieved in the County through investments in Caltrain and highway improvements; however, the task is not yet complete. As the economy rebounds and then continues to grow, we need to maintain our infrastructure to accommodate the accompanying traffic congestion in commute corridors and on local streets and roads.

Continuing traffic growth also has underscored the importance of additional safety measures, particularly grade separations along the Caltrain rail line and safe bicycle and pedestrian facilities. Local transit service, especially for the elderly and people with disabilities, has become increasingly important in communities throughout the County.

The extension of Measure A will provide San Mateo County with the resources to continue shaping the transportation program to best meet the needs of County residents. In nearly 20 years since the drafting of the current Transportation Expenditure Plan, the County has seen the emergence of a new set of challenges, which must be met if the quality of life in the County is to be preserved.

Developing the Next Transportation Expenditure Plan

The Transportation Expenditure Plan for the extension of Measure A began with a blank sheet of paper and was assembled through a process which embraced the many and varied constituencies that make up San Mateo County. Beginning in the Spring of 2003, we embarked on a process that included melding technical evaluations with the feedback from the public and elected officials throughout the County.

The TA provided an important forum for public input into the Transportation Expenditure Plan by sponsoring focus groups, three public workshops and hosting more than 30 outreach events to civic organizations, service groups and neighborhood associations. Through this public process, the TA gained perspectives of residents

representing both the general public and groups with special needs. The opinions and suggestions heard at these public outreach events were evaluated by professional staff from the TA, cities and local agencies who worked together to recommend a program which addresses both current and anticipated congestion needs.

While all projects were considered for the Transportation Expenditure Plan, not every project could be included because the total estimated cost of all the suggested projects was more than the current estimated income of an extended Measure A.

The Transportation Expenditure Plan reflects programs and projects identified by cities and local agencies plus additions from public workshops.

When creating the Transportation Expenditure Plan, the TA focused on building a balanced plan, consistent with the Countywide Transportation Plan, reflecting the wants and needs of the public combined with the recommendations of engineers and the support of elected officials.

Plan Vision

Through this multi-party process, a strategy has emerged.

- Target key, congested corridors for highway and transit improvements
- Continue to improve connections with regional transportation facilities
- Enhance safety in all aspects of the transportation system.
- Meet local mobility needs, especially those of seniors and people with disabilities
- Meet the Cities' and County's unique local transportation needs
- Leverage local, state and federal funds
- Encourage transportation projects that support transit-oriented development

These broad themes have been translated into a balanced plan which provides for the multi-faceted needs of San Mateo County. Specific programs and projects have emerged as components in a countywide strategy.

Transportation Expenditure Plan Program Categories

The Transportation Expenditure Plan provides for investment in six program categories. Each program category receives a percentage share of sales tax revenues, currently estimated at \$1.5 billion (in 2004 dollars) over a 25-year period.

<u>Program Category</u>	<u>Percent Share</u>	<u>25-Year Estimated Revenue</u>
1. Transit	30 %	\$450 Million
2. Highways	27.5 %	\$412.5 Million
3. Local Streets/Transportation	22.5 %	\$337.5 Million
4. Grade Separations	15 %	\$225 Million
5. Pedestrian and Bicycle	3 %	\$ 45 Million
6. Alternative Congestion Relief Programs	1 %	\$ 15 Million

Up to one percent of the revenues is allocated for TA staff salaries and benefits.

Further detail on the specific program within each category is provided in the Transportation Expenditure Plan Summary and Project Description sections of this plan.

Oversight and Administration

The implementation of the Transportation Expenditure Plan will be the continuing responsibility of the current San Mateo County Transportation Authority. The TA is composed of seven elected officials representing the Cities in the County, the County of San Mateo and the San Mateo County Transit District.

The TA will be responsible for developing and updating a strategic plan to guide allocation decisions. The TA will develop the initial strategic plan by December 31, 2008, and prepare and update it at least every five years during the term of the Measure.

The Citizens Advisory Committee established under the original Measure A will continue to advise the TA. The TA also will work closely and cooperatively with the California Department of Transportation (Caltrans), the Metropolitan Transportation Commission (MTC) and the San Mateo City and County Association of Governments (C/CAG) on the programming of grant funding for Transportation Expenditure Plan programs and projects.

II. GOALS AND OBJECTIVES

The programs and projects contained in the Transportation Expenditure Plan are based upon the Countywide Transportation Plan and are essential to meeting the mobility requirements of San Mateo County. Four broad goals for the plan are supported by 15 more specific objectives, many of which are reflective of public feedback heard in workshops and at outreach events. Taken together, these Goals and Objectives are the strategy through which San Mateo County can shape its transportation future.

Goal 1. Reduce Commute Corridor Congestion

- A. Improve mass transit serving the County through investments in Caltrain, BART, ferries and local shuttle services.
- B. Construct key highway projects which remove bottlenecks in the most congested commute corridors as indicated by engineers and confirmed by public opinion.
- C. Provide funding for supplemental countywide highway projects determined to be critical for congestion reduction.
- D. Implement information technologies to optimize the efficiency of the transportation system.
- E. Provide incentives for employers to continue and expand their financial support for commute alternatives.

Goal 2. Make Regional Connections

- A. Improve Caltrain's Baby Bullet service as an alternative to driving on Highway 101 along the Peninsula.
- B. Provide San Mateo County's station and route improvements for the Dumbarton rail line connection with Alameda County.
- C. Provide financial assistance as SanTrans' local match for capital investments and operating expenditures associated with the existing San Mateo County/SFO BART Extension.
- D. Provide financial assistance as local match funds for cost-effective ferry service to South San Francisco and Redwood City.

Goal 3. Enhance Safety

- A. Construct roadway under and overcrossings (grade separations) along the Caltrain and Dumbarton rail lines in San Mateo County.
- B. Provide safe paths for bicyclists and pedestrians.
- C. Improve or maintain local streets, roads and other transportation facilities.

Goal 4. Meet Local Mobility Needs

- A. Provide adequate paratransit service for eligible seniors and people with disabilities through the Redi-Wheels and other accessible services administered by SamTrans.
- B. Improve local shuttle services to provide a viable option to the private automobile for local trips, and to meet the needs of transit dependents.
- C. Provide an assured source of funding to Cities and the County for local street and road improvement and maintenance and to meet the unique transportation needs of each community.

III. TRANSPORTATION EXPENDITURE PLAN SUMMARY

The Transportation Expenditure Plan contains six transportation program categories providing a balanced approach to meeting the mobility needs of San Mateo County. This summary lists the six program categories along with the major projects within each category. The percentage distribution of Measure A sales tax funding for each program category and project is listed along with the estimated dollars of Measure A, other funding and total cost. All dollar estimates are in 2004 dollars.

	Percent Share	Estimated Measure A Funding	Estimated Other Funding	Estimated Total Cost
A. <u>Transit</u>				
1. Improve Caltrain service through a combination of capital investments and operational expenditures.	16%	\$240M	\$250M	\$490M
2. Provide local shuttle services to meet local mobility needs and access to regional transit services.	4%	\$60M	\$60M	\$120M
3. Annually, 4 percent of the total revenue will be allocated to meet the special mobility needs of county residents through paratransit and other accessible services.	4%	\$60M	\$228M	\$288M
4. Provide financial assistance as local match funds for cost-effective ferry service to South San Francisco and Redwood City.	2%	\$30M	\$92M	\$122M
5. Provide financial assistance as SamTrans' local match for capital investments and operating expenditures associated with the existing San Mateo County/SFO BART Extension.	2%	\$30M	\$120M	\$150M
6. Provide station facilities and enhancements for the Dumbarton rail corridor through East Palo Alto, Menlo Park and Redwood City.	2%	\$30M	\$415M	\$445M
Transit Total	30%	\$450M	\$1,165M	\$1,615M

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	Percent Share	Estimated Measure A Funding	Estimated Other Funding	Estimated Total Cost
B. <u>Highways</u>				
1. Funding for projects in key congested corridors throughout the County.	17.3%	\$260M	\$260M	\$520M
2. Funding for supplemental roadway projects throughout the County.	10.2%	\$153M	\$65M	\$218M
Highway Total	27.5%	\$413M	\$325M	\$738M
C. <u>Local Streets/Transportation</u>				
1. Annually, 22.5 percent of the total revenue will be allocated to the 20 Cities and the County for the improvement and maintenance of local transportation, including streets and roads.	22.5%	\$338M	\$527M	\$865M
D. <u>Grade Separations</u>				
1. Construction or upgrade of underpasses or overpasses at key road crossings along the Caltrain and Dumbarton rail lines.	15%	\$225M	\$125M	\$350M
E. <u>Pedestrian and Bicycle</u>				
1. Provide safe paths for bicyclists and pedestrians.	3%	\$45M	\$25M	\$70M
F. <u>Alternative Congestion Relief Programs</u>				
1. One percent of the total revenue will be allocated to fund traffic management projects and creative congestion relief programs.	1%	\$15M	\$15M	\$30M
	TOTAL	\$1,486M	\$2,182M	\$3,668M
				TRANS - 8

Although the Transportation Expenditure Plan contains projects with inter-county implications, seeking the support of adjacent counties, as outlined in Section 131051(i) of the California Public Utilities Code, is unnecessary because Alameda, San Francisco and Santa Clara counties all have approved Transportation Expenditure Plans, which have been coordinated with San Mateo County.

IV. PROJECT DESCRIPTIONS

A. Transit Each of these projects is deemed to be of equal importance and they are not expressed in any priority order.

Project: 1. *Caltrain Improvements*
Cost: \$490 million. Sales tax contribution estimated at \$240 million, Federal \$125-million and State \$125-million.
Sponsor: SamTrans, Peninsula Corridor Joint Powers Board
Description: Continue the current program to rebuild and upgrade Caltrain. Funding would be provided for San Mateo County's share of the capital cost of system wide improvements, including conversion of the line from diesel to electric operation. Funding would also be provided for existing stations upgrades, including expanded parking. Up to one-half of the available funding may be utilized to support operating costs.

Project: 2. *Local Shuttle Service*
Cost: \$120 million. Sales tax contribution estimated at \$60 million. Other public and private \$60 million.
Sponsor: SamTrans
Description: This project sponsored by SamTrans would provide matching funding for the operation of local shuttle services.

Priority will be given to shuttle services which include a portion of the funding from businesses, employers and other private sector sources. Priority shall also be given to local services which connect with Caltrain, BART and future Ferry Terminals.

Project: 3. *Accessible Services for Eligible Seniors and People with Disabilities*
Cost: \$288 million. Sales tax contribution estimated at \$60 million. Other funding of \$228 million from existing sources and fare revenues.
Sponsor: SamTrans
Description: Annually, 4% of the tax revenue will be allocated to support the operating and capital needs of providing paratransit or other accessible services to eligible seniors and people with disabilities.

Project: 4. *San Mateo County Ferry Service*
Cost: \$122 million. Sales tax contribution estimated at \$30 million, \$91 million from bridge tolls, \$1 million from federal grants.
Sponsors: South San Francisco and Redwood City
Description: Provide financial assistance as local match funds for cost-effective ferry service to South San Francisco and Redwood City.

Project: 5. *Existing San Mateo County/SFO BART Extension*
Cost: \$150 million. Sales tax contribution estimated \$30 million, \$120 million from federal grants.
Sponsor: SamTrans
Description: Provide financial assistance as SamTrans' local match for capital investments and operating expenditures associated with the existing San Mateo County/SFO BART Extension.

Project: 6. *Dumbarton Rail Corridor*
Cost: \$445 million. Sale tax contribution estimated at \$30 million, \$415 million from bridge tolls and existing sales tax funding in Alameda, San Mateo and Santa Clara counties.
Sponsor: SamTrans
Description: Funding provided for station facilities and rail corridor improvements in the communities of Redwood City, Menlo Park and East Palo Alto in conjunction with the Dumbarton Rail Corridor.

B. Highways The Highway Program is divided into two components; funding for highway projects in key congested areas as designated by city, county and TA engineers and confirmed by public input; and funding for supplemental projects for all types of roadways (local-collector-arterial-state route) anywhere in the County.

1. *Key Congested Areas* Each of these projects is deemed to be of equal importance and they are not expressed in any priority order

Project: a. *Highway 280 North Improvements*
Cost: \$154 million. Sales tax contribution estimated at \$77 million. State \$77 million.
Sponsor: Caltrans, Daly City
Description: 1) Reconstruct I-280/Route 1 Interchange;
2) Construct Auxiliary Lanes between I-380 and Hickey Blvd.;

Project: *b. Coastsides Highway Improvements*
Cost: \$48 million. Sales tax contribution estimated at \$24 million. State \$24 million.
Sponsors: Pacifica, Caltrans, Half Moon Bay
Description: 1) Route 1 /San Pedro Creek Bridge Replacement;
2) Route 1/ Manor Drive overcrossing improvement and widening;
3) Route 1 and 92 safety and operational improvements within and in the proximity of Half Moon Bay

Project: *c. Highway 92 Improvements*
Cost: \$100 million. Sales tax contribution estimated at \$50 million. State \$50 million.
Sponsors: City of San Mateo, Caltrans, Foster City
Description: Auxiliary lanes and interchange improvements between I-280 and the San Mateo Hayward Bridge.

Project: *d. Highway 101 Mid-County Improvements*
Cost: \$98 million. Sales tax contribution estimated at \$49 million. State \$49 million.
Sponsors: Caltrans, Burlingame, San Mateo
Description: 1) Reconstruction of the Highway 101-Broadway Interchange;
2) Modification of the Highway 101/Peninsula Avenue Interchange;
3) Operational improvements on Highway 101 from Hillsdale to Route 92.

Project: *e. Highway 101 South Improvements*
Cost: \$120 million. Sales tax contribution estimated at \$60 million. State \$60 million.
Sponsor: Caltrans
Description: 1) Reconstruct the Highway 101/Woodside Road Interchange;
2) Highway 101 improvements between Highway 84 and the Santa Clara county line and access improvements to the Dumbarton Bridge.

Project: *2. County-wide Supplemental Roadway Projects*
Cost: \$218 million. Sales tax contribution estimated at \$153 million. State \$65 million.
Sponsors: Caltrans, Cities and San Mateo County
Description: This project provides funding for supplemental roadway projects critical for congestion reduction in addition to those identified in the key congested areas. Supplemental roadway projects may include any type of roadway (local-collector-arterial-state route) anywhere in the County. A partial list of Candidate Projects is included below. Additional Candidate Projects may be submitted to the TA for

consideration to account for changing needs during the 25-year term. Funds will not be adequate to construct all Candidate Projects. The TA will determine Candidate Project selection criteria and prioritization in the Strategic Plan as provided in the Implementation Guidelines.

PARTIAL LIST OF CANDIDATE SUPPLEMENTAL ROADWAY PROJECTS

Route 35 (I-280-Sneath Lane) widening
US 101/Produce Avenue Interchange
Route 92 (I-280-Route 35) truck climbing lane
Willow Road adaptive signal control system
US 101 (Sierra Point Parkway – SF/SM County Line) auxiliary lanes
Geneva Avenue extension
I-280/John Daly Boulevard-Overcrossing (north side) widening
Junipero Serra Boulevard Improvements in Daly City, Colma and South San Francisco
US 101/Candlestick Point Interchange
US 101 (Sierra Point Parkway – San Bruno Avenue) auxiliary lanes
I-280/I-380 local access improvement
Highway 101/Sierra Point Pkwy Interchange replacement and Lagoon Way extension
Triton Drive widening (Foster City)
Sand Hill Road signal coordination
Woodside Road Widening (US 101-El Camino Real)

C. Local Streets/Transportation

Project:	<i>1. Local Streets/Transportation</i>
Cost:	\$865 million. Sales tax contribution estimated at \$338-million, Local and State sources \$527 million.
Sponsors:	Cities and County of San Mateo
Description:	Annually, 22.5% of the tax revenue will be allocated to Cities and the County to fund the improvement or maintenance of local transportation, including streets and roads. The County and Cities may use funding to: maintain or improve local streets and roads by paving streets and sidewalks and repairing potholes; promote or operate alternative modes of transportation, which may include funding shuttles or sponsoring carpools, bicycling and pedestrian programs, and develop and implement traffic operations and safety projects including signal coordination, bike/pedestrian safety projects, eliminating hazardous conditions or acquiring right-of-way.

The annual distribution shall be based 50% on population and 50% on road miles, which will be adjusted annually.

Estimated annual distribution percentage (based on 2004) and dollars to each City and the County are shown below:

	<u>Allocation Percentage</u>	<u>Estimated Funding</u>
Atherton	1.886	\$ 6,365,250
Belmont	3.543	\$ 11,957,625
Brisbane	0.818	\$ 2,760,750
Burlingame	4.206	\$ 14,195,250
Colma	0.299	\$ 1,009,125
Daly City	10.413	\$ 35,143,875
East Palo Alto	3.215	\$ 10,850,625
Foster City	3.364	\$ 11,353,500
Half Moon Bay	1.596	\$ 5,386,500
Hillsborough	3.000	\$ 10,125,000
Menlo Park	4.851	\$ 16,372,125
Millbrae	2.917	\$ 9,844,875
Pacifica	5.174	\$ 17,462,250
Portola Valley	1.488	\$ 5,022,000
Redwood City	9.612	\$ 32,440,500
San Bruno	5.034	\$ 16,989,750
San Carlos	4.271	\$ 14,414,625
San Mateo	11.797	\$ 39,814,875
South San Francisco	7.649	\$ 25,815,375
Woodside	1.683	\$ 5,680,125
County of San Mateo	13.184	\$ 44,496,000
 County Total	 100.000	 \$337,500,000

D. Grade Separations

Project: 1. Rail Grade Separations

Cost: \$350 million. Sales tax contribution estimated at \$225 million, State \$125 million.

Sponsors: SamTrans, San Mateo County, Cities and Peninsula Corridor Joint Powers Board

Description: This project provides funding for the construction or upgrade of overpasses and underpasses (grade separations) along the Caltrain and Dumbarton rail lines. The Candidate Projects are listed below. Funds will not be adequate to construct or upgrade all Candidate Projects. The TA will determine Candidate Project selection and prioritization in conjunction with the project sponsors, based upon the California Public Utilities Commission formula and the desire of the City involved.

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CANDIDATE GRADE SEPARATION PROJECTS

City	Street	City	Street
South San Francisco	Linden Avenue	San Mateo	25 th Avenue
San Bruno	Scott Street	Redwood City	Whipple Avenue
San Bruno	San Bruno Avenue	Redwood City	Brewster Avenue
San Bruno	San Mateo Avenue	Redwood City	Broadway
San Bruno	Angus Avenue	Redwood City	Maple Street
Millbrae	Center Street	Redwood City	Main Street
Burlingame	Broadway	Redwood City	Chestnut Street
Burlingame	Oak Grove Avenue	Redwood City	Middlefield Road
Burlingame	North Lane	Redwood City	2 nd Avenue
Burlingame	South Lane	Redwood City	5 th Avenue
Burlingame	Howard Avenue	Atherton	Fair Oaks Lane
Burlingame	Bayswater Avenue	Atherton	Watkins Avenue
Burlingame	Peninsula Avenue	Menlo Park	Encinal Avenue
San Mateo	Villa Terrace	Menlo Park	Glenwood Avenue
San Mateo	Bellevue Avenue	Menlo Park	Oak Grove Avenue
San Mateo	1 st Avenue	Menlo Park	Ravenswood
San Mateo	2 nd Avenue	Menlo Park	Marsh Road
San Mateo	3 rd Avenue	Menlo Park	Chilco Street
San Mateo	4 th Avenue	Menlo Park	Willow Road SR 84
San Mateo	5 th Avenue	East Palo Alto	University Avenue
San Mateo	9 th Avenue		

CANDIDATE UPGRADE OF EXISTING GRADE SEPARATION PROJECTS

San Mateo	Poplar Avenue	San Mateo	Mt. Diablo Ave.
San Mateo	Santa Inez Avenue	San Mateo	Tilton Avenue
		Menlo Park	Highway 101

E. Pedestrian and Bicycle

Project:	<i>1. Pedestrian and Bicycle Facilities</i>
Cost:	\$70 million. Sales tax contribution estimated at \$45 million. State \$25 million.
Sponsors:	Cities and County of San Mateo

Description: This project provides funding for the construction of facilities for bicyclists and pedestrians. Eligible projects include paths, trails and bridges over roads and highways. A partial list of Candidate Projects is included below. Additional Candidate Projects may be submitted to the TA for consideration to account for changing needs during the 25-year term. Funds will not be adequate to construct all Candidate Projects. The TA will determine Candidate Project selection criteria and prioritization in the Strategic Plan as provided in the Implementation Guidelines.

PARTIAL LIST OF CANDIDATE BICYCLE AND PEDESTRIAN PROJECTS

Route 1/Santa Rosa Avenue Pedestrian Overcrossing
Route 1 pedestrian/bike trail from Montara through Half Moon Bay
Route 35/Route 1 pedestrian/bike overcrossing
Millbrae Avenue/US 101 pedestrian/bike overcrossing
Hillcrest Blvd./US 101 pedestrian/bike overcrossing to Bay Trail
US 101 near Hillsdale pedestrian/bike overcrossing
Ralston Avenue/US 101 pedestrian/bike overcrossing
Willow Road/Bayfront Expressway pedestrian/bike tunnel upgrade
Willow Road/US 101 pedestrian/bike overcrossing
Portola Road pedestrian/bike path paving

F. Alternative Congestion Relief

Project: 1. *Alternative Congestion Relief Projects*
Cost: \$30 million. Sales tax contribution estimated at \$15 million. \$15 million from local sources.
Sponsors: Cities and San Mateo County
Description: This program category provides 0.8 percent of the tax revenue to encourage efficient use of the transportation network through ride sharing, flexible work hours and other commute alternatives. It also provides 0.2 percent of the tax revenue for the planning and design of information systems and Intelligent Transportation Systems, which facilitate more efficient use of available highway and transit capacities.

V. GOVERNING BOARD/ORGANIZATIONAL STRUCTURE

The Transportation Expenditure Plan recommends:

- A. That the voters authorize the Transportation Authority to continue administering the funds. The make up of the Transportation Authority shall continue to be as follows:

Two members of the County Board of Supervisors.

Four representatives selected by the City Selection Committee (one representative from each Judicial Division and one at-large representative).

One member of SamTrans (elected city official) selected by SamTrans prior to City Selection Committee selections.

All representatives shall be elected officials.

- B. That the Transportation Authority be authorized to continue to contract its administrative duties to SamTrans or to the County, MTC, or other qualified agency.
- C. That the Citizens Advisory Committee shall continue to advise the Transportation Authority on the administration of the Transportation Expenditure Plan. The membership of this committee will reflect a broad spectrum of interests and geographic areas of the County.

IMPLEMENTATION GUIDELINES

- A. The duration of the tax will be 25 years, beginning on January 1, 2009 and expiring on December 31, 2034.
- B. Environmental reporting, review and approval procedures as provided for under the National Environmental Policy Act, the California Environmental Quality Act, or other applicable laws will be adhered to as a prerequisite to the implementation of any project.
- C. Upon expiration of the 1988 Measure A tax, the Transportation Authority will bear responsibility for any outstanding debt incurred under the 1988 Measure A program and all remaining assets under that program will remain assets of the Transportation Authority to be administered under this Transportation Expenditure Plan. In the event that any funds from the 1988 Measure A program remain unexpended as of the expiration of the 1988 Measure A tax, the Transportation Authority will reallocate such funds to complete any project that was commenced under any category in the 1988 Measure A program. If any funds remain unexpended after reallocation to complete projects under the 1988 Measure A program, the funds will be allocated in accordance with the percentage distributions to the Program Categories contained in this Transportation Expenditure Plan.
- D. Use of the retail transactions and use tax under this Transportation Expenditure Plan will be subject to the following restrictions:
 - 1. The tax proceeds must be spent for the purposes of funding the transportation programs and projects as allowed in this Transportation Expenditure Plan and may not be used for other purposes.
 - 2. In accordance with California Public Utilities Code Section 131100, the tax proceeds will be used to supplement, and may not be used to replace, existing local property tax or other local revenues used for transportation purposes.
 - 3. The tax proceeds will be expended in San Mateo County, except that any expenditure for the Caltrain Improvement Project under the Transit Program Category may be made for systemwide costs and expenditures for the Highway Program Category may be made for projects that reasonably include project costs that minimally extend into adjacent counties.

4. The Transportation Authority is charged with a fiduciary duty in administering the tax proceeds in accordance with the applicable laws and this Transportation Expenditure Plan. Receipt of tax proceeds may be subject to appropriate terms and conditions as determined by the Transportation Authority in its reasonable discretion, including, but not limited to, the right to require recipients to execute funding agreements and the right to audit recipients' use of the tax proceeds.
- E. Actual tax proceeds may be higher or lower than estimated in this Transportation Expenditure Plan over the 25-year term. This Transportation Expenditure Plan is based on the percentage distributions to each Program Category and Project and the dollar values included are estimates only. Actual tax proceeds will be programmed annually in accordance with the percentage distributions in this Transportation Expenditure Plan.
- F. The Transportation Authority will prepare a Strategic Plan prior to January 1, 2009, which will identify funding prioritization criteria consistent with the goals and objectives of the Countywide Transportation Plan and this Transportation Expenditure Plan. The Strategic Plan will include general procedures for project sponsors to initiate a project and identify an implementation schedule and the programming of funds for each listed project. Criteria will include priority for transportation projects which support transit-oriented development. For those projects which include a list of Candidate Projects (the County-wide Supplemental Project under the Highway Program Category, the Grade Separation Program Category, and the Pedestrian and Bicycle Program Category), the Strategic Plan will also include the evaluation criteria and prioritization for selection of Candidate Projects. Once a Candidate Project is selected, it will become a listed project in the Strategic Plan. Lastly, the Strategic Plan will include the evaluation criteria for reallocation of tax proceeds that become available pursuant to Section VI.G below. The Strategic Plan will be updated at least every five years during the term of the Measure.
- G. The ability to fully fund or complete all programs or projects in this Transportation Expenditure Plan may be impacted by changing circumstances over the duration of the tax. Tax proceeds originally allocated to a listed project may become available for reallocation due to any of the following reasons:
1. a listed project is completed under budget;

2. a listed project is partially or fully funded by funding sources other than tax proceeds;
3. a Project Sponsor requests deletion of a listed project because of unavailability of matching funds;
4. a listed project cannot be completed due to an infeasible design, construction limitation or substantial failure to meet specified implementation milestones;

Upon a finding that tax proceeds are available for reallocation due to one of the conditions above, the Transportation Authority may reallocate such tax proceeds subject to the following guidelines:

1. Available tax proceeds can be reallocated only to project(s) within the same Program Category as the original listed project.
2. Reallocation of tax proceeds within a Program Category will be based on criteria specified in the Strategic Plan, which may include impact on congestion, cost-effectiveness, availability of matching funds, project readiness and schedule adherence as determined by the Transportation Authority; provided, however, that in the case of the Highway Program, proceeds made available from any County-wide Supplemental listed project must be reallocated within the County-wide Supplemental component and may not be reallocated to the listed projects in the Key Congested Areas component of the Highway Program Category.
3. Reallocation of tax proceeds within the Transit Program Category only will also require the approval of a majority of the County Board of Supervisors and a majority of the cities representing a majority of the population in the incorporated area of the County by a majority vote of their respective City Councils.

H. The Transportation Authority may take the following actions administratively in accordance with these Implementation Guidelines and such actions will not be considered an amendment to the Transportation Expenditure Plan, which adds or deletes a project or is of major significance under California Public Utilities Code Section 131304:

1. The reallocation of tax proceeds.

2. The addition of a new project to the list of Candidate Projects in the County-wide Supplemental Roadway project or Pedestrian and Bicycle Program Category.
- I. The Transportation Authority is authorized to bond for the purposes of advancing the commencement of or expediting the delivery of transportation programs or projects. The Transportation Authority may issue limited tax bonds, from time to time, to finance any program or project in this Transportation Expenditure Plan as allowed by applicable law and as approved by the Transportation Authority, and the maximum bonded indebtedness shall not exceed the total amount of proceeds of this retail transactions and use tax, estimated to be \$1.5 Billion in 2004 dollars. Such bonds will be payable solely from the proceeds of the retail transactions and use tax and may be issued prior to the collection of such taxes beginning January 1, 2009.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JERRY GRUBER, CITY MANAGER

DATE: FOR THE MEETING OF JANUARY 21, 2009

SUBJECT: APPROVAL OF CITY COUNCIL COMMITTEE ASSIGNMENTS

RECOMMENDATION:

Approve Council Committee assignments made by Mayor Jerry Carlson

BACKGROUND/ANALYSIS:

Section 9 of the City Council Rules of Procedure provides for the annual appointment by the Mayor of Council Members to various committees. Earlier this month Council Members were provided with a survey to determine their choices for the committees and to assist the Mayor in making the assignments.

Attachment: Committee Assignments List

ATHERTON CITY COUNCIL COMMITTEE ASSIGNMENTS

ATHERTON RAIL COMMITTEE

J. Carlson
K. McKeithen
C.Marsala (Alt.)

TOWN CENTER COMMITTEE

C. Marsala
J. Dobbie
E.Lewis (Alt.)

ENVIRONMENTAL PROGRAMS COMMITTEE

C. Marsala
E. Lewis
J. Dobbie (Alt.)

FINANCE COMMITTEE

J. Carlson
K.McKeithen
E.Lewis (Alt.)

GENERAL PLAN COMMITTEE

J. Carlson
J. Dobbie
E.Lewis (Alt.)

SCREENING COMMITTEE

C.Marsala
J. Dobbie

TRANSPORTATION/TRAFFIC COMMITTEE

K.McKeithen
E.Lewis
J.Carson (Alt.)

OTHER GOVERNMENTAL COMMITTEE ASSIGNMENTS

ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG)

E. Lewis
C.Marsala (Alt.)

CITY/COUNTY ASSOCIATION OF GOVERNMENTS – C/CAG

J. Carlson
K. McKeithen (Alt.)

HOLBROOK-PALMER PARK FOUNDATION

J.Dobbie
E.Lewis (Alt.)

LEAGUE OF CALIFORNIA CITIES

J. Carlson
K.McKeithen (Alt.)

LIBRARY JPA GOVERNING BOARD (SAN MATEO COUNTY)

K. McKeithen
C.Marsala (Alt.)

PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE

K.McKeithen
C.Marsala (Alt.)

SAN FRANCISCO AIRPORT/COMMUNITY ROUNDTABLE

E.Lewis
J. Dobbie (Alt)

SAN MATEO COUNTY EMERGENCY SERVICES COUNCIL

C. Marsala
K.McKeithen (Alt.)

SAN MATEO COUNTY SUB-REGIONAL HOUSING – POLICY ADVISORY COM.

J. Carlson
J. Dobbie (Alt.)

2020 GATEWAY COMMITTEE

E.Lewis
C.Marsala

GRAND BOULEVARD TASK FORCE

C. Marsla
J. Dobbie (Alt.)



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: NEAL J. MARTIN, TOWN PLANNER

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH
CHRISTOPHER A. JOSEPH & ASSOCIATES FOR PREPARATION OF
ENVIRONMENTAL IMPACT DOCUMENTS FOR SACRED HEART
SCHOOLS**

RECOMMENDATION:

Approve the attached Professional Services Agreement with Christopher A. Joseph & Associates for the preparation of Environmental Impact documents for the St. Joseph's School reconstruction and other Master Plan projects at Sacred Heart Schools.

BACKGROUND and DISCUSSION:

Sacred Heart Schools is in the process of preparing plans for the demolition and reconstruction of the St. Joseph's School buildings and other improvements. In order to proceed with such a project SHS will need to make application and receive approval for a Conditional Use Permit from the Atherton Planning Commission.

The St. Joseph's School Reconstruction Project ("The Project") as currently conceptualized, consists of demolishing Buildings 100 and 200 which were built in 1956 and replacing them with a new two story classroom building accommodating Lower School grades 1 through 5. The Project also includes replacing Buildings 300 and 400 with a second new two story classroom building accommodating the Middle School grades 6 through 8. A third proposed building would house the library and administrative functions. It is anticipated that the buildings would be constructed in two phases. A revised pick up and drop off area for both the Lower and Middle Schools would be constructed so that automobile stacking occurs on School property and not on the adjoining streets. Other components include renovation of replacement of current storage buildings adjacent to the St. Joseph's field, sports field realignment and relocated faculty parking.

A letter from Cassidy, Shimko, Dawson, Kawakami dated October 17, 2008 on behalf of David Wollenberg, 85 Michaels Way, was sent to Mayor Janz, the City Council and the Planning Commission outlining certain information that they state should be presented “in order for the community and Town decision-makers fully to assess the impacts of the St. Joseph’s Project in particular and the Master Plan in general ...” The letter contains several references to the California Environmental Quality Act (CEQA) and compliance with that law.

Prior to taking action on a Conditional Use Permit the Planning Commission is required to identify and analyze any potential adverse environmental effects of the proposed project. Such identification and analysis may take the form of an Initial Study and Negative Declaration if there are no potential impacts as a result of the project or an Environmental Impact Report if there may be potential impacts as a result of the project.

The Town of Atherton is the Lead Agency in the environmental review process since it will be reviewing and potentially issuing the primary permits for the proposed project. There may be other Responsible Agencies, for example the City of Menlo Park if there are permits required to be issued by that City. As the Lead Agency, Atherton is required to prepare or cause to be prepared, any environmental documents required by law to be completed prior to Town review of the Conditional Use Permit or other discretionary permits

At the request of SHS Planning Staff sent out requests for proposals to six qualified consulting firms to perform environmental services in connection with the proposed project. Three firms responded with proposals. Interviews of the three firms were conducted on January 8 and 12, 2009. The interviews were conducted by City Planner Neal Martin and City Engineer Duncan Jones with Sacred Heart Director of Operations Sandy Dubinsky and SHS Traffic Consultant Mark Spencer also in attendance. Although Town Staff reserved the right to make the final recommendation, there was unanimous consensus to recommend Christopher A. Joseph & Associates as the Town’s consultant. Christopher A. Joseph & Associates had the strongest management and presentation skills of the consultants interviewed. They also proposed to collaborate with Crane Transportation Group on the traffic portion of the project. Crane Transportation had the depth of experience and strong presentation skills needed to round out the team.

All of the costs associated with the preparation of environmental documents will be paid for by Sacred Heart Schools. The total agreement budget is \$139,605. Staff recommends that deposits of funds for payment of the consultant be made in four deposits to be paid to the Town prior to anticipated billing by the consultant. An initial deposit of \$34,901.25 will be requested prior to authorizing the consultant to proceed with the project.

The proposed Professional Services Agreement is in a form that the Town has used in the past. The contract is a time and materials agreement with a maximum. Since environmental services contracts often require additional time due to unanticipated issues arising during the research and analysis phase, it is requested that the City Council authorize the proposed amount of \$139,605 plus a 20% contingency to be authorized, if needed by the City Manager. Sacred Heart Schools has agreed to this approach and contingency.

FINANCIAL IMPACT:

All costs of the services will be paid for by Sacred Heart Schools. Costs for Staff time associated with the project will also be paid for by Sacred Heart Schools through deposits with the Town Finance Department.

FORMAL MOTION:

I move that the City Council approve the Professional Services Agreement with Christopher A. Joseph & Associates for the preparation of Environmental Impact documents for the St. Joseph's School reconstruction and other Master Plan projects at Sacred Heart Schools and authorize the City Manager to sign the Agreement. I further move that the City Council permit Sacred Heart Schools to deposit funds for consultant invoices in four deposits to be paid to the Town prior to anticipated billing by the consultant. The amount of \$139,605 is hereby authorized as the maximum fee associated with this agreement, however, should additional funds be required due to unforeseen circumstances, the City Manager is hereby authorized to approve up to an additional \$27,921 in funds without additional City Council authorization.

Prepared by:

Approved by:

/s/ Neal J. Martin
Neal J. Martin
Town Planner

Jerry Gruber
City Manager

Attachments:

1. *Proposal for Environmental Document Preparation for the St. Joseph's School Reconstruction Project*, Christopher A. Joseph & Associates, December 8, 2008
2. Draft Professional Services Agreement

PROPOSAL

FOR ENVIRONMENTAL DOCUMENT PREPARATION FOR THE ST. JOSEPH'S SCHOOL RECONSTRUCTION PROJECT

FOR THE

TOWN OF ATHERTON

SUBMITTED TO:

THE TOWN OF ATHERTON
TOWN ADMINISTRATIVE OFFICES
91 ASHFIELD ROAD
ATHERTON, CA 94027

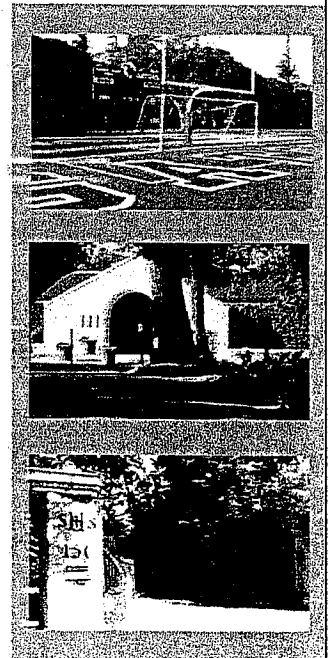
~ ATTN: NEAL J. MARTIN, TOWN PLANNER

DECEMBER 8, 2008

SUBMITTED BY:



CHRISTOPHER A. JOSEPH & ASSOCIATES
Environmental Planning and Research



Oakland
610 16th Street
Suite 514
Oakland, California 94612
Phone 510.452.5200
Fax 510.452.5202

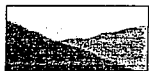
Petaluma
179 H Street
Petaluma, California 94952
Phone 707.283.4040
Fax 707.283.4041

West Los Angeles
11849 W. Olympic Boulevard
Suite 101
Los Angeles, California 90064
Phone 310.473.1600
Fax 310.473.9336

Santa Clarita
27413 Tourney Road
Suite 120
Santa Clarita, California 91355
Phone 661.260.1411
Fax 661.260.1414

Agoura Hills
30851 Agoura Road
Suite 210
Agoura Hills, California 91301
Phone 818.735.8838
Fax 818.735.8858

Mammoth Lakes
P.O. Box 100-PMB #581
Mammoth Lakes, California 93546
Phone 760.924.0337



CHRISTOPHER A. JOSEPH & ASSOCIATES
Environmental Planning and Research

December 8, 2008

Town of Atherton
Neal Martin, Town Planner
Town Administrative Offices
91 Ashfield Road
Atherton, CA 94027

RE: Request for Proposals – St. Joseph's School Reconstruction Project

Dear Mr. Martin:

Christopher A. Joseph & Associates (CAJA) is pleased to submit our proposal to provide environmental services to the Town of Atherton, in response to the Request for Proposals distributed on November 14, 2008. One bound copy is included with this submission.

CAJA specializes in the management and preparation of CEQA environmental documents, including Environmental Impact Reports, Initial Studies, and Negative Declarations/Mitigated Negative Declarations for various types of projects including elementary/high-school/college/university projects, housing, industrial, mixed-use development, Specific and Master Plans, commercial projects, infill development, and General Plan and Zoning Amendments. Recent examples of our work related to schools include the Foothill College Master Plan EIR, De Anza College Master Plan Addendum EIR, various EIRs for the Santa Rose Unified School District, Los Banos Campus Master Plan and Merced Community College Master Plan EIR, and the Napa Valley College Long Range Facilities Master Plan EIR.

Our professional philosophy focuses on providing highly personalized and cost-effective services with an emphasis on quality and thoroughness of analysis. To complete this scope of work, we have assembled a team of highly qualified team members with extensive background in the preparation of environmental analyses pursuant to CEQA for schools including **Crane Transportation Group** (traffic) and **Rosen Goldberg Der and Lewitz, Inc.** (noise).

The enclosed proposal includes project team information, relevant project experience, a proposed scope of work, schedule, and budget. CAJA appreciates the opportunity to submit this proposal and we look forward to working with the Town of Atherton in the future. Should you have any questions or require any additional information, please feel free to call or email me at (510) 550-3721 or katrina.hardt-holoch@cajaeir.com.

Sincerely,

Katrina Hardt-Holoch, AICP
Project Manager

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APPENDIX

Project Team Resumes

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I. PROJECT TEAM

COMPANY OVERVIEW

Christopher A. Joseph & Associates

Christopher A. Joseph & Associates (CAJA) is an environmental consulting firm that specializes in environmental planning, research, and documentation for public and private sector clients. CAJA was started over 20 years ago by Chris Joseph and has seven offices in cities throughout California, including Oakland, Petaluma, West Los Angeles (main office), Downtown Los Angeles, Agoura Hills, Santa Clarita, and Mammoth Lakes.

For the proposed scope of work described in this Request for Proposal (RFP), CAJA's Oakland office will act as the project operation center. Information for the Oakland office is as follows:

Christopher A. Joseph & Associates

610 16th Street, Suite 514

Oakland, CA 94612

Phone: (510) 452-5200

Fax: (510) 452-5202

Project Contact: Katrina Hardt-Holoch, AICP, Project Manager,

Katrina.hardt-holoch@cajaeir.com

Company Tax ID: 20-0511279

For over 20 years, CAJA has offered a broad range of environmental consulting services with a particular emphasis on CEQA and NEPA documentation. Having provided consulting services for hundreds of projects, successfully and efficiently guiding them through the environmental clearance process, the company and staff have earned a reputation for thorough and conscientious work. In addition to the high caliber work products that CAJA invariably delivers, the company's status as a well-known and respected leader in the environmental planning field is largely based on the personalized, accessible, and honest service that CAJA guarantees to each and every client.

CAJA is experienced in preparing the full gamut of CEQA documents, such as Initial Studies, Negative Declarations and Mitigated Negative Declarations (ND/MNDs), Environmental Impact Reports (EIRs) (including Project EIRs, Focused EIRs, Program EIRs, Subsequent EIRs, Supplemental EIRs, and Master EIRs), and Addenda. In addition to the preparation of CEQA- and NEPA-related analyses and documentation, CAJA provides specialized environmental analyses and services to meet each client's individual needs.

The company's diverse assortment of services includes the preparation of stand-alone environmental analyses (e.g., aesthetics/viewsheds, visual simulations, shade/shadow, air quality, noise, land use/zoning, biological assessments, and baseline evaluations); environmental review management; preparation and

oversight of Mitigation Monitoring Programs (MMPs); peer review services; expert witness testimony; environmental constraints analysis; strategic assistance; and project benefit analysis. CAJA is also fully skilled in the tasks typically associated with the preparation of CEQA documentation, including: document distribution to State and local agencies; public noticing and outreach (including the facilitation of public scoping meetings and hearings); and coordination of stakeholder interests.

CAJA's project experience includes environmental clearance documentation and third-party review for all types of projects and programs, including: industrial, commercial, institutional, residential and mixed-use projects; entertainment/events projects; and public projects and programs. For a comprehensive list of CAJA's public and private sector clientele, please visit www.cajaeir.com.

CAJA's carefully selected staff brings a wealth of knowledge and experience to each project. With educational backgrounds in the fields of environmental studies and management, public policy and planning, geography, biology, anthropology, and political science (among others), the staff members are fully prepared to identify and address a wide array of environmental issues. Led by its reputable project management staff, CAJA's commitment to high-quality, efficient, and individualized service is carried through to every project.

CAJA has been established as a corporation since January 1, 2004, prior to which time it was a sole proprietorship. Throughout CAJA's 20-year history, there have been no judgments, litigations, licensing violations, or other violations, outstanding or resolved, filed against the company.

CAJA will serve as the prime consultant and project manager for the production of the required environmental documentation for the St. Joseph's Reconstruction Project EIR (the "EIR") and will be assisted by **Crane Transportation Group** (Transportation/Traffic), and **Rosen, Goldberg, Der, and Lewitz** (Noise).

Crane Transportation Group (Traffic/Circulation)

Crane Transportation Group (CTG) is a traffic and transportation planning firm with offices in the San Francisco Bay Area. Each of the firm's principals has more than 30 years of professional experience in northern and central California as well as additional working experience in southern California and the western United States.

CTG provides advanced traffic and transportation planning skills for the public and private sector. For every study undertaken, their principals provide the expertise of a Registered California Traffic Engineer or a senior transportation planner (AICP). Throughout each study, their principal-in-charge maintains primary involvement, rather than delegating the majority of work to junior staff members, thereby achieving a consistently superior work product. This approach has been maintained for the more than 800 projects completed by CTG principals.

Crane Transportation Group's extensive background in preparation of traffic studies required by local jurisdictions on behalf of both public and private clients enables the principal-in-charge to provide expert presentations in meetings and hearings. In addition, CTG has a thorough background in addressing the technical requirements of the permit process, as well as the sensitivities of the concerned community. CTG's continued long term business relationships attest to their skills in analysis, presentation and responsiveness to client needs.

Rosen Goldberg Der & Lewitz, Inc. (Noise)

Rosen Goldberg Der & Lewitz, Inc. (RGDL) is a acoustical consulting firm. The four principals have extensive experience in both the theoretical and practical aspects of acoustical and audiovisual system design. Together, they have effectively utilized their individual talents to complete hundreds of projects for both the public and private sectors. RGDL clients benefit from our comprehensive understanding of the environmental review and architectural design process. RGDL listens closely to each client to gain valuable insight into their acoustical objectives, RGDL then works together to craft solutions to meet those objectives. All work at Rosen Goldberg Der & Lewitz, Inc. is handled from beginning to end by one or more of the principals.

TEAM ORGANIZATION AND QUALIFICATIONS

CAJA has assembled an experienced and well-qualified project team to prepare the required environmental documentation for the EIR in a timely and cost-effective manner. Resumes including each team member's qualifications, project experience, educational background, and professional affiliations are included in the Appendix to this proposal.

Christopher A. Joseph & Associates

Geoff Reilly, Principal

Mr. Reilly is a Principal at CAJA with more than 15 years of experience in the preparation and management of environmental review documents pursuant to the California Environmental Quality Act and the National Environmental Policy Act. Mr. Reilly has served as the Director of Northern California Operations at CAJA's Petaluma office since 2003. His responsibilities include the preparation of proposals, client and subcontractor liaison, project budgeting and scheduling, work product quality control, and the presentation of environmental analyses, recommendations, and strategies at client meetings and public hearings. Mr. Reilly has supervised the preparation of virtually all types of EIRs, including Project EIRs, Focused EIRs, Program EIRs, and Supplemental EIRs. Mr. Reilly has also prepared numerous other environmental review and land-use planning documents for both private and public sector clients, including: Initial Studies, Negative Declarations, Mitigation Monitoring Programs, environmental constraints analyses, white papers, technical background reports, solar access studies, and third party review.

Mr. Reilly served as Principal for the Merced Community College Master Plan, Los Banos Campus Master Plan EIRs, and the Montgomery High School Field Lights Project EIR. Mr. Reilly would serve as Principal-in-Charge. His responsibilities would include overseeing the preparation and quality of all environmental documentation produced by the project team and contributing valuable experience and insight to the overall planning and review process.

Katrina Hardt-Holoch, AICP, Project Manager

Ms. Katrina Hardt-Holoch, Project Manager, is an environmental planner with nine years experience preparing CEQA and NEPA environmental documents. Her project experience ranges from Specific Plans and General Plan Amendments, large-scale master plans, roadway and infrastructure improvements, development of governmental facilities, mixed-use and housing developments, business parks, college campus expansions, and new school sitings. She also has experience in NEPA analysis for transportation projects, reuse or expansion of military facilities, construction of utility infrastructure, and master plans. She has prepared a variety of document types including addendum, subsequent, and supplemental Environmental Impact Reports, Initial Studies, Environmental Impact Statements, Environmental Assessments, joint NEPA/CEQA documents, and Caltrans-specific environmental documents.

Ms. Hardt-Holoch is currently serving as the Project Manager on projects for the Foothill De Anza Community College District, including the Foothill College Master Plan EIR, De Anza College Addendum EIR, and various other environmental documents for the District. Ms. Hardt-Holoch would serve as Project Manager and would act as the day-to-day contact for Town of Atherton staff and the project team. She would be responsible for overseeing the preparation of the environmental documents prepared by CAJA staff and for reviewing any technical studies prepared by the applicant's consultants and CAJA's subconsultants if applicable.

Aindrea Jensen, Senior Biologist

Aindrea is a versatile and broadly trained senior wildlife biologist with experience in both scientific research and biological consulting. Aindrea holds a permit from the California Department of Fish and Game for mammals, amphibians, reptiles, fishes, and invertebrates, and a permit from the USFWS for tidewater goby. As a consultant, Ms. Jensen has managed and conducted assessments for special-status species and sensitive habitats, long-term monitoring projects, MNDs, EAs, EIRs, biological assessments, and project-level informal and formal incidental take consultations for local and state agencies and private parties. Her research experience includes assisting with studies focusing primarily on movement patterns of Roosevelt elk and steelhead in relation to human-related disturbances, and nesting behavior of marbled murrelet.

Bryan Chen, Senior Environmental Scientist

Mr. Bryan Chen is a Senior Environmental Scientist with over ten years of environmental consulting experience focusing on air quality analyses and human health risk assessments. Prior to joining CAJA,

Mr. Chen served as a senior toxicologist at Tetra Tech EMI and was the lead risk assessor for Naval installations located in California. In addition, Mr. Chen was the air quality specialist for a number of private and public sector projects that utilized air quality tools such as HARP, ISCST3, and URBEMIS. Mr. Chen has a Bachelor's degree in Chemistry from Pomona College and a Master's degree from the Department of Geography and Environmental Engineering at Johns Hopkins University.

Rachel Mohr, Assistant Environmental Planner

As an Assistant Environmental Planner at CAJA, Ms. Rachel Mohr aids in the writing of various EIR sections. Ms. Mohr is responsible for project related tasks including analytical research, proposal writing, fulfilling public noticing requirements, document management, production and distribution, onsite photography, and land use surveys. Ms. Mohr received a B.A. in Environmental Studies and Planning from Sonoma State University.

Scott Johnson, Graphics Director

Mr. Scott Johnson is the Graphics Director for CAJA. As the Graphics Director Mr. Johnson is responsible for coordinating and maintaining graphics standards. Utilizing skills learned from years spent as a computer animator Mr. Johnson is responsible for providing accurate and compelling 3D rendered visualizations, photomontages, and shade/shadow analysis. Mr. Johnson's graphics responsibilities include proposal graphics and presentation graphics (i.e. base maps, land use and zoning overlays, and aerial photographs). In addition, Mr. Johnson is also responsible for site surveys, photography of sites, research, graphics, and business development.

Crane Transportation Group

Mark D. Crane, P.E., Principal

Mr. Crane is Principal-in-Charge of Crane Transportation Group. He is a registered Traffic Engineer and a registered Civil Engineer in California. He has over thirty years of experience in traffic and transportation planning at: Simpson & Curtin, Philadelphia; Linscott, Law and Greenspan, Los Angeles; JHK & Associates, San Francisco; and Goodrich Traffic Group, San Francisco. For the last 15 years he has headed Crane Transportation Group in San Francisco. He is a member of the American Society of Civil Engineers and the Institute of Transportation Engineers.

Mr. Crane has managed over 750 transportation studies throughout California and the western United States. He is thoroughly familiar with all aspects of California Environmental Quality Act (CEQA) requirements for traffic analysis, as well as general plan and specific plan traffic analysis. During his career Mr. Crane has successfully worked directly with the California Department of Transportation, jurisdictional staff, private developers and environmental planning firms.

Carolyn R. Cole, AICP, Principal

Ms. Cole is a Principal and Director of Transportation Planning for the Crane Transportation Group. She has over thirty years of experience in the fields of urban and regional planning, with participation in over 300 major reports which she has either managed or to which she has been a major contributor. She is a certified planner through the American Institute of Certified Planners and member of the American Planning Association. She holds a Bachelor of Science degree in Geography from California State University, Hayward, with an emphasis in Urban Planning and Environmental Studies. Ms. Cole formed Cole-Mills Associates, an environmental planning partnership, and was Principal there until becoming Principal and Director of Planning at Western Ecological Services Co., Inc. For the past 15 years, she has been a Principal with the Crane Transportation Group.

Her transportation planning experience is extensive, and includes impact studies for retail/commercial areas, industrial areas, community service facilities, libraries, schools, detention facilities, social service centers, assisted living facilities, hotels and resorts, and 5- to 2,500-unit housing developments. Many of these studies emphasize bicycle and pedestrian safety. She has conducted redevelopment area circulation studies, parking studies, and analyses for General Plan, Master Plan and Specific Plan Circulation Elements.

Rosen Goldberg Der & Lewitz, Inc.***Harold S. Goldberg, P.E.***

Mr. Goldberg's 22 years of acoustical consulting experience has included analysis of environmental noise, architectural acoustics, and mechanical noise. He has particular expertise in environmental noise and has prepared environmental impact reports, noise elements of general plans and feasibility studies. Mr. Goldberg is an expert in traffic noise modeling using the Caltrans computer program SOUND32 and the FHWA Traffic Noise Model, TNM 2.0. Mr. Goldberg has also developed computer software to standardize and automate some of the firm's frequently used acoustical calculations.

Alan Rosen

Mr. Rosen has 23 years of acoustical consulting experience with specialization in environmental noise and architectural acoustics. He has prepared noise sections for environmental impact reports, noise elements of general plans, feasibility studies and land use studies. In the architectural acoustics field he has made recommendations for optimizing room acoustics and sound isolation for a variety of public and private buildings. He has also evaluated noise and vibration resulting from mechanical equipment, occupant activities and transit.

II. RELEVANT PROJECT EXPERIENCE

CAJA has prepared environmental documentation for a variety of university and educational facility projects throughout California, making us well qualified to prepare CEQA documentation for the St. Joseph's School Reconstruction Project. Projects representative of the team's qualifications and ability to perform the proposed scope of work are listed below. For a comprehensive list of CAJA's project experience, please visit www.cajaeir.com.

PROJECT EXPERIENCE

Christopher A. Joseph

Foothill De Anza College Facilities Master Plan EIR

Katrina Hardt-Holoch is acting as project manager for two separate EIRs for the Foothill De Anza College Facilities Master Plan. The Facilities Master Plan consists of two parts: the Foothill College Master Plan and the De Anza College Master Plan. An Addendum EIR is being prepared for the De Anza College Master Plan tiered from the previous EIR prepared for the 1999 Facilities Master Plan. A focused EIR is being prepared for the Foothill College Master Plan. CAJA is the prime consultant on the project supported by DKS Associates (traffic and circulation) and Architectural Resources Group (historic resources).

The Facilities Master Plan proposes projects on each campus to accommodate future growth, instructional and student support program analyses, and the expectations of a technologically savvy student community, and to respond to the unmet needs of the previous 1999 Facilities Master Plan. The Facilities Master Plan includes construction of new instructional and support space; building renovations; major site improvements and roadway realignments; sport field renovation; parking lot improvements; public transit, pedestrian, and bicycle facility improvements; and landscaping and utility installation. Key environmental issues include historic resources, traffic, geology, hazardous materials, hydrology, visual resources, and noise.

Maria Carrillo High School Field Lighting Project EIR

CAJA prepared an EIR for the Maria Carrillo High School Field Lighting Project, focusing specifically on project-related Aesthetics, Noise, Transportation/Traffic, and Public Services environmental impacts. The proposed project consists of adding four 80-foot poles with both 13 lighting fixtures (two poles) and 14 lighting fixtures (two poles) to the existing football field to allow for the use of the field during evening hours. Key issues included light and glare, noise from nighttime sports events, and traffic.

Montgomery High School Field Lights Project EIR

CAJA prepared an EIR for the Montgomery High School Field Lights Project. The proposed project consists of adding four 80-foot poles with 12 lighting fixtures on each pole to the existing football field to

allow for use of the field during evening hours. The lighting would be used for football, soccer and occasional track meets. Building materials would consist of four in-ground pre-cast concrete bases each with 80-foot high galvanized steel standards (poles) with spill and glare shielding on each of the fixtures located on top of the steel standards. Key issues included light and glare, noise from nighttime sports events, and traffic.

Napa Valley College Long Range Facilities Master Plan EIR

CAJA prepared an EIR for the Napa Valley College District Facilities Master Plan. The Facilities Master Plan is a conceptual architectural build-out plan of the 7,500-student campus and a statement about the buildings and their function. This comprehensive plan includes building locations, expected uses, traffic circulation, parking, utilities, drainage, environmental issues, and a discussion about the look and character of the campus. Key environmental issues included floodplains of the Napa River, wetlands, riparian habitat, liquefaction zones, traffic and circulation, and cultural resources.

Los Banos Campus Master Plan and Merced Community College Campus Master Plan EIR

CAJA, in collaboration with the Merced Community College District, recently completed two separate EIRs for the District: The Merced Community College Campus Master Plan EIR and The Los Banos Campus Master Plan EIR. The Merced Community College Campus is located at the northern edge of the City of Merced's urbanized area. The student population at the Merced Campus is expected to grow from 5,600 full-time equivalent students in the year 2000 to 11,300 students in the year 2015. The Merced Community College District 2004-2005 Five-Year Construction Plan identified building projects that are to be undertaken within the five-year planning horizon, including a Learning Resources Center, an Interdisciplinary Academic Center, and the remodeling of the Leshar Building and Science Building.

The existing Los Banos Campus of Merced Community College is located on State Route 165 at the southern edge of the City of Los Banos. This campus includes several temporary buildings and is too small to serve the rising population and unmet community needs. The Los Banos Campus Master Plan is proposed to be developed at a 125-acre site located on State Route 152, just west of Los Banos. The new campus would provide an expanded curriculum and new student service offerings, including the following Phase I improvements: additional classrooms, a new library, and new academic technology and vocational education facilities. Key environmental issues included agricultural resources, utilities and service systems, and transportation/traffic.

Sonoma State Offsite Housing Project EIR

Geoff Reilly is currently acting as Principal in preparing an EIR for the development of housing, roadway and utilities improvements, and recreational facilities for Sonoma State University. The proposed project involves the development of two housing types: 302 Single-Family Detached Units with 94 Single-Family Detached Units and 32 Attached Town Homes. The proposed project would be accessed by a new public street and would require public improvements including extensions of utilities and service systems.

Additionally, the project would entail subdivision of the property to a density of approximately 3.8 dwelling units per acre and a lot line adjustment for the two properties. A 2-acre Community Park and a 6,600-square foot Community Building are also proposed as part of the project.

The EIR will address issues related to aesthetics, agriculture resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, transportation/traffic, and utilities and services systems.

Replacement of Facilities at Dana Middle School and Cabrillo Elementary School

CAJA prepared CEQA documentation for construction of replacement of facilities at Dana Middle School and Cabrillo Elementary School. The project involved construction of new school buildings to replace existing Wiseburn School District facilities at Dana Middle School and Cabrillo Elementary School, which are located in the vicinity of one another within the Hollyglen neighborhood in the City of Hawthorne. The District's desired plan was to have construction take place in existing open field areas on the two campuses in order to permit the existing schools to remain open during construction. However, alternate plans were considered to replace existing buildings in their current locations. CAJA structured the environmental documentation to allow the District the flexibility to choose the best plan for both the operation of the school and the community.

McFadden Park Elementary School Initial Study/Mitigated Negative Declaration and Southwest Middle School Initial Study/Mitigated Negative Declaration

Ms. Hardt-Holoch was the Assistant Project Manager for the preparation of Initial Studies for new school facilities within the Placentia-Yorba Linda Unified School District in northeastern Orange County. To respond to the needs of a growing population, this District proposed the construction of a new elementary school and middle school designed to serve 800 and 1,000 students, respectively. A key issue for the McFadden Park Elementary School was a historic building located on the elementary school site, requiring the preparation of a historic building survey report. The historic report noted that of the several buildings on site, the gymnasium, a designated local historic structure, could be eligible for listing on the California Register. The District proposed to remodel and preserve the gym, built in 1939.

New Roads School

CAJA performed a peer review of the New Roads Educational Village Project EIR. The proposed project involved the development of one three-story 5,000 square foot building, which housed a preschool, six elementary classrooms, a multi-purpose room, administrative offices and an outdoor playground on the roof. In the west portion of the project site, a three-story building housed six middle school classrooms, 14 high school classrooms, eight specialty classrooms (i.e., classrooms not continuously occupied by students during the school day), a library, a gymnasium, a 350-seat performing arts theater, a leadership

center/faculty room, janitor facilities, workshop rooms, two specialty dance/music rooms, restrooms, storage facilities, administrative offices and an underground parking structure.

Viewpoint School Modernization

CAJA prepared a Project EIR for Viewpoint School. The proposed project includes the physical modernization and expansion of an existing 25-acre school site, located at 23620 Mulholland Highway in the City of Calabasas. Viewpoint School is a private co-educational, non-profit, non-sectarian school with students in grades Kindergarten through 12th grade. The proposed project will involve the demolition and replacement of approximately 64,000 square feet of existing building area and the new construction of approximately 132,500 square feet of additional building area for a total development of 220,000 square feet of building area. Approximately 23,500 square feet of existing building area will be retained in place. The project includes physical improvements to an existing athletic field to permit high school regulation football games with bleacher seating and stadium lights. The project will also involve improvements to the existing flood control channel that runs through the campus.

Marlborough School Expansion MND

The Marlborough School Project involves the demolition, reconstruction, and expansion of the existing 17,946 square foot Marlborough School library building, which would include the addition of a two-level subterranean parking and storage structure underneath the proposed new library building. The project also includes some interior renovations to the classroom building to provide a net gain of four (4) new classrooms and a reconfiguration of the administrative offices. The existing Marlborough School Campus is developed with approximately 83,317 square feet of net floor area, comprised of library areas, classrooms, administrative offices, storage areas and a gymnasium. The arts center, several administrative offices, and a basement storage area. The proposed replacement library includes a net increase of 16,269 square feet of additional floor area (a 19.5 percent increase over the existing developed net floor area of the Campus) resulting in a replacement library of 34,215 square feet. The proposed project would not increase student enrollment at Marlborough School and would not generate any new students, faculty, or staff.

The proposed new library building would include a 2-level subterranean parking and storage structure and is otherwise substantially consistent with the existing library building in terms of scale, massing, building height, and property line setback requirements. The subterranean structure would include approximately 60,230 square feet of parking spaces. Access to and from the project site would be provided by a driveway located along Third Street which would lead into the two-level parking garage. During construction, access to and from the site would also occur via Third Street and occasionally via Rossmore Avenue.

Beverly Hills High School Football Field Lighting Initial Study

CAJA prepared an Initial Study for the installation and operation of field lights on the existing athletic fields (football and soccer), located at Beverly Hills High School to allow for evening football games and additional practice time. The proposed project would equip the Beverly Hills high School athletic fields with new sources of lighting. A total of six lighting structures would be installed on the two fields. Two 80-foot lighting structures would be built on the west end of the soccer field and four 100-foot lighting structures would be built on the football field (two at the east end of the field and two behind the bleachers). The proposed lighting equipment would provide light levels of 50 footcandles on the football field and 20 footcandles on the soccer field. These levels are considered standard lighting levels set by the lighting industry. The new lights would be used for practice and evening games. A reduced level light would be utilized as a security lighting for approximately one hour following field use while the bleachers are emptied and the teams clear the field. An automated system would control light timing.

Los Angeles Trade-Tech Community College 30-Year Master Plan EIR

CAJA prepared an EIR for the Los Angeles Trade-Tech Community College 30-Year Master Plan, which envisions an overall campus organized into north, south, and east campuses, each with its own distinct character. The north campus would become the heart of academic life on the campus; the south campus would become the focal point for recreation and community-oriented activities; and the east campus would host large-scale and dynamic vocational programs and departments.

Santa Monica College (SMC) Thresholds Manual

CAJA prepared a CEQA thresholds guideline for Santa Monica College. This university is planning to undertake various future projects involving the construction of new facilities. When pursuing such projects in the past, the College has (in most cases) deferred to the City of Santa Monica and allowed it to act as the lead agency for purposes of evaluating proposed projects under the California Environmental Quality Act ("CEQA"). The College has decided that for future projects, it will act as the lead agency. If it intends to do so, the College needs to adopt CEQA Guidelines.

The Guidelines for Environmental Review constitute comprehensive procedures being adopted by Santa Monica College to comply with the California Environmental Quality Act (CEQA). These CEQA Guidelines will facilitate the College's role as the lead agency for future projects proposed by the College. The purpose of the CEQA Guidelines is to protect both local and regional environmental resources in a reasonable manner. They contain criteria for determining whether CEQA applies to particular projects, and methods for conducting environmental review of projects that are not exempt. The intent is to translate State laws and judicial decisions into a concise guide for use by College officials and staff, residents, interested organizations, and other interested public agencies. As such, Santa Monica College CEQA Guidelines summarize and implement State law.

On-Call Environmental Services for the Contra Costa Community College District

CAJA was recently awarded a contract for On-Call Environmental Services for the Contra Costa Community College District. Additionally, prior to joining CAJA, Ms. Hardt-Holoch served as the Assistant Project Manager for the preparation of various CEQA documents for a series of facilities improvements and construction planned by the Contra Costa Community College District. Facilities are located on the three main campuses including Diablo Valley College (Pleasant Hill), Los Medanos College (Pittsburg), and Contra Costa College (San Pablo) with satellite facilities located in San Ramon, Walnut Creek, and Brentwood. Proposed projects requiring CEQA documentation included building remodel/renovation, parking lot paving, seismic retrofitting, and new classroom and administrative office construction.

Hillcrest Christian School and Church Expansion Plan

CAJA prepared an EIR for the Hillcrest Christian School and Church Expansion Plan, which is proposed to be constructed on a 5.5-acre site located directly across from the existing school site, in the Granada Hills community of the City of Los Angeles. Currently the school is comprised of 9.5 acres on two parcels divided by Shoshone Avenue. The proposed project consists of approximately 75,000 square feet of new development to support educational purposes in a three-story education building with classrooms, administration offices, a gymnasium, and other school-related ancillary uses. The project will increase the school's current enrollment of 800 students to 1,200 students.

Crane Transportation***Encinal School Expansion EIR, Menlo Park City School District, Town of Atherton***

This recently completed study evaluated the circulation impacts due to planned expansion of the K-5 Encinal School located in the City of Atherton. Intersection and street segment impacts were determined in both Atherton and the City of Menlo Park as well as at the intersection with El Camino Real (State Route 82) providing the most direct connection to the school. Operation of proposed improvements to the school's on-site pickup/drop off area was also evaluated. Measures were developed to mitigate project impacts, including signalization of a nearby intersection. In addition, evaluation was conducted to determine the mitigating effects of school busing and expanding drop off/pickup times for various grades.

College of Notre Dame, Notre Dame High School and Notre Dame Elementary School Access Study, City of Belmont

This impact study in Belmont determined the circulation impacts resulting from four access alternatives under consideration for the College of Notre Dame, Notre Dame High School and Notre Dame Elementary School campuses located along Ralston Avenue. The purpose of the evaluation was to determine the effectiveness of each plan to provide better overall access for each of the three campuses.

Traffic volumes were projected under a year 2011 planning horizon, reflecting circulation changes anticipated due to the college's proposed Master Plan.

College of Notre Dame Master Plan Traffic Study, City of Belmont

A study was conducted in Belmont of the existing and projected traffic impacts of the proposed College of Notre Dame Master Plan. The study addressed three future horizon years, estimated the impacts of the completed portions of the plan for each of these time periods, and recommended roadway and other transportation system improvements necessary to mitigate significant impacts. The study also examined the adequacy of the proposed campus parking plan.

Church of the Immaculate Heart of Mary (IHM) Master Plan Traffic Study, City of Belmont

Crane Transportation Group evaluated off-site impacts at major intersections in the vicinity of the existing IHM facility in Belmont. Impacts were determined for two major components of the proposed master plan; an assisted living facility and expansion of church religious and school facilities. Impacts were also determined at project access driveway connections to two major arterial streets bordering the site. Evaluation was conducted of on-site circulation and parking adequacy for both project components.

Phillips Brooks School Relocation, Town of Woodside

This study evaluated the circulation impacts resulting from relocation of the Phillips Brooks K-8 private school from its existing suburban campus in Palo Alto to a new rural campus site in the Town of Woodside. Extensive surveys of existing school traffic generation/parking/internal circulation were conducted and then extrapolated to the new campus based upon a significantly increased student enrollment. Impacts were determined along local access roads, the Interstate 280 freeway and at two freeway interchanges.

Granada Islamic School EIR, City of Santa Clara

The circulation analysis for this project evaluated the traffic impacts from an existing Muslim School along Scott Boulevard in Santa Clara on the operation of major intersections with San Tomas Expressway, Central Expressway and Space Park Drive. On-site parking, access and internal circulation were also addressed in this study. Excellent working relationships were developed with the City traffic engineer during this project.

Sandpiper Elementary School & Park/Redwood Shores Community Center Traffic Study, City of Redwood City

Crane Transportation Group conducted a traffic and parking impact study for Redwood City to determine expected impacts from the proposed Sandpiper Elementary School, Sandpiper Park, and an adjacent community center for Redwood Shores. The project site is along Redwood Shores Parkway at the eastern end of Redwood Shores (in close proximity to the golf driving range/miniwarehouse proposed

development). Circulation impacts were determined at all major intersections along Redwood Shores Parkway in the project vicinity for the proposed Sandpiper/Community Center project and for projected buildout of the eastern end of Redwood Shores.

Justin Siena High School Expansion, City of Napa

Analysis was conducted of the local neighborhood circulation and parking impacts due to expansion of the existing Justin Siena High School in north Napa. The primary focus of evaluation was pre-school conditions, where traffic from the existing high school overlapped with that from two other local schools as well as worker commute traffic. Impacts were projected at local street intersections as well as at the major access intersection with State Route 29. A consensus was reached between the City and applicant regarding appropriate mitigation measures to be funded by the applicant.

Rosen Goldberg Der and Lewitz, Inc.

School projects that Rosen Goldberg Der and Lewitz, Inc. have worked include the following:

Project: Maria Carillo High School Field Lighting Project EIR

Location: Santa Rosa, CA

Client: Christopher A. Joseph & Associates

Project: Hillview Middle School Reconfiguration Project EIR

Location: Menlo Park, CA

Client: Benson Lee

Project: Dublin High School Master Plan EIR

Location: Dublin, CA

Client: LFR Levine Fricke

Project: Chabot College Master Plan EIR

Location: Hayward, CA

Client: DMJMH+N, Inc.

III. SCOPE OF SERVICES

Christopher A. Joseph & Associates (CAJA) is pleased to present this proposal to prepare an Initial Study (IS) and Environmental Impact Report (EIR) for the St. Joseph's School Reconstruction Project ("the Project"). CAJA's experience in preparing CEQA documents for institutional and government facilities brings an in-depth and unique understanding of the environmental constraints and benefits that are relevant to this type of project. As described in Section I, our Project Team includes team members with extensive experience in the preparation of EIRs for institutional facilities including school projects that include components that can be highly controversial with residential neighbors surrounding schools. In Section II (Relevant Project Experience) of this proposal, we have highlighted several of our recent projects which demonstrate our expertise with similar types of projects.

At CAJA, we are valued by our clients for our personalized service, accessibility, honesty, and years of experience in the industry. We also understand the importance of timing and the critical role that CEQA review plays in a project's overall approval process. These professional values make us effective in identifying issues, solving problems, and preparing documentation that is meaningful and useful to our clients in a timely and cost-effective manner.

PROJECT UNDERSTANDING

CAJA's understanding of the Project is based on our review of the RFP, a preliminary site visit, and discussions with the Town. The Project is located at Sacred Heart Schools, 150 Valparaiso Avenue in the Town of Atherton. The site is bounded by Park Lane, Elena Avenue, Valparaiso Avenue, and Emile Avenue.

The Sacred Heart Schools include St. Joseph's Schools of the Sacred Heart (Lower and Middle Schools), and Sacred Heart Preparatory (High School) and associated athletic and other facilities. The Sacred Heart Schools are proposing projects to accommodate an increase in students on the campus from the current approximate enrollment of 1,055 students to 1,250 students. This increase in enrollment would be phased, and would occur over the next five years in increments of 30 to 50 students per year.

Projects for the campus include the demolition of two elementary (Buildings 100 and 200) and two middle school (Buildings 300 and 400) buildings and reconstruction of two replacement buildings. The replacement buildings would be two-story buildings located near Emile Avenue. Additionally, the Project would include construction of a Library and Administration Building between the elementary and middle school buildings. The project also proposes other improvements on the site including improvements to drop off and pick up areas for the Lower and Middle Schools, renovation or replacement of current storage buildings adjacent to St. Joseph's field, sports field realignment, and the relocation of faculty parking.

SCOPE OF SERVICES

Overall Environmental Review Approach

This scope of work was prepared based on our understanding of the Project as described in the RFP, conversations with Town staff, and a site visit to St. Joseph's and vicinity. Based on our knowledge of the potential controversy and level of environmental impacts to surrounding streets and the comments received from a neighbor's attorney requesting analysis of cumulative conditions, we recommend that the Town prepare a Focused Environmental Impact Report (EIR) supported by an Initial Study (IS) for the project. As requested in the RFP, CAJA will provide substantiated written recommendation for an EIR.

In the interest of efficiency, we recommend that the Town circulate a standalone Notice of Preparation (NOP). An IS would be prepared separately. The IS would be used to scope out less than significant issues, allowing the EIR to focus on the key issues, and would be included as an appendix to the EIR. The IS would support the focusing of the EIR and would contain sufficient analysis to dismiss environmental impacts that are either less than significant or would be less than significant with implementation of mitigation measures.

At the end of the NOP comment period, CAJA will work with Town staff to determine if the NOP comments expand the scope of work or require additional sections and/or technical analyses to be included in the EIR. Based on our experience and review of the attorney's letter regarding the project, at this point we believe the EIR should focus on the following key issues: aesthetics, air quality (including greenhouse gases), biological resources, land use, noise, and traffic and circulation.

CAJA will work directly for the Town of Atherton and will be responsible for responding to comments from Town Commissions and Council and the general public. CAJA will keep an open dialogue with Town staff throughout the process, and will work closely with Town staff in carrying out the following work program, which has been developed to accomplish the requirements for CEQA and meet the expectations outlined in the Town's RFP.

Task A: Project Start-Up

Task A1: Attend Kick-Off Meeting and Site Visit

Principal Geoff Reilly and Project Manager, Katrina Hardt-Holoch and, and other members of the CAJA Team (as needed) will attend a kick-off meeting with Town staff. The purpose of the meeting is to: 1) introduce the CAJA Team to Town staff; 2) discuss the Project; 3) collect any relevant reports and/or data; 4) discuss the desired format of the environmental documents; 4) resolve issues regarding overall assumptions; 5) identify other key contacts; and 6) discuss communication protocols. A site visit will also be conducted to document conditions on the Project site.

Task A2: Prepare Preliminary Project Description

Because the Project Description is the basis for analyzing the environmental impacts of the proposed Project and identifying appropriate mitigation measures, it is important to prepare the Project Description as early in the CEQA process as possible. CAJA will review all relevant project description materials and will prepare a preliminary version of the Project Description that will be used in the IS and NOP and submit it to the Town for its approval. The Project Description will include discussions of the following: 1) Project site's regional and local location; 2) Project objectives and goals; 3) Project characteristics; and 4) a list of required approvals.

Deliverables: CAJA will submit one (1) Word and one (1) PDF version of the Preliminary Project Description to the Town for review and comment.

Task A3: Prepare and Circulate Notice of Preparation (NOP)

CAJA will prepare an administrative draft Notice of Preparation (NOP) for review by the Town. The NOP will be prepared using the Town's preferred format and will satisfy the requirements of CEQA and the State CEQA Guidelines. Upon receipt of the Town's comments on the Administrative Draft NOP, CAJA will revise and submit a Screencheck NOP to the Town to confirm that all Town comments have been incorporated. Following the Town's approval of the Screencheck NOP, CAJA will finalize and circulate the NOP to the State Clearinghouse, Responsible and Trustee Agencies, appropriate local agencies, the San Mateo County Clerk, and local residents and property owners as requested by the Town. It is assumed that Town staff will provide CAJA with the distribution list (including names and addresses) for local residents and property owners who should receive the NOP. Per State Clearinghouse requirements, a copy of the Notice of Completion (NOC) will be prepared and sent with the NOP to the State Clearinghouse. The NOP and all correspondence received in response to the NOP will be attached as an appendix to the Draft EIR.

Direct costs associated with noticing requirements (i.e., certified mailing, County posting fees, publishing fees for the local newspaper, etc.) are presented in our budget estimate as an aggregate and would be billed as required.

Deliverables: One (1) Word version and one (1) PDF version of the Administrative and Screencheck Draft NOP for review and comment. One (1) Word version and one (1) PDF version of the Public Review NOP.

Task A4: Attend Public Scoping Meeting

During the public review period of the NOP, CAJA staff will assist the Town in conducting a public scoping meeting. CAJA will present the proposed environmental topics and scope of work for the EIR and will record all comments received. If the Town anticipates significant public comment on the Project, they may wish to have a court reporter present to record comments.

After the close of the NOP circulation period, CAJA will review and summarize all oral and written responses to the NOP in a Scoping Comments Summary. CAJA will consult with Town staff to confirm that the proposed scope of work addresses all CEQA-related topics raised by commenters that have not already been considered and discussed with the Town.

Deliverables: One (1) Word and one (1) PDF version of the EIR Scoping Comments Summary.

Task A5: Prepare Administrative Draft IS

CAJA will prepare an IS based on Appendix G from the current version of the CEQA Guidelines. The IS will evaluate the potentially significant impacts of the proposed Project as the Project relates to the 17 environmental topics in the Environmental Checklist Form of the CEQA Guidelines. The analysis in the IS will consider information contained in existing technical reports and documents related to the Project, relevant regulations and policies, and other applicable information obtained through the research efforts of CAJA staff. The IS will include: 1) the Project Description; 2) the CEQA Checklist with an analysis of each issue and mitigation measures where needed to reduce or avoid any potentially significant impacts identified for the Project; and 3) technical appendices. The IS will be included as an appendix in the EIR.

Based on consultation with the Town, CAJA anticipates that we will be able to scope out the following environmental topics in their entirety: agricultural resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, mineral resources, population and housing, public services, recreation, and utilities and service systems. As stated in our approach, the purpose of the IS will be to focus out topics from detailed analysis in the EIR. Our rationale on scoping out the above topics includes the ability to include sufficient analysis in the IS to dismiss environmental impacts to resources that either do not exist on the site (agricultural or mineral resources), where impacts would be clearly less than significant or would be less than significant with implementation of mitigation measures or required regulations/conditions of approval (cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality) or can be evaluated quantitatively and clearly dismissed as less than significant (population and housing, public services, recreation, and utilities and service systems).

Deliverables: One (1) Word and one (1) PDF version of the Administrative Draft IS/MND, including graphics.

Task A6: Prepare Draft IS

CAJA will address all of the Town staff's comments on the Administrative Draft IS. It is assumed that the comments from the Town staff will be consolidated into one set, which will aid the team in completing the documents in the most timely and efficient manner. CAJA will prepare one copy of a Screencheck Draft IS that the Town can review to confirm that all comments have been addressed.

Deliverables: One Word and one PDF version of the Screencheck Draft IS/MND, including graphics.

Task A7: *Recommend Environmental Document*

As stated previously, due to the level of controversy surrounding this Project, it is anticipated that the necessary environmental document will be an EIR. To document the need for an EIR, CAJA will prepare a substantiated written recommendation for an EIR to the Town. The Draft IS will be included as an attachment to this written recommendation.

Deliverables: One (1) electronic copy and one (1) pdf copy of the memo outlining the basis for CAJA's recommended environmental document.

Task B: Draft Environmental Impact Report**Task B1: *Prepare Administrative Draft EIR***

CAJA will prepare the Administrative Draft EIR. Based on consultation with the Town, CAJA anticipates that the environmental topics requiring detailed analysis in the EIR include aesthetics, air quality (including Greenhouse Gases), biological resources, land use, noise, and traffic and circulation.

The EIR will be prepared in accordance with CEQA and the State CEQA Guidelines. The primary sections of the EIR are proposed as follows:

- **Introduction/Summary**

The Introduction/Summary will include an introduction to the EIR that identifies the Project applicant and lead agency; a summary of the project description and alternatives; a background discussion of the environmental review and the Project approval process; an outline of the EIR's organization; and a tabular summary of potential environmental impacts, proposed mitigation measures, and the level of significance after mitigation.

- **Environmental Setting**

The Environmental Setting section will provide a general physical description of the Project site and the surrounding area. Existing improvements and land uses will be described. Graphics will be presented, including (but not limited to) a local and regional location map, existing site photos, topographic survey, elevations, and aerial photo. A discussion and tabular list of related projects/cumulative development in the Town will be presented. CAJA recommends that a related projects "list-based" approach be used, in accordance with Section 15130(b)(1)(A) of the State CEQA Guidelines, to analyze the potential cumulative impacts of the Project in combination with other projected growth in the area.

- **Project Description**

The Project Description section will include a refined and finalized version of the preliminary Project Description prepared as part of Task A2. The Project Description will describe

Project planning background, all Project components and details, demolition and construction phasing, and discretionary actions. Graphics will be presented, including (but not limited to) the proposed site plan, floor plans, grading plan, utility plan, landscape and tree plans, parking and circulation plans, open space areas, elevations, and renderings. The Project Description is of particular significance as it sets forth the parameters of the Project as they will be evaluated throughout the EIR.

- **Environmental Impact Analysis**

Impacts Found to be Less Than Significant. The Environmental Impact Analysis section will begin with a subsection listing each environmental impact area determined not to have a potentially significant impact on the environment, with an accompanying discussion of the reasons for the determination as discussed in the IS for the Project. The Impacts Found to be Less Than Significant section will provide greater visibility of the reasoning behind why certain issues are not analyzed in depth in the EIR, ultimately strengthening the reviewer's understanding of the Project's potential impacts and ability to navigate the analysis.

CAJA's anticipated approach to analyzing the Project's environmental impacts under each topic in the CEQA Checklist is based on our preliminary understanding of the Project, a site visit, and discussions with Town staff. Our approach has been formulated to provide a basis for the cost and schedule proposal, and may be refined based on Town input and/or public comments received during the NOP scoping period (including comments from responsible agencies, service providers, etc). While some changes to the proposed approach can be covered under the current cost and schedule proposal, others, such as adding an analysis to the EIR that would have otherwise been "scoped out," would require a supplementary budget, which CAJA can prepare at the Town's request.

Impacts Found to be Potentially Significant. This section will include a detailed analysis for each of the environmental issues for which the Project could result in potentially significant impacts, as determined by the analysis and based on public comments received on the NOP. Each topic will be addressed in its own respective section and will include a description of the existing conditions, a discussion of the potential environmental impacts associated with the Project (during both construction and operation), a discussion of potential cumulative impacts, recommended mitigation measures for any significant Project-specific and cumulative impacts, and the level of impact significance after implementation of mitigation. The *Town of Atherton General Plan* will also be used wherever appropriate to establish the baseline conditions, cumulative impacts, and related matters. The major discussions in each analysis will include:

1. **Existing Conditions.** Analysis of the existing environmental setting is necessary in order to compare those conditions to any changes created and produced by the project, and to identify any significant environmental impacts of the project. For

purposes of the EIR environmental analysis, the environmental setting is usually defined as the physical conditions in the affected area as they exist at the time the NOP is published (Section 15126.2 of the State CEQA Guidelines). The Existing Conditions section will also include a discussion of the Regulatory Setting, which will identify and describe the applicable laws, regulations, and adopted plans that guide development on the Project site, including those at the federal, State, regional, and local level.

2. **Thresholds of Significance.** The specific criteria or threshold of significance for determining the level of significance for a particular subject area will be identified in each issue discussion, and will be consistent with the criteria set forth in the State CEQA Guidelines, the Town's adopted regulations, and the Town of Atherton's General Plan standards, or as specified by the Town.
3. **Environmental Impacts of the Project.** Applying the applicable thresholds, each environmental subject area will be evaluated to determine the level of impact significance. Under CEQA, a significant impact is defined as a substantial, or potentially substantial, adverse change in the physical environment. The impact analysis will include short-term construction related impacts, operational impacts, and cumulative impacts for all environmental topics. This discussion will begin with a brief reiteration of the checklist questions within the overall subject area that for which there are no impact and which are discussed in the Impacts Found to be Less Than Significant section of the EIR.
4. **Mitigation Measures.** Should it be found that Project design (or other required obligations falling under existing laws and regulations) fail to mitigate identified significant impacts, mitigation measures will be presented in each respective environmental subject area and may fall into one of the following classifications:
 - *Mitigation Measures* – required to reduce an identified significant impact to a less-than-significant level.
 - *Recommended Measures* – recommended (but not required) to further enhance environmental conditions within the Project and surrounding locale, and which can reduce an identified non-significant impact.
 - *Code-Required Measures* – required by local, regional, State and/or federal regulations and statutes that must be imposed as conditions of Project approval. Such code-required measures will be listed even though they are not necessarily required to reduce identified impacts.

5. **Cumulative Impacts.** The Project's impacts in combination with the potential impacts of the identified related development/cumulative growth in the Town will be discussed in this section.
6. **Level of Significance after Mitigation.** A clear, concise statement of the level of significance after the incorporation of mitigation measures will be presented. Net impacts will be defined as either "significant" or "less than significant."

CAJA's anticipated approach to analyzing the Project's environmental impacts under each topic in the CEQA Checklist is based on our preliminary understanding of the Project. Our approach has been formulated to provide a basis for the cost and schedule proposal, and may be refined based on Town input and/or public comments received during the NOP scoping period (including comments from responsible agencies, service providers, etc). While some changes to the proposed approach can be covered under the current cost and schedule proposal, others, such as adding an analysis to the EIR that would have otherwise been "scoped out," would require a supplementary budget, which CAJA can prepare at the Town's request.

At this point in the environmental review process it is anticipated that the following environmental topics will need to be examined in detail in the EIR (listed in corresponding order with the CEQA Checklist):

Aesthetics

St. Joseph's is located in an established neighborhood and is surrounded by residential and some commercial development. The Sacred Heart Schools have been located in this neighborhood since 1898 and there are many large trees on the site. Development on the site has the potential to create changes to the visual character of the site. To assess these changes, CAJA will evaluate the aesthetic impacts from the construction of buildings, sports field relocations, and other development proposed as part of the Project.

CAJA will conduct the following tasks related to aesthetics:

1. Based on a site visit and using information in the Town's General Plan or other relevant documents describe the regional and local context relative to aesthetics. Describe the existing physical characteristics of the Project site, focusing on visual features such as topography, vegetation, existing structures and uses, and the site's relationship to nearby uses.
2. Define scenic vistas in the Project area. Generally describe any scenic vistas available from nearby vantage points and the location of any scenic resource in relation to the Project site. Note whether the Project site is visible and/or how much of the Project site

is visible within these views. Describe how these views and/or resources might change due to the proposed Project, emphasizing the Project's potential to result in adverse impacts.

3. Describe the overall visual character of the Project site and areas surrounding the site. Describe how the Project would alter the existing visual character of the site and surrounding area, focusing on how the Project would change the character-defining features described previously. The aesthetic qualities of the proposed Project (including architectural enhancements, décor, color, landscaping, grading, the effects of building mass, intensity, skyline intrusions and other impacts) will be described, using architectural renderings or other project graphics and narratives provided to CAJA by the Sacred Heart Schools. CAJA will also review the proposed Project's aesthetic character in the context of existing urban design policies that regulate and/or encourage various aesthetic characteristics. Based on this discussion, determine whether the proposed Project would adversely change the existing character of the site and/or the surrounding area, and the potential to result in a significant impact under CEQA.
4. Describe the types and relative amounts of light and glare that would be associated with the proposed Project and describe how these sources might affect the surrounding area. CAJA will also describe changes to levels of light and glare due to the Project and discuss the Town's policies regarding building and site lighting. Based on this discussion, determine whether the proposed Project would result in significant light and/or glare impacts.
5. Determine whether any cumulative development: a) would be within the same viewshed or same general area as the proposed project; or b) would affect any of the same scenic resources as would the Project. Based on this discussion, determine whether the Project in conjunction with cumulative development would result in cumulative impacts.
6. For each of the sub-issues analyzed in the Aesthetics section, identify mitigation measures to reduce or avoid significant visual impacts if any significant impacts are identified.

Visual Simulations (Optional)

Due to the level of controversy anticipated regarding changes to the visual quality and character of the site and impacts to the rural character of the Town, as an optional task, CAJA recommends that the EIR includes visual simulations of the Project from surrounding areas. Using these visual simulations, the EIR would evaluate the Project's impacts on future views from areas near Sacred Heart Schools. Vantage points would be determined in consultation with the Town and with consideration of all comments on the NOP.

Specific tasks related to preparation of the viewpoint visual simulations are described below.

Data Review and Site Photography

CAJA will collect and review pertinent information including current Project maps and drawings and aerial photography. CAJA requires digital versions of the Project data. Acceptable formats are: .dwg (AutoCAD release 14 or higher), .skp (Google Sketchup), or .max (3D Studio Max). Referenced files must be included with the master file.

Prior to principal photography of pre-Project conditions, CAJA will consult with Town staff to identify location of potentially sensitive viewpoints. CAJA staff will then visit the site and acquire data using a high-resolution digital camera, and a WAAS-Enabled GPS receiver. Photo locations will be documented using a photo log and base map annotation. New mapping data will be integrated into data supplied by the Sacred Heart Schools.

Visual Simulations

Using advanced computer modeling and rendering techniques and digital imagery CAJA will produce computer-generated visual simulations to portray representative "before" and "after" visual conditions at the Project site. The simulations will illustrate the appearance of the proposed project including new building massing, architectural treatment, parking areas, landscaping and other site improvements.

CAJA will produce visual simulations from three (3) representative vantage points. The simulation photos will be selected in consultation with Town staff. At a minimum, a set of three (3) draft and three (3) final simulation images will be submitted in 8.5 by 11 inch color format (one "before" and one "after" image per viewpoint). A set of final high-resolution digital files will also be submitted upon request. Our cost estimate includes one review/revision cycle. The visual simulations will be produced based on Project information provided to CAJA. As an optional service, CAJA will produce visual simulations from additional vantage points (costs not included).

Viewpoint Location Map

CAJA will delineate the location of the visual simulation vantage points on a map of the site and surrounding area. The viewpoint location map will be produced in black and white at 8.5 by 11 inch format.

Air Quality

CAJA will prepare an Air Quality Impact Analyses that addresses the Projects' contribution to existing air quality violations and the exposure of persons to substantial pollutant

concentrations. The analyses will follow the recommendations of the BAAQMD's CEQA Guidelines reference material and will also incorporate information from the BAAQMD's rules and regulations. This scope of work includes a quantitative air quality analysis conducted in-house by CAJA specialists:

1. Describe baseline air quality information, including the pollutants of concern in the Bay Area, and the agencies responsible for improving air quality in the Bay Area. Identify existing regional emissions for the past three years using information obtained from the California Air Resources Board (CARB). Calculate existing localized emissions of carbon monoxide using data from the Project traffic report.
2. Identify construction-related activities which are generally short-term in duration. The BAAQMD does not require quantification of construction-related emissions. Instead, the BAAQMD bases the determination of significance on a consideration of the control measures to be implemented. Thus, CAJA staff will recommend the appropriate BAAQMD measures that would reduce any identified significant impacts to a less than significant level.
3. Identify the thresholds of significance recommended by the BAAQMD for operational emissions as presented in the BAAQMD CEQA Guidelines, and used by the Town of Atherton, to evaluate air quality impacts under CEQA.
4. Calculate operational mobile and area source emissions using the URBEMIS 2007 model recommended for use by the BAAQMD. Calculations will be based on the trip generation as identified in the traffic study. Compare the predicted emissions to the thresholds of significance recommended by the BAAQMD.
5. Calculate future localized carbon monoxide concentrations at intersections in the Project vicinity that would be most affected by Project-generated traffic, using data from the Project traffic report. In addition CAJA will compare the resulting emissions to state and national ambient air quality standards.
6. Discuss the consistency of the Project with the current Clean Air Plan for the Bay Area.
7. Characterize in general the potential health risks associated with toxic air contaminants (TACs) emissions generated by the proposed Project. (No impact is anticipated and therefore a qualitative analysis will be conducted for this task.)
8. Identify mitigation measures to reduce or avoid any potential Project-specific or cumulative impacts to air quality, and quantify their effectiveness based on methodologies available from BAAQMD and other sources. This will be conducted only if feasible.

9. Evaluate the generation of greenhouse gas (GHG) emissions. Although project-level significance thresholds for GHG emissions have not been established by the BAAQMD as to date, the analysis will nonetheless quantify the GHG emissions associated with construction and operation of the proposed Project consistent with Office of Planning and Research's (OPR's) CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act (CEQA) Review. In addition, the analysis will qualitatively assess the proposed Project's consistency with the GHG reduction strategies outlined in the *Climate Action Team 2006 Report* (2006 CAT Report) that was prepared for Governor Schwarzenegger and the California Legislature. Without a significance threshold, the impact would be considered significant. Consistency with the 2006 CAT Report will demonstrate mitigation of cumulative impacts below significance. If a project-level significance threshold for GHG emissions is developed for the BAAQMD prior to the completion of the GHG evaluation, the GHG emissions from the Project will be compared to this threshold to determine significance. In addition, mitigation measures including those identified in the California Attorney General's The California Environmental Quality Act, Addressing Global Warming Impacts at the Local Agency Level will be recommended.

Biological Resources

St. Joseph's is located on a developed area and surrounded by existing residential and some commercial development. There are many large trees on the site, including many large oak trees. It is our understanding that a tree survey has already been completed for the property, and it is assumed that this will be provided for our use in the EIR analysis.

CAJA biologists have made their best effort to identify any additional studies that may be needed based on the currently available background information. Although no additional studies are included as tasks below, it is possible that additional studies may be necessary following further review of the existing background information, correspondence with regulatory and resource agencies, and/or completion of the reconnaissance-level field survey (refer to Tasks 1 and 2). If the need for other studies is determined necessary and the schedule to prepare the EIR accommodates the timing of such studies, the Town will be notified and the studies will be considered out-of-scope tasks (refer to Task 3). However, if the need for other studies is determined necessary but the studies are not completed, it is possible that they may be added to the EIR as mitigation measures.

The following tasks will be completed in the preparation of the Biological Resources section of the EIR for the proposed project.

1. Review Existing Background Information. CAJA biologists will review existing background information pertaining to the biological resources in the vicinity of the

proposed project site. Information that will be reviewed includes (but is not limited to) the following:

- California Department of Fish and Game's (CDFG) California Natural Diversity Database (CNDDDB);
- California Native Plant Society's (CNPS) Electronic Inventory;
- U.S. Fish and Wildlife Service (USFWS) Endangered and Threatened Species List;
- USFWS National Wetland Inventory (NWI) maps;
- U.S. Department of Agricultural (USDA) Natural Resource Conservation Service (NRCS) soil survey information;
- U.S. Geological Survey (USGS) topographic maps; and
- Previously-prepared studies/reports for the proposed project site and/or surrounding sites, such as the tree survey (as available).

CAJA biologists will also review regulatory information, such as the implementing procedures associated with the various local, state, and federal agencies. As necessary, CAJA biologists will informally consult with representatives from the regulatory and resource agencies to obtain any site-specific information and/or to clarify the sensitivity of biological resources.

2. Conduct Reconnaissance-Level Field Survey. Following review of existing background information, CAJA biologists will conduct a reconnaissance-level field survey. The purpose of this survey will be to describe and document existing biological resources on the site, the potential presence of special-status plant and animal species and sensitive natural communities as determined during Task 1, and any other sensitive biological resources (such as heritage trees) that are or may be present within or adjacent to the proposed project site. A reconnaissance-level field survey is sufficient to adequately assess potential impacts to special-status species and sensitive natural communities. Should additional studies be determined necessary following the review of existing background information and the completion of the reconnaissance-level field survey, and correspondence with the Town indicates that there is adequate time in the schedule to conduct these studies before completion of the Final EIR, such studies will be considered out-of-scope tasks.

3. Prepare Biological Resources Section of EIR. The Biological Resources section of the EIR will be prepared based on the results of Tasks 1 and 2 above. Sensitive biological resources identified that occur or have the potential to occur on the proposed project site or in the project vicinity will be identified and the potential short- and long-term impacts to those resources will be evaluated in the EIR according to the California Environmental Quality Act (CEQA) checklist (Appendix G of the CEQA Guidelines). For any impacts found to be potentially significant, mitigation measures will be developed to avoid, minimize or compensate for the impact.

Land Use and Planning

The Project will increase the amount of development on the Project site. Therefore, the Town is anticipating concern from the community regarding land use compatibility and whether the Project conforms to the Town's General Plan goal of maintaining the rural character of the community.

CAJA will conduct the following tasks related to land use and planning:

1. Note that the Project site is currently occupied by the existing Sacred Heart Schools and surrounded by existing development. Describe existing land uses in the vicinity based on aerial photographs, land use and zoning maps, and a surrounding land use survey conducted by CAJA staff.
2. Discuss existing General Plan land use designations and zoning districts for the site and vicinity.
3. Discuss potential impacts relating to policy inconsistency and land use compatibility. Identify local land use trends and urban design principles. Discuss the scale of the Project in relationship to surrounding land use scale and types. The analysis will include a consistency analysis with the Town of Atherton General Plan and Municipal Code and other relevant plans identified in consultation with Town staff. Ultimately, the Project's consistency or inconsistency with General Plan policies is determined by the Town.
4. Discuss the potential for the Project and the related projects to result in a cumulatively considerable land use impact.
5. If feasible, identify mitigation measures to reduce or avoid significant impacts for each of the sub-issues analyzed in the Land Use and Planning section, if any significant impacts are identified.

Noise

The Sacred Heart Schools are located on a developed area and surrounded by existing residential and some commercial development. Additionally, construction of the Project would occur near adjacent school uses. In order to assess potential noise impacts that the Project would create we will perform three continuous 48-hour noise measurements and four short-term, 15- minute, measurements to quantify existing noise levels at the residential areas nearest to the areas of the school affected by the project. We will also perform short-term measurements to quantify individual noise sources associated with the project such as the pick-up/drop off area, the sports field to be realigned and the faculty parking to be relocated.

Based on our measurements and published noise data we will evaluate the noise levels from the project including;

- The change in noise levels due to the various components of the project (e.g. pick-up/drop off, sports field and faculty parking).
- The potential for increased traffic noise on local roadways.
- The potential for increased operational noise due to increased enrollment.
- Demolition and construction and noise.

We will assess impacts by comparing project generated noise with applicable Town noise standards and determining whether the project will significantly increase existing noise levels. The impacts of the project on the nearby residences will be the primary focus of the analysis. Certain activities such as demolition and construction will also be assessed with respect to their potential noise impact on occupied classrooms.

If noise levels are found to exceed the applicable thresholds then we will recommend mitigation measures. In addition to assessing impacts due to the project we would also qualitatively evaluate one alternative development scenario and cumulative impacts. We have included one day of consulting time to respond to public comments. Attendance at public meetings by the noise team is optional and would be billed on an hourly basis at our standard rates.

The above fee is based on the project description in the City's Request for Proposals dated November 14, 2008 which identifies the project as the reconstruction of the Saint Joseph's School (i.e. the Lower and Middle School). The project does not include the improvements to Sacred Heart Preparatory envisioned in the Sacred Heart Schools Master Plan Update,

2008. If the project is amended to include those additional elements, then the fee estimate would need to be adjusted accordingly.

Transportation/Traffic

The analysis will be partially dependent upon a December 2007 traffic study already completed for the City of Atherton by Hexagon Transportation Consultants and a new study being completed for Sacred Heart Schools by DKS Associates. Peer reviewed and acceptable information from both studies will be utilized in the EIR as will additional analysis to be generated specifically for the EIR. All analysis will be conducted for the Master Plan level of student enrollment. A select level of detail evaluating circulation system conditions along nearby Menlo Park streets is also included in the scope, although the extent of Menlo Park analysis may require adjustment based upon their response to the EIR Notice of Preparation. Finally, scope analysis is also included to respond to issues detailed in an October 17, 2008 letter from Cassidy, Shimko, Dawson, Kawakami.

Crane Transportation will conduct the following tasks for the Project:

1. Peer review will be conducted of all available traffic studies for the Sacred Heart Schools Master Plan. The base scope assumes that all data provided is acceptable and that the second (not yet completed) traffic study by DKS Associates evaluates the same or more locations than were evaluated in the Hexagon traffic study.
2. A field review will be conducted by a registered traffic engineer. During the same visit a meeting will be conducted with Town of Atherton staff and Sacred Heart Schools to clearly identify all scope items to be evaluated in the study and to obtain any needed studies and future project descriptions. In addition, a separate meeting will be conducted with City of Menlo Park staff during the same trip if they are not included in the Atherton meeting.
3. Evaluation will be conducted at the Valparaiso Avenue/Michaels Way and El Camino Real/Valparaiso Avenue intersections. These locations have not been studied in previous reports. In order to complete this evaluation, weekday AM peak period (7:00-9:00) and mid afternoon (2:00-4:00 PM) traffic counts will be conducted at both locations and existing operating conditions determined.
4. Near term Base Case + Sacred Heart Schools Master Plan buildout volumes and traffic conditions will be obtained from available studies for the following locations:
 - Montessori/St. Joseph's School South Driveway/Emilie Avenue
 - Montessori/St. Joseph's School North Driveway/Emilie Avenue

- SJSH School Driveway (closest to Park Lane)/Emilie Avenue
 - SH School Driveway/Park Lane
 - SH School Driveway/Elena Avenue (North Driveway)
 - SH School Driveway/Elena Avenue (Middle Driveway)
 - SH School Driveway/Elena Avenue (South Driveway)
 - SH School Main Driveway/Valparaiso Avenue
 - Emilie Avenue and Valparaiso Avenue
 - Elena Avenue and Valparaiso Avenue
 - Emilie Avenue and Park Lane
 - Elena Avenue and Park Lane
5. Base Case and Base Case + Sacred Heart Schools AM and mid afternoon PM peak period traffic volumes will be developed for the following two new locations.
- Michaels Way/Valparaiso Avenue Intersection
 - El Camino Real/Valparaiso Avenue Intersection

The same list of local area project utilized to develop near term horizon Base Case conditions in previous traffic studies for locations listed in Scope Item #4 will also be utilized to develop Base Case volumes at these two new locations.

6. Base Case and Base Case + Sacred Heart Schools Master Plan near term horizon operating conditions will be determined for the locations listed in Scope Item #5.
7. Year 2030 AM peak hour and mid afternoon peak hour traffic volumes will be developed for the locations listed in Scope Items #4 and 5 based upon link level projections contained in the C/CAG County traffic model. Data will be obtained from Town staff regarding the project's student enrollment level provided to the C/CAG modelers in order to determine if any manual adjustments are required in the modeling projections. The Town of Atherton will be required to request the modeling output data (at no charge) from C/CAG.

8. Year 2030 AM and mid afternoon peak hour Base Case and Base Case + Project Master Plan operating conditions will be determined at the locations in Scope Items #4 and 5.
9. Near and long term horizon Base Case and Base Case + Project Master Plan operating conditions will be evaluated on six segments of roadways to be selected by the City of Menlo Park and evaluated based upon Menlo Park street segment analysis methodology. Please note that additional traffic counts may be required in order to provide an acceptable basis for this analysis. Option #1 is providing these counts.
10. Analysis will be conducted of expected operating conditions at the new pickup/drop off areas. Improved efficiency of operation will be projected in relation to existing conditions. Option #2 is surveying the existing pickup/drop off areas in order to quantitatively determine the operating efficiency of the existing facilities to be modified.
11. Impact significance criteria will be determined in consultation with both Town of Atherton and City of Menlo Park staff.
12. Field surveys will be conducted of AM peak period and mid afternoon peak period queuing along the streets adjacent to the project site.
13. Evaluation will be conducted of the traffic counts taken as part of the Hexagon study adjacent to the schools to make sure that traffic conditions have been evaluated during the schools' peak traffic activity time. Option #3 is evaluating traffic conditions at time of peak school traffic activity, if these are different than the conditions evaluated.
14. Attendance will be made at one staff/applicant meeting during the course of the project.
15. Measures will be recommended to mitigate all significant near and long term impacts due to the project. Measures to reduce traffic volumes may include car/van pooling by staff, increased use of school buses and/or increased separation of start and end times at the three schools.
16. An administrative draft EIR circulation section will be prepared and sent electronically to Christopher A Joseph & Associates.
17. Responses will be provided to jurisdictional and public comments. Eight hours response time has been allocated to this task.
19. A technical appendix with worksheets will be provided electronically to the Town of Atherton, City of Menlo Park and Caltrans.

Please note: All work products will be to a planning level of detail only, and not to a design level of detail.

This scope of work does not include the following tasks (which could be added at the Town's request):

1. Changes/adjustments to the Hexagon or DKS traffic studies based upon peer review findings of inadequacies.
2. Peer reviews of revised Hexagon or DKS traffic studies.
3. Provision of data and analysis that is lacking in the DKS traffic study (i.e. updating analysis at all locations evaluated in the Hexagon study for full Master Plan buildout).
4. Evaluation of operating conditions at intersections not specifically evaluated in the Hexagon and DKS studies nor the two intersections along Valparaiso Avenue to be specifically addressed as part of this EIR.
5. Attendance at public hearings.
6. Attendance at additional staff meetings not specified in the scope.
7. Alternatives evaluation.
8. Quantitative evaluation of any mitigation measures proposed by the applicant during the course of the project.

- **General Impact Categories**

To satisfy the requirements of CEQA Guidelines Section 15126, this section of the EIR will summarize the significant and unavoidable impacts (if any) that were identified in the Environmental Impact Analysis; the growth-inducing impacts of the Project; and the significant irreversible environmental changes associated with the Project.

- **Alternatives to the Project**

CAJA will prepare an analysis of alternatives to the Project for inclusion in the EIR. The requirements for the alternatives analyses are based on the "rule of reason" as set forth in CEQA, and reflect the needs of each particular Project site. The alternatives analysis will be crafted both to meet CEQA requirements and as a means to provide flexibility in terms of alternative scenarios to the Project. In addition, the alternatives analysis will include the required "No Project" Alternative. As allowed under CEQA, the alternatives analysis for traffic, air, and noise will be qualitative in nature.

Other specific alternative schemes will be determined upon consultation with Town staff. It is important to note that several recent court cases have been decided in California that can affect the scope of Project alternatives in EIRs. The resulting court decisions have made the alternatives analyses in EIRs more vulnerable to legal challenges and, thus, modified the standards for such analyses. In general, the goal in identifying the range of alternatives should be to develop alternatives that can reduce any significant impacts associated with the proposed Project to a less-than-significant level.

- **Preparers of the EIR and Persons Consulted**

This section will identify the lead agency staff, Project applicant, EIR consultant and subconsultant staff, and all agency personnel consulted during the preparation of the EIR.

- **Acronyms**

This section will list and describe all acronyms and terms used in the EIR.

- **Appendices**

The Appendices will contain copies of all technical studies, detailed data, NOP, and NOP comments.

Deliverables: Five (5) hard copies and one (1) electronic copy of the Administrative Draft EIR for review and comment.

Task B2: Prepare Draft EIR

Based on the Town's comments, CAJA will revise the Administrative Draft EIR and will submit a Screencheck Draft EIR so that the Town can confirm that all requested changes have been made. It is anticipated that the Screencheck Draft EIR will focus on typographical errors, formatting, and other minor edits only.

Once the Town staff have received and approved the Screencheck Draft EIR, CAJA staff will produce the Draft EIR for public review. CAJA will assume all reproduction and circulation responsibilities, including State Clearinghouse notification. The distribution list for surrounding residents and local property owners will be provided by the Town. CAJA will also prepare the Notice of Completion (NOC) and Notice of Availability (NOA) pursuant to CEQA Guidelines Sections 15085 and 15087 using the Town's preferred format, and will file and publish the NOC/NOA in accordance with Town and State standard noticing procedures. Additionally, CAJA will coordinate with the Town in providing web-ready documents for publication on the Town's web site or host a website for posting the EIR and associated documents, if so desired.

Deliverables: Five (5) hard copies and one (1) electronic copy of the Screencheck Draft EIR for review and comment. Fifty (50) hard copies of the Draft EIR (includes 15 copies for submittal to the State

Clearinghouse) and one (1) electronic copy on CD-ROM. Copies of the NOC/NOA as needed to fulfill the distribution. As allowed by CEQA and in order to reduce consumption of natural resources, we recommend providing the 15 required State Clearinghouse copies be provided on CD-ROMs.

Task C: Public Review and Final Environmental Impact Report

Task C1: Attend Public Hearings on Draft EIR

CAJA will be available to present the findings of the Draft EIR public hearings during the 45-day review period before the Atherton Planning Commission or City Council. This scope and budget includes up to two (2) hearings before the Atherton Planning Commission or City Council during the public review period. Town staff will schedule the hearings, provide public notice, and prepare staff reports. CAJA will summarize the comments and identify topics not already addressed in the EIR. These hearings are assumed to be completed during the public review period. If the Town does not have a means of documenting Planning Commission or City Council meetings, CAJA recommends that the Town arrange for a court reporter to be present to record all comments.

Task C2: Prepare Administrative Draft Final EIR

CAJA staff will prepare responses to all written and oral comments received on the Draft EIR and will make any necessary changes to the Draft EIR resulting from comments. The Administrative Final EIR will include:

1. Introduction: Summarizes the project description, CEQA's requirements for the Final EIR, the chronology of the Project's CEQA review process, and other related discussions of importance to the Lead Agency.
2. List of Commenters: Required by CEQA Guidelines Section 15132(c).
3. Response to Comments: Contains responses to all written and oral comments received on the Draft EIR. For topics that are raised repeatedly in the comments, topical responses will be prepared and cross referenced as appropriate throughout the individual responses.
4. Corrections and Additions to the Draft EIR: This section will consist of corrected pages only shown in redline-strikeout.
5. Mitigation Monitoring Program (MMP): CAJA will prepare the MMP using the Town's preferred format to satisfy the requirements set forth in CEQA Guidelines Section 15097. The MMP will be responsive to AB 3180 and subsequent legal interpretation, and the implementation approach will be organized around the Town's enforcement policies and procedures. In order to meet the requirements of AB 3180, the program will: 1) list Project mitigation measures; 2) correlate the mitigation measures to the various governmental actions that the implementation of

the Project would require; and 3) identify other governmental offices or departments that would monitor the execution of the mitigation measures.

The extent of work necessary to complete the Administrative Draft Final EIR is dependent upon the amount and nature of comments that are received on the Draft EIR. We have included an estimate of approximately 100 hours for responding to comments. This estimate is based on receiving a moderate number of comments of average complexity. If new analysis, alternatives, or substantial Project changes need to be addressed to adequately respond to comments, or if anticipated effort exceeds the budgeted amount because of the number or complexity of responses, a contract amendment will be requested.

Deliverables: Five (5) hard copies and one (1) electronic copy of the Administrative Draft Final EIR..

Task C3: Prepare Final EIR

After the Town's review of the document, CAJA staff will address all Town staff comments and will prepare and submit the Screencheck Draft Final EIR so that the Town staff can confirm that all requested changes have been made. Once the Screencheck Draft Final EIR is approved by the Town, CAJA will produce the Final EIR and deliver the required number of copies to the Town.

Deliverables: Fifty (50) hard copies and one (1) electronic copy of the Final EIR. As allowed by CEQA and in order to reduce consumption of natural resources, we recommend providing the 15 required State Clearinghouse copies be provided on CD-ROMs.

Task C4: Attend Public Hearings on the Certification of the Final EIR

Katrina Hardt-Holoch (and other CAJA staff and subconsultants, as appropriate) will attend up to two (2) public hearings on the Final EIR before the Atherton Planning Commission or City Council and will present information (if requested) to the decision-making bodies (e.g., Planning Commission). Project team members will be available to answer questions.

Task C5: Prepare and File Notice of Determination (NOD) and CDFG Filing Fee

In accordance with CEQA Guidelines Section 15075, CAJA will prepare the NOD using the Town's preferred format. CAJA will file the NOD and a check for the CDFG filing fee with the San Mateo County Clerk within five days of approving the Project.

Deliverables: One (1) hard copy original and one (1) electronic copy of the NOD. One electronic copy (scanned in PDF format) of the San Mateo County Clerk stamp as proof of receipt and compliance with CEQA.

Task D: Project Communications and Project Management***Task D1: Project Conference Calls/Other Meetings***

This scope of work includes attendance at up to six (6) meetings/hearings during the course of preparation of the EIR: one (1) kickoff meeting, one (1) public scoping meeting, up to two (2) public hearings on the Draft EIR, and up to two (2) public hearings on the Final EIR. In addition, this scope of work includes up to two (2) hours and eight (8) hours of Project conference calls and/or meetings for Mr. Reilly and Ms. Hardt-Holoch, respectively.

Principal Geoffrey A. Reilly and Katrina Hardt-Holoch (and other CAJA staff and subconsultants, as appropriate) can attend additional community meetings and/or additional meetings with Town staff, as requested. Mr. Reilly can be available to attend other meetings at a cost of \$600 per meeting based on the assumption of 4 hours (including travel and meeting time) at a rate of \$150 per hour. Ms. Hardt-Holoch can be available to attend other meetings at a cost of \$480 per meeting based on the assumption of 4 hours (including travel and meeting time) at a rate of \$120 per hour. Other CAJA staff and subconsultants are available per their billing rates.

Task D2: Project Management

CAJA staff will provide management and oversight of all technical subconsultants. CAJA's management will communicate, as necessary, with the EIR Project team members and Town staff to ensure compliance with the schedule, scope of work, and budget. Ms. Hardt-Holoch will coordinate the team's work and provide management liaison between the Project team and the Town for communication of issues, transmittal of comments, financial management, and other project management matters, such as contract processing.

CAJA's project management approach is based on our understanding that each project presents a unique set of challenges based on the level of detail proposed in the project plans, available site-specific information, perceived public controversy, and proposed timing of project implementation. CAJA's overall approach to team coordination and project management is based on clear communication. As the leader of the environmental team, CAJA will communicate all Project milestones, issues, and pending processes with EIR Project team members and Town staff to ensure compliance with the schedule, scope of work, budget, and to prepare the most accurate and thorough EIR possible.

Our experience in managing projects from large to small scale and varying in complexity has shown that working meetings combined with "telecommunicating," including communicating via email and memorandum, provide the most effective type of communication. Through these avenues, Ms. Hardt-Holoch will coordinate the team's work and provide management liaison between the Project team and the Town for communication of issues, transmittal of comments, and other project management matters.

This management approach allows for regular interaction between the Project team, Town staff, and subconsultants; and it requires frequent information sharing among team members. This approach will foster efficient data acquisition and give Town staff advance input on environmental findings. Such participation will minimize duplication of research efforts and ultimately improve the technical quality and accuracy of the environmental analysis.

We review all Project communications and technical reports in a timely fashion to ensure that issues are recognized early in the process and communicated to appropriate parties. We then use this input to formulate an action plan for resolving issues. This ensures that the environmental review focuses appropriately on environmental issues of most controversy and importance, that all environmental review is conducted to the highest standards and considers all appropriate environmental thresholds, and that all agency and public concerns are addressed appropriately.

The methods described above provide regular interaction between the Project Team and Town staff. Such interaction and participation can ultimately minimize environmental impacts by assisting in the early recognition of project impacts and allowing for discussion of potential Project design changes or the incorporation of mitigation measures that would reduce or avoid significant environmental impacts.

IV. PROJECT BUDGET AND SCHEDULE

This exhibit of the proposal includes billing rates and the project budget. CAJA proposes to prepare an Initial Study (IS) and an EIR (the "EIR") for the St. Joseph's School Reconstruction project. A proposed budget for the preparation of this IS and EIR is provided in Table 1, Proposed Budget and Figure 2, Proposed Schedule, respectively. As shown in Table 1, the not-to-exceed budget is \$129,805 (excluding optional visual simulations).

Table 2 presents the project schedule that corresponds with the tasks identified in the scope of work (see Section III), including projected dates to complete each task and contract milestones. CAJA is committed to maintaining the proposed schedule for the project. As the leader of the environmental team, CAJA will communicate all project milestones, issues, and pending processes with EIR project team members and Town staff to ensure compliance with the schedule, scope of work, budget, and to prepare the most accurate and thorough EIR possible.

In the interest of preparing a cost-sensitive proposal, this proposed budget assumes a better-case scenario in which no or few unforeseen issues arise, such as new substantive additional changes to the Project Description, inadequate technical data, and an inordinate number of substantive comments from the Town, agencies or public during EIR review periods, etc. Should the scope of work increase or change, the Town understands that the consultant fee could exceed this amount. Such changes include, but are not limited to, the following:

- Additional analysis of impact categories added as a result of comments received from the public, governmental agencies, and/or other interested parties.
- Additional rounds of review and edits of the EIR per the Town team.
- Additional analysis required as a result of project modifications or delays in receiving project materials.
- Changes and/or modifications in State CEQA requirements.
- Any changes to assumptions and/or understandings contained herein regarding preparation of the necessary CEQA documentation.

**If a comparison of cost proposals of the competing consultants becomes the determining factor in your selection process, we would be willing to review and/or modify our price. Any changes to our cost proposal would be based on further discussion and negotiation between CAJA and the Town and would include full disclosure of cost proposals from all consultants competing to prepare the EIR.*

CHRISTOPHER A. JOSEPH & ASSOCIATES**FEE SCHEDULE**

(Effective January 1, 2009)

Project Team billing rates are as follows:

CHRISTOPHER A. JOSEPH & ASSOCIATES**Hourly Rates**

Principal	\$150.00/hour
Project Manager	\$120.00/hour
Associate Environmental Planner	\$85.00/hour
Technical Specialist	\$95.00/hour
Graphics	\$75.00/hour

Direct Expenses

Direct expenses, including but not limited to those items presented below, will be billed at 110 percent of actual costs:

- Reproduction, printing and photographic costs (typical 2008 CAJA in-house production costs):
 - • \$0.10 per page; black & white, 8.5 x 11 & 11 x 17 sizes;
 - • \$1.00 per page; color, 8.5 x 11 & 11 x 17 sizes;
 - • \$4.00 per binding spine; and
 - • \$0.80 per hard stock covers and plastic document backings.
- Purchases of project materials.
- Technical subconsultants.
- Postage, messenger and overnight mailing.
- Travel, telephone, Internet access and research fees and other miscellaneous costs.

Invoicing Methods

CAJA bills monthly for services rendered. Subconsultant invoices received are included in the next CAJA invoicing cycle. Subconsultants are reimbursed for services rendered within 30 days of receipt of payment.

CRANE TRANSPORTATION GROUP (TRANSPORTATION AND TRAFFIC)**Hourly Rates**

Principal	\$200.00/hour
Engineer I	\$140.00/hour
Engineer II	\$120.00/hour
Technician	\$100.00/hour
Graphics Specialist	\$130.00/hour
Field Crew Chief	\$95.00/hour
Field Crew	\$55.00/hour
Admin/Production	\$75.00/hour

ROSEN GOLDBERG DER & LEWITZ, INC. (NOISE)**Hourly Rates**

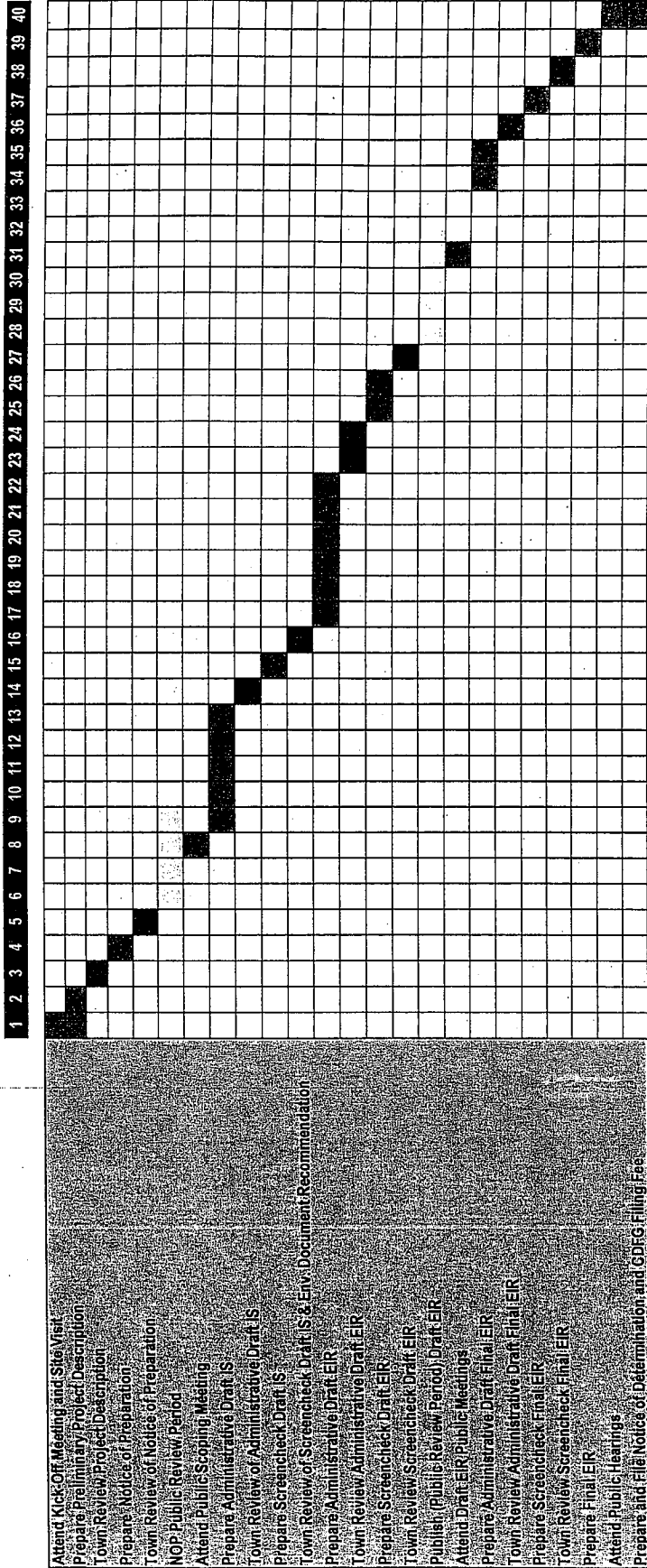
Principal	\$200.00/hour
Senior Consultant	\$160.00/hour
Consultant	\$130.00/hour
Technician/CAD	\$110.00/hour

Tasks		Geoff Reilly	Katrina Hardt-Holoch	Rachel Mohr	Andrea Jensen	Bryan Chen	Scott Johnson	TOTAL HOURS	COST PER TASK	Total Cost
		\$150	\$120	\$85	\$95	\$95	\$75			
Task A Initial Study										\$11,740
Task A1	Attend/Prep for Kick-Off Meeting/Site Reconnaissance	4	4	4	4	0	0	16	\$1,800	
Task A2	Prepare Preliminary Project Description	2	8	4	0	0	2	16	\$1,750	
Task A3	Prepare/Circulate Notice of Preparation (NOP)	1	2	6	0	0	1	10	\$975	
Task A4	Attend Public Scoping Meeting	4	4	0	0	0	0	8	\$1,080	
Task A5	Prepare Administrative Draft IS	1	8	24	0	0	2	35	\$3,300	
Task A6	Prepare Draft IS	1	8	12	0	0	1	22	\$2,205	
Task A7	Document Appropriate Environmental Document	1	4	0	0	0	0	5	\$630	
Task B Notice of Preparation and Draft EIR										\$34,575
Task B1	Prepare Administrative Draft EIR	6	6	6	0	0	2	20	\$2,280	
	Technical Analysis									
	Cover Page, Title, TOC, Appendices, References	0	1	4	0	0	1	6	\$535	
	Executive Summary (Summary Table)	0	2	4	0	0	0	6	\$580	
	Project Description	0	2	4	0	0	2	8	\$730	
	Aesthetics	0	12	16	0	0	4	32	\$3,100	
	Air Quality (including GHG Analysis)	0	4	2	0	48	0	54	\$5,210	
	Biological Resources	0	4	2	65	0	4	75	\$7,125	
	Land Use/Planning	0	12	16	0	0	2	30	\$2,950	
	Noise	0	4	2	0	0	2	8	\$800	
	Transportation/Traffic	0	4	2	0	0	4	10	\$950	
	CEQA-Required Conclusions	0	16	8	0	0	0	24	\$2,600	
	Alternatives	0	16	16	0	0	1	33	\$3,355	
Task B2	Prepare Screencheck and Draft EIR	2	8	24	4	4	4	46	\$4,360	
Task C Public Review and Final EIR										\$14,310
Task C1	Draft EIR Planning Commission and City Council Hearings (2)	8	8	0	0	0	0	16	\$2,160	
Task C2	Preparation of the Administrative Draft Final EIR	2	16	40	4	4	3	69	\$6,605	
Task C3	Preparation of Screencheck and Final EIR and MMP	2	10	16	0	0	2	30	\$3,010	
Task C4	Attend Certification Hearings (2)	8	8	0	0	0	0	16	\$2,160	
Task C5	Prepare and File Notice of Determination (NOD)	0	1	3	0	0	0	4	\$375	
Task D Project Meetings and Management										\$3,660
Task D1	Conference Calls/Meetings with Town Staff	8	8	0	0	0	0	16	\$2,160	
Task D2	Project Management, Administrative, and General Coordination	2	10	0	0	0	0	12	\$1,500	
TOTAL CAJA LABOR		52	190	215	77	56	37	627		\$64,285
DIRECT EXPENSES										
	Reproduction, postage, mileage, etc.									\$4,500
	CDFG, NOD Fee									\$2,820
TOTAL DIRECT EXPENSES										\$7,320
Subconsultants										
	Crane Transportation (Traffic)									\$36,500
	Rosen, Goldberg, Der, and Lewitz (Noise)									\$21,700
TOTAL SUBCONSULTANT COST										\$58,200
TOTAL WITHOUT OPTIONAL TASKS										\$129,805
OPTIONAL TASKS										
	Visual Simulations									\$9,800
GRAND TOTAL INCLUDING OPTIONAL TASKS										\$139,605

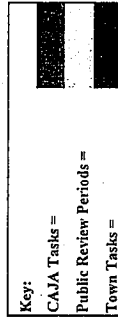
Table 2
Proposed Time Schedule

TASK

WEEK
(From Notice to Proceed)



* Assumes public comments on Draft EIR are moderate in number and average in complexity.



PROJECT TEAM RESUMES

CAJA RESUMES



GEOFFREY A. REILLY

Vice President/Principal

Experience Summary

Mr. Geoff Reilly is a Principal at CAJA with 17 years of years of experience in the preparation and management of environmental review documents pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Mr. Reilly joined CAJA in 1998 and has served as the Director of Northern California Operations at CAJA's Petaluma office since 2003. His responsibilities include marketing, client and subcontractor liaison, project budgeting and scheduling, work product quality control, and the presentation of environmental analyses, recommendations, and strategies at client meetings and public hearings. Mr. Reilly has supervised the preparation of virtually all types of CEQA and NEPA documents for a wide variety of projects throughout California.

Project Experience

- Dutra Asphalt & Recycling Facility (EIR)
- Cristallago Mixed-Use Development & Resort (EIR)
- Big Wave Mixed-Use Project (EIR)
- Montgomery High School Field Lighting (EIR)
- Maria Carrillo High School Field Lighting (EIR)
- Pacifica Prospects Condominium Project (EIR)
- Napa Valley College Master Plan (EIR)
- Petaluma Davidson Homes (EIR)
- Solano County Rockville Trails Estates (EIR)
- Petaluma Deer Creek Plaza (EIR)
- San Mateo County Thomas Subdivision (EIR)
- Los Banos Campus Master Plan (EIR)
- Merced College Campus Master Plan (EIR)
- City of Healdsburg General Plan (EIR)
- El Segundo Corporate Campus Project (EIR)
- Glendora Historic Preservation Project (EIR)
- Huntington Beach General Plan Update (EIR)
- Laguna Beach Community/Senior Center (EIR)
- Monterey Park Towne Plaza (EIR/EIS)
- Palisades Landmark Condominium Project (EIR)
- Pepperdine University Upper Campus Development (EIR)
- Santa Monica Open Space Element (EIR)
- West Hollywood Gateway (EIR)
- Richmond IMTT Tank Installation Project (IS)
- SWRCB Water Rights (IS/MND)
- Gilroy Oliveri Mixed-Use Project (IS/MND)
- Sonoma Village West Mixed-Use Project (IS)
- Capitol Records Campus Development (IS/EA)
- Maimonides Academy Expansion Project (IS/MND)

Educational Background and Professional Affiliations

- B.A. in Resource and Environmental Geography with a Spanish Minor-San Diego State University
- Association of Environmental Professionals (AEP)-2000 LAAEP Programs Director
- American Planning Association (APA)
- Urban Land Institute (ULI)
- San Francisco Planning & Urban Research Association (SPUR)



KATRINA HARDT-HOLOCH

Project Manager

Experience Summary

Ms. Katrina Hardt-Holoch, Project Manager, is an environmental planner with nine years experience preparing CEQA and NEPA environmental documents. Her project experience ranges from Specific Plans and General Plan Amendments to large-scale master plans, roadway and infrastructure improvements, development of governmental facilities, mixed-use and housing developments, business parks, college campus expansions, and new school sitings. She also has experience in NEPA analysis for transportation projects, reuse or expansion of military facilities, construction of utility infrastructure, and master plans. She has prepared a variety of document types including addenda, subsequent and supplemental Environmental Impact Reports, Initial Studies, Environmental Impact Statements, Environmental Assessments, joint NEPA/CEQA documents, and Caltrans-specific environmental documents.

Project Experience

- Alameda Point General Plan Amendment EIR
- Alameda Point Golf Course EIR
- Antioch General Plan Update and EIR
- Campbell General Plan Update EIR
- Canyon Oaks Residential Subdivision EIR
- Commerce Pointe Industrial Project, Riverside County EIR
- Curry Village and East Yosemite Valley Campground Improvements EA
- Desert Xpress EIS
- Dougherty Road Plan Line Study IS
- East Garrison Specific Plan EIR
- East Garrison Specific Plan Improvements EA
- Foothill - De Anza Facilities Master Plan EIR
- Graham Hill Road Improvements IS/CE
- John Muir Medical Center EIR
- La Goma Residential Project IS
- MacArthur Boulevard Streetscape Improvements IS
- Marin 101 Bike Path Addendum/Re-Evaluation EIR/EIS
- McFadden Elementary School IS
- New Alameda Free Library Addendum EIR
- Ponte Vista at San Pedro EIR
- Redwood City Downtown Area Plan and Housing Element EIR
- Revised Snowcreek Master Plan EIR
- San Mateo Corridor Plan & Bay Meadows Specific Plan EIR
- Scott & Haun Commercial Project, Riverside County EIR
- Sierra Star Master Plan EIR
- Yuba and Sutter Counties Enterprise Zone EIR

Educational Background and Professional Affiliations

- M.U.R.P. (emphasis in Environmental Planning and Regional Data Analysis) — Portland State University
- B.U.S. in University Studies, emphasis in Physical Geography — University of New Mexico
- American Planning Association (APA)
- American Institute of Certified Planners (AICP)
- Association of Environmental Professionals (AEP)



AINDREA JENSEN

Senior Biologist

Experience Summary

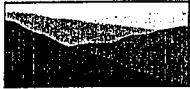
Ms. Andrea Jensen, Senior Biologist at CAJA, is a broadly trained wildlife biologist with experience in scientific research and biological consulting. Her research experience includes assisting with studies focusing primarily on movement patterns of Roosevelt elk and steelhead in relation to human-related disturbances, and nesting behavior of marbled murrelet. Ms. Jensen holds a permit from the California Department of Fish and Game for mammals, amphibians, reptiles, fishes, and invertebrates, and a permit from the U.S. Fish and Wildlife Service for tidewater goby. As a consultant, Ms. Jensen has managed and conducted assessments for special-status species and sensitive habitats, long-term monitoring projects, mitigated negative declarations, environmental assessments, environmental impact reports, biological assessments, and project-level informal and formal incidental take consultations for local and state agencies and private parties.

Project Experience

- 2006 Revised Snowcreek Master Plan Project — Town of Mammoth Lakes (EIR - Biological Resources Section)
- SR 87 Detour II Sanitary Sewer Reconstruction Phase II Project — MTBM Rescue Operation — City of San Jose (MND — Biological Resources Section, Wetland Delineation, Formal Consultation with NOAA, Riparian Mitigation and Monitoring Plan, 1602 Permitting)
- Ultraviolet Disinfection Facility Project — Palo Alto (IS/MND — Biological Resources Section)
- Big Wave Office Park & Wellness Center — San Mateo County (IS, Biological Resources Section)
- Laguna de Santa Rosa Bridge Replacement Project — Sonoma County (Wetland Delineation, Informal Consultation with NOAA and USFWS)
- Cannery Improvement Project — City of Hayward (Biological Resources Assessment, and 404, 401, and 1602 Permitting)
- CWS Utility Services Residential Subdivision — Sonoma County (Biological Resources Assessment, Special-Status Plant Surveys, and Wetland Delineation)
- Old Ranch Estates — Davidson Homes (CRLF & CTS Assessment, Protocol-Level Burrowing Owl Surveys, Burrowing Owl Exclusion Program, 404, 401 and 1602 Permitting, and Wetland Mitigation Monitoring Plan)
- Marina Municipal Airport — Marina (Special-Status Plant Surveys and CTS Site Assessment)
- Merced County Landfill Expansion — Merced County (Vernal Pool and Invertebrate Monitoring)

Educational Background and Professional Affiliations

- B.S. Wildlife Management, Biometry minor-Humboldt State University
- The Wildlife Society
- American Fisheries Society
- Recovery Permit for Tidewater Goby (TE163012-0)
- Scientific Collecting Permit (SC-009130)
- Certified Wetland Delineator (April 2007)
- Vegetation Rapid Assessment Protocol for Vegetation Sampling, CNPS, March 2007
- Tidewater Goby Survey Training Course, USFWS, Eureka, August 2006
- CRLF Workshop, Biology and Management of the CRLF, Sponsored by The Alameda County Conservation Partnership Contra Costa Water District, Los Vaqueros Reservoir & Watershed, June 2006
- CTS Larval Survey Techniques Workshop, Hosted by the Laguna de Santa Rosa Foundation, April 2006



BRYAN CHEN

Senior Environmental Scientist

Experience Summary

Mr. Bryan Chen is a Senior Environmental Scientist with over ten years of environmental consulting experience focusing on air quality analyses and human health risk assessments. Prior to joining CAJA, Mr. Chen served as a senior toxicologist at Tetra Tech EMI and was the lead risk assessor for Naval installations located in California. In addition, Mr. Chen was the air quality specialist for a number of private and public sector projects that utilized air quality tools such as HARP, ISCST3, and URBEMIS. Mr. Chen has a Bachelor's degree in Chemistry from Pomona College and a Master's degree from the Department of Geography and Environmental Engineering at Johns Hopkins University.

Educational Background and Professional Affiliations

- Bachelor's Degree in Chemistry, Pomona College
- Master's Degree in Geography and Environmental Engineering, Johns Hopkins University



RACHEL MOHR

Assistant Environmental Planner

Experience Summary

Ms. Rachel Mohr is an Assistant Environmental Planner at CAJA's Oakland office. Ms. Mohr assists with project-related tasks including the preparation, production, and distribution of environmental documents, as well as associated research and fieldwork. Ms. Mohr is responsible for integrating technical reports and preparing various sections for Initial Studies and Environmental Impact Reports. Ms. Mohr is a graduate of Sonoma State University.

Project Experience

- San Francisco Housing Authority On-Call NEPA and CEQA Analysis
- Scott and Haun Commercial Project, Riverside County EIR
- Commerce Pointe Industrial Project, Riverside County EIR
- Foothill-De Anza College Facilities Master Plan EIR
- Gateway Business Park Master Plan EIR
- Dodgers Outfield Experience: The Next 50 Years EIR
- Museum of Tolerance Project EIR
- Universal Vision Plan EIR
- Forest Lawn Memorial Park IS
- Thomas (MTA) Universal Project EIR
- Los Angeles Country Club EIR
- 7045 Lanewood Avenue Project IS\

Educational Background and Professional Affiliations

- B.A. in Environmental Studies and Planning, Sonoma State University
- Minor in Geography, Sonoma State University



SCOTT JOHNSON

Graphics Director

Experience Summary

Mr. Scott Johnson is the Graphics Director for CAJA. As the Graphics Director Mr. Johnson's is responsible for coordinating and maintaining graphics standards. He works out of the Bay Area Office in Petaluma, California. Utilizing skills learned from years spent as a computer animator Mr. Johnson is responsible for providing accurate, compelling 3D rendered visualizations, photomontages, and shade/shadow analysis. Mr. Johnson's graphics responsibilities include proposal graphics and presentation graphics (i.e. base maps, land use and zoning overlays, and aerial photographs). In addition, Mr. Johnson is also responsible for site surveys, photography of sites, research, graphics, and business development.

Project Experience

- 700 University Avenue Mixed-Use Project, Berkeley (EIR)
- Davidson Homes, Petaluma (EIR)
- Deer Creek Plaza, Petaluma (EIR)
- Laguna Beach Community Center/Senior Center (EIR)
- Los Banos College Campus Master Plan and the Merced College Campus Master Plan (EIR)
- Malibu Sycamore Grove Office Park and Civic Center Way Retail Park (EIR)
- Montgomery High School Field Lights Project, Santa Rosa (EIR)
- Napa Valley College Master Plan (EIR)
- Rockville Trails Estates, Solano County (EIR)
- St. Regis (EIR)
- The Villages at Heritage Springs, Santa Fe Springs (EIR)
- Thomas Subdivision, San Mateo County (EIR)
- West Berkeley Bowl Project, Berkeley (EIR)
- Bradley Landfill and Recycling Center Master Plan (EIR)
- Ponte Vista at San Pedro (EIR)
- Beverly Connection Project (IS/MND)
- Maimonides Academy Expansion Project (IS/MND)
- Patriot Cahuenga 2775, Cahuenga Boulevard Project (IS/MND)
- Nob Hill Shade/Shadow Analysis

Educational Background and Professional Affiliations

- B.A. in Economics and Environmental Planning-Sonoma State University
- Association of Environmental Professionals (AEP)

CRANE TRANSPORTATION GROUP RESUMES

CRANE TRANSPORTATION GROUP

QUALIFICATIONS

MARK D. CRANE, P.E.

Principal

Mr. Crane is Principal-in-Charge of Crane Transportation Group. He is a registered Traffic Engineer and a registered Civil Engineer in California. He has over thirty years of experience in traffic and transportation planning at: Simpson & Curtin, Philadelphia; Linscott, Law and Greenspan, Los Angeles; JHK & Associates, San Francisco; and Goodrich Traffic Group, San Francisco. For the last 17 years he has headed Crane Transportation Group in San Francisco. He is a member of the American Society of Civil Engineers and a fellow of the Institute of Transportation Engineers.

Mr. Crane has managed over 750 transportation studies throughout California and the western United States. He is thoroughly familiar with all aspects of California Environmental Quality Act (CEQA) requirements for traffic analysis, as well as general plan and specific plan traffic analysis. During his career Mr. Crane has successfully worked directly with the California Department of Transportation, jurisdictional staff, private developers and environmental planning firms.

- California Registered Professional Traffic Engineer (Certificate #TR 1381)
- California Registered Professional Civil Engineer (Certificate #C 24637)

- College Education
 - Purdue University: Bachelor's Degree in Civil Engineering
 - University of California at Berkeley, Institute of Traffic & Transportation Engineering: Master's Degree in Civil Engineering

- Traffic Engineer for 33 years
- Owner of own firm since 1979
- Principal in Charge/Project Manager of more than 750 studies

Areas of expertise include:

- General Plan, Master Plan and Specific Plan Traffic Projections and Circulation Elements
- Planning Impact Studies and EIRs
- General Plan EIRs
- Initial Study Traffic Analysis
- Major Event Circulation Studies
- Parks and Recreation Area Studies
- Quarrying/Aggregate Transfer Traffic Studies
- Winery Traffic Studies
- Travel Time and Traffic Safety Studies
- Parking Studies
- Redevelopment Area Circulation Studies

CRANE TRANSPORTATION GROUP

QUALIFICATIONS

CAROLYN R. COLE, AICP

Principal

Ms. Cole is a Principal and Director of Transportation Planning for the Crane Transportation Group. She has over thirty years of experience in the fields of urban and regional planning, with participation in over 300 major reports which she has either managed or to which she has been a major contributor. She is a certified planner through the American Institute of Certified Planners and member of the American Planning Association. She holds a Bachelor of Science degree in Geography from California State University, Hayward, with an emphasis in Urban Planning and Environmental Studies. Ms. Cole formed Cole-Mills Associates, an environmental planning partnership, and was Principal there until becoming Principal and Director of Planning at Western Ecological Services Co., Inc. For the past 15 years, she has been a Principal with the Crane Transportation Group.

Her transportation planning experience is extensive, and includes impact studies for retail/commercial areas, industrial areas, community service facilities, libraries, schools, detention facilities, social service centers, assisted living facilities, hotels and resorts, and 5- to 2,500-unit housing developments. Many of these studies emphasize bicycle and pedestrian safety. She has conducted redevelopment area circulation studies, parking studies, and analyses for General Plan, Master Plan and Specific Plan Circulation Elements.

- American Planning Association Member
- American Institute of Certified Planners Member

- Panel Chair and Panelist at State AEP and APA conferences
- Planning advisor to local community groups
- Guest lecturer at local universities and colleges

- College Education
 - California State University, Hayward: Bachelor of Science in Geography with emphasis in Urban Planning and Environmental Studies

Areas of expertise include:

- General Plan, Master Plan and Specific Plan Circulation Elements
- Impact Studies
- Master Plan and Specific Plan EIRs
- Parking Studies
- Redevelopment Area Circulation Studies

ROSEN GOLDBERG DER & LEWITZ, INC. RESUMES

**ROSEN
GOLDBERG
DER &
LEWITZ, Inc.**

Acoustical and Audiovisual Consultants

Resume – Harold S. Goldberg, P.E.

Mr. Goldberg's 22 years of acoustical consulting experience has included analysis of environmental noise, architectural acoustics, and mechanical noise. He has particular expertise in environmental noise and has prepared environmental impact reports, noise elements of general plans and feasibility studies. Mr. Goldberg is an expert in traffic noise modeling using the Caltrans computer program SOUND32 and the FHWA Traffic Noise Model, TNM 2.0. Mr. Goldberg has also developed computer software to standardize and automate some of the firm's frequently used acoustical calculations.

EDUCATION

1985 B.S. Mechanical Engineering, University of California, Berkeley

SELECTED PROJECTS

- Providence Senior Housing, San Francisco, CA
- Tralee Village, Dublin, CA
- Harbor Walk, Benicia, CA
- Guide Dogs for the Blind Veterinary Clinic, San Rafael, CA
- Dominican University Science and Tech. Bldg., San Rafael, CA
- Dublin High School EIR, Dublin, CA
- Benicia X-Park, Benicia, CA
- Route 87 HOV Lane, San Jose, CA
- Tongue River Railroad, Billings, MT
- City of Golden Highway Noise, Golden, CO
- I-580/Vasco Road Interchange, Livermore, CA
- Wood Waste Landfill Remediation, Sonoma County, CA
- Haystack Landing Asphalt Plant, Sonoma County, CA
- McEvoy Ranch Wind Turbine, Marin County, CA
- El Cerrito City Hall, El Cerrito, CA
- Cotati Civic Center Master Plan, Cotati, CA
- Golden Gate Park Amplified Sound Policy, San Francisco, CA
- Fremont-South Bay Corridor Transportation Study, Santa Clara County, CA*
- Downtown Ferry Terminal, San Francisco, CA*

*Work done prior to RGDL

PROFESSIONAL REGISTRATION

California: M.E. 27286

PROFESSIONAL MEMBERSHIP

Institute of Noise Control Engineering, Board Certified

PUBLICATION

ACOUSTICS: Architecture, Engineering, the Environment, William Stout Publisher, 1998. (co-author)

RELATED EXPERIENCE

- Completed FHWA (Federal Highway Administration) Traffic Noise Model Training Course, June 1998
- Georgia Institute of Technology Education Extension, Heliport Noise and Land Use Planning, Feb. 1988
- Association of Bay Area Governments Seminar; Applying CEQA & NEPA EIR/EIS Preparation, Management, and Review, 1987

**ROSEN
GOLDBERG
DER &
LEWITZ, Inc.**

Acoustical and Audiovisual Consultants

RESUME – ALAN T. ROSEN

Mr. Rosen has 23 years of acoustical consulting experience with specialization in environmental noise and architectural acoustics. He has prepared noise sections for environmental impact reports, noise elements of general plans, feasibility studies and land use studies. In the architectural acoustics field he has made recommendations for optimizing room acoustics and sound isolation for a variety of public and private buildings. He has also evaluated noise and vibration resulting from mechanical equipment, occupant activities and transit.

EDUCATION

1984 B.S. Electrical Engineering, University of Illinois at Urbana-Champaign

SELECTED PROJECTS

- Employee Housing at Curry Village, Yosemite National Park
- Providence Senior Housing, San Francisco, CA
- UC Riverside Arroyo Student Housing, Riverside, CA
- Harbor Walk, Benicia, CA
- FLUID Corporation Conference Room, San Francisco, CA
- Dominican University Science and Tech. Bldg., San Rafael, CA
- Dublin High School EIR, Dublin, CA
- University of San Francisco Theater Scene Shop, San Francisco, CA
- Benicia X-Park, Benicia, CA
- Marin Country Club, Mill Valley, CA
- City of Golden Highway Noise, Golden, CO
- I-580/Vasco Road Interchange, Livermore, CA
- Wood Waste Landfill Remediation, Sonoma County, CA
- Haystack Landing Asphalt Plant, Sonoma County, CA
- McEvoy Ranch Wind Turbine, Marin County, CA
- El Cerrito City Hall, El Cerrito, CA
- Cotati Civic Center Master Plan, Cotati, CA
- Golden Gate Park Amplified Sound Policy, San Francisco, CA
- Tongue River Railroad, Billings, MT
- Department of Health Services (CA) Richmond Laboratory, Richmond, CA*
- National Science Foundation Replacement Science Facility, McMurdo Station, Antarctica*
- Re-powering of Altamont Pass Wind Farms*

*Work done prior to RGDL

PROFESSIONAL MEMBERSHIP

Institute of Noise Control Engineering

PROFESSIONAL AFFILIATIONS

Acoustical Society of America

Association of Environmental Professionals (past president)

PUBLICATION

ACOUSTICS: Architecture, Engineering, the Environment, William Stout Publisher, 1998. (co-author)

TEACHING EXPERIENCE

1996-2001 Guest Lecturer, Sonoma State University, Department of Environmental Studies

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2007 by and between the **TOWN OF ATHERTON**, hereinafter referred to a “TOWN” and Christopher A. Joseph & Associates hereinafter referred to as “CONSULTANT”.

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That TOWN desires to engage CONSULTANT to render certain professional services to the TOWN;
- B. That CONSULTANT is qualified to provide such services to the TOWN; and
- C. That TOWN has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth

TERMS AND CONDITIONS

1. Services

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

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

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

2. Term of Agreement

Said services shall commence on execution and shall continue until completion of the task set forth in Exhibit A as described in the preceding section, or until terminated by ten (10) days written notice by either party.

3. Compensation

Payment under this agreement shall be as per Exhibit A. This is a time and materials agreement with a not-to-exceed budget of \$139,605.

4. Authorization and Termination

This Agreement becomes effective when endorsed by both parties in the space provided below.

5. Reliance of Professional Skill of Consultant

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

6. Relationship of Parties

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

7. Non-assignment

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

8. Amendments

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

9. Validity

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

10. Governing Law/Litigation

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable expenses of litigation of the successful party.

11. Mediation

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

12. Entire Agreement

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

13. Indemnity

CONSULTANT shall defend, indemnify and hold TOWN and its officers and employees harmless from any and all claims and liabilities related to or as a result of CONSULTANT's performance of this Agreement.

14. **Insurance**

CONSULTANT shall not commence work under this Agreement until all insurance required under this Paragraph has been obtained. CONSULTANT shall furnish TOWN with certificates of insurance evidencing the required coverage. The TOWN will be named as additional insured in the policy. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the TOWN office of any pending change in the limits of liability or of any cancellation or modification of the policy.

a) **Workers' Compensation and Employers' Liability Insurance**

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

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

b) **Liability Insurance**

CONSULTANT shall take out and maintain during the life of this Agreement such bodily injury liability and property damage liability insurance as shall protect CONSULTANT while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims from property damage which may arise from CONSULTANT's work under this Agreement, whether such work be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be Two Million and no/100 Dollars (\$2,000,000.00) combined single limit bodily injury and property damage for each occurrence. The TOWN, its officers, employees and agents shall be maintained as additional insureds on said policy, and a certificate of said coverage shall be delivered to the TOWN before any work commences. All insurance shall be with insurance carriers licensed in the State of California and in good standing with the California Department of Insurance.

15. **Notice**

All notices required by this Agreement shall be given to TOWN and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

TOWN:

City Manager
Town of Atherton
91 Ashfield Road

Atherton, CA 94027

CONSULTANT:

President
Christopher A. Joseph & Associates
610 16th Street, Suite 514
Oakland, CA 94612

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

TOWN OF ATHERTON

BY: _____
Jerry Gruber, City Manager

Date: _____

APPROVED AS TO FORM:

BY: _____
Marc Hynes, City Attorney

Date: _____

CONSULTANT:
CHRISTOPHER A. JOSEPH & ASSOCIATES

BY: _____

Date: _____



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JERRY GRUBER, CITY MANAGER

DATE: FOR THE MEETING OF JANUARY 21, 2009.

**SUBJECT: APPROVE ALLOCATING \$5,000.00 FOR PUBLIC
OUTREACH AND CREATING AN INTERACTIVE MODEL
FOR THE NEW TOWN CENTER**

RECOMMENDATION:

Approve a total of \$5,000.00 for public outreach and creating an interactive model for the New Town Center; \$1,000.00, or 20%, to come from the 406 account and \$4,000.00, or 80%, to be funded from the fund balance. The \$4,000.00, or 80%, would be allocated as part of the Mid-Year Budget adjustment.

INTRODUCTION:

The Blue Ribbon Task Force met on January 6, 2009. One item of discussion was improving community awareness and outreach for the New Town Center. A brief discussion regarding the methodology for implementing a community outreach program was discussed and a consensus was reached. It was agreed upon that additional resources would be implemented regarding the Town's website, additional community meetings at the Pavilion and newsletters and fliers would also be utilized and sent to interested groups throughout Atherton who may want to here a presentation. William Grindley volunteered to make an interactive model to share with interested community groups that would be interactive in nature and allow for input for any resident who would be interested in contributing to the creative process. Since fees collected by the Building Department as part of the 406 fund can only pay for 20% of the New Town Center based of previous calculations for square footage, the original \$5,000.00 requested from the Blue Ribbon Task Force will need to be modified to reflect the following recommendation.

FISCAL IMPACT:

As indicated earlier, \$1,000.00 dollars, or 20%, of funds can be funded from the 406 account. The remaining \$4,000.00 dollars requested by the Blue Ribbon Task Force will be brought to the City Council for consideration as part of the Mid-Year Budget adjustment.

Attachments:



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LISA COSTA SANDERS, DEPUTY TOWN PLANNER

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: REVIEW OF PROPOSAL FROM PMC FOR EXPANDED BUDGET FOR
TOWN OF ATHERTON ZONING CODE UPDATE**

RECOMMENDATION:

Staff, at the request of the Planning Commission, recommends that the City Council authorize PMC's expanded budget for the zoning code update.

INTRODUCTION:

The City Council authorized Pacific Municipal Consulting (PMC) to prepare an update to the Zoning Code (Title 17 of the Atherton Municipal Code). The initial contract was in the amount of \$64,390. The City Council approved an amendment to the contract at its December 19, 2007, meeting to include additional outreach meetings including three public workshops. The additional scope of services was in the amount of \$24,020. At the City Council meeting of August 20, 2008, the Council authorized an additional \$2,678 to the contract at the request of the General Plan Committee to include attendance at an additional General Plan Committee meeting and preparation of a revised document. The total contract authorization is \$97,088.

The Planning Commission reviewed the draft zoning code update at its October 22, 2008, meeting and at a special meeting on January 8, 2009. The Commission continued the item to its next meeting. The Commission also voted to request the City Council increase PMC's contract authorization to include an additional Planning Commission meeting and additional revised document.

ANALYSIS:

PMC's contract as authorized by the City Council responded to the scope of work outlined in the request for proposals issued by former City Manager Jim Robinson. The original scope of work included the following meetings:

- Meetings with Town Staff
- One public outreach meeting or joint study session (not listed in the RFP but recommended by PMC and approved by Council)
- One Planning Commission public hearing
- One City Council public hearing

The expanded scope of services approved by the City Council in December 2007 provided for three public workshops and two General Plan Committee meetings.

Public meetings conducted to-date:

- One kick-off meeting with City Council to discuss key policy issues
- Three public outreach meetings
- Three General Plan Committee meetings
- Two Planning Commission meetings

Anticipated/recommended meetings:

- One additional Planning Commission meeting
- Two City Council meetings (one of which is recommended as a dedicated study session)

PMC staff prepared the attached expanded scope of services and budget based on the request of the Planning Commission. The expanded scope of services includes preparation of an updated Planning Commission draft zoning code document along with an updated summary memo and attendance at one additional Planning Commission meeting. The expanded scope also includes PMC staff attendance at two City Council meetings (only one previously budgeted). The proposal for one additional City Council meeting is based on recent experiences at the General Plan Committee and Planning Commission meetings. The additional scope is at a cost of \$3,105 and would bring the total contract authorization to \$100,193.

CONCLUSION:

Staff is supportive of the additional scope of services to assist the Planning Commission in its deliberation and recommendation and to provide ample opportunity for the City Council to review the zoning code update.

ALTERNATIVES:

If the Council does not authorize the additional budget, Planning Staff would continue the review of the zoning code update at the Planning Commission meeting without the attendance of PMC staff. This would also limit PMC staff attendance to one City Council meeting. .

FISCAL IMPACT:

The additional scope of services is in the amount of \$3,105.00.

Prepared by:

Approved by:

Lisa Costa Sanders
Deputy Town Planner

Jerry Gruber
City Manager

Attachment

1. PMC proposal dated January 14, 2009; Expanded Scope of Services and Budget for the Town of Atherton Zoning Code Update - #3



MEMO

To: Lisa Costa Sanders, Deputy Town Planner
TOWN OF ATHERTON

From: Christopher Jordan, AICP

Cc:

Date: January 14, 2009

Re: Expanded Scope of Services and Budget for the Town of Atherton Zoning Code Update - #3

Project Understanding and Approach

It is our understanding that the Planning Commission has asked for additional support prior to recommendation to the City Council. In response, we've provided a brief scope of work and cost estimate for PMC to prepare another draft of the Zoning Code Amendment document, to prepare a summary memo for the document, and for staff time to attend additional Planning Commission and City Council meetings for review. Please note that given the age of the existing contract, PMC has included current, updated billing rates for select staff.

Scope of Work

A. Planning Commission Meeting and Final Planning Commission Draft

PMC staff will attend one additional Planning Commission meeting at a date and time to be specified. It is expected that at this third Planning Commission meeting the Commission will review forward a recommendation to the City Council.

Prior to the meeting, PMC will take the comments and direction provided to date, along with any other direction provided by the Commission through staff, and prepare a Final Planning Commission Draft document, along with updated summary memo. Upon direction of the Commission, this draft and memo will serve as the Planning Commission Recommended Draft. These products will be delivered in electronic PDF format to City staff as 1) a review copy and 2) a final for distribution to the Planning Commission.

B. City Council Meetings and City Council Draft

PMC staff will attend two City Council meetings at dates and times to be specified. Given the level of review provided to date by the General Plan Committee and Planning Commission, it is anticipated (and recommended) that a special study session be held to walk through the changes to the Code with the Council and take any direction for modification prior to Council action.

Upon completion of the study session, PMC will incorporate the directed changes into the draft document and prepare a City Council Draft, along with updated summary memo. These products will be delivered in electronic PDF format to City staff as 1) a review copy and 2) a final for distribution to the Planning Commission.

PMC will attend a second Council meeting to aid in the conducting of first reading of the ordinance and will note any final changes to the document by the Council.

PMC staff will not attend the meeting for second reading and final adoption of the Zoning Code.

C. Final Zoning Code

After the City Council Meeting, PMC will prepare a Final Draft/Final Zoning Code for use at the second reading/adoption. This will serve as the final deliverable for the project.

Cost Estimate

The following cost estimate is broken down by project task and is based on the following updated billing rates.

Christopher Jordan, Senior Planner - \$110/hr (increased from \$85/hr)
Associate Planner - \$90/hr (increased from \$85/hr)
Graphics - \$85/hr (increased from \$65/hr)

Total Estimated Budget to Complete the Project: \$7,405

Carryover from existing scope (remaining budget): \$4,300

Total Additional Cost to Complete the Project: \$3,105

Task	Task Description	Senior Planner		Associate Planner		Graphics		Indirect Costs	Totals	
		Hours	\$110	Hours	\$90	Hours	\$85		Hours	Costs
A	Planning Commission Meeting and Final Planning Commission Draft	10	\$1,100	10	\$900	5	\$425	\$50	25	\$2,475
B	City Council Meetings and City Council Draft	20	\$2,200	10	\$900	4	\$340	\$50	34	\$3,490
C	Final Zoning Code	5	\$550	8	\$720	2	\$170	\$0	15	\$1,440
Total Project Hours		35		28		11			74	
Total Project Costs			\$3,850		\$2,520		\$935	\$100		\$7,405
Carryover from existing scope										\$4,300
Total										\$3,105



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: CHIEF GLENN NIELSEN

DATE: FOR THE MEETING OF JANUARY 21, 2009

SUBJECT: PURCHASE OF A DISASTER PREPAREDNESS VEHICLE

RECOMMENDATION:

Staff recommends that Council authorize the Town to “piggy back” on the City of Redwood City’s competitive bid in order to purchase one Ford Expedition 4x4 disaster management and recovery police vehicle for the fiscal 2008-2009 budget cycle, for a total cost of **\$29,007.06**.

INTRODUCTION:

A community group was formed at the direction of the Council and was directed to acquire a communications vehicle that would be used by the Town in the event of a natural disaster, man-made disaster, or other similar type of emergency event affecting the Town. This group worked to identify the communications needs of the Town in an emergency situation and eventually to purchase the necessary radio communications equipment to meet those needs. Their working budget for FY 2008-2009 is \$40,000. There is also an additional \$14,000 left over from their 2007-2008 FY budget.

The capability of the emergency radio system that has been purchased includes being able to communicate directly with aircraft, Menlo Fire and the California Highway Patrol while in the field. A Ham radio is also going to be purchased so that Atherton’s emergency operations staff can use this group’s “eyes and ears” to help assess the emergency and manage the incident. The Ham radio system at minimum will be able to communicate with Atherton residents who have Ham radios and also those who live within the County of San Mateo.

ANALYSIS:

The radio system was designed to be mobile so that it could be used in a vehicle and/or in any type of building including residential homes. The community group envisioned that the communication system would be placed in Pelican type protective cases to reduce the potential for damage to the equipment. Initially, the community group envisioned the equipment would be stored in a van that would be parked and maintained by the Town (most likely by the PD). In recent conversation with a working group comprised of Town staff and the community group, the group came to the conclusion that there would be a problem deploying the vehicle in a timely fashion since it would require additional staff to make the van operational in the event of an emergency since there is a high likelihood that staff would be engaged in search and rescue operations as soon as they became aware of the emergency. This working group concluded that this disaster management and recovery vehicle should be in service 7-days a week, and should function not only as a mobile communications center but also as a mobile incident command post.

Approval of this purchase would allow the Town to effectively and efficiently manage an emergency event and improve the Town's capacity to recover from a natural disaster, man-made disaster, or any other type of emergency incident. Besides being able to improve the Town's ability to manage and recover from a major event, this purchase will also enable PD to more effectively manage not only strategic events affecting the entire Town but also tactical incidents that affect specific streets or smaller neighborhood areas. This would be done by adding equipment to the vehicle that would make it capable of functioning as a mobile incident command post, which is what all of our neighboring cities and the County have done to a similar type of vehicle. This additional equipment would be funded by reallocating funds from the existing PD FY 2008-09 budget.

Upon experiencing a major emergency event or a smaller incident such as the hazardous materials spill that shutdown traffic and restricted homeowner access on Atherton Avenue for 4-5 hours a few months ago, the Town's or PD's incident command post would initially be the hood of a police patrol car, or in the event of rain, the interior of a car.

Equipping PD with a disaster management and recovery vehicle would raise the Town's capacity to the existing levels of our surrounding communities. Redwood City Police, Menlo Park Police, and the SMC Sheriff's Office all deploy similar types of vehicle on a daily basis.

FISCAL IMPACT:

Projected expenses in the 2008/2009 FY budget would be \$20,000 from the Disaster Preparedness budget, and an additional **\$9007.06** from the existing PD's budget by reallocating funds. The PD will equip the vehicle with an incident command system.

Associated vehicle costs are as follows:

Purchase of a 2009 Ford Expedition that includes tax:	\$29,007.06

Prepared By:

Approved:

Glenn Nielsen
Chief of Police

Jerry Gruber
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JERRY GRUBER

DATE: FOR THE MEETING OF JANUARY 21, 2008

**SUBJECT: REORGANIZATION OF THE ADMINISTRATIVE OFFICE
AND FINANCE DEPARTMENT.**

RECOMMENDATION:

That the City Manager approves the following:

- 1) Eliminate the 0.5 FTE City Clerk position
- 2) Assign responsibility for City Clerk duties to the Assistant City Manager
- 3) Add 1.0 FTE Executive Assistant/Deputy City Clerk position per attached Job Description
- 4) Eliminate the 1.0 FTE Assistant Finance Director position
- 5) Add 1.0 FTE Accountant position per attached Job Description
- 6) Increase the Finance Assistant position from 0.50 FTE to 0.60 FTE
- 7) Layoff 0.25FTE Office Assistant position due to a lack of work at that level
- 8) Approve salary range for Executive Assistant/Deputy City Clerk
- 9) Approve salary range for Accountant

INTRODUCTION:

That the City Council approves the City Manager's request for the following:

- 1) Eliminate the 0.5 FTE City Clerk position.
- 2) Assign responsibility for the City Clerk duties to the Assistant City Manager.
- 3) Add 1.0 FTE Deputy City Clerk position per attached Job Description.
- 4) Eliminate the 1.0 FTE Assistant Finance Director positions.
- 5) Add 1.0 FTE Accountant position per attached Job Description.

- 6) Increase the Finance Assistant position from 0.50 FTE to 0.60 FTE
- 7) Layoff 0.25 FTE Office Assistant position due to lack of work at that level.
- 8) Approve new funds totaling \$ 21,938.00 to the City Manager's Department budget.

Note: Approve new funds totaling \$ 21,938.00 will be brought to the Council as part of the 2008/2009 Mid-Year Budget Adjustment in February 2009.

FISCAL IMPACT:

The fiscal impact for the reorganization of the Administrative Office and Finance Department will be \$ 21,938.00. The City Manager will request that this amount be appropriated as part of the Mid-Year budget process for Council approval in February 2009.

Attachments:



Town of Atherton

January 9, 2009

TO: JERRY GRUBER, CITY MANAGER

FROM: EILEEN WILKERSON, ASSISTANT CITY MANAGER

**SUBJECT: REORGANIZATION OF THE ADMINISTRATION OFFICE AND
FINANCE DEPARTMENT**

After further review and comment by yourself and Louise Ho my initial recommendation has been refined.

RECOMMENDATION:

That the City Manager approves the following:

- 1) Eliminate the 0.5 FTE City Clerk position
- 2) Assign responsibility for City Clerk duties to the Assistant City Manager
- 3) Add 1.0 FTE Executive Assistant/Deputy City Clerk position per attached Job Description
- 4) Eliminate the 1.0 FTE Assistant Finance Director position
- 5) Add 1.0 FTE Accountant position per attached Job Description
- 6) Increase the Finance Assistant position from 0.50 FTE to 0.60 FTE
- 7) Layoff 0.25FTE Office Assistant position due to a lack of work at that level
- 8) Approve salary range for Executive Assistant/Deputy City Clerk
- 9) Approve salary range for Accountant

BACKGROUND:

The City Manager's Office and Finance Department currently have two vacancies: Assistant Finance Director and Office Assistant. In addition, the current 0.5 Full Time Equivalent (FTE) City Clerk position is filled with a temporary employee. An opportunity exists to reorganize the positions and functions of the City Manager's Office and the Finance Department to provide more effective and efficient service to the Town.

The City Manager, Assistant City Manager, and Finance Director have met formally twice to discuss a potential reorganization in addition to numerous informal meetings over the past four months.

City Clerk Part-time to Executive Assistant/Deputy City Clerk Full-time

After extensive review of the duties associated to the City Clerk position staff has concluded that it is most effective and efficient to assign the responsibilities of the City Clerk position to the Assistant City Manager and the general duties to a full-time Deputy City Clerk. In addition, it is estimated that this full-time position can be utilized as an Executive Assistant to the City Manager and Assistant City Manager.

Currently the City Clerk is a mid-management position under the general supervision of the City Manager. The Executive Assistant/Deputy City Clerk would be an unrepresented, “at-will”, Non-exempt, confidential position under the direct supervision of the Assistant City Manager and general supervision of the City Manager. The confidential designation is for negotiation purposes.

During the past four years the part-time City Clerk position has been filled on a temporary basis. The duties have included responsibilities for elections, Public Records Act, Public Support Services, and Council support in the form of agendas, minutes, and scheduling. The incumbent wishes to retire.

In addition to the above duties staff urgently needs to put in place a Records Retention and Destruction Program (RRD). The additional duties attributed to RRD are both time consuming and meticulous records management.

There is also an identified need for the City Manager and Assistant City Manager to have administrative assistance at the highest skill level which currently does not exist within the Town job classifications.

Assistant Finance Director to Accountant:

After review of the duties associated to the Assistant Finance Director, staff has concluded that the Department is too small to have an Assistant Finance Director. It would be more effective and efficient to have a position designated as Accountant with appropriately assigned duties.

Currently the Assistant Finance Director position is a mid management position under the general supervision of the City Manager and direct supervision of the Finance Director. The Accountant directly supervises the work of the Finance Assistant. The Accountant would be an unrepresented, “at-will,” “non-exempt,” “confidential” position under the general supervision of the Finance Director. The “confidential” designation is for negotiation purposes.

The Accountant would apply principles of accounting to analyze financial data and prepare financial reports. The position has a moderate degree of independence in handling fiscal maintenance operations such as general ledger, fixed assets, financial reporting, annual audit, budget preparation, treasury, and related work as required. The position is under the direct supervision of the Finance Director. This position is currently vacant.

Finance Assistant Increase from 0.50 FTE to 0.60 FTE

The Finance Assistant position is a single classification in the Teamsters bargaining unit. Currently this position is under the general supervision of the Finance Director and direct supervision of the Assistant Finance Director. If the position of Accountant is implemented the Finance Assistant will be under the general supervision of the Finance Director and direct supervision of the Accountant if the Accountant position is approved. An increase in FTE will require the Town to meet and confer with Teamsters on the effects of the increase.

Finance Assistant duties include responsible accounting clerical work including payroll and accounts payable. Staff has concluded through monitoring and observation that the tasks that fall into this position have sufficient volume to warrant an increase in time.

Office Assistant Layoff from 1.0 FTE to 0.75 FTE (6 hours per day)

The Office Assistant position is a single classification in the Teamsters bargaining unit. Currently this position is under the direct supervision of the City Manager. Effective January 1, 2009 the position will be directly supervised by the Assistant City Manager. The Town will meet and confer with Teamsters on the effects of the layoff.

Office Assistant is an experienced office support classification with duties that include word processing, use of computers, and contact with the public. The Office Assistant position duties currently include copying, filing, scheduling, assisting the City Clerk with Council packets, and providing back up support for cashier services and the Post Office. Staff has concluded through monitoring and observation that the tasks that fall into this position have sufficient volume to warrant a decrease in time. This position is currently vacant.

ALTERNATIVES:

Alternatives for consideration may include:

- 1) Keeping the staffing at status quo, do nothing
- 2) Approve the proposed plan as presented
- 3) Approve and/or delay any part of the proposed plan

FISCAL IMPACT:

Cost Comparison – Maximum Cost for New Employee – FY 2009-10

Position	2008-09	New	Difference	Total w/payroll costs (21.652%)
City Clerk to Executive Assistant/Deputy City Clerk	\$75,000	\$109,735	\$34,735	\$42,256
Assistant Finance Director to Accountant	\$121,830	\$101,557	(\$20,273)	(\$24,663)
Increase in Finance Assistant from 0.5 FTE to 0.6 FTE	\$32,862	\$43,662	\$10,800	\$13,138
Decrease in Office Assistant	\$66,609	\$61,302	(\$5,307)	(\$6,793)
Total				\$23,938 increase

All figures are rounded up to the nearest dollar throughout this report and based on the maximum potential salary and benefits.

Cost Comparison – Best Estimate for New Employee With Family Hired at the Top Step Including Periods of Vacancy and an Estimate Start Date of March 1, 2009

Position	2008-09	New	Difference	Total w/payroll costs (21.652%)
City Clerk to Executive Assistant/Deputy City Clerk	\$75,000	\$36,578 + \$75,000 = \$111,578	\$36,578	\$44,498
Assistant Finance Director	\$121,830	\$37,658 +	(\$33,409)	(\$40,642)

to Accountant		\$50,763 = \$88,421		
Increase in Finance Assistant from 0.5 FTE to 0.6 FTE	\$32,862	\$43,662	\$10,800	\$13,138
Decrease in Office Assistant	\$66,609	\$40,868	(\$25,741)	(\$31,314)
Total				(\$14,320) savings

All figures are rounded up to the nearest dollar throughout this report and based on the maximum potential salary and benefits.

Full-Time Equivalent Comparison

Position	July 1, 2008	January 1, 2009
City Clerk to Executive Assistant/Deputy City Clerk	0.5 FTE	1.0 FTE
Assistant Finance Director to Accountant	1.0 FTE	1.0 FTE
Increase in Finance Assistant	0.5 FTE	0.6 FTE
Decrease in Office Assistant	1.0 FTE	0.75 FTE
Total	3.0 FTE	3.35 FTE

Salary Range

Position	Step A	Step B	Step C	Step D
Executive Assistant/ Deputy City Clerk	\$69,762	\$73,251	\$76,914	\$80,760
Accountant	\$62,698	\$65,833	\$69,125	\$72,582

City Clerk Part-time to Executive Assistant/Deputy City Clerk Full-time

The City Clerk position current salary is \$75,000 for 0.50 FTE. The Temporary Part-time position does not include benefits. It is anticipated that \$75,000 will last until March 31, 2009.

Eliminating the City Clerk position from the mid management unit and reducing the position to Executive Assistant/Deputy City Clerk using the standard 70th percentile of comparable cities provides a top salary of \$80,760. This is an unrepresented, “at will”, non-exempt position and would receive health benefits totaling a maximum of \$28,975 for Family at 100% coverage for Blue Shield medical, Dental, and Vision. Total estimated expense not including payroll costs is \$109,735.

The fiscal impacts above include potential increases to salary and medical benefits effective January 1, 2009. The information is based on the top step of the salary schedule and health benefit coverage for a family. Single or employee plus one dependent health benefit coverage would reduce the total cost. Initial salary placement at Steps A, B, or C would reduce the total cost.

Assistant Finance Director to Accountant:

The Assistant Finance Director position current top salary is \$106,392 for 1.0 FTE including management health benefits for the employee only, totaling \$15,438. Total estimated expense not including payroll costs is \$121,830.

Eliminating the Assistant Finance Director position from the mid management unit and reducing the position to Accountant using the standard 70th percentile of comparable cities provides a top salary of \$72,582. This is an unrepresented “at-will” position and would receive benefits totaling \$28,975 for Family at 100% coverage for Blue Shield medical, Dental, and Vision. Total estimated expense not including payroll costs is \$101,557.

The fiscal impacts above include potential increases to salary and medical benefits effective January 1, 2009. The information is based on the top step of the salary schedule and health benefit coverage for a family. Single or employee plus one dependent health benefit coverage would reduce the total cost. Initial salary placement at Steps A, B, or C would reduce the total cost.

Finance Assistant Increase from 0.50 FTE to 0.60 FTE

The 0.50FTE Finance Assistant position current top salary is \$31,964 ($\$63,929 \times 0.50$ FTE) annually or \$2,664 per month. There is an estimated salary increase effective July 1, 2008 that will place the current top salary at \$32,862 or \$2,738 per month. Regular Part-time positions are eligible for pro-rated leaves and health benefits per the Memorandum of Understanding with Teamsters Local Union No. 856.

Effective January 1, 2009, increasing the Finance Assistant hours to 0.60 FTE provides a top salary estimated to be \$39,434 ($\$65,723 \times .60$) through June 30, 2009 (including the potential negotiated raise to \$3,286 per month).

The incumbent in this position does not currently have health benefits. Enrollment in medical insurance is optional if employees can show they have alternative medical insurance. If alternative insurance is verified, Teamster members are allowed \$300 per month cash in lieu of medical benefits per the MOU. The cost of benefits from July 1, 2008 through December 31, 2008 is \$900 (50% of \$1,800). The Town pays 95% of Blue Shield Medical. The cost of providing 95% medical insurance from January 1, 2009 through June 30, 2009 is \$4,988 ($\$1,385 \times 6 \times .6$) maximum benefit. In addition, the Town requires the employee to participate in the non-voluntary dental, insurance, Life, Short and Long Term Disability plans totaling a maximum of \$2,526 ($\$701 \times 6 \text{ months} \times .60$). Total cost of benefits is \$7,514.

The total cost for FY 2008-09 is estimated to be \$43,662 ($\$32,862 \times 0.50\text{FTE}$ (\$16,431) plus $\$39,434 \times 0.60\text{FTE}$ (\$19,717)) not including payroll costs plus 6 months maximum health benefits of \$7,514.

Office Assistant Layoff from 1.0 FTE to 0.75 FTE (6 hours per day)

The Office Assistant position is currently budgeted at a top salary of \$51,171 for 1.0 FTE plus Teamsters health benefits for the employee only, totaling \$15,438. Total budgeted expense not including payroll costs is \$66,609.

Effective January 1, 2009, reducing the Office Assistant hours to 0.75 FTE provides a top salary estimated to be \$3,253.82 ($\$4338.42 \times .75$) per month through June 30, 2009 totaling \$19,523. The total cost for FY 2008-09 is estimated to be \$25,586 ($\$51,171/2$) plus \$7,719 for health benefits plus \$19,523 ($\$4338.42 \times .75 \times 6\text{months}$) and \$8,473.50 for pro-rated health benefits totaling \$61,302 not including payroll costs.

Assumptions

The fiscal impacts above include potential increases to salary and medical benefits effective January 1, 2009. The information is based on the top step of the salary schedule and health benefit coverage for a family. Single or employee plus one dependent health benefit coverage would reduce the total cost. Initial salary placement at Steps A, B, or C would reduce the total cost.

Attachments:

New Job Description – Accountant

New Job Description – Executive Assistant/Deputy City Clerk

Current Job Description – Assistant City Manager (currently includes City Clerk responsibilities)



EXECUTIVE ASSISTANT/ EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION:

Under general direction, provides statutory and administrative functions as delegated by the City Manager and Assistant City Manager; acts as confidential administrative support to the City Manager and Assistant City Manager. Assists in the administration of municipal elections, Fair Political Practices Commission reporting, records and data management, and statutory obligations; provides information and service to the public, Town, Atherton Channel Drainage District, and Town Committees; performs related duties as required.

DISTINGUISHING CHARACTERISTICS, FEATURES, REQUIREMENTS:

This is a full time, non-represented position reporting directly to the Assistant City Manager and assisting the City Manager as necessary. Methods of performing tasks are the responsibility of the incumbent so long as performed within established policies or as prescribed by rules and regulations. Work is reviewed periodically to assure conformance and to measure results.

SUPERVISION EXERCISED AND RECEIVED:

Receives general direction from the City Manager and direct supervision and direction from the Assistant City Manager; exercises supervision over volunteers and part-time staff as assigned.

IMPORTANT AND ESSENTIAL DUTIES:

The duties listed below are illustrative only. They are not meant to be a complete and exhaustive listing of all of the duties and responsibilities of the classification.

- Plans and organizes the City Council/Atherton Channel Drainage District/ Town Committee meetings as directed.
- Assists in the planning and organizing of official Town/District/Committee documents and records including agendas, minutes, ordinances, resolutions, contracts, agreements, deeds and other legal documents and official records.
- Participates in the development, implementation and monitoring of goals and objectives of the City Clerk's Office.
- Ensures compliance with government codes for records retention and destruction; assists with the preparation of records retention schedules and administers the storage, retrieval and destruction of documents; coordinates the town-wide document imaging

program and maintenance of electronic records and records storage systems; analyzes and evaluates records management technology.

- Administers oaths and notarizes Town/District/Committee and public documents.
- Researches and compiles information from various sources; prepares reports and correspondence.
- Interprets and explains ordinances, policies and procedures and ensures the appropriate distribution and release of information.
- Assists in the development and administration of the City Clerk's budget; obtains, compiles and develops data and summaries; monitors budget expenditures; prepares department payroll.
- Trains, and directs assigned temporary and volunteer staff; reviews work in progress and upon completion.
- Represents the Town in inter-departmental, community and professional meetings.
- Acts as the City Clerk in his/her absence; attends City Council meetings; attends Town meetings as necessary; acts as recording secretary
- Assists in the planning and conduct of municipal elections.
- Performs highly skilled administrative assistance to the City Manager and Assistant City Manager.
- Assists the City Manager and Assistant City Manager with routine and complex administrative duties, including those tasks of a confidential nature.

JOB-RELATED QUALIFICATIONS:

Knowledge, Skills and Abilities:

Knowledge of:

- The organization and function of a multi-jurisdictional municipal agency, including the role of the City Clerk/Board Secretary, elected City/District Officials and appointed commissions and committees
- Laws affecting the operation of the City Clerk's function, including public information, municipal elections, and records retention and destruction
- Modern office practices
- Use and applicability of personal and on-line computer systems and related software applications
- Applicable records and file storage and management systems
- Correct English usage, including spelling, grammar and punctuation
- Effective methods of supervision

Skill in:

- The safe and efficient operation of office equipment including, multi-line business phones, copiers/scanners/printers, calculators, personal and on-line computers
- Database management, including filing and records management systems
- Creating clear concise written correspondence
- Making effective oral presentations

Ability to:

Town of Atherton
Executive Assistant/Executive Assistant/Deputy City Clerk

- Maintain confidentiality
- Make accurate arithmetic calculations
- Understand and carry out verbal and written instructions
- Effectively communicate verbally and in writing
- Establish and maintain effective working relationship with others
- Provide courteous and efficient service to the public
- Ability to learn, retain and use technical terminology, equipment, and computer applications
- Ability to respond professionally and effectively to changing priorities
- Review and analyze processes, procedures and policies and make effective recommendations for change
- Function independently and make decisions based on sound judgment affecting areas of responsibility within established guidelines and consistent with applicable law or code
- Direct and review the work of assigned staff

EDUCATION AND TRAINING GUIDELINES:

Any combination equivalent to experience and education that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way would be:

Education:

Equivalent to completion of High School supplemented by course work in public administration or a closely related field. Associated of Arts Degree in a related field desired.

Experience:

Five years of increasingly responsible clerical experience in a municipal organization of which at least two years experience in a City Clerk's department or local government equivalent.

SPECIAL REQUIREMENTS:

Ability to move boxes and light equipment weighing up to 40 pounds.

Ability to sit for long periods of time.

Ability to attend night and weekend meetings.

Ability to acquire and maintain a Notary Public License.

LICENSES, CERTIFICATES, REGISTRATION:

Licenses: Possession of a valid Class C California Driver's License. Notary Public License is desirable.

Certificates: Certified Municipal Clerk certificate is desirable.



ACCOUNTANT

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION:

Under general direction, performs technical support including the maintenance of fiscal records and preparation of complex financial reports and analyses to assist in financial management of the Town's resources.

DISTINGUISHING CHARACTERISTICS, FEATURES, REQUIREMENTS:

This is a full-time, unrepresented position reporting to the Finance Director that requires significant administrative, analytical and technical skills to provide analytical support to senior staff members.

SUPERVISION EXERCISED AND RECEIVED:

Receives general supervisory direction and control intended to define objectives and problems from the Finance Director, with occasional instruction or assistance as new or unusual situations arise. Supervises the work of the Finance Assistant.

IMPORTANT AND ESSENTIAL DUTIES:

- Participates in the design, control, operation and enhancement of manual and computerized systems established for municipal accounting functions including budget/general ledger control, contracts/accounts payable, revenue/utilities billing, bank investments, payroll and fixed assets
- Prepares a variety of financial statements, reports and analyses
- Prepares required financial reports to other government agencies and financial institutions
- Prepares fund balance projections and reviews with operating departments
- Participates in the annual audit process
- Monitors various funds and town-wide projects for financial purposes
- Prepares and issues journal entries and verifies financial data
- Supports senior staff on large or complex accounting projects
- Answers inquiries and coordinates operations with other Town departments
- Analyzes and reconciles expenditure and revenue accounts and coordinates various accounting records with information received from accounting systems and departmental records
- Reviews and audits entries made to various financial records for proper coding and maintenance of proper accounting procedures

OTHER JOB-RELATED DUTIES

- Analyzes, calculates and allocates inter-departmental charges for various expenditures, performs comprehensive financial activity studies and assures compliance with reporting requirements.

JOB-RELATED QUALIFICATIONS:

Knowledge, Skills and Abilities:

Knowledge of:

- Generally accepted accounting principles (GAAP), techniques and practices of governmental accounting and government accounting standards board (GASB) pronouncements, auditing and fiscal management
- Accounting systems and data processing interrelationships
- Modern office methods, procedures and equipment
- Financial administration, budgeting and reporting
- Financial research and report preparation methods and techniques

Ability to:

- Maintain confidentiality
- Analyze data and draw conclusions
- Accurately and thoroughly maintain a wide variety of records
- Prepare clear, concise, comprehensive and accurate reports
- Understand, interpret and apply complex regulations or procedures;
- Learn and effectively use accounting systems to store and retrieve data;
- Clearly communicate orally and in writing with all levels of departmental staff
- Provide accurate information and elicit cooperative working relationship
- Prepare complex financial statements, reports and analyses
- Examine, verify and prepare financial information
- Learn and apply federal, state and local laws, ordinances and regulations to accounting and auditing work
- Make sound decisions and recommendations consistent with essential functions

EDUCATION AND TRAINING GUIDELINES:

Any combination equivalent to experience and education that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way would be:

Education: Possession of a Bachelor's degree in Accounting or Finance or a closely related field with coursework in Accounting. Master's degree desired.

Experience: Two years of progressively responsible accounting experience, preferably in a municipal accounting function. Five years experience desired.

SPECIAL REQUIREMENTS:

Ability to communicate clearly orally and in writing

Ability to sit for long periods of time

Understand and interpret complex accounting procedures

Work as needed during non-business hours

Attend conferences and seminars to receive updated information on new laws and regulations.

LICENSES, CERTIFICATES, REGISTRATION:

None



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: NEAL J. MARTIN, TOWN PLANNER

DATE: FOR THE MEETING OF JANUARY 21, 2009

SUBJECT: 50 VALPARAISO AVENUE AND 1000 EL CAMINO REAL (APN 070-360-070 and 070-250-190) MENLO SCHOOL PHASE III DEVELOPMENT PROJECT AND SEPARATION FROM MENLO COLLEGE; INCLUDING AN INITIAL STUDY, MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM, ZONING ORDINANCE AMENDMENT AND TENTATIVE PARCEL MAP

RECOMMENDATION:

Staff recommends that the City Council conduct the public hearing, adopt the Mitigated Negative Declaration and Mitigation Monitoring Program, make the findings listed below, and approve the Zoning Ordinance Amendment and Tentative Parcel Map with conditions specified in the draft certificate of approval.

Mitigated Negative Declaration Findings:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the Initial Study and Mitigated Negative Declaration.

Basis for Finding: The Initial Study identified potentially significant Aesthetic and Biological impacts that had the potential to substantially degrade the existing visual character or quality of the site and its surroundings and conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. The removal of six heritage oak trees would conflict with the Town's policy of preserving heritage trees as stated in Chapter 8.10 of the Atherton Municipal Code. However, changes or alterations in the form of mitigation measures have been incorporated into the project that required replacement of each removed tree with 2 – 48" box oak trees. This mitigation will substantially lessen the identified significant environmental effects.

Basis for Finding: The Initial Study also identified a potentially significant Transportation/Traffic impact that had the potential to cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system. The possibility of increased student enrollment, the addition of a new gymnasium with seating for up to 1000 people, new performing arts center with seating for approximately 350 people and new creative arts classroom building, and the additional traffic and parking associated with construction of the new buildings all have the potential for significant traffic impacts. However, changes or alterations in the form of mitigation measures have been required or incorporated into the project that limit maximum enrollment at Menlo School to approximately 750 students, and provide specific traffic and parking mitigation measures that substantially lessen the identified significant environmental effects during construction. The gymnasium and auditorium are replacements for existing facilities currently shared with the College. Virtually all events of any significant size occurring at the gymnasium and auditorium will be held outside the peak traffic periods. The gymnasium and auditorium events are not anticipated to increase daytime traffic at the school. Consequently, the proposed new buildings would not have a significant environmental effect.

2. A Mitigation Monitoring Program as required by California Code of Regulation Section 15091 (d) is proposed for adoption.

Zoning Ordinance Amendment Findings:

1. The proposed amendment is required to achieve the objectives of the general plan and the zoning ordinance.

Basis for Finding: The Atherton General Plan lists three relevant objectives: (1) To establish a framework for determining the location and extent of land uses within the Town's area of interest, (2) To limit the nature of land uses to those which are compatible with the overall land use planning goal, and (3) To retain the high quality of maintenance and living environment existing in the Town's residential neighborhoods. The proposed amendment is required in order to achieve separation of the School and College whose location and land use are in the Town's area of interest. The amendment is required in order to limit and retain the nature and character of the School and College which are compatible with the overall land use planning goal. The amendment is required in order to retain the School and College as they contribute to the high quality of maintenance and living environment existing in the Town's residential neighborhoods. The amendment is required to achieve the objectives of the zoning ordinance by implementing a project (i.e. physical separation of the School and College by a property line) specified in both the School and College Master Plans that were developed as provided in the zoning ordinance.

Tentative Map Findings:

1. The proposed subdivision is in conformity with law and AMC Chapter 16.

Basis for Finding: The Consulting City Engineer has determined that the proposed subdivision is in conformity with law and AMC Chapter 16.

2. The size and shape of the proposed lots are in general conformance to town requirements and the general pattern of the neighborhood and will not cause traffic, health or safety hazards.

Basis for Finding: The sizes of the proposed lots are substantially larger than the minimum sizes specified in AMC Section 16.24.050 (Lot Size Requirements) and the PFS Zoning District. The shapes of the proposed lots are generally regular, with side lines perpendicular to street frontages. The division line between the School and College follows the alignment of existing and proposed buildings. The proposed lots are compatible with the general pattern of the neighborhood. As determined in the Initial Study, the division will not cause traffic, health or safety hazards.

3. The proposed lots will have proper and sufficient access to a public street.

Basis for Finding: Each proposed lot has access to a public street. Parcel 1: Valparaiso Avenue, Parcel 2: Leon Way, Parcel 3: El Camino Real, Parcel 4: Alejandra Avenue.

4. The proposed map and the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

Basis for Finding: See “Basis for Finding” number 1 under “Zoning Ordinance Amendment Findings” above. Although Parcel 2 on Leon Way is smaller than the 1 acre minimum size specified by R-1A Zoning, it is consistent with the size of other lots on Leon Way and is consistent with the original subdivision of Leon Way (creating lot 22). Technically the proposed subdivision does not create a new lot, but rather reinstates the original lot at this location. A condition of approval requires that Parcel 2 be rezoned from its current PFS Zoning to R-1A Zoning prior to recordation of the final Parcel Map.

5. The site is physically suitable for the type of development.

Basis for Finding: The site is currently developed for a school, college, athletic fields and courts, and a single family residence.

6. The site is physically suitable for the proposed density of development.

Basis for Finding: The density of development would remain approximately the same as it currently exists. Some additional floor space will be added with the construction of the three new buildings however enrollments at both the School and the College will remain at current levels. Lot coverage will continue to be less than 40% as specified in the PFS Zoning District.

7. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Basis for Finding: The Initial Study contains a finding that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent.

8. The design of the subdivision or the type of improvements is not likely to cause serious public health problems.

Basis for Finding: No potential public health problems were noted in the Initial Study.

9. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision, or that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to those previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction.

Basis for Finding: The Consulting City Engineer has determined that the proposed subdivision or the type of improvements will not conflict with public easements.

10. Discharge of waste from the proposed subdivision will not result in violation of existing water quality requirements prescribed by the regional water quality control board.

Basis for Finding: Waste from the proposed subdivision will continue to be discharged through the waste collection system of the West Bay Sanitary District to the South Bayside Systems Authority Treatment Facility in Redwood Shores. Both the District and the Authority operate within the requirements prescribed by the regional water quality control board.

INTRODUCTION:

The proposed project site is located within the Town of Atherton at 50 Valparaiso Avenue and at 1000 El Camino Real. Both Menlo School and Menlo College are located at this site. Menlo School is divided into a middle school providing education for grades 6-8 and an upper school for grades 9-12. Current enrollment is approximately 750 students for both schools. Menlo College is a four year baccalaureate college specializing in business and management. Current enrollment is approximately 700 students. The site contains numerous buildings and facilities for the education of students attending the schools.

The site fronts on both Valparaiso Avenue and El Camino Real with the sides and rear of the property abutting residential neighborhoods in Atherton. The entire site contains approximately 58.7 acres. Menlo School and Menlo College are each operated as a separate entity but they share several facilities. The land and real property are owned by an entity called "Menlo School and Menlo College, a California Nonprofit Public Benefit Corporation" governed by a Board of Trustees composed of representatives from both the school and college. This corporation is also known as the "Supporting Charity".

PROJECT DESCRIPTION:

The Menlo School Phase III Development and Separation from Menlo College Project consists of the demolition or removal of several buildings and structures and their replacement with three new buildings. The proposed new buildings will be located to the rear of Stent Hall, in a portion of the campus bounded by the Middle School buildings, the residential neighborhood to the west and the Menlo College campus buildings. During construction, the replaced or relocated classrooms will be temporarily housed in portable buildings located in the oval area of the main entry loop. A similar arrangement of portable buildings was used during reconstruction of the Upper School. The project also involves the relocation of the Child Care Center and renovation of the Maintenance Facilities. Menlo School indicates that subject to fund raising, construction could begin as early as January 2009 with completion by December 2010. A Conditional Use Permit and Heritage Tree Removal Permit for the new building construction, relocation of the Child Care Center, renovation of the Maintenance Facilities, temporary portable building installation and removal of heritage trees was granted by the Planning Commission on December 8, 2008. That decision is final since it was not appealed to the City Council.

PROJECT COMPONENTS:

The Proposed Project to be considered by the City Council consists of two applications; a proposed zoning ordinance amendment to modify side and rear yard standards and a proposed tentative parcel map to divide the property into four parcels.

1. Zoning Ordinance Amendment

An amendment to the Building and Lot Requirements section (Section 17.32.040) of the PFS Zoning District is proposed. The proposed amendment would add a new section G to the list of requirements to read:

"G. The side and rear yard setbacks for PFS district properties where a public or private school is located adjacent to another public or private school shall be a minimum of ten (10) feet. The setback is limited to that portion of the property where a PFS District property is adjacent to another PFS District property."

This amendment would permit the creation of a division line between Menlo School and Menlo

College that could be located as close as 10 feet to certain existing and proposed buildings on both campuses. The amendment would only apply to these properties where two schools are located adjacent to each other.

2. Tentative Parcel Map

Approval of a Tentative Parcel Map is requested providing for the division of a portion of the existing property into four new lots. The existing property contains 26 lots of varying sizes. The proposed division would result in the elimination of all of the existing lots and creation of the lots listed below:

Parcel Number	Area (acres)	Proposed Owner
One	16.4	Menlo School
Two	0.7	Menlo College
Three	21.0	Menlo College
Four	5.6	Supporting Charity
Total	43.7	

The proposed Tentative Parcel Map does not include Cartan Field, the 15 acre parcel located on the northwest side of Alejandra Avenue. This is an existing, separate parcel owned by the Supporting Charity. It will continue to be owned by the Supporting Charity and use will be shared between the two schools.

Once a Tentative Parcel Map is approved by the Town, the subdivider must file a final Parcel Map that is consistent with the approved Tentative Parcel Map with the Town. The Parcel Map is subsequently recorded; the action that officially creates the new lots.

ANALYSIS:

1. Zoning Ordinance Amendment

The proposed amendment would apply only to adjacent school properties where their side or rear yards abut. The 10 foot set back would not apply where school properties abut residential properties. This situation is unique to the Menlo School - Menlo College properties. The amendment would allow existing buildings to remain and new buildings to be constructed as close as 10 feet from the new property line. If the amendment were not adopted any new buildings would have to be set back from 50 to 75 feet (depending on whether it is a side or rear yard and the height of the building) from the new property line and any existing building located closer than the required setback would be rendered non-conforming.

The amendment would not change the physical location of where buildings can be placed on the site. Since there is currently no property line dividing the two schools the distance between buildings is governed by the Building and Fire Codes. In general, buildings can be placed as close as 20 feet from each other; depending on occupancy classification and fire protection construction.

The imposition of a property line dividing the schools causes the setbacks to increase as provided in the zoning regulations. The only visible change that would occur is that the College plans to build a fence, and ultimately a 6 foot high wall with access gates, along the line dividing the two schools.

The Menlo Park Fire Protection District has reviewed the plans, conducted a site visit and has indicated that “to date the project has met all requirements the Fire District has placed on the project” (see attachment).

2. Tentative Parcel Map

City Engineer Duncan Jones is not licensed to sign Subdivision or Parcel Maps. Building Official Mike Wasmann has a potential conflict of interest associated with projects at Menlo College due to his wife’s employment at the College. Therefore, the Town has retained CSG Consultants to function as the Town’s Engineer and Building Official for this project. The cost of retaining CSG Consultants is paid for by a deposit from the applicants.

CSG Consultants have reviewed the tentative Parcel Map, provided numerous comments and subsequent to changes provided by the applicant, have recommended approval of the Map. CSG indicates that the Tentative Parcel Map as currently presented complies with the Atherton Municipal Code and the State Subdivision Map Act, pending approval of the Zoning Ordinance amendment and based on the fact that although Parcel 2 is less than the one acre minimum size required by the R-1A zoning, the proposed subdivision merely reinstates Leon Way Lot 22 as originally subdivided.

3. Building Code Compliance

An issue that arose during Staff review of the Tentative Parcel Map relates to how existing buildings will comply with Building Code regulations once the division line is created. The Project Architect and CSG Consultants have discussed this issue and agreed that the Project Architect will submit information related to building occupancy classifications, openings, fire protection construction, and other similar data to CSG Consultants for review prior to recordation of the final Parcel Map. Condition number 6 of the Tentative Map Approval Certificate provides that where existing buildings become nonconforming as a result of the new property lines they will be brought up to code prior to recordation of the Parcel Map. As an alternative, the subdivider may enter into an agreement with the Town, guaranteed by a bond that provides for completion of modifications to comply with the Building Code within one year of Parcel Map recordation. This condition has been agreed to by the applicant.

4. Rezonings

During Staff review of the application it was noticed that proposed Parcel 2 (the Menlo College President’s house located at 98 Leon Way) is zoned PFS District. The Planning Commission included a recommended condition requiring that the applicant apply for rezoning of that parcel to the R-1A District prior to recordation of the final Parcel Map. In addition, there is a portion of the

east side of the Menlo School Valparaiso Avenue parking lot (approximately 1 acre in area) that is currently zoned R-1A that should be rezoned to PFS Zoning District. Both of these rezonings will require a General Plan amendment as well. The General Plan amendments and rezonings should be the subject of a single application. Staff believes that they are minor in nature and should be categorically exempt from CEQA pursuant to Guidelines Section 15305, Minor Alterations in Land Use Limitations.

CONCLUSION:

It is Planning Staff's professional opinion that the proposed zoning ordinance amendment will further the objectives of the Atherton General Plan by allowing a side and rear yard setback between schools that respects the location of existing buildings and allows for reasonable development of new buildings on unique properties such as this one.

It is also Planning Staff's professional opinion that the proposed Tentative Parcel Map complies with the Atherton General Plan, the Atherton Subdivision Ordinance and the Atherton Zoning Ordinance requirements.

A Revised Initial Study and Draft Negative Declaration was prepared and circulated for public review prior to consideration of the application by the Planning Commission. That environmental document contains recommended mitigation measures to minimize potential impacts. Those mitigation measures were incorporated as conditions in the Conditional Use Permit Certificate approved by the Planning Commission. There were no potential environmental impacts noted as a result of Zoning Ordinance Amendment or Tentative Parcel Map approval.

ALTERNATIVES:

The alternative would be to withhold approval of the zoning ordinance amendment and/or deny the Tentative Parcel Map.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

An Initial Study and Draft Negative Declaration were prepared for the Menlo School Phase III Development Project and Separation from Menlo College. That environmental document was circulated at least 20 days prior to December 3, 2008 in accordance with the California Environmental Quality Act. The City Council is required to consider the environmental document as part of its deliberations on this project.

FORMAL MOTION:

I move that the City Council make the findings outlined in the Staff Report, take the following actions and approve the tentative map with the conditions listed in the draft approval certificate:

1. Adopt the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Program Dated November 14, 2008.
2. Introduce Ordinance No. _____, the Zoning Ordinance Amendment providing for a 10 foot side and rear yard setback where two schools abut.
3. Approve the Tentative Parcel Map for division of the property into four new parcels with conditions recommended in the Planning Commission Approved Certificate of Approval.

Prepared by:

Approved by:

/s/ Neal J. Martin
Neal J. Martin
Town Planner

Jerry Gruber
City Manager

Attachments:

1. Draft Zoning Ordinance Amendment
2. Draft Tentative Parcel Map Certificate
3. Menlo School Phase III, Conditional Use Permit Application, October 3, 2008, submitted by David McAdoo, Director of Operations and Construction
4. Menlo School Master Plan 2008
5. Initial Study and Draft Negative Declaration, Menlo School Phase III Development Project and Separation from Menlo College, November 14, 2008
6. Mitigation Monitoring Program
7. Letter to Neal Martin, Town Planner from Menlo Park Fire Protection District, November 18, 2008
8. "Will Serve" letter from West Bay Sanitary District, October 17, 2008
9. "Will Serve" letter from Pacific Gas and Electric Company, October 20, 2008
10. "Will Serve" letter from California Water Service Company, received October 20, 2008
11. Planning Commission Staff Report

ORDINANCE ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
ADDING SECTION 17.32.040 (G) TO THE ATHERTON MUNICIPAL CODE
PROVIDING FOR 10' SIDE- AND REAR-YARD SETBACKS WHERE
SCHOOLS ARE LOCATED ADJACENT TO EACH OTHER**

The City Council of the Town of Atherton does hereby ordain as follows:

SECTION 1: Section 17.32.040(G) of the Atherton Municipal Code is hereby added to read as follows:

17.32.040(G)

The side- and rear-yard setbacks for PFS district properties where a public or private school is located adjacent to another public or private school shall be a minimum of ten (10) feet. The setback is limited to that portion of the property where a PFS District property is adjacent to another PFS District property.

SECTION 2: That the City Council hereby declares that it would have passed this Ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that any provisions in this Ordinance are severable and, if for any reason any sentence, paragraph or section of this Ordinance shall be held invalid, such decision shall not effect the validity of the remaining partsof this Ordinance.

SECTION 3: This Ordinance shall be posted in at least three public places according to law and shall take effect and be in force from and after 30 days after its passage and adoption.

* * * * *

I hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on _____ and was thereafter, at a regular meeting held on _____ passed and adopted by the following vote:

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

Jerry Carlson, MAYOR
Town of Atherton

ATTEST:

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney

**TOWN OF ATHERTON
PLANNING COMMISSION RECOMMENDED
TENTATIVE PARCEL MAP CERTIFICATE**

THIS IS TO CERTIFY THAT the Atherton Planning Commission at a regular meeting thereof, held on Wednesday, December 3, 2008, did recommend City Council approval of a Tentative Parcel Map for Menlo School and Menlo College pursuant to Atherton Municipal Code Chapter 16.16 to permit the division of 43.7± acres of land into four parcels at 50 Valparaiso Avenue and 1000 El Camino Real (Assessor's Parcel Number 070-360-070). The Tentative Parcel Map was recommended for approval subject to the following conditions:

1. Conditional approval shall be for that certain "Tentative Parcel Map, A Four Lot Subdivision, Menlo School/Menlo College, California" consisting of 7 sheets, prepared by Sandis, Civil Engineers, Surveyors and Planners, dated _____, 2008.
2. After approval or conditional approval of the Tentative Parcel Map, the subdivider shall cause the subdivision to be surveyed and shall cause to be prepared a Parcel Map in conformance with the Tentative Parcel Map as approved or conditionally approved, and in conformance with the California Subdivision Map Act and Title 16 of the Atherton Municipal Code. The subdivider shall submit the Parcel Map, comply with all conditions of approval, and the Parcel Map shall have been recorded within 24 months of the Tentative Parcel Map approval or conditional approval.
3. Upon written application of the subdivider filed prior to the expiration of the approved or conditionally approved Tentative Parcel Map, the time at which the map expires may be extended by the City Council for a period or periods not exceeding a total of 36 additional months.
4. The Parcel Map shall not be recorded until the Zoning Ordinance amendment providing for 10' side and rear yard setbacks for PFS district properties where a public or private school is located adjacent to another public or private school becomes effective.
5. The expiration of the approved or conditionally approved Tentative Parcel Map shall terminate all proceedings and no Parcel Map of all or any portion of the real property included in the Tentative Parcel Map shall be filed without first processing a new tentative map.
6. Where existing buildings may become nonconforming due to current Building Code provisions as a result of the new lot lines created by the division, the buildings shall be modified to comply with the Building Code prior to recordation of the Parcel Map. As an alternative, the subdivider may enter into an agreement with the Town of Atherton, guaranteed by a bond in an amount satisfactory to the Building Official, which provides for the modifications to comply with the Building Code within one year of the date of recordation of the Parcel Map.
7. The Developer shall pay for and construct all improvements to private land and implement any conditions or mitigation measures applicable to private land.

8. The Developer shall be responsible for the cost of all City Reviews and inspections required for all improvements associated with the Development.
9. The Developer shall provide proof of payment to outside utility providers for all required service fees.
10. The Developer shall submit site specific geotechnical soil and foundation studies, reports, and recommendations in regard to underlying soils, future subsidence, consolidation, liquefaction, seismic safety, water table, and perimeter lands, foundations of structures, and pavement structural sections. All Improvements shall reflect the recommendations contained within the reports. The reports shall be filed with the City Engineer, in conjunction with the Improvement Plans. The Developer shall submit supplemental soils reports, as determined necessary by the City Engineer or project soils engineer to clarify localized soil conditions and requirements for each phase of construction. The soils engineer will review all fieldwork including, but not limited to, excavation, shoring, trenching, roadway sub-grade preparation and compaction, roadway finished subbase/base placement and compaction, and trenching.
11. Landscape improvements shall be done in accordance with the latest Arborist reports and recommendations, prepared by Barrie D. Coate and Associates, on file at the Town of Atherton.
12. Design and location of fire access routes and fire protection appurtenances shall be coordinated with, and approved by, the Menlo Park Fire Protection District, Fire Prevention Bureau, 300 Middlefield Rd, Menlo Park, CA 94025 (650-688-8425) prior to the issuance of a building permit and recordation of a final map/parcel map.
13. Water service design shall be coordinated with the California Water Service Company, 3351 El Camino Real, Suite 190, Atherton, CA 94027-3844 (650-367-7605) prior to the issuance of a building permit and recordation of a final map/parcel map.
14. Sanitary Sewer design shall be coordinated with, and approved by, West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA, 94025 (650-321-0384) prior to the issuance of a building permit and recordation of a final map/parcel map.
15. Utility clearances between utility mains, sewers, structures or other objects shall be to the satisfaction of the City Engineer. A minimum of one foot vertical and 10 feet horizontal shall be maintained between sewer and water lines, unless otherwise specifically approved in writing by the West Bay Sanitary District and the California Water Service Company.
16. The Developer shall provide, as part of their on-site Improvement Plans submittal, detailed structural calculations and design details for retaining walls, sound walls, or other site walls which may be constructed as part of the Project. Walls shall incorporate drainage features to ensure proper drainage of the site. The structural and drainage design shall be to the satisfaction of the City Engineer and Building Official.
17. Storm drainage system shall be designed in accordance with the Town of Atherton's "Drainage Criteria" available at:
<http://www.ci.atherton.ca.us/publicworks.html>.

18. Prior to the approval of any Improvement Plans, Developer shall provide the City Engineer and Director of Planning a post-construction plan incorporating Best Management Practices (BMPs) into the storm drainage system.
19. As part of the Improvement Plans, Developer shall prepare and submit a grading plan with appropriate erosion control measures. These temporary control structures shall remain in place throughout construction activities. A maintenance plan shall be submitted to the City Engineer indicating that the contractor shall be responsible for maintaining the erosion control plan for the duration of the project. This shall include dust control and BMPs to the satisfaction of the Town of Atherton, and shall meet all Regional Water Quality Control Board (RWQCB) requirements.
20. Prior to the issuance of a grading permit, the applicant shall obtain from the California State Water Resources Control Board a General Construction Activity Storm Water Permit under the National Pollutant Discharge Elimination System (NPDES) and comply with all requirements of the permit to minimize pollution of storm water discharges during construction activities. The permit shall include any work by public and/or private utilities performing work on behalf of the applicant.
21. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the Town of Atherton and the RWQCB prior to the approval of the improvement plans, and subsequent to the approval and issuance of grading and building permit.
22. During construction, the Developer shall ensure that a program of dust control is implemented consistent with Bay Area Air Quality Management District (BAAQMD) requirements.
23. In conjunction with submittal of Grading Plans, the Developer shall file a Notice of Intent for storm water discharge with the RWQCB. A copy of the filing shall be submitted to the City Engineer as part of the required Improvement Plans for the site.
24. A final hydrology and hydraulic report shall be submitted to the Town for review and approval to demonstrate full compliance with drainage system design requirement.
25. The Approved SWPPP shall be maintained on site during construction, and shall be amended as appropriate during the development of each parcel. The Developer shall ensure that the SWPPP shall be amended prior to the approval of a grading plan for each parcel.
26. All public and pedestrian facilities shall be designed in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act, including pedestrian ramps at all curb returns or round corners.
27. Haul routes for construction shall be reviewed and approved by the City Engineer.
28. Upon completion of site grading and each development phase, the applicant shall repair all roads damaged by construction vehicles to the conditions existing prior to project construction, to the satisfaction of the City Engineer. A survey of the condition of the road surfaces to be used during construction shall be conducted jointly by representatives of the Town of Atherton and the Developer to document the condition of the roadway prior to the beginning of the grading. A similar

- survey shall be conducted near the completion of construction or after at least 95% of all major heavy construction traffic on the roadways associated with the project is completed. The applicant shall be responsible for any reasonable repair to those sections or portions, and if necessary, the entire roadway length used for construction traffic, necessary to return the roadway to a condition comparable to the condition prior to the commencement of grading. It shall be the sole option of the Developer whether the work is performed by the project contractor or an outside contractor. All work and materials shall conform to published Town of Atherton road standards in effect at the time that the contract for construction is bid.
29. The applicant shall submit a final parcel map prepared by a qualified civil engineer or licensed land surveyor in accordance with the State Subdivision Map Act and all local ordinances. The applicant shall submit current title reports with the final parcel map submittal.
 30. Easements shall be dimensioned as to width, bearing, and length and should be shown as fine dashed lines.
 31. All easements mentioned in the Subdivider's Statement must be shown on the final map.
 32. The College shall apply to the Town to rezone Parcel 2 to R-1A Zoning District prior to recordation of the Parcel Map.

Neal J. Martin,
Town Planner

Effective Date: _____
Atherton, CA



January 15, 2009

Letter of Submittal
Town of Atherton City Council

Members of the City Council:

This letter is a request that the City Council amend "Condition 6" of the Menlo School tentative map application as follows.

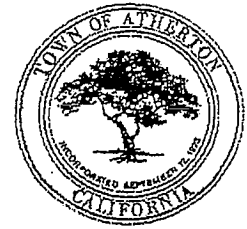
"Prior to the final approval of the Parcel Map by the City Council, the subdivider shall prepare a study to determine whether the exterior wall(s) of Florence Moore Auditorium, Brawner Hall, the Dining Hall, Howard Hall and/or Michaels Hall located closest to the proposed new property line between the parcels will conform to the provisions of Chapter 7, Section 704 of the Building Code. If it is determined that any of the referenced buildings will not conform, then the subdivider shall work with Town staff to address and remedy such non-conformity. Remedies may include, without limitation, the recording of a "no-build" restrictive covenant on the adjacent parcel to restrict future construction within the area immediately adjacent to the non-conforming building. *Notwithstanding the foregoing, in the event that it is determined that Florence Moore Auditorium will not conform, the subdivider shall not be required to implement any remedy until either (i) the subdivider obtains a building permit for the construction of the Performing Arts Center, or (ii) five (5) years from the date of the final map, whichever is earlier, provided that the non-conformity continues at that time.* Any such restrictive covenant or other remedy, including a schedule for the implementation thereof, shall be prepared and accepted by Town staff prior to the final approval of the Parcel Map by the City Council."

Sincerely,

A handwritten signature in black ink, appearing to read "David McAdoo".

David McAdoo
Director of Operations and Construction
Menlo School

TOWN OF ATHERTON
APPLICATION FOR TOWN ACTION – Planning Commission



Type of Application (Please check all that apply):

Variance ☐ Exception ☐ Heritage Tree Removal ☐ Excessive Height ☐
Negative Declaration/EIR ☐ Conditional Use Permit ☐ Other ☒

Provide a brief description of the proposed project : PETITION FOR AMENDMENT TO
MUNICIPAL CODE SECTION 17.32.040.

Applicants request amendment to permit minimum ten (10) foot side and
rear yard setbacks for property zoned Public Facilities and Schools
(PFS) where side or rear yard of property is adjacent to the side or
rear yard of another PFS District property.

PROPERTY OWNER

Name Menlo School and Menlo College
Phone # (408) 293-4341
Site Address 50 Valparaiso Avenue
APN 070-360-070-0
Email vickigroom@aol.com

APPLICANT

Menlo School and Menlo College; Menlo School;
Name Attn: David P. McAdoo Menlo College
Phone # (650) 333-2001 Ext. 2561
Mailing Address 50 Valparaiso Avenue
Atherton, CA 94027
Email dmcadoo@menloschool.org

Owner Signature [Signature]

Date 10/2/09

Applicant Signature [Signature]

Date 10/2/09

FOR CITY COMPLETION:

Description of Request _____

Received by: _____

Fee \$ _____

Received by: _____

Plans & Reduced Plans # Sets & Sizes _____

Notices Sent: Yes _____ No _____ Date _____

Planning Commission/City Council Hearing Date _____

Staff Recommendation _____

Appeal Deadline _____ Action Approved _____ Action Denied _____

Signature _____

APPLICATION PROCEDURE

An application packet (deemed complete) must be received at least *19 days* before the next regular meeting date of the Planning Commission and include the following:

- _____ 1. This form filled out completely & signed by the owner
- _____ 2. A separate, complete written description of request addressed to the Planning Commission
- _____ 3. Non-refundable fee of \$750.00
- _____ 4. Minimum deposit of \$2,500.00 if an environmental assessment is required
- * _____ 5. Fifteen (15) copies of site plan clearly drawn, detailed, and scaled, which also includes:
 - a) _____ Existing & proposed use(s) including all buildings, parking areas, driveways & heritage trees
 - b) _____ Floor plan elevations
 - c) _____ Lot data (size, allowable square footage, & setbacks)
 - d) _____ Plans shall be at least 11" X 17"
- * _____ 6. Conceptual Landscape Plan (if required)
- * _____ 7. Arborist Report (if required)
- _____ 8. Such additional information the staff deems appropriate to complete application

*Note: Report or required information has been submitted as part of
HEARING DATE Applicant's CUP application.

Once staff deems the application complete, the request will be placed for Public Hearing on the agenda of the next available Planning Commission meeting. Currently the meetings are scheduled for the fourth Wednesday of each month at 6:00 p.m. in the Town Hall. The Planning Commission may continue any hearing from time to time.

EFFECTIVE DATE

A Planning Commission approval will be effective 10 days following the date of decision, during which time an appeal may be filed. The permit will be considered void if not used within one year.

October 2, 2008

City Council
Atherton Town Hall
91 Ashfield Road
Atherton, CA 94027

Re: Petition for Amendment to Atherton Municipal Code
Chapter 17.32 – PFS Public Facilities and Schools District

To the Members of the City Council:

On behalf of the Supporting Charity, College and School (each defined below, and collectively referred to as “Menlo School and College”), and in accordance with Chapter 17.60 of the Atherton Municipal Code, we hereby submit a petition to the City Council requesting an amendment to Chapter 17.32 (PFS Public Facilities and Schools District).

Menlo School and Menlo College, a California nonprofit public benefit corporation (the “Supporting Charity”), is the owner of certain real property located in the Town of Atherton (the “Menlo Property”). Menlo College, a California nonprofit public benefit corporation (the “College”), operates a four-year baccalaureate college commonly known as Menlo College on the Menlo Property, and Menlo School, a California nonprofit public benefit corporation (the “School”), operates a middle school (grades six through eight) and a high school (grades nine through twelve) on the Menlo Property as well.

The College and the School operated for many years as a single entity. Over time, the College and School came to recognize that they needed to function more independently of each other. As a result, in 1994 the College and School were established as distinct legal entities. Since 1994, each institution has been run separately.

The Supporting Charity, College, and School have now agreed that, in order to effect a more complete separation of the College and School campuses and operations, and subject to obtaining all necessary governmental approvals, the Supporting Charity will (a) transfer fee ownership of certain portions of the Menlo Property to the College, (b) transfer fee ownership of certain portions of the Menlo Property to the School, and (c) transfer the remaining portions of the Menlo Property to the College and School as tenants in common.

To this end, the Supporting Charity is or will be pursuing a subdivision application in order to divide the Menlo Property as previously described and as generally shown on the site map attached as Exhibit A.

The Menlo Property is located in a PFS Public Facilities and Schools District ("PFS District") and is adjacent to a single-family zone district. The front, rear and side yard requirements currently applicable to the Menlo Property are set forth in Section 17.32.040 of the Atherton Municipal Code, and are summarized as follows:

Front and rear yards: Sixty feet minimum.

Sideyards: As provided in Chapter 17.40, except that where the sideyard is adjacent to a single-family zone district, the building setbacks are as follows:

1. Minimum fifty-foot side yard setback for buildings with a sidewall not to exceed eighteen feet in height and the building not to exceed twenty-two feet in height.
2. Minimum seventy-five foot sideyard setback for buildings greater than twenty-two feet in height up to the maximum height of thirty-four feet.

Rearyards: As provided in Section 17.32.040C, except that where the rearyard is adjacent to a single-family zone district, the building setbacks are as follows:

1. Minimum sixty-foot rearyard setback for buildings with a sidewall not to exceed eighteen feet in height and the building not to exceed twenty-two feet in height.
2. Minimum seventy-five foot rearyard setback for buildings greater than twenty-two feet in height up to the maximum height of thirty-four feet.

As the attached site map shows, if the new property line between the School and College is configured as proposed, a number of existing buildings on both the School and College sides of the new property line will not meet the existing rear and side yard setback requirements. These buildings include (on the School side) Brawner Hall, Florence Moore Hall, Curtis

Hall, the Tennis Office and the Upper School Building which are located within approximately 10.5–30 feet of the new property line, and (on the College side) the Dining Hall, Howard Hall, Michaels Hall and the President's House which are located within approximately 10.5-20 feet of the proposed new property line. In addition, several of the new buildings included in the Conditional Use Permit application that is being submitted concurrently by the School to the Planning Commission would also fall within the existing setbacks. These include the proposed Performing Arts Center and the Creative Arts Classroom Building.

In order to provide for rear and side yard setbacks consistent with the location of the existing School and College buildings, and the proposed new School buildings, Menlo School and College requests that the City Council adopt an amendment to Section 17.32.040 of the Atherton Municipal Code to add the following provisions:

- 17.32.040 D. 3. Public and Private Schools. Minimum ten (10) foot side yard setback for buildings where side yard is adjacent to the side or rear yard of a PFS District property.
- 17.32.040 E. 3. Public and Private Schools. Minimum ten (10) foot rear yard setback for buildings where rear yard is adjacent to the side or rear yard of a PFS District property.

We understand that the proposed subdivision of the Menlo Property will result in the only instance of a public or private school (PFS District) being located adjacent to another public or private school (PFS District) in the Town of Atherton. Adoption of the proposed amendment will therefore affect only the Menlo Property.

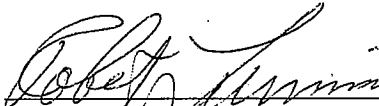
This Petition may be signed in counterparts all of which together shall constitute one original.

Thank you for your consideration. Please contact David McAdoo at Menlo School (650 330-2001 x 2561) with any questions or concerns or if you require any additional information.

Sincerely,

Supporting Charity:

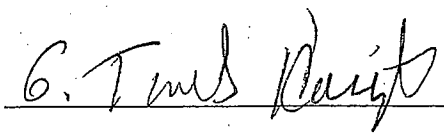
MENLO SCHOOL AND MENLO COLLEGE

By: 
Robert Lorenzini
Its: President

School:
MENLO SCHOOL

By: 
Norman M. Colb
Its: Head of School

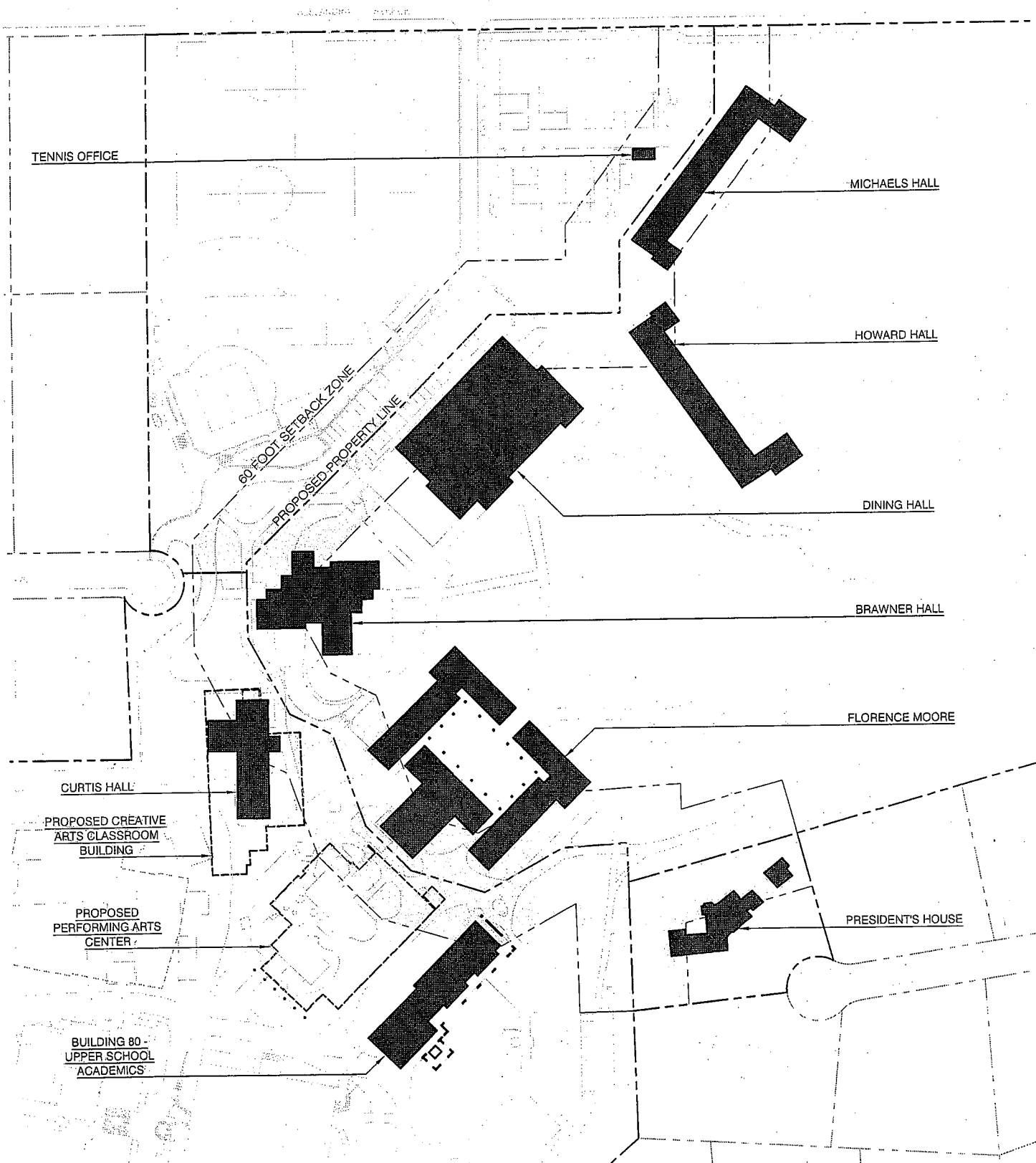
College:
MENLO COLLEGE

By: 

Its: President

cc. Lisa Costa Sanders, Deputy Town Planner

Enclosure – Exhibit A



KEVIN HART ARCHITECTURE

98 Battery Street Suite 202
San Francisco California 94111

415.391.0530
419.391.0529 fax
www.hart-architecture.com

EXHIBIT A

BUILDINGS NEAR PROPOSED
PROPERTY LINE

**MENLO SCHOOL &
MENLO COLLEGE**

SEPTEMBER 24, 2008

TOWN OF ATHERTON
APPLICATION FOR TOWN ACTION - Planning Commission



Type of Application (Please check all that apply):

Variance ☐ Exception ☐ Heritage Tree Removal ☐ Excessive Height ☐
Negative Declaration/EIR ☐ Conditional Use Permit ☐ Other ☒

Provide a brief description of the proposed project: SUBDIVISION (TENTATIVE PARCEL
MAP) APPLICATION

PROPERTY OWNER

APPLICANT

Name Menlo School and Menlo College

Name Menlo School, Attn: David P. McAdoo

Phone # (408) 293-4341

Phone # (650) 333-2001 Ext. 2561

Site Address 50 Valparaiso Ave.

Mailing Address 50 Valparaiso Avenue

APN 070-360-070-0

Atherton, CA 94027

Email vickigroom@aol.com

Email dmcadoo@menloschool.org

Owner Signature [Signature]

Date 10/2/08

Applicant Signature [Signature]

Date 10/2/08

FOR CITY COMPLETION:

Description of Request _____

Received by: _____

Fee \$ _____

Received by: _____

Plans & Reduced Plans # Sets & Sizes _____

Notices Sent: Yes _____

No _____

Date _____

Planning Commission/City Council Hearing _____

Date _____

Staff Recommendation _____

Appeal Deadline _____

Action Approved _____

Action Denied _____

Signature _____

APPLICATION PROCEDURE

An application packet (deemed complete) must be received at least *19 days* before the next regular meeting date of the Planning Commission and include the following:

- _____ 1. This form filled out completely & signed by the owner
- _____ 2. A separate, complete written description of request addressed to the Planning Commission
- _____ 3. Non-refundable fee of \$750.00
- _____ 4. Minimum deposit of \$2,500.00 if an environmental assessment is required
- _____ 5. Fifteen (15) copies of site plan clearly drawn, detailed, and scaled, which also includes:
 - a) _____ Existing & proposed use(s) including all buildings, parking areas, driveways & heritage trees
 - b) _____ Floor plan elevations
 - c) _____ Lot data (size, allowable square footage, & setbacks)
 - d) _____ Plans shall be at least 11" X 17"
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- _____ 7. Arborist Report (if required)
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HEARING DATE

Once staff deems the application complete, the request will be placed for Public Hearing on the agenda of the next available Planning Commission meeting. Currently the meetings are scheduled for the fourth Wednesday of each month at 6:00 p.m. in the Town Hall. The Planning Commission may continue any hearing from time to time.

EFFECTIVE DATE

A Planning Commission approval will be effective 10 days following the date of decision, during which time an appeal may be filed. The permit will be considered void if not used within one year.

October 2, 2008

Planning Commission
Atherton Town Hall
91 Ashfield Road
Atherton, CA 94027

Re: Subdivision Application- Menlo School and Menlo College (the "Menlo Property")

To the Members of the Planning Commission:

Menlo School and Menlo College, a California nonprofit public benefit corporation (the "Supporting Charity"), is the owner of the above-referenced Menlo Property. Menlo College, a California nonprofit public benefit corporation, operates a four-year baccalaureate college commonly known as Menlo College on the Menlo Property, and Menlo School, a California nonprofit public benefit corporation, operates a middle school and a high school on the Menlo Property as well.

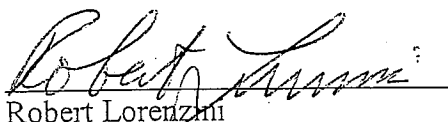
The Supporting Charity, College and School previously entered into a Joint Operation Agreement, dated as of July 1, 1994, which, among other things, provides for the use, maintenance, and operation of the College and School facilities. Under the terms of the Joint Operation Agreement, in the event that either the School or the College wishes to make any alteration that requires the issuance of a permit or is subject to the approval of the Town of Atherton, the party seeking the permit or approval must first obtain the written consent of the other parties.

In accordance with the requirements of the Joint Operation Agreement, this letter is provided to confirm that (i) the Supporting Charity and Menlo College consent to and approve the attached subdivision application, and (ii) Menlo School is hereby authorized by the Supporting Charity to act as its agent with respect to the attached subdivision application.

Sincerely,

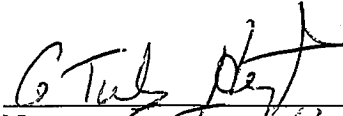
Supporting Charity:
MENLO SCHOOL AND MENLO COLLEGE

By:


Robert Lorenzini
Its: President

MENLO COLLEGE

By:


Name: G. Timothy HAIGHT
Its: President

cc. Lisa Costa Sanders, Deputy Town Planner



March 14, 2008

Letter of Submittal
Town of Atherton Planning Commission

Members of the Planning Commission:

We are pleased to present to you the 2008 update to the Master Plan for Menlo School. This update reflects our continuing commitment to be responsive to the needs of the school community, to all of our neighbors and to our community.

In the year since our 2007 update we have been hard at work on plans for our Phase III buildings consisting of a 2 court gymnasium, 350 seat performance hall and a classroom / studio building to support our creative arts programs. Those plans are largely complete and we are tremendously excited about these future additions to our campus.

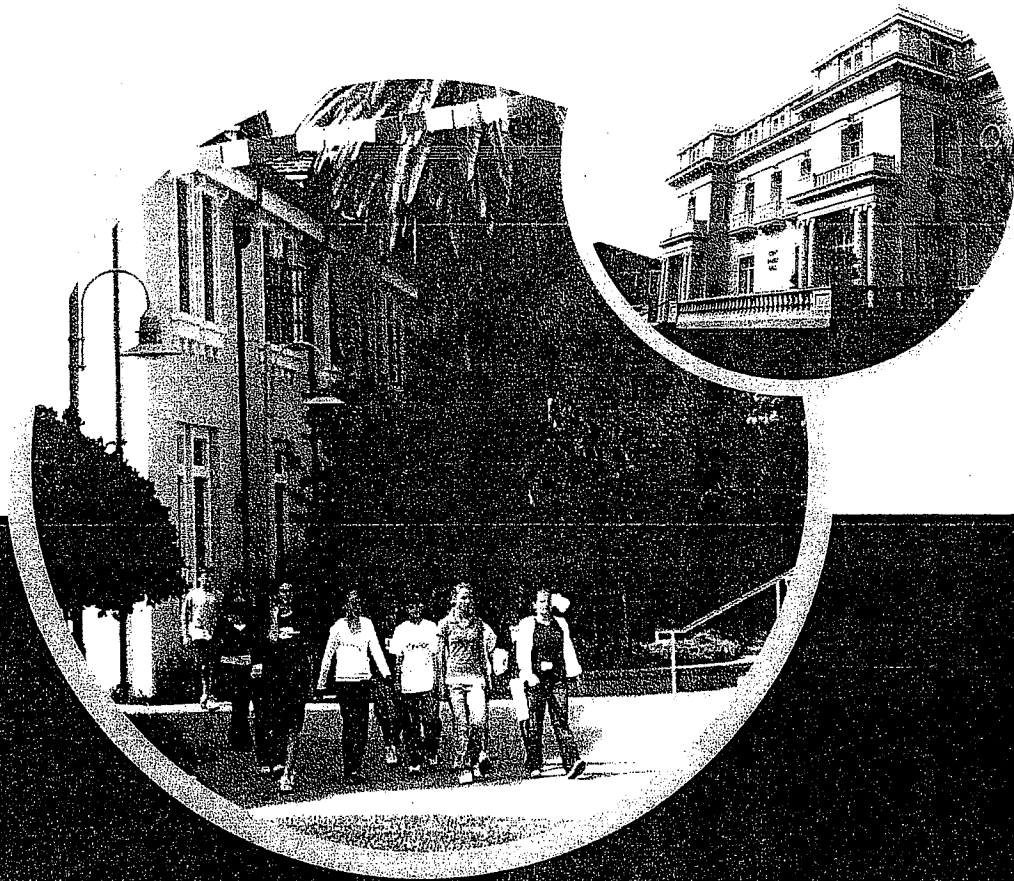
Our efforts are currently focused on substantive, ongoing conversations with our residential neighbors and Menlo College. We are encouraged that both efforts are progressing well and expect them to lead to a long-term understanding of each of our needs and objectives. More definitive plans will be presented to the Town in future updates or earlier if appropriate.

Once again, we appreciate the opportunity to keep the Town of Atherton and our neighbors informed as we develop our plans for the future.

Sincerely,

A handwritten signature in black ink, appearing to read "D. McAdoo", written over a circular line.

David McAdoo
Director of Operations and Construction
Menlo School



Menlo School

MASTER PLAN 2007



March 9, 2007

Norman M. Colb, Head of School

Letter of Submittal
Town of Atherton Planning Commission

Members of the Planning Commission:

I am pleased to submit the 2007 update to the Menlo School Master Plan. In last year's update I described our plan as representing several years of on-going planning by a dedicated group of educators, trustees, Town planners and neighbors. At that time I called the plan an exciting vision for the school community. This 2007 update will detail the results of the years of planning and give substance to Menlo School's vision for the campus.

In the year since the last annual update to the Town a great deal of work has been done to create very specific plans for a new gymnasium, a creative arts classroom building and a performance hall. Detailed plans are well underway for all three buildings as well as the landscape and site improvements that will be needed to integrate these buildings into the rest of the campus. Our goal has been to do the necessary planning to be ready to break ground for all three buildings in the Spring of 2008 and we are well on the road to meeting that goal.

The Menlo School Board of Trustees has authorized the start of a capital campaign to fund construction of all three buildings. If initial indications are correct, we feel confident that we will indeed be able to break ground in 2008 for completion of the project by the start of the 2009 academic year.

These are historic and ambitious times for Menlo School and bold ambitions require bold actions. We feel this plan will enable Menlo School to realize its vision to become a world class institution.

We are asking the Town of Atherton to review and accept this 2007 update to the Master Plan that is the result of extensive collaboration between the School, Town and our neighbors. We look forward to continued collaboration as we move towards turning years of planning into a truly exciting reality.

Sincerely,


Norman M. Colb
Head of School

NMC/jj

Contents

1	Keystone
3	Facilities Planning
5	The Master Plan
5	Existing Facilities
9	Design Parameters
11	Land Use
13	Proposed Facilities
15	Circulation and Parking
17	Emergency Access
19	Historic Buildings & Heritage Trees
21	Phasing
23	Uses and Hours of Operations
25	Calendar of Events
27	School/College Relationship



Atherton is renowned for its quality of life and its calm, pastoral environment. Menlo School, in the heart of Atherton since 1914, mirrors the qualities that make Atherton such a special place.

The ambiance of Menlo School reflects the environment of Atherton; the School supports a calm, rational search for education in an environment that we hope is as free as possible from the distractions of modern life. The School also makes extensive use of the many advantages of its unique setting in the Silicon Valley.

The School draws upon Silicon Valley resources to help students deal with diverse demands of today's world and make a positive difference in the world of tomorrow. To provide a complete educational experience, Menlo School offers students a combination of academic, athletic and cultural programs. Unique collaborations with community arts organizations allow the School to enrich our students' cultural experiences.

The keystone of this Master Plan is the collaborative effort of educators, trustees, neighbors and town representatives. The resulting plan represents a structure for reaffirming Menlo School as a major asset for approximately 750 students as well as for the Town of Atherton.

Keystone

The original 2002 Master Plan "Keystone" statement is reprinted above as a reaffirmation of the enduring principles it embodies.

PROGRAM PLANNING

- Students and Curriculum
- Faculty
- Athletics
- Administration
- Student Wellness
- Diversity
- Community Relations
- Performing Arts
- Technology

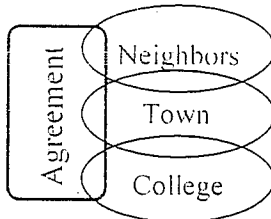
MASTER PLAN

LONG RANGE FACILITY PLAN

- Facility Options
- Costs
- Process

FINANCIAL PLAN

- Fund Raising
- Endowment
- Tuition



BOARD REVIEW AND APPROVAL

IMPLEMENT FACILITY PLAN

- Town Acceptance
- Permit Process
- Construction

IMPLEMENT FINANCIAL PLAN

- Capital Campaign

IMPROVED PROGRAM AND FACILITIES

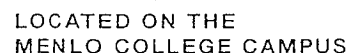
The Master Plan submitted to the Town in 2002 described an ambitious vision for Menlo School. Since that original statement a great deal of work has been done and a great deal of progress has been made to meet the vision set forth by the Trustees.

1. Many of the Upper School classrooms have been replaced with buildings and amenities that reflect the standards of a world-class school. The library and student center have been relocated into renovated spaces that will serve both of these programs well for the coming decade.
2. Working in collaboration with immediate neighbors and school personnel, planning is well under way for the construction of a full gymnasium facility that will be able to support the indoor athletic needs of the Middle and Upper Schools.
3. The School recently began programming and design of a new fine arts and performing arts center in support of the School's outstanding programs.
4. The School continues its thoughtful deliberation of how to best serve the housing needs of the faculty. Changes in salaries and the local economy fuel the debate, but until there is a resolution, the School will continue to identify a location on campus for future housing.
5. The recent building programs have resulted in many improvements to the utility infrastructure. Progress will continue as future building programs are developed.

Facilities Planning

Football Field, Baseball Field
Tennis Courts, Track & Field

Soccer Field, Softball Field,
Tennis Courts



- 15 Gates Pool
16 Gym (Haynes-Prim Pavilion)
59 Dining Hall

PARKING

- P1 Main Parking Lot
P2 Annex Parking Lot
P3 Event Parking Lot

26 Stent Family Hall

Main School Reception Desk [illegible]

- 31 Curtis Hall**
Bookstore
Music of Menlo
Upper School Drama
Upper School Photography

34-39 Facilities Yard

- 40 Operations
Facilities & Transportation
Security
Shipping & Receiving
- 41 Child Care
- 50 Holt-Lohman Music Center
- 51 Taube Music & Dance
- 53 School Counselor
- 54 Multimedia Lab
- 56 Florence Moore Auditorium

- 57-58 Douglass Village
60 Upper School Art
61 Sport Court

UPPER SCHOOL CAMPUS

- 70 Upper School Academics
Montgomery Humanities Center
English
History
Foreign Language
Science Department
- 80 Upper School Academics
Academic Center
Mathematics
Science
Perkins College Counseling
- 90 Martin Family Hall

ARRILLAGA FAMILY
MIDDLE SCHOOL CAMPUS

300	Middle School Commons
	Fine Arts
	Music
400	Middle School Admin.
	Drama
500	Middle School Academics
	Foreign Language
	Technology
	Athletic Director
	School Nurse
600	Grade 6 Classrooms
700	Grade 7 Classrooms
800	Grade-8 Classrooms
900	Locker Rooms

The Menlo School campus houses a variety of buildings: Stent Hall (the most prominent and architecturally significant building on campus); five one-and two-story buildings completed in 2000 providing facilities for the Middle School; a combination of one-and two-story buildings completed in 2004 for Upper School programs; a semi-enclosed Sports Court and temporary lockers; maintenance facilities; and a small residential compound known as Douglass Village. In addition to a portion of Douglass Village and the facilities yard, the School shares three buildings with the College – Florence Moore (auditorium), the Haynes-Prim Pavilion (gymnasium), and the Dining Hall – as well as the Wunderlich and Cartan athletic fields and tennis courts. The map on the opposite page illustrates the location of these facilities.

Existing Facilities

		Gross Sq.Ft.
Menlo School Buildings (to remain)		
	Stent Hall	41,495
	Upper School Academic	80,000
	Maintenance Carports / shops	6,000
	Middle School 400/500/600	18,443
	Middle School 300/700/Commons	20,789
	Middle School 800	6,042
	<i>Subtotal</i>	172,769
Shared School/College Buildings (to remain)		
	Florence Moore Auditorium	6,180
	Dining Hall	19,250
	Haynes-Prim Pavilion	30,600
	<i>Subtotal</i>	56,030
Menlo School Buildings (to be replaced)		
	Curtis	5,540
	Holt-Lohman Music	2,400
	Taube	2,400
	Art	2,400
	Academic portables	1,920
	Sports Court	8,500
	Middle School locker rooms	960
	Operations office	2,100
	Child Care Center	1,920
	<i>Subtotal</i>	28,140
<i>Total Existing Academic & Support</i>		256,939
Menlo School Faculty Residences (to be removed)		
	Douglass Village Residence 1	1,500
	Douglass Village Residence 2	1,000
	Douglass Village Residence 3	1,200
	Douglass Village Residence 4	1,200
	Douglass Village Residence 5	1,000
	Douglass Village Residence 6	1,000
	Douglass Village Residence 7	1,000
	<i>Total Existing Residences</i>	7,900
Total		264,839

Summary

	Gross Sq.Ft.
Menlo School Academic & Support Buildings (to remain)	172,769
Shared School/College Academic & Support Buildings (to remain)	56,030
Menlo School Academic & Support Buildings (to be replaced)	28,140
Menlo School Faculty Residences (to be removed)	7,900

Total 264,839

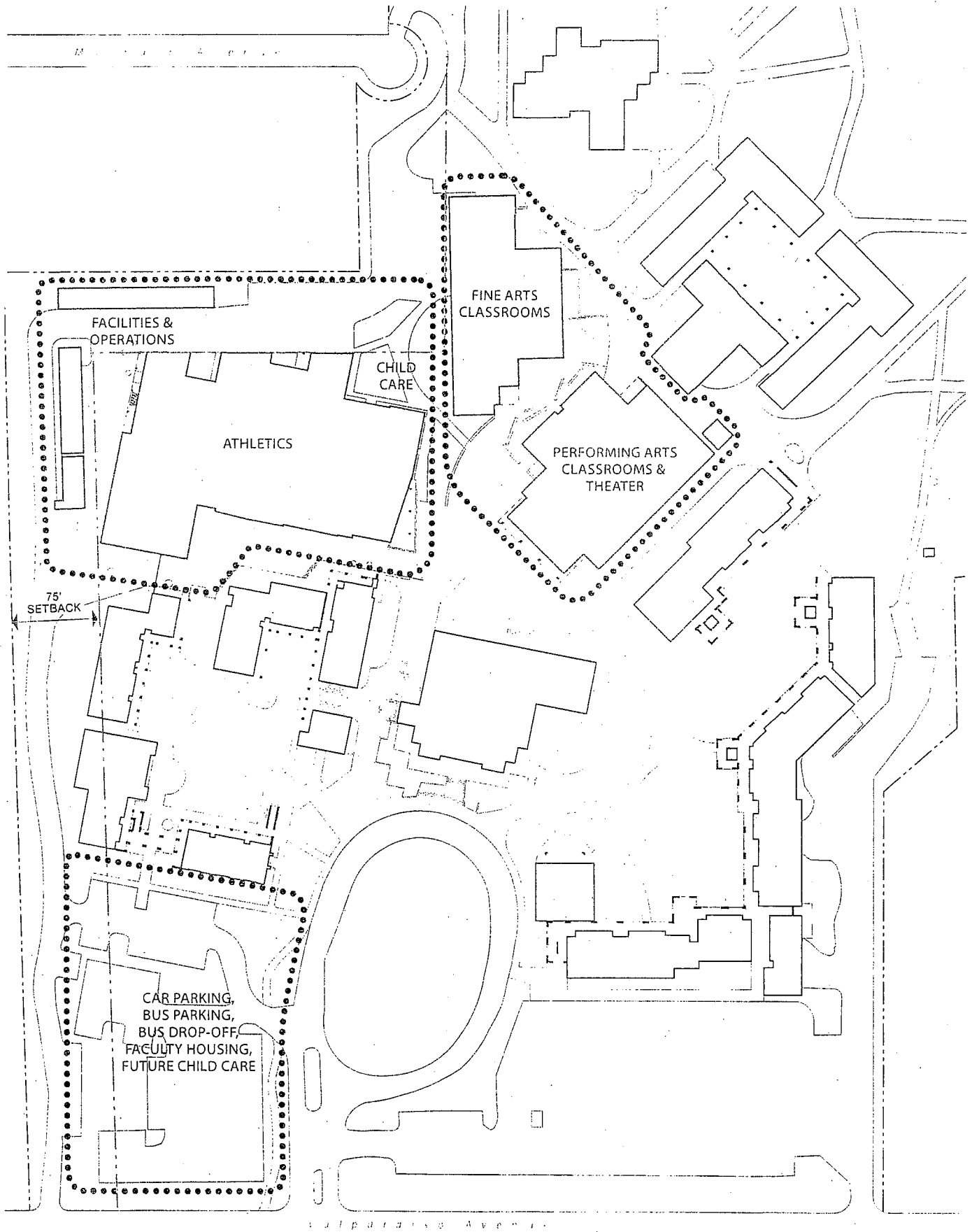
Existing Facilities

Working with the Neighbor Working Group, Menlo School has developed a set of "Design Parameters" to guide future development of School facilities. The parameters are outlined below:

1. Sight lines: Design the new buildings and landscaping to eliminate views from the School into the neighboring residential properties.
2. Views from neighboring properties: Improve the aesthetics of these views by removing buildings that are out of character (e.g. the Sport Court), and designing new buildings with materials that are in character with the School's recent buildings (e.g. the Middle & Upper School buildings).
3. Light: Design the new buildings so that artificial light escaping from windows in the evening does not intrude on the neighboring residential properties, consistent with the approach used effectively on the recent Upper School buildings.
4. Noise from mechanical equipment: Design the new buildings to control noise from mechanical equipment, to prevent this noise from being heard in the neighboring residential properties. Design mechanical equipment so that noise is less than ambient noise level.
5. Noise from activities: Eliminate the Sports Court with its open design and metal skin that acts like a drum when struck by balls. Design the new buildings to direct noise associated with School activities away from the neighboring properties. Use the buildings as a barrier to this noise, as was done on the east side of the campus with the new Upper School buildings. In the gaps between buildings, use structures and fences to create a sound lock. Locate building entrances toward the center of campus, and control the use of emergency exits.

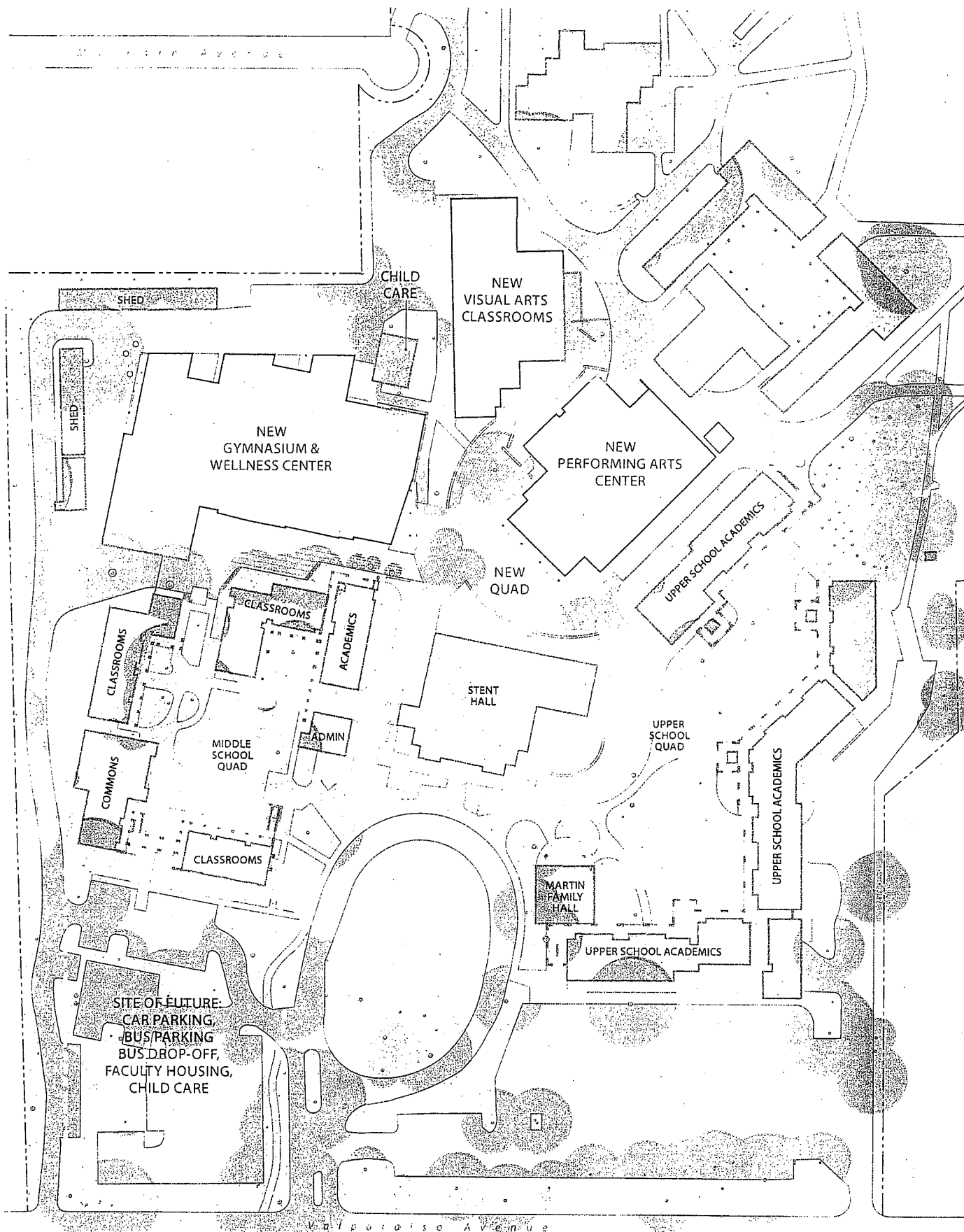
6. Noise from the gym: Design the new gym to contain the noise associated with sports. Use mechanical ventilation so that the windows can be closed to contain this noise, or in a location where the noise can be controlled. Design entrances and exits to control noise associated with entering and exiting the building. Where emergency exits are required, use alarms and notices to prevent these exits from being used except in emergencies.
7. Noise from the performing arts auditorium: Design the new performing arts auditorium to locate backstage loading activities toward the interior of the campus, away from the neighboring properties.
8. Pedestrian traffic: Design the new buildings and sidewalks so that the main circulation is in the center of the campus, removed from the perimeter near the neighboring residential properties.
9. Vehicular traffic: Improve the perimeter service road with vegetation and fencing to screen the neighboring residential properties from this activity, as has been done on the east side at the new Upper School buildings. Locate the bus parking in the parking lots along Valparaiso Avenue, or in another location to be determined.
10. Access from the west: Monitor and enforce a policy to prevent drop-off and pick-up activities at the MacBain gate.

Design Parameters



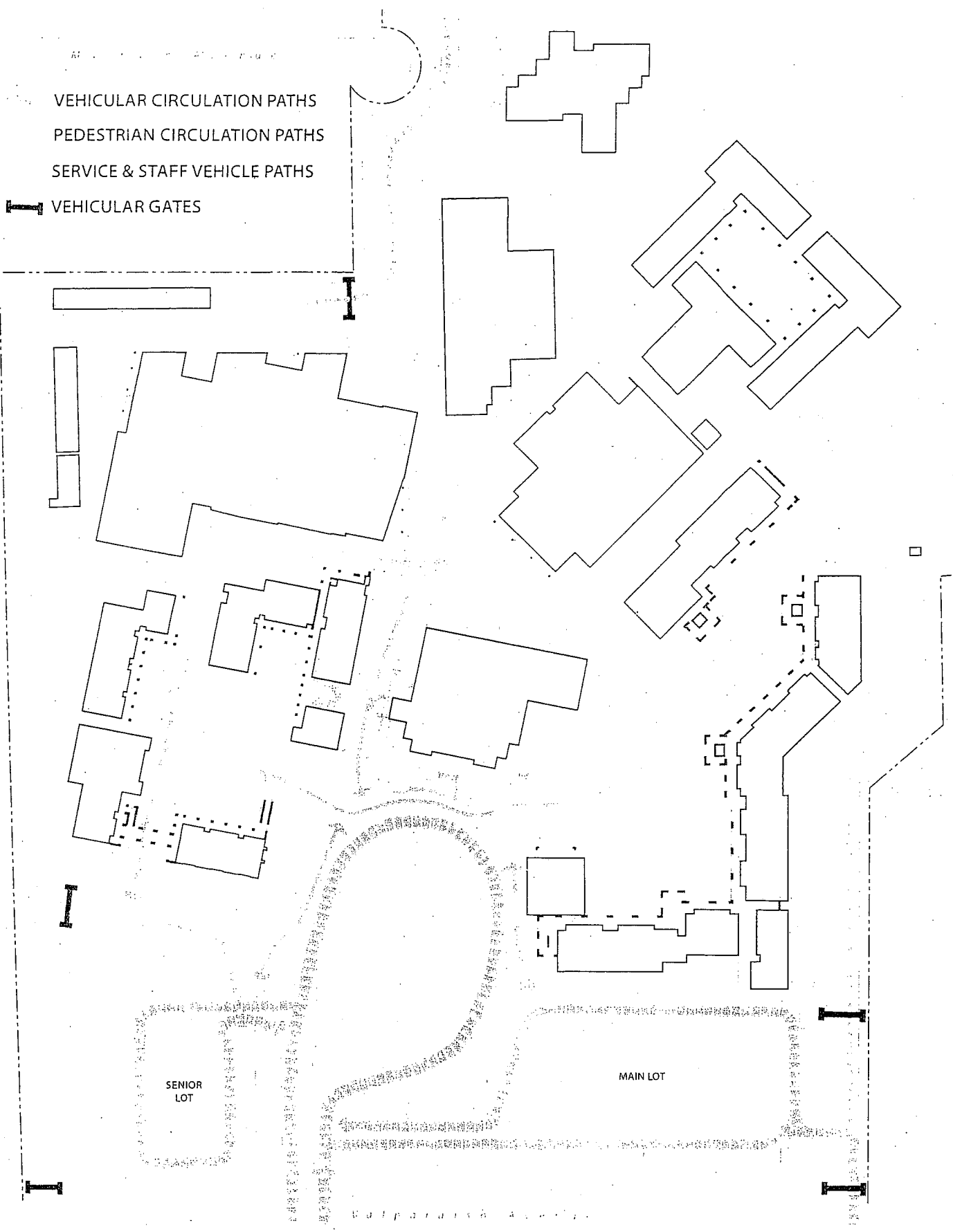
The plan on the opposite page illustrates the proposed Land Uses for Menlo School. Three general zones for future improvements have been outlined.

Land Use



Menlo School has made great strides in the past few years as it moves forward into the future. Despite the progress in recent years the School is faced with the need to replace a number of facilities as it moves toward its vision of a world-class institution. Please note the drawing on the opposite page is an update of the 2006 Update showing the specific location and footprint of the three proposed buildings of the Phase III project previously depicted as planning bubbles. In all cases, these will be replacement facilities for programs and activities already offered. We are hopeful that construction of these facilities will commence in Spring 2008. Plans include a new two-court full gymnasium with locker rooms and a wellness center, fine and performing arts classrooms, studio arts, a performance hall, faculty offices, facilities yard and operations offices and a child care center.

Proposed Facilities



Circulation and access in and around Menlo School will remain much as it is today, with the School's primary entrance continuing to be off of Valparaiso Avenue. A small entrance and service drive will continue to remain east of this as will the emergency/fire lane west of it. The secondary entry serving a limited parking area to the north from Alejandra Avenue will also remain. The basic circulation plan is shown on the opposite page.

The School currently maintains 414 parking spaces, the majority of which (200 spaces) are located in the main lot and the Senior lot (100 spaces) off of Valparaiso Avenue. These spaces are made available for students in grades 11 and 12 only, as well as faculty, staff and visitors. Additional spaces are available for Menlo staff only at the following: behind the Upper School Academic building (27 spaces), in front of the Middle School (23 spaces), the College (20 spaces), the facilities yard (20 spaces), Douglass Village (13 spaces) and adjacent to Curtis Hall (11 spaces). Spectator parking for athletic events on Cartan Field is available in two areas: Cartan lot (80 spaces) and, during afternoon and weekend events, the main Valparaiso lot and Senior lots (300 spaces). Students and spectators using the Haynes-Prim Pavilion are directed to parking in the following areas: the visitors' parking in front of the main entrance of the College and the College staff lot after 5:00 p.m., and the main School lots after 3:00 pm.

Circulation & Parking

Alipatito Avenue

FIRE TRUCK ACCESS ROUTE

⬠ FIRE HYDRANTS

PROPOSED
HYDRANT

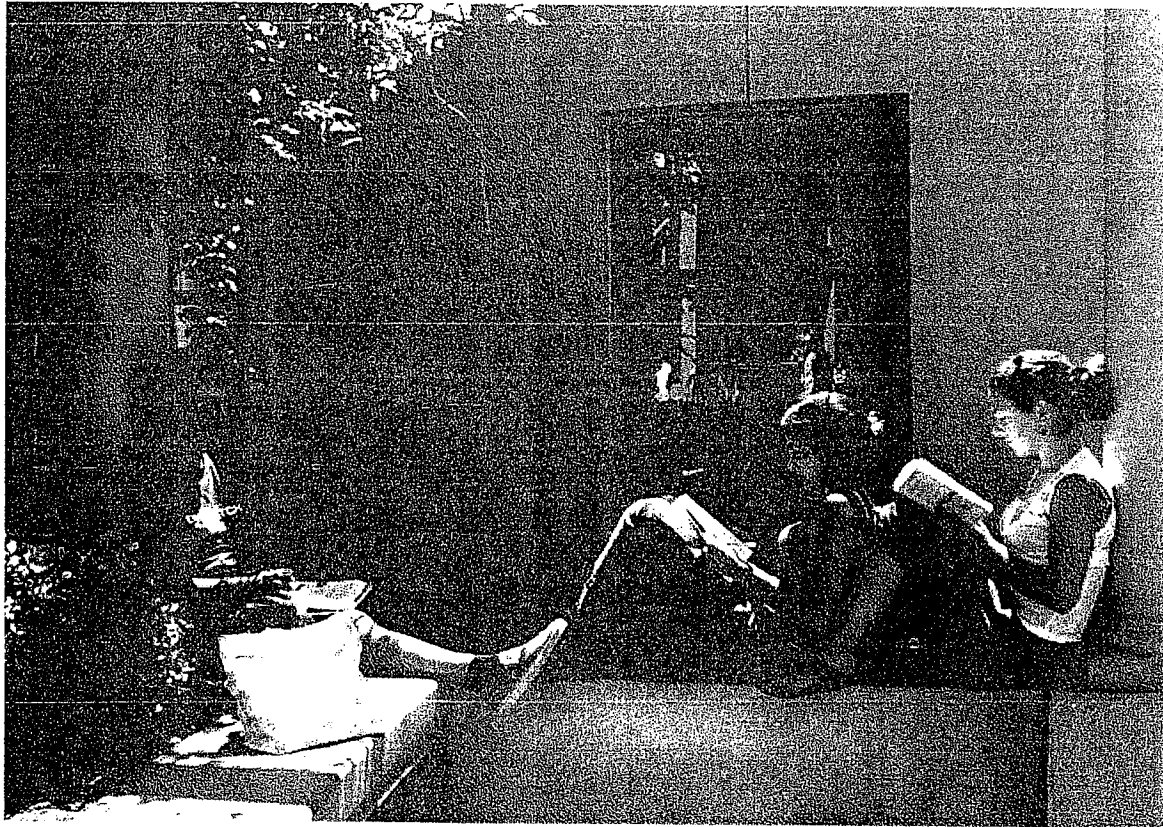
Alipatito Avenue

Menlo School, in consultation with the Menlo Park Fire Protection District, has developed an "Emergency Access and Fire Protection plan" to guide planning efforts for the development of new School Facilities as well as issues related to the separation of the School and College. That plan is shown on the opposite page.

Emergency Access Plan

Stent Hall is the only building on the Menlo School campus that can be characterized as historic. This building will be retained as part of the Master Plan. In addition, the campus features a number of heritage “quercus” oak trees. These trees are indicated in green on the opposite page with trees proposed for removal indicated in lighter green.

Historic Buildings & Heritage Trees



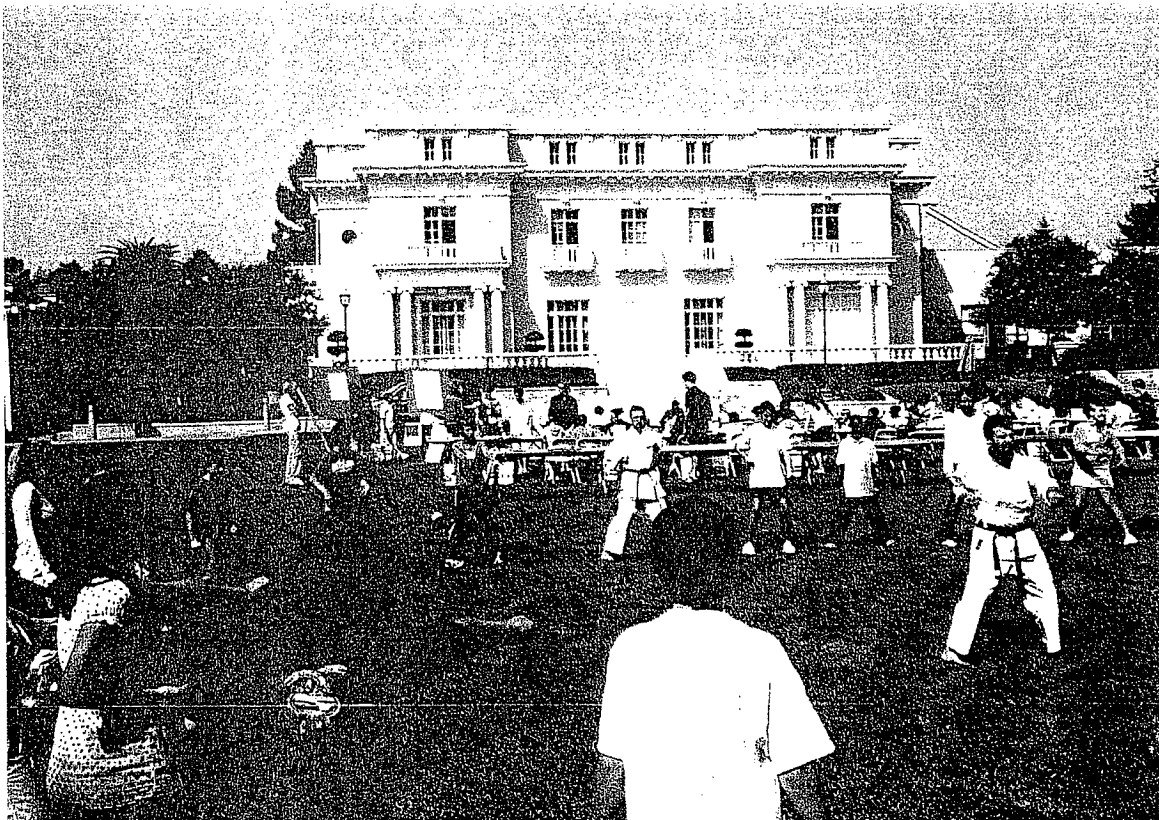
The Master Plan illustrates the School's long-term strategy for providing new, updated facilities for its students, faculty, staff and administrators. In recognition of the tie between construction projects and fund raising efforts, the School has changed the description of both past and future phasing as described below:

- Phase 0 - Perimeter landscape project (ongoing)
- Phase I - Middle School Campus (completed 2000)
- Phase II - Upper School Academic buildings 1 and 2 (completed 2004)
- Phase III - Planning for a Gymnasium, creative (performing and visual) arts classrooms, and performance hall.

As part of new building construction, Menlo School will continue implementation of the Phase 0 landscape plan to visually and acoustically buffer potential noise from the School to adjoining neighbors. An arborist has documented the health and longevity of existing trees to determine which ones may need to be replaced. In addition, a registered landscape architect has been hired to work with the School and adjacent neighbors to develop a landscape plan for the setback areas east and west of the campus as well as the portion of the School's land that abuts neighbors to the north.

The design of Phase III will incorporate the concepts developed in the planning phases of this Master Plan and is being developed in full collaboration with neighbor groups. The design work is underway with the goal of breaking ground on all three buildings in June 2008 for occupancy of the Gymnasium and Creative Arts buildings in August 2009 and the Performance Hall in November 2009. A final decision on approval of the project is slated for February 2008 and is dependant on fund raising efforts in the intervening year.

Phasing



The School reaffirms its policy of limiting the use of the School's portion of the campus to events that relate to Menlo School's mission as an educational institution and special events that are consistent with our use permit.

Facility	Current Hours/Days	Proposed Hours/Days
Upper School	8:00 a.m. – 5:00 p.m. M-F	8:00 a.m. – 5:00 p.m. M-F
Middle School	7:50 a.m. – 4:35 p.m. M-F	7:50 a.m. – 4:35 p.m. M-F
Facilities Yard	7:00 a.m. – 4:30 p.m. M-Sa	7:00 a.m. – 4:30 p.m. M-Sa
Custodial	6:00 a.m. – 12:00 a.m. M-Sa	6:00 a.m. – 12:00 a.m. M-Sa
Administration	7:00 a.m. – 5:00 p.m. M-F	7:00 a.m. – 5:00 p.m. M-F
Sports Court	8:30 a.m. – 5:30 p.m. M-F*	8:30 a.m. – 5:30 p.m. M-F*
New Gymnasium		8:00 a.m. – 9:00 p.m. M-F 9:00 a.m. – 5:00 p.m. Sa
Athletic Fields	8:00 a.m. - Twilight M-Sa	8:00 a.m. - Twilight M-Sa
Extracurricular Activities	3:30 p.m. – 9:00 p.m. M-F	3:30 p.m. – 9:00 p.m. M-F
Special Events	As scheduled	As scheduled

* Open hours are posted and the Sports Court is locked when closed.

** The new gymnasium will replace the Sports Court and current faculty housing.

Uses and Hours of Standard Operation

February 5, 2007

Dear Neighbors,

I am writing to invite you to Menlo School's Annual Meeting of Neighbors which will be held on Tuesday, February 27, from 5:00 to 7:00 p.m., in Stent Hall.

As I hope you know, Menlo School wants to be an excellent neighbor. To this end, our Annual Meeting is intended to promote open communication with you. One of the major purposes of this year's meeting is to bring you up to date about certain facilities we would like to build at the center of the campus. At the meeting you will also receive information about Menlo's event calendar for the 2007-08 school year. And, of course, members of the Board of Trustees and I will also want to hear how we are doing as your neighbors.

In addition to inviting you to Menlo School's Annual Meeting, I also want to let you know about the following major events planned between now and the end of the school year:

On Friday, February 9, Menlo will host the California Junior Classical League's annual conference. Approximately 1200 students will arrive by bus at 4:00 p.m. and depart no later than 11:15 p.m. Our visiting classicists will return to Menlo on Saturday, February 10 at 8:30 a.m. and leave at 5:30 that afternoon.

On Monday, March 19, Menlo will host the Regional Meeting of the California Association of Independent Schools. Attendees will arrive at approximately 8:30 a.m. and depart by 3:00 p.m.

Menlo's annual Benefit will take place on Friday, March 30. You are sure to notice the sound of revelry on that day from 11:00 a.m. to 3:00 p.m., and then again from 6:00 p.m. to midnight. As in the past, a tent will be erected on Friday, March 23 in the school's parking lot that borders Valparaiso Avenue; the tent will be removed on Monday, April 2. While the tent is in place, Menlo's students and staff will park at The Church of Jesus Christ Latter Day Saints and will either walk to school or use a special shuttle service. As a result, from March 23 to March 30 you will see both a reduction in automobiles and an increase in pedestrians.

Our traditional Spring play will be held on Stent Lawn on May 4, 5, 6, 11, 13, beginning at 8:00 p.m. each evening. This year's production is South Pacific, and I hope your calendar will allow you to join us for an outstanding evening of theater.

And, finally, the Middle School's commencement will take place on June 5, and the Upper School's will take place on June 6. Both events will begin at 9:00 a.m. and end at noon.

Again, I hope to see you on February 27. Until then, please accept my best wishes and my deepest appreciation for your understanding and support.

Kindest regards,


Norman M. Colb
Head of School

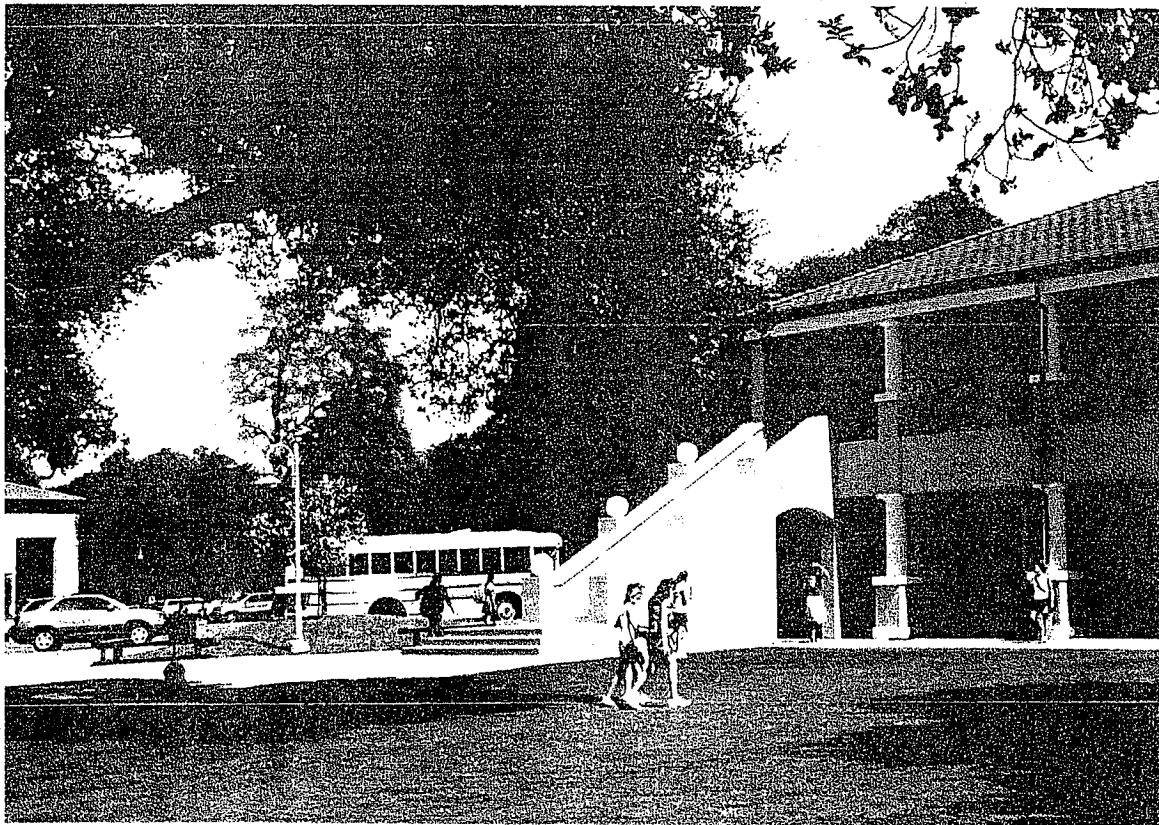
NMC/jj

Cc: Atherton Police
Menlo Park Police
David McAdoo
Melissa Badger and Kim Glenn (Benefit Co-Chairs)

In recognition of the impact events at Menlo School can have on neighbors the School maintains a continuously updated master calendar of events on the Menlo School website under a section titled "Neighbors". Its purpose is to provide neighbors with the most current information available in a format that is convenient and accessible.

Additionally, the School sends an annual letter to neighbors informing them of upcoming events that alter Menlo School's normal routine. A copy of the 2007 letter is enclosed on the opposite page.

Calendar of Events



Menlo School and Menlo College operated as separate divisions within one Institution until the two separated in July of 1994 and became self-sustaining nonprofit public benefit corporations. At that time, they agreed to divide all assets and liabilities with the exception of the real estate, and HUD Bond debt, which would be retained by the old organization, now called The Institution or Supporting Charity.

The Supporting Charity owns the land and real property (except improvements and new construction) and otherwise supports the two institutions in their educational activities. It is governed by a Board of Trustees composed of the Board Chairs and CEO (Head of School and President respectively) of the School and College and two impartial representatives. There is a part-time secretary who oversees Supporting Charity operations. The School and College each reimburse the Supporting Charity for property taxes, some utilities, accounting and other operating costs.

All three institutions operate under the terms of a Management Agreement that describes the role and responsibilities of each institution. In brief, the School and College are entitled to use the property of the Supporting Charity solely for their respective charitable and educational purposes. The School and College are responsible for maintaining and insuring the assets of the Supporting Charity.

The School and College also are party to a Joint Operation Agreement, which defines the rights and responsibilities of each with respect to the use of the facilities. All of the facilities owned by the Supporting Charity are maintained by either the College or School. Some facilities are used exclusively by the School or College and others are shared. (Over time, the following facilities, shared at the time of separation, have become exclusive use: Curtis Hall (School), Florence Moore classrooms (College), Bowman Library (College).

Either the School or the College acts as Steward of each facility on the campus. It is the responsibility of the Steward to maintain and insure the properties under their stewardship. Stewards also have the right to earn rental income on facilities they manage, although, in practice, non-stewards can also earn rental income on shared facilities. The agreement states that the scheduling of School and College programs must take precedence over use by outside parties.

The School and College continue to operate under the above agreements. However, representatives from the School and College meet on a periodic basis to continue to explore partial or full separation. To date, these discussions remain exploratory in nature, and as such, no changes to the above agreements are confirmed. As these discussions evolve and conclusions are reached, the School and College will report any substantive changes to the Town through the Master Plan Update process.

School/College Relationship

**Menlo School
Phase III
Development Project and
Separation from Menlo College**

**Initial Study
and
Draft Mitigated Negative Declaration**

Prepared for the Town of Atherton
Planning Department
91 Ashfield Road
Atherton, CA 94027

Prepared by Neal Martin and Associates
751 Laurel Street, Suite 622
San Carlos, CA 94070

November 14, 2008

DRAFT
MITIGATED NEGATIVE DECLARATION
Menlo School Phase III Development Project and Separation from Menlo College

Date _____

Town of Atherton, San Mateo County

NAME OF PROJECT/DESCRIPTION

Menlo School Phase III Development Project and Separation from Menlo College

The project involves the demolition or removal of approximately 34,120 sq. ft. of existing buildings and the construction of a 53,944 sq. ft. Athletic Center, a 38,756 Performing Arts Center and a 25,194 sq. ft. Creative Arts Classroom Building. Approximately 10 portable buildings will be located inside the oval area of the campus main entry loop to house classrooms and offices during the construction. The project also includes the removal of 6 heritage oak trees to accommodate the new buildings. The project also includes a proposed zoning ordinance amendment that would reduce the side and rear setback requirements for school properties in the PFS Zoning District to 10' minimum when such properties adjoin another school property. Finally, the project includes the subdivision of the Menlo School and Menlo College campus lands into 4 parcels; one parcel to be owned and occupied by Menlo School, two parcels to be owned and occupied by Menlo College and one parcel to be owned by the Supporting Charity with shared use by both Menlo School and Menlo College.

PROJECT PROPONENT

Menlo School	Menlo College	Supporting Charity
50 Valparaiso Ave.	1000 El Camino Real	1000 El Camino Real
Atherton, CA 94027	Atherton, CA 94027	Atherton, CA 94027

PROJECT LOCATION

50 Valparaiso Avenue and 1000 El Camino Real
Atherton, CA 94027

FINDING

It is hereby found, that the above named project will not have a significant effect on the environment.

INITIAL STUDY

An initial study of this project was undertaken and prepared in accordance with the Town's environmental guidelines for the purpose of ascertaining whether this project might have a significant effect on the environment. A copy of the initial study is on file with the Town of Atherton, Building Department, 91 Ashfield Road, Atherton, CA 94027 and by reference incorporated herein. Such initial study documents reasons to support the above finding.

MITIGATION MEASURES

I hereby certify that this Mitigated Negative Declaration, along with the attached Initial Study and Mitigation Measures agreed to by the applicant before the proposed Negative Declaration and Initial Study were released for public review which would avoid the potentially significant effects on the environment, was adopted by the Atherton Planning Commission on _____.

Neal J. Martin
Town Planner

ENVIRONMENTAL CHECKLIST FORM

1. Project Title: Menlo School Phase III Development Project and Separation from Menlo College
2. Lead Agency Name and Address: Town of Atherton
91 Ashfield Road
Atherton, CA 94027
3. Contact Person and Phone Number: Neal Martin
City Planner
(650) 752-0560
4. Project Location: 50 Valparaiso Avenue and 1000 El Camino Real
5. Project Sponsor's Name and Address:

Menlo School	Menlo College	Supporting Charity
50 Valparaiso Avenue	1000 El Camino Real	1000 El Camino Real
Atherton, CA 94027	Atherton, CA 94027	Atherton, CA 94027
6. General Plan Designation: Public Facilities and Schools
7. Zoning: PFS (Public Facilities and Schools)
8. Project
The project involves the demolition or removal of approximately 34,120 sq. ft. of existing buildings and the construction of a 53,944 sq. ft. Athletic Center, a 38,756 Performing Arts Center and a 40,842 sq. ft. Creative Arts Classroom Building. Approximately 10 portable buildings will be located inside the oval area of the campus main entry loop to house classrooms and offices during the construction. The project also includes the removal of 6 heritage oak trees to accommodate the new buildings. The project also includes a proposed zoning ordinance amendment that would reduce the side and rear setback requirements for school properties in the PFS Zoning District to 10' minimum when such properties adjoin another school property. Finally, the project includes the subdivision of the Menlo School and Menlo College campus lands into 4 parcels; one parcel to be owned and occupied by Menlo School, two parcels to be owned and occupied by Menlo College and one parcel to be owned by the Supporting Charity with shared use by both Menlo School and Menlo College.
9. Surrounding land uses and setting: The property is bounded by Valparaiso Avenue and residential uses in Menlo Park on the south, single family residential uses on the west (Michaels Way, Howard Way, MacBain Avenue,

Alejandra Avenue and Brittany Meadows) and north (Isabella Avenue), and El Camino Real and single family residential uses in the Victoria Manor neighborhood on the east and south east. Alejandra Avenue divides the property, separating the main campuses from the Cartan sports fields. The campuses are relatively flat and tree covered. Numerous educational buildings and some residences are located on the site. Two athletic field complexes (Cartan Field and Wundelich Field) are located on the north and west sides of the campus adjacent to Alejandra Avenue.

10. Other public agencies who may be involved: Menlo Park Fire Protection District

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agricultural Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology/Soils
☐ Hazards & Dangerous Materials	☐ Hydrology/Water Quality	☐ Land Use/Planning
☐ Mineral Resources	☐ Noise	☐ Population/Housing
☐ Public Services	☐ Recreation	☐ Transportation/Traffic
☐ Utilities/Services Systems	☐ Mandatory Findings of Significance	

PROJECT DESCRIPTION

Project Location

The proposed project site is located within the Town of Atherton at 50 Valparaiso Avenue and at 1000 El Camino Real, in San Mateo County, CA. The Town of Atherton is approximately 30 miles south of San Francisco; other neighboring urban areas include Palo Alto, Menlo Park and Redwood City. Both Menlo School and Menlo College are located at this site. Menlo School is divided into a middle school providing education for grades 6-8 and an upper school for grades 9-12. Current enrollment is approximately 750 students for both schools. Menlo College is a four year baccalaureate college specializing in business and management. Current enrollment is approximately 700 students. The site contains numerous buildings and facilities for the education of students attending the schools. The site fronts on both Valparaiso Avenue and El Camino Real with the sides and rear of the property abutting residential neighborhoods in Atherton. The entire site contains approximately 58.7 acres. Menlo School and Menlo College are each operated as a separate entity but they share several facilities. The land and real property are owned by an entity called "Menlo School and Menlo College, a California Nonprofit Public Benefit Corporation" governed by a Board of Trustees composed of representatives from both the school and college. This corporation is also known as the "Supporting Charity".

Project Description

The Proposed Project consists of four basic applications; a proposed zoning ordinance amendment to modify side and rear yard standards, a proposed tentative parcel map to divide the property into four parcels, a use permit to allow the construction of three new buildings and a heritage tree removal permit to allow the removal of six heritage trees from the site.

Zoning Ordinance Amendment

An amendment to the Building and Lot Requirements section (Section 17.32.040) of the PFS Zoning District is proposed. The proposed amendment would add a new section G to the list of requirements to read:

"G. The side and rear yard setbacks for PFS district properties where a public or private school is located adjacent to another public or private school shall be a minimum of ten (10) feet. The 10' setback is limited to that portion of the property where a PFS District property is adjacent to another PFS District property."

This amendment would permit the creation of a division line between Menlo School and Menlo College that could be located as close as 10 feet to certain existing and proposed buildings on both campuses. The amendment would only apply to these properties where two schools are located adjacent to each other.

Tentative Parcel Map

Approval of a Tentative Parcel Map is requested providing for the division of a portion of the existing property into four new lots. The existing property contains 26 lots of varying sizes. The proposed division would result in the creation of the lots listed below:

Parcel Number	Area (acres)	Proposed Owner
One	16.4	Menlo School
Two	0.7	Menlo College
Three	21.0	Menlo College
Four	5.6	Supporting Charity
Total	43.7	

The proposed Tentative Parcel Map does not include Cartan Field, the 15 acre parcel located on the northwest side of Alejandra Avenue. This is an existing, separate parcel owned by the Supporting Charity. It will continue to be owned by the Supporting Charity and use will be shared between the two schools.

Once a Tentative Parcel Map is approved by the Town, the subdivider must file a final Parcel Map that is consistent with the approved Tentative Parcel Map with the Town. The Parcel Map is subsequently recorded; the action that officially creates the new lots.

Use Permit to Allow the Construction of Three New Buildings

1. Demolition and Removal of Existing Buildings

During the initial phase of the project, seventeen existing permanent and portable buildings would be demolished, relocated or removed from the site. The buildings to be demolished or removed are listed below:

Curtis Hall
Taube Music and Dance
Academic
Middle School Locker Rooms
Seven Douglass Village Residences
Holt-Lohman Music
Art
Sport Court
Operations Office
Child Care Center

A total of 34,120 sq. ft. of existing building space would be demolished or removed.

2. New Building Construction

Three new buildings would be constructed in the area where existing buildings are proposed to be demolished and removed. The buildings to be constructed are listed below:

Athletic Center -- this is a proposed one-story building, 28' - 4" in height, with a basement and mechanical mezzanine comprising 53,944 gross square feet including:

An Upper School Gymnasium with retractable bleachers for seating 975 people.
A Middle School Gymnasium with retractable bleachers for seating 175 people.
Six locker rooms.
Two classrooms
One multipurpose room
One fitness center
School Operations Offices
Athletic Department offices

The Athletic Center would be located to the rear of the existing Middle School, between those buildings and the two adjacent residences on Mac Bain Avenue. It would be separated from the existing residences on Michaels Way by the renovated Maintenance Shops. The building would be completely enclosed and insulated so that interior sound does not escape from the building's interior.

Performing Arts Center -- this is a proposed one-story building, 34 feet in height, with a basement and mechanical mezzanine comprising 38,756 gross square feet including:

An Auditorium with approximately 358 fixed seats, associated stage, wings, lobby, dressing rooms and green room.
One Dance studio
One Theater studio
One Bookstore
One School Counselor's office
Music@Menlo Offices

The Performing Arts Center would be located to the rear of Stent Hall, between that building and Florence Moore Auditorium. It would be buffered from the existing residences on Mac Bain Avenue by the proposed new Creative Arts Building. The building would be completely enclosed and insulated so that interior sound does not escape from the buildings interior.

Creative Arts Classroom Building -- this is a proposed two-story building with basement, 34 feet in height comprising 40,842 gross square feet including:

Nine Visual and Performing Arts classrooms
Faculty Offices
Four Vocal Practice Rooms
Basement

The Creative Arts Classroom Building would be located behind the new Performing Arts Center and the new Athletic Center, between Florence Moore Hall and an existing residence on Mac Bain Avenue.

3. Relocation of Day Care Portables

The existing Child Care Center, currently housed in a 1,920 sq. ft. portable building adjacent to the Operations Office will be moved to a relocated and renovated 1,920 sq. ft. portable building between the new Creative Arts Classroom Building and the new Athletic Center. This is a single story building with a wooden deck providing access.

4. Renovation of Maintenance Carports/Shops

The existing 6,000 sq. ft. maintenance facilities located along the southwesterly property line is proposed to be renovated. Renovations will include repainting, re-roofing, window repair, new garage doors, and new sound insulation. Upon completion, this facility will continue to be used for maintenance and shop purposes.

5. Temporary Campus During Construction

In order to maintain program continuity, the replaced or relocated classrooms will be temporarily housed in portable buildings during the period of construction. As during previous construction, the portables will occupy the oval area of the main entry loop. However, the ten classrooms required will fit entirely within the grassy area and not overlap the roadway. As a result, the traffic patterns during drop-off and pick-up will not be affected.

Two additional portables will house child care on the existing Middle School staff parking lot and two small trailers will house the temporary operations offices adjacent to the construction site.

6. Installation of Underground Utilities

New and updated utility lines, if required, will run beneath the Service road on the southwest border of campus in two trenches each approximately 2 feet wide by 5 feet deep. If implemented, electrical lines running underground would allow for removal of the existing overhead poles and wiring.

7. Project Schedule

Construction may begin as early as January 2009. The gym and classroom/studio building is scheduled for completion by August 2010. The Performing Arts Center is scheduled for completion by December 2010.

Heritage Tree Removal Permit

The Proposed Project includes the removal of six heritage oak trees. Their location is shown on the drawing entitled Heritage Tree and Historic Buildings. As a mitigation measure, Menlo School is proposing to replace each removed heritage oak tree with a minimum of two 48-inch box size *quercus lobata* at sites on the campus to be determined. Three of the new oaks will be located within the area of construction.

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on the attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature

November 14, 2008

Date

Neal J. Martin, City Planner

Printed Name

Town of Atherton

For

EVALUATION OF ENVIRONMENTAL IMPACTS

Issues		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
I. AESTHETIC - Would the project:						
a)	Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒	20
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒	5
c)	Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☒	☐	☐	20
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒	16

AESTHETIC DESCRIPTION

- a,b,d) **No Impact** - The project is not located in a major viewshed, therefore, would not have a substantial adverse effect on a scenic vista. The project is not located within a state scenic highway. The project would not substantially degrade the existing visual character or quality of the site. The project includes low level, low intensity exterior lighting of the same type used throughout the campus. Therefore, It would not create a new source of light or glare.
- c) **Potentially Significant Unless Mitigation Incorporation** - Removal of the six heritage oak trees would conflict with the Town's policy of preserving heritage trees as stated in Chapter 8.10 of the Atherton Municipal Code. A heritage tree is defined as any tree with a trunk circumference of 48 inches or more (15.27 inches in diameter). In order to mitigate the loss of the heritage trees, a tree replacement program should be implemented as required by AMC Chapter 8.10 which results in the replacement of the existing trees to the satisfaction of the Town Arborist. The applicant has proposed to replace each removed tree with 2 - 48" box oak trees.

Mitigation Measures

Aesthetics - 1: Implement a tree replacement program as required by AMC Chapter 8.10 which results in the replacement of the existing trees to the satisfaction of the Town Arborist.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source

II. AGRICULTURE RESOURCES - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒	5
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒	28
c)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	☐	☐	☐	☒	5

**AGRICULTURAL RESOURCES
DESCRIPTION**

- a-c) **No Impact** - There are no agricultural zones in the project vicinity.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source

III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a)	Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒	26d
b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒	26d
c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒	26d
d)	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒	27e
e)	Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒	27e

AIR QUALITY DESCRIPTION

a-b)

No Impact - The proposed project would involve localized impacts from dust generated by grading, paving and building construction. Construction activities associated with the project, including grading and vehicle travel on unpaved surfaces, would generate air emissions. Fine particulate matter (PM₁₀) is the pollutant of greatest concern with respect to construction activities. These emissions would be mitigated by covering loaded trucks, watering grading activities, sweeping paved surfaces and similar techniques as required by Town ordinances.

c-e)

No Impact - The proposed project would not alter air movement, moisture, or temperature, or cause a temperature change. It would not expose sensitive receptors to substantial pollutant concentrations. It would not create objectionable odors affecting a substantial number of people.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
IV. BIOLOGICAL RESOURCES - Would the project:					
a) Have a substantial adverse effect on either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game of U.S. Fish and Wildlife Services?	☐	☐	☐	☒	5
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Services?	☐	☐	☐	☒	5
c) Have a substantial adverse effect on federally protected wetland as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒	5
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒	5
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☒	☐	☐	5 & 6
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒	5

**BIOLOGICAL RESOURCES
DESCRIPTION**

- a-d&f) **No Impact** - Because the site is largely developed with buildings, structures and pavement, the site does not support any species of designated local significance. There are no species identified as a candidate, sensitive, or special status species known to exist in the project area. There is no riparian habitat or other sensitive natural community within the project vicinity. There are no federally-protected wetlands in or near the project site. The project would not interfere with movement of any native resident migratory fish or wildlife species. There is not habitat conservation plan or natural community conservation plan existing in the project area.
- e) **Potentially Significant Unless Mitigation Incorporation** - The project would result in potentially significant impacts to locally designated heritage trees. Mitigation measures suggested under the Aesthetics topic above calls for replacement of the heritage trees.

Issues		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
V. CULTURAL RESOURCES - Would the project:						
a)	Cause a substantial adverse change in the significant of a historical resource as defined in code 14064.5?	☐	☐	☒	☐	35
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to 14064.5?	☐	☐	☐	☒	20
c)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic features?	☐	☐	☐	☒	21
d)	Disturb any human remains, including those interred outside formal cemeteries?	☐	☐	☐	☒	21

CULTURAL RESOURCES

- a) **Less Than Significant Impact** - Stent Family Hall (formerly Douglass Hall) a building that houses the school administrative functions and classrooms is an historic structure, although not listed on the National Register of Historic Places. The proposed new buildings would not adversely affect the Stent Family Hall and would have no effect on the historic nature of the structure. As indicated in the Aesthetics Section, portable buildings would be placed in the loop drive for temporary classrooms during construction. Those temporary buildings would degrade the view of Stent Hall from Valparaiso Avenue and the main entrance. However, since this is a temporary impact, it is considered less than significant.
- b-d) **No Impact** - The proposed project site is not likely to be located within any sensitive archeological or paleontological resources, as the site is presently developed for schools land use. Therefore, no significant impacts to archaeological resources would be anticipated to occur upon implementation of the proposed project. The proposed project would not cause a physical change that would affect any known unique ethnic cultural values or restrict any existing religious or sacred uses within the project vicinity.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
VI. GEOLOGY AND SOILS - Would the project:					
a) Expose people or structures to potential substantial adverse effects, including the risk or loss, injury, or death involving:	☐	☐	☐	☒	5,23
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒	5,23
ii) Strong seismic ground shaking.	☐	☐	☐	☒	5,23
iii) Seismic-related ground failure, including	☐	☐	☐	☒	5,23
iv) Landslides?	☐	☐	☐	☒	5,23
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒	17
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒	23
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒	23
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒	17

Geology and Soils Description

- a) **No Impact** - According to the Atherton General Plan, the project site does not lie within any Alquist Priolo Special Study Zones, areas designated by the State as active faults. Therefore, the proposed project would not expose people to potential impacts involving surface rupture.

The project site is located in a seismically active region which has experienced many strong earthquakes. The site is shown on the Atherton General Plan as being approximately 2.5 miles east of the San Andreas fault. While there are no known active or potentially active faults within the Town of Atherton, it is subject to periodic, very strong earthquakes which originate either on the San Andreas or from the Hayward and Calaveras faults in the East Bay. The project site has the potential for seismic ground shaking and has experienced such hazards during the 1906 and 1989 earthquakes. The proposed improvements could be disrupted by strong seismic activity, however, this potential impact is avoided by design in accordance with the Seismic Engineering Standards for the Bay Area Region.

The proposed project would neither result in nor expose people to potential impacts involving a seiche, tsunami, or volcanic hazard. USGS studies indicate that the Project Area has no susceptibility to seiches or tsunamis.

Impacts from landslides or mudflows would not occur because the project is located on relatively flat land.

- b) **No Impact** - The project has the potential for soil erosion and loss of topsoil. However, mitigation proposed as part of the project including revegetation with native trees, shrubs and grasses will reduce the impact to less than significant.
- c-d) **No Impact** - The potential for subsidence, liquefaction or damage from expansive soils would be mitigated through appropriate design in accordance with the accepted Engineering Standards.
- e) **No Impact** - Septic tank/drain field wastewater disposal is not required as part of this project.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
VII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:					
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒	16
b) Emit hazardous emissions to handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of the existing proposed school?	☐	☐	☐	☒	16
c) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒	List per CAGC 65962.5
d) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒	15
e) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒	20
f) Impair implementation of or physical interference with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒	13
g) Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?	☐	☐	☐	☒	5

HAZARDS AND HAZARDOUS MATERIALS DESCRIPTION

- a-c) **No Impact** - The proposed project would not utilize hazardous materials or generate hazardous waste. Construction activities would involve the standard use of fuels and lubricants for construction equipment, but would similarly not be expected to utilize hazardous materials or generate hazardous waste. Therefore, the proposed project would not be expected to pose any risk of accidental explosion or release of hazardous substances.
- d-f,h) **No Impact** - There are no hazardous materials or wastes known to currently exist on the subject property and approval of the proposed project would not result in a change in existing land use. The proposed project site, therefore, would not be anticipated to involve the exposure of people to existing sources of potential health hazards or substantially increase fire hazards.
- g) **No Impact** - The project would not interfere with any emergency response or evacuation plans.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
VIII. HYDROLOGY AND WATER QUALITY - What the project:					
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒	4
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted?	☐	☐	☐	☒	No ground water withdrawal proposed
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒	16
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate of amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☐	☒	16
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒	16
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒	16
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒	8

h)	Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒	8
i)	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒	8
j)	Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒	23

HYDROLOGY AND WATER QUALITY

a-j)

No Impact - Wastewater generated by the project would be collected and discharged into the municipal wastewater disposal system. It would not involve depletion of ground water supplies, would slightly alter the existing drainage pattern but would not contribute runoff which would exceed the capacity of the storm drainage system. The Project site does not lie within the 100-year flood hazard area nor would it impede or redirect flood flows. The project area is not subject to inundation by seiche, tsunami, or mudflow and there are no nearby dams. The project plans include landscaping the site so the erosion potential is reduced to a no impact level.

The storm drainage runoff from the new gym, Performing Arts, and Creative Arts Buildings and from the new paved areas will be collected in an underground storm drainage system and retained in a proposed storm retention structure, located underground west of the existing Operations Shops. The retention structure will be designed to avoid contributing runoff in excess of current conditions during peak storm periods.

Issues		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
IX	LAND USE AND PLANNING - Would the project:					
a)	Physically divide an established community?	☐	☐	☐	☒	5
b)	Conflict with any applicable land use plan, policy, or regulation of any agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒	5
c)	Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒	5

LAND USE AND PLANNING

- a) **Less than Significant Impact** – Approval of the proposed project would not change the existing land use. However, it would establish a division line (and boundary wall) between Menlo School and Menlo College. The two schools were originally combined as Menlo School and College. In 1994 the schools separated and entered into a Joint Operation Agreement and a Management Agreement that, among other things, provided for the joint maintenance, operation and use between the College and School of certain academic, athletic and other facilities. Approval of the project would physically divide the School and College communities but the project would not disrupt the joint maintenance, operation and use of facilities between the College and School. Therefore, the potential impact of the division is considered less than significant.
- b) **No Impact** - The proposed project would conform to the adopted Atherton General Plan.
- c) **No Impact** - There is no habitat conservation plan or natural community conservation plan in effect within the proposed project area.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source

X. MINERAL RESOURCES - Would the project:

a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒	23
b)	Result in the loss of availability of a locally - important mineral resource recovery site delineated on a local general plan, specific	☐	☐	☐	☒	23

MINERAL RESOURCES DESCRIPTION

- a-b) **No Impact** - The project site is located in an urban, developed area; therefore, no significant mineral deposits would be expected to occur within the vicinity.

Issues		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
XI.	NOISE - Would the project:					
a)	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒	5,21
b)	Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?	☐	☐	☐	☒	21
c)	A substantial permanent increase in ambient noise level in the project vicinity above the levels existing without the project?	☐	☐	☐	☒	21
d)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐	27f
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒	15, 21
f)	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒	15

NOISE DESCRIPTION

- a-c,d) **No impact** - Implementation of the proposed project would result in intermittent short-term noise impacts resulting from construction related activities. Construction related activities associated with the proposed project include grading, materials delivery, workers on site and structure construction. Construction activities would be limited to the day-time hours; however, since the proposed development would be required to comply with the Town of Atherton Noise Ordinance, impacts will be short term and less than significant.
- d) **Less Than Significant Impact** - The project would result in intermittent short-term noise impacts resulting from building demolition, tree removal and building construction activities. These activities would increase the ambient noise level in the neighborhood. Construction activities would be limited to day-time hours however, residents in the immediate vicinity would be effected by noise on a short-term basis. Construction related noise impacts would not be considered significant, however, since the proposed project would be required to comply with the Town of Atherton's Noise Ordinance. Upon completion of the removal activities, ambient noise levels would return to existing levels.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
XII. POPULATION AND HOUSING - Would the project:					
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒	5
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☒	☐	5
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒	5

POPULATION AND HOUSING DESCRIPTION

- a) **No Impact** - The proposed project would not induce population growth because the current student enrollment would not increase. The project is anticipated to result in minor employment increases, however, this would not substantially affect population growth.
- b&c) **Less than Significant Impact** - The project would result in the demolition of seven units of faculty housing currently rented at affordable rates. The faculty members living in these units will be required to obtain housing at another location. However, the Menlo School Master Plan provides a site for replacement and expansion of the faculty housing on-site. Therefore, this potential impact is less than significant.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
XIII. PUBLIC SERVICES - Would the project:					
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable services ratios, response times or other performance objectives for any of the public services.	☐	☐	☐	☒	5
i. Fire protection	☐	☐	☐	☒	9
ii. Police protection	☐	☐	☐	☒	13
iii. Schools	☐	☐	☐	☒	14
iv. Parks	☐	☐	☐	☒	36
v. Other Public Facilities	☐	☐	☐	☒	21

PUBLIC SERVICES DESCRIPTION

- a) **No Impact** - Since the proposed project would not increase population, the demand for other governmental services would not be affected as a result of the proposed project.

Issues		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
XIV	RECREATION - Would the project:					
a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒	36
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒	No recrea- ational facilities included in project.

RECREATION DESCRIPTION

- a-b) **No Impact** - The proposed project would not increase the demand for neighborhood or regional parks or other recreational facilities because it would not affect population growth or distribution. There are no public recreational facilities located at the project site that could be adversely impacted by the project.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
XV. TRANSPORTATION/TRAFFIC - Would the project:					
a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	☐	☒	☐	☐	21
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒	10
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒	15
d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	☐	☐	☐	☒	10
e) Result in inadequate emergency access?	☐	☐	☐	☒	10
f) Result in inadequate parking capacity?	☐	☒	☐	☐	10
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g. bus turnouts, bicycle racks)?	☐	☐	☐	☒	5

a,f)

Potentially Significant Unless Mitigation Incorporated - An analysis of the traffic impacts of the several components of the Menlo School Master Plan were prepared by Kimley-Horn and Associates and presented in a report entitled, "Draft Report - Upper School Traffic Impact Analysis," March 31, 2003. In the analysis, three land use scenarios were identified as "Temporary Upper School," "Permanent Upper School," and "Master Plan." The conclusion of the analysis regarding the Upper School was that upon completion of that facility, traffic conditions would return to the existing state, with similar traffic distribution to the main driveway and - in the a.m. peak hour - the east driveway for inbound school traffic only. The only traffic change was the expected construction of the new traffic signal at Valparaiso/University. That signal was subsequently installed and is currently operational. Traffic conditions at the Valparaiso/University intersection were estimated assuming that it was signalized.

The analysis of the potential impacts of the Master Plan included two "new" uses at the School. These were.

- a. A new gymnasium with seating scenarios of 500 and 1000 seats.
- b. A new auditorium (performing arts center) with seating scenarios of 220 and 350 seats.

The conclusion of the analysis regarding the Master Plan was:

- a. Since the school has no plan to increase enrollment, it was assumed that the Master Plan will not generate a significant increase in daytime traffic levels unless a major new activity center is created.
- b. The gymnasium and auditorium are replacements of existing facilities now shared with the College.
- c. Based on these kinds and magnitudes of School events in current facilities, virtually all events of any significant size will be held during the evening hours well outside the peak periods of study.
- d. Gymnasium and auditorium events are not anticipated to increase daytime traffic at the school.

Other findings contained in the analysis are listed below:

- a. With respect to construction traffic, the off-haul of earth material, even though anticipated to occur during the summer when school is not in session, is considered a significant impact.
- b. The construction traffic generated by the crew and equipment is also considered a significant impact.
- c. The amount of on-site parking available for students, faculty and construction crew is insufficient and is considered a significant impact.

Mitigation measures are recommended to reduce the impacts to a level of insignificance. Those measures, in general, would require off-site parking for part or all of the construction workers and a shuttle for workers parked off-site to or from the school. It would also require traffic control/flagging personnel to manage traffic. School staff would also be required to manage the traffic associated with pick-up and drop-off operations.

An independent peer review of the Kimley-Horn Study was conducted by Hexagon Transportation Consultants for the Town of Atherton. Hexagon concurred with the findings and recommended mitigation measures of the Kimley-Horn Report. Hexagon further stated that they do not believe that any further traffic analysis is necessary.

b-e&g) **No Impact** - The project would not exceed the level of service standard established by the San Mateo County Congestion Management Agency for any designated roads or highways. The project would not change air traffic patterns. The project would not substantially increase hazards due to design features. The project would not result in inadequate emergency access. The project would not conflict with adopted policies, plans, or programs supporting alternative transportation.

Mitigation Measures

Transportation/Traffic

1. To mitigate potential traffic and parking impacts during construction require the contractor to identify off-site parking for part or all of the workers' vehicles to offset the impacts of construction traffic added at the main driveway. Also require the contractor to shuttle workers parked off-site to and from the school.
2. To mitigate potential impacts associated with drop-off and pick-up of students while the temporary buildings are in operation and develop a detailed plan for operation of the parking area during drop-off and pick-up times which may include removal of or restriction of parking spaces during peak times to create room for multiple drop-off lanes. Loss of parking on-site can be mitigated by the provision of off-site parking with a shuttle.
3. To mitigate potential traffic impacts during dirt haul operations require the contractor to develop a detailed traffic management plan to control off-haul and crew traffic at the east driveway, including traffic controls/flagging personnel to manage traffic flows effectively during the morning school access hours and construction hours.
4. To mitigate potential effects of incremental traffic growth, condition the Use Permit with a limit on the maximum total enrollment at Menlo School of approximately 750 students.

Issues		Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source
XVI. UTILITIES & SERVICE SYSTEMS -						
Would the project:						
a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.	☐	☐	☐	☒	4
b)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒	10
c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒	10
d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒	10
e)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒	5
f)	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒	10
g)	Comply with federal, state and local statutes and regulations related to solid waste.	☐	☐	☐	☒	5

**UTILITIES & SERVICES SYSTEMS
DESCRIPTION**

- a-g) **No Impact** - The proposed project would not result in a need for new systems or supplies or substantial alterations to power and natural gas, communications, water treatment or distribution facilities, sewer, storm water drainage, solid waste disposal or water supplies, which will continue to be provided by the existing service providers.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact	Source

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or a wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or pre-history?	☐	☐	☐	☒	21
b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	☒	21
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒	21

MANDATORY FINDINGS OF SIGNIFICANT DESCRIPTION

a)	No Impact - The project would not degrade the quality of the environment. The project would not substantially reduce the habitat of a fish or wildlife species or cause such species to drop below self-sustaining levels. The project would not reduce the number or restrict the range of a rare or endangered plant or animal. Historic or prehistoric resources are not present in the project vicinity.	
b)	No Impact - The project does not have impacts that are individually limited, but cumulatively considerable.	
c)	No Impact - The proposed project would not have environmental effects that would cause substantial adverse effects on human beings either directly or indirectly.	32

SOURCES

1. California Environmental Quality Act (CEQA)
2. State Planning and Zoning Law
3. Subdivision Map Act
4. National Pollution Discharge Elimination System (NPDES) Permit
5. General Plan
6. Municipal Zoning Code
7. Specific Plan
8. Composite Flood Hazard Areas - HUD National Flood Insurance Program
9. Menlo Park Fire Protection District
10. City Engineer
11. City Planner
12. Geologic Consultant
13. Police Department
14. School District
15. Airport Land Use Committee Plans
16. Project Plans and Reports
17. Soils Report
18. Environmental Impact Report
19. Environmental Checklist
20. Field Inspection
21. Experience with other projects of this size and nature
22. Aerial Photography
23. USGS Data Contribution
24. USGS Quadrangle Maps
25. San Mateo County Rare and Endangered Species Maps
26. Federal Environmental Standards
 - a) Water Quality Standards 40 CFR 120
 - b) Low-Noise Emission Standards 40 CFR 203
 - c) General Effluent Guidelines & Standards 40 CFR 401
 - d) National Primary & Secondary Ambient Air Quality Standards 40 CFR 50
27. State Federal Environmental Standards
 - e) Ambient Air Quality Standards
 - f) Noise Levels for Construction Equipment
28. Williamson Act Maps
29. Bay Area Air Pollution Control District Air Pollution Isopleth Maps
30. California Natural Areas Coordinating Council Maps
31. Census
32. City Geological Map
33. Phase 1 Preliminary Environmental Site Assessment
34. Traffic Statement
35. Historical Resource Inventory
36. Parks and Recreation Department
37. Draft Housing Element

MITIGATION MEASURES

Mitigation Measures

Aesthetics - 1: Implement a tree replacement program as required by the Atherton Municipal Code Chapter 8.10 which results in the replacement of the existing trees to the satisfaction of the Town Arborist.

Transportation/Traffic

1. To mitigate potential traffic and parking impacts during construction require the contractor to identify off-site parking for part or all of the workers' vehicles to offset the impacts of construction traffic added at the main driveway. Also require the contractor to shuttle workers parked off-site to and from the school.
2. To mitigate potential impacts associated with drop-off and pick-up of students while the temporary buildings are in operation and develop a detailed plan for operation of the parking area during drop-off and pick-up times which may include removal of or restriction of parking spaces during peak times to create room for multiple drop-off lanes. Loss of parking on-site can be mitigated by the provision of off-site parking with a shuttle.
3. To mitigate potential traffic impacts during dirt haul operations require the contractor to develop a detailed traffic management plan to control off-haul and crew traffic at the east driveway, including traffic controls/flagging personnel to manage traffic flows effectively during the morning school access hours and construction hours.
4. To mitigate potential effects of incremental traffic growth, condition the Use Permit for the Upper School reconstruction with a limit on the maximum total enrollment at Menlo School of approximately 750 students.

LIST OF PREPARERS

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Neal Martin and Associates

ATTACHMENTS

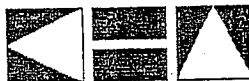
1. Menlo School Phase III Conditional Use Permit Application, Kevin Hart Architecture, 9/6/07
2. Draft Report - Upper School Traffic Impact Analysis, Kimley-Horn and Associates, Inc. , March 31, 2003.
3. Peer Review of Menlo School Traffic Study, Hexagon Transportation Consultants, August 29, 2007.

DRAFT REPORT

UPPER SCHOOL TRAFFIC IMPACT ANALYSIS

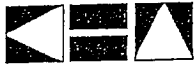
Prepared for
Menlo School

Prepared by



Kimley-Horn
and Associates, Inc.

March 31, 2003



Kimley-Horn
and Associates, Inc.

Introduction

Kimley-Horn and Associates was engaged by Menlo School to conduct a traffic impact analysis of the proposed Upper School replacement project. This report presents the procedures and findings of this analysis.

Background

Menlo School plans to enhance its campus by replacing the existing Upper School with state of the art facilities. This relatively fast-track project would house the Upper School in temporary classrooms during the 2003-2004 school year while the new buildings were constructed.

The project requires a Conditional Use Permit from the Town of Atherton. A traffic analysis is required to support the application for the permit.

Purpose and Scope of Analysis

The purpose of this analysis is to identify potential traffic and parking impacts of the Upper School project, including those related to construction, and define possible mitigations for any significant impacts identified. The scope of work included reviews of previous relevant studies, estimation of traffic generation and parking demand for several use scenarios, estimation of traffic impacts at the intersection of Valparaiso Avenue and University Drive, and evaluation of on-site parking impacts.

Report Organization

The remaining sections of this report are organized as follows:

- Existing Setting;
- Potential Project Impacts;
- Mitigation Measures.



Existing Setting

This section summarizes the Menlo School campus with respect to existing land use, site access and circulation, and parking conditions.

Land Use

Menlo School is comprised of the following components: a Middle School (Grades 6 through 8) and an Upper School (Grades 9 through 12), housed in a number of one and two-story buildings; Stent Hall; a semi-enclosed Sports Court and temporary lockers; maintenance facilities; and a small residential compound known as Douglass Village. The School also shares three buildings with Menlo College, including the Florence Moore auditorium, the gymnasium at Haynes-Prim Pavilion, and the Dining Hall. Finally, the School and College share the Wunderlich and Cartan athletic fields and tennis courts. Enrollment is approximately 750 students. The faculty totals 150. **Figure 1** highlights the Menlo School land uses.

Site Access and Circulation

The primary access point for Menlo School is its main driveway on Valparaiso Avenue adjacent to University Drive. This intersection is controlled by four-way stop signs. Secondary access (entry and service only) is provided via the driveway along the east property line, and student/staff access is only available at this point during a single hour on school days, between 7:30 a.m. and 8:30 a.m. This driveway is uncontrolled. An emergency access/fire lane is located off of Valparaiso Avenue along the west property line, and via Alejandra Avenue.

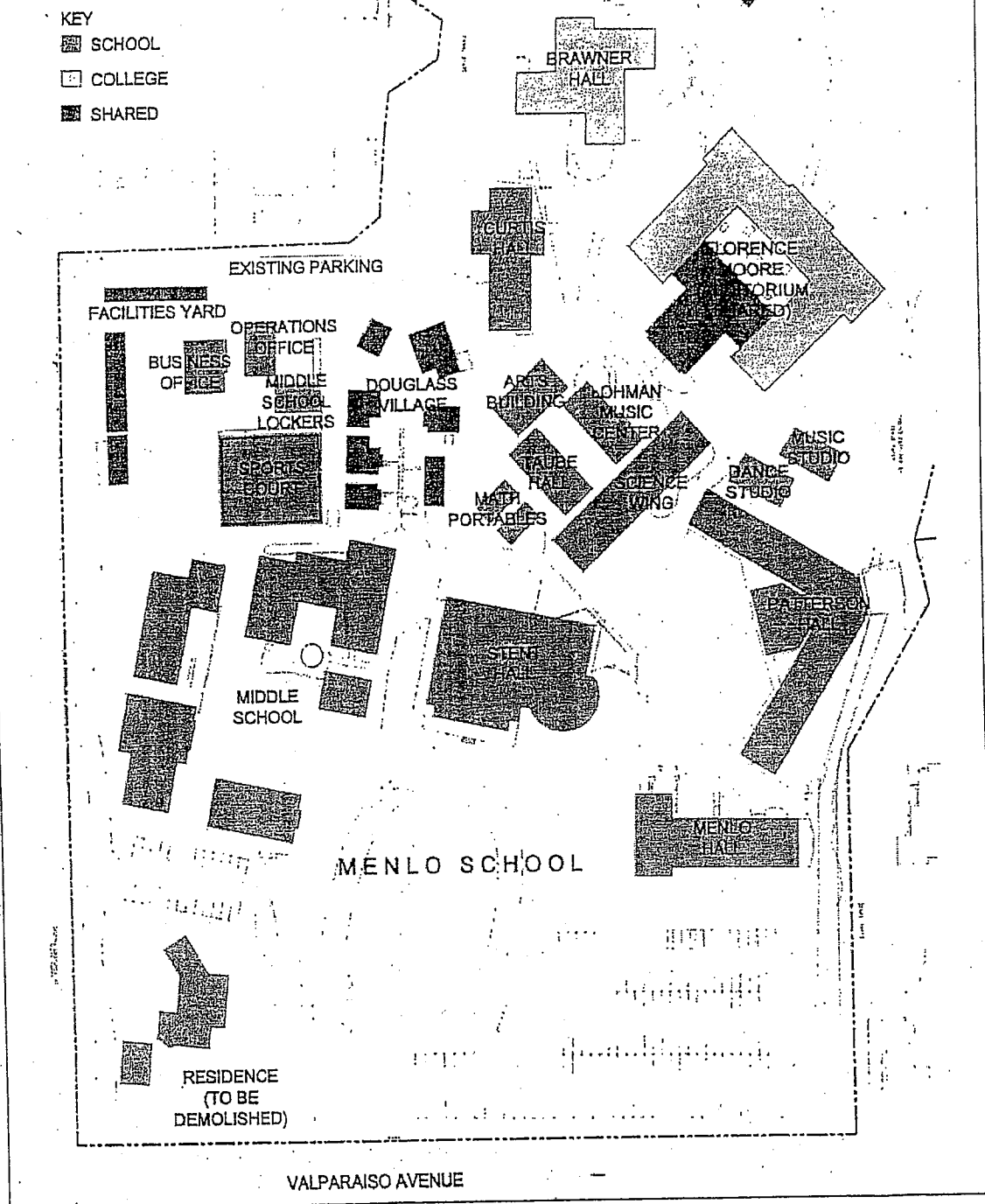
Drop-off zones for the Middle School and Upper School are provided on the loop road, west and east of Stent Hall, respectively.

Traffic Conditions at Main Driveway

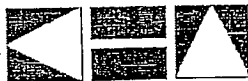
Operating conditions experienced by drivers are described in terms of Level of Service (LOS), which is a qualitative measure of factors such as delay, speed, travel time, freedom to maneuver, and driving comfort and convenience. Levels of service are represented by a letter scale from LOS A to LOS F, with LOS A representing the best performance and LOS F representing the poorest performance. **Table 1** relates the operational characteristics associated with each level of service category for both signalized and unsignalized intersections.

Menlo School Campus Master Plan

EXISTING LAND USE



Title: Existing Land Use



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Project:

Upper School Traffic Impact Analysis

Date:

Scale:
N/A

Project No.

Figure:
1



Table 1 – Intersection Level of Service Definitions

LOS	DESCRIPTION	SIGNALIZED (Avg. control delay per vehicle (sec./veh.))	UNSIGNALIZED (Avg. control delay per vehicle sec./veh.)
A	Free flow with no delays. Users are virtually unaffected by others in the traffic stream	10	10
B	Stable traffic. Traffic flows smoothly with few delays.	10 – 20	10 – 15
C	Stable flow but the operation of individual users becomes affected by other vehicles. Modest delays.	20 – 35	15 – 25
D	Approaching unstable flow. Operation of individual users becomes significantly affected by other vehicles. Delays may be more than one cycle during peak hours.	35 – 55	25 – 35
E	Unstable flow with operating conditions at or near the capacity level. Long delays and vehicle queuing.	55 – 80	35 – 50
F	Forced or breakdown flow that causes reduced capacity. Stop and go traffic conditions. Excessive long delays and vehicle queuing.	80	50

Source: Transportation Research Board, *Highway Capacity Manual 2000*, National Research Council, 2000.

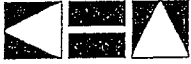
Traffic analysis was completed using Highway Capacity Software, based on the methodology of the *Highway Capacity Manual*.

At the Valparaiso/University entrance, peak hour LOS was calculated for the school peak hours of 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 4:00 p.m. The results are listed below:

- A.M. peak hour: LOS E (average delay = 44.0 sec./veh.)
- P.M. peak hour: LOS F (average delay = 57.8 sec./veh.).

Operations at this intersection are therefore unstable and forced, characterized by significant delays and queuing.

Based on the intersection counts used in the intersection analysis, peak hour traffic generation using the main driveway was estimated to be 580 vehicles per hour in the a.m. peak hour (7:00 a.m. to 8:00 a.m.), and 550 vehicles per hour in the p.m. peak hour (3:00 p.m. to 4:00 p.m.). Based on traffic counts conducted for the School in February, 2003, it was estimated that approximately 430 vehicles per hour enter the site via the east driveway. Therefore, total existing traffic generation of Menlo School via Valparaiso was estimated to be 1010 vehicles per hour in the a.m. peak hour and 550 vehicles per hour in the p.m. peak hour.



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Parking Supply and Demand

There are a total of 206 parking spaces in the main parking lot off Valparaiso Avenue (including the loop drive), available for use by students (grades 11 and 12 only), faculty, and visitors. Another 138 spaces are dedicated to Menlo School staff and distributed in several small lots. This analysis focuses on the main parking lot supply, where Upper School parking is provided.

Based on observation, the main lot is routinely full or nearly full. Peak parking demand was estimated to be 185 to 195 spaces, or approximately 90 to 95% of total supply.



Potential Project Impacts

This section provides an overview of the traffic impact analysis scenarios and summarizes estimated traffic and parking impacts for each, including construction impacts.

Analysis Scenarios

Three land use scenarios were defined and evaluated, two addressing the Upper School replacement project and one addressing the proposed land use plan in the Menlo School Master Plan. These are summarized below.

- *Temporary Upper School:* As illustrated in **Figure 2**, temporary classrooms will be installed on the loop and selected other sites outside of the Permanent Upper School site to house Upper School facilities during the 2003-2004 school year. No change in enrollment is expected. To support the Temporary Upper School, a new 100-space temporary parking lot will be constructed on the southwest corner of the School site in place of the existing house there. Finally, the main lot will be modified to shift its north boundary south, and re-striped to maximize parking space count. The loop would be closed, and the school intends to temporarily relocate the drop off locations to the west end of the main parking lot.

With respect to traffic impacts, the intersection of Valparaiso and University was analyzed assuming two control types: 1) the existing unsignalized condition; and 2) signalized, which reflects the agreement between the City of Menlo Park and Town of Atherton to construct a new signal at this location (the project will go to bid this spring according to City of Menlo Park staff (personal communication, Jamal Rahimi, March 25, 2003)).

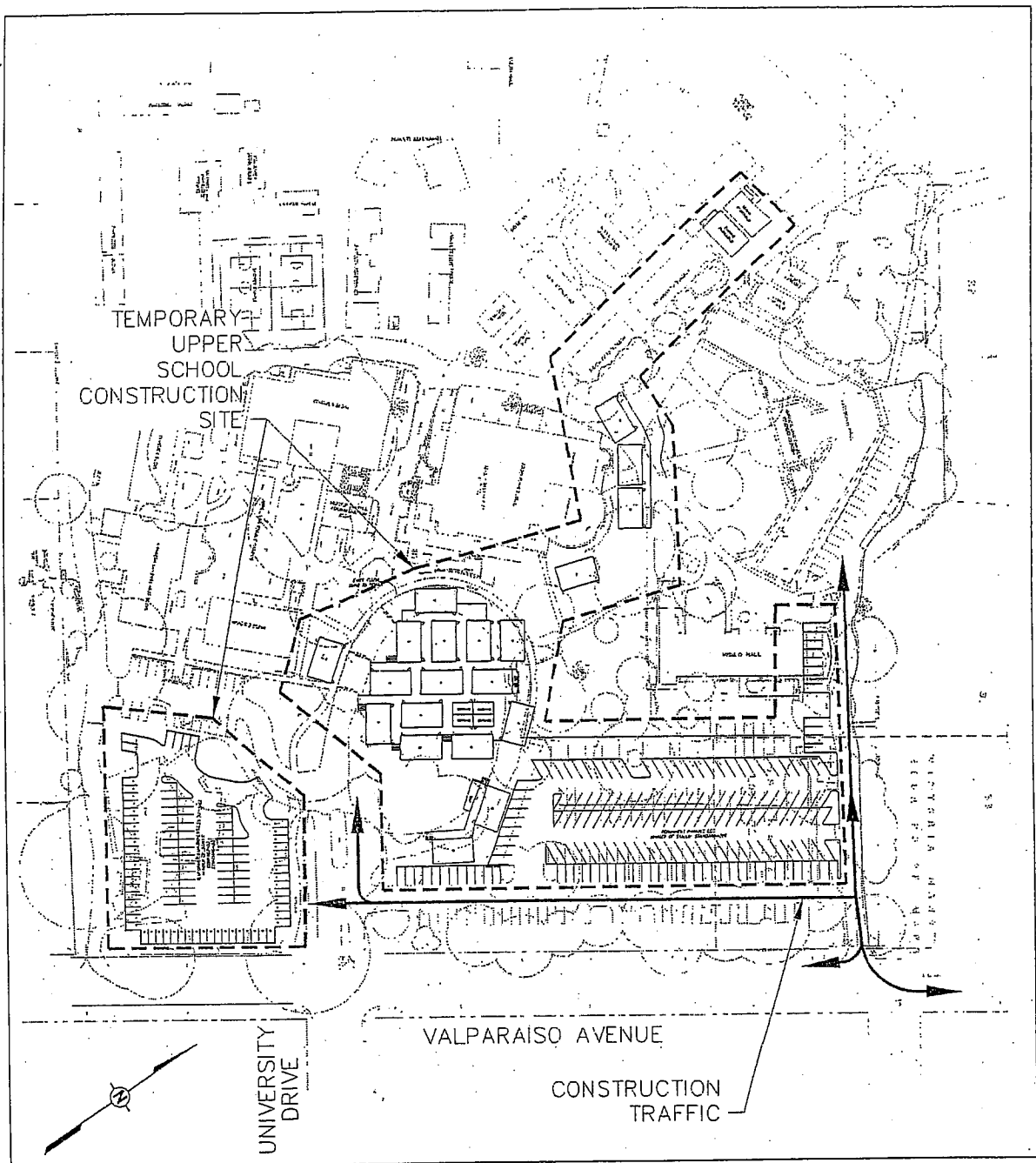
Construction traffic impacts were also addressed, assuming 1) construction traffic will enter and leave the site via the east driveway and 2) student / faculty / visitor traffic may still enter via the east driveway in the morning peak hour. The School intends to require the contractor to provide a flagger at this location during the school access hour to minimize traffic conflicts between construction vehicles and School vehicles. This situation is illustrated in **Figure 3**.

- *Permanent Upper School:* This condition reflects the replacement of the Upper School facilities and a return to existing traffic circulation and parking patterns. The temporary parking lot at the southwest corner of the site will be removed and its site returned to a landscaped condition. No change in enrollment is expected.
- *Master Plan:* This scenario addressed the Proposed Land Use Plan illustrated in **Figure 4**. In short, no change in enrollment is expected, and the principal "new" elements of the Master Plan are a gymnasium to replace the Sports Court and the shared facility with the College, and performing arts facilities,



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including an auditorium to replace the Florence Moore auditorium shared with the College.



Title: Construction of Temporary Upper School



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Project:

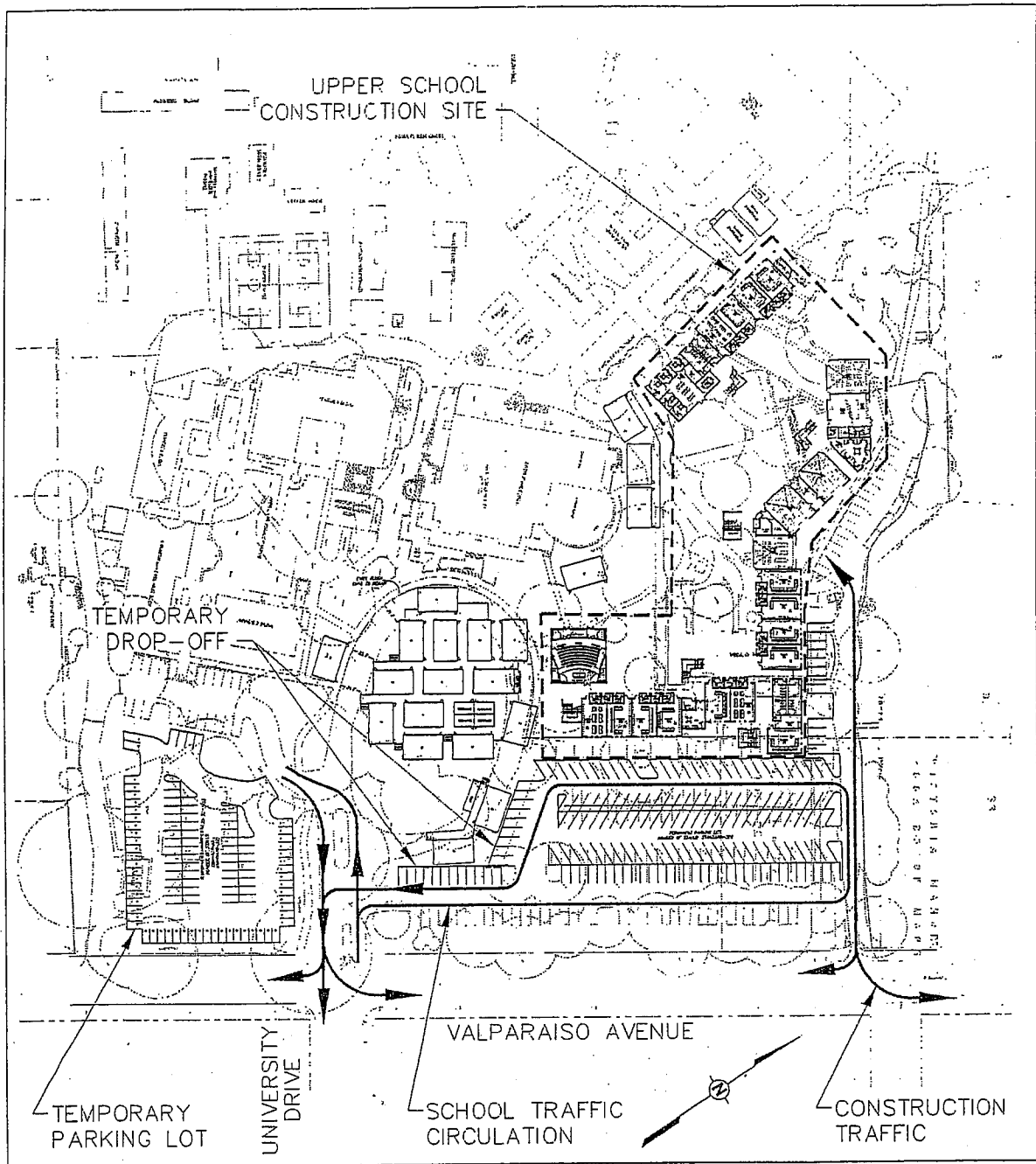
Upper School Traffic Impact Analysis

Date:

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Figure:
2



Title: Construction of Permanent Upper School



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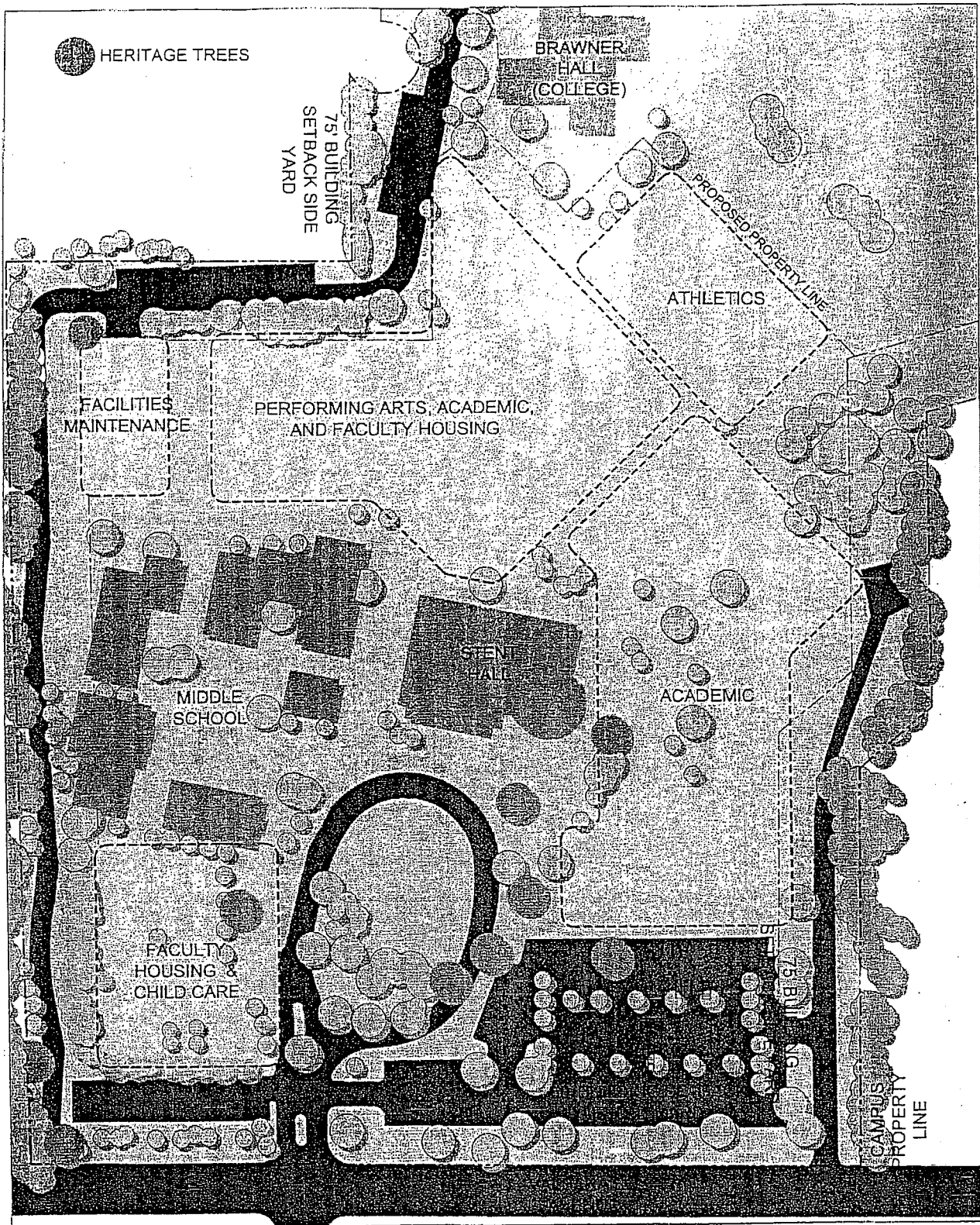
Upper School Traffic Impact Analysis

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3



Title: **Proposed Land Use Plan (2003 Master Plan Update)**



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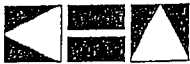
Upper School Traffic Impact Analysis

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4



Estimated Traffic Impacts

Temporary Upper School

Given that enrollment will not change from current level and school access will be maintained as existing, the only notable traffic impacts relate the addition of construction traffic.

With respect to construction traffic, there will be two major components: off-haul of earth excavated for the Upper School basement; and construction workers employed on the Upper School project. The School acquired an estimate of the off-haul requirement from the contractor that indicated approximately 70 truckloads (140 truck trips) per day for three workweeks. This translates into approximately 18 truck trips per hour over the proposed 8-hour workday (7:30 a.m. to 3:30 p.m.). The proposed haul route is Valparaiso Avenue to El Camino Real, then to either San Antonio Road or Woodside Road to connect to I-280 or Highway 101. According to the conceptual construction schedule provided by the contractor this activity would occur during the summer of 2003 *when school is not in session*.

Based on the conceptual construction schedule, crew size would range from 20 to 50 workers for the first six months of construction, increase substantially for the next six months (ranging from 57 to 186 between December 2003 and June 2004), and drop back down to under 50 for the duration of construction. This evaluation focused on the "middle" six months when crew size would average approximately 130 workers. Assuming 1.2 workers per vehicle, the average peak hour traffic generation would equate to approximately 108 vehicles per hour (108 vehicles per hour inbound to the site in the a.m., 108 vehicles per hour outbound in the p.m.). Assuming that 60% of the workers arrive from the west and 40% arrive from the east, using Valparaiso Avenue, approximately 65 vehicles would enter the site via left turn and 43 vehicles would enter via right turn, and the eastbound crew vehicles would be added to the Valparaiso/University intersection in both peak hours.

Permanent Upper School

Upon completion of the Upper School and removal of the temporary facilities, it was assumed that traffic conditions would return to the existing state, with similar traffic distribution to the main driveway and -- in the a.m. peak hour -- the east driveway for inbound School traffic only. The only traffic change expected is the anticipated construction of the new traffic signal at Valparaiso/University. Therefore, intersection traffic conditions at this Valparaiso/University intersection were estimated assuming it was signalized.



Master Plan

To gauge the potential impacts of the Master Plan, this analysis focused on two *very conceptual* definitions of two "new" uses at the School -- the Gymnasium and the Auditorium. Given the School has no plan to increase enrollment, it is safe to assume the Master Plan will not generate a significant increase in daytime traffic levels unless a major new activity center is created -- hence the focus on the Gymnasium and Auditorium. However, it is understood that these uses are truly replacements of existing facilities now shared with the College and, based on the kinds and magnitudes of School events in current facilities, it is assumed that virtually all events of any significant size will be held during the evening hours well outside the peak periods of study.

Gymnasium

Approximately 155 School events per year are held in the 500-seat Gymnasium, ranging in maximum attendance from 75 persons (30 events per year) to 400 persons (40 events per year). Assuming vehicle occupancy of approximately 3 persons per vehicle, these events generate between 50 and 270 vehicle trips each. Given that events usually last over one hour, these values translate into "peak event hour" trips of 25 to 135 vehicle trips per hour.

If the School built a 500-seat Gymnasium as a result of the Master Plan, traffic generation was estimated to be equal to existing values. If the School built a bigger Gymnasium, of say 1,000 seats, and promoted its events, traffic generation would be expected to double over existing, to 50 to 270 vehicle trips per hour (during the "peak event hour"). In either case, Gymnasium events are not anticipated to increase daytime traffic at the School.

Auditorium

Approximately 23 School evening events per year are held in the 220-seat Auditorium, ranging in maximum attendance from 120 persons (2 weekend events per year) to 200 persons (15 evening events per year). Assuming vehicle occupancy of approximately 3 persons per vehicle, these events generate between 80 and 140 vehicle trips each. Given that events usually last over one hour, these values translate into "peak event hour" trips of 40 to 70 vehicle trips per hour.

If the School built a 220-seat Auditorium as a result of the Master Plan, traffic generation was estimated to be equal to existing values. If the School built a bigger Auditorium, of say 350 seats, and promoted its events, traffic generation would be expected to increase over existing level, to 60 to 110 vehicle trips per hour (during the "peak event hour"). In either case, Auditorium events are not anticipated to increase daytime traffic at the School.

Summary of Traffic Impacts

Table 2 summarizes estimated levels of service at the intersection of Valparaiso Avenue and University Avenue under the scenarios described above.



Table 2 - Estimated Traffic Conditions at Valparaiso/University

SCENARIO	ESTIMATED LEVEL OF SERVICE LOS (Delay (sec./veh.))		SIGNIFICANT IMPACT?
	a.m. peak hour	p.m. peak hour	
Existing	E (44.0)	F (57.8)	
Temporary - Unsignalized	F (56.5)	F (67.9)	YES - a.m.
Temporary - Signalized	D (41.7)	C (29.9)	
Permanent - Signalized	D (35.1)	C (26.5)	
Future - Signalized	D (35.1)	C (26.5)	

The impact under the Temporary - Unsignalized case is considered significant in the a.m. peak hour because the LOS changes from E to F.

With respect to construction traffic, the off-haul of earth material, even though anticipated to occur during the summer when school is not in session, is considered a significant impact. Also, the construction traffic generated by the crew and equipment is also considered significant.

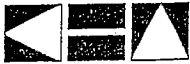
Estimated Parking Impacts

Temporary Upper School

The estimated peak parking demand at the School, which will occur during construction of the Upper School, is estimated to be 350 spaces (195 existing peak demand plus peak construction crew demand of 155 spaces at the peak of construction (3-4 weeks in duration) (based on the formulation presented in "Estimated Traffic Impacts" above)). Given that total supply on site will be approximately 296 spaces (196 main lot, 100 temporary lot), there will be a short-term deficit of approximately 54 spaces. In addition, the temporary drop off zone at the west end of the main parking lot will displace approximately 12 parking spaces. This will increase the short-term deficit cited above to approximately 66 spaces. *This is considered a significant impact.*

Permanent Upper School

The estimated peak parking demand under this scenario was estimated to be equivalent to existing conditions, or 185 to 195 parking spaces. Compared to the projected supply of 206 spaces, there will be a small surplus of parking.



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Master Plan

Following the assumptions and logic set forth for this scenario under "Potential Traffic Impacts" above, it is anticipated that the "new" Master Plan uses, Gymnasium and Auditorium, will not generate any new daytime parking demand.

Gymnasium

Existing "peak event hour" demand at the Gymnasium was estimated to be 25 to 135 parking spaces depending on event (equivalent to inbound "peak event hour" traffic volumes). If the School built a 500-seat Gymnasium, which is the same size as the existing one, peak event hour demand would be equal to existing conditions. If the School built a larger Gymnasium, of say 1,000 seats, peak event hour demand would be expected to double over existing conditions, to approximately 50 to 270 parking spaces.

Auditorium

Existing "peak event hour" demand at the Auditorium was estimated to be 40 to 70 parking spaces depending on event (equivalent to inbound "peak event hour" traffic volumes). If the School built a 220-seat Gymnasium, which is the same size as the existing one, peak event hour demand would be equal to existing conditions. If the School built a larger Gymnasium, of say 350 seats, peak event hour demand would be expected to increase proportionally over existing conditions, to approximately 60 to 110 parking spaces.



Mitigation Measures

Summarized below are potential mitigation measures for significant impacts identified in the previous section.

Mitigation Measures for Project Traffic Impacts

The following points summarize potential mitigations for the significant traffic impacts identified.

1. Scenario: Temporary Upper School, Unsignalized - a) Require the contractor to identify off-site parking for part or all of the workers' vehicles to offset the impacts of construction traffic added at the main driveway. Also require to contractor to shuttle workers parked off-site to and from the School.
2. Scenario: Temporary Upper School - Require the contractor to develop a detailed traffic management plan to control off-haul and crew traffic at the east driveway, including traffic control / flagging personnel to manage traffic flows effectively during the morning school access hour and construction hours.

Mitigation Measures for Project Parking Impacts

The following points summarize potential mitigations for the significant parking impact identified.

1. Scenario: Temporary Upper School - Create a specific parking plan for construction workers, consisting of on-site facilities and off-site facilities. This plan should require the contractor to identify off-site facilities for workers' vehicles that cannot be parked on-site, and shuttle the affected workers to and from the School. In addition, this plan should address the parking impact created by the temporary drop-off zone. Finally, the School must actively manage and monitor the temporary circulation and parking system to minimize conflicts and internal congestion and maximize safety.

DRAFT REPORT

UPPER SCHOOL TRAFFIC IMPACT ANALYSIS

Appendix - Intersection LOS Analysis Worksheets

Prepared for
Menlo School

Prepared by



Kimley-Horn
and Associates, Inc.

March 31, 2003

EXISTING - ALL WAY STOP - AM

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ALL-WAY STOP CONTROL ANALYSIS

General Information				Site Information	
Analyst	PJK/SBA			Intersection	Valparaiso & University
Agency/Co.	KHA			Jurisdiction	Atherton
Date Performed	3/25/2003			Analysis Year	2001
Analysis Time Period	AM Peak			Project ID	Menlo School/DKS ValCor #'s

East/West Street: Valparaiso

North/South Street: University

Volume Adjustments and Site Characteristics

Approach	Eastbound			Westbound		
	L	T	R	L	T	R
Movement						
Volume	188	382	104	102	407	40
%Thrus Left Lane	50			50		

Approach	Northbound			Southbound		
	L	T	R	L	T	R
Movement						
Volume	87	97	30	77	65	115
%Thrus Left Lane	50			50		

	Eastbound		Westbound		Northbound		Southbound	
	L1	L2	L1	L2	L1	L2	L1	L2
Configuration	L	TR	L	TR	LTR		LT	R
PHF	1.00	1.00	1.00	1.00	1.00		1.00	1.00
Flow Rate	188	486	102	447	214		142	115
% Heavy Vehicles	0	0	0	0	0		0	0
No. Lanes	2		2		1		2	
Geometry Group	5		5		4b		5	
Duration, T	0.25							

Saturation Headway Adjustment Worksheet

Prop. Left-Turns	1.0	0.0	1.0	0.0	0.4		0.5	0.0
Prop. Right-Turns	0.0	0.2	0.0	0.1	0.1		0.0	1.0
Prop. Heavy Vehicle	0.0	0.0	0.0	0.0	0.0		0.0	0.0
hLT-adj	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
hRT-adj	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6
hHV-adj	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7
hadj, computed	7.86	7.86	7.86	7.86	7.86		7.86	7.86

Departure Headway and Service Time

hd, initial value	3.20	3.20	3.20	3.20	3.20		3.20	3.20
x, initial	0.17	0.43	0.09	0.40	0.19		0.13	0.10
hd, final value	7.86	7.86	7.86	7.86	7.86		7.86	7.86
x, final value	0.41	1.02	0.23	0.96	0.51		0.35	0.26
Move-up time, m	2.3		2.3		2.3		2.3	
Service Time	5.6	5.2	5.6	5.2	5.6	5.2	5.6	5.2

Capacity and Level of Service

	Eastbound		Westbound		Northbound		Southbound	
	L1	L2	L1	L2	L1	L2	L1	L2
Capacity	438	486	352	465	412		392	365
Delay	15.93	72.64	13.01	59.84	19.85		16.29	13.70
LOS	C	F	B	F	C		C	B
Approach: Delay	56.82		51.14		19.85		15.13	
LOS	F		F		C		C	
Intersection Delay	43.98							
Intersection LOS	E							

EXISTING - ALL WAY STOP - PM

Page 1 of 1

ALL-WAY STOP CONTROL ANALYSIS								
General Information					Site Information			
Analyst	PJK/SBA				Intersection	Valparaiso & University		
Agency/Co.	KHA				Jurisdiction	Atherton		
Date Performed	3/25/2003				Analysis Year	2001		
Analysis Time Period	PM Peak				Project ID	Menlo School/DKS ValCor #s		
East/West Street: Valparaiso					North/South Street: University			
Volume Adjustments and Site Characteristics								
Approach	Eastbound				Westbound			
Movement	L	T	R		L	T	R	
Volume	92	355	101		44	377	79	
%Thrus Left Lane	50				50			
Approach	Northbound				Southbound			
Movement	L	T	R		L	T	R	
Volume	154	56	83		101	58	165	
%Thrus Left Lane	50				50			
	Eastbound		Westbound		Northbound		Southbound	
	L1	L2	L1	L2	L1	L2	L1	L2
Configuration	L	TR	L	TR	LTR		LT	R
PHF	1.00	1.00	1.00	1.00	1.00		1.00	1.00
Flow Rate	92	456	44	456	293		159	165
% Heavy Vehicles	0	0	0	0	0		0	0
No. Lanes	2		2		1		2	
Geometry Group	5		5		4b		5	
Duration, T	0.25							
Saturation Headway Adjustment Worksheet								
Prop. Left-Turns	1.0	0.0	1.0	0.0	0.5		0.6	0.0
Prop. Right-Turns	0.0	0.2	0.0	0.2	0.3		0.0	1.0
Prop. Heavy Vehicle	0.0	0.0	0.0	0.0	0.0		0.0	0.0
hLT-adj	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
hRT-adj	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6
hHV-adj	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7
hadj, computed	8.64	8.64	8.64	8.64	8.64		8.64	8.64
Departure Headway and Service Time								
hd, initial value	3.20	3.20	3.20	3.20	3.20		3.20	3.20
x, initial	0.08	0.41	0.04	0.41	0.26		0.14	0.15
hd, final value	8.64	8.64	8.64	8.64	8.64		8.64	8.64
x, final value	0.22	1.05	0.11	1.06	0.72		0.41	0.39
Move-up time, m	2.3		2.3		2.3		2.3	
Service Time	6.3	6.0	6.3	6.0	6.3	6.0	6.3	6.0
Capacity and Level of Service								
	Eastbound		Westbound		Northbound		Southbound	
	L1	L2	L1	L2	L1	L2	L1	L2
Capacity	342	456	294	456	404		381	414
Delay	13.77	86.00	12.40	88.67	31.22		18.40	16.71
LOS	B	F	B	F	D		C	C
Approach: Delay	73.87		81.95		31.22		17.54	
LOS	F		F		D		C	
Intersection Delay	57.83							
Intersection LOS	F							

TEMPORARY - ALL WAY STOP - AM

ALL-WAY STOP CONTROL ANALYSIS								
General Information					Site Information			
Analyst	PJK/SBA				Intersection	Valparaiso & University		
Agency/Co.	KHA				Jurisdiction	Atherton		
Date Performed	3/27/2003				Analysis Year	2003		
Analysis Time Period	AM Peak				Project ID	Menlo School/Temp		
East/West Street: Valparaiso					North/South Street: University			
Volume Adjustments and Site Characteristics								
Approach	Eastbound				Westbound			
Movement	L	T	R		L	T	R	
Volume	188	425	104		102	407	40	
%Thrus Left Lane	50				50			
Approach	Northbound				Southbound			
Movement	L	T	R		L	T	R	
Volume	87	97	52		77	65	115	
%Thrus Left Lane	50				50			
	Eastbound		Westbound		Northbound		Southbound	
	L1	L2	L1	L2	L1	L2	L1	L2
Configuration	L	TR	L	TR	LTR		LT	R
PHF	1.00	1.00	1.00	1.00	1.00		1.00	1.00
Flow Rate	188	529	102	447	236		142	115
% Heavy Vehicles	0	0	0	0	0		0	0
No. Lanes	2		2		1		2	
Geometry Group	5		5		4b		5	
Duration, T	0.25							
Saturation Headway Adjustment Worksheet								
Prop. Left-Turns	1.0	0.0	1.0	0.0	0.4		0.5	0.0
Prop. Right-Turns	0.0	0.2	0.0	0.1	0.2		0.0	1.0
Prop. Heavy Vehicle	0.0	0.0	0.0	0.0	0.0		0.0	0.0
hLT-adj	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
hRT-adj	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6
hHV-adj	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7
hadj, computed	8.01	8.01	8.01	8.01	8.01		8.01	8.01
Departure Headway and Service Time								
hd, initial value	3.20	3.20	3.20	3.20	3.20		3.20	3.20
x, initial	0.17	0.47	0.09	0.40	0.21		0.13	0.10
hd, final value	8.01	8.01	8.01	8.01	8.01		8.01	8.01
x, final value	0.42	1.13	0.23	0.98	0.56		0.36	0.26
Move-up time, m	2.3		2.3		2.3		2.3	
Service Time	5.7	5.4	5.7	5.4	5.7	5.4	5.7	5.4
Capacity and Level of Service								
	Eastbound		Westbound		Northbound		Southbound	
	L1	L2	L1	L2	L1	L2	L1	L2
Capacity	438	529	352	458	415		391	365
Delay	16.35	108.34	13.22	63.97	21.62		16.58	13.92
LOS	C	F	B	F	C		C	B
Approach: Delay	84.22		54.54		21.62		15.39	
LOS	F		F		C		C	
Intersection Delay	56.50							
Intersection LOS	F							

TEMPORARY - ALL WAY STOP - PM

ALL-WAY STOP CONTROL ANALYSIS

General Information		Site Information	
Analyst	PJK/SBA	Intersection	Valparaiso & University
Agency/Co.	KHA	Jurisdiction	Atherton
Date Performed	3/25/2003	Analysis Year	2003
Analysis Time Period	PM Peak	Project ID	Menlo School/Temp
East/West Street: Valparaiso		North/South Street: University	

East/West Street									
Volume Adjustments and Site Characteristics									
		Eastbound			Westbound				
Approach		L	T	R	L		T	R	
Movement									
Volume		92	355	101	66		420	79	
%Thrus Left Lane		50			50				
		Northbound			Southbound				
Approach		L	T	R	L		T	R	
Movement									
Volume		154	56	83	101		58	165	
%Thrus Left Lane		50			50				
		Eastbound		Westbound		Northbound		Southbound	
		L1	L2	L1	L2	L1	L2	L1	L2
Configuration		L	TR	L	TR	LTR		LT	R
PHF		1.00	1.00	1.00	1.00	1.00		1.00	1.00
Flow Rate		92	456	66	499	293		159	165
% Heavy Vehicles		0	0	0	0	0		0	0
No. Lanes		2		2		1		2	
Geometry Group		5		5		4b		5	
Duration, T		0.25							

Saturation Headway Adjustment Worksheet

Prop. Left-Turns	1.0	0.0	1.0	0.0	0.5		0.6	0.0
Prop. Right-Turns	0.0	0.2	0.0	0.2	0.3		0.0	1.0
Prop. Heavy Vehicle	0.0	0.0	0.0	0.0	0.0		0.0	0.0
hLT-adj	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
hRT-adj	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6	-0.6
hHV-adj	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7
hadj, computed	8.66	8.66	8.66	8.66	8.66		8.66	8.66

Departure Headway and Service Time

hd, initial value	3.20	3.20	3.20	3.20	3.20		3.20	3.20
x, initial	0.08	0.41	0.06	0.44	0.26		0.14	0.15
hd, final value	8.66	8.66	8.66	8.66	8.66		8.66	8.66
x, final value	0.22	1.05	0.16	1.16	0.72		0.41	0.39
Move-up time, m	2.3		2.3		2.3		2.3	
Service Time	6.4	6.0	6.4	6.0	6.4	6.0	6.4	6.0

Capacity and Level of Service

Service Area

Capacity and Level of Service								
	Eastbound		Westbound		Northbound		Southbound	
	L1	L2	L1	L2	L1	L2	L1	L2
Capacity	342	456	316	499	404		380	413
Delay	13.80	86.72	13.01	122.28	31.23		18.43	16.74
LOS	B	F	B	F	D	-	C	C
Approach: Delay	74.47		109.51		31.23		17.57	
LOS	F		F		D		C	
Intersection Delay	67.94							
Intersection LOS	F							

Version 4

TEMPORARY - SIGNALIZED - AM

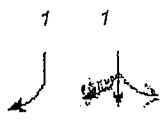
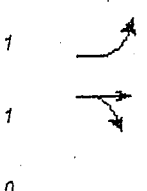
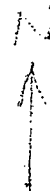
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INPUT WORKSHEET												
General Information							Site Information					
Analyst PJK/SBA Agency or Co. KHA Date Performed 3/27/2003 Time Period AM Peak							Intersection Valparaiso & University Area Type All other areas Jurisdiction Atherton Analysis Year 2003					
Intersection Geometry												
Grade = 0 Grade = 0 Grade = 0 Grade = 0												
Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Volume (vph)	188	425	104	102	407	40	87	97	52	77	65	115
% Heavy veh	2	2	2	2	2	2	2	2	2	2	2	2
PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Actuated (P/A)	P	P	P	P	P	P	P	P	P	P	P	P
Startup lost time	2.0	2.0		2.0	2.0			2.0			2.0	2.0
Ext. eff. green	2.0	2.0		2.0	2.0			2.0			2.0	2.0
Arrival type	3	3		3	3			3			3	3
Ped volume	0			0			0			0		
Bicycle volume												
Parking (Y or N)	N		N	N		N	N		Y	N		N
Parking/hr									20			
Bus stops/hr	0	0		0	0			0			0	0
Ped timing	0.0			0.0			3.0			0.0		
	Excl. Left	EB Only	Thru & RT	04	NS Perm	06	07	08				
Timing	G = 5.8	G = 0.9	G = 24.7	G =	G = 12.6	G =	G =	G =				
	Y = 4.0	Y = 4.0	Y = 4.0	Y =	Y = 4.0	Y =	Y =	Y =				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 60.0						

CAPACITY AND LOS WORKSHEET												
General Information												
Project Description <i>Menlo School/Temp</i>												
Capacity Analysis												
	EB			WB			NB			SB		
Lane group	L	TR		L	TR			LTR			LT	R
Adj. flow rate	188	529		102	447			236			142	115
Satflow rate	1770	1808		1770	1838			892			1273	1583
Lost time	2.0	2.0		2.0	2.0			2.0			2.0	2.0
Green ratio	0.18	0.49		0.10	0.41			0.21			0.21	0.21
Lane group cap.	316	892		171	757			187			267	332
v/c ratio	0.59	0.59		0.60	0.59			1.26			0.53	0.35
Flow ratio	0.11	0.29		0.06	0.24			0.26			0.11	0.07
Crit. lane group	N	Y		Y	N			Y			N	N
Sum flow ratios	0.61											
Lost time/cycle	12.00											
Critical v/c ratio	0.77											
Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
Lane group	L	TR		L	TR			LTR			LT	R
Adj. flow rate	188	529		102	447			236			142	115
Lane group cap.	316	892		171	757			187			267	332
v/c ratio	0.59	0.59		0.60	0.59			1.26			0.53	0.35
Green ratio	0.18	0.49		0.10	0.41			0.21			0.21	0.21
Unif. delay d1	22.7	10.9		26.0	13.7			23.7			21.1	20.2
Delay factor k	0.50	0.50		0.50	0.50			0.50			0.50	0.50
Increm. delay d2	8.0	2.9		14.4	3.4			153.5			7.4	2.8
PF factor	1.000	1.000		1.000	1.000			1.000			1.000	1.000
Control delay	30.7	13.8		40.4	17.1			177.2			28.5	23.0
Lane group LOS	C	B		D	B			F			C	C
Approch. delay	18.2			21.4			177.2			26.0		
Approach LOS	B			C			F			C		
Intersec. delay	41.7			Intersection LOS						D		

TEMPORARY - SIGNALIZED - PM

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INPUT WORKSHEET												
General Information							Site Information					
Analyst <i>PJK/SBA</i> Agency or Co. <i>KHA</i> Date Performed <i>3/25/2003</i> Time Period <i>PM Peak</i>							Intersection <i>Valparaiso & University</i> Area Type <i>All other areas</i> Jurisdiction <i>Atherton</i> Analysis Year <i>2003</i>					
Intersection Geometry												
Grade = 0  Grade = 0  Grade = 0  Grade = 0  Grade = 0												
Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Volume (vph)	92	355	101	66	420	79	154	56	83	101	58	165
% Heavy veh	2	2	2	2	2	2	2	2	2	2	2	2
PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Actuated (P/A)	P	P	P	P	P	P	P	P	P	P	P	P
Startup lost time	2.0	2.0		2.0	2.0			2.0			2.0	2.0
Ext. eff. green	2.0	2.0		2.0	2.0			2.0			2.0	2.0
Arrival type	3	3		3	3			3			3	3
Ped volume	0			0			0			0		
Bicycle volume												
Parking (Y or N)	N		N	N		N	N		Y	N		N
Parking/hr									20			
Bus stops/hr	0	0		0	0			0			0	0
Ped timing	0.0			0.0			3.0			0.0		
	Excl. Left	EB Only	Thru & RT	04	NS Perm	06	07	08				
Timing	G = 3.3	G = 1.3	G = 24.4	G =	G = 19.0	G =	G =	G =				
	Y = 4.0	Y =	Y = 4.0	Y =	Y = 4.0	Y =	Y =	Y =				
Duration of Analysis (hrs) = 0.25												
Cycle Length C = 60.0												

CAPACITY AND LOS WORKSHEET											
General Information											
Project Description <i>Menlo School/Temp</i>											
Capacity Analysis											
	EB		WB		NB		SB				
	L	TR		L	TR		LTR			LT	R
Lane group											
Adj. flow rate	92	456		66	499		293			159	165
Satflow rate	1770	1801		1770	1819		913			1297	1583
Lost time	2.0	2.0		2.0	2.0		2.0			2.0	2.0
Green ratio	0.14	0.43		0.05	0.41		0.32			0.32	0.32
Lane group cap.	254	771		97	738		290			412	502
v/c ratio	0.36	0.59		0.68	0.68		1.01			0.39	0.33
Flow ratio	0.05	0.25		0.04	0.27		0.32			0.12	0.10
Crit. lane group	Y	N		N	Y		Y			N	N
Sum flow ratios	0.65										
Lost time/cycle	8.00										
Critical v/c ratio	0.75										
Lane Group Capacity, Control Delay, and LOS Determination											
	EB		WB		NB		SB				
	L	TR		L	TR		LTR			LT	R
Lane group											
Adj. flow rate	92	456		66	499		293			159	165
Lane group cap.	254	771		97	738		290			412	502
v/c ratio	0.36	0.59		0.68	0.68		1.01			0.39	0.33
Green ratio	0.14	0.43		0.05	0.41		0.32			0.32	0.32
Unif. delay d1	23.2	13.1		27.8	14.6		20.5			15.9	15.6
Delay factor k	0.50	0.50		0.50	0.50		0.50			0.50	0.50
Increm. delay d2	4.0	3.3		32.3	4.9		55.5			2.7	1.7
PF factor	1.000	1.000		1.000	1.000		1.000			1.000	1.000
Control delay	27.2	16.5		60.1	19.5		76.0			18.7	17.4
Lane group LOS	C	B		E	B		E			B	B
Apprch. delay	18.3		24.3		76.0		18.0				
Approach LOS	B		C		E		B				
Intersec. delay	29.9		Intersection LOS						C		

FUTURE - SIGNALIZED - AM

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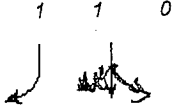
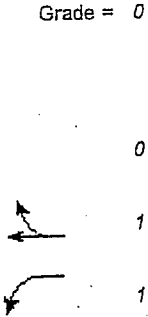
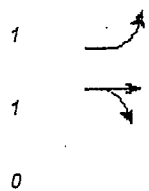
INPUT WORKSHEET												
General Information							Site Information					
Analyst <i>PJK/SBA</i> Agency or Co. <i>KHA</i> Date Performed <i>3/25/2003</i> Time Period <i>AM Peak</i>							Intersection <i>Valparaiso & University</i> Area Type <i>All other areas</i> Jurisdiction <i>Atherton</i> Analysis Year <i>2003</i>					
Intersection Geometry												
Grade = 0 Grade = 0												
Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Volume (vph)	188	382	104	102	407	40	87	97	30	77	65	115
% Heavy veh.	2	2	2	2	2	2	2	2	2	2	2	2
PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Actuated (P/A)	P	P	P	P	P	P	P	P	P	P	P	P
Startup lost time	2.0	2.0		2.0	2.0			2.0			2.0	2.0
Ext. eff. green	2.0	2.0		2.0	2.0			2.0			2.0	2.0
Arrival type	3	3		3	3			3			3	3
Ped volume	0			0			0			0		
Bicycle volume												
Parking (Y or N)	N		N	N		N	N		Y	N		N
Parking/hr									20			
Bus stops/hr	0	0		0	0			0			0	0
Ped timing	0.0			0.0			3.0			0.0		
Timing	Excl. Left	EB Only	Thru & RT	04		NS Perm	06		07		08	
	G = 5.8	G = 0.9	G = 24.7	G =		G = 12.6	G =		G =		G =	
	Y = 4.0	Y = 4.0	Y = 4.0	Y =		Y = 4.0	Y =		Y =		Y =	
Duration of Analysis (hrs) = 0.25				Cycle Length C = 60.0								

49

CAPACITY AND LOS WORKSHEET											
General Information											
Project Description <i>Menlo School/FUT(AM)</i>											
Capacity Analysis											
	EB			WB			NB			SB	
Lane group	L	TR		L	TR		LTR			LT	R
Adj. flow rate	188	486		102	447		214			142	115
Satflow rate	1770	1803		1770	1838		885			1330	1583
Lost time	2.0	2.0		2.0	2.0		2.0			2.0	2.0
Green ratio	0.18	0.49		0.10	0.41		0.21			0.21	0.21
Lane group cap.	317	889		171	755		186			279	332
v/c ratio	0.59	0.55		0.60	0.59		1.15			0.51	0.35
Flow ratio	0.11	0.27		0.06	0.24		0.24			0.11	0.07
Crit. lane group	Y	N		N	Y		Y			N	N
Sum flow ratios	0.59										
Lost time/cycle	12.00										
Critical v/c ratio	0.74										
Lane Group Capacity, Control Delay, and LOS Determination											
	EB			WB			NB			SB	
Lane group	L	TR		L	TR		LTR			LT	R
Adj. flow rate	188	486		102	447		214			142	115
Lane group cap.	317	889		171	755		186			279	332
v/c ratio	0.59	0.55		0.60	0.59		1.15			0.51	0.35
Green ratio	0.18	0.49		0.10	0.41		0.21			0.21	0.21
Unif. delay d1	22.6	10.5		26.0	13.8		23.7			21.0	20.2
Delay factor k	0.50	0.50		0.50	0.50		0.50			0.50	0.50
Increm. delay d2	7.9	2.4		14.4	3.4		112.3			6.5	2.8
PF factor	1.000	1.000		1.000	1.000		1.000			1.000	1.000
Control delay	30.5	13.0		40.4	17.2		136.0			27.5	23.0
Lane group LOS	C	B		D	B		F			C	C
Apprch. delay	17.9			21.5			136.0			25.5	
Approach LOS	B			C			F			C	
Intersec. delay	35.1			Intersection LOS						D	

FUTURE - SIGNALIZED - PM

Page 1 of 1

INPUT WORKSHEET												
General Information							Site Information					
Analyst <i>PJK/SBA</i> Agency or Co. <i>KHA</i> Date Performed <i>3/25/2003</i> Time Period <i>PM Peak</i>							Intersection <i>Valparaiso & University</i> Area Type <i>All other areas</i> Jurisdiction <i>Atherton</i> Analysis Year <i>2003</i>					
Intersection Geometry												
Grade = 0  Grade = 0  Grade = 0  Grade = 0 												
Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Volume (vph)	92	355	101	44	377	79	154	56	83	101	58	165
% Heavy veh	2	2	2	2	2	2	2	2	2	2	2	2
PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Actuated (P/A)	P	P	P	P	P	P	P	P	P	P	P	P
Startup lost time	2.0	2.0		2.0	2.0			2.0			2.0	2.0
Ext. eff. green	2.0	2.0		2.0	2.0			2.0			2.0	2.0
Arrival type	3	3		3	3			3			3	3
Ped volume	0			0			0			0		
Bicycle volume												
Parking (Y or N)	N		N	N		N	N		Y	N		N
Parking/hr									20			
Bus stops/hr	0	0		0	0			0			0	0
Ped timing	0.0			0.0			3.0			0.0		
	Excl. Left	EB Only	Thru & RT	04		NS Perm	06		07		08	
Timing	G = 2.3	G = 2.5	G = 23.3	G =		G = 19.9	G =		G =		G =	
	Y = 4.0	Y =	Y = 4.0	Y =		Y = 4.0	Y =		Y =		Y =	
Duration of Analysis (hrs) = 0.25			Cycle Length C = 60.0									

111

CAPACITY AND LOS WORKSHEET												
General Information												
Project Description Menlo School/FUT(PM)												
Capacity Analysis												
	EB			WB			NB			SB		
Lane group	L	TR		L	TR			LTR			LT	R
Adj. flow rate	92	456		44	456			293			159	165
Satflow rate	1770	1801		1770	1814			941			1307	1583
Lost time	2.0	2.0		2.0	2.0			2.0			2.0	2.0
Green ratio	0.15	0.43		0.04	0.39			0.33			0.33	0.33
Lane group cap.	260	775		67	705			312			433	525
v/c ratio	0.35	0.59		0.66	0.65			0.94			0.37	0.31
Flow ratio	0.05	0.25		0.02	0.25			0.31			0.12	0.10
Crit. lane group	Y	N		N	Y			Y			N	N
Sum flow ratios	0.61											
Lost time/cycle	8.00											
Critical v/c ratio	0.71											
Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
Lane group	L	TR		L	TR			LTR			LT	R
Adj. flow rate	92	456		44	456			293			159	165
Lane group cap.	260	775		67	705			312			433	525
v/c ratio	0.35	0.59		0.66	0.65			0.94			0.37	0.31
Green ratio	0.15	0.43		0.04	0.39			0.33			0.33	0.33
Unif. delay d1	23.0	13.0		28.5	15.0			19.5			15.3	15.0
Delay factor k	0.50	0.50		0.50	0.50			0.50			0.50	0.50
Increm. delay d2	3.7	3.3		40.7	4.5			37.5			2.4	1.6
PF factor	1.000	1.000		1.000	1.000			1.000			1.000	1.000
Control delay	26.8	16.3		69.2	19.5			57.0			17.7	16.5
Lane group LOS	C	B		E	B			E			B	B
Apprch. delay	18.1			23.9			57.0			17.1		
Approach LOS	B			C			E			B		
Intersec. delay	26.5			Intersection LOS						C		



HEXAGON TRANSPORTATION CONSULTANTS, INC.

August 29, 2007

Mr. Neal Martin
Neal Martin and Associates
1640 Laurel Street
San Carlos, CA 94070

Re: Peer Review of Menlo School Traffic Study

Dear Mr. Martin:

At your request, Hexagon Transportation Consultants, Inc., has reviewed the updated plan for Menlo School, dated August 1, 2007. Based on the current application, Menlo School is proposing an athletic center, performing arts center and a creative arts classroom building. The athletic center will be a one story building with a basement and mechanical mezzanine, which will be 54,220 gross square feet. The athletic center will include an upper school gymnasium with retractable bleachers for 999 people, a middle school gymnasium with retractable bleachers for 177 people, 6 locker rooms, 2 classrooms, multipurpose room, fitness center and school operations offices. The performing arts center will be a one story building with basement and mezzanine, which will be 38,756 gross square feet. The performing arts center will include an auditorium with 358 fixed seats, associated stage, wings, lobby, dressing rooms, green room, dance studio, theater studio, 4 vocal practice rooms and bookstore. The creative arts classroom building will be a two story building, which will be 22,778 gross square feet. It will include 9 classrooms and faculty offices. According to the school, the additional classrooms will house expanded programs, but no enrollment increase is expected. There would be two additional teachers for the expanded programs and up to three additional custodians to handle the larger physical plant.

A traffic study was previously prepared by Kimley-Horn and Associates, Inc., on March 27, 2003. The study analyzed the impacts of the addition of a new gymnasium and theater. No change in enrollment was expected. The gymnasium and theater were judged to add no peak hour traffic. It is assumed that almost all events of any significant size will be held during the evening hours and weekends, well outside the peak traffic hours. The study found that due to construction traffic, the project would have a temporary significant impact on traffic operations and parking. The mitigation that was recommended was offsite construction worker parking with a shuttle, plus on-site flagging during peak times.

Hexagon completed a peer review of the Kimley-Horn traffic study on March 31, 2003. We concurred with the findings and recommendations for construction traffic. Hexagon also recommended the development of a detailed plan for operation of the parking area during drop-off and pick-up times.

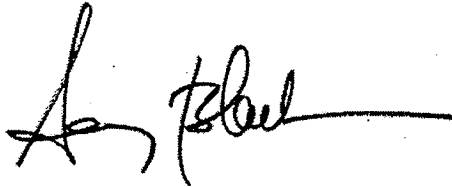
The current project proposal is consistent with the project proposed in 2003. Therefore, the Kimley-Horn traffic study still applies. In our professional judgment, traffic conditions have not changed since 2003. Construction traffic will be the primary impact, and that will be temporary. The addition of two teachers and three nighttime custodians would have a minimal impact on traffic. Daytime use of the new gymnasium and auditorium would be relocated current activities. New activities would occur at night and

Mr. Neal Martin
August 29, 2007
Page 2 of 2

on weekends when school traffic is minimal. Hexagon does not believe that any further traffic analysis is necessary.

Sincerely,

HEXAGON TRANSPORTATION CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "G. Black", with a long horizontal line extending to the right.

Gary K. Black
President

Town of Atherton

Mitigation Monitoring Program

Menlo School Phase III Construction Program and Separation from Menlo College

Impact and Mitigation Measure	Party Responsible for Monitoring	Type of Monitoring and Timing
Aesthetics - 1: Implement a tree replacement program as required by AMC Chapter 8.10 which results in the replacement of the existing trees to the satisfaction of the Town Arborist.	Town Arborist	Reporting - Prior to issuance of Certificate of Occupancy Town Arborist shall prepare a report specifying the trees removed and the size, specie, condition and location of the replacement trees. The report shall be retained in the Mitigation Monitoring Program file.
Transportation/Traffic - 1: To mitigate potential traffic and parking impacts during construction require the contractor to identify off-site parking for part or all of the workers' vehicles to offset the impacts of construction traffic added at the main driveway. Also require the contractor to shuttle workers parked off-site to and from the school.	Building Official	Monitoring and Reporting - Building Official shall require the contractor to provide a written description of the off-site parking location, number of spaces and provisions for shuttling workers prior to commencement of work. The Building Official shall monitor weekly the use of the off-site parking facility and shuttle. The Building Official shall prepare a weekly report of the parking and shuttle activity. The report shall be retained in the Mitigation Monitoring Program file.
Transportation/Traffic - 2: To mitigate potential impacts associated with drop-off and pick-up of students while the temporary buildings are in operation and develop a detailed plan for operation of the parking area during drop-off and pick-up times which may include removal of or restriction of parking spaces during peak times to create room for multiple drop-off lanes. Loss of parking on-site can be mitigated by the provision of off-site parking with a shuttle.	Town Planner	Monitoring and Reporting - Town Planner shall require submittal of adequate detailed plan for operation of the parking area during drop-off and pick-up times prior to approving Building Construction Plans. Town Planner shall monitor drop-off and pick-up operation for compliance with plan at least monthly, or if a complaint is received and shall submit monthly report to Mitigation Monitoring Program file.

Transportation/Traffic – 3: To mitigate potential traffic impacts during dirt haul operations require the contractor to develop a detailed traffic management plan to control off-haul and crew traffic at the east driveway, including traffic controls/flagging personnel to manage traffic flows effectively during the morning school access hours and construction hours.	City Engineer	Monitoring and Reporting – City Engineer shall require the contractor to submit a written description of an adequate detailed traffic management plan to control off-haul prior to issuance of the Building Permit. Town Engineering staff shall monitor the off-haul operation and traffic control measures. The City Engineer shall prepare a weekly report on the traffic management and off-haul operation compliance. The report shall be retained in the Mitigation Monitoring Program file.
Transportation/Traffic – 4: To mitigate potential effects of incremental traffic growth, condition the Use Permit with a limit on the maximum total enrollment at Menlo School of approximately 750 students.	Town Planner	Monitoring and Reporting – The Town Planner shall annually request enrollment data from the School and report the information to the Planning Commission at the time of the annual Master Plan Update.



Menlo Park Fire Protection District

300 Middlefield Road • Menlo Park, CA 94025
Fire Prevention Bureau • 650.688.8425 • Fax: 650.473.9847 • Website: www.menlofire.org

11-19-08A10:29 RCVD

November 18, 2008

Mr. Neal Martin
Town of Atherton Planning Department
91 Ashfield Road
Atherton, CA. 94027

Ref: Menlo School

Dear Mr. Martin:

The Fire District is actively involved in the Menlo School's proposed property lines, setback dimension change, and new building locations as they relate to providing fire and emergency access per California Fire Code requirements. To date the project has met all requirements the Fire District has placed on the project.

Should you have any questions please contact me at (650) 688-8407.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoffrey Aus".

Geoffrey Aus
Fire Marshal/Division Chief
Menlo Park Fire Protection District



Serving Our Community Since 1902

500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650) 321-4265 FAX

TIM CLAYTON
District Manager

In reply, please refer to our

File No. 070-360-070

October 17, 2008

Amy Taylor
Project Engineer
Sandis Civil Engineers, Surveyors, Planners
605 Castro Street
Mountain View, CA 94041

RE: MENLO SCHOOL
1000 EL CAMINO REAL, ATHERTON, CA 94027
APN: 070-360-070

Dear Ms. Taylor:

This letter will serve as notice that the above-referenced parcel is within the West Bay Sanitary District boundary, and is entitled to receive all services from the District, pursuant to compliance with the District's Code of General Regulations.

Should you have any questions, please feel free to call the District at (650) 321-0384.

Very truly yours,

WEST BAY SANITARY DISTRICT

Peggy Daniels
Senior Administrative Aide

N:\Forms\Will Serve Letters-City of Menlo Park\1000 El Camino Real APN: 070-360-070.ltr

Pacific Gas and Electric Company
Service Planning Department
Area 1/Peninsula Division

275 Industrial Rd
San Carlos, CA 94070
Phone: 650/598-7241
Fax: 650/413-4640



October 20, 2008

Jim Seubert
Morrow-Meadows Corp.
385 Oyster Point Blvd, Suite #2
South San Francisco, Ca 94080

Re: 50 Valparaiso Ave, Atherton, CA

Dear Mr. Jim Seubert,

PG&E will serve the above referenced property with gas and/or electric service provided The Applicant meets all requirements of the California Public Utilities Commission (CPUC) Gas and Electric Tariffs, PG&E Engineering Standards, PG&E Requirements for Service Manual ("The Greenbook", www.pge.com/greenbook), and pays to PG&E all necessary payments as determined by PG&E and allowed by the CPUC Tariffs.

New gas and electric services must be installed according to PG&E's Gas and Electric Service Requirements Manual (The Greenbook, www.pge.com/greenbook), PG&E Engineering Standards, and the California Public Utilities Commission (CPUC) Gas or Electric Tariffs. PG&E Engineering is scheduled when your information is complete and approved, and is subject to available time, resources, and other priority or previously scheduled work. Contracts and payments due are prepared after Engineering is complete and approved. Construction is scheduled when all documents and any necessary payments have been received and processed by PG&E, your service requirements and locations are complete and have been final inspected by the authority having jurisdiction, and is subject to available time, resources, and previously scheduled, priority, or emergency work. Please discuss this information with your project team. If you have any questions, please call me at (650) 598-7241, or you may email at PXSo@pge.com.

Sincerely,

Peter Siu

Peter Siu
Industrial Power Engineer
PG&E Peninsula Service Planning Department

**CALIFORNIA WATER SERVICE COMPANY**

3351 EL CAMINO REAL • SUITE 190 • ATHERTON, CA 94027-3844

(650) 367-6800 • FAX (650) 367-7605

BEAR GULCH DISTRICT

Town of Atherton
Planning Commission
91 Ashfield Road
Atherton, CA 94027

Re: Will Serve letter, Subdivision 50 Valparaiso Ave

Dear Sophie Truong & Neal Martin:

This letter is to certify that water service has and will continue to be supplied to Menlo School and College. It should be noted that any and all water line changes on said property will be done at the cost of the Menlo School and College expense. All existing water services will need to have back flow prevention devices installed to protect the existing water supplied from California Water Service.

Should there be any additional water services needed once the parcel has been subdivided they to will be at the Menlo School and College expense and will also need back flow prevention devices installed.

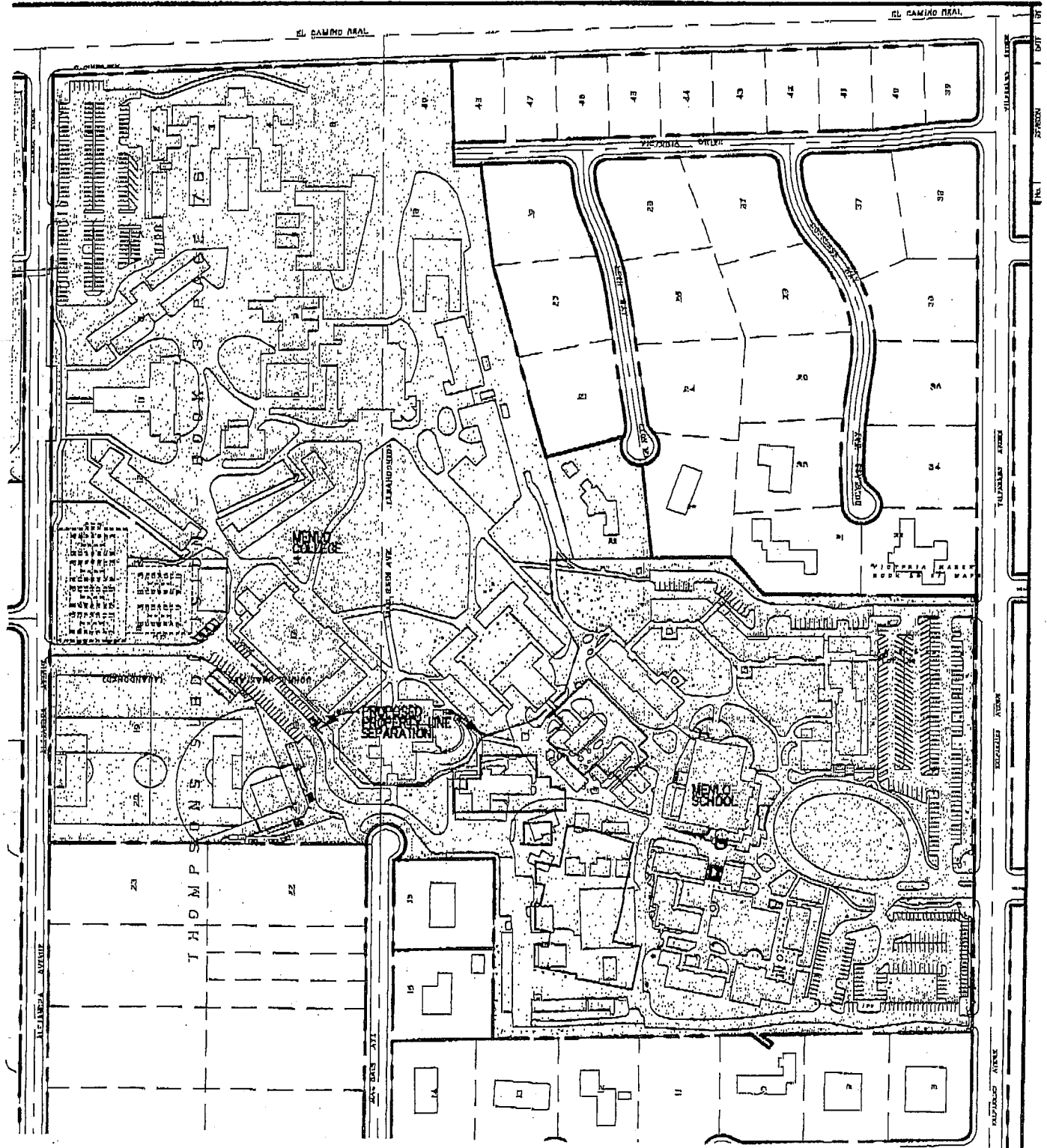
The tentative map submitted herewith shows the Property as it exists today and the proposed new parcel lines.

Sincerely,

A handwritten signature in cursive script, reading "L.J. Mathias".

Lawrence J. Mathias
Customer Service Manager

CC:/Sandis/ Amy Taylor





Item No. _____

DATE: FOR THE PLANNING COMMISSION MEETING OF DECEMBER 3, 2008

TO: THE PLANNING COMMISSION

FROM: NEAL J. MARTIN, TOWN PLANNER

SUBJECT: 50 VALPARAISO AVENUE AND 1000 EL CAMINO REAL (APN 070-360-070 and 070-250-190) MENLO SCHOOL PHASE III DEVELOPMENT PROJECT AND SEPARATION FROM MENLO COLLEGE; INCLUDING AN INITIAL STUDY, MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM, ZONING ORDINANCE AMENDMENT, TENTATIVE PARCEL MAP, CONDITIONAL USE PERMIT FOR NEW BUILDINGS AND INSTALLATION OF TEMPORARY PORTABLE CLASSROOMS, AND HERITAGE TREE REMOVAL PERMIT

RECOMMENDATION:

Staff recommends that the Planning Commission conduct the public hearing, adopt the Mitigated Negative Declaration and Mitigation Monitoring Program, make the findings listed below, and approve the Zoning Ordinance Amendment, Tentative Parcel Map, Conditional Use Permit and Heritage Tree Removal Permit with conditions specified in the draft certificates of approval.

Mitigated Negative Declaration Findings:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the Initial Study and Mitigated Negative Declaration.

Basis for Finding: The Initial Study identified potentially significant Aesthetic and Biological impacts that had the potential to substantially degrade the existing visual character or quality of the site and its surroundings and conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. The removal of six heritage oak trees would conflict with the Town's policy of preserving heritage trees as stated in Chapter 8.10 of the Atherton Municipal Code. However, changes or alterations in the form of mitigation measures have been incorporated into the project that required replacement of each removed tree with 2 – 48" box oak trees. This mitigation will substantially lessen the identified significant environmental effects.

Basis for Finding: The Initial Study also identified a potentially significant Transportation/Traffic impact that had the potential to cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system. The

possibility of increased student enrollment, the addition of a new gymnasium with seating for up to 1000 people, new performing arts center with seating for approximately 350 people and new creative arts classroom building, and the additional traffic and parking associated with construction of the new buildings all have the potential for significant traffic impacts. However, changes or alterations in the form of mitigation measures have been required or incorporated into the project that limit maximum enrollment at Menlo School to approximately 750 students, and provide specific traffic and parking mitigation measures that substantially lessen the identified significant environmental effects during construction. The gymnasium and auditorium are replacements for existing facilities currently shared with the College. Virtually all events of any significant size occurring at the gymnasium and auditorium will be held outside the peak traffic periods. The gymnasium and auditorium events are not anticipated to increase daytime traffic at the school. Consequently, the proposed new buildings would not have a significant environmental effect.

2. A Mitigation Monitoring Program as required by California Code of Regulation Section 15091 (d) is proposed for adoption.

Zoning Ordinance Amendment Findings:

1. The proposed amendment is required to achieve the objectives of the general plan and the zoning ordinance.

Basis for Finding: The Atherton General Plan lists three relevant objectives: (1) To establish a framework for determining the location and extent of land uses within the Town's area of interest, (2) To limit the nature of land uses to those which are compatible with the overall land use planning goal, and (3) To retain the high quality of maintenance and living environment existing in the Town's residential neighborhoods. The proposed amendment is required in order to achieve separation of the School and College whose location and land use are in the Town's area of interest. The amendment is required in order to limit and retain the nature and character of the School and College which are compatible with the overall land use planning goal. The amendment is required in order to retain the School and College as they contribute to the high quality of maintenance and living environment existing in the Town's residential neighborhoods. The amendment is required to achieve the objectives of the zoning ordinance by implementing a project (i.e. physical separation of the School and College by a property line) specified in both the School and College Master Plans that were developed as provided in the zoning ordinance.

Tentative Map Findings:

1. The proposed subdivision is in conformity with law and AMC Chapter 16.

Basis for Finding: The Consulting City Engineer has determined that the proposed subdivision is in conformity with law and AMC Chapter 16.

2. The size and shape of the proposed lots are in general conformance to town requirements and the general pattern of the neighborhood and will not cause traffic, health or safety hazards.

Basis for Finding: The sizes of the proposed lots are substantially larger than the minimum sizes specified in AMC Section 16.24.050 (Lot Size Requirements) and the PFS Zoning District. The shapes of the proposed lots are generally regular, with side lines perpendicular to street frontages. The division line between the School and College follows the alignment of existing and proposed buildings. The proposed lots are compatible with the general pattern of the neighborhood. As determined in the Initial Study, the division will not cause traffic, health or safety hazards.

3. The proposed lots will have proper and sufficient access to a public street.

Basis for Finding: Each proposed lot has access to a public street. Parcel 1: Valparaiso Avenue, Parcel 2: Leon Way, Parcel 3: El Camino Real, Parcel 4: Alejandra Avenue.

4. The proposed map and the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

Basis for Finding: See "Basis for Finding" number 1 under "Zoning Ordinance Amendment Findings" above.

5. The site is physically suitable for the type of development.

Basis for Finding: The site is currently developed for a school, college, athletic fields and courts, and a single family residence.

6. The site is physically suitable for the proposed density of development.

Basis for Finding: The density of development would remain approximately the same as it currently exists. Some additional floor space will be added with the construction of the three new buildings however enrollments at both the School and the College will remain at current levels. Lot coverage will continue to be less than 40% as specified in the PFS Zoning District.

7. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Basis for Finding: The Initial Study contains a finding that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent.

8. The design of the subdivision or the type of improvements is not likely to cause serious public health problems.

Basis for Finding: No potential public health problems were noted in the Initial Study.

9. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision, or that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to those previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction.

Basis for Finding: The Consulting City Engineer has determined that the proposed subdivision or the type of improvements will not conflict with public easements.

10. Discharge of waste from the proposed subdivision will not result in violation of existing water quality requirements prescribed by the regional water quality control board.

Basis for Finding: Waste from the proposed subdivision will continue to be discharged through the waste collection system of the West Bay Sanitary District to the South Bayside Systems Authority Treatment Facility in Redwood Shores. Both the District and the Authority operate within the requirements prescribed by the regional water quality control board.

Conditional Use Permit Findings:

1. The proposed use at the proposed location will not be detrimental or injurious to persons, property or improvements in the vicinity, and will not be detrimental to the public health, peace, safety, comfort, general welfare or convenience.

Basis for Finding: The applicant will be required to prepare and submit an adequate traffic control and parking plan that is designed to mitigate the adverse traffic and parking effects during the construction phase identified in the traffic and parking report accompanying the application.

Basis for Finding: Trees have been preserved to the maximum extent feasible while allowing for construction within established parameters for setbacks and lot coverage. Replacement trees are proposed to be planted in order to continue the scenic, rural, thickly wooded Atherton character.

Basis for Finding: The storm drainage runoff from the new buildings will be retained on site to avoid contributing runoff in excess of current conditions during peak storm periods.

2. The proposed use will be located and conducted in a manner in accord with the general plan and the purposes of that plan and the Zoning Title of the Atherton Municipal Code.

Basis for Finding: The proposal is consistent with the Atherton General Plan and the PFS Zoning District Standards. The proposed project is consistent with the Menlo School Campus Master Plan.

INTRODUCTION:

The proposed project site is located within the Town of Atherton at 50 Valparaiso Avenue and at 1000 El Camino Real. Both Menlo School and Menlo College are located at this site. Menlo School is divided into a middle school providing education for grades 6-8 and an upper school for grades 9-12. Current enrollment is approximately 750 students for both schools. Menlo College is a four year baccalaureate college specializing in business and management. Current enrollment is approximately 700 students. The site contains numerous buildings and facilities for the education of students attending the schools.

The site fronts on both Valparaiso Avenue and El Camino Real with the sides and rear of the property abutting residential neighborhoods in Atherton. The entire site contains approximately 58.7 acres. Menlo School and Menlo College are each operated as a separate entity but they share several facilities. The land and real property are owned by an entity called "Menlo School and Menlo College, a California Nonprofit Public Benefit Corporation" governed by a Board of Trustees composed of representatives from both the school and college. This corporation is also known as the "Supporting Charity".

PROJECT DESCRIPTION:

The Menlo School Phase III Development and Separation from Menlo College Project consists of the demolition or removal of several buildings and structures and their replacement with three new buildings. The proposed new buildings will be located to the rear of Stent Hall, in a portion of the campus bounded by the Middle School buildings, the residential neighborhood to the west and the Menlo College campus buildings. During construction, the replaced or relocated classrooms will be temporarily housed in portable buildings located in the oval area of the main entry loop. A similar arrangement of portable buildings was used during reconstruction of the Upper School. The project also involves the relocation of the Child Care Center and renovation of the Maintenance Facilities. Menlo School indicates that subject to fund raising, construction could begin as early as January 2009 with completion by December 2010.

PROJECT COMPONENTS:

The Proposed Project consists of four basic applications; a proposed zoning ordinance amendment to modify side and rear yard standards, a proposed tentative parcel map to divide the property into four parcels, a conditional use permit to allow the construction of three new buildings and a heritage tree removal permit to allow the removal of six heritage trees from the site.

1. Zoning Ordinance Amendment

An amendment to the Building and Lot Requirements section (Section 17.32.040) of the PFS Zoning District is proposed. The proposed amendment would add a new section G to the list of requirements to read:

“G. The side and rear yard setbacks for PFS district properties where a public or private school is located adjacent to another public or private school shall be a minimum of ten (10) feet. The setback is limited to that portion of the property where a PFS District property is adjacent to another PFS District property.”

This amendment would permit the creation of a division line between Menlo School and Menlo College that could be located as close as 10 feet to certain existing and proposed buildings on both campuses. The amendment would only apply to these properties where two schools are located adjacent to each other.

2. Tentative Parcel Map

Approval of a Tentative Parcel Map is requested providing for the division of a portion of the existing property into four new lots. The existing property contains 26 lots of varying sizes. The proposed division would result in the elimination of all of the existing lots and creation of the lots listed below:

Parcel Number	Area (acres)	Proposed Owner
One	16.4	Menlo School
Two	0.7	Menlo College
Three	21.0	Menlo College
Four	5.6	Supporting Charity
Total	43.7	

The proposed Tentative Parcel Map does not include Cartan Field, the 15 acre parcel located on the northwest side of Alejandra Avenue. This is an existing, separate parcel owned by the Supporting Charity. It will continue to be owned by the Supporting Charity and use will be shared between the two schools.

Once a Tentative Parcel Map is approved by the Town, the subdivider must file a final Parcel Map that is consistent with the approved Tentative Parcel Map with the Town. The Parcel Map is subsequently recorded; the action that officially creates the new lots.

3. Demolition and Removal of Existing Buildings

During the initial phase of the project seventeen existing permanent and portable buildings would be demolished or removed from the site. The buildings to be demolished or removed are listed below.

Curtis	Holt-Lohman Music
Taube	Art
Academic Portables	Sport Court
Middle School Locker Rooms	Operations Office
Seven Douglass Village Residences	Daycare

A total of 34,120 sq. ft. of existing building space would be demolished or removed.

4. New Building Construction

Three new buildings would be constructed in the area where existing buildings are proposed to be demolished and removed. The buildings to be constructed are listed below.

Athletic Center – this is a proposed one story building, 28' – 4" feet in height, with a basement and mechanical mezzanine comprising 53,944 gross square feet including:

- An Upper School Gymnasium with retractable bleachers for seating 975 people
- A Middle School Gymnasium with retractable bleachers for seating 175 people
- Six locker rooms
- Two classrooms
- One multipurpose room
- One fitness center
- School Operations Offices
- Athletic Department Offices

The Athletic Center would be located to the rear of the existing Middle School, between those buildings and the two adjacent residences on MacBain Avenue. It would be separated from the existing residences on Michaels Way by the renovated Maintenance Shops. The building would be completely enclosed and insulated so that interior sound does not escape from the building's interior.

Performing Arts Center – this is a proposed one story building, 34 feet in height, with a basement and mechanical mezzanine comprising 38,756 gross square feet including:

- An Auditorium with approximately 358 fixed seats, associated stage, wings, lobby, dressing rooms and green room
- One Dance studio
- One Theater studio
- One Bookstore
- One School Counselor's office
- Music@Menlo Offices

The Performing Arts Center would be located to the rear of Stent Hall, between that building and Florence Moore Auditorium. It would be buffered from the existing residences on MacBain Avenue by the proposed new Creative Arts Building. The building would be completely enclosed and

insulated so that interior sound does not escape from the building's interior.

Creative Arts Classroom Building – this is a proposed two story building, 34 feet in height comprising 40,842 gross square feet including:

- Nine Visual and Performing Arts classrooms
- Faculty Offices
- Four Vocal Practice Rooms
- Basement

The Creative Arts Classroom Building would be located behind the new Performing Arts Center and the new Athletic Center, between Florence Moore Hall and an existing residence on MacBain Avenue.

5. Child Care Portables

The existing Child Care Center, currently housed in a 1,920 square foot portable building adjacent to the Operations Office will be moved to a relocated and renovated, or new 1,920 square foot portable building between the new Creative Arts Classroom Building and the new Athletic Center. This is a single story building with a wooden deck providing access.

6. Renovation of Maintenance Carports/Shops

The existing 6,000 square foot maintenance facilities located along the southwesterly property line is proposed to be renovated. Renovations will include repainting, re-roofing, window repair, new garage doors, and new sound insulation. Upon completion, this facility will continue to be used for maintenance and shop purposes.

7. Heritage Tree Removal

The Proposed Project includes the removal of six heritage oak trees. Their location is shown on the drawing entitled *Plan of Existing Trees* (Figure 4a in the Application Binder). As a mitigation measure Menlo School is proposing to replace each heritage oak with a minimum of two 48 inch box size *quercus lobata* at sites on the campus to be determined. Three of the new oaks will be located within the proposed project area.

8. Temporary Campus During Construction

In order to maintain program continuity, the replaced or relocated classrooms will be temporarily housed in portable buildings during the period of construction. As during previous construction, the portables will occupy the oval area of the main entry loop. However, the ten classrooms required will fit entirely within the grassy area and not overlap the roadway. As a result, the traffic patterns during drop-off and pick-up will not be affected.

Two additional portables will house child care on the existing Middle School staff parking lot and two small trailers will house the temporary operations offices adjacent to the construction site.

9. Installation of Underground Utilities

New and updated utility lines, if required, will run beneath the service road on the southwest border of campus in two trenches each approximately 2 feet wide by 5 feet deep. If implemented, electrical lines running underground would allow for removal of the existing overhead poles and wiring.

10. Project Schedule

Construction may begin as early as January 2009. The Athletic Center and Creative Arts Classroom Building is scheduled for completion by August 2010. The Performing Arts Center is scheduled for completion by December 2010.

ANALYSIS:

1. Traffic and Parking

A traffic impact analysis for the Upper School project was prepared by the applicant and reviewed for adequacy by the Town's traffic consultant. The report's author concludes that the primary traffic and parking impacts will occur during the construction phase. When the new building construction has been completed and the portable buildings removed traffic and parking patterns will return to their current configuration.

During construction several competing traffic movements will be occurring. However, during the grading and hauling phase, school may be in session. The proposed haul route is from the construction site to Alejandra Avenue east to El Camino Real. The contractor will be limited to using the Alejandra Avenue service road entrance and a flagger will be present to regulate traffic access to El Camino Real. Some construction workers will park on the construction site. During the summer the main parking lot will contain 187 spaces and will be available for construction worker parking.

When school is in session, students allowed to park on campus will be assigned a parking permit for a particular lot. There will be a total of 242 parking spaces available for student use in the Main Lot, Annex Lot and Cartan Lot (see table entitled "Parking Analysis When School is in Session"). There are fewer than 240 student parking permits issued. There should be sufficient spaces available for student parking.

There are 127 spaces for Staff and faculty in the Main Lot, Annex Temporary Lot, Building "A" Lot and at other locations on site. During the course of construction the Curtis lot and the Village lot will be part of the construction site and unavailable for parking. Half of the 37 spaces in those lots are currently used by staff and faculty of Menlo College. The Menlo College parking will permanently move to the College campus at the start of construction and the balance of the parking can be accommodated on the School campus by the addition of the 20 Annex temporary spaces during the construction period. Those are adequate to accommodate the needs of the 148

employees.

The parking plan also provides 25 visitor spaces in the main lot. Visitors presently park in the main lot or on the Loop. This seems to be an adequate number of visitor spaces since there are about 15 such spaces currently available on the loop.

The construction contract will require that the contractor provide adequate spaces for the crew parking off site in an area and in a manner acceptable to the school and the Town of Atherton. The construction crew size will vary from 5 to 86 members on a weekly basis, therefore, the contractor will be required to provide adequate off site parking and a shuttle between the parking and construction site.

Faculty and Students with Main Lot parking permits will access that lot exclusively from the east gate in the morning. In the afternoon, students will exit through the University Avenue Intersection.

Faculty and students assigned to the Annex lot and temporary Annex Lot will enter and exit through the University Avenue intersection. Students will enter the lot east of the Middle School parking lot; Staff will enter the temporary Annex Lot by passing through the Annex Lot and along the western fire access road. A gate will prevent unauthorized use. Access will not be available to Valparaiso Avenue.

	Staff	Students	Construction Crew	Visitors	Total
Main Parking Lot	47	115	0	25	187
Annex Lot	0	77	0	0	62
Annex Temporary Lot	20	0	0	0	20
Loop	0	0	0	15	15
Cartan Lot	0	50	0	0	50
Building "A" Lot	30	0	0	0	30
Misc. Lots	30	0	0	0	30
Off-Site Provided by Contractor	0	0	180	0	180
Totals	127	242	180	40	574

It is recommended that Planning Commission find that the traffic circulation, student drop off and pickup, and parking plan adequately address the potential impacts and, with recommended mitigation, will not adversely affect traffic or parking.

2. Tree Removal

A heritage tree removal permit request has been submitted to allow the removal of six heritage oak trees in conjunction with the construction of the proposed new buildings. Information concerning the trees proposed to be removed is provided in the table below.

The arborist report submitted as part of the application describes the condition of each tree in more detail.

In addition to the heritage trees listed in the table, the applicant is proposing to remove ten other trees 48" or greater in circumference in order to construct the proposed new buildings. That includes four White Alders in the footprint of the proposed Performing Arts Center and two Zelkova Serrata trees adjacent to the proposed Creative Arts Classroom Building.

Tree No.	Species	Diameter	Condition
1	Coast Live Oak	45"	Extremely healthy, overthinned & cabled
2	Coast Live Oak	39"	Extremely healthy, overthinned
255	Coast Live Oak	20"	Good health
265	Valley Oak	27"	Good health, some decay sites
267	Coast Live Oak	30"	Reasonably healthy, canopy thinner than normal
275	Coast Live Oak	38"	Badly deformed, large decay site

Chapter 8.10 of the Atherton Municipal Code provides that the Planning Commission shall grant a heritage tree removal permit unless it finds that the removal of the subject tree would be contrary to the purpose and intent of the General Plan of the Town. The Atherton General Plan contains a policy which states "trees shall be preserved to the maximum extent feasible while allowing for construction within established parameters for setbacks and lot coverage in accordance with the Municipal Code Chapter regulating removal of and damage to heritage trees". The applicant has indicated that the School needs the amount of academic and cultural floor space contained in the proposed new buildings. They have stated that the buildings have been located and designed to minimize the removal of heritage and other trees. They will also be planting numerous other trees on the property as replacement for the removed trees.

In October 2007 when the Phase III application was originally submitted, Kevin R. Kielty was the Interim Town Arborist while Kathy Hughes Anderson was on leave. Mr. Kielty reviewed the proposal and submitted a memo describing the conditions and his recommendation. Mr. Kielty stated "Given the scope of the proposed project and the agreement of the school to install 2-48" boxed trees for every tree removed, I support the request to remove the oaks. ... The existing oaks on this site are maturing rapidly. The introduction of newly planted oaks will insure future canopy cover on this site."

Town Arborist Kathy Hughes Anderson has review the present application and concurs with Mr. KIELTY's recommendation. In addition, she has made other recommendations for conditions that have been incorporated into the draft Heritage Tree Removal Certificate.

It is recommended that the Planning Commission grant the removal of the six trees based on the finding that trees have been preserved to the maximum extent feasible while allowing for construction within established parameters for setbacks and lot coverage. It is further recommended that the Commission find that replacement trees will be planted in order to continue to maintain the scenic, rural, thickly wooded Town character.

3. Visual/Aesthetics

The proposed project involves the replacement the existing sport court and several single story buildings with three larger buildings. The Athletic Center will be a one story building with basement and mechanical attic. The exterior materials proposed include light colored cement plaster siding panels, a concrete wall on the south elevation and a dark colored shingle roof. A gable roof is proposed. Colors will be compatible with those used on the Middle and Upper School buildings.

The Creative Arts Classroom building will be a two story building with basement divided into three elements. A parabolic curved metal roof is proposed. Arched roof monitors draw natural light in from the north and concentrate windows away from the residential neighbors. The exterior materials proposed include light colored cement plaster with wood siding accent panels. Colors will be compatible with those used on the Middle and Upper School buildings.

The Performing Arts Center will be a one story building with basement and mezzanine. It will have a glass enclosed lobby and porch framed by spreading, tree-like steel columns. Exterior materials will include cement plaster, wood siding and glass curtain wall. A flat roof is proposed for this building. Again, colors will be compatible with those used on the Middle and Upper School buildings.

During construction the temporary portable classrooms to be located in the loop drive would degrade the views of historic Stent Family Hall (Douglass Hall) for a period of approximately one year. However, this is a temporary impact that will be removed upon completion of the new buildings.

4. Enrollment/Building Size

Enrollment of the combined Middle and Upper School at the Menlo School campus will remain at approximately 750 students. That enrollment level has remained constant for the last 10 years. A condition of approval of the Conditional Use Permit for the recently completed Upper School establishes that limit. The School also has approximately 150 employees. That number will remain constant after completion of this phase.

The buildings to be demolished currently contain about 36,000 square feet of floor area. They would be replaced by three new buildings containing approximately 133,500 square feet of floor area. Although this project will result in the addition of a substantial amount of new floor space, that space will be used to expand and enhance the School's physical education and creative arts programs rather than to provide additional academic space.

5. Consistency with Master Plan

The Menlo School Campus Master Plan was accepted for filing by the Atherton Planning Commission on March 27, 2002. The latest update to that plan was submitted to the Planning Commission on March 26, 2008. The Master Plan document includes a proposed land use plan that identifies the development of a new gymnasium, performing arts center, visual arts classroom building and child care building in the same location as the current application. The current proposal is essentially the same as that represented in the Master Plan and is therefore consistent with the Master Plan.

It is recommended that the Commission find that the proposed project is consistent with the Menlo School Campus Master Plan.

6. Consistency with General Plan and Zoning

The Atherton General Plan designates Menlo School for Public Facilities and Schools uses. This land use category is defined as including the types of activities and facilities that are generally recognized as more conveniently provided by public or quasi-public agencies than by the private sector. Such uses include utilities such as water, sewer and power, basic facilities such as local government and schools, and services such as police and fire protection. In addition, approximately 1 acre of the east portion of the main parking lot is designated for low-density single family residential uses. This area is also zoned R- 1A. The General Plan designation and zoning of this site should probably be amended in the future.

The property is zoned PFS (Public Facilities and Schools) District which allows private schools as a conditional use. A Conditional Use Permit is required for any new uses proposed at the site. Thus this application is being made for the new buildings and placement of portable temporary buildings during construction. The proposal complies with all of the building and lot requirements established in Section 17.32.040 of the Atherton Municipal Code. The maximum building height is 34 feet. A 75-foot side yard is provided along the Mac Bain Avenue side of the property. Lot coverage is less than the 40 percent maximum.

It is recommended that the Planning Commission find that the proposal is consistent with the Atherton General Plan and PFS zoning district standards.

7. Drainage

The storm drainage runoff from the new Gym, Performing Arts, and Creative Arts buildings and

from the new paved areas will be collected in an underground storm drainage system and retained in the proposed storm drainage structure, located underground west of the existing Operations Shops. The retention structure will be designed to avoid contributing runoff in excess of current conditions during peak storm periods.

It is recommended that the Planning Commission find that the storm drainage runoff from the new buildings will be retained on site to avoid contributing runoff in excess of current conditions during peak storm periods.

8. Disposition of Portables

When the new buildings are complete all of the portables in the loop main driveway area will be removed from the property. A condition of approval requires their removal within 45 days of issuance of occupancy permits for the new buildings. The loop will then be returned to its current condition.

CONCLUSION:

It is Planning Staff's professional opinion that the proposed zoning ordinance amendment will further the objectives of the Atherton General Plan by allowing a side and rear yard setback between schools that respects the location of existing buildings and allows for reasonable development of new buildings on unique properties such as this one.

It is also Planning Staff's professional opinion that the proposed Tentative Parcel Map complies with the Atherton General Plan, the Atherton Subdivision Ordinance and the Atherton Zoning Ordinance requirements.

Further, it is Planning Staff's professional opinion that the proposed use would not be detrimental or injurious, is consistent with the primary use of the site as a school, that the number of trees proposed for removal has been minimized, that adequate provisions have been made to accommodate traffic, that adequate parking is available both during and after construction and that proposed conditions of approval will minimize impacts

A Revised Initial Study and Draft Negative Declaration was prepared and circulated for public review prior to consideration of the Conditional Use Permit by the Planning Commission. That environmental document contains recommended mitigation measures to minimize potential impacts. Those mitigation measures have been incorporated as recommended conditions in the Draft Conditional Use Permit Certificate.

ALTERNATIVES:

The alternative would be to withhold approval of the zoning ordinance amendment, deny the Tentative Parcel Map and deny the Conditional Use Permit and Heritage Tree Removal Permit or require relocation or modification of the buildings.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

An Initial Study and Draft Negative Declaration were prepared for the Menlo School Phase III Development Project and Separation from Menlo College. That environmental document was circulated at least 20 days prior to December 3, 2008 in accordance with the California Environmental Quality Act. The Planning Commission is required to consider the environmental document as part of its deliberations on this project.

FORMAL MOTION:

I move that the Planning Commission make the findings outlined in the Staff Report, take the following actions and approve the following permits with the conditions listed in the draft approval certificates:

1. Adopt the Initial Study and Mitigated Negative Declaration Dated November 14, 2008.
2. Recommend City Council adoption of the Zoning Ordinance Amendment providing for a 10 foot side and rear yard setback where two schools abut.
3. Recommend City Council approval of the Tentative Parcel Map for division of the property into four new parcels.
4. Approve a Conditional Use Permit for the construction of three new buildings; an Athletic Center, a Performing Arts Center and a Creative Arts Classroom Building containing approximately 133,500 square feet of gross floor area under roof, the relocation of the 1,920 square foot Child Care Center, the renovation of the Maintenance Carports/Shops and the placement of 10 temporary portable buildings to be placed within the loop main driveway.
5. Approve a Heritage Tree Removal Permit for the removal of five heritage oak trees (trees numbered 1, 2, 255, 265, 267 and 275 on the applicant's arborists report).



Neal J. Martin, Town Planner

Attachments:

1. Draft Zoning Ordinance Amendment
2. Draft Tentative Parcel Map Certificate
3. Draft Conditional Use Permit Certificate
4. Draft Heritage Tree Removal Certificate



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: CONSIDERATION AND ADOPTION OF A RESOLUTION APPROVING
THE OUTSOURCING OF COLLECTION OF BUSINESS LICENSE TAX
TO MUNISERVICES, LLC, AND ADD-ON A BUSINESS LICENSE
PROCESSING FEE**

RECOMMENDATION

Adopt a resolution of the City Council of the Town of Atherton approving the consultant services agreement by and between the Town of Atherton and MuniServices, LLC, and add-on a business license processing fee.

DISCUSSION

To improve efficiency in the collection and administration of the Town's business license requirement, staff is recommending that the City Council approve the outsourcing of business license processing and discovery to MuniServices, LLC. MuniServices has the experience and expertise in property tax, sales tax, business license audit and discovery.

As part of the services agreement, MuniServices will re-design the Town's business license forms; process new business license applications; mail renewal notice; process payment; provide customer service support; and generate revenues and management reports for the Town. All information received by MuniServices is kept with strict confidentiality. MuniServices will be in frequent contact with the Finance Department to ensure proper handling of customers and accounting.

The fee to be charged by MuniServices in performing the business license processing and administration is \$25 per maintained account. The Finance Committee is recommending that the City Council approve the outsourcing agreement and accept staff recommendation to adopt a

business license processing fee of \$25 per license. Going forward, the business license processing fee will be part of the Master Fee Schedule update.

If the City Council desires to pursue discovery service to educate non-compliance taxpayers about the Town's business license requirement, MuniServices is also available to perform the discovery service.

In addition, staff would like to recommend that the City Council consider amending Title 5, Business Taxes, Licenses and Regulations, Chapter 5.12, Contractors and Real Estate Firms, of the Town's Municipal Code. Currently, this Chapter provides very strict categories of taxpayers that are subject to the business license tax and regulation. By having such a restrictive ordinance, the Town is missing out on opportunities to raise new revenues that many towns and cities that are charging. With Proposition 218, any change in the business license requirements will require the approval of the Town residents through a voting process.

FISCAL IMPACT

With the adoption of a business license processing fee, there is no significant fiscal impact.

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome Gruber
City Manager

Attachment: Consultant Service Agreement
Resolution

RESOLUTION NO. 09-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
APPROVING THE OUTSOURCING OF COLLECTION OF BUSINESS LICENSE TAX
TO MUNISERVICES, LLC, AND ADD-ON A BUSINESS LICENSE PROCESSING FEE**

WHEREAS, on January 21, 2009, the City Council desires to outsource the processing and administration of business license tax to MuniServices LLC; and

WHEREAS, the City Council desires to recover those outsourcing costs; and

WHEREAS, the City Council has established a business license processing fee that is reflective of the actual costs of labor, benefits and overhead associated with those services; and

WHEREAS, the City Council sets the FY 2008-09 business license processing fee at \$25 per license; and

WHEREAS, the City Council desires to set future year business license processing fee through the Master Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby:

1. Adopt the outsourcing of collection of business license tax to MuniServices, LLC; and
2. Adopt a \$25 per license business license processing fee for FY 2008-09.

PASSED AND ADOPTED at a regular meeting of the City Council of the Town of Atherton on the ____ day of _____, 2009, by the following vote:

<i>AYES:</i>	<i>COUNCIL MEMBERS:</i>
<i>NOES:</i>	<i>COUNCIL MEMBERS:</i>
<i>ABSENT:</i>	<i>COUNCIL MEMBERS:</i>
<i>ABSTAIN:</i>	<i>COUNCIL MEMBERS:</i>

ATTEST:

Jerry Carlson, MAYOR
TOWN OF ATHERTON

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (hereinafter "Agreement") is made as of _____, between MuniServices, LLC, a Delaware limited liability company with an office at 7335 N. Palm Bluffs Ave, Fresno, CA 93711 and its affiliates (hereinafter "MuniServices"), and the Town of Atherton, a municipal corporation of the State of California (hereinafter "Town").

1. SERVICES

Subject to the terms and conditions set forth herein, MuniServices shall provide to Town those services set forth in Addenda attached hereto in exchange for the fees set forth in the Addenda. Upon mutual agreement, MuniServices and Town may add services to be performed by MuniServices for Town under this Agreement by executing additional Addenda. Such additional Addenda shall contain, at a minimum, a description of the services to be performed, the anticipated compensation for such services, and any additional terms required to give effect to the request for services (collectively "Services"). Such additional Addenda shall be signed by representatives of Town and MuniServices having authority to so bind the parties. MuniServices shall provide the Services in the manner specified in each applicable Addendum. MuniServices shall not be required to perform, nor Town be required to pay for, services not contained in an applicable Addendum.

2. INDEPENDENT CONTRACTOR STATUS

MuniServices is an independent contractor, and not an employee of Town, who will be engaged in providing consulting services for Town. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Town and MuniServices or between Town and any employee or agent of MuniServices. Both parties acknowledge that MuniServices is not an employee for state or federal tax purposes. MuniServices shall retain the right to perform services for others during the term of this Agreement. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or designating MuniServices as an agent of Town. MuniServices shall have no authority to bind, contract, or obligate Town, financially or otherwise. Except as set forth in Section 8.1 of this Agreement, Town shall not have any right to control the means by which MuniServices performs the Services including the facilities used, the employees, contractors, or agents assigned by MuniServices. MuniServices shall be responsible for any subcontracts entered into in the course of performance of the Services for Town and MuniServices shall be solely responsible for payment to the subcontractors.

3. COMPENSATION

3.1 In consideration for the Services to be performed by MuniServices, Town agrees to pay MuniServices the rates set forth in each applicable Addendum.

3.2 MuniServices shall submit timely invoices for all Services rendered in accordance with each applicable Addendum. Payment of undisputed amounts will be made to MuniServices within thirty-days (30) of receipt of MuniServices' invoice therefore. Any undisputed amounts which remain unpaid after thirty-days (30) shall accrue interest

at the rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law.

- 3.3 MuniServices shall be responsible for all costs and expenses incident to the performance of Services for Town, including but not limited to, all costs of equipment provided by MuniServices, all fees, fines, licenses, bonds or taxes required of or imposed against MuniServices and all other of MuniServices' costs of doing business. Town shall not be responsible for expenses incurred by MuniServices in performing Services for Town, except as noted in an applicable Addendum, or such expenses that receive prior written approval from Town.

4. CONFIDENTIALITY

- 4.1 During the term of this Agreement, each party may have access to certain confidential information of the other including such party's products, services, technical data, trade secrets, inventions, processes, and constituent information. All such information shall be deemed "Confidential Information" whether or not identified as such. Each party shall use the Confidential Information of the other solely for performance of this Agreement, and all Confidential Information shall remain the sole property of the respective parties. With regard to Confidential Information, each party shall use the same care as it uses to maintain the confidentiality of its own confidential information, which shall be no less than reasonable care, and shall not make disclosure of the Confidential Information to any third party without the written consent of the Disclosing Party, except to employees, consultants or agents to whom disclosure is necessary to the performance of this Agreement and who are bound by a duty of confidentiality. Information shall not be deemed confidential if it (a) is rightfully known to the receiving party prior to receipt from the disclosing party as reasonably evidenced by such party; (b) becomes known to the receiving party from a source other than one who is under an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be confidential other than by an unauthorized act, or (d) is subject to disclosure by Town under the Public Records Act, California Government Code Section 6250, *et seq.* or other applicable local, state or federal law. At all times, in accordance with Graham-Leach Bliley and other applicable State and Federal regulations, taxpayer information containing Personally Identifiable Information, as defined in applicable regulations, shall be held in the strictest confidence by MuniServices.
- 4.2 If a subpoena or other legal process in any way concerning Confidential Information is served upon a party to which Confidential Information has been disclosed ("Recipient"), the Recipient shall promptly notify the Disclosing Party and shall cooperate with the Disclosing Party, at the latter's expense, in any lawful effort to contest the validity of such subpoena or other legal process.
- 4.3 The parties agree that a breach of the terms of Section 4.1 or 4.2 would result in irreparable injury to the non-breaching party for which a remedy in damages would be inadequate. The parties agree that in the event of such breach or threatened breach, the non-breaching party shall be entitled to, in addition to any other remedies available at law or in equity, seek an injunction to prevent the breach or threatened breach.
- 4.4 The obligation of confidentiality as set forth in Section 4.1 shall continue for a period of three-years (3) from the date of disclosure of the information, provided, however, that for any information which constitutes a Trade Secret (as defined by applicable law), the obligation of confidentiality shall continue during the entire term of this Agreement and shall survive the termination of this Agreement indefinitely. This obligation of confidentiality shall not extend to any information required to be disclosed pursuant to the California Public Records Act, the United States Freedom of Information Act, or other public disclosure acts of the United States or a state or territory thereof. In no event shall Town be liable to MuniServices in connection with the disclosure of any information which the Town in its sole and absolute discretion determines is required to

be disclosed in accordance with the California Public Records Act or other application state or federal laws.

5. TERM AND TERMINATION

- 5.1 Term. This Agreement shall be effective as of the date of the last signature hereto and shall continue in full force and effect for a period of one year (the “Initial Term”). Thereafter, this Agreement shall automatically renew for three (3) successive periods of one (1) year each (each an “Extension Term”).
- 5.2 Termination of Agreement. Unless terminated as per section 5.4 below, this Agreement may only be terminated upon the expiration of the Initial term or the expiration of an Extension term. If either party desires to terminate this Agreement upon the expiration of a one-year term, the terminating party shall provide notice to the other party of its intent not to renew no less than sixty-days (60) prior to the renewal date.
- 5.3 Intentionally omitted.
- 5.4 Event of Default. Any of the following shall constitute an event of default (“Event of Default”) under this Agreement or any applicable Addendum: (a) Town fails to pay any undisputed amount when due hereunder (after fourteen working days prior written notice of such failure to pay), or (b) a material breach by either party of this Agreement or applicable Addendum. If an Event of Default occurs, the non-breaching party shall notify the breaching party of the Event of Default and provide the breaching party thirty-days (30) to cure (except in the case of non-payment for which the cure period shall be fourteen (14) working days) or such amount of time as is reasonable given the circumstances. If the breaching party fails to effect cure within the time allowed, then the non-breaching party may, at its option, terminate this Agreement or applicable Addendum effective immediately upon notice.
- 5.5 Effect of Termination. Notwithstanding non-renewal or termination of this Agreement or any attached Addendum pursuant to Sections 5.1, 5.2, or 5.4 above, Town shall be obligated to pay MuniServices for services performed through the effective date of termination for which MuniServices has not been previously paid. In addition, because the services performed by MuniServices prior to termination or non-renewal of this Agreement or attached Addendum may result in Town’s receipt of revenue after termination which are subject to MuniServices’ fee in accordance with each applicable Addendum, Town shall remain obligated after termination or non-renewal to provide to MuniServices such information as is necessary for MuniServices to calculate the compensation due as a result of this receipt of revenue by Town and Town shall remain obligated to pay MuniServices’ invoices therefore in accordance with the terms of this Agreement.

6. EQUAL EMPLOYMENT OPPORTUNITY

On any work MuniServices performs under this agreement, we shall not discriminate on the ground of race, color, religion, sex, national origin, or veteran status in the selection and retention of employees, subcontractors, the procurements of materials or leases of equipment.:

7. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION

- 7.1 By MuniServices. MuniServices represents that all Services shall be performed by persons with the skills and abilities necessary and consistent with the standards of professionalism prevalent in the industry. The Services and deliverables shall be provided free and clear of the proprietary claims of third parties. All Services shall be provided in accordance with applicable state and federal regulations, including, without limitation, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and applicable state regulations.

**SUBSECTION 7.1 IS THE FULL AND COMPLETE WARRANTY
STATEMENT OF MUNISERVICES UNDER THIS AGREEMENT.**

- 7.2 By TOWN. Town represents that to the best of Town's actual knowledge with no duty of investigation required, the information provided to MuniServices in the performance of Services by MuniServices hereunder shall be provided free and clear of the claims of third parties. Town represents that to the best of Town's actual knowledge with no duty of investigation required, Town has the right to provide said information to MuniServices and that said information shall not be obscene, defamatory, or otherwise expose MuniServices to liability to third parties.
- 7.3 Indemnification. MuniServices hereto agree to defend, indemnify (with counsel reasonably acceptable to Town), and hold harmless the Town, its elected and appointed officials, officers, employees, agents, volunteers, successors and assigns, from any and all claims, suits, demands, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees (collectively "Losses") arising from or related to a claim of injury to person or property or death arising from or caused by the negligent acts or omissions of employees, agents, or representatives of MuniServices which acts or omissions arise from the MuniServices's performance (or non-performance) under this Agreement. Town shall defend, indemnify, and hold MuniServices harmless from any Losses arising from or related to a claim that information provided by Town to MuniServices contains any false, misleading, or defamatory information regarding a third party. MuniServices shall defend, indemnify, and hold Town harmless from any

- 7.4 Limitation of Liability. To the maximum extent permitted by law, in no event shall MuniServices, its employees, contractors or agents be liable for any indirect, incidental, special, punitive or consequential damages, lost data or cost of procurement of substitute goods or services arising from or related to the services whether for, among other things, breach of warranty or any obligation arising therefrom, and whether liability is asserted in contract or tort (including but not limited to negligence and strict product liability) whether or not MuniServices has been advised of the possibility of any such loss or damage. MuniServices' liability hereunder shall in no event exceed an amount equal to the fees paid by Town for the affected service to which the claim pertains. The foregoing sets forth Town's exclusive remedy for claims arising from or out of this agreement. The provisions of this section allocate the risks between MuniServices and Town and MuniServices' pricing reflects the allocation of risk and limitation of liability specified herein.

claim that MuniServices negligently or intentionally falsified any information provided to Town pursuant to this Agreement.

8. GENERAL PROVISIONS

- 8.1 Personnel. At any time, Town may request removal or replacement of personnel assigned by MuniServices and MuniServices shall promptly replace such personnel. The time for any deliverables required or any increase in costs shall be adjusted to reflect any adverse impact resulting from the change in personnel.
- 8.2 Gratuities, Gifts, Conflict of Interest. MuniServices shall, at all times, comply with any Town policies regarding gifts, gratuities, or conflicts of interest. At no time shall MuniServices, an employee, agent, director, or contractor offer or accept any gift or gratuity from a third party who may be subject to findings resulting from Services, to or from any Town official, employee, contractor, or agent, or from any other party where such gift or gratuity could be construed as a conflict of interest. MuniServices, its officers, directors, employees, agents, and contractors shall avoid all conflicts of interest, financial or otherwise, or the appearance thereof, in the performance of this Agreement or the applicable Services.
- 8.3 Dispute Resolution. If any dispute relating to this Agreement arises between the parties, the parties shall make a good faith effort to resolve the dispute informally through negotiation prior to filing a lawsuit. If the good faith effort to resolve the dispute does not resolve the dispute, the parties may seek judicial determination of the dispute.
- 8.4 Ownership of Work Product. MuniServices shall retain all right, title, and interest in and to the processes, procedures, models, inventions, software, ideas, know-how, and any and all other patentable or copyrightable material used, developed, or reduced to practice in the performance of this Agreement. Upon payment therefore, Town shall be granted all right, title, and interest in and to the reports, charts, graphs, and other deliverables produced by MuniServices in the performance of this Agreement. Upon the termination of this Agreement MuniServices agrees that it shall provide TOWN, at no additional cost, a data base of all information provided to the TOWN in either MS Excel or Access format or such other format as reasonably requested by the TOWN, provided, however, that costs for conversion to formats other than MS Excel or Access may be subject to reasonable reimbursement as mutually agreed in writing by TOWN and MuniServices.
- 8.5 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment without such prior written consent shall be void. Notwithstanding the foregoing, the Parties hereto may assign all or part of this Agreement immediately, without the prior written consent of the non-assigning Party if necessary to satisfy the rules, regulations and/or orders of any federal or state governmental agency or body.

Notwithstanding the foregoing, MuniServices may assign monies due under this agreement (whether characterized as an account receivable or otherwise). Any violation of the provisions of this Section shall render this Agreement voidable at the option of the non-assigning Party.

8.6 Insurance.

- a. Public Liability. During the term of this Agreement, MuniServices shall maintain in full force and effect a policy of public liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. MuniServices shall cause Town, its officials and employees to be named on all liability policies described above as insured as respects activities undertaken pursuant to the parties' respective obligations pursuant to this Agreement.
- b. Workers' Compensation. During the term of this Agreement, MuniServices shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability MuniServices may have for workers' compensation.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Town, its officers, elected and appointed officials, employees, agents and volunteers; or MuniServices shall provide a evidence satisfactory to Town of MuniServices' ability to pay deductible or self-insured retention.
- d. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:
 - i. Town, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds.
 - ii. MuniServices's insurance coverage shall be primary insurance as respects Town, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Town, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of Town's insurance and shall not contribute with it.
 - iii. Upon receiving written notice of cancellation from its insurers, MuniServices shall give the Town twenty-five days prior written notice of the cancellation.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- f. Verification of Coverage. MuniServices shall furnish Town with original certificates and amendatory endorsements effecting coverage required by this Section 8.6. The endorsements should be on forms provided by Town or on other than the Town's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Town before the commencement of the Term. Town reserves the right to require complete, certified

copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

- 8.7 Severability. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions shall remain in full force and effect.
- 8.8 Waiver. Either Party's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other of its rights hereunder at any later date or time.
- 8.9 Force Majeure. Neither party shall be liable for failing to perform its obligations hereunder (other than payment obligations) where delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.
- 8.10 Notices. All notices, including notices of address changes, provided hereunder shall be deemed received on the third day after mailing if sent by mail, or immediately if sent by facsimile. Notices shall be sent to the following:

If to MuniServices:

MuniServices, LLC
7335 N. Palm Bluffs Ave.
Attn: Legal Department
Email: legal@muniservices.com

If to Town:

Town of Atherton
Fresno, CA 93711
Attn:
Email:

- 8.11 Copies. This Agreement May Be Executed In Separate Counterparts Including Facsimile Copies, Each Of Which Shall Be Deemed An Original, And All Of Which Shall Be Deemed One And The Same Instrument And Legally Binding Upon The Parties.
- 8.12 Entire Agreement. This Agreement, including the Addenda attached hereto and made part hereof, constitutes the entire Agreement between MuniServices and Town with respect to the Services provided. This Agreement supersedes and replaces any and all prior agreements, of whatever kind or nature, with respect to the Services provided hereunder and with respect to any Addendum to be added hereto at a later date. Any prior agreements, discussions, or representations not expressly set forth herein are of no force or effect.
- 8.13 No Oral Modification. No modification of this Agreement shall be effective unless set forth in writing and executed with the same formality as this Agreement. With respect to MuniServices, no waiver of the requirements of this Section shall be effective unless in writing and signed by the President of MuniServices.
- 8.14 Construction. This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflict of laws principals.

- 8.15 Headings. The section headings herein are for convenience and reference purposes only and shall not serve as a basis for construction or interpretation.
- 8.16 Order of Precedence. In the event of any conflict between the terms of this Agreement and the terms of any Addenda, the terms of this Agreement shall prevail. No additional terms, PO Terms and Conditions, or oral or written representations of any kind shall be of any force and effect unless in writing and executed with the same formality as this Agreement.
- 8.17 Partial Payment. No receipt by MuniServices of an amount less than Town's full amount due will be deemed to be other than payment "on account", nor will any endorsement or statement on any check or any accompanying letter effect or evidence an accord and satisfaction. MuniServices may accept such check or partial payment without prejudice to MuniServices' right to recover the balance or pursue any right of MuniServices.
- 8.18 Venue. In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the State courts of the County of San Mateo or where appropriate, in the United States District Court, Northern District of California.
- 8.19 Attorneys' Fees. If any action at law or in equity is brought for or on account of any breach of, or to enforce or interpret any of, the covenants, terms, or conditions of this Agreement, the prevailing Party shall be entitled to recover from the other Party as part of the prevailing Party's costs reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

The Parties are signing this Agreement as stated in the introductory clause.

MuniServices, LLC

Town of Atherton
a municipal corporation

By: _____

By:

Marc Herman

Title: President

Title: _____

ATTEST:

By: _____

Kevin Cerutti

Title: Vice President Finance

Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Eric Myers, Counsel

Town Attorney

EXHIBIT A

Town of Atherton Business License Tax Management and Administration Discovery & Audit Scope of Services

I. BUSINESS LICENSE MANAGEMENT AND ADMINISTRATIVE SERVICES

Upon full contract execution, MuniServices shall perform the following services:

A. Process Business Tax Applications

- i. Process new applicants and review and verify applications and application data, data input and licensee correspondence;
- ii. Process annual renewal applications, mail renewal applications, and process completed renewal applications;
- iii. Process special short term licenses (Street fairs, Art festivals, Film Permits, etc.);
- iv. For taxpayers who do not return their annual renewal application, MuniServices will send two additional notices and make one follow up phone call. To the extent these efforts do not result in taxpayer compliance, the account will be handled under MuniServices' Compliance and Discovery services and will be subject to those services' respective fees.
- v. For unregistered taxpayers referred by the town, MuniServices will send two notices and make one follow up phone call. To the extent these efforts do not result in taxpayer compliance, the account will be handled under MuniServices' Compliance and Discovery services and will be subject to those services' respective fees.
- vi.

B. Collections

- i. Collection of Business License taxes and fees for both new licenses, renewals, and special short term licenses MuniServices will remit to the Town or as directed by Town deposit into a Town bank account established for MuniServices to make direct deposits on behalf of Town all Business License taxes and fees within seven (7) calendar days of receipt by MuniServices;
- ii. Monthly detail reporting of payments received, including monthly reconciliation of payments received to payments remitted to, or deposited on behalf of, the Town;
- iii. Credit Card payment processing will be accepted pursuant to Town policy. MuniServices and Town will work together to determine the best method for processing credit card payments;
- iv. For taxpayers who do not remit payment with their application or whose check is not honored by the bank (NSF check), MuniServices will send two additional notices and make one follow up phone call. To the extent these efforts do not result in taxpayer compliance, the account will be handled under MuniServices' Compliance and Discovery services and will be subject to those services' with the respective fees.

C. Taxpayer Communications

- i. MuniServices will handle all taxpayer communications including general questions, account inquiries, business license application questions and issue resolution.
- ii. MuniServices' National Call Center will be available through a toll free telephone line Monday through Friday, 8:00AM to 5:00PM Pacific Time;
- iii. MuniServices will respond to taxpayer correspondence via return phone call or written correspondence. All standard correspondence templates will be subject to Town's prior written approval;
- iv. MuniServices will maintain logs identifying the date of the inquiry, the name and address of the person or entity making the inquiry and the advice or other information provided by MuniServices, such logs will be provided to Town within seven (7) calendar days upon Town's written request;
- v. MuniServices shall within seven (7) calendar days of Town's written request visit the Town to address specific taxpayer concerns up to six visits per year;

D. Reporting to include

Standard reports are available from MuniServices;

- i. Up to five initial Ad-Hoc reports to be created based upon Town request as developed with the Town / MuniServices guidelines;
- ii. Up to five annual Ad-Hoc reports to be created based upon Town request;
- iii. Reports to be provided to the Town as established in the guidelines and/or as requested by the Town;

E. Client Communications

- i. MuniServices will maintain regular and close communications with Town staff to communicate project activity and any issues. MuniServices will provide prompt responses to Town staff regarding any questions or issues. Unless otherwise agreed between MuniServices and Town, the Manager of MuniServices' Local Tax Compliance Division shall be the Town's primary contact person;
- ii. MuniServices will provide contacts for the Town's staff to inquire about license status when people appear at the Town counter. In Addition, MuniServices will provide an electronic spreadsheet updated weekly, to ensure the Town's staff has accurate and up to date registration information.

II. BUSINESS LICENSE DISCOVERY AND AUDIT SERVICES

MuniServices' Business License ("BLT") auditing service will help the Town to realize revenue to which they may be entitled but may not be receiving from their business license tax registry. MuniServices provides the detection, documentation and correction of errors and omissions causing deficiencies thereby producing new revenue that would not otherwise have been realized by the Town. Moreover, our team works in full and collaborative partnership with Town revenue staff to supplement and bolster the operation and procedures currently in place.

The audit program works to inform local businesses of accurate compliance with the BLT ordinance in a way that minimizes for the Town the burden of follow up. The business owner is educated on the requirements of the ordinance to prevent future misapplication.

No work will be conducted under the BLT service without Prior written consent of the Town.

Services in a full BLT audit program include:

A. Discovery Service

The discovery service portion of the BLT service is designed to identify entities subject to the Town's local business tax that are not properly registered with Town or otherwise not reporting business taxes to Town. In performing the discovery service, MuniServices shall:

- i. Establish a comprehensive inventory of the entities subject to the Town's local business tax and determine the database elements needed to compare MuniServices records with the Town's records of those entities that are properly registered;
- ii. Compare MuniServices records with Town records to identify potential non-reporting and non-registered entities subject to the Town's business tax;
- iii. Assist each confirmed, unregistered or non-reporting entity, as necessary, to complete Town's applicable registration form(s) and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate);
- iv. Invoice entity (including supporting documentation) on behalf of Town for the amount of identified deficiencies, with payment to be remitted to Town or to MuniServices;
- v. Establish a call center open during normal business hours to assist entities with questions about the application of Town's taxes and entity's reporting and remittance requirements; and
- vi. Educate entity regarding Town's reporting requirements to prevent recurring deficiencies in future years.

B. Audit Service

The audit service portion of the BLT service is designed to identify entities subject to the Town's business tax that are underreporting their business taxes and to review the entities' records to ensure compliance with Town's taxes. In performing the Audit Services, MuniServices shall:

- i. Establish a comprehensive inventory of the registered entities subject to the Town's business tax and the database elements needed to analyze each entity's current and prior years tax remittance records;
- ii. Compare MuniServices records with Town records to identify potential under-reporting entities subject to taxation;
- iii. Meet with designated Town staff to review and discuss potential audit candidates and mutually agree which entities will be subject to review;
- iv. For potential under-reporting entities identified, obtain authorization from Town to conduct a review of the entities' records and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate);
- v. Submit audit summaries (also referred to as a "Deficiency Notice") to Town to permit Town to determine the amount of a deficiency owed, if any;
- vi. Invoice entity (including supporting documentation) on behalf of Town for the amount of identified deficiencies, with payment to be remitted to Town or to MuniServices; and
- vii. Educate entity regarding Town's reporting requirements to prevent recurring deficiencies in future years.

C. Corollary Consulting

Upon mutual written agreement between MuniServices and the Town as to the scope of services to be provided, MuniServices shall provide to Town such additional consulting services as Town may request. Consulting services otherwise included in this Addendum will not be subject to MuniServices' fees for Corollary Consulting as set forth below.

III. COMPENSATION

A. Business License Tax Administration & Privatization Services

MuniServices' fee for providing the Business License Tax Administration Services shall be an annual fee of \$25 per maintained account. Maintained account shall be defined as any account for which a license has been issued and to any account maintained by MuniServices that is subject to taxation but that has not yet paid the tax in full, regardless of the status of the account; except that Maintained Accounts shall not include those accounts that have been closed by the taxpayer or have been inactive for more than 10 months.

The Annual Fee from the effective date of this agreement thru June 30, 2009 is based on the number of accounts delivered to MuniServices by the Town in the initial transition file.

The Annual Fee beginning on July 1, 2009, and for subsequent years, will be based on the number of maintained accounts as of July 1 of each year.

Quarterly, MuniServices shall invoice the Town one-quarter ($\frac{1}{4}$) of the Annual Fee for that year. All invoices for services shall be due and payable within thirty (30) days of the date of the invoice.

The Annual Fee is adjusted upward at the beginning of each calendar year by the percentage change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of

Labor Statistics. The initial Consumer Price Index used for the first CPI adjustment will be the CPI-WU for the month in which the agreement is fully signed with the first adjustment to occur on January 1, 2012. The adjustments thereafter will be based on the CPI-WU from December of the prior calendar year. Each Annual Fee adjustment will not be less than two percent (2%) or greater than four and one-half percent (4.5%).

B. Discovery Services

MuniServices' compensation for the discovery service portion of the LTC service is a contingency fee of 40% of additional revenue generated by the program. The 40% contingency fee will apply to revenue received by Town as a result of deficiencies identified in the review and applies to revenue for the current tax year, any eligible prior period revenues, all applicable penalties, interest, and any other associated fees. The contingency fee only applies to revenue actually received by the Town. The term "current tax year" shall mean the most recent tax year for which local taxes are due and payable to Town, and in which MuniServices has identified deficiencies. Town agrees to use reasonable and diligent efforts to collect deficiencies identified by MuniServices.

D. Audit and Corollary Consulting

Town may request that MuniServices provide additional audit or consulting services at any time during term of the Agreement to which this Addendum is attached. If MuniServices and Town agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting services on a Time and Materials basis. Depending on the personnel assigned to perform the work, MuniServices' standard hourly rates range from \$75 per hour to \$300 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

IV. TOWN OBLIGATIONS

MuniServices shall have and maintain Town's business license registry file and payment history from which MuniServices shall compute its billing to Town for the Discovery and Audit services which will be invoiced no less than quarterly during the term of the Agreement. If at any time Town begins maintaining the Business License Registry and payment files, Town agrees to provide an electronic copy to MuniServices quarterly for so long as MuniServices' right to invoice for services rendered continues. MuniServices shall invoice Town for the contingency fee on no less frequently than a quarterly basis, based on revenue actually received by Town from deficiencies identified by MuniServices. Because MuniServices' BLT Service may result in collection of deficiencies after termination of the Agreement, Town's obligation to collect fees and notify MuniServices, and MuniServices' right to continue to receive contingency fees, shall survive termination of this Addendum or the Agreement for any reason.

Town shall have the right, at Town's option, to elect not to proceed with recovery of any identified deficiencies. Deficiencies which are uncollectable due to insolvency or dissolution of the entity liable, or for deficiencies which are otherwise incapable of collection (e.g. statute of limitations expiration or other legal defense) shall not be considered an "election" by Town for the purposes of this Agreement. For deficiencies otherwise collectable but for which Town elects not to collect, Town shall notify MuniServices of its election not to pursue ("waive") collection of said deficiencies. MuniServices shall be entitled to one-half (½) of the fee MuniServices would have been entitled to for the waived portion of the deficiency.

The Parties are signing this Agreement as stated in the introductory clause.

MuniServices, LLC

Town of Atherton
a municipal corporation

By: _____

Marc Herman

Title: President

By: _____

Title: _____

ATTEST:

By: _____

Kevin Cerutti

Title: Vice President Finance

Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Eric Myers, Counsel

Town Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: CONSIDERATION AND APPROVAL OF AN INVESTMENT ADVISORY
AGREEMENT – NON-DISCRETIONARY WITH MBIA MUNICIPAL
INVESTORS SERVICE CORPORATION; AND AUTHORIZE THE CITY
MANAGER TO SIGN THE AGREEMENT**

RECOMMENDATION

Approve the investment advisory agreement – non-discretionary with MBIA Municipal Investors Service Corporation; and Authorize the City Manager to Sign the Agreement

DISCUSSION

As directed by the City Council of the Town of Atherton, staff contacted Bank of America, Wells Fargo Bank, and Union Bank to solicit investment advisory service for the Town. The goal is to seek out investment experts to help the Town to better manage the total investment portfolio in today's challenging environment and volatile financial market. Staff was contacted by two additional asset management firms that are interested in providing the investment advisory services to the Town. Based on office interview, evaluation of the informal Request for Proposal, and customer reference check, MBIA Municipal Investors Service Corporation (MBIA) is determined by the City Manager and Finance Director to best fit the need of the Town. Unlike a banking institution, MBIA does not promote its own line of securities. Their function is to strictly manage the Town's fund using full-time portfolio manager; state-of-the-art investment program that encompasses industry best practices to deal with the volatility of the financial market; and following the Town's approved investment policy. Using a non-discretionary contract, Town staff will give final approval before a trade can be executed.

All securities purchased will be safe-kept by a custodial bank. If the City Council approves the investment advisory agreement, staff will seek a custodial agreement from a sound banking

institution such as Wells Fargo Bank or Union Bank. The agreement can be signed by the City Manager. The custodial fee for securities and record keeping is estimated to be about \$1,000 annually.

The Finance Committee received staff recommendation and is also recommending that the City Council consider and approve the investment advisory agreement with MBIA. Furthermore, MBIA charges the lowest fee for their service among the four responses.

FISCAL IMPACT

The fee for MBIA investment advisory services are based on average value of assets under management (excluding balances in local government pools). The annual fee for assets up to and including the first \$20 million is 0.10%. It is .07% for amounts over \$20 million. For a portfolio size of \$15 million, the annual fee is estimated to be \$15,000.

To pay for the service, staff anticipates the active management of investment will help to generate excess returns to absorb the advisory fee.

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome Gruber
City Manager

Attachment: Investment Advisory Agreement

MBIA Municipal Investors Service Corporation

INVESTMENT ADVISORY AGREEMENT – NON-DISCRETIONARY

This Agreement, dated as of the _____ day of _____ 2009 (this "Agreement"), is by and between MBIA Municipal Investors Service Corporation (the "Adviser") and the Town of Atherton, California (the "Client"). The parties agree as follows:

1. APPOINTMENT

The Client hereby appoints the Adviser as the investment adviser of those assets designated by the Client (the "Advisory Account").

2. DUTIES OF THE ADVISER

The Adviser shall invest the assets of the Advisory Account as directed by the Client in accordance with the written investment objectives, policies and restrictions of the Client. The Client shall provide the Adviser with an initial Investment Policy or list of authorized investments which shall be incorporated in Exhibit A.

The Adviser will provide to the Client monthly a written report detailing transactions for the period and an inventory of the investments in the Advisory Account. It is agreed that the Adviser, in the maintenance of records, does not assume responsibility for the accuracy of information furnished by the Client or any other person.

Any additional investment management services the Adviser shall provide to the Client are listed in Exhibit B.

3. NON-DISCRETIONARY AUTHORITY

It is agreed that decisions concerning investments subject to this Agreement shall be made by the Client's authorized representative with the assistance of the Adviser. The approval of the Client is required prior to the execution of any investment transaction for the Advisory Account. The Adviser, when expressly instructed by the Client, will buy or sell securities and place orders for the execution of such transactions with or through such brokers, dealers, or issuers as the Adviser may select, subject to approval by the Client.

4. CHANGES IN INVESTMENT POLICIES OR ASSETS IN THE ACCOUNT

The Client is required to notify the Adviser promptly in writing of any modifications to the investment objectives, policies or restrictions applicable to the Advisory Account. The Client agrees to notify the Adviser promptly of any withdrawal of securities from the Advisory Account initiated by the Client.

5. ALLOCATION OF BROKERAGE

When placing orders for the execution of transactions for the Advisory Account, the Adviser will take into consideration not only the available prices but also other relevant factors such as, without limitation, execution capabilities and safekeeping arrangements. The Adviser will exercise good faith in obtaining the best price and execution for each transaction for the Advisory Account.

6. SAFEKEEPING AND CUSTODY

The Adviser will not have custody or possession of the assets of the Advisory Account of the Client. The Client shall select and authorize a custodian bank or brokerage firm to hold the assets of the Advisory Account in safekeeping for the Client.

7. FEES

The compensation of the Adviser for its services under this Agreement shall be calculated and paid in accordance with the Fee Schedule in Exhibit C, as the same may be amended from time to time by mutual agreement of the Client and the Adviser. The Client shall be solely responsible for all fees involved with any custodial arrangements.

8. LIMITATION OF LIABILITY

The Adviser will not be liable for any error in judgment or any acts or omissions to act except those resulting from the Adviser's negligence, willful misconduct or reckless disregard of its duties and

obligations under this Agreement. Nothing herein shall in any way constitute a waiver or limitation of any right of any person under the federal and state securities laws.

9. SERVICES TO OTHER CLIENTS

It is understood that the Adviser performs investment advisory services for other clients. The Client agrees that the Adviser may give advice and take action with respect to any of its other clients which may differ from advice given, or the timing, or nature of action taken, with respect to the Advisory Account.

10. REPRESENTATIONS BY THE CLIENT

The Client represents that the terms of this Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise, and that this Agreement has been duly authorized by appropriate action and is binding upon the Client in accordance with its terms.

11. ACKNOWLEDGMENT OF RECEIPT OF BROCHURE (FORM ADV PART II)

The Client hereby acknowledges receipt of the Adviser's Brochure (Form ADV Part II) at least 48 hours prior to the date of execution of this Agreement in compliance with Rule 204-3 of the Investment Advisers Act of 1940 ("the Act").

12. NOTICE

All notices and other communications shall be deemed effective when received, in writing, at the addresses appearing below. Receipt of written notice shall be presumed if mailed postpaid by registered or certified mail, return receipt requested. Each party shall be entitled to presume the correctness of such address until notified in writing to the contrary.

13. TERMINATION; ASSIGNMENT; AMENDMENT

This Agreement may be terminated at any time by either party giving to the other at least thirty (30) days' prior notice of such termination confirmed in writing. If any fees have been paid in advance, the Adviser will refund to the Client a prorata share of the fee. No assignment, as that term is defined in the Act, of this Agreement shall be made by either party without the consent of the other. This Agreement may be amended or modified at any time by mutual agreement in writing.

14. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each one of which shall be deemed to be an original.

15. GOVERNING LAW

To the extent federal law does not apply, this Agreement shall be construed in accordance with and governed by the laws of the State of California.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the management of the Advisory Account. The Exhibits referenced herein are incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives as of the date first above written.

Town of Atherton

APPROVED BY:

City Manager

ADDRESS:

91 Ashfield Road
Atherton, CA 94027

MBIA Municipal Investors Service Corporation

BY:



Mary Donovan, CFA
Vice President

ADDRESS:

1700 Broadway, Suite 2050
Denver, CO 80290

EXHIBIT A

AUTHORIZED INVESTMENTS

Insert a copy of the Client's Investment Policy or a List of Authorized Investments that specifies the types of securities, maximum maturity, credit ratings, diversification or percent of portfolio limits, and any other specified guidelines.

EXHIBIT B

WORK TO BE PERFORMED

MBIA Municipal Investors Service Corporation will provide the following services for the Town of Atherton (the Town):

- / Full-time non-discretionary management of the portion of the investment portfolio under advisement.
- / Development and implementation of investment strategies for the portion of the investment portfolio under advisement that will seek to enhance portfolio performance under current and future market conditions within the parameters of the investment policy and cash flow needs.
- / Technical and fundamental market research, including yield curve analysis.
- / Documentation of competitive prices for securities transactions.
- / Trade settlement assistance.
- / Monthly investment reports for the portfolio detailing securities holdings (including balances in local government investment pools), portfolio composition and sector analyses, portfolio return and weighted average maturity, and daily transaction activity.
- / Due diligence reviews of current and proposed broker/dealers.
- / Credit analysis of the investments in the portfolio.
- / Evaluation of safekeeping and custodial procedures and agreements.
- / Review and revision of the Town's investment policy as needed.
- / Reviews of the investment program and portfolio performance with the Town's finance staff, investment committee, and/or governing body upon request.

EXHIBIT C

FEE SCHEDULE FOR INVESTMENT ADVISORY SERVICES

The annual fee for providing investment advisory services for the Town of Atherton is as follows:

<u>Assets</u>	<u>Annual Fee</u>
Up to and including the first \$20 million	10 basis points (0.10%)
Amounts over \$20 million	7 basis points (0.07%)

The fees for investment advisory services are based on the average value (cost basis) of assets under management (excluding balances in local government investment pools). A pro rata portion of the annual fee (1/12) is billed each month based on the average asset value of the portfolio for the month. The fee shall be payable upon receipt of billing from the Adviser.

Monthly fees are based on the schedule outlined above, but at no time shall the monthly fee be less than \$1,000. (This minimum monthly fee will not apply to accounts that are entirely comprised of proceeds from the sale of bonds.)



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JANUARY 21, 2009

**SUBJECT: REVIEW AND GIVE DIRECTION TO STAFF
REGARDING A COMMENT LETTER ON THE SCOPE OF
STUDY FOR THE CALIFORNIA HIGH SPEED TRAIN
PROJECT LEVEL EIR/EIS FROM SAN FRANCISCO TO
SAN JOSE**

RECOMMENDATION:

Review the draft comment letter on the Scope of Study for the California High Speed Train (HST) Project Level EIR/EIS from San Francisco to San Jose prepared by staff, including comments from the Rail Committee, and give direction to staff.

INTRODUCTION:

The California High Speed Rail Authority (CHSRA) is beginning the project level environmental process and is seeking comments from cities on the scope of the environmental studies. The Town of Atherton previously submitted comments on the Program Level EIR/EIS that were inadequately addressed. Staff recommends that all the comments made on the Program Level EIR/EIS be incorporated as comments on the scope of work for the Project Level EIR/EIS.

In addition, an introductory section spells out the critical need for the CHSRA to determine the “footprint” of the HST system on the Peninsula, specifically the number of tracks and the configuration of stations. Other impacts, both environmental and economic, are impossible to determine without first determining the scope of the project.

ANALYSIS:

The letter in your packet was drafted by staff with the assistance of members of the Rail Committee. The Rail Committee will review the comments at a special meeting set for Tuesday January 20th. Any additional comments or revisions suggested by the Rail Committee will be brought to the Council meeting.

Based on the direction given to staff, the comments letter will be re-drafted. During the month of February, coordination meetings with adjacent cities, including Redwood City, Menlo Park and Palo Alto, will occur to develop consensus among the cities on what the cities want to see in the project level studies. The comments will be reconsidered by the Rail Committee at the regular February meeting, and brought back to Council in February for approval.

An initial scoping meeting is being held by the CHSRA on Thursday January 22nd from 3-7 PM at the Samtrans Auditorium in San Carlos. The final comments on the scope of study are due on March 6, 2009.

FISCAL IMPACT:

At this time there is no fiscal impact other than considerable staff time that will need to be spent in the coming years to coordinate with the CHSRA and consultants.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachments: Draft Comment Letter



Town of Atherton

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

January 22, 2009

California High-Speed Rail Authority
925 L Street, Suite 1425
Sacramento, CA 95814

Subject: Scope of Work Comments on California High-Speed Train (HST) Project
Level EIR/EIS from San Francisco to San Jose

Ladies and Gentlemen:

Our staff, our Rail Committee and our City Council have the following comments and suggestions regarding the scope of the project level EIR for the California High-Speed Train project from San Francisco to San Jose:

PURPOSE

The purpose of this document is to present the Town of Atherton's comments on the Scope of Work to be included in the development of the Project Level EIR for the California High-Speed Train (HST) from San Francisco to San Jose, California. Some of the comments which follow relate to the overall project, but most address areas of particular concern to Atherton and in some cases include nearby communities.

Two major decisions should be made as early as possible to provide for subsequent study:

1. Determine the number of tracks for various sub-segments of the line between San Francisco and San Jose
2. Determine the location of the mid-Peninsula stop.

FIRST DETERMINE HOW MANY TRACKS

The number of tracks to accommodate Caltrain and HST schedule projections should be determined as a prerequisite to evaluation of both economic and environmental impacts. Trackage plans should be adequate to handle both HST and Caltrain ridership and schedules well into the future (at least through 2035) to avoid repeating massive right-of-

way construction impacts if additional tracks become needed later. Trackage plans for the entire Caltrain corridor need definition so that impacts on Atherton and other communities can be viewed in perspective.

The California High-Speed Rail Business Plan of November, 2008 states that the San Jose to San Francisco segment is “assumed” to have four tracks. The two middle tracks would be “shared” by HST and Caltrain (Baby Bullets) with the outer tracks being used by Caltrain (local trains and UP freight trains in off-peak hours). There is no indication that the four-track and sharing assumptions have been validated by credible ridership forecasts and coordinated schedule simulations by both Caltrain and HST. It is critical that this be accomplished as one of the first steps of the Project EIR work.

Shared Track Feasibility

Shared middle tracks by HST and Caltrain Baby Bullets do not appear feasible for two reasons. First, track capacity could be inadequate and, second, scheduling and dispatching between Caltrain and HST would be too complex.

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1. Track Capacity

The only available public information on potential HST schedules between San Francisco and San Jose is in a document called “Timetable Example for 2020”, part of the 2000 Business Plan. Between San Francisco and San Jose, the 2020 timetable example for San Francisco – San Diego (weekday) service indicates that too few open time slots are available to share tracks with Caltrain Baby Bullets. Currently 22 Baby Bullets (11 each direction) are scheduled each weekday during peak commute hours. HST timetables tend to have similar peaks. If HST San Francisco – Sacramento 2020 schedules were added, there would be about 18 more daily peak hour trains between San Francisco and San Jose (9 in each direction). Growth in the number of HST trains and Caltrain Baby Bullets beyond 2020 would overload capacity even more. The only viable options seem to be to add passing tracks or dedicate the middle tracks to HST only. The capacity of the two outer tracks to carry projected future volumes of all Caltrain traffic would need to be determined. The four track assumption would have to be validated or changed.

2. Scheduling and Dispatching

Even if track capacity constraints could be overcome, coordinating schedules and dispatching on shared tracks would be an administrative nightmare. Caltrain and HST are two separate autonomous organizations with different missions serving different markets. Each would want and need control over scheduling and dispatching its own trains to best serve the needs of its riders. Sharing tracks would involve inevitable basic scheduling conflicts plus problems when determining priorities in response to emergencies, breakdowns and other train delays of either entity.

Therefore it is absolutely essential that the long term track requirements for HST and Caltrain be determined for each segment along the right of way. Track requirements, including sharing if feasible, should be validated through simulations of both HST and Caltrain future schedule alternatives.

Provisions must be made for accommodating Dumbarton Rail (unless these plans are abandoned), Union Pacific freight, and other interrelated rail operations such as Capital Corridor, ACE, and Amtrak Coastal Express between Santa Clara and San Jose. Any sharing of tracks should be defined in contractual agreements between the parties involved, including scheduling and dispatching responsibilities.

Temporary shoo-fly tracks required during construction would have to be determined, either up-front or during evaluation of alternatives if these requirements vary among different alternatives.

MID-PENINSULA STOP

[Jack?]

Only after this basic footprint information is defined can the real work on environmental and economic studies begin. Comments regarding additional scope for the project level EIR/EIS are the same as the comments previously made on the program level EIR/EIS. Those comments follow.

PROGRAM LEVEL EIR/EIS

The Town of Atherton previously reviewed and commented on the Bay Area to Central Valley HST Draft Program EIR/EIS for the Proposed California High-Speed Train System by letter dated October 25, 2007. Most of those comments are repeated here because they were not adequately addressed at the program level or in the responses to comments, and therefore need to be addressed either in a revised program level EIR/EIS or at the project level.

An Atherton City Council Resolution stating the Town's position on the program level EIR/EIS is attached.

ALIGNMENT

Altamont Pass Alignment

For the reasons discussed below, high speed rail along the Caltrain corridor is not necessary or desirable. In fact, the devastation which would be wreaked upon Peninsula

cities by construction of a high speed rail line through the narrow Caltrain corridor would be immeasurable.

The Altamont Pass Alternative has the unique benefit that it could avoid the Town of Atherton completely. This is not just parochial. The impacts of High Speed Rail to every Peninsula city will be as great, if not greater, than the impacts to Atherton. Caltrain already provides Baby Bullet service on the Peninsula, so providing a redundant service on the Peninsula is inferior to providing a new express rail service in the East Bay (BART and Amtrak do not provide express service in the East Bay).

We strongly support the proposal in the Metropolitan Transportation Commission's (MTC) Regional Plan for an additional tube under the Bay between San Francisco and Oakland to provide additional capacity for BART and to service high speed and other rail lines. The proposal to bring high speed rail across the Dumbarton Bridge, south to San Jose, and north to San Francisco with an under-bay connection to Oakland is illogical in that it runs the trains significantly farther, crossing the bay twice, to reach San Francisco and Oakland. A far better proposal would be to bring a high speed line through Altamont directly to San Jose on the east side of the San Francisco Bay, with another high speed line heading north from the Altamont Pass to Oakland and through the new trans-bay tube to San Francisco.

At best, if the HST were in the Caltrain corridor, the Peninsula would be served only by the "local" version of high speed rail. Any passenger on the Peninsula desiring to reach Southern California by express high speed rail service would have to transfer at San Jose. Instead, the Peninsula should rely upon Caltrain as the means for Peninsula riders to reach either San Francisco or San Jose as a starting point for express travel to Southern California.

If a new trans-bay tube is not included, the High-Speed Train line can cross the Bay on the Dumbarton rail line and enter the Caltrain corridor at Redwood City, serving San Francisco only on the west side of the Bay north from Redwood City. Train service through Atherton would be only the Caltrain service, which would provide connecting service to a High Speed Rail station. At least half of the Peninsula cities would be avoided under this scenario.

The Atherton City Council, by unanimous vote, strongly recommends that the Altamont Pass Alternative be selected, with service to San Francisco via an additional tube under the Bay between San Francisco and Oakland, and that the Peninsula Caltrain Corridor not be used for High Speed Rail. If the Altamont Pass Alternative is selected without the additional tube, then the Authority should reconsider a three-way train split in the east bay with service to Oakland, San Francisco and San Jose from the east bay junction.

SHARED CALTRAIN TRACKS

Schedule Conflicts

All alternatives involving the Caltrain Corridor assume that High Speed Trains share tracks with Caltrain commuter trains. This assumption is fundamental to the costs and environmental impacts of Caltrain Corridor alternatives. However the validity of this assumption does not appear to be substantiated by analysis or simulations of operational feasibility. Caltrain and HST are two separate autonomous entities serving different markets. Caltrain and HST would each want and need control over scheduling and dispatching of their own trains in order to best serve the needs of their riders. Sharing tracks would involve inevitable basic scheduling and dispatching conflicts plus frequent problems when determining priorities in response to emergencies, breakdowns and other train delays of either entity.

The Caltrain Strategic Plan Build Out Scenario for 2023 calls for 138 daily weekday trains, including 87 express and limited trains, many of which would probably be competing for space on the same tracks as HST trains if tracks were shared. The HST Business Plan Timetable Example for 2020 shows 116 weekday trains to and from San Francisco. Caltrain future plans include providing capacity for 10 trains per hour in each direction during the weekday 3 hour morning and evening peaks. The HST Timetable Example shows 7 weekday trains per hour in each direction during morning and evening peaks. There does not appear to be any analysis showing whether the number and frequency of Caltrain and HST trains can be accommodated on shared tracks, or how they might be scheduled and dispatched. How could multiple Caltrain Baby Bullet or Limited trains with 4 to 8 station stops between San Francisco and San Jose share a track with multiple 120 mph non-stop HST train between San Francisco and San Jose? These multiple trains would be departing at frequent intervals during each peak hour.

Dedicated Tracks

Shared tracks appear to be completely infeasible. The best possible way to avoid the many potential conflicts would be for HST to have its own completely dedicated tracks. The need for dedicated tracks has been the HST position for many years and forcefully articulated by board member Diridon at HST board meetings and other public meetings. It is surprising that the Draft EIR/EIS now assumes HST tracks shared with Caltrain tracks without supporting analysis or explanation.

Caltrain now has at least two tracks along its right of way between San Francisco and San Jose. Some segments have 3 or 4 tracks to provide for needs such as Baby Bullets passing other slower (mostly local) trains. Caltrain's Footprint Study has indicated a future need for 3 or 4 tracks throughout much of its right of way. If HST shared right of way (but not tracks) with Caltrain it would need at least two of its own dedicated tracks.

Therefore the future right of way would need to accommodate a total of 5 or 6 tracks, possibly more in some segments, between San Francisco and San Jose. The right of way would have to be widened significantly throughout much of its length, requiring extensive high value land acquisition. The Draft EIR/EIS states that the HST corridor from San Francisco to San Jose would be built mostly within the existing Caltrain corridor. This statement would be incorrect with dedicated HST tracks.

Dedicated Platforms

Dedicated tracks would also require dedicated boarding platforms at all stations served by both HST and Caltrain. This would require further high value land acquisition at common station sites. Most if not all of these station would be grade separated, requiring expensive accessibility provision for the added platforms, since obviously at-grade pedestrian crossings of any track would be unacceptable.

Impacts Not Evaluated

Since the Draft EIS/EIR does not consider dedicated HST tracks it does not include the significant associated costs and environmental impacts of alternatives involving the Caltrain right of way. Additional considerations must include:

- Land acquisition for wider right of way and dedicated boarding platforms
- Additional trackage including temporary “shoo-fly” tracks
- Wider tunnels where required
- Wider trenches where required
- Additional costs to elevate or depress tracks
- Grade separations spanning additional tracks
- Additional electrification system costs
- Additional signal system costs
- Additional station costs for more tracks and boarding platforms
- More tree removal
- More adverse visual and community impact
- Additional construction disruption

These impacts should be addressed before reaching a decision on the preferred route since their consideration could affect the outcome. The analysis of dedicated track impacts should not be deferred to a subsequent project level environmental and cost analysis since its results could then indicate that the prior selection of a preferred alternative was wrong.

IMPACTS

Even without the dedicated tracks and platforms issues, the following impacts of HST on the Peninsula are inadequately addressed in the EIR/EIS in evaluating the alternative alignments for the HST. Correctly addressing these impacts would require an analysis of appropriate avoidance alternatives or mitigation. It should be noted that in an environmental setting, alternatives to avoid environmental impacts should be addressed before mitigation is considered.

Visual and Noise

The two most extreme impacts of a High Speed Rail system on the Peninsula will be noise and visual impacts from an elevated electrified 120 mph train. The project proposes steel wheel steel rail technology. Regardless of how well constructed the project, the trains will make considerable noise as they pass through residential communities within yards of people's bedrooms. And so long as the train is proposed to be elevated on retaining walls or berms, noise will propagate farther. Elevated electrified tracks will be a visual blight on the area, certainly not a "Low" impact as shown on Table 3.9.1. However, should noise walls above already elevated tracks be considered as mitigation for the noise, they would be an extremely significant permanent and oppressive visual presence 24 hours per day, seven days per week. If HST on the Peninsula is selected, a trench alternative, discussed below, would avoid impacts rather than attempting to mitigate them with features that themselves cause additional impacts.

It should be noted also that in Section 3.4.1B the HST is attempting to take credit for eliminating horn noise at grade separations to offset the noise of the HST on the Caltrain Corridor from San Francisco to San Jose. However, most cities on the Peninsula, in cooperation with the current Caltrain grade crossing safety project, will create quiet zones under the new Federal Railroad Administration (FRA) regulations to eliminate the sounding of train horns at all crossings. The designs for the supplemental safety measures needed for a quiet zone in several Peninsula cities are currently at the 65% level and expected to be constructed next summer. Therefore, when HST begins project level environmental review, train horns will have already been eliminated. This adjustment for existing train horn noise should be removed from the screening criteria on the Peninsula corridor, and should be reconsidered statewide as more and more cities are implementing quiet zones.

Likewise Caltrain is already well underway with plans to electrify their system on the Peninsula corridor. HST should therefore not adjust noise impacts for reduction of diesel locomotive noise that will be eliminated before HST is a reality.

Quiet zones and electrification should be included in the No Project alternative, and impacts evaluated based on comparison of the No Project alternative to the project alternatives. This will show that the noise impacts of HST, especially on elevated tracks,

should be rated as having a high level of potential noise impacts, not a medium level, and those impacts will be significant unless avoided or mitigated.

The combined visual blight of noise walls to mitigate noise and electrification catenaries could be overwhelmingly significant, unless measures are taken to avoid the impacts. Choosing a lower impact alignment, such as a different corridor, is most effective. If the Peninsula Caltrain corridor continues to be considered, noise walls can be eliminated by the trench alternative, mentioned below. There is also an opportunity, with grade separations, to eliminate the visual impacts of the electrification catenaries.

Catenary Visual Impact

The High-Speed Train system is proposed to be an electrified system with overhead catenaries. These wires and their supporting poles will be a significant visual impact on the entire Peninsula rail corridor and particularly on the Town of Atherton where there are a significant number of residential properties abutting and near the tracks. Considerable funds have been expended in this Town and in many Cities along the corridor to underground overhead utility wires to rid the cities of the blight created by the proliferation of overhead wires and poles. Adding electrification wires for the High-Speed Train System would be a major step backwards from a visual aesthetics standpoint. To state that “their primary visual impact is low, much like powerpoles along a highway” is entirely missing the point of the extensive Rule 20 program undertaken by the California Public Utilities Commission and the power companies to underground the power poles along the highways of the state.

Alternatives to avoid this impact should be discussed at the program level. Advanced track and train technologies should be considered that would allow the trains to operate with a third rail through urban areas where the visual impacts would be severe. **A grade separated rail system through the Peninsula corridor would allow the use of a third rail, avoiding the visual and tree impacts that an overhead system would cause.** These impacts are significant and are applicable throughout the Peninsula corridor; therefore, it should be addressed at the program level.

Heritage or Significant Trees

The Caltrain electrification EIR and arborist report determined that approximately 80 trees in Atherton would need to be removed. On the Caltrain corridor, 1,727 trees would need to be removed for electrification alone. The High-Speed Train system would have considerably more impact to trees in the Peninsula urban area than the Caltrain electrification project. There are a considerable number of mature and heritage trees along the corridor, especially in the Town of Atherton, that will be impacted by the project. Replanting cannot possibly mitigate for the loss of trees that have been growing

for hundreds of years. These impacts should be avoided where possible by evaluating alternative alignments that do not use the Caltrain Corridor.

Right of Way Impacts

Property on the Peninsula is some of the most valuable property in the country. Some condemnation of property is unavoidable to construct the HST system, possibly considerably more than indicated in the EIR/EIS (see discussion of Shared Caltrain Tracks, above). The costs of this acquisition need to be accurately estimated. More critical are the impacts to the residents and businesses that must continue on the remainder properties after the project is constructed.

These properties will need to live forever with increased noise and visual impacts, without the mature trees that have grown up over the past decades to screen the tracks. The remainder damages to pay for these impacts could easily be in excess of the value of the entire property. The Authority needs to realize that the project will be responsible for these damages, and understand the rule of law that does not allow condemnation of the remainder unless it is needed for the project. Condemnation to limit the remainder damages is not sufficient to support the taking. Considering that every property on the Peninsula bordering the tracks may require a strip taking (see discussion of Shared Caltrain Tracks above), these right-of-way costs could exceed the cost of constructing the project. The Authority needs to take a close hard look at what a Peninsula project will cost, and the EIR/EIS needs to adequately reflect the impacts and hardships that will be visited on Peninsula homes and businesses by the project.

Cultural (Historic) Resources and 4(f) (Park) Resources

The addition of widened tracks, retaining walls and catenary poles immediately adjacent to the historic Atherton train station would have a direct and adverse impact on the historic train station and its site. Note that the station was restored in 1913, but the original station was constructed in 1866. The Atherton station was omitted from the listing of historic buildings in section 3.9, and the discussion relative to station buildings dominating the vista is inapplicable to Atherton. The test is not whether the structure itself must be modified, and not whether the existing structure (or tree in the case of El Palo Alto) dominates the vista, but whether the site and context is modified. The test is also not whether it is adverse, but whether the adverse impact is significant. Impact on historic stations, buildings and landscapes will be a significant issue throughout the Peninsula. **Historic Station impacts need to be appropriately addressed, with significance determined in accordance with standard historical guidelines.**

The widened tracks, retaining walls, poles and wires, and the removal and trimming of screening trees will have a significant impact on Holbrook-Palmer Park, which abuts the project right of way. Not only is the park a public recreation area, it is also a cultural

resource, containing several historic buildings. The entire park property is the site context for the historic buildings. **Impacts to Holbrook-Palmer Park, both as a 4(f) resource and as a cultural (historic) resource need to be appropriately addressed.**

The EIR/EIS states that mitigation can include alignment shifts to miss resources, relocation of resources including replacement parkland, noise barriers and visual screening. However, it states that shifts to miss one resource may impact another and that noise barriers can create adverse visual impacts. In such cases, mitigation may include cut and cover (similar to the trench discussed later in this letter, but with the track covered through the sensitive areas). In Atherton all these concerns apply. Additionally, the grade separations required to raise or lower the roadways would impact both the cultural and 4(f) (Park) resources within Atherton, as well as many adjacent properties. **The High-Speed Train project should identify and consider avoidance or mitigation options through the Atherton station historic area and the Holbrook-Palmer Park area.**

Public Services

This element of CEQA is not discussed in the EIR/EIS. An evaluation of impacts to public services, such as the Atherton Police Department, City Hall, Post Office, Library, Permit Center, and Public Works Corporation Yard should be included. These impacts may be relevant in evaluating alignment alternatives and should be quantified. **The EIR/EIS should include these Town of Atherton facilities, and similar facilities in other Peninsula cities, address the impact thereon, and discuss alternatives to avoid or mitigate these impacts.**

Potential Interference with Resident's Electronics

While this element has adequately discussed in this EIR/EIS and the previous EIR/EIS, this is just another impact present on the Caltrain Corridor alignment that could be avoided or minimized by alternative alignments, as discussed below.

ALTERNATIVES

The EIR/EIS should address alternatives that have been considered to avoid, minimize or mitigate the anticipated significant impacts as noted above and in the report. Design of the project to reduce or eliminate impacts is avoidance or minimization, and is to be preferred over mitigation.

Peninsula Alignment using I-280/380 or 101 Corridors

While we support the Altamont alignment for high speed rail, if the southerly Pacheco route is ultimately chosen for high speed rail, an analysis should be made of continuing

the high speed rail line from San Jose to San Francisco either via the East Bay and a new trans-bay tube (for the reasons stated above) or along the I-280/380 or 101 Corridors. These alternatives have the potential to avoid considerable significant impacts to the Peninsula.

The I-280 corridor offers innumerable advantages over the Caltrain corridor in terms of right-of-way needs, construction costs, ease of construction, and the fact that a journey along the I-280 corridor would be a far more pleasant experience for the passenger than the Caltrain corridor. The 101 corridor also has many of these benefits over the Caltrain corridor. Either alignment avoids the dramatic impacts to the established residential communities and commercial establishments along the Peninsula Caltrain corridor.

The I-280 alignment was improperly eliminated from further consideration (as described in Appendix A to the EIR/EIS). Failure to fully evaluate this less intrusive alternative is a significant deficiency in the EIR/EIS. The reasons stated for elimination of the I-280 alternative are either wrong, or relate to problems that would be even more difficult to deal with along the Caltrain corridor. For example, Appendix A states that "connecting the [I-280] alignment to Diridon Station in San Jose would require a guideway passing through developed portions of downtown San Jose." In fact, the Caltrain corridor south of Diridon Station crosses under the I-280 Freeway and provides an easy connection. Presumably, this same connection would be used for any HSR link coming into San Jose from the south. Appendix A states further that crossing interchanges with other freeways would be difficult and expensive. This analysis fails to reflect the fact that the number of grade crossings necessary along the I-280 alignment is an order of magnitude less than the number of grade crossings required along the Caltrain corridor. In addition, of course, construction along the I-280 corridor would have no impact upon Peninsula towns, could be easily accomplished while maintaining freeway traffic, and would have no impact upon Caltrain operations. It would not be nearly as difficult as attempting to construct additional tracks, overhead catenaries and grade separations in the Caltrain corridor while maintaining Caltrain operations. Further, the EIR/EIS completely fails to address the possibility of an alignment from San Jose along I-280 to I-380, at which point HSR could connect with SFO, and reconnect with the Caltrain corridor to enter San Francisco.

Trench Through Atherton and Menlo Park

If an alignment is selected using the Caltrain corridor through Atherton and Menlo Park, one alternative that could considerably avoid or reduce many of the impacts to the cities would be a Trench Corridor Treatment. The Atherton Rail Committee reviewed the Alameda Corridor in Los Angeles, where an upgraded freight line from the Port of Long Beach was constructed in a trench for its entire length to avoid impacts to surface streets and properties.

Atherton engineering staff reviewed the proposed profile for the Peninsula High Speed Rail and determined that, with grades even less than the 3% shown for the raised profile, a trench profile between 5th Avenue in Redwood City and San Francisquito Creek in Palo Alto is entirely feasible. The profile would meet the existing grade at 5th Avenue where there is an existing street undercrossing, and it would meet the existing grade at San Francisquito Creek, where it could continue up to an elevated section, or crest and return to a below grade system through Palo Alto. The profile would pass under the Atherton Channel, a relatively shallow drainage channel, and under all of the streets in Atherton and Menlo Park. Leaving those streets at their existing grade would minimize the permanent disruption of residences and businesses along the corridor and along each street.

Concern has been expressed that the trench option would encounter difficulties crossing local creeks and streams. Town staff notes that conventional hydraulic design options exist for the Atherton Channel creek crossing, either by an aqueduct over the tracks, by an adequately sized siphon under the tracks, or by a pump station with redundant pump capacity exceeding the 100 year flow in the channel (to be operated and maintained by the High-Speed Train operator). Floodwalls may be required to reduce the potential for flooding of the rail line.

Safety should be another important consideration favoring a trench configuration rather than at-grade or above-grade tracks in populated residential areas. A 100 to 124 mph derailment in a populated area, either accidental or through sabotage, would cause considerably less damage and loss of life if constrained by a trench.

Adjacent to park and civic centers, the trench could be covered and those areas expanded over the tracks. This would reduce noise and visual impacts even further, further enhance safety, and allow portions of the community that have been divided by the at-grade tracks to once again be connected. In areas adjacent to commercial enterprises, air rights over the tracks can be leased or sold, adding value to the system and providing opportunities to offset the additional cost of the trench.

The Atherton City Council strongly urges the High-Speed Rail Authority, if the Peninsula Caltrain corridor is selected, to study during the project design process the potential of placing the High-Speed Rail system in a trench through Atherton and Menlo Park. This design option will avoid significant impacts to cultural and 4(f) resources (historic Atherton train station and Holbrook-Palmer Park), to protected biological resources (heritage and significant trees), and to adjacent properties, reducing the monetary damages that would need to be paid to remainder properties. It will also reduce the division between portions of the community instead of enhancing the division by the placement of linear walls or embankment to support a raised track bed. And finally, and extremely important, it will reduce the visual and noise impacts of the High-Speed Train system on the surrounding community.

The City Council's resolution supporting a trench alignment is attached.

CONCLUSION

The Bay Area to Central Valley HST Draft Program EIR/EIS for the Proposed California High-Speed Train System did not adequately address the potential environmental impacts to the San Francisco Peninsula that could be avoided or minimized by use of appropriate alternatives. Only after the basic footprint of the system is determined can economic and environmental studies be adequately performed to select the appropriate alignment alternative.

The Authority needs to revisit, either in a revised program level EIR/EIS or in the project level EIR/EIS, the alignments being considered including several that have been previously suggested, and are suggested again here, but were not considered, and select those that avoid significant impacts to the maximum extent possible. Only then can the Least Environmentally Damaging Preferred Alternative (LEDPA) be selected. **Following such analysis, if impacts can be neither avoided, minimized nor mitigated, the Authority is required to make a finding of overriding considerations before proceeding with the project.**

Please address the above comments in the scope of your project level EIR/EIS (if not addressed in a revised program level EIR/EIS), and advise us of what action you propose to avoid or mitigate the dramatic environmental and right-of-way impacts to the Town of Atherton and other Peninsula cities. Town staff welcomes the opportunity to meet with you to discuss these comments if needed.

Thank you for your consideration.

Sincerely,
Town of Atherton

Jerry Carlson
Mayor

Attached: Atherton City Council Resolution 07-26
 Atherton City Council Resolution 08-54

RESOLUTION 07-26

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON REGARDING THE DRAFT PROGRAM ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT FOR BAY AREA TO CENTRAL VALLEY HIGH SPEED TRAIN

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

RESOLVED, that the town of Atherton provide comments to the California High-Speed Rail Authority regarding the Draft Bay Area to Central Valley High-Speed Train (HST) Program EIR/EIS, with the following points:

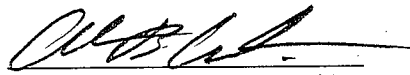
1. The Town of Atherton opposes high-speed rail on the Peninsula and within the Caltrain Railway Corridor.
 - a. High-speed rail would not directly benefit the Peninsula because express high-speed trains would not stop on the Peninsula, requiring Peninsula travelers to Southern California to transfer, either in San Francisco or San Jose, to the express train in order to benefit from express service.
 - b. Construction of high-speed rail along the Caltrain Corridor would be devastating to the long-established and heavily developed communities through which the corridor passes. Construction and operation of high-speed trains along this corridor would have a significant adverse environmental affect on the communities.
2. For the reasons stated above, we support the Altamont alignment for high-speed rail, with access to San Jose along the Capital Corridor (East Bay) route, and with access directly to Oakland via Altamont, with a new TransBay Tunnel connecting Oakland with San Francisco.
3. If the Pacheco alignment is ultimately chosen with a Peninsula route for high-speed rail, the preferred routing should be along Highway 280 or 101, in order to avoid the disastrous consequences of construction within established communities. As stated above, high-speed rail on the Peninsula will not provide easier access to express trains to Southern California. Accordingly, the Peninsula should rely upon existing Caltrain service to access either San Francisco or San Jose as starting off points, from which express trains to Southern California would depart.
4. In all events, if a Caltrain Corridor route is ultimately chosen for high-speed rail alignment, the HST should run in a tunnel or a trench in order to minimize environmental impacts and to maximize the availability of surface land for positive redevelopment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the Town of Atherton that this Resolution shall be effective immediately upon adoption.

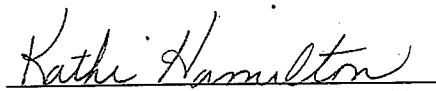
* * * * *

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 2007, by the following vote.

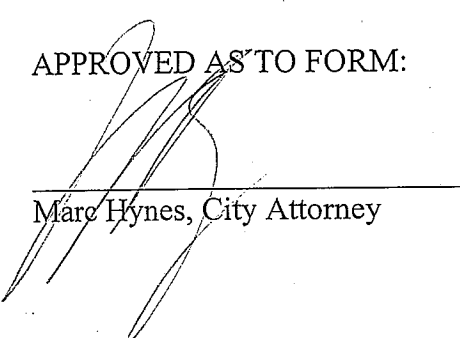
AYES:	5	Council Members: Janz, J. Carlson, Marsala, A. Carlson, McKeithen
NOES:	0	Council Members:
ABSENT:	0	Council Members:
ABSTAIN:	0	Council Members:


Alan B. Carlson, MAYOR
Town of Atherton

ATTEST:


Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:


Marc Hynes, City Attorney

RESOLUTION NO. 08-54

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
REGARDING MITIGATION OF HIGH-SPEED RAIL BY TUNNELING/TRENCHING
THE RIGHT-OF-WAY FOR HIGH-SPEED RAIL THROUGH THE TOWN OF
ATHERTON**

WHEREAS, the Town of Atherton has carefully monitored proposals for high-speed rail from San Francisco to Los Angeles; and

WHEREAS, the Town has submitted numerous recommendations regarding the best route for high-speed rail, which comments neither have been recognized or properly addressed;

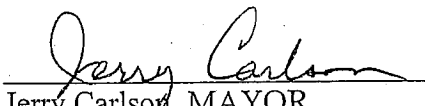
NOW, THEREFORE, the City Council of the Town of Atherton hereby resolves as follows:

The City Council declares its position that because high-speed rail bonds were approved by voters at the election on November 4, 2008, the project when implemented through the Town of Atherton be constructed in a tunnel or trench below grade. Construction in this fashion, while not avoiding all negative impacts including, particularly, noise, will at least be mitigated.

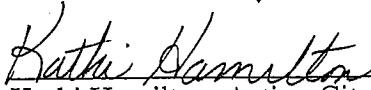
This Resolution shall be effective immediately upon adoption.

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of December, 2008, by the following vote:

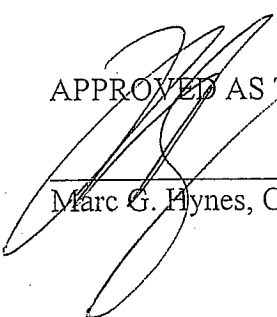
AYES:	5	Council Members: Lewis, Dobbie, Marsala, Carlson, McKeithen
NOES:	0	Council Members: None
ABSENT:	0	Council Members: None
ABSTAIN:	0	Council Members: None


Jerry Carlson, MAYOR
Town of Atherton

ATTEST:


Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:


Marc G. Hynes, City Attorney



Town of Atherton

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JERRY GRUBER, CITY MANAGER

DATE: FOR THE CITY COUNCIL MEETING OF JANUARY 21, 2008

SUBJECT: ADOPTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS, LOCAL UNION NO. 856 (TEAMSTERS REPRESENTING MISCELLANEOUS TOWN EMPLOYEES) AND THE TOWN OF ATHERTON FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2009

RECOMMENDATION

Adopt the attached Memorandum of Understanding between the Town of Atherton and the Teamsters Local No. 856, for the period of July 1, 2008 through June 30, 2009, and authorize the Mayor to execute the agreement on behalf of the Town.

INTRODUCTION:

The last Memorandum of Understanding (MOU) between the Town and the Union covered the period of July 1, 2005 through June 30, 2008. The Town's management negotiating team has met and conferred with Union representatives regarding reaching a new agreement. The attached Memorandum of Understanding reflects the proposed agreement which has been reached between the negotiators on behalf of the Town and the Union. The MOU, if adopted by Council, would be effective July 1, 2008 through June 30, 2009.

The Union's general membership met and ratified the provisions of this proposal.

The proposed MOU has been reviewed by the Union, the City Attorney, Town's labor relations counsel, Finance Director, Assistant City Manager, and City Manager.

ANALYSIS:

Salary:

Adoption of the MOU would implement salary adjustments for Miscellaneous Employees, effective July 1, 2008, representing an average annual increase for Fiscal Year 2008-09 of 2.36%. The salary adjustment represents the 70th percentile pay range of comparator positions with comparator agencies for Miscellaneous positions for salary and Public Employees Retirement System (PERS) contribution, using the salaries in effect for comparator positions as of July 1, 2008 (with the removal of the top and bottom salaries in the array for calculation purposes).

The attached Memorandum of Terms of Settlement provides a summary of the proposed changes to the existing MOU.

FISCAL IMPACT:

The fiscal impact for FY 2008-2009 represents a 2.36% increase in salary effective July 1, 2008 for Miscellaneous. These adjustments to salary represent a total dollar cost of \$25,314.

Attachment:

- 1) Tentative Agreement between Town of Atherton and Teamsters Local 856 Salary Schedule
- 2) Draft 2008-09 MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

**FREIGHT CHECKERS, CLERICAL EMPLOYEES
AND HELPERS, LOCAL UNION NO. 856**

and

TOWN OF ATHERTON

For the period of July 1, 2005 2008 through June 30, 20082009

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PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by and between Teamsters Local 856, ("Union") and the Town of Atherton ("Town") for the period July 1, 2005 2008 through June 30, 20082009. This MOU is entered into pursuant to the Meyers-Milias-Brown Act (Government Code §§ 3500-3510).

ARTICLE 1: RECOGNITION

Pursuant to Municipal Code § 2.52.070(A), the Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for employees assigned to the classifications and within the three bargaining units listed in Appendix A of this MOU.

ARTICLE 2: REPRESENTATION

It is agreed that, as long as there is no disruption of work, one Union representative shall be allowed reasonable release time away from work duties without loss of pay, to represent a Unit employee or employees on grievances or other matters within the scope of representation. The Union shall designate the one representative under this section, except that members of the Supervisor/Confidential Unit can only represent or be represented by another member of the Supervisor/Confidential Unit. Release time shall be granted for the following types of activities: 1) a meeting of the representative and the employee or employees in the unit related to a grievance; and 2) a meeting with Management relating to disciplinary matters.

Three Union representatives (one from each of the three collective bargaining units covered by this MOU), shall be allocated a reasonable amount of time without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the City Manager.

ARTICLE 3: AGENCY SHOP

The Union agrees that it has a duty to provide fair and non-discriminatory representation to everyone in the Bargaining Unit regardless of whether they are members of Union or not.

This Agency Shop provision shall be implemented in accordance with Government Code Section 3502.5, except as noted below.

All members of the Bargaining Unit, as a condition of employment shall:

- 1) Become and remain a member of Union; or
- 2) Pay to the Union an Agency Shop fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws (it shall be the sole responsibility of Union to determine an agency shop fee which meets the criteria above); or
- 3) Do all of the following:
 - a. Upon satisfactory demonstration that the employee is a member of a bona fide religion, body or sect which has historically held an conscientious objections to joining or financially supporting any public employee organization as a condition of employment; and

- b. Pay a sum, through payroll deduction, equal to the agency shop fee described above to a non-religious, non-labor, charitable fund chosen by the employee from among the following charities:
- c. Provide proof of such payments to the Union.

The Union shall provide the City Manager with a copy of the Union agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit employees as required by all applicable laws. Failure by an employee to invoke the said procedure within one (1) month after actual notice shall be a waiver by the employee of his/her right to contest the amount of the agency fee, unless otherwise required by the law.

Annually, the Union shall provide the City Manager with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees, who are members of the union, within sixty (60) days after the end of the fiscal year.

Such dues or Agency Shop fees shall, as a condition of continued employment, be deducted from the Bargaining Unit employee's paycheck on a monthly basis starting the first day of the month following the completion of thirty (30) days of employment

The bargaining unit employee's earnings must be sufficient after required deductions are made to cover the amount of the dues or agency shop fees. When a bargaining unit employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. All required deductions have priority over Union dues and agency shop fees.

The Agency Shop provision may be rescinded in accordance with Government Code Section 3502.5.

The Union shall provide the Town with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this Agency Shop Agreement.

The Union shall indemnify, defend, and hold the Town harmless against any and all claims, demands, suits, orders or judgments or other forms of liability that arise out of or by reason of this Agency Shop Agreement, or action taken or not taken by the Town under this Agency Shop Agreement. This includes, but is not limited to, the Town Attorneys' fees and costs.

In no event shall the Town be required to pay from its own funds Union dues, service fees, or charitable contributions, which the Employee was obligated to pay, but failed to pay, regardless of the reasons.

ARTICLE 34: MANAGEMENT RIGHTS

Pursuant to Municipal Code § 2.52.010(B), the Town has exclusive and inherent management rights with respect to matters of policy, which include among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for

employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this Article relieves the Town of its obligation to meet and confer as required by the MMBA.

ARTICLE 45: LAYOFF AND RE-EMPLOYMENT

Definitions

A "per diem" employee is an employee who is employed on an intermittent basis who receives no benefits or leaves.

A "temporary" employee is an employee who is employed for a term of less than one year who receives no benefits or leaves.

A "probationary" employee is an employee who has not yet completed the probationary period and who receives benefits and sick leave. Probationary employees are subject to a six-month probationary period that can be extended by mutual agreement of the employee and the Department Head and approved by the City Manager. Probationary employees have no right to continued employment and may be separated from employment at any time during the probationary period or any extension thereof.

A "part-time regular" employee is an employee who has satisfactorily completed the probationary period, and who receives pro-rated leaves and benefits, but whose regularly scheduled work hours are less than 40 hour per work week.

A "regular" employee is an employee who has satisfactorily completed the probationary period, and who receives leaves and benefits and who is regularly scheduled to work 40 hours per work week.

Layoff. Whenever the City Manager determines that it is necessary in the interests of economy or because the need for a position no longer exists, the Town may abolish any position(s) in any of the three Units covered by this MOU. The Town's decision to abolish a position shall not be subject to either the duty to meet and confer or the grievance procedure contained in this MOU. Upon request, the Union shall be afforded an opportunity to meet and confer with the Town to discuss any impacts of the Town's decision to layoff.

Seniority. For the limited purposes of this article, "seniority" means all hours in paid status, including holiday, vacation, or other paid leave, but does not include time spent on standby or any hours compensated at an overtime rate or on unpaid leave time. Time spent on unpaid military leave will be treated in the manner required by law. No seniority credit shall be earned during periods of separation from service with the Town, including suspension without pay as a result of disciplinary action or during unpaid leave of absence.

Order of Layoff

Employees shall be laid off in the following order:

1. All per diem employees.
2. All temporary employees.
3. All probationary employees.
4. All part-time regular employees.
5. All full-time regular employees.

Layoffs will be made in reverse order of seniority within each category described above. The employees with the least seniority in a classification shall be laid off first, with ensuing layoffs occurring in reverse order of seniority in the classification. Then, as between those two employees, the layoff will be based on total seniority with the Town. If total seniority with the Town is the same, then, as between those two employees, the layoff will be determined by a lottery.

Notification of Layoff. Employees subject to layoff will be given at least 30 days written notice of the layoff from the Town. The layoff notice shall contain a statement of the effective date of layoff. For full-time regular employees, the notice shall also contain a statement of "bumping rights", including the specific positions into which the employee may bump, and a statement of re-employment rights. The Town will give notice of layoff to employees by personal service or by certified mail, and to the Union by regular mail.

Bumping Rights of Full-time Regular Employees

A full-time regular employee who is designated for layoff may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower, related classification within his/her department, provided that in order to displace the employee with less seniority, the employee noticed for layoff must have held regular status in the classification into which he/she is bumping.

Employees who choose to bump into a position in a lateral or lower, related classification must accept the salary, hours and working conditions of that position.

An employee requesting to bump into a classification must make such request to the City Manager in writing within 14 days after his/her receipt of written notice or layoff. Failure to comply with this deadline waives bumping rights.

Re-employment Rights of Full-Time Regular Employees

Only the names and addresses of full-time regular employees who are laid off have the right to be placed on a re-employment list in inverse order of seniority for a period of two years from the date of layoff. The employee with the greatest seniority on the re-employment list shall be offered reinstatement when a vacancy occurs in a classification in which the employee held regular status, or for which the employee meets the minimum qualifications.

A laid off employee may refuse an offer of re-employment to a position for which he/she is qualified, however, refusal of one offer of re-employment to the classification from which laid off shall cause removal of the employee's name from the re-employment list and loss of any re-employment rights.

Any employee who accepts an offer of re-employment will be removed from the re-employment list.

An employee who has been laid off and has been placed on a re-employment list shall be eligible, during the time the employee is on the re-employment list, to take promotional exams.

Offers of re-employment shall be made via certified mail to the address listed on the re-employment list with a copy to the Union via regular mail, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, and a place for the laid off employee's signature. Failure to deliver the signed employment offer to the Town within ten days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment. "Date of service" is defined as the date marked on the certified mail return card, or the date the notice is returned by the postal service as undeliverable.

Miscellaneous Provisions Regarding Article 4 Layoff and Reinstatement

Regular full-time employees appointed from a re-employment eligibility list shall have accrued sick leave and seniority restored. No laid off employee accrues benefits or seniority while on a lay off status. The fact that laid off employees do not accrue Town benefits or seniority while on layoff status, however, does not undermine whatever eligibility they may have for benefits under federal or state mandates.

ARTICLE 56: WAGES, STANDBY AND CALL BACK PAY

Wages

Wages will be increased at the beginning of the pay periods immediately following the dates listed below, as follows:

July 1, 200520089:The Town will implement the 70th percentile pay range of comparator positions with comparator agencies for all positions covered

by this MOU. Those agencies shall be as follows: Menlo Park, Hillsborough, Millbrae, San Carlos, Los Gatos, Belmont, Brisbane, San Bruno, Los Altos, Woodside, and Saratoga. For purposes of the 70th percentile calculation, the top and bottom salaries in the ranking of comparator positions in the comparator agencies shall be eliminated. The 70th percentile shall be calculated for salary and Public Employees Retirement System (PERS) contribution. The 70th percentile shall be calculated using the salaries in effect for comparator positions as of July 1, 20052009. Appendix C to this MOU states the salary ranges to be utilized.

July 1, 2006 and July 1, 2007, the Town will implement the 70th percentile pay range of comparator positions with comparator agencies for all positions covered by this MOU, as specified above, using data available as of July 1, 2006 and July 1, 2007, respectively.

Wages - Progression within Steps

- A. Employees may progress from Step A to Step B six (6) months after their hire date or date of entry into the job classification, provided they have received a satisfactory performance evaluation conducted by the Town. Employees may progress from Step B to Step C twelve (12) months after the date of entry into Step B provided they have received a satisfactory performance evaluation conducted by the Town. Employees may progress from Step C to Step D on the anniversary date following their entry into Step C. Progression between Steps is not automatic, but is based upon such factors as experience, certifications, etc., and a satisfactory performance evaluation conducted by the Town.
- B. Changes between ranges and/or steps shall be made at the beginning of the pay period immediately following the above dates.

Working In a Higher Classification

Upon specific assignments by the Department Head or his/her designated representative, an employee may be required to perform duties of a higher classification. Such assignments shall be made only to existing authorized positions which are not actively occupied due to the temporary absence of the regularly appointed employee. Such assignments shall not be made to vacant positions except in accordance with the rules pertaining to temporary appointments.

Employees specifically assigned to duties of a higher classification shall be compensated at the rate of 5% over their regular rate of pay; however, the employee shall not receive any additional compensation unless the assignment is for over 8 hours in a higher class in a work week. In the event such assignment is for such period of time specified, the employee shall be compensated at the appropriate rate retroactive to the first workday of the assignment and thereafter. Higher classification compensation of 5% over an employee's regular rate of pay for working over 8 hours in a higher class in a work week shall be effective as of the effective date of this MOU.

Standby Assignment and Pay

An employee on standby will receive \$2.00 for each hour spent standing by for call backs after hours on work days (Monday through Friday) and \$60.00 per day for standing by for call backs on Saturday, Sunday, or Town Holidays. Call back pay will be at a minimum of 3 hours. The effective date for the implementation of these amounts shall be the effective date of this MOU. The Town retains the sole discretion to discontinue the standby program at any time thereafter if the Town determines, after meeting with the Union and considering the Union's position, that the program does not meet its needs. The parties agree that standby time is not considered to be compensable work time under the Fair Labor Standards Act.

Employees who are on standby assignment are subject to the Public Works Department Standby Rules that are attached to this MOU as Appendix B. Although the Public Works Department Standby Rules are not a part of this MOU, the Town has met and conferred with the Union and the Union has agreed that these rules will become effective with the implementation of the MOU.

Employees on standby assignment agree to do the following:

1. Request mileage reimbursement for call back responses performed in non-Town vehicles within one month after mileage costs are incurred.
2. Accept \$2.00 for each hour spent standing by for call backs after hours on work days (Monday through Friday) and \$60.00 a day for standing by waiting for call backs on Saturday, Sunday, or Town Holidays. The parties agree that standby time is not considered to be compensable work time for purposes of the Fair Labor Standards Act.

Call Back Pay. Any employee who is called back to work by the Town for emergency work after completion of his or her regularly-scheduled work day shall receive a minimum of three hours pay at the overtime rate specified in Article 6B. This call back pay is in addition to Holiday pay, if applicable.

ARTICLE 67: HOURS AND OVERTIME

A. Hours of Work:

Work Week. The work week shall consist of 40 hours of work or time spent in any paid leave status except sick leave within a regularly recurring period of seven consecutive days. Unless the employee is on a flexible schedule to which the employee and the Town have otherwise agreed and that the City Manager has approved, the work week begins Sunday midnight and ends Saturday at 11:59 p.m. An employee who has a 9/80 or other flexible schedule will acknowledge the start of his or her workweek in writing. This written acknowledgment will be kept in the employee's personnel file.

Work Day. The regular work day for all employees who work in the Town Hall is 8:00 a.m. to 5:00 p.m. The regular work day for Public Works field employees in the classifications of Public Works Supervisor and Public Works Maintenance Worker I and II may be a 9/80 schedule that will begin at 7:30 a.m. and continue for eight or nine hours thereafter as provided in the 9/80 schedule. Employees not otherwise mentioned in this paragraph will retain their current reporting and quitting times, except that an employee may request or a Department Head may assign a flexible schedule, such as a 9/80 schedule, which will be subject to approval by the City Manager. The City Manager will not approve any flexible schedule that includes more than 40 hours of work or time spent in any paid leave status (except sick leave) within a work week.

Part-time Employees. Employees who work less than the work week defined above are part-time and work hours that are scheduled by the appropriate Department Head.

Lunch Periods. All employees shall be assigned to an unpaid lunch period of not less than 30 minutes nor more than 60 minutes. The lunch period shall be scheduled with the approval of the Department Head.

Use of Rest Periods. Employees may use one 15 minute rest break with pay during each four hours of service. Unused rest periods may be added to extend the lunch period to a total of 60 minutes, with prior approval from the Department Head. Unused rest periods may not be used to adjust reporting or quitting time. Rest breaks not used during each four hours of service are forfeited.

Clothes Changing Time. Employees who are required to work in uniform agree to arrive at work in uniform or to arrive at work sufficiently ahead of their scheduled work time so that they will be in uniform and ready to work by the beginning of their scheduled work time. Failure to be in uniform and ready to work at the scheduled work time constitutes tardiness and is grounds for discipline. Employees may not use work time to change into or out of uniform.

B. Overtime:

“Overtime” Defined. Overtime is hours actually worked in excess of the employee's regularly-scheduled work day. Time spent in either paid or unpaid leave does not count toward overtime. All overtime must be assigned on a required basis or requested by an employee and approved by a Department Head. Overtime shall be compensated at the rate of 1.5 times the employee's regular rate of pay, or in the form of compensatory time off at the rate of 1.5 hours for each hour worked, at the employee's option, but subject to the compensatory time off accrual caps listed below.

Compensatory Time Off

A regular or probationary employee may receive compensatory time off for a maximum of 160 hours worked (or 240 earned). Once an employee has reached the maximum accrual, he/she is no longer eligible to receive compensatory time off and shall receive cash at the overtime rate for all overtime worked. The employee may receive compensatory time off again once his or her balance drops below the maximum accrual.

The Town acknowledges that prior to the adoption of this MOU, some employees may have accumulated compensatory time off in excess of the maximum accrual listed above. Such employees must cash out all compensatory time off that exceeds the maximum accrual during the month of December at the employee's regular rate at the time. Upon termination, all unused compensatory time off shall be paid off at either the average regular rate the employee received during the last three years of employment, or the final regular rate, whichever is higher.

ARTICLE 78: UNIFORMS

The Town will continue to provide special work clothing as needed, and to repair and replace such clothing as needed, with the approval of the Department Head.

The Town will reimburse employees for their own clothing that has been damaged on the job. The employee must first show the damaged clothing to the employee's supervisor so that the supervisor can determine whether any replacement is necessary and the amount to be expended on the replacement.

On presentation of appropriate receipts, the Town shall reimburse employees who are required by the Town to wear safety shoes/boots for up to \$200 Dollars per year toward the cost of no more than 1 pair of OSHA approved safety shoes/boots per year. Shoe repair is reimbursable under this provision. Shoes/boots purchased under this provision are for the exclusive use of the employee.

ARTICLE 89: HOLIDAYS

Designated Holidays

The Town's designated holidays are:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Pay for Designated Holidays. All probationary and regular employees shall be paid a full day's pay at their regular rate for all designated holidays as defined herein.

Work on Designated Holidays. Any regular or probationary employee required to complete emergency work on a designated holiday shall be compensated at double and one-half time his or her regular rate.

Floating Day Off. All probationary and regular employees receive one floating day off with pay at the beginning of each calendar year. Employees who join the Town mid-year will receive a pro-rated portion of the one floating day off. Employees can use the floating day off in accordance with normal vacation time off request procedures.

ARTICLE 9: VACATIONS

Each regular employee in paid status earns and accrues vacation time during the 12 months following the anniversary date of his or her employment at the rate stated below. An employee earns and accrues this total annual vacation benefit on a biweekly basis.

For regular full-time employees:

Less than three years of service - 10 working days per year;

Three years of service to eight years of service - 15 working days per year; and

Eight years of service and above - 20 working days per year.

For regular part-time employees:

A proportional equivalent based on the assigned number of hours worked per week as compared to those worked by a full-time regular employee.

Vacation Earning and Accrual Cap. An employee stops earning and accruing vacation once his/her balance reaches 800 hours. Employees may cash out vacation during the month of November only, at their current rate of pay. Upon separation, all earned and unused vacation pay shall be paid off at the final rate of pay.

Effect of Probationary Period. Probationary employees accrue vacation time, but cannot use it until they successfully complete probation or any extension of probation, except with the approval of the City Manager in exceptional circumstances.

Scheduling. The Department Head shall determine the vacation schedule considering the needs of the department, the employee's assigned duties, and the employee's desires. Vacation time requested shall not be unreasonably denied. No more than 15 consecutive work days of vacation may be taken at one time, except with City Manager approval.

ARTICLE 1011: LEAVE PROVISIONS

A. Sick Leave

Accrual Rates

The Town shall provide each regular or probationary employee in paid status with paid sick leave at the rate of 3.69 hours per pay period.

There is no cap on the hours of sick leave accrual.

Use of Sick Leave

An employee may only use sick leave that has accrued prior to the current pay period. Sick leave is not cashed out upon separation. Probationary employees can earn and use sick leave.

Sick leave shall be allowed and used in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other health-related reasons. Up to five days per year of sick leave may be used in cases of actual sickness or disability, medical or dental treatment of members of the employee's immediate family. The City Manager may require an employee who uses sick leave to provide an original doctor's certificate to support the sick leave claimed. An employee who claims sick leave of three consecutive days or more may be required to submit a statement from a physician that the employee is fit to return to work with or without reasonable accommodation.

Unless he or she has submitted a doctor's note stating the length of absence, each employee on sick leave must personally call in each day prior to the beginning of scheduled work hours to his or her immediate supervisor stating the following:

1. Non-detailed nature of illness.
2. Estimated length of absence.
3. Any necessary information about work which needs attention during the employee's absence.

Award for Non-Use

Provided that the following conditions are met, regular full-time employees may receive two hours of vacation leave on December 31 of any calendar year for every eight hours of sick leave earned but not used during that calendar year:

1. The employee must have completed one year of service by December 31 of the calendar year;
2. The employee must have received a satisfactory overall rating on his/her most recent performance review for work done during that calendar year; and

3. The employee only earns the Award for Non-Use to the extent that the Award does not exceed the vacation accrual cap.

Sick leave is not diminished as a result of an Award for Non-Use.

Long-Term Disability ("LTD")

Should any covered illness or injury extend beyond 60 days, the Town will insure payment to the employee at 67% of monthly earnings, to a maximum benefit of \$6,000.

During the LTD benefit period, which commences 60 days following the inception of a covered disability, a regular employee may integrate available accrued leaves and LTD benefit in a combined amount not to exceed the full salary which would have been paid had no disability been incurred. An employee does not accrue sick or vacation leave while on long-term disability leave.

B. Leave Without Pay

Upon request of a regular employee and recommendation of the Department Head, the City Manager may grant a regular employee a leave of absence without pay for good cause shown in cases of personal emergency or when such absences would not be contrary to the best interest of the Town.

Requests for leaves of absence without pay must be written and submitted to the Department Head for review. The Department Head will give his or her recommendation to grant or deny the leave to the City Manager, who may grant a leave of absence without pay for a period not to exceed one year, during which time no benefits and no seniority credit will accrue. Upon expiration of an approved leave, or within five working days after written notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted. An employee's failure to report promptly at the expiration of a leave, or within five working days after notice to report to duty, may be deemed notice of resignation and/or cause for disciplinary action.

During unpaid leaves of absence, the employee may elect to use accrued vacation time.

C. Jury Duty and Subpoenas

An employee required to report for jury duty or to answer a subpoena as a witness shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the employee remits to the Town all fees received for such duties, other than mileage or subsistence allowances, as soon as the employee receives such fees. The employee must report to work for any portion of the work day that the employee is not required to be absent due to jury duty or to answer a subpoena.

D. Military Leave

Military leave of absence shall be granted and compensated in accordance with all applicable laws upon satisfactory proof of the need to report to active duty. Employees must give the City Manager advance notice, to the greatest extent possible, when military duty is scheduled.

E. Bereavement Leave

A regular employee shall be allowed paid leave for not more than five working days when absent because a death has occurred in the immediate family. For the purpose of bereavement leave, members of the immediate family include mother, stepmother, father, stepfather, mother-in-law, father-in-law, child, grandmother, grandfather, grandchild of the employee or spouse, brother, stepbrother, sister, stepsister, cohabitant or dependent of the employee. Bereavement Leave because of a death of someone who is not a member of the employee's immediate family is limited to one day per request. Bereavement Leave cannot be accumulated and is not part of the sick leave benefit. Bereavement Leave cannot be used on a Town holiday.

In order to receive bereavement leave, an employee must make a written request to the appropriate Department Head that identifies the relationship of the deceased to employee. The Department Head will forward his or her recommendation regarding the leave to the City Manager for a final decision.

F. Leave for Pregnancy Disability

A pregnant employee shall be entitled to an unpaid leave of absence for the duration of disability due to pregnancy to a maximum of four months. The employee may use her accumulated sick or vacation leave for all or part of the leave. The employee's request for Pregnancy Disability Leave must be supported by a physician's statement that sets forth the anticipated duration of the disability.

G. Family and Medical Act Leave

Provided that the Town's workforce consists of at least 50 full time employees, leave of absence shall be granted in accordance with the state and federal Family and Medical Leave Acts. The parties agree to meet and confer if compliance with these acts requires modifying any provision in this MOU. The parties acknowledge that the Town may unilaterally develop forms for administering Family and Medical Act Leave.

H. Rules Applicable to Leave Provisions

Leaves of absence without pay shall not be counted for purposes of determining seniority.

At the conclusion of an authorized leave of absence, an employee shall be returned to an equivalent position within his/her classification.

No sick leave, vacation leave, medical or dental insurance benefits accrue during an unpaid leave of absence except for Family and Medical Leave Act Leave, but the employee may elect to continue medical, vision or dental insurance coverage for up to the duration of his/her leave of absence at his/her own expense. For any paid leave of absence, all benefits continue to accrue.

Only accrued sick leave and vacation leave and compensatory time off that has been earned as of the prior pay period is available for the employee's use.

In consultation with the Department Head, the City Manager and his/her designee may designate the specific beginning and ending dates of a leave to meet the needs of the employee and the Town. Failure to return to work at the designated return date will be deemed a resignation.

At the conclusion of a paid or unpaid leave of absence due to any sickness or disability of three days or more, the employee may be required to submit a physician's statement certifying that he/she is medically qualified to resume work as a condition to returning to work.

I. Short-Term Disability ("STD")

Short Term Disability Insurance can only be utilized after an employee has exhausted all of his/her available sick leave. The benefit is an amount equal to 70% of the employee's weekly earnings to a maximum of \$500.00 per week.

ARTICLE 1112: BENEFIT PROGRAMS

Insurance

Effective January 1, 2006, the Town-paid medical premium cap is to increase to the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. Employees selecting a health plan whose premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 100% of the Dental and Vision plan costs. Effective January 1, 2007, the Town-paid medical premium cap is to increase to the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. Employees selecting a health plan whose premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 100% of the Dental and Vision plan costs. Effective January 1, 2008, the Town-paid medical premium cap is to increase to reflect 95% of the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. An employee whose health plan premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 95% of the Dental and Vision plan costs.

Effective January 1, 2009, the Town-paid medical premium cap is to increase to reflect 95% of the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. An employee whose health plan premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 95% of the Dental and Vision plan costs.

An employee who elects no medical coverage through the Town will receive \$300 per month, paid quarterly.

During the second year of the agreement, the parties agree that upon request, they will meet to explore alternate medical plans. During this same time period, the parties will explore the creation of a Retirement Medical Health Savings Plan.

The City Manager may contract with different health care insurers/providers, at his sole discretion, during the term of this MOU, so long as any new contract does not reduce the level of benefits.

Employee Assistance Program. The Town shall establish a program for psychological counseling to employees and their dependents, with total Town expenditures not to exceed \$3,000, for payment of professional psychological counseling fees. Employee family groups are entitled to attend up to six sessions with the Town sponsored counselors during the term of this agreement when he/she/they determine(s) that psychological counseling is needed to ensure continued good mental health.

Life Insurance. The Town will provide all regular employees life/accidental death and dismemberment insurance of \$50,000.

Educational Reimbursement.

The Town shall establish a \$1,000 annual educational reimbursement plan. An employee who successfully completes courses that have been approved by the City Manager may receive up to \$400 reimbursement for each fiscal year of the term of this MOU until the funds are depleted. At the end of the calendar year, any unused amount in the plan shall be distributed to participants in the plan during that year on an equal basis provided that such additional payments to participants shall be based on actual expenditures incurred by the participants.

Building Inspector and Notary Public License.

Employees who are assigned to perform the duties of Building Inspector and who have permission to take the examination(s) for certificates issued by the International Conference of Building Officials, the International Association of Electrical Inspectors, or the International Association of Plumbing and Mechanical Officials, will receive a 100% reimbursement of the examination fee or certificate renewal fee. Employees in any classification who have permission to take the Notary Public License examination will receive a 100% reimbursement of the examination fee or certificate renewal fee. Reimbursement will be made only upon submission of proof of either successful completion of the examination(s) or payment of the renewal fee(s).

Employees who are required by State or Federal agencies or by job description to be licensed or certificated in order to perform Town job duties shall be reimbursed for the fees for such license or certificate, including other DMV licenses above Class "C".

Use of Private Automobile — Mileage Reimbursement.

The City Manager authorizes monthly vehicle allowance as follows: \$300 for those in the classification of Building Inspector/Plan Checker, and effective February 1, 2006, \$425 for those in the classification of Senior Building Inspector/Plan Checker. The purpose of the allowance is to compensate persons employed in this classification for having his/her private automobile available for use or for actually using his/her private automobile in the performance of the duties of his/her employment with the Town. All other employees who sporadically use their private vehicle in the performance of Town duties (excluding normal home to work commuting) will receive a mileage reimbursement for actual miles driven and reported at the current IRS rate. At its discretion, the Town may choose to provide an automobile in lieu of the allowance.

ARTICLE 1213: RETIREMENT

Beginning on July 1, 1999, the Town will provide the PERS 2% at 55 retirement program and pay the full 7% PERS employee contribution. The Town will provide for unused sick leave to be credited toward PERS service time at retirement.

This MOU may be reopened upon written request of either party to discuss a modified retirement program. During the reopener, the parties may discuss but not be limited to, opening the following Articles of the MOU: Article 5, Article 11, Article 12 and Article 21. Exercising of the reopener does not guarantee that agreement will be reached on a modified retirement formula.

ARTICLE 1314: EMPLOYEE RECOGNITION PROGRAM

The Town will form a joint management and labor committee to establish a recognition program.

ARTICLE 1415: GRIEVANCE PROCEDURE

A. Definition

Except as stated otherwise in this MOU, a grievance is any dispute between the Town and an employee regarding the interpretation or application of this MOU. A grievance may be filed by an employee on his/her own behalf, or by the Union.

B. Grievance Steps

Step 1. An employee must present the grievance in writing to the Department Head within 15 days following the event upon which the grievance is based.

The written grievance shall contain a complete statement of the alleged facts upon which the grievance is based, the remedy requested, and the sections of the MOU claimed to have been violated. The grievance shall be signed and dated by the

employee. The Department Head may refer the grievance to the appropriate supervisor for investigation, if necessary. The Department Head, or appropriate supervisor to whom the grievance has been referred, will arrange a meeting in an attempt to resolve the grievance. The Department Head, or his/her designated representative, will give a written decision to the employee within 15 days following the receipt of the grievance.

Step 2. If the employee desires to appeal the grievance to Step 2, the employee must present a written appeal to the City Manager within 15 days following receipt of the written decision of Step 1.

Within 15 days after the receipt of the appeal to Step 2, the City Manager shall hold a meeting with the employee, the Union representative, and the appropriate supervisor to discuss the matter. A written decision shall be given to the employee within 30 days following the meeting.

Step 3. If the grievance has been properly processed through the previous steps of the procedure and is not resolved, the employee may present the grievance to an Advisory Arbitrator for a proposed decision. The employee or the Union representative shall notify the City Manager of the request to present the grievance to an Advisory Arbitrator, in writing, within 15 days following the receipt of the written answer at Step 2.

The Advisory Arbitrator shall be selected from a list of five available arbitrators provided by the State Mediation and Conciliation Service. The parties shall alternate striking names from the list until only one arbitrator remains.

The Advisory Arbitrator shall hold a hearing on the issue or issues submitted, or as determined by the Advisory Arbitrator, if the parties have not mutually agreed upon the issue or issues. Every effort will be made to schedule the hearing within 45 days after the selection date of the Advisory Arbitrator. Each party will prepare a statement of the issue or issues, as well as a position statement thereon, and submit such to the Advisory Arbitrator and other party at least five days prior to the hearing.

The hearing shall be informal. Hearsay evidence is admissible, but hearsay alone will not support an allegation. Witnesses shall be sworn, testimony given under oath, and documentary evidence will be received as appropriate. A complete stenographic record of the proceedings will be made.

The Advisory Arbitrator should render his/her proposed decision in writing within 60 days after the conclusion of the hearing. The Advisory Arbitrator's proposed decision shall be sent to the City Manager and the employee. The Advisory Arbitrator has jurisdiction only to render a proposed decision. The Advisory Arbitrator's proposed decision is not final and binding.

Each party shall bear its own respective attorneys' fees and costs. The fees of the Advisory Arbitrator, as well as the cost of the stenographic record of the hearing, shall be equally divided between and paid by the Town and Union.

Step 4. The City Manager has 15 days after receiving the Advisory Arbitrator's proposed decision to either adopt the proposed decision as the Town's final decision, or to refer the matter to the City Council. In the latter case, the City Manager shall present the Advisory Arbitrator's proposed decision to the City Council for its consideration and final decision at its next regular session. The City Council shall render, in closed session, if appropriate, a final decision by adopting, rejecting or modifying the proposed decision of the Advisory Arbitrator.

C. General Provisions

Grievances may only be processed during normally scheduled non-overtime working hours. The Union agrees that the time spent by its designated Union representative shall be kept to a reasonable minimum and that no Union representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours.

All time limits herein refer to calendar days. Any of the time limits specified in Steps 1-4 may be extended by written mutual agreement of the parties.

Copies of the resolution of all grievances, including the grievance, shall be sent to the Union.

ARTICLE 1516: DISCIPLINARY ACTION

Although verbal or written reprimands shall not be subject to appeal through the Article 14 Grievance Procedure, regular employees may appeal other disciplinary actions beginning at Step 3 of the Grievance Procedure. Probationary employees have no right to either pre-disciplinary procedures or post-disciplinary appeal procedures.

ARTICLE 1617: FULL UNDERSTANDING, MODIFICATION AND WAIVER

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing MOU's, understandings, or agreements that conflict with the matters set forth herein, whether formal or informal are hereby superceded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect.

During the term of this MOU, the parties shall meet and confer at the request of either party pertaining to matters that are not covered herein and within the scope of representation.

Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter addressed in this MOU. It is the intent of the parties that this MOU be administered and observed in good faith.

ARTICLE 1718: NON DISCRIMINATION

The parties agree that they, and each of them, shall not discriminate against any employee because of race, religion, national origin, political affiliation, age, disability, sex, sexual orientation, union membership or lack of union membership.

ARTICLE 1819: SEPARABILITY

Notwithstanding any other provision in this MOU, in the event any article, or subsection thereof, of this MOU shall be declared invalid by any court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the Town, the parties agree to meet and confer on the article or subsections thereof affected. In such an event, all other provisions of this MOU not affected shall continue in full force and effect.

ARTICLE 1920: FITNESS FOR DUTY

The parties agree that the provisions of this MOU are to be interpreted and applied by both parties in a manner that is consistent with the state and federal laws that prohibit discrimination against those with disabilities. The Town shall have the right to request an employee to undergo a physical or mental fitness for duty examination when the City Manager concludes that an employee's health has had, or in reasonable probability will have an impact upon the employee's job performance or the health or safety of other employees. The examination will be designed to determine the employee's ability to safely perform the essential functions of the job.

ARTICLE 20: Classification Study

In 2007, the Town will study the following classifications, looking at job duties and salary: Arborist; Office Specialist, and P.W. Supervisor. Following completion of the study the parties will meet and confer over the results.

ARTICLE 21: TERM

The term of this MOU shall be July 1, 2005 2008 through June 30, 20082009.

Dated: _____

TOWN OF ATHERTON

Mayor

Dated: _____

TEAMSTERS LOCAL 856

Union Representative

Approved as to Form:

City Attorney

Adopted by the City Council on January 18, 2006

APPENDIX A

Units shall be comprised of individuals employed in the following classifications.

THE UNITS

PUBLIC WORKS-PARKS EMPLOYEES UNIT

Public Works Maintenance Worker I / Parks/Facilities Maintenance Worker I
Public Works Maintenance Worker II / Parks/Facilities Maintenance Worker II

Town Arborist/Public Works Specialist

Assistant Engineer

MISCELLANEOUS EMPLOYEES UNIT

Office Specialist

Building Inspector/Plan Checker

Public Services Assistant

SUPERVISOR/CONFIDENTIAL UNIT

SUPERVISOR

Park Supervisor**

Public Works Supervisor

Senior Building Inspector/Plan Checker***

CONFIDENTIAL

Finance Assistant

*Titles listed separately for clarification. Formerly listed as Public Works Maintenance Worker.

**Title listed separately for clarification. Formerly listed as Public Works Supervisor.

***Approved by City Council on February 19, 2003.

APPENDIX B

PUBLIC WORKS DEPARTMENT STANDBY ASSIGNMENT RULES

All employees who have been employed in the Public Works Department for at least one year are required to participate in the standby program that is referenced in the Memorandum of Understanding between Local Union No. 856 and the Town of Atherton. Other employees who meet the qualifications as may be established by the Public Works Director may also participate. An employee on standby agrees to:

1. Review and approve his or her assignment on the yearly standby assignment schedule that is posted in the Public Works Department. Standby assignments are for one-week periods and include all hours when the Town is not open for business (except during lunch hours on workdays).
2. Keep the Town's cellular phone, beeper, storm drainage maps, and telephone numbers of the Atherton Police Department Watch Commander with him or her at all times during standby assignment. Protect the cellular phone from loss or damage. Return the cellular phone to the Public Works Director at the end of the standby assignment.
3. Respond to all call backs that occur during scheduled standby time unless he/she has previously notified the Public Works Director of the name of another employee who meets the qualifications and who has agreed to respond. The employee who seeks a substitute is responsible for ensuring that the substitute employee has the standby equipment listed in Item 2 above.
4. Respond to a page or cellular phone call promptly and without delay after being paged or called. Respond to the call back location within 30 minutes after answering a page or call back to service.
5. Do not consume alcohol or drugs during standby assignment that may impair his/her ability to perform call back duties.
6. Acquire as much information as possible regarding a call back before responding. Use good judgment in determining the need to call out to employees to assist with a call back. Log all information regarding each call back on appropriate forms.
7. Make safety the highest priority and inform the Public Works Director of any major incident that results in the loss of life, injury or property loss.

The Fair Labor Standards Act (29 U.S.C. Section 201 and following) requires that a covered employee receive overtime compensation at the rate of one and one-half times the employee's regular rate of pay for each hour worked over forty (40) in the employee's designated workweek. The Fair Labor Standards Act regulations require employers to keep a record of the particular workweek designated for each employee. (29 C.F.R. Section 516.2(a)(5).) The Fair Labor Standards Act workweek designated for _____ [employee name] shall be the seven consecutive day period that begins on _____[day of the week and time] and ends on _____ [day of the week and time].

Acknowledged: _____ [employee signature]

APPENDIX C

Fiscal Year 20085-20096

Salary Ranges (70th Percentile)

Position	Step A	Step B	Step C	Step D
Assistant Engineer*	5,407.69	5,653.50	5,922.71	6,218.85
Building Inspector/Plan Checker	5,447.10	5,694.70	5,965.88	6,264.17
Finance Assistant	4,632.54	4,843.11	5,073.73	5,327.42
Office Specialist	4,042.97	4,226.74	4,428.02	4,649.42
Park Supervisor**	5,659.56	5,916.82	6,198.57	6,508.50
Public Services Assistant	3,351.90	3,504.26	3,671.13	3,854.69
Public Works Maintenance Worker I/ Parks/Facilities Maintenance Worker I	3,572.05	3,734.42	3,912.25	4,107.86
Public Works Maintenance Worker II/ Parks/Facilities Maintenance Worker II	3,928.84	4,107.43	4,303.02	4,518.17
Public Works Supervisor	5,659.56	5,916.82	6,198.57	6,508.50
Senior Building Inspector/Plan Checker***	5,991.82	6,210.66	6,506.41	6,890.59
Town Arborist/Public Works Specialist	5,447.10	5,694.70	5,965.88	6,264.17

*Limited term position approved by Council on January 16, 2002.

**Salary range same as Public Works Supervisor. Position previously was not delineated separately and was listed as same title as Public Works Supervisor.

***Approved by City Council on February 19, 2003.

Town of Atherton
Tentative Agreement
To
Teamster Local 856

September 4, 2008

- Article 21: Term – July 1, 2008 – June 30, 2009
- Article 5: Wages, Standby and Call Back Pay – Effective July 1, 2008 the Town will implement the 70th percentile pay range of the comparator positions with comparator agencies for all positions covered by this MOU.
- Article 11: Benefit Programs – Effective January 1, 2009 the Town-paid medical premium cap is to increase to reflect 95% of the then prevailing Blue Shield HMO rate for 3+party, 2-party, and 1-party.
- Article 12: Retirement – The Town proposes that the agreement be reopened upon written request of either party to discuss a modified retirement program. During the reopener the parties may discuss, but not be limited to opening the following Articles of the MOU: Article 5, Article 11, Article 12 and Article 21. The exercise of the reopener does not guarantee that agreement will be reached on a modified retirement formula.
- Article 14: Grievance Procedure B. Grievance Steps – The Town's proposal regarding this Article will be withdrawn.
- Article New Agency Shop – As mutually agreed upon

All other Articles of the MOU will not be modified, except for housekeeping items.

Date: September 4, 2008

For the Town

Glenn Burke

For Local 856

[Signature]



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JERRY GRUBER, CITY MANAGER

DATE: FOR THE CITY COUNCIL MEETING OF JANUARY 21, 2009

SUBJECT: ADOPTION OF RESOLUTION 09-xx - A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ADOPTING SALARIES AND FOR MANAGEMENT STAFF FOR FISCAL YEAR 2008-09

RECOMMENDATION

Adopt Resolution 09-XX – A Resolution of the City Council of the Town of Atherton Adopting Salaries and Benefits for Management Staff for Fiscal Year 2008-09

INTRODUCTION:

Resolution 05-47 – A Resolution of the City Council of the Town of Atherton Adopting Salaries and Benefits for Management Staff for Fiscal Year 2007-08 covered the period of July 1, 2005 through June 30, 2008. The Town's management negotiating team has met with mid management representatives regarding reaching a new agreement.

Resolution 09-XX reflects the proposed agreement which has been reached between the negotiators on behalf of the Town and mid management. Resolution 09-XX, if adopted by Council, would be effective July 1, 2008 through June 30, 2009.

The proposed agreement has been reviewed by mid management, the City Attorney, Town's labor relations counsel, Finance Director, Assistant City Manager, and City Manager.

ANALYSIS:

Salary:

Adoption of Resolution 09-XX would implement salary adjustments for Mid Management Employees, effective July 1, 2008, representing an average annual increase for Fiscal Year 2008-09 of 5.05%. The salary adjustment represents the 70th percentile pay range of comparator positions with comparator agencies for Mid Management positions for salary and Public Employees Retirement System (PERS) contribution, using the salaries in effect for comparator positions as of July 1, 2008 (with the removal of the top and bottom salaries in the array for calculation purposes).

FISCAL IMPACT:

The fiscal impact for FY 2008-2009 represents a 5.05% increase in salary effective July 1, 2008 for Mid Management Employees. These adjustments to salaries represent a total dollar cost of \$53,399.

RESOLUTION NO. 09-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
ADOPTING SALARIES AND BENEFITS FOR MANAGEMENT STAFF
FOR FISCAL YEAR 2008-09**

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

WHEREAS, the City Council has determined that it is in the best interests of the Town to bring uniformity to the salaries and benefits of Management employees in the form of a resolution, and

WHEREAS, Attachment A to this Resolution specifies terms and conditions of employment for Management employees for the Fiscal Year 2008-09.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the Town of Atherton that the salaries and benefits of the Management Employees of the Town of Atherton shall be as stated in Attachment A.

* * * * *

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 ____ day of _____ 2009, by the following vote.

<i>AYES:</i>	<i>Council Members:</i>
<i>NOES:</i>	<i>Council Members:</i>
<i>ABSENT:</i>	<i>Council Members:</i>
<i>ABSTAIN:</i>	<i>Council Members:</i>

Jerry Carlson, **MAYOR**
Town of Atherton

ATTEST:

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc Hynes, City Attorney

ATTACHMENT A

The purpose of this Management Resolution is to provide salary and benefit information for Management Employees of the Town of Atherton in one document rather than in multiple, individual agreements with various employees.

1. TERM: The term of this Resolution is July 1, 2008 through June 30, 2009 (Fiscal Year 2008-09).

2. COVERED CLASSIFICATIONS:

Assistant Finance Director	Planning Administrator/Building Official
Assistant City Manager	Police Chief
Associate Engineer*	Police Lieutenant
City Clerk	Public Works Director
Finance Director	Public Works Superintendent
Park Program Manager	

* Position not filled FY 2008-09

3. SALARY: The Atherton City Council recognizes the importance of maintaining a competitive salary and benefit package for its management employees. In order for this to be possible, it is necessary to establish a list of those municipalities that should be used as benchmark agencies. The following agencies are hereby used as a benchmark for management employees' salaries and benefits: Menlo Park, Hillsborough, Millbrae, San Carlos, Los Gatos, Belmont, Brisbane, San Bruno, Los Altos, Woodside, and Saratoga, with the exception of the Police Lieutenant position, which shall be benchmarked against those agencies utilized as benchmarks in the Atherton Police Officers Association Memorandum of Understanding (MOU).

For the term of this Resolution, July 1, 2008 through June 30, 2009, the City Council authorizes compensation of management employees at the 70th percentile for salary and Public Employees Retirement System (PERS) contribution as compared to like positions with the benchmark agencies. The salary ranges for this Resolution are as shown in Exhibit "A" – Town of Atherton Management Salary Schedule - Fiscal Year 2008-09. Any 70th percentile calculation made pursuant to this Resolution shall have the highest and lowest salaries in the survey array removed.

Due to the unique duties of the Park Program Manager position and the inability to locate comparator positions, the salary for this position will not be set at the 70th percentile as

described above. Instead, the salary for the Park Program Administrator position will be set at 1% above the Public Works Supervisor position for each Fiscal Year covered by this Resolution, in order to maintain internal equity. In order to establish internal equity for the position of City Clerk, the salary range shall match that of the Assistant Finance Director for each Fiscal Year covered by this Resolution.

4. **OVERTIME:** All management employees are exempt from overtime compensation in accordance with the provisions of the Fair Labor Standards Act. No management employee is entitled to receive overtime compensation.
5. **HOLIDAYS:** The following holidays will be observed by all Management employees:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving Day
December 25	Christmas Day

In addition, a personal holiday on a date to be determined by the employee subject to the approval of the City Manager. This holiday will be credited to the employee each January.

If any of the holidays falls on a Saturday, the Friday preceding shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

6. **VACATION LEAVE:** Except as limited by this section, all Management employees shall accrue Vacation Leave at the following rates:

Less than three years of service – 80 hours per year.
Three years of service to eight years of service – 120 hours per year.
Eight years of service and above – 160 hours per year.

For purposes of this resolution, “years of service” shall include full-time employment with the Town of Atherton, plus full-time service with other public or private agencies prior to Town employment. Full-time years of service with other agencies shall be credited on a two-for-one basis as follows: credit for one year of service for every two years of service outside the Town. Partial years shall not be rounded up to the next year. Employees covered by this

provision include all current Management employees and all Management employees hired during the term of this Management Resolution.

The maximum vacation accrual is 800 hours. Vacation accrual in excess of the maximum allowed will be liquidated by monetary payment during the month of November. Those employees with vacation balances in excess of the maximum accrual stated herein at the time this Resolution is adopted, are required to meet with the City Manager to arrange a schedule for liquidation or use of the excess time.

7. **ADMINISTRATIVE LEAVE:** In recognition of the hours required to accomplish the requirements of each Management position, including attendance at numerous meetings outside normal working hours, each Management employee shall be granted forty (40) hours of Administrative Leave per fiscal year. Management employees may accumulate a maximum of 60 hours of Administrative Leave. No cash out of Administrative Leave shall be allowed. Administrative Leave shall accrue at the rate of 1.53 hours per pay period. Managers employed by the Town as of the adoption of this Resolution shall be credited with a pro-rata share of Administrative Leave hours applicable from July 1, 2005 to the present time.
8. **SICK LEAVE:** The Town shall provide each Management employee in paid status with paid sick leave at the rate of 3.69 hours per pay period. There is no cap on the hours of sick leave accrual.

An employee may only use sick leave that has accrued prior to the current pay period. Sick leave is not cashed out upon separation. Probationary employees can earn and use sick leave.

Sick Leave shall be allowed and used in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other health-related reasons. Up to six (6) days per year of sick leave may be used in cases of actual sickness or disability, medical or dental treatment of members of the employee's immediate family, or as otherwise provided by law. The City Manager may require an employee who uses sick leave to provide an original doctor's certificate to support the sick leave claimed. An employee who claims sick leave of three consecutive days or more may be required to submit a statement from a physician that the employee is fit to return to work with or without reasonable accommodation.

Unless he or she has submitted a doctor's note stating the length of absence, each employee on sick leave shall personally call in each day prior to the beginning of scheduled work hours to his or her immediate supervisor stating the following:

1. Non-detailed nature of the illness;
2. Estimated length of absence; and

3. Any necessary information about work which needs attention during the employee's absence.

Award for Non-Use

Provided that the following conditions are met, regular full-time employees may receive two hours of vacation leave on December 31 of any calendar year for every eight hours of sick leave earned but not used during that calendar year:

1. The employee must have completed one year of service by December 31 of the calendar year;
2. The employee must have received a satisfactory overall rating on his/her most recent performance review for work done during that calendar year; and
3. The employee only earns the Award for Non-Use to the extent that the Award does not exceed the vacation accrual cap.

Sick leave is not diminished as a result of an Award for Non-Use.

9. **BEREAVEMENT LEAVE:** Management employees shall be allowed paid leave for not more than five working days when absent because a death has occurred in his/her immediate family. For the purpose of bereavement leave, members of the immediate family include mother, stepmother, father, stepfather, mother-in-law, father-in-law, child, grandparent, grandchild of the employee, or spouse, brother, stepbrother, sister, stepsister, cohabitant or dependent of the employee. Bereavement Leave because of a death of someone who is not a member of the employee's immediate family is limited to one day per request. Bereavement Leave cannot be accumulated and is not part of the sick leave benefit. Bereavement Leave cannot be used on a Town holiday.

In order to receive Bereavement Leave, a Management employee must make a written request to the City Manager that identifies the relationship of the deceased to the employee.

10. **MILITARY LEAVE:** Military leave of absence shall be granted and compensated in accordance with all applicable laws upon satisfactory proof of the need to report to active duty. Management employees must give the City Manager advance notice, to the greatest extent possible, when military duty is scheduled.
11. **LEAVE FOR PREGNANCY DISABILITY:** A pregnant Management employee shall be entitled to an unpaid leave of absence for the duration of disability due to pregnancy to a maximum of four months. The employee may use her accumulated sick or vacation leave for all or part of the leave. The employee's request for Pregnancy Disability Leave must be supported by a physician's statement that sets forth the anticipated duration of the disability.

12. FAMILY AND MEDICAL ACT LEAVE: Provided that the Town's workforce consists of at least 50 full-time employees, leave of absence shall be granted in accordance with the State and Federal Family and Medical Leave Acts.

13. JURY DUTY: A Management employee required to report for jury duty or to answer a subpoena as a witness shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the employee remits to the Town all fees received for such duties, other than mileage or subsistence allowances, as soon as the employee receives such fees. The employee must report to work for any portion of the work day that the employee is not required to be absent due to jury duty or to answer a subpoena.

14. LEAVE WITHOUT PAY: Upon the written request of a management employee and recommendation of the Department Head (if applicable), the City Manager may grant a leave of absence without pay for good cause shown in cases of personal emergency or when such absences would not be contrary to the best interest of the Town.

The City Manager may grant a leave of absence without pay for a period not to exceed one year, during which time no benefits and no seniority credit will accrue. Upon expiration of an approved leave, or within five working days after written notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted. An employee's failure to report promptly at the expiration of a leave, or within five working days after notice to report to duty, may be deemed notice of resignation and/or cause for disciplinary action.

During unpaid leaves of absence, the employee may elect to use accrued vacation time.

15. BENEFITS PROGRAMS: The following benefits are provided to Management employees. Benefits are not vested and are subject to change or to being discontinued.

A. HEALTH/DENTAL/VISION INSURANCE: The Town of Atherton currently contracts with the Public Employees Retirement System for health insurance benefits. The Town will pay the full cost of the health insurance for the employee and his/her family for any health plan currently offered through PERS. Health insurance offered by PERS commences on the first day of the month following employment, and remains in effect for one month after one terminates employment with the Town. The City Manager may contract with different health care insurers/providers, with City Council approval, at the beginning of a calendar year, as long as the new contract does not reduce the level of benefits.

The Town will pay the full cost of the employee's and his/her family dental and vision insurance with insurers/providers as determined by the City Council based upon a recommendation of the City Manager.

B. LIFE INSURANCE: The Town will provide management employees with Town-paid life and accidental death and dismemberment insurance policies in the following amounts:

Assistant City Manager \$150,000

Police Chief, Police Lieutenant: \$140,000

Finance Director,
Planning Administrator/Building Official,
Public Works Director: \$100,000

Assistant Finance Director,
City Clerk,
Park Program Administrator,
Public Works Superintendent: \$75,000

C. EMPLOYEE ASSISTANCE PLAN: The Town will continue its program for psychological counseling to employees and dependents, with total Town expenditures not to exceed \$3,000 in any fiscal year, for payment of professional psychological counseling fees. Employee family groups are entitled to attend up to six sessions each year when he/she/they determine(s) that psychological counseling is needed to ensure continued good mental health.

D. LONG TERM DISABILITY INSURANCE (LTD): Coverage for this insurance is 67% of monthly earnings to a maximum of \$6,000.00. This insurance becomes effective the first day of the month following date of employment subject to the terms and provisions contained in the policy. The waiting period following a disability is sixty (60) days. An employee does not accrue sick or vacation leave while on Long Term Disability Leave.

E. DEFERRED COMPENSATION: Management employees are eligible to participate in Deferred Compensation Plans offered by the Town.

F. SHORT TERM DISABILITY INSURANCE (STD): Short Term Disability Insurance can only be utilized after an employee has exhausted all of his/her available sick leave. The benefit is an amount equal to 70% of the employee's weekly earnings to a maximum of \$500.00 per week.

G. FLEXIBLE SPENDING PLAN: Full-time management may enroll in this plan and take advantage of tax benefits as they pertain to medical and dependent care. Employees enroll upon employment and once a year thereafter in the month of January.

H. PUBLIC EMPLOYEES' RETIREMENT SYSTEM: All full-time management employees are covered by California's PERS in lieu of Social Security coverage. The Town pays both the employer's and the employee's portion of PERS under the 2% @55

program for non-sworn management employees and 3% @50 program, as of July 1, 2002, (calculated at single-highest year) for sworn management employees.

16. PERFORMANCE REVIEWS: All management employees shall have their performance reviewed at least once prior to the end of the fiscal year in June. These reviews provide a planned and orderly means to evaluate individual performance in the areas of program responsibility, management of personnel, accountability, and teamwork with other staff members.

17. AUTOMOBILE PROVISION/MILEAGE REIMBURSEMENT: The City Council recognizes different needs of management employees regarding automobile use. All management employees will be compensated for mileage at the current Internal Revenue Service rate in the performance of his/her job except for the following positions as provided herein:

- a. Police Chief - Provision of an automobile to take home
- b. Police Lieutenant - Provision of an automobile to take home
- c. Planning Administrator/Building Official - \$300/month
- d. Public Works Director - \$300/month
- e. Public Works Superintendent - Provision of an automobile during work hours

The specific policy for use of Town-owned automobiles will be established by the City Manager.

18. EDUCATIONAL REIMBURSEMENT: The Town shall establish a \$2,000 annual educational reimbursement plan for Management employees. A Management employee who successfully completes courses that have been approved by the City Manager may receive up to \$600 reimbursement for each fiscal year of the term of this MOU until the funds are depleted. At the end of the fiscal year, any unused amount in the plan shall be distributed to Management participants in the plan during that year on an equal basis provided that such additional payments to participants shall be based on actual expenditures incurred by the participants.

19. UNIFORM ALLOWANCE: The positions of Police Chief and Police Lieutenant shall receive a uniform allowance in the amount of \$675 per fiscal year, payable in equal amounts of \$168.75 on the first payday at the beginning of each quarter. The amount advanced is subject to all withholding taxes, but is not dependent on remaining in service for the entire quarter. Positions covered by this allowance are required to purchase and maintain uniforms in accordance with Atherton Police Department Rules and Regulations.

20. SAFETY SHOE ALLOWANCE: The position of Public Works Superintendent shall receive a safety shoe allowance of \$200 per fiscal year. On presentation of appropriate receipts, the Town shall reimburse the Public Works Superintendent for up to \$200 per fiscal year toward the cost of no more than one pair of OSHA approved safety shoes/boots per

year. Shoe repair is reimbursable under this provision. Shoes/boots purchased under this provision are for the exclusive use of the employee.

- 21. FLEXIBLE SCHEDULING:** At the request of the Department Head and following review and approval by the City Manager, a flexible work schedule may be implemented for Management employees covered by this Resolution. The City Manager's evaluation shall give consideration to the needs of the Department/Employee as well as the desire of the City Council to continue to provide all Town services on a schedule that is conducive to providing uninterrupted service to its residents throughout the week.

Each flexible schedule approved shall be evaluated by the City Manager no later than six months following its implementation. The purpose of the evaluation will be to determine if it is in the best interests of the Town of Atherton to continue the flexible schedule, or any modifications to the schedule that would be necessitated by the City Manager's evaluation.

- 22. MILITARY BUY-BACK OF SERVICE CREDIT:** Eligible management employees are able to participate in the Military Buy Back of Service Credit program available through the Public Employees Retirement System (PERS).

- 23.** The provisions of this Management Resolution supercede and terminate any and all prior or existing MOUs, understandings, rules, policies, agreements, resolutions or correspondence, whether formal or informal, regarding the compensation, benefits and terms and conditions of employment, to the extent that those items are inconsistent with the terms of this Management Resolution. Existing MOUs, understandings, rules, policies, agreements, resolutions or correspondence that do not conflict with the matters set forth herein remain in effect.

**TOWN OF ATHERTON
MANAGEMENT SALARY SCHEDULE
Fiscal Year 2008-09**

<u>Position</u>	<u>Bottom Step</u>	<u>Top Step</u>
Assistant Finance Director	7993.75	9253.76
Assistant City Manager	11485.49	13295.89
Associate Engineer*	7133.10	8257.45
City Clerk**	7993.75	9253.76
Finance Director	11253.96	13027.86
Park Program Manager	6329.43	7327.11
Planning Administrator/ Building Official	10758.39	12454.18
Police Chief	11644.37	13479.82
Police Lieutenant	9795.77	11339.83
Public Works Director	11513.42	13328.22
Public Works Superintendent	8980.2	10395.70

* Position not filled FY 2008-09

**The City Clerk position is budgeted for 0.50FTE for FY 2008-09



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE OFFICER

DATE: FOR THE MEETING OF JANUARY 21, 2009

SUBJECT: FINANCIAL REPORT FOR SIX MONTHS ENDED DECEMBER 2008

RECOMMENDATION

Receive the General Fund Financial Report for the six months ended December 31, 2008.

DISCUSSION

Staff revised the format on how the financial report is to be presented. The new format incorporates a column “**Accrual**” to account for revenues and expenditures that need to be included in order to more accurately reflect the actual data. For the six months ended December 31, 2008, if revenues and expenditures are assumed to be distributed evenly, 50% of the annual FY 2008-09 Budget (6/12) should be earned or incurred.

The accrual amounts only reflect data up January 16, 2009. Staff is still in the process of reconciling accounts, and any necessary adjustments will be proposed in subsequent months.

General Fund Revenues

For the six months ended December 31, 2008, the General Fund reported revenues of \$4,290,427, which is 40.3% of annual budgeted revenues for FY 2008-09. With the current economic climate, the following revenues may come short of projection: Supplemental property tax (SB813 Redemption), general and public safety sales tax, document transfer tax, interest income, and building permit fees. In addition, with the change in business license tax collection, there will be a significant decrease in business license tax revenue.

The \$11,000 projected for SMIP revenue will be completely eliminated at the mid-year budget review because SMIP is not revenue to the Town, but it is fund collected on behalf of another agency.

The \$140,000 revenue projected for REACT Task Force Reimbursement will be reduced by 50% because the Police Department was no longer participating in the program after December 31, 2008.

All revenues will be reviewed and adjustments will be made in February 2009 to reflect actual and new projections for the remaining six months of FY 2008-09.

General Fund Expenditures

As to the expenditures for the six months ended December 31, 2008, the General Fund reported \$4,957,063, which is \$46.6% of annual budgeted expenditures for FY 2008-09. All departments are expected to come within budget targets with the exception of the City Manager Department and City Attorney Department. The City Manager Department includes City Manager, City Clerk, and Human Resources.

To better explain the variance, staff is providing variance explanations for material items.

Unless additional appropriation is approved by the City Council, each department head is expected to manage his/her department budget to ensure that the department comes in within approved expenditure budget.

As recommended by the Finance Committee, any request for appropriation should be included in mid-year budget review. No separate or piece-mail request for new appropriation should be submitted to the City Council unless it is an emergency.

FISCAL IMPACT

Revenues and expenditures budget for FY 2008-09 for the General Fund will be reviewed and mid-year adjustments will be presented in February 2009.

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome Gruber
City Manager

Attachment: Financial Report
Variance Explanation

Monthly Financial Report

Town of Atherton
Financial Report for the Six Months Ended December 31, 2008
Revenue Variance Explanation

A. Franchise Taxes – Cable

Three payments were recorded. One of the three payments was for FY 2007-08.

B. Motor Vehicle in-Lieu

Timing difference in payment recorded for FY 2007-08.

C. Building Permit Fees

The revenues posted in the financial software have been verified with CRW. No significant variance found. The variance in November 2008 financial report was due to the fact that the CRW transactions were posting to financial software one month in arrears. Staff is currently working CRW to correct the posting date issue.

D. Encroachment

The increase was due to fee for water main project.

E. SMIP Fees

This is not a revenue to the Town. SMIP is a fee collected on behalf of the State. The \$11,000 budgeted will be removed during mid-year budget adjustment.

F. Weddings

Staff is working with Park Program Manager to develop the budget and will be adjusted at mid-year.

G. Interest Income

No interest has been recorded. Due to backlog, lack of staff resources, and major clean-up for FY 2008 audits, the Finance Department is running behind in bank reconciliations and the interest allocation entries. Staff is hoping with the additional temporary help, the backlog can be cleared up by end of February 2009.

Town of Atherton
Financial Report for the Six Months Ended December 31, 2008
Expenditure Variance Explanation

H. City Council Department

The City Council Department office supplies expenditure exceeded budget. The main reason was the purchase of a custom-made credenza which is a one-time expense.

The membership/Dues were higher than the average 50% mark was because membership dues are paid in advance and are not amortized.

I. City Manager Department

The City Manager Department includes also Human Resources and City Clerk. These combined departments are showing six months expenditures at 56.8%. The main reason is that there were several employee related matters that cost an additional \$41,000.

J. City Attorney Department

The City Attorney Department is showing six months expenditures at 76.9% which is 25% higher than the 50% target. The increase was due to claims, litigations, and the hourly rate paid to the current City Attorney.

Town of Atherton										
General Fund										
Financial Report for the Six Months Ended December 31, 2008										
(Excl. Encumbrances)										
Dept	Description	Budget FY08/09	6/12 of Budget	Actual Jul 08 thru Dec 08	Accrual	Adj. Actual Jul 08 thru Dec 08	% of 6/12 Budget	Year-To- Date Variance	% of Annual Budget	Actual Jul 07 thru Dec 07
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Revenues		50.0%							
	Secured	4,299,782	2,149,891	2,197,835	33,166	2,231,000	103.8%	2,068,782	51.9%	2,313,073
	Unsecured	250,000	125,000	272,634		272,634	218.1%	(22,634)	109.1%	240,835
	SB813 Redemption	150,000	75,000	29,475		29,475	39.3%	120,525	19.6%	40,917
	Home Owners Prop Tax Re	31,500	15,750	4,380		4,380	27.8%	27,120	13.9%	4,737
	Local Sales & Use Tax	115,000	57,500	36,010		36,010	62.6%	78,990	31.3%	58,689
	Public Safety Sales Tax	69,000	34,500	16,555	5,461	22,016	63.8%	46,984	31.9%	34,604
	IN LIEU SALES TAX/TRIPLE FLIP	54,235	27,118	15,764		15,764	58.1%	38,471	29.1%	
	Franchise Taxes-PG&E	225,000	112,500			-	0.0%	225,000	0.0%	
	Franchise Tax-Cal Water	84,000	42,000			-	0.0%	84,000	0.0%	
	Franchise Tax-BFI	173,000	86,500	37,007		37,007	42.8%	135,993	21.4%	36,440
	Franchise Taxes-Cable	88,000	44,000	75,209		75,209	170.9%	12,791	85.5%	39,666 A
	Document Trsf Tax	250,000	125,000	96,741		96,741	77.4%	153,259	38.7%	125,453
	Motor Vehicle In-Lieu	641,300	320,650	311,835		311,835	97.3%	329,465	48.6%	43,729 B
	Motor Veh. Lic Fees (MVLF)			9,386	2,194	11,580	100.0%	(11,580)	100.0%	
	Business Licenses	450,000	225,000	125,068		125,068	55.6%	324,932	27.8%	295,171
	Home Occupation	6,000	3,000	1,700		1,700	56.7%	4,300	28.3%	5,870
	Building Permit	1,300,000	650,000	351,264	(251)	351,013	54.0%	948,987	27.0%	597,482 C
	Encroachment	110,000	55,000	120,432		120,432	219.0%	(10,432)	109.5%	44,190 D
	Other Licenses & Permit	-	-	300		300	100.0%	(300)	100.0%	175
	Landscape Fee	4,000	2,000	(5,000)		(5,000)	-250.0%	9,000	-125.0%	1,700
	Vehicle Code Fines	30,000	15,000	5,396		5,396	36.0%	24,604	18.0%	
	Other Fines & Forfeit	11,000	5,500	8,455		8,455	153.7%	2,545	76.9%	19,974
	ERAF Subvention	468,206	234,103			-	0.0%	468,206	0.0%	
	Ca State 911 Reimb	54,500	27,250			-	0.0%	54,500	0.0%	

Town of Atherton										
General Fund										
Financial Report for the Six Months Ended December 31, 2008										
(Excl. Encumbrances)										
Dept	Description	Budget FY08/09	6/12 of Budget	Actual Jul 08 thru Dec 08	Accrual	Adj. Actual Jul 08 thru Dec 08	% of 6/12 Budget	Year-To- Date Variance	% of Annual Budget	Actual Jul 07 thru Dec 07
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			50.0%							
	POST Reimb	20,000	10,000	5,901		5,901	59.0%	14,099	29.5%	2,964
	Other Reimbursements	60,000	30,000	40,894		40,894	136.3%	19,106	68.2%	33,887
	SB 90 reimbursement	-	-	-		-	0.0%	-	0.0%	8,575
	Grants	40,000	20,000	7,530		7,530	37.6%	32,470	18.8%	91,130
	React Task Force Reimb	140,000	70,000	(6,652)		(6,652)	-9.5%	146,652	-4.8%	
	Elections Processing Fee	-	-	2,000		2,000	100.0%	(2,000)	100.0%	
	Document/Research Fee	400	200			-	0.0%	400	0.0%	370
	Photocopy Fee	4,000	2,000	2,920		2,920	146.0%	1,080	73.0%	2,920
	Alarm Sign Fees	600	300	300		300	100.0%	300	50.0%	240
	Vehicle Release	1,500	750	1,360		1,360	181.3%	140	90.7%	780
	Police Report	3,000	1,500	1,240		1,240	82.7%	1,760	41.3%	1,300
	Special Service Fee	4,500	2,250	372		372	16.6%	4,128	8.3%	2,068
	Post Office	55,000	27,500	21,568	4,314	25,881	94.1%	29,119	47.1%	25,881
	SMIP Fees	11,000	5,500	-		-	0.0%	11,000	0.0%	E
	Application Fee	35,000	17,500	9,225		9,225	52.7%	25,775	26.4%	14,366
	Zoning & Planning Fees	37,000	18,500	23,250		23,250	125.7%	13,750	62.8%	1,500
	Plan Check	365,000	182,500	238,351	(163)	238,187	130.5%	126,813	65.3%	132,929
	Social Fees	125,000	62,500	69,293		69,293	110.9%	55,708	55.4%	48,225
	Meeting Fees	65,000	32,500	27,394		27,394	84.3%	37,606	42.1%	25,963
	Class Fees	16,000	8,000	9,417		9,417	117.7%	6,583	58.9%	7,792
	Weddings	-	-	25,073		25,073	100.0%	(25,073)	100.0%	F
	PARK DAY USE FEE	-	-	399		399	100.0%	(399)	100.0%	
	Interest Income	400,000	200,000			-	0.0%	400,000	0.0%	119,714
	Cellular One	36,000	18,000	14,894		14,894	82.7%	21,106	41.4%	16,994
	Property Rental-Playscl	75,000	37,500	32,583		32,583	86.9%	42,417	43.4%	37,224

Town of Atherton										
General Fund										
Financial Report for the Six Months Ended December 31, 2008										
(Excl. Encumbrances)										
Dept	Description	Budget FY08/09	6/12 of Budget	Actual Jul 08 thru Dec 08	Accrual	Adj. Actual Jul 08 thru Dec 08	% of 6/12 Budget	Year-To- Date Variance	% of Annual Budget	Actual Jul 07 thru Dec 07
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			50.0%							
	Sale of Property	-	-	732		732	100.0%	(732)	100.0%	720
	Donations/Contributions	24,000	12,000	1,086		1,086	9.1%	22,914	4.5%	1,588
	Miscellaneous Income	10,000	5,000	6,134		6,134	122.7%	3,866	61.3%	19,143
	Transfers in from Gas Tax	100,000	50,000			-	0.0%	100,000	0.0%	
	Transfers in from GFCIP	150,000	75,000			-	0.0%	150,000	0.0%	
	Total Revenues	10,642,523	5,321,262	4,245,708	44,720	4,290,427	80.6%	6,352,096	40.3%	4,498,979
	EXPENDITURES									
City Council	Advertising/Publishing	500	250			-	0.0%	500	0.0%	
	Other Contract Services	9,000	4,500	80		80	1.8%	8,920	0.9%	
	Office Supplies	600	300	1,299		1,299	433.0%	(699)	216.5%	H
	Membership/Dues	18,000	9,000	13,500		13,500	150.0%	4,500	75.0%	12,554 H
	Travel & Meetings	6,000	3,000	3,019		3,983	132.8%	2,017	66.4%	5,629
	Boards & Commissions	1,000	500			-	0.0%	1,000	0.0%	
	Special Events & Awards	1,000	500	438		438	87.5%	562	43.8%	
	Administrative Services	381	191	191		191	100.0%	191	50.0%	191
	Computer Services Charge	796	398	398		398	100.0%	398	50.0%	398
	City Council Totals:	37,277	18,639	18,925	963	19,888	106.7%	17,389	53.4%	18,772
(City Manager	Salaries & Benefits	555,121	277,561	224,390		244,978	88.3%	310,143	44.1%	223,410
City Clerk	Contract Services	84,000	42,000	120,756		120,756	287.5%	(36,756)	143.8%	23,164
Personnel)	Supplies & Materials	7,700	3,850	4,646		5,077	131.9%	2,623	65.9%	5,484
	General Expenses	60,000	30,000	32,956		32,956	109.9%	27,044	54.9%	3,203
	Reimbursements	30,315	15,158	15,158		15,158	100.0%	15,158	50.0%	15,158
	City Manager Totals:	737,136	368,568	397,906	21,020	418,925	113.7%	318,211	56.8%	270,419 I

Town of Atherton										
General Fund										
Financial Report for the Six Months Ended December 31, 2008										
(Excl. Encumbrances)										
Dept	Description	Budget FY08/09	6/12 of Budget	Actual Jul 08 thru Dec 08	Accrual	Adj. Actual Jul 08 thru Dec 08	% of 6/12 Budget	Year-To- Date Variance	% of Annual Budget	Actual Jul 07 thru Dec 07
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			50.0%							
City Attorney	Contract Services	198,000	99,000	133,079	22,304	155,383	157.0%	42,617	78.5%	197,001
Legal Services	General Expenses	2,000	1,000			-	0.0%	2,000	0.0%	
	Reimbursements	6,228	3,114	3,114		3,114	100.0%	3,114	50.0%	3,114
	City Attorney Totals:	206,228	103,114	136,193	22,304	158,497	153.7%	47,731	76.9%	200,115 J
(Finance	Salaries & Benefits	348,040	174,020	158,524	13,153	171,678	98.7%	176,362	49.3%	160,046
Post Office)	Contract Services	50,000	25,000	5,399		5,399	21.6%	44,601	10.8%	69,071
	Supplies & Materials	11,000	5,500	3,903	501	4,404	80.1%	6,596	40.0%	2,351
	General Expenses	3,600	1,800	686		686	38.1%	2,914	19.0%	548
	Rents & Leases		-	590		590	100.0%	(590)	100.0%	
	Facility & Equipment	10,000	5,000			-	0.0%	10,000	0.0%	
	Reimbursements	19,616	9,808	9,808		9,808	100.0%	9,808	50.0%	9,808
	Finance Totals:	442,256	221,128	178,909	13,654	192,564	87.1%	249,693	43.5%	241,825
(Building	Salaries & Benefits	864,441	432,221	339,501	32,796	372,297	86.1%	492,144	43.1%	330,230
Planning)	Contract Services	569,954	284,977	201,960	43,729	245,689	86.2%	324,265	43.1%	485,853
	Supplies & Materials	43,000	21,500	11,902	442	12,344	57.4%	30,656	28.7%	10,230
	General Expenses	11,000	5,500	4,642	16	4,658	84.7%	6,342	42.3%	1,505
	Facility & Equipment	5,500	2,750			-	0.0%	5,500	0.0%	501
	Reimbursements	48,358	24,179	24,179		24,179	100.0%	24,179	50.0%	51,922
	Building Totals:	1,542,253	771,127	582,183	76,983	659,167	85.5%	883,086	42.7%	880,240
Police	Salaries & Benefits	4,307,040	2,153,520	1,863,895	170,023	2,033,918	94.4%	2,273,122	47.2%	2,070,805
	Contract Services	260,670	130,335	155,365	6,689	162,054	124.3%	98,616	62.2%	146,465

Town of Atherton										
General Fund										
Financial Report for the Six Months Ended December 31, 2008										
(Excl. Encumbrances)										
Dept	Description	Budget FY08/09	6/12 of Budget	Actual Jul 08 thru Dec 08	Accrual	Adj. Actual Jul 08 thru Dec 08	% of 6/12 Budget	Year-To- Date Variance	% of Annual Budget	Actual Jul 07 thru Dec 07
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			50.0%							
	Supplies & Materials	185,002	92,501	54,209	8,728	62,937	68.0%	122,065	34.0%	94,642
	General Expenses	157,983	78,992	38,107	2,914	41,021	51.9%	116,962	26.0%	17,967
	Facility & Equipment	99,005	49,503	29,100	3,755	32,855	66.4%	66,150	33.2%	23,920
	Reimbursement	141,886	70,943	70,943		70,943	100.0%	70,943	50.0%	107,468
	Police Totals:	5,151,586	2,575,793	2,211,619	192,108	2,403,728	93.3%	2,747,858	46.7%	2,461,266
(Public Works	Salaries & Benefits	1,481,828	740,914	688,230	54,921	743,152	100.3%	738,676	50.2%	703,126
Parks & Recr)	Contract Services	638,150	319,075	172,085	13,539	185,624	58.2%	452,526	29.1%	187,893
	Supplies & Materials	113,200	56,600	27,030	10,632	37,662	66.5%	75,538	33.3%	52,298
	General Expenses	106,500	53,250	70,395	7,646	78,041	146.6%	28,459	73.3%	15,995
	Rent & Leases	47,068	23,534	15,500	8,931	24,431	103.8%	22,637	51.9%	11,286
	Facility & Equipment	75,700	37,850	276	5,757	6,034	15.9%	69,666	8.0%	14,922
	Reimbursements	58,705	29,353	29,353		29,353	100.0%	29,353	50.0%	
	Public Works Totals:	2,521,151	1,260,576	1,002,869	101,426	1,104,295	87.6%	1,416,856	43.8%	985,520
	Total Expenditures	10,637,887	5,318,944	4,528,604	428,459	4,957,063	93.2%	5,680,824	46.6%	5,058,157
	Excess (Deficiency) of Revenues over Expenditures	4,636	2,318	(282,896)	(383,739)	(666,635)	-28759.1%	671,271	-14379.5%	(559,178)



Town of Atherton
Office of the City Manager

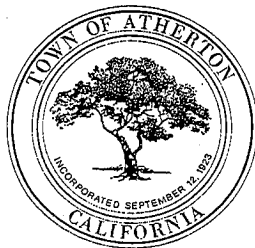
91 Ashfield Road
Atherton, California 94027
Phone: (650) 752-0500
Fax: (650) 614-1212

DATE: January 20, 2009
TO: Honorable Mayor and City Council
FROM: Eileen M. Wilkerson, Assistant City Manager *Eileen*
SUBJECT: REPLACEMENT MATERIALS FOR ITEM 32
– January 21, 2009 Agenda

Due to computer document conversion issues you received an incorrect version of the materials under Item 32 in your Council packet.

Please replace Item 32 materials with the enclosed documents.

Thank you.



Town of Atherton

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JERRY GRUBER, CITY MANAGER - *JG*

DATE: FOR THE CITY COUNCIL MEETING OF DECEMBER 17, 2008

SUBJECT: ADOPTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE FREIGHT CHECKERS, CLERICAL EMPLOYEES AND HELPERS, LOCAL UNION NO. 856 (TEAMSTERS REPRESENTING MISCELLANEOUS TOWN EMPLOYEES) AND THE TOWN OF ATHERTON FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2009

RECOMMENDATION

Adopt the attached Memorandum of Understanding between the Town of Atherton and the Teamsters Local No. 856, for the period of July 1, 2008 through June 30, 2009, and authorize the Mayor to execute the agreement on behalf of the Town.

INTRODUCTION:

The last Memorandum of Understanding (MOU) between the Town and the Union covered the period of July 1, 2005 through June 30, 2008. The Town's management negotiating team has met and conferred with Union representatives regarding reaching a new agreement. The attached Memorandum of Understanding reflects the proposed agreement which has been reached between the negotiators on behalf of the Town and the Union. The MOU, if adopted by Council, would be effective July 1, 2008 through June 30, 2009.

The Union's general membership met and ratified the provisions of this proposal.

The proposed MOU has been reviewed by the Union, the City Attorney, Town's labor relations counsel, Finance Director, Assistant City Manager, and City Manager.

ANALYSIS:

Salary:

Adoption of the MOU would implement salary adjustments for Miscellaneous Employees, effective July 1, 2008, representing an average annual increase for Fiscal Year 2008-09 of 2.36%. The salary adjustment represents the 70th percentile pay range of comparator positions with comparator agencies for Miscellaneous positions for salary and Public Employees Retirement System (PERS) contribution, using the salaries in effect for comparator positions as of July 1, 2008 (with the removal of the top and bottom salaries in the array for calculation purposes).

The attached Memorandum of Terms of Settlement provides a summary of the proposed changes to the existing MOU.

FISCAL IMPACT:

The fiscal impact for FY 2008-2009 represents a 2.36% increase in salary effective July 1, 2008 for Miscellaneous. These adjustments to salary represent a total dollar cost of \$25,314.

Attachment:

- 1) Tentative Agreement between Town of Atherton and Teamsters Local 856 Salary Schedule
- 2) Draft 2008-09 MOU

Town of Atherton
Tentative Agreement
To
Teamster Local 856

September 4, 2008

- Article 21: Term – July 1, 2008 – June 30, 2009
- Article 5: Wages, Standby and Call Back Pay – Effective July 1, 2008 the Town will implement the 70th percentile pay range of the comparator positions with comparator agencies for all positions covered by this MOU.
- Article 11: Benefit Programs – Effective January 1, 2009 the Town-paid medical premium cap is to increase to reflect 95% of the then prevailing Blue Shield HMO rate for 3+party, 2-party, and 1-party.
- Article 12: Retirement – The Town proposes that the agreement be reopened upon written request of either party to discuss a modified retirement program. During the reopener the parties may discuss, but not be limited to opening the following Articles of the MOU: Article 5, Article 11, Article 12 and Article 21. The exercise of the reopener does not guarantee that agreement will be reached on a modified retirement formula.
- Article 14: Grievance Procedure B. Grievance Steps – The Town's proposal regarding this Article will be withdrawn.
- Article New Agency Shop – As mutually agreed upon

All other Articles of the MOU will not be modified, except for housekeeping items.

Date: September 4, 2008

For the Town

Glenn Decker

For Local 856

[Signature]

MEMORANDUM OF UNDERSTANDING

BETWEEN

**FREIGHT CHECKERS, CLERICAL EMPLOYEES
AND HELPERS, LOCAL UNION NO. 856**

and

TOWN OF ATHERTON

For the period of July 1, 2008 through June 30, 2009

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PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by and between Teamsters Local 856, ("Union") and the Town of Atherton ("Town") for the period July 1, 2008 through June 30, 2009. This MOU is entered into pursuant to the Meyers-Milias-Brown Act (Government Code §§ 3500-3510).

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ARTICLE 1: RECOGNITION

Pursuant to Municipal Code § 2.52.070(A), the Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for employees assigned to the classifications and within the three bargaining units listed in Appendix A of this MOU.

ARTICLE 2: REPRESENTATION

It is agreed that, as long as there is no disruption of work, one Union representative shall be allowed reasonable release time away from work duties without loss of pay, to represent a Unit employee or employees on grievances or other matters within the scope of representation. The Union shall designate the one representative under this section, except that members of the Supervisor/Confidential Unit can only represent or be represented by another member of the Supervisor/Confidential Unit. Release time shall be granted for the following types of activities: 1) a meeting of the representative and the employee or employees in the unit related to a grievance; and 2) a meeting with Management relating to disciplinary matters.

Three Union representatives (one from each of the three collective bargaining units covered by this MOU), shall be allocated a reasonable amount of time without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the City Manager.

ARTICLE 3: AGENCY SHOP

The Union agrees that it has a duty to provide fair and non-discriminatory representation to everyone in the Bargaining Unit regardless of whether they are members of Union or not.

This Agency Shop provision shall be implemented in accordance with Government Code Section 3502.5, except as noted below.

All members of the Bargaining Unit, as a condition of employment shall:

- 1) Become and remain a member of Union; or
- 2) Pay to the Union an Agency Shop fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws (it shall be the sole responsibility of Union to determine an agency shop fee which meets the criteria above); or
- 3) Do all of the following:
 - a. Upon satisfactory demonstration that the employee is a member of a bona fide religion, body or sect which has historically held an

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conscientious objections to joining or financially supporting any public employee organization as a condition of employment; and

- b. Pay a sum, through payroll deduction, equal to the agency shop fee described above to a non-religious, non-labor, charitable fund chosen by the employee from among the following charities:
- c. Provide proof of such payments to the Union.

The Union shall provide the City Manager with a copy of the Union agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit employees as required by all applicable laws. Failure by an employee to invoke the said procedure within one (1) month after actual notice shall be a waiver by the employee of his/her right to contest the amount of the agency fee, unless otherwise required by the law.

Annually, the Union shall provide the City Manager with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees, who are members of the union, within sixty (60) days after the end of the fiscal year.

Such dues or Agency Shop fees shall, as a condition of continued employment, be deducted from the Bargaining Unit employee's paycheck on a monthly basis starting the first day of the month following the completion of thirty (30) days of employment

The bargaining unit employee's earnings must be sufficient after required deductions are made to cover the amount of the dues or agency shop fees. When a bargaining unit employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. All required deductions have priority over Union dues and agency shop fees.

The Agency Shop provision may be rescinded in accordance with Government Code Section 3502.5.

The Union shall provide the Town with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this Agency Shop Agreement.

The Union shall indemnify, defend, and hold the Town harmless against any and all claims, demands, suits, orders or judgments or other forms of liability that arise out of or by reason of this Agency Shop Agreement, or action taken or not taken by the Town under this Agency Shop Agreement. This includes, but is not limited to, the Town Attorneys' fees and costs.

In no event shall the Town be required to pay from its own funds Union dues, service fees, or charitable contributions, which the Employee was obligated to pay, but failed to pay, regardless of the reasons.

ARTICLE 4: MANAGEMENT RIGHTS

Pursuant to Municipal Code § 2.52.010(B), the Town has exclusive and inherent management rights with respect to matters of policy, which include among others: the

2008-2009 MOU

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exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this Article relieves the Town of its obligation to meet and confer as required by the MMBA.

ARTICLE 5: LAYOFF AND RE-EMPLOYMENT

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Definitions

A "per diem" employee is an employee who is employed on an intermittent basis who receives no benefits or leaves.

A "temporary" employee is an employee who is employed for a term of less than one year who receives no benefits or leaves.

A "probationary" employee is an employee who has not yet completed the probationary period and who receives benefits and sick leave. Probationary employees are subject to a six-month probationary period that can be extended by mutual agreement of the employee and the Department Head and approved by the City Manager. Probationary employees have no right to continued employment and may be separated from employment at any time during the probationary period or any extension thereof.

A "part-time regular" employee is an employee who has satisfactorily completed the probationary period, and who receives pro-rated leaves and benefits, but whose regularly scheduled work hours are less than 40 hour per work week.

A "regular" employee is an employee who has satisfactorily completed the probationary period, and who receives leaves and benefits and who is regularly scheduled to work 40 hours per work week.

Layoff. Whenever the City Manager determines that it is necessary in the interests of economy or because the need for a position no longer exists, the Town may abolish any position(s) in any of the three Units covered by this MOU. The Town's decision to abolish a position shall not be subject to either the duty to meet and confer or the grievance procedure contained in this MOU. Upon request, the Union shall be afforded an opportunity to meet and confer with the Town to discuss any impacts of the Town's decision to layoff.

Seniority. For the limited purposes of this article, "seniority" means all hours in paid status, including holiday, vacation, or other paid leave, but does not include time spent on standby or any hours compensated at an overtime rate or on unpaid leave time. Time spent on unpaid military leave will be treated in the manner required by law. No seniority

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credit shall be earned during periods of separation from service with the Town, including suspension without pay as a result of disciplinary action or during unpaid leave of absence.

Order of Layoff

Employees shall be laid off in the following order:

1. All per diem employees.
2. All temporary employees.
3. All probationary employees.
4. All part-time regular employees.
5. All full-time regular employees.

Layoffs will be made in reverse order of seniority within each category described above. The employees with the least seniority in a classification shall be laid off first, with ensuing layoffs occurring in reverse order of seniority in the classification. Then, as between those two employees, the layoff will be based on total seniority with the Town. If total seniority with the Town is the same, then, as between those two employees, the layoff will be determined by a lottery.

Notification of Layoff. Employees subject to layoff will be given at least 30 days written notice of the layoff from the Town. The layoff notice shall contain a statement of the effective date of layoff. For full-time regular employees, the notice shall also contain a statement of "bumping rights", including the specific positions into which the employee may bump, and a statement of re-employment rights. The Town will give notice of layoff to employees by personal service or by certified mail, and to the Union by regular mail.

Bumping Rights of Full-time Regular Employees

A full-time regular employee who is designated for layoff may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower, related classification within his/her department, provided that in order to displace the employee with less seniority, the employee noticed for layoff must have held regular status in the classification into which he/she is bumping.

Employees who choose to bump into a position in a lateral or lower, related classification must accept the salary, hours and working conditions of that position.

An employee requesting to bump into a classification must make such request to the City Manager in writing within 14 days after his/her receipt of written notice or layoff. Failure to comply with this deadline waives bumping rights.

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Re-employment Rights of Full-Time Regular Employees

Only the names and addresses of full-time regular employees who are laid off have the right to be placed on a re-employment list in inverse order of seniority for a period of two years from the date of layoff. The employee with the greatest seniority on the re-employment list shall be offered reinstatement when a vacancy occurs in a classification in which the employee held regular status, or for which the employee meets the minimum qualifications.

A laid off employee may refuse an offer of re-employment to a position for which he/she is qualified, however, refusal of one offer of re-employment to the classification from which laid off shall cause removal of the employee's name from the re-employment list and loss of any re-employment rights.

Any employee who accepts an offer of re-employment will be removed from the re-employment list.

An employee who has been laid off and has been placed on a re-employment list shall be eligible, during the time the employee is on the re-employment list, to take promotional exams.

Offers of re-employment shall be made via certified mail to the address listed on the re-employment list with a copy to the Union via regular mail, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, and a place for the laid off employee's signature. Failure to deliver the signed employment offer to the Town within ten days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment. "Date of service" is defined as the date marked on the certified mail return card, or the date the notice is returned by the postal service as undeliverable.

Miscellaneous Provisions Regarding Article 4 Layoff and Reinstatement

Regular full-time employees appointed from a re-employment eligibility list shall have accrued sick leave and seniority restored. No laid off employee accrues benefits or seniority while on a lay off status. The fact that laid off employees do not accrue Town benefits or seniority while on layoff status, however, does not undermine whatever eligibility they may have for benefits under federal or state mandates.

ARTICLE 6: WAGES, STANDBY AND CALL BACK PAY

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Wages

Wages will be increased at the beginning of the pay periods immediately following the dates listed below, as follows:

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2008-2009 MOU

July 1, 2008: The Town will implement the 70th percentile pay range of comparator positions with comparator agencies for all positions covered by this MOU. Those agencies shall be as follows: ~~Menlo Park, Hillsborough, Millbrae, San Carlos, Los Gatos, Belmont, Brisbane, San Bruno, Los Altos, Woodside, and Saratoga~~. For purposes of the 70th percentile calculation, the top and bottom salaries in the ranking of comparator positions in the comparator agencies shall be eliminated. The 70th percentile shall be calculated for salary and Public Employees Retirement System (PERS) contribution. The 70th percentile shall be calculated using the salaries in effect for comparator positions as of July 1, 2009. Appendix C to this MOU states the salary ranges to be utilized.

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Wages - Progression within Steps

- A. Employees may progress from Step A to Step B six (6) months after their hire date or date of entry into the job classification, provided they have received a satisfactory performance evaluation conducted by the Town. Employees may progress from Step B to Step C twelve (12) months after the date of entry into Step B provided they have received a satisfactory performance evaluation conducted by the Town. Employees may progress from Step C to Step D on the anniversary date following their entry into Step C. Progression between Steps is not automatic, but is based upon such factors as experience, certifications, etc., and a satisfactory performance evaluation conducted by the Town.
- B. Changes between ranges and/or steps shall be made at the beginning of the pay period immediately following the above dates.

Deleted: July 1, 2006 and July 1, 2007, the Town will implement the 70th percentile pay range of comparator positions with comparator agencies for all positions covered by this MOU, as specified above, using data available as of July 1, 2006 and July 1, 2007, respectively.¶

Working in a Higher Classification

Upon specific assignments by the Department Head or his/her designated representative, an employee may be required to perform duties of a higher classification. Such assignments shall be made only to existing authorized positions which are not actively occupied due to the temporary absence of the regularly appointed employee. Such assignments shall not be made to vacant positions except in accordance with the rules pertaining to temporary appointments.

Employees specifically assigned to duties of a higher classification shall be compensated at the rate of 5% over their regular rate of pay; however, the employee shall not receive any additional compensation unless the assignment is for over 8 hours in a higher class in a work week. In the event such assignment is for such period of time specified, the employee shall be compensated at the appropriate rate retroactive to the first workday of the assignment and thereafter. Higher classification compensation of 5% over an employee's regular rate of pay for working over 8 hours in a higher class in a work week shall be effective as of the effective date of this MOU.

Standby Assignment and Pay

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An employee on standby will receive \$2.00 for each hour spent standing by for call backs after hours on work days (Monday through Friday) and \$60.00 per day for standing by for call backs on Saturday, Sunday, or Town Holidays. Call back pay will be at a minimum of 3 hours. The effective date for the implementation of these amounts shall be the effective date of this MOU. The Town retains the sole discretion to discontinue the standby program at any time thereafter if the Town determines, after meeting with the Union and considering the Union's position, that the program does not meet its needs. The parties agree that standby time is not considered to be compensable work time under the Fair Labor Standards Act.

Employees who are on standby assignment are subject to the Public Works Department Standby Rules that are attached to this MOU as Appendix B. Although the Public Works Department Standby Rules are not a part of this MOU, the Town has met and conferred with the Union and the Union has agreed that these rules will become effective with the implementation of the MOU.

Employees on standby assignment agree to do the following:

1. Request mileage reimbursement for call back responses performed in non-Town vehicles within one month after mileage costs are incurred.
2. Accept \$2.00 for each hour spent standing by for call backs after hours on work days (Monday through Friday) and \$60.00 a day for standing by waiting for call backs on Saturday, Sunday, or Town Holidays. The parties agree that standby time is not considered to be compensable work time for purposes of the Fair Labor Standards Act.

Call Back Pay. Any employee who is called back to work by the Town for emergency work after completion of his or her regularly-scheduled work day shall receive a minimum of three hours pay at the overtime rate specified in Article 6B. This call back pay is in addition to Holiday pay, if applicable.

ARTICLE 7: HOURS AND OVERTIME

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A. Hours of Work:

Work Week. The work week shall consist of 40 hours of work or time spent in any paid leave status except sick leave within a regularly recurring period of seven consecutive days. Unless the employee is on a flexible schedule to which the employee and the Town have otherwise agreed and that the City Manager has approved, the work week begins Sunday midnight and ends Saturday at 11:59 p.m. An employee who has a 9/80 or other flexible schedule will acknowledge the start of his or her workweek in writing. This written acknowledgment will be kept in the employee's personnel file.

Work Day. The regular work day for all employees who work in the Town Hall is 8:00 a.m. to 5:00 p.m. The regular work day for Public Works field employees in the classifications of Public Works Supervisor and Public Works Maintenance Worker I and II may be a 9/80 schedule that will begin at 7:30 a.m. and continue for eight or nine hours

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thereafter as provided in the 9/80 schedule. Employees not otherwise mentioned in this paragraph will retain their current reporting and quitting times, except that an employee may request or a Department Head may assign a flexible schedule, such as a 9/80 schedule, which will be subject to approval by the City Manager. The City Manager will not approve any flexible schedule that includes more than 40 hours of work or time spent in any paid leave status (except sick leave) within a work week.

Part-time Employees. Employees who work less than the work week defined above are part-time and work hours that are scheduled by the appropriate Department Head.

Lunch Periods. All employees shall be assigned to an unpaid lunch period of not less than 30 minutes nor more than 60 minutes. The lunch period shall be scheduled with the approval of the Department Head.

Use of Rest Periods. Employees may use one 15 minute rest break with pay during each four hours of service. Unused rest periods may be added to extend the lunch period to a total of 60 minutes, with prior approval from the Department Head. Unused rest periods may not be used to adjust reporting or quitting time. Rest breaks not used during each four hours of service are forfeited.

Clothes Changing Time. Employees who are required to work in uniform agree to arrive at work in uniform or to arrive at work sufficiently ahead of their scheduled work time so that they will be in uniform and ready to work by the beginning of their scheduled work time. Failure to be in uniform and ready to work at the scheduled work time constitutes tardiness and is grounds for discipline. Employees may not use work time to change into or out of uniform.

B. Overtime:

"Overtime" Defined. Overtime is hours actually worked in excess of the employee's regularly-scheduled work day. Time spent in either paid or unpaid leave does not count toward overtime. All overtime must be assigned on a required basis or requested by an employee and approved by a Department Head. Overtime shall be compensated at the rate of 1.5 times the employee's regular rate of pay, or in the form of compensatory time off at the rate of 1.5 hours for each hour worked, at the employee's option, but subject to the compensatory time off accrual caps listed below.

Compensatory Time Off

A regular or probationary employee may receive compensatory time off for a maximum of 160 hours worked (or 240 earned). Once an employee has reached the maximum accrual, he/she is no longer eligible to receive compensatory time off and shall receive cash at the overtime rate for all overtime worked. The employee may receive compensatory time off again once his or her balance drops below the maximum accrual.

The Town acknowledges that prior to the adoption of this MOU, some employees may have accumulated compensatory time off in excess of the maximum accrual listed above. Such employees must cash out all compensatory time off that exceeds the maximum accrual

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during the month of December at the employee's regular rate at the time. Upon termination, all unused compensatory time off shall be paid off at either the average regular rate the employee received during the last three years of employment, or the final regular rate, whichever is higher.

ARTICLE 8: UNIFORMS

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The Town will continue to provide special work clothing as needed, and to repair and replace such clothing as needed, with the approval of the Department Head.

The Town will reimburse employees for their own clothing that has been damaged on the job. The employee must first show the damaged clothing to the employee's supervisor so that the supervisor can determine whether any replacement is necessary and the amount to be expended on the replacement.

On presentation of appropriate receipts, the Town shall reimburse employees who are required by the Town to wear safety shoes/boots for up to \$200 Dollars per year toward the cost of no more than 1 pair of OSHA approved safety shoes/boots per year. Shoe repair is reimbursable under this provision. Shoes/boots purchased under this provision are for the exclusive use of the employee.

ARTICLE 9: HOLIDAYS

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Designated Holidays

The Town's designated holidays are:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Pay for Designated Holidays. All probationary and regular employees shall be paid a full day's pay at their regular rate for all designated holidays as defined herein.

Work on Designated Holidays. Any regular or probationary employee required to complete emergency work on a designated holiday shall be compensated at double and one-half time his or her regular rate.

Floating Day Off. All probationary and regular employees receive one floating day off with pay at the beginning of each calendar year. Employees who join the Town mid-year

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will receive a pro-rated portion of the one floating day off. Employees can use the floating day off in accordance with normal vacation time off request procedures.

ARTICLE 9: VACATIONS

Each regular employee in paid status earns and accrues vacation time during the 12 months following the anniversary date of his or her employment at the rate stated below. An employee earns and accrues this total annual vacation benefit on a biweekly basis.

For regular full-time employees:

Less than three years of service - 10 working days per year;

Three years of service to eight years of service - 15 working days per year; and

Eight years of service and above - 20 working days per year.

For regular part-time employees:

A proportional equivalent based on the assigned number of hours worked per week as compared to those worked by a full-time regular employee.

Vacation Earning and Accrual Cap. An employee stops earning and accruing vacation once his/her balance reaches 800 hours. Employees may cash out vacation during the month of November only, at their current rate of pay. Upon separation, all earned and unused vacation pay shall be paid off at the final rate of pay.

Effect of Probationary Period. Probationary employees accrue vacation time, but cannot use it until they successfully complete probation or any extension of probation, except with the approval of the City Manager in exceptional circumstances.

Scheduling. The Department Head shall determine the vacation schedule considering the needs of the department, the employee's assigned duties, and the employee's desires. Vacation time requested shall not be unreasonably denied. No more than 15 consecutive work days of vacation may be taken at one time, except with City Manager approval.

ARTICLE 11: LEAVE PROVISIONS

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A. Sick Leave

Accrual Rates

The Town shall provide each regular or probationary employee in paid status with paid sick leave at the rate of 3.69 hours per pay period.

There is no cap on the hours of sick leave accrual.

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Use of Sick Leave

An employee may only use sick leave that has accrued prior to the current pay period. Sick leave is not cashed out upon separation. Probationary employees can earn and use sick leave.

Sick leave shall be allowed and used in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other health-related reasons. Up to five days per year of sick leave may be used in cases of actual sickness or disability, medical or dental treatment of members of the employee's immediate family. The City Manager may require an employee who uses sick leave to provide an original doctor's certificate to support the sick leave claimed. An employee who claims sick leave of three consecutive days or more may be required to submit a statement from a physician that the employee is fit to return to work with or without reasonable accommodation.

Unless he or she has submitted a doctor's note stating the length of absence, each employee on sick leave must personally call in each day prior to the beginning of scheduled work hours to his or her immediate supervisor stating the following:

1. Non-detailed nature of illness.
2. Estimated length of absence.
3. Any necessary information about work which needs attention during the employee's absence.

Award for Non-Use

Provided that the following conditions are met, regular full-time employees may receive two hours of vacation leave on December 31 of any calendar year for every eight hours of sick leave earned but not used during that calendar year:

1. The employee must have completed one year of service by December 31 of the calendar year;
2. The employee must have received a satisfactory overall rating on his/her most recent performance review for work done during that calendar year; and

3. The employee only earns the Award for Non-Use to the extent that the Award does not exceed the vacation accrual cap.

Sick leave is not diminished as a result of an Award for Non-Use.

Long-Term Disability ("LTD")

Should any covered illness or injury extend beyond 60 days, the Town will insure payment to the employee at 67% of monthly earnings, to a maximum benefit of \$6,000.

During the LTD benefit period, which commences 60 days following the inception of a covered disability, a regular employee may integrate available accrued leaves and LTD benefit in a combined amount not to exceed the full salary which would have been paid had no disability been incurred. An employee does not accrue sick or vacation leave while on long-term disability leave.

B. Leave Without Pay

Upon request of a regular employee and recommendation of the Department Head, the City Manager may grant a regular employee a leave of absence without pay for good cause shown in cases of personal emergency or when such absences would not be contrary to the best interest of the Town.

Requests for leaves of absence without pay must be written and submitted to the Department Head for review. The Department Head will give his or her recommendation to grant or deny the leave to the City Manager, who may grant a leave of absence without pay for a period not to exceed one year, during which time no benefits and no seniority credit will accrue. Upon expiration of an approved leave, or within five working days after written notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted. An employee's failure to report promptly at the expiration of a leave, or within five working days after notice to report to duty, may be deemed notice of resignation and/or cause for disciplinary action.

During unpaid leaves of absence, the employee may elect to use accrued vacation time.

C. Jury Duty and Subpoenas

An employee required to report for jury duty or to answer a subpoena as a witness shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the employee remits to the Town all fees received for such duties, other than mileage or subsistence allowances, as soon as the employee receives such fees. The employee must report to work for any portion of the work day that the employee is not required to be absent due to jury duty or to answer a subpoena.

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D. Military Leave

Military leave of absence shall be granted and compensated in accordance with all applicable laws upon satisfactory proof of the need to report to active duty. Employees must give the City Manager advance notice, to the greatest extent possible, when military duty is scheduled.

E. Bereavement Leave

A regular employee shall be allowed paid leave for not more than five working days when absent because a death has occurred in the immediate family. For the purpose of bereavement leave, members of the immediate family include mother, stepmother, father, stepfather, mother-in-law, father-in-law, child, grandmother, grandfather, grandchild of the employee or spouse, brother, stepbrother, sister, stepsister, cohabitant or dependent of the employee. Bereavement Leave because of a death of someone who is not a member of the employee's immediate family is limited to one day per request. Bereavement Leave cannot be accumulated and is not part of the sick leave benefit. Bereavement Leave cannot be used on a Town holiday.

In order to receive bereavement leave, an employee must make a written request to the appropriate Department Head that identifies the relationship of the deceased to employee. The Department Head will forward his or her recommendation regarding the leave to the City Manager for a final decision.

F. Leave for Pregnancy Disability

A pregnant employee shall be entitled to an unpaid leave of absence for the duration of disability due to pregnancy to a maximum of four months. The employee may use her accumulated sick or vacation leave for all or part of the leave. The employee's request for Pregnancy Disability Leave must be supported by a physician's statement that sets forth the anticipated duration of the disability.

G. Family and Medical Act Leave

Provided that the Town's workforce consists of at least 50 full time employees, leave of absence shall be granted in accordance with the state and federal Family and Medical Leave Acts. The parties agree to meet and confer if compliance with these acts requires modifying any provision in this MOU. The parties acknowledge that the Town may unilaterally develop forms for administering Family and Medical Act Leave.

H. Rules Applicable to Leave Provisions

Leaves of absence without pay shall not be counted for purposes of determining seniority.

At the conclusion of an authorized leave of absence, an employee shall be returned to an equivalent position within his/her classification.

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No sick leave, vacation leave, medical or dental insurance benefits accrue during an unpaid leave of absence except for Family and Medical Leave Act Leave, but the employee may elect to continue medical, vision or dental insurance coverage for up to the duration of his/her leave of absence at his/her own expense. For any paid leave of absence, all benefits continue to accrue.

Only accrued sick leave and vacation leave and compensatory time off that has been earned as of the prior pay period is available for the employee's use.

In consultation with the Department Head, the City Manager and his/her designee may designate the specific beginning and ending dates of a leave to meet the needs of the employee and the Town. Failure to return to work at the designated return date will be deemed a resignation.

At the conclusion of a paid or unpaid leave of absence due to any sickness or disability of three days or more, the employee may be required to submit a physician's statement certifying that he/she is medically qualified to resume work as a condition to returning to work.

I. Short-Term Disability ("STD")

Short Term Disability Insurance can only be utilized after an employee has exhausted all of his/her available sick leave. The benefit is an amount equal to 70% of the employee's weekly earnings to a maximum of \$500.00 per week.

ARTICLE 12: BENEFIT PROGRAMS

Insurance

Effective January 1, 2008, the Town-paid medical premium cap is to increase to reflect 95% of the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. An employee whose health plan premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 95% of the Dental and Vision plan costs.

Effective January 1, 2009, the Town-paid medical premium cap is to reflect 95% of the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. An employee whose health plan premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 95% of the Dental and Vision plan costs.

An employee who elects no medical coverage through the Town will receive \$300 per month, paid quarterly.

2008-2009 MOU

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Deleted: Effective January 1, 2006, the Town-paid medical premium cap is to increase to the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. Employees selecting a health plan whose premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 100% of the Dental and Vision plan costs. Effective January 1, 2007, the Town-paid medical premium cap is to increase to the then-prevailing Blue Shield HMO rate for 3+-party, 2-party and 1-party plans. Employees selecting a health plan whose premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 100% of the Dental and Vision plan costs.

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The City Manager may contract with different health care insurers/providers, at his sole discretion, during the term of this MOU, so long as any new contract does not reduce the level of benefits.

Employee Assistance Program. The Town shall establish a program for psychological counseling to employees and their dependents, with total Town expenditures not to exceed \$3,000, for payment of professional psychological counseling fees. Employee family groups are entitled to attend up to six sessions with the Town sponsored counselors during the term of this agreement when he/she/they determine(s) that psychological counseling is needed to ensure continued good mental health.

Life Insurance. The Town will provide all regular employees life/accidental death and dismemberment insurance of \$50,000.

Educational Reimbursement.

The Town shall establish a \$1,000 annual educational reimbursement plan. An employee who successfully completes courses that have been approved by the City Manager may receive up to \$400 reimbursement for each fiscal year of the term of this MOU until the funds are depleted. At the end of the calendar year, any unused amount in the plan shall be distributed to participants in the plan during that year on an equal basis provided that such additional payments to participants shall be based on actual expenditures incurred by the participants.

Building Inspector and Notary Public License.

Employees who are assigned to perform the duties of Building Inspector and who have permission to take the examination(s) for certificates issued by the International Conference of Building Officials, the International Association of Electrical Inspectors, or the International Association of Plumbing and Mechanical Officials, will receive a 100% reimbursement of the examination fee or certificate renewal fee. Employees in any classification who have permission to take the Notary Public License examination will receive a 100% reimbursement of the examination fee or certificate renewal fee. Reimbursement will be made only upon submission of proof of either successful completion of the examination(s) or payment of the renewal fee(s).

Employees who are required by State or Federal agencies or by job description to be licensed or certificated in order to perform Town job duties shall be reimbursed for the fees for such license or certificate, including other DMV licenses above Class "C".

Use of Private Automobile — Mileage Reimbursement.

The City Manager authorizes monthly vehicle allowance as follows: \$300 for those in the classification of Building Inspector/Plan Checker, and effective February 1, 2006, \$425 for those in the classification of Senior Building Inspector/Plan Checker. The purpose of the allowance is to compensate persons employed in this classification for having his/her private automobile available for use or for actually using his/her private automobile in the performance of the duties of his/her employment with the Town. All other employees who sporadically use their private vehicle in the performance of Town duties (excluding normal home to work commuting) will receive a mileage reimbursement for actual miles driven and

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reported at the current IRS rate. At its discretion, the Town may choose to provide an automobile in lieu of the allowance.

ARTICLE 13: RETIREMENT

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Beginning on July 1, 1999, the Town will provide the PERS 2% at 55 retirement program and pay the full 7% PERS employee contribution. The Town will provide for unused sick leave to be credited toward PERS service time at retirement.

This MOU may be reopened upon written request of either party to discuss a modified retirement program. During the reopener, the parties may discuss but not be limited to, opening the following Articles of the MOU: Article 5, Article 11, Article 12 and Article 21. Exercising of the reopener does not guarantee that agreement will be reached on a modified retirement formula.

ARTICLE 14: EMPLOYEE RECOGNITION PROGRAM

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The Town will form a joint management and labor committee to establish a recognition program.

ARTICLE 15: GRIEVANCE PROCEDURE

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A. Definition

Except as stated otherwise in this MOU, a grievance is any dispute between the Town and an employee regarding the interpretation or application of this MOU. A grievance may be filed by an employee on his/her own behalf, or by the Union.

B. Grievance Steps

Step 1. An employee must present the grievance in writing to the Department Head within 15 days following the event upon which the grievance is based.

The written grievance shall contain a complete statement of the alleged facts upon which the grievance is based, the remedy requested, and the sections of the MOU claimed to have been violated. The grievance shall be signed and dated by the employee. The Department Head may refer the grievance to the appropriate supervisor for investigation, if necessary. The Department Head, or appropriate supervisor to whom the grievance has been referred, will arrange a meeting in an attempt to resolve the grievance. The Department Head, or his/her designated representative, will give a written decision to the employee within 15 days following the receipt of the grievance.

Step 2. If the employee desires to appeal the grievance to Step 2, the employee must present a written appeal to the City Manager within 15 days following receipt of the written decision of Step 1.

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Within 15 days after the receipt of the appeal to Step 2, the City Manager shall hold a meeting with the employee, the Union representative, and the appropriate supervisor to discuss the matter. A written decision shall be given to the employee within 30 days following the meeting.

Step 3. If the grievance has been properly processed through the previous steps of the procedure and is not resolved, the employee may present the grievance to an Advisory Arbitrator for a proposed decision. The employee or the Union representative shall notify the City Manager of the request to present the grievance to an Advisory Arbitrator, in writing, within 15 days following the receipt of the written answer at Step 2.

The Advisory Arbitrator shall be selected from a list of five available arbitrators provided by the State Mediation and Conciliation Service. The parties shall alternate striking names from the list until only one arbitrator remains.

The Advisory Arbitrator shall hold a hearing on the issue or issues submitted, or as determined by the Advisory Arbitrator, if the parties have not mutually agreed upon the issue or issues. Every effort will be made to schedule the hearing within 45 days after the selection date of the Advisory Arbitrator. Each party will prepare a statement of the issue or issues, as well as a position statement thereon, and submit such to the Advisory Arbitrator and other party at least five days prior to the hearing.

The hearing shall be informal. Hearsay evidence is admissible, but hearsay alone will not support an allegation. Witnesses shall be sworn, testimony given under oath, and documentary evidence will be received as appropriate. A complete stenographic record of the proceedings will be made.

The Advisory Arbitrator should render his/her proposed decision in writing within 60 days after the conclusion of the hearing. The Advisory Arbitrator's proposed decision shall be sent to the City Manager and the employee. The Advisory Arbitrator has jurisdiction only to render a proposed decision. The Advisory Arbitrator's proposed decision is not final and binding.

Each party shall bear its own respective attorneys' fees and costs. The fees of the Advisory Arbitrator, as well as the cost of the stenographic record of the hearing, shall be equally divided between and paid by the Town and Union.

Step 4. The City Manager has 15 days after receiving the Advisory Arbitrator's proposed decision to either adopt the proposed decision as the Town's final decision, or to refer the matter to the City Council. In the latter case, the City Manager shall present the Advisory Arbitrator's proposed decision to the City Council for its consideration and final decision at its next regular session. The City Council shall render, in closed session, if appropriate, a final decision by adopting, rejecting or modifying the proposed decision of the Advisory Arbitrator.

C. General Provisions

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Grievances may only be processed during normally scheduled non-overtime working hours. The Union agrees that the time spent by its designated Union representative shall be kept to a reasonable minimum and that no Union representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours.

All time limits herein refer to calendar days. Any of the time limits specified in Steps 1-4 may be extended by written mutual agreement of the parties.

Copies of the resolution of all grievances, including the grievance, shall be sent to the Union.

ARTICLE 16: DISCIPLINARY ACTION

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Although verbal or written reprimands shall not be subject to appeal through the Article 14 Grievance Procedure, regular employees may appeal other disciplinary actions beginning at Step 3 of the Grievance Procedure. Probationary employees have no right to either pre-disciplinary procedures or post-disciplinary appeal procedures.

ARTICLE 17: FULL UNDERSTANDING, MODIFICATION AND WAIVER

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This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing MOU's, understandings, or agreements that conflict with the matters set forth herein, whether formal or informal are hereby superceded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect.

During the term of this MOU, the parties shall meet and confer at the request of either party pertaining to matters that are not covered herein and within the scope of representation.

Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter addressed in this MOU. It is the intent of the parties that this MOU be administered and observed in good faith.

ARTICLE 18: NON DISCRIMINATION

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The parties agree that they, and each of them, shall not discriminate against any employee because of race, religion, national origin, political affiliation, age, disability, sex, sexual orientation, union membership or lack of union membership.

ARTICLE 19: SEPARABILITY

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Notwithstanding any other provision in this MOU, in the event any article, or subsection thereof, of this MOU shall be declared invalid by any court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the Town,

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2008-2009 MOU

the parties agree to meet and confer on the article or subsections thereof affected. In such an event, all other provisions of this MOU not affected shall continue in full force and effect.

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ARTICLE 20: FITNESS FOR DUTY

The parties agree that the provisions of this MOU are to be interpreted and applied by both parties in a manner that is consistent with the state and federal laws that prohibit discrimination against those with disabilities. The Town shall have the right to request an employee to undergo a physical or mental fitness for duty examination when the City Manager concludes that an employee's health has had, or in reasonable probability will have an impact upon the employee's job performance or the health or safety of other employees. The examination will be designed to determine the employee's ability to safely perform the essential functions of the job.

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Classification Study]]
In 2007, the Town will study the following classifications, looking at job duties and salary: Arborist; Office Specialist, and P.W. Supervisor. Following completion of the study the parties will meet and confer over the results.

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ARTICLE 21: TERM

The term of this MOU shall be July 1, 2008 through June 30, 2009.

Dated: _____

Dated: _____

TOWN OF ATHERTON

TEAMSTERS LOCAL 856

Mayor

Union Representative

Approved as to Form:

City Attorney

Adopted by the City Council on January 18, 2006

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APPENDIX A

Units shall be comprised of individuals employed in the following classifications.

THE UNITS

PUBLIC WORKS-PARKS EMPLOYEES UNIT

Public Works Maintenance Worker I / Parks/Facilities Maintenance Worker I
Public Works Maintenance Worker II / Parks/Facilities Maintenance Worker II

Town Arborist/Public Works Specialist

Assistant Engineer .

MISCELLANEOUS EMPLOYEES UNIT

Office Specialist

Building Inspector/Plan Checker

Public Services Assistant

SUPERVISOR/CONFIDENTIAL UNIT

SUPERVISOR

Park Supervisor**
Public Works Supervisor
Senior Building Inspector/Plan Checker***

CONFIDENTIAL

Finance Assistant

*Titles listed separately for clarification. Formerly listed as Public Works Maintenance Worker.

**Title listed separately for clarification. Formerly listed as Public Works Supervisor.

***Approved by City Council on February 19, 2003.

APPENDIX B

PUBLIC WORKS DEPARTMENT STANDBY ASSIGNMENT RULES

All employees who have been employed in the Public Works Department for at least one year are required to participate in the standby program that is referenced in the Memorandum of Understanding between Local Union No. 856 and the Town of Atherton. Other employees who meet the qualifications as may be established by the Public Works Director may also participate. An employee on standby agrees to:

1. Review and approve his or her assignment on the yearly standby assignment schedule that is posted in the Public Works Department. Standby assignments are for one-week periods and include all hours when the Town is not open for business (except during lunch hours on workdays).
2. Keep the Town's cellular phone, beeper, storm drainage maps, and telephone numbers of the Atherton Police Department Watch Commander with him or her at all times during standby assignment. Protect the cellular phone from loss or damage. Return the cellular phone to the Public Works Director at the end of the standby assignment.
3. Respond to all call backs that occur during scheduled standby time unless he/she has previously notified the Public Works Director of the name of another employee who meets the qualifications and who has agreed to respond. The employee who seeks a substitute is responsible for ensuring that the substitute employee has the standby equipment listed in Item 2 above.
4. Respond to a page or cellular phone call promptly and without delay after being paged or called. Respond to the call back location within 30 minutes after answering a page or call back to service.
5. Do not consume alcohol or drugs during standby assignment that may impair his/her ability to perform call back duties.
6. Acquire as much information as possible regarding a call back before responding. Use good judgment in determining the need to call out to employees to assist with a call back. Log all information regarding each call back on appropriate forms.
7. Make safety the highest priority and inform the Public Works Director of any major incident that results in the loss of life, injury or property loss.

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The Fair Labor Standards Act (29 U.S.C. Section 201 and following) requires that a covered employee receive overtime compensation at the rate of one and one-half times the employee's regular rate of pay for each hour worked over forty (40) in the employee's designated workweek. The Fair Labor Standards Act regulations require employers to keep a record of the particular workweek designated for each employee. (29 C.F.R. Section 516.2(a)(5).) The Fair Labor Standards Act workweek designated for _____ [employee name] shall be the seven consecutive day period that begins on _____ [day of the week and time] and ends on _____ [day of the week and time].

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APPENDIX C

Fiscal Year 2008-2009

Salary Ranges (70th Percentile)

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Position	Step A	Step B	Step C	Step D
Assistant Engineer*				
Building Inspector/Plan Checker				
Finance Assistant				
Office Specialist				
Park Supervisor**				
Public Services Assistant				
Public Works Maintenance Worker I/ Parks/Facilities Maintenance Worker I				
Public Works Maintenance Worker II/ Parks/Facilities Maintenance Worker II				
Public Works Supervisor				
Senior Building Inspector/Plan Checker***				
Town Arborist/Public Works Specialist				

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*Limited term position approved by Council on January 16, 2002.

**Salary range same as Public Works Supervisor. Position previously was not delineated separately and was listed as same title as Public Works Supervisor.

***Approved by City Council on February 19, 2003.

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APPENDIX C

Fiscal Year 2008-2009

Salary Ranges (70th Percentile)

Position	Step A	Step B	Step C	Step D
Assistant Engineer*	6204.48	6514.70	6840.44	7182.46
Building Inspector/Plan Checker	5869.78	6163.27	6471.43	6765.00
Finance Assistant	4731.14	4967.69	5216.08	5476.88
Office Specialist	4402.85	4623.00	4854.15	5096.85
Park Supervisor**	6266.77	6580.10	6909.11	7254.56
Office Assistant (was Public Services Assistant)	3747.73	3935.11	4131.87	4338.46
Permit Technician	4887.00	5131.35	5387.35	5657.31
Public Works Maintenance Worker I/ Parks/Facilities Maintenance Worker I	3917.09	4112.94	4318.59	4534.52
Public Works Maintenance Worker II/ Parks/Facilities Maintenance Worker II	4308.80	4524.24	4750.45	4987.97
Public Works Supervisor	6266.77	6580.10	6909.11	7254.56
Senior Building Inspector/Plan Checker***	6163.27	6471.43	6795.00	7134.75
Town Arborist/Public Works Specialist	5869.78	6163.27	6471.43	6795.00

*Limited term position approved by Council on January 16, 2002.

**Salary range same as Public Works Supervisor. Position previously was not delineated separately and was listed as same title as Public Works Supervisor.