



AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT

June 18, 2008

5:00 P.M.

Meeting Room

Town Administrative Offices

91 Ashfield Road

Atherton, California

Special Meeting

5:00 P.M. ROLL CALL J. Carlson, Marsala, Janz, McKeithen

5:02 P.M. PUBLIC COMMENTS

5:05 P.M. CLOSED SESSION

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

**Agency Negotiator: Glenn Berkheimer, I.E.D.A.; Jerry Gruber, City
Manager
Current and Upcoming Labor Negotiations**

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)



DRAFT MINUTES
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT
May 21, 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 5:03 p.m.

ROLL CALL

PRESENT: Jerry Carlson
Charles E. Marsala
James R. Janz (Arrived at 5:12 p.m.)
Kathy McKeithen

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Subsection (a) of Government Code Section 54956.9**
- Lamb vs. Town of Atherton, et al.**
Superior Court of California, San Mateo County, CIV 461630
- B. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation, Initiation of Litigation pursuant to Subsection (c) of Government Code Section 54956.9**
- Three (3) potential cases
- C. LIABILITY CLAIMS – pursuant to Government Code Section 54956.95**
- Claimant: Joseph and Mele Genaro**
Agency Claimed Against: Town of Atherton

RECONVENE TO OPEN SESSION

Report of action taken.

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

Regarding Items A, Existing Litigation pursuant to Subsection (a) of Government Code Section 54956.9, Lamb vs. Town of Atherton, et al. no reportable action was taken.

Regarding Item B, Anticipated Litigation, Initiation of Litigation pursuant to Subsection (c) of Government Code Section 54956.9, three (3) potential cases, no reportable action was taken.

With regard to Item C, Liability Claims, Claimant: Joseph and Mele Genaro Agency Claimed Against: Town of Atherton, by unanimous vote of the Council, the claim was denied.

ADJOURN

The meeting was adjourned by Mayor Janz at 6:50 p.m.

Respectfully submitted,

**James R. Janz
MAYOR**

**Minutes Prepared by:
Kathi Hamilton**



DRAFT MINUTES
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
MAY 21, 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 Jerry Carlson
Charles E. Marsala
James R. Janz
Kathy McKeithen

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

3. **PRESENTATIONS**

- A. **Proclamation Declaring May 18-24, 2008, National Public Works Week**

Mayor Janz read and presented the Proclamation declaring National Public Works Week May 18-24, 2008, to Public Works Director Duncan Jones.

Public Works Director Duncan Jones accepted the proclamation and noted that Steve Tyler, Superintendent of Streets, and Troy Henderson, Public Works Supervisor, were also present.

- B. **Recognition of Outgoing Committee/Commission Members**

Mayor Janz noted that outgoing Audit Committee Member Robert Oster, Park and Recreation Commissioner Rodney Washburn, Mosquito Abatement and Vector Control Board Member Doris Kellett, and Transportation Subcommittee Member Robert Huber were awarded Certificates of Appreciation for their service to the Town.

C. GreenSTART Environmental Awards

Valerie Gardner, Chair of the GreenSTART Program, along with Mayor Janz, Council Member Marsala, and Town Arborist Kathy Hughes Anderson presented award certificates from Mayor Janz, certificates from the California Legislature, and monetary awards for GreenSTART projects from Laurel School, Encinal School, Hausner School, Menlo-Atherton High School, and Phillips Brooks School.

4. PUBLIC COMMENTS

David Brett, Atherton, spoke regarding traffic on Barry Lane and asked Council to review the speed limit to possibly lower it.

Elizabeth Lewis, Atherton, commended the Town for implementing the volunteer e-mail notification system on the Town's website. She spoke regarding the upcoming June 3 election and the issue of lawn signs.

James Dobbie, Atherton, noted the candidates had met with the Town's Code Enforcement Officer and came to an agreement regarding lawn signs.

Randy Lamb, Atherton, commended the ACIL for the great debate opportunity with the candidates. He reiterated his concerns regarding the Watkins and El Camino intersection and suggested implementing some type of traffic calming before a serious accident occurred. He asked for a follow-up report regarding former Finance Director John Johns with regard to Council Members. Lastly, he found it ironic that some people had a problem with the exuberance of those putting up campaign signs that could ultimately cost the Town money. He encouraged the Town to support freedom of speech.

5. REPORT OUT OF CLOSED SESSION

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

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

**Lamb vs. Town of Atherton, et al.
Superior Court of California, San Mateo County, CIV 461630**

There was no reportable action taken.

B. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation, Initiation of Litigation pursuant to Subsection (c) of Government Code Section 54956.9

**Three (3) potential cases
There was no reportable action taken.**

C. LIABILITY CLAIMS – pursuant to Government Code Section 54956.95

Claimant: Joseph and Mele Genaro

Agency Claimed Against: Town of Atherton

The claim was considered and by unanimous vote of the Council, the claim was denied.

City Attorney Hynes indicated the need for Council to add an item to the evening's Regular Agenda that came up within the past 24 hours. Due to the impending visit of Senator John McCain the next day, there was a need for temporary closure of a street. The California Vehicle Code, Section 21101(e), gave authority to the City Manager or his designee to temporarily close streets when it was advantageous to do so in order to maintain public safety. The code required that the designation be made by ordinance or resolution. A 2/3 vote of Council was needed to add and item and adoption of a resolution to the agenda.

MOTION – to add an item to the Regular Agenda regarding the adoption of a resolution allowing for temporary street closures

M/S McKeithen/Carlson

Ayes: 4 Noes: 0 Absent: 0 Abstain: 0

6. CITY MANAGER'S REPORT

City Manager Jerry Gruber queried Council on the need to schedule a Special meeting regarding the budget on June 11, 2008. Regarding Item No. 17 on the Regular Agenda, he noted Dr. Goodman would not be available until 9:00 p.m. and asked that the item be taken up later in the evening. City Manager Gruber reported on numerous meetings and events he attended during the month. The recruitments for Police Chief, Finance Director, and Assistant City Manager were progressing. He explained the new e-mail notification system. About 30 to 40 people had signed up currently.

Police Chief Bob Brennan spoke regarding a residential burglary that occurred the previous day. Two suspects had been arrested within an hour.

Council Member Marsala suggested putting a “bump” sign up on Barry Lane to make people aware of the bridge.

7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT

Atherton Tree Committee

Rachel Croft, Chair of the Tree Committee, gave a brief report regarding the committee's activities: Celebrated Arbor Day at Selby Lane School and planted two oak trees and replaced another tree; and held a second charette regarding Trees for El Camino. The committee received a 2008 California Releaf Grant to continue its newsletter.

CONSENT CALENDAR (Items 8-16)

Regarding Item No. 12, Council Member McKeithen queried whether the policy included Council Members. City Attorney Marc Hynes said it did not. Council Member McKeithen also noted a new Attorney General's opinion of May 19, 2008, regarding police officers and public vs. private interests. City Attorney Hynes would provide a report to Council. Mayor Janz noted that a communication between a constituent and an individual Council Member could be treated as confidential if it was marked as "confidential." He suggested that the advice be noted on the website and in the *Athertonian*.

Regarding Item No. 9, Council Member Marsala asked whether credit card statements could be added to the report. Regarding Item No. 10, he asked for a breakdown of funds regarding training, subscriptions, etc., by individual. He suggested setting up a Facilities Fund to receive donations.

Regarding Item No. 15, Mayor Janz submitted minor edits to the letter to State Senator Joe Simitian.

MOTION – to approve the Consent Calendar as presented.

M/S Carlson/McKeithen

Ayes: 4 Noes: 0 Absent: 0 Abstain: 0

- 8. APPROVED MINUTES OF THE SPECIAL CITY COUNCIL CLOSED SESSION MEETING OF APRIL 10, 2008; THE SPECIAL CITY COUNCIL CLOSED SESSION AND REGULAR CITY COUNCIL MEETINGS OF APRIL 16, 2008**
- 9. APPROVED BILLS AND CLAIMS FOR APRIL IN THE AMOUNT OF \$ 980,868**
- 10. ACCEPTED MONTHLY FINANCIAL REPORT FOR APRIL 2008**
- 11. ACCEPTED QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31, 2008**
- 12. APPROVAL OF AN AMENDMENT TO THE TOWN'S E-MAIL POLICY**
(Continued from the City Council meeting of April 16, 2008.)

Approved by motion, an amendment to the Town's E-E-Mail, Internet, and On-Line Service Use Policy pertaining to the retention and deletion of e-mail.

- 13. ADOPTION OF A RESOLUTION MODIFYING SOCIAL EVENT FEES AT HOLBROOK-PALMER PARK**

Adopted Resolution No. 08-15, "A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON MODIFYING FEES FOR SOCIAL EVENTS AT HOLBROOK-PALMER PARK"

14. APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$109,269.64 FOR THE VALPARAISO AVENUE OVERLAY PROJECT NUMBER 06-001

Approved contract change orders in the amount of \$109,269.64 for the Valparaiso Avenue Overlay Project, Project No. 06-001.

15. APPROVAL OF LETTER TO STATE SENATOR JOE SIMITIAN SUPPORTING C/CAG-SPONSORED SENATE BILL (SB) 348

Authorized the Mayor to sign the letter to State Senator Joe Simitian supporting C/CAG-Sponsored Senate Bill (SB) 348

16. REPORT FROM THE CITY MANAGER REGARDING HIS FIRST 100 DAYS

Accepted report.

16A. ACCEPT AND APPROVE THE RECOMMENDATION OF THE CITY COUNCIL SCREENING COMMITTEE FOR AN APPOINTMENT TO THE TRANSPORTATION/TRAFFIC SUBCOMITTEE

Accepted the recommendation of the City Council Screening Committee to appoint A. Erwin Ericksen to the Transportation/Traffic Subcommittee

PUBLIC HEARINGS

NONE

REGULAR AGENDA (Items 17-20)

17. ANNUAL FINANCIAL REPORT FOR FISCAL YEAR 2006/2007

Interim Finance Official Bill Yeomans introduced Brian Kelly, Auditor, Caporicci and Larsen.

Brian Kelly explained the Town's and auditors' responsibilities as they related to the audit. After review and analysis of all aspects of the Town's finances, the auditors issued an unqualified opinion for the 2006/07 Financial Report. The Financial Statements were fairly presented in all material aspects, significant accounting policies had been consistently applied, estimates were reasonable, and disclosures were properly reflected in the Financial Statements. Other key points: 1) there were no disagreements with management; and 2) there were no material weaknesses in internal controls; although, there were some control deficiencies which resulted in a letter to management. He distributed a draft Management Letter. The overview of the 2006/07 Financial Statements, Governmental Activity, resulted in a reduction of fund balances by \$1.7 million mainly due to increased capital project expenditures. The Property Tax Revenue and Special Assessment Revenue was approximately 51% of the governmental revenues. The Undesignated Fund balance in the General Fund

represented 51% of the General Fund expenditures, a significantly high Undesignated Fund balance, which was a good position to be in. The draft Letter to Management was prepared and presented to the Audit Committee which provided responses. Management was preparing responses to the recommendations as well.

Interim Finance Official Yeomans outlined management's responses to the Management Letter. Brian Kelly would incorporate the responses into the Management Letter for Council approval.

A discussion ensued regarding having contingency plans and policies in place in the event the City Manager and/or Finance Director were unavailable for an extended period of time. City Manager Jerry Gruber said internal controls were put in place to keep the Town functioning, e.g. having the City Clerk as a signatory. Additionally, there were more resources available through RGS and I.E.D.A.

Dr. Sam Goodman, Chair of the Audit Committee, said the committee met on May 6 and had an opportunity to look through all of the Financial Statements prior to the evening's meeting. The committee also had an opportunity to see an early draft of the auditors' Management Letter. The most important element for the Audit Committee was that there was nothing of materiality. There was a discussion regarding pension expenses and whether costs would increase due to poorer performance of investments. The City Manager and Interim Finance Official agreed to provide the Audit Committee with CalPERS' actuarial report. Property tax revenue could be reduced if homeowners requested lower assessments. The Audit Committee recommended that Council accept the auditors' statements and opinions.

John Ruggeiro, Atherton, questioned a statement that certain public figures made comments to the press pertaining to suspected fraudulent activities which resulted in further delay in the release of the Financial Statements. He asked who the public figures were.

Brian Kelly said the reference was to news articles that had come to the auditors' attention. The auditors needed to perform due diligence with regard to the information and found the information in the press had no material impact on the Financial Statements.

Vice Mayor Carlson queried what the additional cost was for the outside auditors due to the delays.

Interim Finance Official Yeomans said the cost was under \$10,000.

Council Member Marsala asked whether the auditors found any truth to an allegation in the newspapers that \$144,000 was unaccounted for in the Building Department.

Brian Kelly said an examination of the Building Department two years prior indicated some discrepancies and recommended the Town management perform an investigation. The amount was less than \$144,000 and was due to incorrect invoicing.

Council Member McKeithen noted for the record that she and Vice Mayor Carlson were not the public figures making comments to the press that resulted in the extra expenditure and delay, which was \$15,000.

Mayor Janz said the unusual situation that existed in the Town last summer (the retirement of the City Manager and the absence of a Finance Director) should be noted in management's response to the Management Letter that the situation was a rare occurrence and unlikely to happen again.

Brian Kelly outlined new Governmental Accounting Standards Board (GASB) requirements.

No action taken. The Management Letter would be returned to Council for approval on the June agenda.

Mayor Janz called for a recess at 9:25 p.m. The meeting was reconvened at 9:37 p.m. Mayor Janz moved Item No. 19 forward to be heard before Item No. 18.

19. ADOPTION OF A MASTER RESOLUTION GOVERNING COMMITTEES/COMMISSIONS

City Attorney Marc Hynes noted the most recent revisions to the Master Resolution Governing Committees/Commissions were before Council that evening, dated April 23, 2008. The Audit Committee reviewed the resolution regarding its powers and duties and suggested some changes which were included in the staff report. The changes could be added if Council so desired.

Vice Mayor Carlson suggested combining Section 5, Powers and Duties, with Section 4, Composition and Terms, placing the powers and duties under each committee.

William Grindley, Atherton, agreed with Vice Mayor Carlson's suggestion. He noted some items that needed clarification: 1) Regarding the Crime Prevention Task Force and the Heritage Committee, he noted they there was no indication where they were included; 2) Regarding the Rail Committee, the Traffic/Transportation Subcommittee, and the Screening Committee, he queried what chartered the committees; 3) Regarding the Town Center committee, he queried whether it was the Facilities Committee; and 4) Regarding Council Members' terms on the Screening Committee, the question marks needed clarification.

Lou Paponis, Atherton, asked for clarification regarding why the Council was referred to as "City" Council and not "Town" Council.

City Attorney Marc Hynes explained that the Town was a General Law City and as such, its Council Members were City Council Members, the attorney was the City Attorney, and the manager was the City Manager.

Jean Schaaf, Atherton, Arts Committee, was confused with the current the relationship between the Arts Committee and the Park and Recreation Commission. In the past,

the Arts Committee gave periodic reports to the Park and Recreation Commission. She would like the issue clarified.

Valerie Gardner, Atherton, Environmental Programs Committee (EPC), believed there were differences between the committees and how they worked. She found the document to be mission driven with some committees not just acting in an advisory capacity. The EPC only had one role, i.e. to act in an advisory capacity. She queried whether the EPC would have an opportunity for more input.

Council discussion ensued regarding keeping committees consistent with parity among them. There was debate as to how much empowerment should be given to committees without having Council approval for every event/program. The EPC was invited to submit suggestions/changes for the resolution.

Direction to the City Manager to schedule a Study Session prior to the Special City Council meeting regarding the budget on June 11, 2008.

18. DISCUSSION AND POSSIBLE APPOINTMENT OF A BLUE RIBBON TASK FORCE TO SOLICIT INPUT AND EVALUATE THE FEASIBILITY OF A NEW TOWN CENTER; DISCUSSION AND POSSIBLE CREATION OF A COMMITTEE TO EVALUATE THE FEASIBILITY OF FUNDRAISING OPTIONS FOR A NEW TOWN CENTER

City Manager Jerry Gruber presented a staff report. The Facilities Committee met on March 28, 2008, to discuss a process to develop a new Town Center. Council directed the Facilities Committee to prepare recommendations for the Blue Ribbon Task Force as to its composition and fundraising options. The staff report contained an outline of what had been accomplished over the years regarding a new Town facilities beginning in 1995 with a space needs analysis.

Council Member McKeithen suggested adding to the analysis whether the funding should be private or public funding. Under No. 7, Public Support, she wanted to add the methodology to determine public support with a question mark after the word "Referendum." She believed there was a need to determine how the majority of the Town felt about the design and funding or whether they wanted a new Town Center at all. She queried the inclusion of the ACIL as an interested party in the Task Force.

Mayor Janz believed the ACIL was the only Town-wide organization.

A discussion ensued regarding whether the Design Committee and Fundraising Committee should report to the Task Force or to the Facilities Committee. Council Member Marsala said the intent was for the committees to report to the Facilities Committee. Council Member McKeithen felt strongly with regard to the Fundraising Committee that either the Finance Committee or Finance Director be involved. City Manager Gruber suggested the Finance Director could attend the Facilities Committee meetings to provide a nexus.

Council Member Marsala responded to Mayor Janz' question that the Facilities Committee would select the members of the Fundraising and Design Committees.

A discussion ensued regarding the Brown Act and whether the Fundraising and Design Committees would be subject to it. In the interest of keeping everyone informed, agendas would be posted even though as ad hoc committees, they would not be subject to the Brown Act. The Blue Ribbon Task Force, however, would be subject to the Brown Act.

Vice Mayor Carlson thought the idea of a new facility needed to be made a goal and objective of the Council. At the Council's Workshop, Mr. Neu noted the Council agreed to try to establish the political, economic, and operational feasibility of creating a Town Center. He believed the Town's residents needed to be brought into the starting position since many might not be aware new facilities were being considered. He thought two questions needed to be asked: 1) Were residents living in Atherton today sufficiently aware of the need for new Town facilities; and 2) if the answer was "yes," what size of project would be appropriate, etc.

Mayor Janz thought the first task of the Task Force would be to address Vice Mayor Carlson's questions. People would have differing opinions and answers depending upon what it would look like and how it would be financed.

Mayor Janz was willing to take the next step of assembling the Blue Ribbon Task Force to enable it to address the concerns. The Task Force would report to the Facilities Committee and the City Council. He suggested adding economic feasibility and operational feasibility to the 9 items, making 11 items.

MOTION – to approve creation of the Blue Ribbon Task Force charged with the duties as set forth in the staff report and edited to include economic feasibility and operational feasibility

M/S Janz/McKeithen

Ayes: 4 Noes: 0 Absent: 0 Abstain: 0

20. ADOPTION OF A RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF STREETS (Added to the agenda because an urgent need arose within the past 24 hours as noted above.)

Police Chief Bob Brennan said residents had been notified of the street closure and the street would be open to residents. Due to a recent ruling, protestors could not be retained in designated areas; however, when the street was closed, protestors could be retained outside the boundary of the closure.

William Grindley, Atherton, thought the word temporary should be further defined to mean temporary for the duration of the event.

City Attorney Marc Hynes said the word temporary was used in State law that allowed for the temporary closure for the purpose of the event, i.e. the event described the closure.

Valerie Gardner, Atherton, suggested a method of notification other than by mailer was needed. In the case of Marsh Road being closed, residents would like advance notice.

Public Works Director Duncan Jones said Marsh Road was being closed due to public works issues and signage would be posted.

City Attorney Hynes said there were existing codes in the Municipal Code relating to public works street closures.

MOTION – to adopt Resolution No. 08-16, “A RESOLUTION OF THE TOWN OF ATHERTON PERTAINING TO TEMPORARY CLOSING OF STREETS”

M/S McKeithen/Carlson

Ayes: 4 Noes: 0 Absent: 0 Abstain: 0

21. COUNCIL REPORTS

- Council Member McKeithen said the Finance Committee met on May 7 where several issues related to the budget were discussed, i.e., format, policy goals, upcoming budget process, facilities construction fund, parcel tax monies, School Resource Officer, etc., debt vs. lease of temporary buildings, and directed hiring a specialist with regard to PERS.
- Mayor Janz said one goal from the Council’s Workshop was to explore the idea of the feasibility of annexing any unincorporated areas into the Town, e.g., economically via sale tax revenue and possibly facilitate the Town’s ability to provide additional housing to enable the Housing Element approved by the state. He contacted Supervisor Rose Jacob Gibson and the Mayor of Redwood City who were favorable to the idea.
- Council Member Marsala said the Earth Day Eve Open House was attended by over 200 people. He participated in a League of Cities Bocce Ball Tournament on April 24. On May 4, was GreenSTART Day and Sacred Heart School had its own fair. He attended the Town’s staff appreciation dinner, which was well done.
- Vice Mayor Carlson noted Arbor Day at Selby Lane School was very well attended. He attended the ABAG Spring General Assembly where housing and being close to transit were discussed in an effort to reduce miles per trip. He had breakfast with Supervisor Rich Gordon and discussed the possibility of annexation. Supervisor Gordon was enthusiastic and supportive of looking further into it. He attended a HEART event where grants were available to provide affordable housing to city/county employees.
- Council Member McKeithen attended the Office of Emergency Services meeting where the annual budget was discussed. A slight increase of 5% was included for Atherton, based upon real property assessment.

- **Council Member Marsala noted the upcoming June 3 election and his work on Measure O, which would regenerate \$200,000 per year for Holbrook-Palmer Park.**

22. PUBLIC COMMENTS

There were no public comments.

23. ADJOURNMENT

Mayor Janz adjourned the meeting was at 11:11p.m.

Respectfully submitted,

**Kathi Hamilton
Acting City Clerk**

TOWN OF ATHERTON
CLAIMS LIST
 May 2008

Payroll Checks	11403 – 11533	\$ 7,240
Electronic Transfers		334,893
A/P Checks	26195 – 26405	500,230
		 TOTAL \$ 842,363

I, Jerome Gruber, City Manager of the Town of Atherton, do hereby certify under penalty of perjury that the demands listed above, check numbers 11403 - 11533 (payroll) and 26195 - 26405 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$842,363; are true and correct, and that there are sufficient funds for payment.

 Jerome Gruber
 City Manager

The above claims, check numbers 11281 – 11401 (payroll) and 26195 - 26405 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$842,363; are true and correct, and are authorized for payment.

 James R. Janz
 Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$384,333
105	Tennis	
201	Special Parcel Tax	43,495
202	Transportation	-
203	Gas Tax	-
210	Road Construction Impact Fees	17,435
211	Park Grants	-
213	Library	1,063
401	General Capital Projects	14,000
403	Atherton Channel District	1,786
411	Park Well	-
610	Vehicle Replacement	9,784
611	Computer Maint. & Replacement	5,144
612	Administrative Services	24,209
715	Evans Estate	767
740	Tree Committee	-
	TOTAL	\$500,230

TOWN OF ATHERTON
Revenue Summary
for the Month Ended May 31, 2008

Fund	Revenue source	2007-08 Budget	Current Period Revenue	Year to date Revenues	% received
	Property Tax	4,286,303	421,597	4,440,834	104%
	Sales & Use Tax	147,756	11,549	216,248	146%
	Other Taxes	1,162,774	73,478	1,367,566	118%
	Licenses & Permits	2,128,188	95,002	1,621,310	76%
	Fines & Forfeitures	35,000	5,192	38,121	109%
	Revenue from Other Agencies	414,500	93,919	775,482	187%
	Charges for Services	293,808	50,844	596,541	203%
	Investment & Rental Income	489,478	6,204	432,063	88%
	Other Revenues	5,000	-392	48,120	962%
	Total General Fund Revenues	8,962,807	757,393	9,536,285	106%
	Interfund (Operating Transfers) In	250,000		250,000	
101	General Fund Total	9,212,807	757,393	9,786,285	106%
	Special Revenue Funds				
105	Tennis	8,000	900	5,748	72%
201	Special Parcel Tax	1,858,000	0	1,689,729	91%
202	Transportation	265,000	22,337	256,769	97%
203	Street Improvement (Gas Tax)	150,000	0	113,141	75%
208	Police on the Street Grant		0	151	
209	State COPS Grant	100,000	0	101,997	102%
210	Road Construction Impact Fees	1,132,102	56,828	902,227	80%
211	Grants Fund	104,800	421,910	422,984	404%
213	Library	284,000	0	86,289	30%
	Total	3,901,902	501,975	3,579,035	92%
	Capital Project Funds:				
401	Capital Improvement	2,000	0	8,801	440%
402	Storm Drainage	1,000	0	1,376	138%
403	Channel Drainage District	46,000	14,432	76,536	166%
406	Facilities Construction	-	0	2,341	
411	Park Well	4,834			
	Total	53,834	14,432	89,054	248%
	Internal Service Funds:				
610	Vehicle Replacement	104,049	0	62,503	60%
611	Information Technology	109,637	0	80,258	73%
612	Administrative Services	312,599	0	159,708	51%
614	Workers Compensation Insurance				
	Total	526,285	0	302,469	61%
	Trust and Agency Funds:				
715	Evans Creative Design	14,500	0	5,448	38%
740	Tree Committee	1,400	0	2,390	171%
	Total	15,900	0	7,838	38%
	Total Revenues	13,710,728	1,273,800	13,764,681	100%

TOWN OF ATHERTON
Expenditure Summary
for the Month Ended May 31, 2008

Fund	Description	2007-08 Budget	Current Period Expenditures	Year to date Expenditures	% spent
101	General Fund				
	11 City Council	35,122	10,951	44,676	127%
	12 City Manager	650,706	52,585	533,532	82%
	16 City Attorney	482,728	26,254	529,990	110%
	18 Finance	445,758	31,704	438,787	98%
	25 Building	1,692,674	93,975	1,506,627	89%
	40 Police	4,905,087	322,319	4,306,273	88%
	50 Public Works	2,316,014	160,217	1,933,281	83%
	Contingency	48,866	0	0	0%
	Total General Fund Expenditures	10,576,955	698,005	9,293,166	88%
	Interfund (Operating Transfers) out	4,834			
101	General Fund Total	10,581,789	698,005	9,293,166	
	Special Revenue Funds				
	105 Tennis	5,521	0	2,157	39%
	201 Special Parcel Tax	1,506,535	53,795	393,908	26%
	202 Transportation	229,500	0	15,000	7%
	203 Street Improvement (Gas Tax)	145,000	0	28,765	20%
	209 Law Enforcement (State COPS)	100,000	25,728	115,426	115%
	210 Road Construction Impact Fees	1,000,000	6,048	653,270	65%
	211 Grants	306,710	0	114,026	37%
	213 Library	78,326	1,063	19,150	24%
	Total	3,371,592	86,634	1,341,702	40%
	Capital Project Funds:				
	401 Capital Improvement	167,755	0	94,279	56%
	402 Storm Drainage	21,394	0	2,963	14%
	403 Channel Drainage District	55,000	9,347	32,170	58%
	411 Park Well	4,834	0	13,639	282%
	Total	248,983	9,347	143,051	57%
	Internal Service Funds:				
	610 Vehicle Replacement	64,060	9,784	58,422	91%
	611 Information Technology	108,304	5,144	79,327	73%
	612 Administrative Services	351,532	24,209	269,557	77%
	Total	523,896	39,137	407,306	78%
	Trust and Agency Funds:				
	715 Evans Creative Design	11,500	767	4,520	39%
	740 Tree Committee	2,200	0	1,139	52%
	Total	13,700	767	5,659	41%
	Total Expenditures	14,739,960	833,890	11,190,884	76%

FUND BALANCES
05/31/08

Fund	Start Balance 7/1/2007	Revenues YTD	Transfers YTD	Expenditures YTD	End Balance 5/31/2008
101 General	9,853,933	9,536,285	250,000	9,293,166	10,347,052
105 Tennis	29,450	5,748		2,157	33,041
					-
201 Special Tax	60,712	1,689,729	(150,000)	393,908	1,206,533
202 Transportation	42,470	256,769		15,000	284,239
203 Gas Tax	130,709	113,141	(100,000)	28,765	115,085
208 Police on the Street	4,455	151			4,606
209 COPS(Law Enf.)	11,807	101,997		115,426	(1,622)
210 Road Const Impact Fee	34,408	902,227		653,270	283,365
211 Grants	39,486	422,984		114,026	348,444
					-
213 Library	2,564,923	86,289		19,150	2,632,062
401 GF Projects (Cap. Impr.)	270,200	8,801		94,279	184,722
402 Storm Drainage	42,381	1,376		2,963	40,794
403 Atherton Channel District	78,578	76,536		32,170	122,944
406 Facilities Construction	69,447	2,341		0	71,788
411 Park Well	-	-		13,639	(13,639)
610 Equipment Operations	304,332	62,503		58,422	308,413
611 Computer Services	80,400	80,258		79,327	81,331
612 Administrative Services	185,742	159,708		269,557	75,893
715 Evans Estate (AAC)	121,919	5,448		4,520	122,847
725 Lindenwood Gate Trust	250				250
727 Colley Trust Fund	-				-
730 Park Improvement	5,851				5,851
731 MA Little League	-				-
740 Tree Committee	41,520	2,390		1,139	42,771
TOTALS	13,973,108	13,514,681	-	11,190,884	16,296,905



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: BILL YEOMANS, INTERIM FINANCE OFFICER

DATE: FOR THE MEETING OF JUNE 19, 2008

SUBJECT: MONTHLY FINANCIAL REPORT, MAY 2008

RECOMMENDATION:

Receive the Monthly Financial Report for May 2008.

INTRODUCTION:

The attached schedules show revenues and expenditures for all funds as of May 31, 2008.

HIGHLIGHTS:

Revenues in the General Fund are at \$9,536,285, which is 106% of the original Budget Estimate after eleven months (92%). When compared to the mid-year estimate, these revenues are at 101%.

Expenditures in the General Fund at the end of May are \$9,293,166, which is 88% of the revised Budget. These are within expected levels except in the following areas:

1. The City Attorney at 110% of budget -- some major cases may be winding down.
2. City Council is at 127% of budget (\$44,676) due to a strategic planning retreat; however the separate contingency fund remains at \$48,866 unspent.
3. Finance costs are running high (98%) as a result of a litigation-related cost of \$18,490 for an investigation.

With one month to go, General Fund total revenues and the \$250,000 operating transfer exceed expenditures by \$493,119.

For all funds, revenues are at \$13,764,681 (100%) and expenditures are at \$11,190,884 (76%).

FISCAL IMPACT:

Informational only.

Prepared by:

Approved by:

William Yeomans
Interim Finance Officer

Jerome Gruber
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: BILL YEOMANS, INTERIM FINANCE OFFICER

DATE: FOR THE MEETING OF JUNE 18, 2008

**SUBJECT: ACCEPTANCE OF THE FINAL AUDIT MANAGEMENT LETTER FOR
THE YEAR ENDED JUNE 30, 2007**

RECOMMENDATION

Staff recommends the City Council receive and file the Report to Town Council and Management for the year ended June 30, 2007.

BACKGROUND

At your May 21 meeting, you received the Annual Financial Report (“Basic Financial Statements for the year ended June 30, 2007”) along with a draft of the Management Letter on Internal Control (“Report to Town Council and Management for the year ended June 30, 2007”).

ANALYSIS

The final Management Letter includes the Independent Auditor’s Observations and Recommendations as well as Management’s Responses.

Prepared by:

Approved by:

Bill Yeomans
Interim Finance Officer

Jerome Gruber
City Manager

Town of Atherton

Atherton, California

Report to Town Council and Management

For the year ended June 30, 2007



May 16, 2008

To the Honorable Mayor and Members of Town Council
of the Town of Atherton
Atherton, California

In planning and performing our audit of the financial statements of the Town of Atherton (the City) as of and for the year ended June 30, 2007, in accordance with auditing standards generally accepted in the United States of America, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, as discussed below, we identified certain deficiencies in internal control that we consider to be control deficiencies.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. Control deficiencies in internal control identified in the audit are discussed on pages 1 to 3 of this report.

A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control. Significant deficiencies in internal control identified in the audit are discussed on page 4 of this report.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

We did not identify any deficiencies in internal control that we consider to be material weaknesses as identified above.

Toll Free Ph: (877) 862-2200

Toll Free Fax: (866) 436-0927

Oakland

180 Grand Ave., Suite 1365
Oakland, California 94612

Orange County

9 Corporate Park, Suite 100
Irvine, California 92606

Sacramento

777 Campus Commons Rd., Suite 200
Sacramento, California 95825

San Diego

4858 Mercury, Suite 106
San Diego, California 92111

To the Honorable Mayor and Members of Town Council
of the Town of Atherton
Atherton, California
Page 2

The Town's written response to the control deficiencies identified in our audit has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

This communication is intended solely for the information and use of the Town Council, management, and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties

Caporicci & Larson

Caporicci & Larson
Oakland, California

**Town of Atherton
Report to Management
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Finance Department 4

Town of Atherton
Report to Management
For the year ended June 30, 2007

CONTROL DEFICIENCIES

1. Payroll - Flexible Spending Payroll Deduction Liability

Observation

The Town makes a deduction from employee payroll checks for a flexible spending account. These amounts are tracked and identified per employee and are available to employees to draw upon for reimbursement of specific types of medical expenditures. During an examination of the account it was noted that the flexible spending account balance was recorded as part of payroll liabilities in the General Fund. This type of fiduciary activity should be accounted for in a separate agency fund and reconciled on a routine basis.

Recommendation

We recommend the Town establish a separate agency fund in their financial system to account for the flexible spending account transactions.

Management Response

In response to the above observation and recommendation the Town has established a new fiduciary fund in the general ledger to account for the Flexible Spending activities. The June 30, 2007 balance was moved from the General Fund to the new fiduciary fund.

2. Liabilities - Deposits Payable

Observation

While performing testing on Deposits Payable it was observed that the Park and Recreation deposits were not accounted for in a manner which would easily facilitate testing or review of the outstanding balance. The Town provided a summary report that presents the historical transaction detail in date order for Deposits Payable. Thus the Town has to track deposit refunds through the transactional history in the system to verify if the amount on deposit is still retained by the Town. The Town is unable to generate a system report that discloses the composition of the balance as of any specific date with information to facilitate verification of the amount on deposit.

Recommendation

We recommend the Town establish a financial report that would be generated from the financial system, which would support the Deposit Payable balance by detailing the deposits payable balances and to whom the amounts are owed.

Town of Atherton
Report to Management, Continued
For the year ended June 30, 2007

CONTROL DEFICIENCIES, Continued

2. Liabilities - Deposits Payable, Continued

Management Response

The Town's Finance Department has created reports with assistance from a software vendor. These reports will document the balances in detail with the following information:

1. Park Deposits in Cash Receipts module (CR) by year and alphabetically by Depositor.
2. Deposits returned in Accounts Payable module (AP) by year and alphabetically by Depositor.

The reports will be used to analyze the Deposits Payable balance on a quarterly basis for accuracy and to verify that revenue is properly recognized when completed events are closed out. In addition any prior year balances will be analyzed and a journal entry will be prepared to clear any deposit amounts that should be refunded or recognized as revenue for rental of facilities and services provided by the Town. Preliminary analysis by the Town indicates that the recognition of revenue from event deposits has not always occurred.

3. Cash - Cash Handling

Observation

A surprise cash count was performed on the front cashier to verify the amount on hand. During the count of the cash drawer it was determined the amount on hand did not reconcile to the amount indicated in the general ledger. A difference of \$60 was noted between the cash drawer and the general ledger.

Recommendation

The Town should follow up with additional surprise cash counts as part of monitoring cash handling procedures. The Town should also determine if the difference noted is a permanent difference that should be corrected or if it was a timing difference.

Management Response

The Town performed an additional surprise cash audit on April 25, 2008 and the balance was off by \$10. The Finance Department is reviewing cash and stamp procedures with the Administration Department and its employees. The Town intends to have each cashier operate from an assigned secured cash drawer and will be held accountable for its content. In addition the cash balance available has been reduced to minimize risk and aide in accurate cash drawer shift counts and reconciliations and will be audited by the Finance Department on a monthly basis.

Town of Atherton
Report to Management, Continued
For the year ended June 30, 2007

CONTROL DEFICIENCIES, Continued

4. Cash - Outstanding Checks

Observation

An examination of the outstanding check log noted there were 44 checks that have been outstanding for over a year.

Recommendation

The Town should investigate the checks and determine if the liability should be reestablished or if the amount should be forwarded to the State as escheated funds.

Management Response

The Finance Director has identified the three largest checks. After investigation one of the checks is being cancelled and re-issued. The other two checks large checks were identified as payment refunds for haul off fees. These two checks will be researched further through the Building Department data base for further information.

The Town will investigate and contact the recipients of the all checks over \$1,000 and determine if a re-issued check is warranted. The remaining checks outstanding will be examined by management and determined if they should be written off or forwarded to the State Controller's Office as escheated funds.

5. Year End Closing Journal Entries

Observation

During the course of our audit we found the Town did not 1) record the current year activity for compensated absences, 2) properly record revenue accruals, and 3) did not accrue various expenditures. This appears to be from a lack of review being performed on the year end balances and not performing preliminary analytical examinations on various account balances.

Recommendation

We recommend the Town perform a review of the year end accruals and perform a preliminary analytical analysis on various account balances, prior to the arrival of the outside auditors. This will further assure that the Town has performed all necessary year end closing entries and has adequate support for balances.

Management Response

The Finance Department does not post to the general ledger compensated absences activity as it occurs. Instead the activity is analyzed quarterly and then posted at the end of the fiscal year.

Year end accruals for revenue, expenditures, and compensated absences will be carefully calculated and posted to the general ledger before the arrival of the auditors for their year end audit phase.

Town of Atherton
Report to Management, Continued
For the year ended June 30, 2007

SIGNIFICANT DEFICIENCIES

1. Financial Department

Observation

During the course of the Town's 2007 financial audit a series of events took place that greatly affected the stability of the Finance Department and hampered its ability to perform day to day operations and provide necessary audit support:

- There was a departure from the Town of key personnel that resulted in a lack of available assistance to assure the continuity of the financial operations. The Town Manager departed in July 2007 and was shortly followed with the departure of the Finance Director in August 2007.
- During the audit year end phase of field work, which started in August 2007, the town started personnel investigations which hampered the availability of staff to provide answers to various inquiries made by the audit team.
- The Police Department sealed off the Finance Director's office preventing Finance Staff from easily accessing necessary information during the time of the audit; with the departure of the Finance Director, certain year end closing entries were not prepared.
- Certain public figures made comments to the press pertaining to suspected fraudulent activity which resulted in a further delay in the release of the audited financial statements pending inquiries with Town management about the accusations made in the press.

The combination of these events created delays in the release of the audited financial statements.

Recommendation

The Town should establish accounting policies and procedures that clearly outline the job duties and responsibilities of the Finance Department, which would permit a temporary filling of positions with minimal interruptions to department operations. The Town should reexamine the organizational structure of the department to address review and approval procedures and how to allocate job duties when vacancies occur.

Management Response

The Town concurs with the Observation. However we feel that the Recommendation to "*establish accounting policies and procedures that clearly outline the job duties...*" and "*reexamine the organizational structure ...*" will not address the observed problem.

Instead the City Council and City Staff have acted to deal with these problems in another way:

- Hire an experienced retired Finance Director to fill in on an interim basis as the Town's Finance Director.
- Hired a permanent City Manager.
- Build and develop teamwork, openness, and harmony at the staff level.
- Resist lawsuits and challenges from outside parties, and cooperate with investigations.
- Held a City Council Team Building retreat to discuss positive communications among Council Members and Committees, press relations, and community relations.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: BILL YEOMANS, INTERIM FINANCE OFFICER

DATE: FOR THE MEETING OF JUNE 18, 2008

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH
REDWOOD CITY TO PROVIDE THE TOWN WITH INFORMATION
TECHNOLOGY SERVICES**

RECOMMENDATION

Staff recommends the City Council authorizes the Mayor to execute an agreement with Redwood City for Information Technology services.

BACKGROUND

The Town has contracted with the City of Redwood for its information technology services since July 2007. The estimated time was five hours per week, anticipating that the primary function would be limited to basic desktop support.

ANALYSIS

The service level provided by the City of Redwood City has met the needs of the Town, but the total usage has exceeded the estimated hours. Redwood City has been asked to take on several projects beyond desktop support including:

- Specifications and implementation of the Permitting system hardware,
- Support of investigation of former Finance Director,
- Rewiring of dispatch and I-Net in the Police Building, as well as emergency calls at night,
- An inventory of Town of Atherton PCs.

The response and service has been excellent and, at times, beyond the call of contracts. The renewal of the contract calls for an hourly rate of \$129.26 up by 4.5% from \$123.69 in FY07-08. An estimate of 7 hours per week has been used as a guideline in the FY2008-09 budget.

FISCAL IMPACT

Total cost for the current year will be about \$42,700. At seven hours per week, the cost would be \$47,050, which is the amount in the recommended budget. If the time used can be more carefully managed, the cost will be reduced.

CONCLUSION

In order to secure Information Technology Services for FY 2008/09, Council should instruct staff to renew the agreement with Redwood City's Information Technology Department.

Prepared by:

Approved by:

Bill Yeomans
Interim Finance Officer

Jerome Gruber
City Manager

Attachment: A. Redwood City Contract for Services
B. Insurance Coverage

**AGREEMENT
FOR
INFORMATION TECHNOLOGY SUPPORT BETWEEN THE CITY OF
REDWOOD CITY AND TOWN OF ATHERTON**

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the **CITY OF REDWOOD CITY**, hereinafter referred to as "RWC", and **TOWN OF ATHERTON**, hereinafter referred to as "**TOA**," and collectively herein called the "**Parties**."

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, TOA desires to engage RWC to render certain Information Technology services to TOA related to carrying on the day to day technology related operations of TOA; and

WHEREAS, RWC is qualified to provide such services to TOA; and

WHEREAS, TOA has elected to engage the services of RWC upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

1. **Services.**

The services to be performed by RWC 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 RWC 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.**

The term of this agreement shall be for one (1) year, commencing July 1, 2008 and shall expire on June 30, 2009, or until terminated by sixty (60) days prior written notice by either party.

3. Compensation.

The normal business hours hourly rate for the fiscal year 2008-2009 (July 1, 2008 through June 30, 2009) for services by RWC under this Agreement shall be \$129.26.

4. Effective Date of Agreement.

This Agreement becomes effective on July 1, 2008

5. Reliance of Professional Skill of RWC.

RWC represents that it has the necessary professional skills to perform the services required and TOA shall rely on such skills of RWC to do and perform the work.

6. Relationship of Parties.

It is understood that the relationship of RWC to TOA is that of an independent contractor and all persons working for or under the direction of RWC are its agents or employees and not agents or employees of TOA.

7. Nonassignment.

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.

RWC shall defend, indemnify and hold TOA and its officers and employees harmless from any and all claims and liabilities related to or as a result of RWC's performance of this Agreement, to the extent they are caused by RWC's negligent acts, or willful wrongful acts.

14. Insurance.

RWC shall not commence work under this Agreement until all insurance required under this paragraph has been obtained. Upon request, RWC shall furnish TOA with certificates of insurance evidencing the required coverage.

A. Workers' Compensation and Employers' Liability Insurance.

RWC 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, RWC 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.

RWC shall take out and maintain during the life of this Agreement such bodily injury liability and property damage liability insurance as shall protect RWC 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 for property damage which may arise from RWC's work under this Agreement, whether such work be by RWC or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be One Million and no/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence. TOA, its officers, employees and agents shall be maintained as additional insured's on said policy, and a certificate of said coverage shall be delivered to TOA 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.

C. Notwithstanding the above, RWC shall have the right to self-insure against any and all perils and/or liabilities against which it would otherwise be required to insure and shall also have the right to effect any such insurance by means of so called "blanket" or "umbrella" policies of insurance. If RWC decides to self-insure, RWC must provide TOA with written notice of self-insurance identifying the type of policy coverage and the amount for which it shall self-insure.

15. Notice.

All notices required by this Agreement shall be given to RWC and TOA in writing, by first class mail, postage paid, addressed as follows:

RWC: The City of Redwood City
Attention: IT Manager
1017 Middlefield Road
Redwood City, CA 94063

TOA: TOWN OF ATHERTON
Attention: City Manager
91 Ashfield Road
Atherton, CA 94027

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated on page one (1).

DATED: _____, 200__ **CITY OF REDWOOD CITY:**

BY: _____
Peter Ingram, CITY MANAGER

DATED: _____, 200__ **TOWN OF ATHERTON:**

BY: _____
Jerry Gruber, CITY MANAGER

EXHIBIT A

A. SCOPE OF SERVICES

1. Definitions:

A. Normal Business Hours: Defined as Monday through Friday, 8:00 a.m. through 5:00 p.m. except the following currently recognized RWC holidays (calendar dates vary depending on the year):

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- 4th of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- New Year's Eve

Rates for hours worked by RWC during normal business hours will be at the current rate in which they are worked.

B. Non-business hours: All hours worked outside of normal business hours. TOA requested work to be performed during non-business hours will be invoiced at a rate equal to one-and-one-half times the then current rate. Examples: A request from TOA for RWC to install new equipment during a weekend to minimize disruption during TOA normal business hours; An after-hours call to RWC to fix a downed server or internet connection.

- C. Maintain and support:** RWC will keep the type of equipment or specific named equipment operational as defined by its purpose. If RWC staff is unable to resolve an issue without external vendor support, RWC will contact and work with the appropriate vendor until the malfunctioning equipment is operational. RWC staff will keep the same equipment optimized and its firmware/software current as deemed appropriate to maintain optimized operations, while minimizing down time.
2. **Internet Access Support:** RWC will maintain and support this connection.
 3. **Firewall Support:** RWC will maintain and support this appliance and in some instances make recommendations to improve security to reduce network vulnerabilities.
 4. **Network Support:** RWC will maintain and support all the switches and other networking devices in TOA .
 5. **Server Support:** RWC will maintain and support all servers used in TOA . RWC staff will provide full support for the following:
 - Operating systems
 - File and print services
 - Email
 - Antivirus and spam filtering
 - Internet blocking
 - Applications running on the servers
 6. **Desktop, Laptop, and Mobile Computing Device Support (DLM):** RWC will maintain and support all DLM on the TOA network including future connected or non-connected DLM. Support will include, but not be limited to: developing and providing specifications; purchasing, setting up, and installing; optimizing and patching; and protecting against unwanted intrusion – spyware, viruses, etc.
 7. **Other:** Technologies not currently named will be maintained and supported upon written agreement by TOA and RWC. Written agreement can be in the form of an email request.
 8. **For all supported technologies,** RWC will work with manufacturers and vendors to purchase new, as well as return and replace failed parts, such as hard drives, monitors, printers, etc. From time to time additional external contractors may be required, such as for larger cabling or electrical work. RWC will find, coordinate, and schedule the efforts of

external contractors. For all emergency and non-emergency issues during normal business hours, RWC will respond within four (4) hours, usually faster. RWC will respond with its best effort for all emergencies during non-business hours.

B. COMPENSATION

1. TOA agrees to pay to RWC the full cost of providing technology services as shown in this Exhibit A, as the same may be amended from time to time by written agreement between the Parties.
2. TOA and RWC acknowledge and agree that compensation paid by TOA to RWC under this Agreement is based upon RWC's cost of providing the services required hereunder, including salaries and benefits of employees.
3. TOA agrees to compensate RWC for Information Technology services. Direct external costs such as external contractors and equipment purchases on behalf of TOA are borne by TOA. Information Technology services costs include those expenses necessary to administer this Agreement. RWC will provide these services for an hourly rate of \$129.26 during fiscal year 2008-2009 (July 1, 2008 to June 30, 2009). The hourly rate will be adjusted on an annual fiscal year basis.
4. Remote support will be billed in fifteen (15) minute intervals.
5. **Terms of Payment.** RWC shall invoice in arrears on the first of each month in the amount \$2,800.63 (260 hours per year, times \$129.26 per hour, divided by 12 months).
6. **Charges for other services and special projects:** Additional hours for special projects requested of RWC will be at the current rate in which the work was done and will be invoiced in the month following the completion of the requested service or incurred expense. Special projects are typically projects requested by TOA that require RWC resources well-above the initially agreed upon five hours per week, and where TOA wants to save the five hours for normal support, or where TOA wants RWC to track and invoice requested work separate from normal invoicing. Special projects are subject to RWC staff availability.

External vendor charges and equipment purchases will be paid directly by TOA or reimbursed by TOA if paid by RWC, and shall be without RWC overhead fees.

7. End of year reconciliation: During July 2009, RWC will reconcile the previous fiscal year's purchased hours (260) against the worked hours. RWC will invoice TOA for all worked and non-invoiced hours, or refund TOA for all invoiced but non-worked hours.

8. Reporting: Each month RWC will submit to TOA a spreadsheet showing and recording the hours worked to date, the name of the tech who worked the hours, and a brief description of the work completed.

9. Requesting Support:

- **Non-emergency support** – support request during normal business hours, as defined in Exhibit A, section A.1.A, and where RWC staff is not on-site, can be requested using one of the following three methods:

- i. Logging into RWC's online help desk system at <http://thecity.redwoodcity.org:8080/hd/index.htm>.
- ii. Calling or emailing the primary Analyst assigned to TOA .
- iii. Calling RWC help desk at (650) 780-7093

- **Emergency support** – non-planned support requests for services during non-business hours, as defined in Exhibit A, section A.1.B, to resolve issues in which a business function cannot be performed.

- i. Logging into RWC's online help desk system at <http://thecity.redwoodcity.org:8080/hd/index.htm>.
- ii. The highest ranking, on-site staff member from TOA calls the RWC Information Technology Manager at (650) 464-9575.

Important Note: Emergency support is considered a best effort as RWC is not a 24 X 7 shop. Emergency support is charged at one-and-one-half times the normal hourly rate.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JERRY GRUBER, CITY MANAGER

DATE: FOR THE MEETING OF JUNE 18, 2008

SUBJECT: AMENDMENT TO CONTRACT FOR SERVICES WITH NEAL MARTIN & ASSOCIATES

RECOMMENDATION:

Approve the proposed rate increase.

BACKGROUND:

The Town contracts with Neal Martin & Associates for professional planning services. The services include assistance with public inquiries, review of building permit plans for conformity with the zoning code, preparation of staff reports and minutes for the Planning Commission and General Plan Committee, preparation of staff reports for the City Council, preparation of environmental review documents and periodic updates to the zoning code and general plan (including housing element).

ANALYSIS:

To assist the Town with planning functions, the firm provides employees on an as-needed basis under the direction of the City Manager. Neal Martin currently serves as the Town Planner. Lisa Costa Sanders currently serves as the Deputy Town Planner, averaging 80 hours/per month. Andrea Mardesich currently serves as an Assistant Planner, averaging 80 hours/per month. The firm also provides Jamie Bourne, Assistant Planner on an as-needed basis.

In an attempt to provide more cost effective services, Ms. Costa Sanders is training the Assistant Planners to prepare and present staff reports before the Planning Commission as well as research and survey assistance. The firm has also hired an additional Assistant Planner that is available during peak workload periods and vacation coverage rather than utilize the services of the Town Planner for these functions.

The firm has submitted a request for an overall 4% rate increase (except for the Town Planner rate which will not change). As noted above, the firm bills based on actual hours worked under the direction of the City Manager. Reimbursable materials are billed at actual cost. The City Council last approved a 5% rate increase at its July 18, 2007 meeting.

FISCAL IMPACT:

The FY 2007/08 Budget assumes an overall 4% increase in rates.

Attachment – Letter of request from Neal Martin & Associates with Exhibit B

**Neal Martin & Associates
751 Laurel Street, Suite 622
San Carlos, CA 94070
650-333-0248**

June 5, 2008

Jerry Gruber
City Manager
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

Dear Jerry,

Please find attached the proposed Agreement for Professional Services for FY 08/09. We are requesting a 4% overall rate increase (with the exception of the Town Planner rate which will remain the same). The rates were last increased 5% effective July, 2007.

We propose to continue all other contract provisions. Please let me know if you need any additional information.

Sincerely,

Lisa Costa Sanders
President, NMA

NEAL MARTIN & ASSOCIATES

	<u>Approved July, 2007</u>	<u>Proposed</u>
Town Planner	\$150.50	\$150.50
Deputy Town Planner	\$98.50	\$102.50
Senior Planner	\$89.25	\$93.00
Associate Planner	\$75.00	\$78.00
Assistant Planner	\$57.75	\$60.00
Administrative Assistant	\$42.75	\$44.50
Mileage	Town rate	Town rate



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: NEAL J. MARTIN, TOWN PLANNER

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH
GOLDFARB & LIPMAN FOR LEGAL ASSISTANCE WITH THE 2007-14
HOUSING ELEMENT UPDATE**

RECOMMENDATION:

Approve the attached Professional Services Agreement with Goldfarb & Lipman for legal services and assistance with the review, preparation, and presentation of the 2007-14 Housing Element Update.

BACKGROUND and DISCUSSION:

State law requires all cities and counties within the Bay Area to adopt an update of their General Plan Housing Elements by June 30, 2009. In order to meet that deadline, Staff has prepared a Scope of Work and a schedule for completion of various components of the process. Most of the work on the project will need to be completed during the six months between June and December 2008.

The approach to preparing the update recommended by Staff is to have Neal Martin & Associates prepare the draft Element and to have Barbara Kautz of Goldfarb & Lipman provide strategy recommendations, guidance, review and oversight during the draft preparation. Ms. Kautz would also be a key member of the team during the presentation and public hearing phase at public participation workshops and at General Plan Committee, Planning Commission and City Council hearings.

Barbara Kautz is an attorney specializing in land use and housing with the firm of Goldfarb & Lipman in Oakland. She has been employed as Community Development Director for the City of San Mateo and Planning Director for the City of Corte Madera. Ms. Kautz is an expert in Housing Element law and has lectured extensively on that subject; recently to planners and city officials in San Mateo County. She has good contacts with HCD staff.

The primary objective of this approach would be to adopt an Update that is as fully in compliance with State law as politically feasible in Atherton.

The proposed Goldfarb & Lipman scope of work includes the components listed below:

- Strategy recommendations during preparation of the Update.
- Review of the draft Housing Element for compliance with housing element law.
- Review of comments made by the State Department of Housing and Community Development (HCD) and advice on necessary changes to achieve HCD certification.
- Attendance and facilitation at up to five public meetings or hearings.

The proposal is a time and materials based agreement with a maximum authorized fee of \$27,600. The total amount is the product of 115 hours of work at Ms. Kautz' billing rate of \$240 per hour.

FINANCIAL IMPACT:

The costs for the 2007-14 Housing Element Update Project is included in the proposed 2008-09 Atherton Budget. There is a total of \$72,600 in the proposed budget for the project. The \$27,600 for the Goldfarb & Lipman Professional Services Agreement is included in the \$72,600 total Housing Element Update project. The project expenses are budgeted as listed below:

- Goldfarb & Lipman - \$27,600
- Neal Martin & Associates - \$40,000
- C/CAG (Countywide Housing Element Project) - \$5,000

FORMAL MOTION:

I move that the City Council approve the Professional Services Agreement with Goldfarb & Lipman for legal services and assistance with the review, preparation, and presentation of the 2007-14 Housing Element Update and authorize the City Manager to sign the Agreement.

Prepared by:

Approved by:

/s/ Neal Martin

Neal J. Martin
Town Planner

Jerry Gruber
City Manager

Attachments:

1. Proposed Scope of Work, Goldfarb & Lipman LLP, April 10, 2008

**goldfarb
lipman
attorneys**

1300 Clay Street, Ninth Floor
Oakland, California 94612
510 836-6336

April 10, 2008

M David Kroot
Lee C. Rosenthal
John T. Nagle
Polly V. Marshall

Lynn Hutchins
Karen M. Tiedemann
Thomas H. Webber
John T. Haygood

Jerry Gruber, City Manager
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

Dianne Jackson McLean
Michelle D. Brewer

Re: Housing Element Assistance, Town of Atherton

Jennifer K. Bell
Robert C. Mills
Isabel L. Brown
James T. Diamond, Jr.

Dear Mr. Gruber:

Goldfarb & Lipman LLP would be pleased to provide legal services to the Town of Atherton (the "Town"). This letter constitutes our written fee agreement.

Margaret F. Jung
Heather J. Gould
William F. DiCamillo

Goldfarb and Lipman will assist the Town of Atherton in reviewing the Town's adopted Housing Element and identifying key issues. Our scope of work and project budget are included in the attachment to this letter.

Juliet E. Cox
Erica Williams Orcharton
Amy DeVaudreuil
Barbara E. Kautz
Luis A. Rodriguez
Xochitl Marquez
Rafael Yaquian

Barbara E. Kautz will have the principal responsibility for these services. We will charge for our time as set forth in the attached rate schedule. Our legal services will be billed and payable monthly at these rates based on the number of hours expended. For your information, a copy of our standard billing policies is enclosed.

If the arrangement described above is satisfactory, then please sign each of the two originals of this engagement letter in the space provided below. Please return one of the signed originals to me, and keep the other signed original for your files.

Sincerely,



POLLY V. MARSHALL

Facsimile

510 836-1035

San Francisco

415 788-6336

Los Angeles

213 627-6336

San Diego

619 239-6336

Goldfarb & Lipman LLP

Accepted:

Jerry Gruber, City Manager

**Town of Atherton
2007-2014 Housing Element Update**

Goldfarb & Lipman LLP

Proposed Scope of Work

Neal Martin & Associates (NM&A) has requested Goldfarb & Lipman LLP (G & L) to assist in producing a draft Housing Element Update document for consideration by the Atherton General Plan Committee, Planning Commission and Town Council. The goal is to present for Council adoption a 2007-2014 Housing Element Update that is legally sound and defensible, and, if feasible, receives an "In Compliance" determination from the California Department of Housing and Community Development ("HCD"). Barbara Kautz will have the primary responsibility for this work and for conducting public meetings.

The proposal from NM&A explains the respective roles of the participants in the Housing Element update process. As described by NM&A, G & L's role is to:

- Provide strategy recommendations and guidance, review, and oversight during the preparation of the Update so as to achieve the objective of a legally sound and defensible document.
- Conduct public participation workshops and present the draft Element Update to the General Plan Committee, Planning Commission and Town Council.

This Proposed Scope of Work presents in detail Goldfarb & Lipman's work tasks.

Task 1: Strategy Recommendations

Provide strategy recommendations during the preparation of the Update in response to Town policy and community input so as to achieve a legally sound and defensible document.

Work Product: Written and oral comments as needed.
Time Frame: April 2008 – June 2009

Task 2: Review Draft Housing Element

Review draft housing element for compliance with housing element law. The review will examine the housing element to ensure that each item required by the housing element statute (Government Code Section 65583) is included in the draft housing element. The review will also reference HCD policies regarding the review of housing elements. This work item includes one major review and one additional review of responses to initial comments.

Work Product: Comments will normally be made by e-mail message and by annotations in the draft housing element.
 Time Frame: October 2008 – December 2008

Task 3: Review HCD Comments

Review comments made by HCD on the draft housing element and advise Town on necessary changes to achieve HCD certification.

Work Product: Dependent upon nature of HCD comments.
 Time Frame: April 2009

Task 4: Public Meetings

Attend up to five public Town meetings on the Update, not exceeding total time per meeting of 8 hours for attendance, travel time, and preparation. G & L will facilitate the meetings; present the Update; advise NM&A regarding agendas, staff reports, and presentation materials and review those materials; and prepare written memos if a legal analysis is required, but will not prepare agendas, staff reports, and presentation materials.

It is expected that there will be one Public Participation meeting, one Joint General Plan Committee, Planning Commission and City Council meeting, one City Council Public Hearing on the Draft Element, and two additional public meetings to be determined as the process progresses.

Not Included In Scope of Work:

1. Attendance at meetings not included in Task 5, or in excess of time specified in Task 5.
2. Assistance with environmental review of Update.
3. Preparation of reports and memos except as specified.

If authorized by the Town, G & L will be reimbursed for these tasks on an hourly basis.

Hours and Costs

	Task 1	Task 2	Task 3	Task 4	Total
Barbara Kautz (\$240/hr)	25 hrs.	30 hrs.	20 hrs.	40 hrs.	115 hours
Total	\$6,000	\$7,200	\$4,800	\$9,600	\$27,600

Goldfarb & Lipman LLP
Public Agency Rate Schedule

Partners	\$240-250
Associates	\$160-240
Senior Law Clerks	\$135
Law Clerks	\$125
Project Coordinators	\$125

GOLDFARB & LIPMAN LLP

BILLING POLICIES AND PROCEDURES

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we ask each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our present billing rates for services rendered for partners, associates, and for paralegals is attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we also charge for filing fees, Lexis/Nexis costs, messenger, and other costs and expenses incurred on your behalf.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date will be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month. As an incentive for early payments by clients, if payments are made within ten days of the date of the statement, we will be happy to reduce our statement by one percent.

We carry professional liability insurance above the limits required by law.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most cost-efficient basis possible. If you have any questions or comments regarding our billing policy, please feel free to contact Barbara Kautz or Polly Marshall.

Sincerely

GOLDFARB & LIPMAN LLP



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: KATHI HAMILTON, ACTING CITY CLERK

DATE: FOR THE MEETING OF JUNE 18, 2008

**SUBJECT: SET A DATE FOR A PUBLIC HEARING FOR AN APPEAL OF THE
PUBLIC WORKS DIRECTOR'S DECISION REGARDING 99 DE BELL**

RECOMMENDATION:

In accordance with Atherton Municipal Code Section 17.64, staff recommends that the City Council set the date for the public hearing for the City Council meeting of July 16, 2008.

BACKGROUND:

On June 4, 2008, the property owners of 73 Madrone Road, David and Leigh White, filed an appeal of the decision of the Public Works Director to grant an encroachment permit for a driveway from 99 Debell Road onto Madrone Road in Atherton. An addendum was filed on June 12, 2008.

On June 6, 2008, the Town received a letter from W. Samuel Niece, attorney for the property owners of 99 Debell Road, requesting that the appeal be heard at the June 18, 2008, City Council meeting. Staff sent a letter to Mr. Niece, dated June 6, 2008, outlining the process as set out in Atherton Municipal Code 17.64-050.

Atherton Municipal Code Section 17.64.050 states, "A public hearing shall be held by the city council on all appeals. At its next regular meeting following the receipt of a complete application for an appeal, the city council shall set a date for the public hearing which shall be held within forty days."

FISCAL IMPACT:

The cost of the appeal is borne by the appellant. A check for \$750 has been received by the Town.

Prepared by:

Approved by:

Kathi Hamilton
Acting City Clerk

Jerry Gruber
City Manager

Attachments:

1. Letters of Appeal from David and Leigh White, dated June 4, 2008 and June 12, 2008
2. Letter from W. Samuel Niece, dated June 6, 2008
3. Letter from Kathi Hamilton, Acting City Clerk, dated June 6, 2008
4. Atherton Municipal Code section 17.64

David N. White
Leigh A. White
73 Madrone Road
Atherton, California 94027
650.327.5355 home
650.804.9220 mobile

June 4, 2008

City of Atherton
Office of City Clerk
Atherton, California 94027

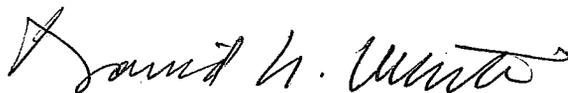
Re: 99 Debell encroachment permit

Dear Ma'am:

We understand that an encroachment permit was issued today for a driveway from 99 Debell onto Madrone Road in Atherton. This letter is intended to serve as a formal appeal to the permit.

Please contact us at your earliest convenience to instruct us as to the next steps in the appeal process. In the meantime, please inform the owner of 99 Debell that all work associated with the driveway must cease immediately.

Regards,



David White



Leigh White

cc: Duncan Jones
Marc Hynes ✓
Jerry Gruber

DAVID N. WHITE
LEIGH A. WHITE
73 MADRONE ROAD
ATHERTON, CA 94027

90-3779/1211
0200782701

1176

DATE 6/4/08

THE Town of Atherton \$ 750⁰⁰
OF seven hundred fifty and 00/100 DOLLARS

 **BOREL PRIVATE BANK
& TRUST CO.**
245 Lytton Avenue, Palo Alto, CA 94301

appeal to permit 99 De Bell Leigh White

⑆ 211377971⑆ 1176⑆ 0200782701⑆ R#16811

Given to Paula
6-6-08

Appeal 99 De Bell
R# 16811

2008 JUN -6 A 10 24

TO THE TOWN OF
ATHERTON

RECEIVED
TOWN OF ATHERTON

2008 JUN 12 P 12:13

David N. White
Leigh A. White
73 Madrone Road
Atherton, California 94027
650.325.3707 phone
650.327.5355 fax

June 11, 2008

City of Atherton
Kathi Hamilton, City Clerk
Atherton, CA 94027

Dear Ms. Hamilton:

In addendum to our letter of June 4, 2008 appealing the issuance of an encroachment permit to the developers of Atherton property known as 99 Debell Road, and, pursuant to **Municipal Code §17.64.010**, the following outlines the facts upon which we believe demonstrate that the issuance of such permit was made in error by the decision maker:

Madrone to this point has been a charming single lane country road - only first paved within the last decade (at the expense of the residents on Madrone Road) and in compliance with the General Plan of the Town of Atherton in maintaining the rural character of the Town (**Municipal Code §12.06.020**). Only three homes presently front on and are accessed from Madrone Road. These three homes are located along the North side of Madrone and all are sufficiently isolated from one another by placement and vegetation to make them inconspicuous to the surrounding homes and neighborhoods. Madrone Road has been lined by a verdant growth of mature trees, shrubs and brush which gives it high value as a quiet, pastoral setting. Houses fronting on Debell Road whose rear property lines are bounded by Madrone are screened from Madrone Road by this vegetation. All access to these Debell lots (being in a subdivision separate from that which contains Madrone) is and has always been solely from Debell Road. The destruction of this vegetation by the developers of 99 Debell in anticipation of access via Madrone Road has resulted in the erosion of the character of Madrone Road due to the exposure of the rear service area and garages of 99 Debell to all who now travel down Madrone Road. Having granted such encroachment to 99 Debell, the Town would be required to allow the same for the additional 4 properties on Debell which back onto Madrone should it be so requested. Such disruption would completely destroy the character of Madrone Road. We believe that granting the encroachment permit is contrary to the stated intent of the encroachment regulations of **Municipal Code §12.06.020** of preserving the rural nature of the town. Therefore, the city authority granting such encroachment permit issued the permit in error.

Madrone Road has been privately maintained since before the Town of Atherton was incorporated and continues to be so. It represents the southernmost boundary of a subdivision known as Ringwood Manor, established in approximately 1908. It abuts an adjacent subdivision known as Maple Manor in such a way as the Maple Manor homes fronting on Debell Road have the back of their lots on Madrone. Access to these Debell homes has always been and continues to be from Debell. This design has been effective, functional and purposeful for nearly a century.

99 Debell which is bordered by Debell, Oak Grove and Madrone was sold approximately 2 years ago and the developers purchasing the property have built a garage facing Madrone with the intent of having access to it via Madrone. This presents a number of problems.

99 Debell Road is one of five Debell properties backing on Madrone Road. All of these homes were originally built in the 1950's and 60's or earlier and it is not unlikely that the next decade will witness significant redevelopment of these properties. The precedent established in granting encroachment from 99 Debell for this purpose would quite possibly be carried through in further development of additional Debell properties, converting charming Madrone Road from a street (as defined in **Municipal Code §16.08.190**) to use primarily as an alley (as defined in **Municipal Code §16.08.010**) for homes on Debell, with accompanying aesthetics, garbage cans, and traffic. This is inconsistent with the design of the road and the Atherton General Plan and character of the adjacent public and private property (as required under **Municipal Code §12.06.080(A)**) and would devalue existing Madrone properties. We believe the city authorities granting this encroachment permit failed to consider these effects as required and therefore granted such permit in error.

Madrone Road, owing to its historical development in bordering an adjacent subdivision, is perhaps unique within Atherton in having a small number of homes fronting one side of the road while on the other side a larger number of lots backing on to the street. **This results in the unusual arrangement of setback and landscape screening requirements quite different from one side of the street to the other.** This difference is manifest in the narrow setback between the new garages at 99 Debell (consistent with an alley) and the standard front set back and landscape screening required in the construction of our newly built home at 73 Madrone Road (consistent with a street). We thus face the potential usurpation of our street to serve as an alley for Debell. The difference is prejudicial and becomes problematic not only with the ensuing aesthetic changes on the street, but, should the residents along Madrone ever wish to have the street converted to public maintenance, the inadequate setbacks along the Debell side would disallow the conversion. A similar problem presently exists on Spencer, a privately maintained street in West Atherton where setbacks are inadequate to allow conversion to public maintenance. We believe that city authorities issuing the encroachment permit for 99 Debell did not adequately consider policies underlying setback, landscape screening and zoning regulations and therefore failed to exercise adequate discretion in the issuance of the permit.

Revocation of the encroachment permit requested by the developers of 99 Debell is in no way detrimental to the property owner. Adequate access to the garages as built exists by

extending the previous driveway along the west side of the property to the new garage area (this would require removal of one non-heritage tree) or by extending the newly cleared service areas from the front of the garage doors across the back of the lot to the East for access from Oak Grove. Either of the solutions can be attractive and inexpensive and both avoid damage to Madrone Road and the existing properties on Madrone.

In view of these special circumstances, we respectfully request that the city authorities revoke the encroachment permit pursuant to **Municipal Code §12.06.090** and require the owners of 99 Debell to restore the landscape screening and repair the damage to the pavement on Madrone Road.

Further, we intend to request that the town planner create a zoning overlay to protect the historic characteristic of Madrone Road from future encroachment from Debell properties and the permanence of Madrone Road as a street (as it has always been) and not an alley (as this encroachment permit would make it). This request will be made according to established procedures in coming weeks.

We understand that pursuant to **Municipal Code §17.64.050** the city council will, at its next regular meeting on June 18, 2008, set a date for a public hearing on this matter to be held within forty days.

Very respectfully yours,



David N. White



Leigh White

cc: Duncan Jones
Marc Hynes
Jerry Gruber

W. Samuel Niece
415.369.7698 Direct Dial
415.369.8942 Direct Fax
wsniece@thelen.com

June 6, 2008

VIA FACSIMILE AND U.S. MAIL- 650.688.6528

Jerry Gruber
City Manager
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

Re: ***Request to Schedule Hearing on 99 De Bell Drive Encroachment Permit Appeal;
Request for Public Records***

Dear Mr. Gruber:

This firm represents Thomas S. Bryant and Susan Gellen, owners of the property located at 99 De Bell Drive in the Town of Atherton, in connection with an appeal of encroachment permit filed by David and Leigh White on June 4, 2008, and the resulting StopWork Notice issued by the Town on June 4, 2008.

We request that the City Council hear this appeal at its June 18, 2008 Regular Meeting.

In addition, pursuant to the California Public Records Act (Government Code § 6250 *et seq.*) we request copies of all documents transmitted to the City Council in connection with the appeal pursuant to Section 17.64.040 of the Atherton Municipal Code. Please advise the undersigned of any charges for copying these public records, and we will promptly deliver a check to cover the charges.

Sincerely,



W. Samuel Niece

cc: City Clerk (via fax - 650.688.6528)
Marc G. Hynes, City Attorney (via fax - 650.967.1395)

SF #1496488 v1



Town of Atherton

Office of the City Clerk
91 Ashfield Road
Atherton, California 94027
Phone: (650) 752-0529
Fax: (650) 614-1212

June 6, 2008

W. Samuel Niece
Thelen Reid Brown Raysman & Steiner LLP
101 Second Street, Suite 1800
San Francisco, CA 94105

Dear Mr. Niece:

The Town of Atherton is in receipt of your letter of June 6, 2008, requesting that a public hearing be scheduled for June 18, 2008, regarding the appeal of an encroachment permit on 99 De Bell Drive. The Town will be following the procedure outlined in Chapter 17.64.050 of the Atherton Municipal Code by setting a date for the public hearing at its Regular meeting of June 18. The public hearing will be set within 40 days from that date at the Regular meeting of July 16, 2008.

All materials presented to Council are posted on the Town's website the Friday before each meeting. You may access the materials at www.ci.atherton.ca.us. If you prefer, I can provide copies to you for a charge of \$.10 per page.

Please contact me at (650) 752-0529 should you have any questions.

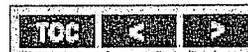
Sincerely,

Kathi Hamilton
Acting City Clerk

Enclosure

cc: Public Works Director Duncan Jones
City Attorney Marc Hynes
City Manager Jerry Gruber

(32 hits)



Chapter 17.64 APPEALS

Sections:

17.64.010 Purpose.

17.64.020 Time limits.

17.64.030 Stay of proceedings.

17.64.040 Transmittal of data.

17.64.050 Public hearing.

17.64.060 City council action.

17.64.070 Effective date.

17.64.010 Purpose.

An appeal from any zoning ordinance related decision, action, ruling, judgement or order of the planning commission, any city official or advisory committee may be made to the city council by any person aggrieved or affected by such decision or any Atherton citizen, pursuant to the provisions of this chapter. Any appeal shall be in writing and state the facts upon which an error, omission or abuse of discretion was made by the decision maker. (Ord. 407 § 14-5(A), 1985)

17.64.020 Time limits.

All appeals shall be made within ten calendar days from the date of such decision, shall be in writing and shall be filed with the city clerk. (Ord. 407 § 14-5 (B), 1985)

17.64.030 Stay of proceedings.

An appeal stays all further proceedings on the matter until an action is taken by the city council, the appeal is withdrawn, or a release of stay is executed. A release of stay may only be issued by the city council, city manager or a court of record when he/they certify that by reason of the certified facts, imminent peril to life and property would be caused. (Ord. 407 § 14-5(C), 1985)

17.64.040 Transmittal of data.

Prior to the next regular city council meeting following receipt of an appeal, the secretary of the planning commission, city official, or secretary of the advisory committee, shall transmit to the city council all data filed in connection with the case, any minutes of public hearings, any findings and the decision. (Ord. 407 § 14-5(D), 1985)

17.64.050 Public hearing.

A public hearing shall be held by the city council on all appeals. At its next regular meeting following the receipt of a complete application for an appeal, the city council shall set a date for the public hearing which shall be held within forty

days. (Ord. 407 § 14-5(E), 1985)

17.64.060 City council action.

The city council shall act on the appeal within sixty days after closing the public hearing. The council may affirm, reverse or modify the original decision, provided that appropriate findings are made to support the decision. (Ord. 407 § 14-5(F), 1985)

17.64.070 Effective date.

A permit or decision which has been the subject of an appeal or review by the council shall become effective three days following the date on which the permit is granted or decision is affirmed by the council. The decision of the council upon an appeal or review shall be final and conclusive. (Ord. 407 § 14-5(G), 1985)



dtSearch 7.00 (7008)

Michael R. Gaulke
Judith A. Gaulke
1 Madrone Road
Atherton, California 94027
(650) 322-8833

RECEIVED
TOWN OF ATHERTON
2008 JUN 13 A 11:39

June 12, 2008

City of Atherton
Kathi Hamilton, City Clerk
Atherton, California 94027

Re: Revocation of 99 Debell Encroachment Permit

Dear Ms. Hamilton:

This letter is being sent in support of the request made by David and Leigh White to revoke the encroachment permit issued to the developers of Atherton property known as 99 Debell Road. The White's request is contained in letters dated June 4th and June 11th, 2008 addressed to the City Clerk.

We have lived 1 Madrone Road since 1987. We were initially attracted to the property, in large part, because of its rural charm and feeling of privacy afforded by the single lane "country road" that provided access to it. The thought of allowing Madrone Road to become a back alley for the residents of Debell is chilling. If it were allowed to happen, the current rural character of the road would be lost and it would negatively impact the value of the three homes that front on Madrone Road.

We concur with the reasons and rationales put forth in the White's June 11th letter to the City and ask that the encroachment permit be revoked, that the landscape screening be restored, and that the damage to the Madrone Road pavement be repaired.

Sincerely yours,



Michael R. Gaulke



Judith A. Gaulke

cc: David and Leigh White



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 JUNE 18, 2008

**SUBJECT: ADOPT A RESOLUTION APPROVING A NO STOPPING
ZONE ON SELBY LANE OPPOSITE SELBY LANE
SCHOOL**

RECOMMENDATION:

Adopt a resolution approving a "No Stopping" zone on Selby Lane opposite Selby Lane School, fronting 165, 171 and 177 Selby Lane. This will be a modification to an existing "No Stopping" zone to adjust the sign legend and time limits.

INTRODUCTION:

Residents in the vicinity of Selby Lane School requested that the "No Stopping" signs opposite Selby Lane School be modified to be consistent through the "No Stopping" zone. Some signs state, "No Stopping Any Time," while others state, "No Stopping 8a.m. to 5 p.m. Saturdays, Sunday-Holidays Excepted." The "No Stopping" signs have been in place at this location for many years. Parents continue to drop children off at this location and allow them to cross the street. A few years ago, a child was hit when he ran from his parent's car in front of an oncoming vehicle. Fortunately he was not seriously injured. Updating the signs will result in better compliance and reduce the potential for this type of hazardous activity.

ANALYSIS:

Public Works staff evaluated the standard signs recommended by the Manual on Uniform Traffic Control Devices and determined that the existing signs no longer comply with the

MUTCD standards. It was also determined to be inappropriate for some houses to have “No Stopping Any Time,” prohibiting parking in the evening and at night. In addition, for those signs with an 8-5 time limit and with Selby Lane School starting at 8:00 a.m., parents can legally stop to drop off children before 8 a.m.

Staff recommends that the best signs for this situation would be “No Stopping 7 a.m. - 4 p.m. Except Weekends-Holidays” with an arrow indicating “between signs.” The 7 a.m. time is suggested instead of 8 a.m. so that parents will not stop there when dropping children off before school starts. The 4 p.m. time is suggested to be sure to cover beyond the school pickup time, and some after school, but open the area for resident parking in the evening.

FISCAL IMPACT:

The cost will be four signs with posts and staff time to install them. The signs will cost approximately \$300 each, and 6 signs will be needed for a total cost of \$1800.

Prepared By:

Approved by:

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

Jerry Gruber
City Manager

Attachment: Existing Sign
Resolution

RESOLUTION NO. 08-__

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
GOVERNING TRAFFIC AND PARKING ON SELBY LANE FROM 171 SELBY LANE
TO 165 SELBY LANE PURSUANT TO ATHERTON MUNICIPAL CODE, SECTION
10.04.010**

WHEREAS, in the Atherton Municipal Code, Section 10.04.010, the City Council of the Town of Atherton was given authority to adopt by resolution such rules and regulations as it finds necessary for the governing of traffic and parking on various streets and highways within and under the jurisdiction of said Town; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton, California does hereby order, authorize and adopt the following regulations governing traffic and parking:

Establishment of a “NO STOPPING” zone, from 7 a.m. to 4 p.m. except weekends and holidays, on the southeast side of Selby Lane for that portion of Selby Lane extending from the southwest property line of 171 Selby Lane to the northeast property line of 165 Selby Lane, covering the three properties opposite the Selby Lane School.

IT IS FURTHER ORDERED AND DIRECTED, that pursuant to the provisions of the Vehicle Code of the State of California, proper signs shall be erected as hereinabove provided before these regulations shall be effective.

* * * * *

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 18th day of June, 2008 by the following vote:

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

ATTEST:

James R. Janz, 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 JUNE 18, 2008

SUBJECT: ADOPT A RESOLUTION APPROVING A NO STOPPING
ZONE ON EDGE ROAD BETWEEN LOWERY DRIVE AND
LAUREL SCHOOL

RECOMMENDATION:

Adopt a resolution approving a “No Stopping” zone on Edge Road between Lowery Drive and Laurel School.

INTRODUCTION:

Residents in the vicinity of Laurel School requested a “No Parking” zone on Edge Road, extending the existing “No Stopping” zone in front of the school north to Lowery Drive. The matter was heard by the Transportation Subcommittee at its September 10, 1996, meeting and approved subject to staff being convinced that Laurel School has worked hard to prevent parents from parking on Edge Road.

Public Works staff has been participating in the Safe Routes to School study sponsored by Menlo Park and in coordination with San Mateo County. As a part of this study, it became clear that Laurel School has done virtually everything possible to prevent parents from blocking Edge Road during drop-off and pickup times, to no avail. Laurel School staff renewed this request for extension of the “No Stopping” zone.

The Transportation Subcommittee also included in its motion the directive that residents in the area be sent a letter explaining the proposed new signage. This will be done once the sign is approved and before it is installed.

ANALYSIS:

Public Works staff evaluated the standard signs recommended by the Manual on Uniform Traffic Control Devices, and determined that the best signs for this situation would be “No Stopping 7 a.m. - 4 p.m. Except Weekends-Holidays” with an arrow indicating “between signs.” The 7 a.m. time is suggested instead of 8 a.m. so that parents will not stop there when dropping children off before school starts. The 4 p.m. time is suggested to be sure to cover beyond the school pickup time, and some after school, but open the area for resident parking in the evening.

FISCAL IMPACT:

The cost will be two signs with posts and staff time to install them. The signs will cost approximately \$300 each, and 3 signs will be needed for a total cost of \$900.

Prepared By:

Approved by:

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

Jerry Gruber
City Manager

Attachment: Resolution

RESOLUTION 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
GOVERNING TRAFFIC AND PARKING ON EDGE ROAD FROM THE LAUREL
SCHOOL DRIVEWAY TO LOWERY DRIVE PURSUANT TO ATHERTON
MUNICIPAL CODE, SECTION 10.04.010**

WHEREAS, in the Atherton Municipal Code, Section 10.04.010, the City Council of the Town of Atherton was given authority to adopt by resolution such rules and regulations as it finds necessary for the governing of traffic and parking on various streets and highways within and under the jurisdiction of said Town; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton, California does hereby order, authorize and adopt the following regulations governing traffic and parking:

Establishment of a “NO STOPPING” zone, from 7 a.m. to 4 p.m. except weekends and holidays, on the northeast side of Edge Road for that portion of Edge Road extending from the Laurel School driveway to the intersection of Edge Road with Lowery Drive.

IT IS FURTHER ORDERED AND DIRECTED, that pursuant to the provisions of the Vehicle Code of the State of California, proper signs shall be erected as hereinabove provided before these regulations shall be effective.

* * * * *

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 18th day of June, 2008 by the following vote:

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

ATTEST:

James R. Janz, 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

FROM: MARC G. HYNES, CITY ATTORNEY

DATE: CITY COUNCIL MEETING OF JUNE 18, 2008

SUBJECT: RESPONSE TO GRAND JURY REPORT
Governmental Effectiveness of the Town of Atherton

Recommendation:

Consider response to Grand Jury report and provide direction regarding any additions or revisions.

Background:

Attached is the Town's proposed letter dated June 18, 2008, in response to the report of the Grand Jury relative to governmental effectiveness of the Town. It is the first attachment to this report and includes the exhibits attached to the letter:

Exhibit A: Copy of the City Council Leadership Workshop Summary and Appendix
Exhibit B: Identification of City Council High Priority Goals
Exhibit C: Resolution Governing committees and Commissions.

For convenience, I have my name as signatory to the letter. However, if the City Council prefers, the Mayor may be authorized to sign the letter on behalf of the Town.

Prepared By:

Approved By:

/s/ Marc Hynes

Marc G. Hynes
City Attorney

Jerry Gruber
City Manager

Attachments

ATKINSON • FARASYN, LLP

ATTORNEYS AT LAW

REPLY TO:
MARC G. HYNES

660 WEST DANA STREET
P.O. BOX 279
MOUNTAIN VIEW, CALIFORNIA 94042
TELEPHONE (650) 967-6941
FACSIMILE (650) 967-1395

J.M. ATKINSON (1892-1982)
L.M. FARASYN (1915-1979)

June 18, 2008

Hon. Joseph C. Scott
Judge of the Superior
County of San Mateo
400 County Center
Redwood City, CA 94063 -1655

Re: Response to Grand Jury Report
Governmental Effectiveness in the Town of Atherton

Dear Judge Scott:

This letter responds to the report of the San Mateo County Civil Grand Jury entitled "Governmental Effectiveness in The Town of Atherton."

The Town's response is made in line with expressions by the Grand Jury regarding its motivation for its report, making recommendations as described on page 3 of the report to the effect that the City Council for the Town of Atherton should:

- "Review their procedures for safeguarding the independence of the Town management team, so that department heads and staff can freely investigate, discover and report any perceived improprieties or inefficiencies that may arise.
- Revise those procedures as necessary to make them more effective.
- Establish a new policy whereby Council members, Town staff and appointed officials are encouraged to carefully consider the ramifications of their public pronouncements when sensitive Town matters are being investigated.
- Meet periodically with the Town Manager to ensure an ongoing mutual understanding of the respective roles of the Town Council and Town Manager."

As recognized in the Grand Jury report, a permanent City Manager has been hired by the Town.

Hon. Joseph C. Scott
Judge of the Superior Court

June 18, 2008
Page Two

The City Council has recently participated in two leadership workshops conducted by an outside facilitator Carl H. Neu, Jr. These workshops were conducted on March 7 and 8, 2008, and on May 2, 2008. These workshops have focused upon the role of the City Council and Town staff in line with the City Manager form of government as embodied in Chapter 2.12 of the Atherton Municipal Code and including the powers and duties of the City Manager as set out in Section 2.12.070. (See Exhibit A attached.)

As a result of the workshop on May 2, 2008, , goals and objectives for the City Council and Town staff in conformance with existing laws have been discussed and confirmed. (See Exhibit B attached). The City Council has developed a comprehensive re-evaluation of its advisory committees and commissions and will be considering a resolution which incorporates in one document a description of these bodies, along with a statement of their powers and duties. (See Exhibit C attached.)

Exhibit C specifically identifies the issue of public pronouncements on Town matters and should clarify for everyone the manner in which announcements concerning Town policy will be made. The goals and objectives of Exhibit B and the provisions of Exhibit C are scheduled for consideration and action by the City Council at its regular meeting scheduled for June 18, 2008.

The retreat process will be continued so that an ongoing mutual understanding of the respective roles of the City Council and City Manager will be enhanced and maintained.

Very truly yours,

MARC G. HYNES
City Attorney, Town of Atherton

MGH:cwb

Enclosure: Exhibit A: Neu Summary for March 7, 8
 Exhibit B: Goals and Objectives (1 page)
 Exhibit C: Resolution

C: City Manager
 City Council



TOWN OF ATHERTON, CALIFORNIA

TOWN COUNCIL LEADERSHIP WORKSHOP II

**Conducted on
May 2, 2008**

**SUMMARY OF KEY OBSERVATIONS AND
CONCLUSIONS MADE BY THE PARTICIPANTS**

Submitted by

Carl H. Neu, Jr.

May 6, 2008

TOWN OF ATHERTON, CALIFORNIA
TOWN COUNCIL LEADERSHIP WORKSHOP II

Conducted on

May 2, 2008

**SUMMARY OF KEY OBSERVATIONS AND CONCLUSIONS
MADE BY THE PARTICIPANTS**

Submitted by

Carl H. Neu, Jr.

May 6, 2008

I. INTRODUCTION

On May 2, 2008, members of the Town Council and seven of the Town's Senior Management Staff participated in the Town Council Leadership Workshop II. A copy of the objectives and agenda for this workshop are attached to this report as Appendix A.

Town Council Leadership Workshop II, a sequel to the Town Council Leadership Workshop conducted on March 7-8, 2008, focused on creating leadership vision, priorities and goals for the Town of Atherton City Council.

II. KEY OBSERVATIONS AND CONCLUSIONS

A. Creating a Leadership Vision

The first step of the 12-Step Strategic Leadership and Goal-Setting Process outlined on pages 27 and 28 of the participant workbook begins with defining a strategic vision for the community which serves as the basis for goal setting and performance planning to be used by the governing body and the administrative staff.

1. Creating the Leadership Vision

The participants were asked, council members individually and the senior management staff collectively, to conduct an imaginary tour of the Town of Atherton as they would envision it to exist, as a result of their efforts, in the year 2028. Once the imaginary tour was completed, each council member and the senior management staff as a group were asked to draw the highlights of what they saw during this tour. Each participant then shared his/her vision with the entire group and answered questions from the other participants.

2. Themes Common to a Majority of the Visions

The following themes were evident in a majority of the visions presented.

- a. Upgraded Town Center
- b. Upgraded drainage
- c. Better infrastructure; i.e. parks, drainage, streets, fire water flow, etc.
- d. Housing element issue resolved
- e. Arts, cultural, and social center
- f. Input to and accommodation of the train
- g. Population as a factor; i.e. the degree to which the Town's population would grow over the next 12+ years. The average projected population for the year 2020 is approximately 8,100, current population of approximately 7,500. The range: 7,500 – 8,500. Individuals who indicated 8,500 indicated that annexation, if it were to occur, would contribute to the larger number.

3. Points of Significant Divergence of Opinions

It is not uncommon during the visioning process, that differences of opinion will appear among the various visions. It is important to identify when these differences of opinion or points of divergence are significant and must be resolved through further discussion or deliberation.

The following four potential points of diversion were identified and a strategy for dealing with each was proposed:

a. Annexation

Strategy for Resolution:

- Conduct a cost benefit analysis
- Determine political feasibility:
 - Town residents' opinions
 - County property owners/residents
 - RWC: County-LAFCO

b. Town Center

Strategy for Resolution:

- Conduct cost/design/scope studies
- Conduct public design charette
- Determine funding sources
- Establish Blue Ribbon Task Force to complete the above.

c. Housing Density

Strategy for Resolution:

- Identify options
- Participate in regional housing efforts
- Consider impact/opportunities associated with possible annexation
- Rezoning/second units
- Housing element update/public workshops.

d. Town Financial Stability

Strategy for Resolution:

- Identify options which might include:
 - Parcel tax
 - Commercial development
 - Annexation
 - Other taxes and fees.

4. Strategic Focus Areas

Strategic Focus Areas represent items of significant/predominant importance in shaping and achieving the future desired for a community. These significant focus areas represent issues that must be addressed through resolute council leadership and dedication of time, money, and resources.

The following Strategic Focus Areas were identified:

- a. Infrastructure:
 - Drainage
 - Roads/streets
 - Landscaping
 - Water/sewer/power (power provided by other entities)
 - Fire water flow.
- b. Town Center
- c. Amenities; i.e., parks, cultural, safety – safe community, arts, social center.
- d. Development standards (compliance with building and zoning codes)
- e. Achieving sustainable financial stability for the Town of Atherton.
- f. Approval of housing element.
- g. High-speed rail/train.
- h. Environmental sustainability.

B. Proposed Long-Range (Five-Year) Leadership Goals

Leadership goals are clearly defined specific results or outcomes that the council wishes to achieve in pursuit of its vision for the future and in addressing the Strategic Focus Areas identified above.

Specific criteria for goal statements are contained on page 31 of the participant workbook. The council and senior management staff members identified 17 potential goals.

1. Obtain approval by residents of a long-term financing mechanism for the City of Atherton.

2. Obtain approval of an El Camino Real Drainage Plan, which will include funding, by Redwood City, San Mateo, CALTRAN, and Atherton.
3. Develop a town-wide drainage program including funding plan and timetable for implementation.
4. Obtain Town of Atherton Housing Element State Certification.
5. Determine feasibility (political, economic, and operational) of a new or remodeled Atherton Town Center, and implement recommendations from the Feasibility Study.
6. Defeat high speed train rail election.
7. Recruit, hire, and retain exceptional staff.
8. Reduce household consumption of electricity and gas.
9. Continue to develop and adhere to standards of building and zoning code compliance in accordance with Atherton's General Plan (and thereby in accordance with the will of the people).
10. Open an Art Center.
11. Fund and build quad gates at train crossing, and implement quiet zone or get CALTRAN/High Speed Rail to accommodate Town concerns in running high speed rail through Atherton.
12. Restart daily train service.
13. Adopt Housing Impact Fee to provide money for regional lower income housing.
14. Continue to provide quality amenities including, but not limited to, parks, cultural, personal-road safety, recreational, and social needs with special consideration given to the desirability and funding of a new Art/Cultural Center.
15. Adopt environmental policy embedded in the Town General Plan.
16. Initiate active program of on-going cultural events at HPP on a sustained basis.

17. Determine feasibility of annexation (commercial and residential) and, if feasible, annex designated areas.

C. Identification of City Council High-Priority Goals.

Once the 17 proposed goals were identified, each of the workshop participants (4 council members and 7 senior staff members) were given an opportunity to select 7 of the 17 proposed goals as their choice for High-Priority Goals. For a goal to be selected as a High-Priority Goal, it had to be supported by a majority of the council. Staff members were given an opportunity to indicate their preferences, but the selection of High-Priority Goals is the prerogative of the town council as the Atherton governing body of elected officials. The following proposed goals were identified by a majority of the council members as High-Priority Goals.

1. Obtain approval by residents of long-term financing mechanism for the Town of Atherton. (Town Council – 3; Senior Management Staff – 7)
4. Obtain Town of Atherton Housing Element State Certification. (Town Council – 4; Senior Management Staff – 6)
5. Determine feasibility (political, economic, and operational) of a new or remodeled Atherton Town Center, and implement recommendations from the Feasibility Study. (Town Council – 4; Senior Management Staff – 7)
11. Fund and build quad gates at train crossing, and implement quiet zone or get CALTRAN/High Speed Rail to accommodate Town concerns in running high speed rail through Atherton. (Town Council – 3; Senior Management Staff – 2)
17. Determine feasibility of annexation (commercial and residential) and if feasible, pursue annexation of designated areas. (Town Council – 3; Senior Management Staff – 2)

D. Possible Selection of Other Goals as “Lower-Priority” Goals.

Because the council members were given a “forced choice” of up to 7 selections for High-Priority Goals, a number of the proposed goals were not included in the High-Priority category. However, some of the other proposed goals may be of sufficient importance to a majority of the council that they would like to state them as definite council goals of lower priority. Goals 2, 3, and 15 were identified as potentially Lower-Priority Goals. For one of these proposed goals to be selected as a Lower-

Priority Goal, that designation must be supported by at least 3 of the council members.

Council may wish to consider selection of some of the other proposed goals as Lower-Priority Goals, but it is the observation of the facilitator that none of the remaining goals had significant council support. Proposed goals number 7, 8, 9, 10, 13, and 16 had the support of only one council member. Proposed goals 6 and 12 did not receive support from any council member. Since the High-Priority and Lower-Priority Goals become stated leadership priorities of the Town Council, the list should be relatively short.

III. RECOMMENDED FOLLOW-UP

A. Selection of the Lower-Priority Goals.

The Town Council has identified 5 High-Priority Goals supported by a majority of the members of the Town Council. It may now wish to go back and select Lower-Priority Goals which will have the support of a majority of the council members.

B. Review of Goal Wording.

Once the High-Priority and Lower-Priority Goals are selected, the council should review the wording of each of these goal statements to ensure the wording reflects the council's intent. Particular emphasis should be paid to Goal No. 5 which indicates "determine the feasibility" for a new or remodeled Town Center. Council member Marsala, in his e-mail of May 5, 2008, indicated that the feasibility component of this issue was resolved in 1999 and that council may want to word the goal to focus on the design, funding, and building of a new Town Center.

C. Development of 2-Year Performance Objectives.

The Town Manager and Staff should develop proposed Two-Year Performance Objectives and Budget Allocation Requirements to be pursued for the implementation of the High-Priority and Lower-Priority Goals selected by Council.

D. Publicizing Council's High-Priority and Lower-Priority Leadership Goals for the Town of Atherton.

As discussed at the workshop, it is important that the Town Council assertively communicate its leadership priorities to the residents of the

community. A number of options were discussed during the workshop that might be appropriate for this effort.



Town of Atherton, California

Town Council Leadership Workshop II

May 2, 2008

Conducted by

**Carl H. Neu, Jr.
Neu and Company
Lakewood, Colorado**

©Neu and Company and the Center for the Future of Local Governance™, 2008

Town of Atherton, California

City Council Leadership Workshop II

May 2, 2008

**Conducted by
Carl H. Neu, Jr.
Neu and Company
Lakewood, Colorado**

1. Objectives

Upon completion of this workshop, a continuation of the workshop conducted on March 7-8, the participants (Town Council members, Town Manager and senior management staff) will have:

- a. reviewed the outcomes and conclusions reached by the participants (Town Council members and Town Manager) during the March 7-8 workshop.
- b. established the Town Council's leadership vision, priorities and long-term goals for the Town of Atherton.
- c. clarified their expectations about what the council and town manager want and need from each other to implement successfully the Town Council's leadership priorities and goals.
- d. defined proposed specific performance objectives in support of Council's long-term goals the Town Council wants the Town Manager and management staff to research and propose action plans and budgets for Council review and adoption.
- e. established a plan for communicating, and encouraging council-community dialogue about, the Town Council's proposed leadership vision, priorities, long-term goals and specific 3-year performance objectives for the Town of Atherton.
- f. defined post-workshop follow-up activities to adopt, publicize and implement ideas generated by the participants.

2. Agenda

- 8:00 a.m. Welcome, introductions and overview of workshop objectives and agenda.
- 8:15 a.m. Review of outcomes and conclusions reached by the Town Council and Town Manager in the March 7-8 workshop.
- 8:40 a.m. The strategic leadership process based upon vision, strategic priorities, long-term goals, specific actionable performance objectives, and accompanying revenue generation and resource allocation (budgeting) policies.
- 9:15 a.m. Establishing the Town Council's leadership vision and strategic priorities for the Town of Atherton.
- 12:00 Noon Working Lunch
- 12:45 p.m. The Town Council – Town Manager/Management Staff Partnership: What do we want and need from each other to achieve Council's vision and goals?
- 1:30 p.m. Proposed specific performance objectives for the next two budget years to be achieved in pursuit of Council's long-term goals.
- 3:00 p.m. Developing a plan to communicate to and discuss with the Atherton community, the Town Council's proposed leadership vision, strategic priorities, long-term goals and performance objectives.
- 5:00 p.m. Conclusion

17. Determine feasibility of annexation (commercial and residential) and, if feasible, annex designated areas.

C. Identification of City Council High-Priority Goals.

Once the 17 proposed goals were identified, each of the workshop participants (4 council members and 7 senior staff members) were given an opportunity to select 7 of the 17 proposed goals as their choice for High-Priority Goals. For a goal to be selected as a High-Priority Goal, it had to be supported by a majority of the council. Staff members were given an opportunity to indicate their preferences, but the selection of High-Priority Goals is the prerogative of the town council as the Atherton governing body of elected officials. The following proposed goals were identified by a majority of the council members as High-Priority Goals.

1. Obtain approval by residents of long-term financing mechanism for the Town of Atherton. (Town Council – 3; Senior Management Staff – 7)
4. Obtain Town of Atherton Housing Element State Certification. (Town Council – 4; Senior Management Staff – 6)
5. Determine feasibility (political, economic, and operational) of a new or remodeled Atherton Town Center, and implement recommendations from the Feasibility Study. (Town Council – 4; Senior Management Staff – 7)
11. Fund and build quad gates at train crossing, and implement quiet zone or get CALTRAN/High Speed Rail to accommodate Town concerns in running high speed rail through Atherton. (Town Council – 3; Senior Management Staff – 2)
17. Determine feasibility of annexation (commercial and residential) and if feasible, pursue annexation of designated areas. (Town Council – 3; Senior Management Staff – 2)

D. Possible Selection of Other Goals as “Lower-Priority” Goals.

Because the council members were given a “forced choice” of up to 7 selections for High-Priority Goals, a number of the proposed goals were not included in the High-Priority category. However, some of the other proposed goals may be of sufficient importance to a majority of the council that they would like to state them as definite council goals of lower priority. Goals 2, 3, and 15 were identified as potentially Lower-Priority Goals. For one of these proposed goals to be selected as a Lower-

RESOLUTION NO. 08-___

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
GOVERNING TOWN COMMITTEES AND COMMISSIONS**

WHEREAS, the City Council of the Town of Atherton desires that the most qualified residents of the Town serve on Town committees and commissions consistent with obtaining the broadest representation of the community;

Now, therefore, the City Council of the Town of Atherton hereby resolves as follows:

Section 1. Establishment of Committees. The following committees and commissions are established for the Town of Atherton:

1. Arts Committee
2. Atherton Rail Committee
3. Audit Committee
4. Environmental Programs Committee
5. Finance Committee
6. General Plan Committee
7. Park and Recreation Commission
8. Screening Committee
9. Town Center Committee
10. Transportation Committee

Section 2. City Council Rules of Procedure – Staffing – Minutes - Reports.

- All committees and commissions shall follow the City Council Rules of Procedure and the provisions of the California Open Public Meeting Law (Brown Act).
- Each committee or commission shall annually select one of its members to act as Chair and one of its members to act as Vice Chair. In the event a committee or commission is unable to appoint a Chair and/or Vice Chair, the Mayor shall have the authority to make such appointment.
- The City Manager shall have the authority to appoint any Town staff member(s) to serve Town committees and commissions.
- All committees and commissions shall prepare action minutes for the City Council. Draft minutes, that is unapproved minutes, shall be presented to the City Council as soon as possible following the meeting they report.
- Members of committees and commissions are encouraged to advocate to the City Council their position on matters under the purview of their committee or commission. Otherwise, no committee or commission or any of its members shall represent itself or themselves as speaking on behalf of the Town, City Council, and/or committee or commission without prior approval of the City Council. Statements of previously approved City Council policy may be made without additional City Council approval.

- Committees and commissions may provide educational materials to the public regarding the functions and actions of the committee or commission, but shall not engage in advocating to the public any particular position which is contrary to City Council policy.
- Upon request, an annual report shall be provided to the City Council of committee and commission activities for the preceding year.

Section 3: Appointment of Voting Members to Committees and Commissions.

Members other than City Council Members shall be appointed following recommendation of the Screening Committee and approval by the City Council. All appointed members shall be registered voters in the Town. Members shall serve at the pleasure of the City Council, or until the expiration of their terms set out below. Vacancies in any committee or commission arising from any reason, including expiration of term, shall be filled by appointment of the City Council based upon recommendations of the Screening Committee.

Section 4. Powers and Duties - Composition – Terms.

The powers and duties, along with the composition and terms of the Town's committees and commissions shall be as described below:

- City Council representatives on committees are selected by the Mayor and approved by the City Council to serve a one (1) year term.
- Appointed members shall serve no more than two full consecutive terms on the committee or commission to which they are appointed. A member may be reappointed to the committee or commission following a minimum two (2) year hiatus.
- Each January, an annual report shall be provided to the City Council of attendance at committee and commission meetings for the preceding calendar year.
- Unexcused absences of members, other than City Councilmembers, from two or more consecutively scheduled meetings shall result in the automatic vacation of the member's office.
- In the event funding for the committees or commissions is desired, a budget shall be prepared and presented to the City Council for review and approval as part of the Town's regular budget process.
- Any requests by a committee or commission for staff work, information, or assistance from Town Staff shall be made to the City Manager.
- Changes in the dates or time of meetings from the established schedule may be made by majority vote of the committee or commission.

1. **Arts Committee.**

The Arts Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in matters regarding art awareness including, without limitation, the following goals and objectives:
 - i. Fulfill the requirements of the Rita Corbett-Evans estate;
 - ii. Develop a unique arts program specific to the needs of Atherton and the surrounding community;
 - iii. Provide a base and focal point for arts programs in

- Atherton;
- iv. Include a multi-disciplinary range of artistic endeavors including fine, performing, and literary arts as well as crafts.

The Arts Committee shall have the following composition and terms:

Consists of up to ten (10) appointed members. The term of office shall be as follows: Five (5) of the members shall be appointed to a four (4) year term commencing 2008 and ending on April 30, 2012. The remaining members' terms shall be three (3) years commencing 2008 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The Committee meets on the 4th Tuesday of each month at 1:00 p.m. in the Holbrook-Palmer Park Garden Room unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

2. Atherton Rail Committee.

The Atherton Rail Committee shall have the following powers and duties:

- a. Act in an advisory capacity to the City Council upon request in all matters pertaining to rail service in and through the Town;
- b. Research and address the specific impacts that high-speed rail and other rail improvements may have on the Town.

The Atherton Rail Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and up to ten (10) appointed members. The term of office for appointed members shall be a four (4) year term commencing 2007 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets on the first Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair. In addition to other members, persons appointed to the Atherton Rail Committee may be appointed to represent and further the interests of Atherton homeowners and particularly those with properties on and along the Caltrain right-of-way. This declaration is made with specific recognition of the provisions of 2 California Code of Regulations Section 18707.4.

3. Audit Committee.

The Audit Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to the Town's annual audit;
- b. Provide oversight of the annual audit and present and explain the audit to the City Council with recommendations as to acceptance.;
- c. Advise City Council regarding appointment of outside auditors for annual audit;
- d. Review proposed audit scope with outside auditors prior to commencement of annual audit.

The Audit Committee shall have the following composition and terms:

Consists of five (5) members, including two (2) Council Members of the Finance Committee, and three (3) appointed members. The term of office for all appointed members shall end on April 30, 2008. Thereafter, one term shall be for two (2) years ending in April, 2010. The remaining terms shall be for four (4) years ending in April, 2012. Thereafter, the term of office shall be four (4) years. The committee meets as needed in the Conference Room of the Town Administrative Offices.

4. Environmental Programs Committee.

The Environmental Programs Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations (programmatic and legislative) to the City Council upon request on all matters pertaining to the Town's natural and built environment and the Town's regional role and responsibilities as one of the communities on the San Francisco Bay Peninsula.
- b. Develop and propose to the City Council timely and appropriate action plans for the Town to:
 - (i) environmental issues or threats that become matters of concern for the community;
 - (ii) any regulatory statute or legislative changes or policies coming from the county, state or Federal governments on matters of environmental protection or performance; and
 - (iii) technological advancements that can help the Town address environmental issues, threats or legislative requirements. Such issues would include but not be limited to global warming and carbon dioxide emissions, green building guidelines, conservation and diversion, ABAG policies, PG&E and Allied Waste programs or services, e-waste collection and Earth Day and other environmental events.
- c. Create pro-active community engagement programs for residents, commercial and public enterprises active within the Town's jurisdiction for presentation to and consideration by and approval by the City Council.

The Environmental Programs Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and ten (10) residents of the Town. The term of office shall be as follows: Five (5) of the appointed members shall be appointed to a two-year term commencing 2007 and ending April 30, 2009. The remaining members' terms shall be four (4) years commencing 2007 and ending April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets quarterly on the first Wednesday of the month at 10:00 a.m. in the Conference Room of the Town Administrative Offices unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

5. Finance Committee.

The Finance Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town finances;
- b. Consult with the City Manager on matters pertaining to the budget, capital spending plan and the long range financial plan for the Town;

The Finance Committee shall have the following composition and terms:

Consists of two (2) Council Members. The Members also serve on the Audit Committee. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

6. General Plan Committee.

The General Plan Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town planning;
- b. Review the General Plan and make recommendations to the City Council, Planning Commission and Town staff regarding the operation of the ordinances and policies on the subject of Town planning.

The General Plan Committee shall have the following powers and duties:

Consists of two (2) Council Members, two (2) Planning Commissioners and up to five (5) appointed members who are not members of the City Council or Planning Commission. The term of office shall be four (4) years. Planning Commission representatives are selected by the Planning Commission to serve for a term of one (1) year. The committee meets quarterly or more frequently if required on the first Wednesday of the month at 6:00 p.m. in the Town Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

7. Park and Recreation Commission.

The Park and Recreation Commission shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to parks and public recreation and to cooperate with other governmental agencies and public and private groups in the advancement of park and recreation planning and programming;
- b. Develop and maintain a master plan for parks within the Town and, annually, in the month of April, present a report to the City Council.
- c. Review the annual budget for parks and recreation during the process of its preparation and make recommendations with respect thereto to the City Council. This includes recommendations regarding the setting of fees. The budget should contain estimates and recommendations for such long-term capital outlay projects as may be necessary to provide for orderly development of park and recreation areas, buildings and facilities;
- d. Study and make recommendations on the acquisition and development of

- recreation areas, activities and facilities such as playgrounds, buildings, parks, open space and other centers of recreation;
- e. Assist Town staff in the planning of recreation programs for the community, and promote and stimulate public interest therein.

The Park and Recreation Commission shall have the following composition and terms:

Consists of seven (7) appointed members. One member shall be a representative of the Holbrook-Palmer Park Foundation. One member shall be a representative of the Atherton Dames. Each of the foregoing representatives shall serve a term of two (2) years. The term of office for the two (2) members ending April 30, 2008 shall be four (4) years. The term of office for the remaining members shall be four (4) years. Thereafter, each term of office shall be four (4) years. The Park and Recreation Commission meets on the first Wednesday of each month at 6:30 p.m. in Holbrook-Palmer Park unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

8. Screening Committee.

The Screening Committee shall have the following powers and duties:

- a. Interview all applicants for the Planning Commission and committees and commissions as described in Section 1 of this Resolution and make recommendations for appointment(s) to the City Council.

The Screening Committee shall have the following composition and terms:

Consists of two (2) Council Members appointed on a rotational basis so that each member shall serve on the committee before any member serves for a second time. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

9. The Town Center Committee.

The Town Center Committee, an ad hoc committee, shall have the following powers and duties:

- a. Assist the City Council in developing a vision and goals for the Town Center which includes facilities for City Council chambers, Police, Administration, Building, Public Works, Planning and Library functions;
- b. Upon approval of the City Council, the committee may engage Town residents and outside professional services to aid in the visioning process;
- c. Upon approval of the City Council assist in obtaining funds for Town Center improvements.

The Town Center Committee, an ad hoc committee, shall have the following Composition and terms:

Consists of two (2) Council Members. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

10. Transportation Committee.

The Transportation Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to transportation within the Town.

The Transportation Committee shall have the following composition and terms: Consists of five (5) members including two (2) Council Members and three appointed members. The term of office shall be four (4) years. The committee meets on the second Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

This Resolution shall be effective immediately upon adoption. The operative date of this resolution for the General Plan Committee and the Park and Recreation Commission shall be thirty (30) days from and after the date of adoption of the Ordinance rescinding Chapters 2.37 and 2.40 of the Atherton Municipal Code. Resolution 98-06 is hereby rescinded.

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 _____, 2008, by the following vote.

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

James R. Janz, Mayor, Town of Atherton

ATTEST:

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

FROM: JERRY GRUBER, CITY MANAGER

DATE: FOR THE MEETING OF JUNE 18, 2008

SUBJECT: APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR CODE ENFORCEMENT

RECOMMENDATION

Approve an Amendment to the Professional Services Agreement with CSG Consultants, Inc. to provide Code Enforcement Services to the Town of Atherton in the amount of \$53,000.

BACKGROUND

The Town of Atherton currently employs a part-time Code Enforcement Officer from CSG Consultants, Inc., to enforce the municipal code on a complaint basis. The Council, in its regular meeting of July 18, 2007, accepted the Code Enforcement Status Report and directed that the Code Enforcement Program be continued for Fiscal Year 2007-08.

The Code Enforcement Officer will continue to work in response to service requests from residents on a regularly scheduled day to provide the best access for the public with the ability to increase or decrease the schedule or to vary the schedule for a maximum of eight hours per week.

FISCAL IMPACT

The hourly rate has been increased from \$99/hour to \$104/hour. The increase will result in \$53,000, or a \$3,000 increase, for Code Enforcement services. Sufficient funds to provide these services have been recommended in the proposed 2008-09 budget.

Attachment

AGREEMENT FOR PROFESSIONAL SERVICES
by and between the
TOWN OF ATHERTON (Town)
and
CSG CONSULTANTS, INC. (Consultant)

PREAMBLE

This agreement for the performance of professional services ("Agreement") is made and entered into on this **18th day of July, 2007** ("Effective Date"), by and between CSG CONSULTANTS, INC., a California corporation, with its principal place of business located at 1700 S. Amphlett Blvd., 3rd Floor, San Mateo, CA 94402 ("Consultant") and the TOWN OF ATHERTON, California, a California municipal corporation, with its principal place of business located at 91 Ashfield Road, Atherton, CA 94027 ("Town"). Town and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A.** Town desires to secure professional services as described in Exhibit A, entitled "Scope of Services"; for Code Enforcement.
- B.** Consultant represents that it possesses the professional qualifications and expertise to provide such services and
- C.** The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

Except as specified in this Agreement, Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by Town at its own risk and expense. Services to be provided to Town are more fully described in Exhibit A, entitled "Scope of Services." include Code Enforcement assessment and Code Enforcement. All of the exhibits referenced in this Agreement are attached and incorporated by this reference.

2. TERM OF AGREEMENT

- A.** Consultant shall provide the services under the requirements of this Agreement commencing upon the date of execution of this Agreement by the parties. Consultant shall complete services within the time limits set forth in Scope of Services or as mutually determined in writing by Parties.

- B. Unless extended by mutual written agreement of Parties, or terminated earlier in accordance with this Agreement, Consultant's obligation to perform services to be provided under the terms of this Agreement shall continue in full force and effect until June 30, 2008.

3. RESPONSIBILITY OF CONSULTANT

Consultant shall be responsible for the quality, technical accuracy, and coordination of services furnished by it under this Agreement as outlined in Exhibit A. Consultant will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing the same service in the same locale. Consultant shall be solely responsible to Town for the performance of Consultant, and any of his or her employees, agents, subcontractors, or suppliers, under these Agreement Documents.

4. RESPONSIBILITY OF TOWN

- A. Town has established a budget for professional services including all costs as outlined in Exhibits A and B. The City Manager, or designee, shall be Town's authorized representative and will ensure all required budget, purchase orders, service orders and any other internal documentation necessary to comply with the terms of this Agreement are properly and timely prepared in order to enable Consultant to commence and continue services according to terms of the Agreement.
- B. On behalf of Town, the City Manager, or designee, shall be Town's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City Manager, or designee, shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. Consultant shall promptly comply with instructions from City Manager or designee. The City Manager will ensure all required budget, purchase orders, service orders and any other internal documentation necessary to comply with the terms of this agreement are properly and timely prepared in order to enable Consultant to continue services according to the terms of this Agreement.

5. PAYMENT OF COMPENSATION

- A. In consideration for Consultant's performance of services, Town shall pay Consultant for all services rendered by Consultant pursuant to Consultant's Standard Rate Schedule, the current version of which is outlined in Exhibit B, "Services Fee Schedule." Payments made by Town under this Agreement shall be the amounts charged for Services provided and billed by Consultant, subject to verification by Town, pursuant to the standard rates set forth in the "Services Fee Schedule" attached as Exhibit B. Consultant may begin services prior to the effective date of this agreement at its own risk, with the understanding that, upon Town

approval, Town may choose to compensate consultant for services performed prior to Council authorization, with the limits of the City Manager's authority.

B. Consultant shall bill Town on a monthly basis for services provided by Consultant during the preceding month, subject to verification by Town. Payment to Consultant for services will be made within thirty (30) days of date of Consultant invoice. Amounts unpaid 60 days after invoice date shall bear interest at the rate of 1% per month.

C. Compensation for the services hereunder shall be capped at \$50,000.00 unless changed in writing by Town.

6. RIGHT TO TERMINATION

Both parties reserve the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. As of the date of termination, Consultant shall immediately cease all services hereunder, except such as may be specifically approved by both Consultant and Town's authorized representative. Consultant shall be entitled to compensation for all services rendered prior to termination and for any services authorized by the authorized representative thereafter.

7. NO ASSIGNMENT OF AGREEMENT/SUCCESSORS IN INTEREST

This Agreement is a contract for professional services. Town and Consultant bind themselves, their partners, successors, assigns, executors and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of both parties.

8. NO AGENCY

Consultant shall not have authority, expressed or implied, to act on behalf of Town as an agent, or to bind Town to any obligations whatsoever, unless specifically authorized in writing by the City Manager or authorized representative.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an Agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. CONSULTANT IS AN INDEPENDENT CONSULTANT

It is agreed that in performing the work required under this Agreement, Consultant and any person employed by or contracted with Consultant to furnish labor and/or materials under this Agreement is not an agent nor employee of

Town. Consultant has full rights to manage its employees subject to the requirements of the law.

11. CONFIDENTIALITY OF MATERIAL

All memoranda, specifications, plans, data, drawings, descriptions, documents, discussions or other information received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of Town, be used for any purposes other than the performance of the services nor be disclosed to an entity not connected with performance of the services. Nothing furnished to Consultant, which is otherwise known to Consultant or becomes generally known to the public or is of public record, shall be deemed confidential.

12. RIGHT OF TOWN TO INSPECT RECORDS OF CONSULTANT

Town, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant's compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Town. Town shall disallow any expenses not so recorded.

Consultant shall submit to Town any and all reports concerning its performance under this Agreement that may be requested by Town in writing. Consultant agrees to assist Town in meeting Town's reporting requirements to the State and other agencies with respect to Consultant's services hereunder.

13. CORRECTION OF SERVICES

Consultant will be given the opportunity and agrees to correct any incomplete, inaccurate or defective services at no further cost to Town, when such defects are due to the negligence, errors or omissions of Consultant.

14. FORCE MAJEURE

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of any public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes and unusually severe weather if Consultant shall, within ten (10) days

of the commencement of such condition, notify the City Manager who shall thereupon ascertain the facts and extent of any necessary delay, and extend the time for performing services for period of enforced delay when and if the City Manager's determination shall be final and conclusive upon the parties to this Agreement.

15. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background, or marital status, in violation of state or federal law.

16. HOLD HARMLESS/INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Town harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Consultant is legally liable.

Town agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Town's negligent acts, errors or omissions and those of his or her contractors, sub-contractors or consultants or anyone for whom Town is legally liable, and arising from the project that is the subject of this Agreement. Town further agrees to defend Consultant by providing legal counsel for the services that Consultant performs to the same degree and level as if the consultant were a Town employee, excepting Consultant gross negligence or willful misconduct.

Consultant is not obligated to indemnify Town in any manner whatsoever for Town's own negligence.

17. INSURANCE REQUIREMENTS

A. Without limiting Contractor's indemnification of Town, and prior to commencing any Services required under this Agreement, Consultant shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

1. Commercial General Liability Policy (bodily injury and property damage): Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
3. Comprehensive Business Automobile Liability Insurance Policy with policy limits at minimum limit of not less than one million dollars (\$1,000,000) each accident using. Liability coverage shall apply to all owned, non-owned and hired autos.
4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. Coverage shall be in an amount of not less than two million dollars (\$2,000,000) per claim/aggregate.

B. EVIDENCE OF COVERAGE

Prior to commencement of any services under this Agreement, Consultant, shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with endorsements and deductibles indicated in this Agreement. Consultant shall file with Town all certificates for required insurance policies for Town's approval as to adequacy of insurance protection.

18. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated into this Agreement. Such changes, which are mutually agreed upon by Town and Consultant, shall be incorporated in amendments to this Agreement.

19. WAIVER

No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default.

The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this

Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

20. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT

This Agreement embodies the Agreement between Town and Consultant and its terms and conditions. No other understanding, agreements, conversations or otherwise, with any officer, agent or employee of Town prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon Town.

Agreement Documents comprise the entire Agreement between Town and Consultant concerning the work to be performed for this project. Agreement Documents are complementary; what is called for in one of the Agreement Documents is binding as if called for by all of them.

21. SEVERABILITY CLAUSE

In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

If any part of this agreement is for any reason held to be excessively broad as to time, duration, geographical scope, activity or subject, it will be construed, by limiting or reducing it, so as to be enforceable to the extent reasonably necessary for the protection of the parties.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to Town addressed as follows:

City Manager
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

And to Consultant addressed as follows:

Name: CSG CONSULTANTS, INC.
Address: 1700 S. Amphlett Blvd., 3rd floor
San Mateo, CA 94402

23. STATUTES AND LAW GOVERNING CONTRACT

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

24. WAIVER OF CONSEQUENTIAL DAMAGES

Town and Consultant mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this Agreement.

25. DISPUTE RESOLUTION

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and Town regarding the construction or application of this Agreement, and claims arising out of this agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court, State of California, County of San Mateo appoint a mediator. The mediation meeting shall not exceed one day or eight (8) hours. The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. Mediation under this section is a condition precedent to filing an action in any court. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of this Agreement, or to recover damages for the breach thereof, the Party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs and expenses incurred by the prevailing Party.

26. VENUE

In the event that suit shall be brought by either Party, the Parties agree that the venue shall be exclusively vested in the state courts of the County of San Mateo or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco.

27. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and Town.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

TOWN OF ATHERTON, CALIFORNIA,
a California Municipal Corporation

Approved as to form:

Marc G. Hynes,
City Attorney

Alan B. Carlson
Mayor

Attest:

Kathi Hamilton
Acting City Clerk

“Town of Atherton”

CSG CONSULTANTS, INC.
a California Corporation

Richard Mao, P.E.
President
1700 S. Amphlett Blvd., 3rd floor,
San Mateo, CA 94402
Telephone: (650)522-2500
Fax: (650)522-2599

“Consultant”

EXHIBIT A

Scope of Work

Code enforcement services will include assessment, field investigation, follow-up, correspondence, logging and tracking of complaints and cases, public information and related duties as assigned by the City Manager or designee.

CSG will schedule and conduct subsequent inspections until violations are in compliance with Town requirements.

EXHIBIT B
Services Fee Schedule

<u>Position</u>	<u>Hourly Fee</u>
Code Enforcement Consultant	\$99.

Mileage reimbursement will be invoiced at IRS rate plus 15%

Calls for service will be billed for a minimum of four hours



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 JUNE 18, 2008

**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 \$100,000 for 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. This work has been performed satisfactorily.

ANALYSIS:

The services for FY 2008-09 will consist of development of grading and drainage reviews, lot line adjustments, parcel maps and inspections and a fee study for the grading and drainage reviews.

FISCAL IMPACT:

The 2008-09 Budget request includes \$100,000 for contract services for municipal engineering services. The contract amount will be subject to annual review and renewal as a part of the annual budget preparation.

The costs incurred for development reviews for 2007-08 have been substantially covered by fees collected. In 2008-09, more detailed accounting of fees and costs will allow a more detailed evaluation of fees. As a part of the 2008-09 work effort, CSG will review the Town's fee structure 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

PROFESSIONAL SERVICES AGREEMENT FOR
MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT is entered into between the Town of Atherton, a municipal corporation, hereinafter referred to as "the City", and CSG Consultants, Inc., 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 Engineering Services in connection with the reviews of private development projects.

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. This agreement will expire on June 30, 2007 unless extended by the issuance of a new purchase order by the Town. Each new purchase order issued will extend the termination of this agreement for one year.

Consultant shall perform all services and provide all work product required pursuant to this agreement within the calendar days designated on the written notice to proceed for each task assigned, 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 the amount shown on the Purchase Order without express written modification of the Purchase Order signed by the City. The initial Purchase Order for FY 2006-07 will be for \$30,000.

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. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.

c. 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.

d. 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.

(a) 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.

(b) The Consultant shall not perform any work whatsoever as an independent contractor for a client, public or private, in connection with any project located or to be located in whole or in part within the City. It is understood and agreed that neither Consultant nor any of its principals shall have any legal or equitable interests in sub-dividable land, nor engage in any speculative development located or operating within the City.

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:

Gordon Siebert, Vice President, Operations
CSG Consultants, Inc.
1700 South Amphlett Blvd., 3rd Floor
San Mateo, CA 94402

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 _____, 2007.

Town of Atherton

Consultant

By _____
City Manager

By _____

EXHIBIT "A"
SCOPE OF SERVICES
MUNICIPAL ENGINEERING SERVICES

- Review of Tentative Maps and similar private subdivision and/or development applications
- Preparation of Engineering-specific Conditions of Approval related to Tentative Maps and similar private subdivision and/or development applications
- Review of final Subdivision Maps, Lot Line Adjustments, or Lot Merger applications for conformance with the Subdivision Map Act
- Review of private subdivision and/or development improvement plans for both on-site improvements and public right-of-way improvements for compliance with grading, drainage, NPDES, and encroachment standards
- Review of hydrology maps and hydraulic calculations for private and public storm drain systems for compliance with Town standards and State water laws
- Review of Engineer's Estimates for public and private improvements that are subject to bonding requirements, verification of quantities and preparation of fee calculations
- Proactively communicating with private developers and associated design professionals by telephone, e-mail, written correspondence, and face-to-face meetings at the Town or consultant offices, whichever is requested by the applicant, to discuss plan check review comments
- Review of CEQA documents, geotechnical investigations, traffic studies, and similar engineering reports to understand issues that may impact the design of private subdivision or development improvements, and/or public streets or utility infrastructure.
- Preparation of reports to the City Council recommending approval of final subdivision maps and improvement agreements
- Other assignments not specifically listed above, but required during the engineering review of development applications
- The selected consultant may be asked to have a representative present at the Town Offices for up to two days per week for up to four hours per day, to perform said services. If an assignment cannot be completed while the representative is present at the Town Offices, said assignment shall be completed at the consultant's office such that deadlines for deliverable are met. Firms and individuals shall demonstrate sufficient depth of resources to assure timely service delivery and redundant capability.

EXHIBIT "B"
PAYMENT

1. Consultant shall be paid up to \$30,000 as per Exhibit B-1 to complete the scope of work as outline in Exhibit "A" for services during FY 2006-07. Compensation for future years under this agreement shall be as shown on the annual Purchase Order and any amendments thereto.
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. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
3. Compensation shall be paid at the rates shown on Exhibit "B-1".



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: KATHI HAMILTON, ACTING CITY CLERK

DATE: FOR THE MEETING OF JUNE 18, 2008

**SUBJECT: ADOPTION OF RESOLUTIONS PERTAINING TO THE
NOVEMBER 4, 2008, GENERAL MUNICIPAL ELECTION**

RECOMMENDATION:

Staff recommends the adoption of a resolution calling for a General Municipal Election, for the purpose of electing two (2) members of the Atherton City Council, to be held on November 4, 2008; requesting the San Mateo County Board of Supervisors to consolidate the election with any other elections to be held on November 4, 2008; contracting with the Chief Elections Official for the purpose of providing election services; and authorizing the City Manager to sign the service agreement with the County Elections Officer. Further, staff recommends adoption of a Resolution requiring candidates to pay the prorated cost of publication and distribution of the Statement of Qualifications and specifying the length of the Statement.

INTRODUCTION:

Two terms of the Atherton City Council will expire in November 2008. It is, therefore, necessary to take action to begin the General Municipal Election process. The nomination period opens Monday, July 14, 2008, and closes at 5:00 p.m., on Friday, August 8, 2008, unless an incumbent does not file. In the event an incumbent does not file by 5:00 p.m. on August 8, the filing period will be extended to 5:00 p.m. on Wednesday, August 13, 2008.

ANALYSIS:

An attached resolution calls for the election, requests the services of the County Clerk/Registrar of Voters to conduct the election, and requests consolidation of the General Municipal Election with the Presidential Election to be held on November 4,

2008. The County Clerk will verify signatures on all nomination papers submitted, monitor polling places, canvass the returns, and report results of said election.

An attached resolution also establishes a deposit requirement in the amount of \$400 for candidates wishing to file a Statement of Qualifications and sets the length of the statement at 200 words. The City Clerk is authorized to publish a notice of election and perform other duties as necessary in relation to the election.

FISCAL IMPACT:

An estimated cost of \$10,000 is included in the proposed Fiscal Year 2008/09 City Manager's budget.

Prepared by:

Approved by:

Kathi Hamilton
Acting City Clerk

Jerome Gruber
City Manager

Attachment: Resolutions

RESOLUTION NO. 08-

**A RESOLUTION OF THE TOWN OF ATHERTON
CALLING A GENERAL MUNICIPAL ELECTION
TO BE HELD ON TUESDAY, NOVEMBER 4, 2008, FOR THE
ELECTION OF THREE MEMBERS OF THE CITY COUNCIL**

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

WHEREAS, the City Council of the Town of Atherton has need to conduct a General Municipal Election on November 4, 2008, for the purpose of electing two members of the Atherton City Council to four-year terms which will expire during the month of November, 2012; and that the polls for said election will be open from 7:00 a.m. to 8:00 p.m.

WHEREAS, due to the economics involved, the public interest would best be served by consolidating such General Municipal Election with any other elections to be held on November 4, 2008, and by contracting with the County of San Mateo for election services.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the town of Atherton does hereby request the Board of Supervisors of the County of San Mateo to consolidate said General Municipal Election with any other election to be held on November 4, 2008; and

BE IT FURTHER RESOLVED that the City Manager be and he is hereby authorized and directed to enter into a contract with the Chief Elections Official of the County of San Mateo for the purpose of providing election services in connection with said General Municipal Election; and

BE IT FURTHER RESOLVED that the candidates for election may file nomination papers between 8:30 a.m. on July 14, 2008 through 5:00 p.m. on August 8, 2008.

* * * * *

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 18th day of June, 2008, by the following vote:

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

James R. Janz, MAYOR
TOWN OF ATHERTON

ATTEST:

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney

RESOLUTION NO. 08-

**A RESOLUTION OF THE TOWN OF ATHERTON REQUIRING
CANDIDATES TO PAY THE COST OF PUBLICATION AND DISTRIBUTION
OF THE STATEMENT OF QUALIFICATIONS WITH THE SAMPLE BALLOT
AND SPECIFYING THE LENGTH OF THE STATEMENT
AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2008**

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for municipal election, including costs of the candidate statement;

BE IT RESOLVED by the City Council of the Town of Atherton that each candidate who requests that a Statement of Qualifications be published and distributed with the sample ballot for the General Municipal Election, to be held November 4, 2008, shall be charged a deposit of \$400 to cover the cost of publication of such Statement of Qualifications, including the cost of translation of such statement into Spanish and Chinese, if requested by the candidate.

BE IT FURTHER RESOLVED that such Statement of Qualifications may not exceed two hundred words in length.

BE IT FURTHER RESOLVED that such statement will be the only material sent with the sample ballots and no other material will be included for distribution.

* * * * *

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 18th day of June, 2008, by the following vote:

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

ATTEST:

James R. Janz, 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
JEROME GRUBER, CITY MANAGER**

FROM: KATHI HAMILTON, ACTING CITY CLERK

DATE: FOR THE MEETING OF JUNE 18, 2008

**SUBJECT: CONSIDERATION OF DESIGNATING A VOTING DELEGATE AND
ALTERNATE FOR THE 2008 LEAGUE OF CALIFORNIA CITIES
ANNUAL CONFERENCE**

RECOMMENDATION

Mayor Janz recommends appointing Vice Mayor Jerry Carlson as a voting delegate and Council Member Marsala as an alternate to the League of California Cities Annual Conference and Annual Business Meeting to be held in Long Beach from September 24 through September 27, 2008.

BACKGROUND:

The League's 2008 Annual Conference is scheduled for September 24 through September 27, 2008. An important part of the Annual Conference is the Annual Business Meeting, scheduled for 8:30 a.m., September 27, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the city council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, Council may appoint up to two alternate voting delegates. In 2006, the ability to appoint up to two alternates was the result of approval of a League bylaws amendment that increased the number of voting delegate alternates from one to two.

Attachment: Annual Conference Voting Procedures

Please review this memo carefully. New procedures were adopted in 2006 regarding designation of voting delegates and alternates and voting at the Annual Conference.

June 13, 2008

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 24-27, Long Beach**

The League's 2008 Annual Conference is scheduled for September 24-27 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting, scheduled for 8:30 a.m., September 27, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, your city may appoint up to two alternate voting delegates. In 2006, the ability to appoint up to two alternates was the result of approval of a League bylaws amendment that increased the number of voting delegate alternates from one to two.

Please complete the attached Voting Delegate form and return it to the League's office no later than September 5, so that voting delegate/alternates records may be established prior to the conference. At the conference, voting delegate forms may be returned to the Voting Delegate Desk located in the conference registration area.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. At least one must be present at the Business Meeting and in possession of voting card in order to cast a vote. Voting delegates and alternates

-more-

are requested to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegates Desk. This will enable them to receive the special stamps on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **New Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they should be sure to sign in at the Voting Delegate desk and obtain the special stamps on their badges.

The Voting Delegate desk in the conference registration area will be open September 24, 25 and 26, and prior to the Business Meeting on September 27. The conference registration area will open at 12:00 p.m., on September 24, at the Long Beach Convention Center. The Voting Delegate desk will also be open at the Business Meeting, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share it and this memo with your council and especially with the individuals your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by September 5. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2008 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2008 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. We encourage voting delegates and alternates to sign in at the Voting Delegate Desk so that they may receive a special stamp on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates) and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is not either a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the city's voting delegate and alternates wish to sit together, all should sign in at the Voting Delegate desk and obtain the special stamps on their badges.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2008 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by September 5, 2008. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this special area will be limited to individuals (voting delegates and alternates) who are identified with a special stamp on their conference badge. If your city's voting delegate and alternates wish to sit together at the Business Meeting, they are all encouraged to sign in at the Voting Desk in order to obtain the identifying stamp that will admit them to the special voting area.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

ATTEST (I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate.)

Name: _____

Phone: _____

Title: _____

Date: _____

Please complete and return by September 5 to:

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BILL YEOMANS, CONTRACT FINANCE OFFICER

DATE: FOR THE MEETING OF JUNE 19, 2008

SUBJECT: APPROVAL OF A RESOLUTION ADOPTING THE FISCAL YEAR 2008-09 BUDGET

RECOMMENDATION:

Approve the attached resolution adopting of the Fiscal Year 2008-09 Budget.

DISCUSSION

The City Council held a Special Budget Meeting on June 11, 2008, to review the Recommended Budget for Fiscal Year 2008-09.

As a result of that meeting, staff has revised the Budget Balancing Worksheet (attached with recent changes highlighted):

<u>Change</u>	<u>General Fund Balance Impact</u>
1. Police SRO Officer restored	-\$145,000
2. Police B&W vehicle replacement reduced from 2 to 1	+ 30,000
3. Police charges for vehicle replacement reduced to actual cost	+ 73,049
4. Estimated Revenues increased	
Supplemental Property Tax	+ 30,000
Franchise Taxes	+ 30,000
Fines	+ 10,000
Fees for Planning, Public Works	+ 30,000

- | | |
|--|----------|
| 5. Police long guns restored | - 12,000 |
| 6. Police Salary savings adjusted | + 15,000 |
| 7. The Planning Contract has increased | - 30,000 |

As a result of these changes, the General Fund Balance is anticipated to increase over Fiscal Year 2008-09 by \$4,636.

The impact on the Vehicle Replacement Fund is also shown on the spreadsheet.

The Library Special Revenue Fund budget has also been redrafted since the last meeting and the recommended budget for that fund is attached. The new budget reflects the needs assessment for a new Library Building, and equipment and work requested for FY2008-09 by the County Library.

A revised Fund Balance statement for FY 2008-09 is attached showing the full budget for all funds if this budget is adopted without any further changes.

Upon closure of the public hearing, staff recommends the adoption of resolution 08- as presented or as modified pursuant to any changes in the budget that the Council wishes to be made.

FISCAL IMPACT:

The fiscal impact of staff’s recommendation is documented within the proposed FY 2008-09 budget as revised by the transmittal letter.

Prepared by:

Approved by:

 Bill Yeomans
 Contract Finance Officer

 Jerome Gruber
 City Manager

Attachments:

- Budget Balancing FY08-09 (revised)
- Library Fund Budget FY08-09 (revised)
- Budget Summary FY2008-09 (revised)



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: BILL YEOMANS, INTERIM FINANCE OFFICER

DATE: FOR THE SPECIAL MEETING OF JUNE 11, 2008

**SUBJECT: CONSIDERATION AND POSSIBLE APPROVAL OF A
RESOLUTION ADOPTING THE FISCAL YEAR 2008-09 BUDGET**

RECOMMENDATION:

Approve the attached resolution adopting of the Fiscal Year 2008-09 Budget.

DISCUSSION

Attached is the City Manager's recommended operating and capital budget for FY 2008-09.

This document includes:

- A transmittal letter providing an overview of the FY 2008-09 Budget, including an attachment indicating budget changes recently arrived at with the Finance Committee.
- An itemization of recommended appropriations and revenue estimates for the upcoming fiscal year by fund, account and program;
- Recommended funding levels for the Town's capital improvement program;
- Supplementary information, such as a comparative analysis of current and prior year staffing levels, general fund balance, real property assessments and apportionments; and

- An intermediate-range financial plan illustrating the anticipated revenues, expenditures and general fund balance for the years ended June 30, 2008 through 2012.

During the special Council meeting of June 11, 2008, staff is prepared to respond to questions from the Council or from the public relevant to the proposed FY 2008-09 Operating and Capital Budget.

Upon closure of the public hearing, staff recommends the adoption of a resolution as presented or as modified pursuant to any changes in the budget that the Council wishes to be made.

FISCAL IMPACT:

The fiscal impact of staff's recommendation is documented within the proposed FY 2008-09 Budget as revised by the transmittal letter.

Prepared by:

Approved by:

Bill Yeomans
Interim Finance Officer

Jerome Gruber
City Manager

Attachment:
City Manager's Recommended Budget for FY2008-09

BUDGET BALANCING -- FY 09

Dpt	Description	Beginning Fund Balance 7/1/2008	Revenues	Transfers	Expenditures	Ending Fund Balance 6/30/2009	Net Gain (Loss)	Account Code
101	General Fund	9,145,527	10,192,522	540,000	11,394,403	8,483,646	(661,881)	
	Eliminate transfer to Building Facilities		360,000			360,000		
	Eliminate transfer from Parcel Tax		(650,000)			(650,000)		
CM	Contingency				(50,000)	50,000		101 12 3702 121
	Training & Meetings				(3,000)	3,000		101 12 3306 121
	Training & Meetings				(1,500)	1,500		101 12 3306 122
	Training & Meetings				(1,500)	1,500		101 12 3306 123
	Council audio				(25,000)	25,000		101 12 3500 121
	Furniture				(5,000)	5,000		101 12 3514 121
CA	Outside attorneys				(75,000)	75,000		101 16 3103 161
F	Temp Salaries				(15,000)	15,000		101 18 3005 181
B	Code Enforcement				(10,000)	10,000		101 25 3163 125
PL	Contract				(20,000)	100,000		101 25 3108 126
	Revenues -- Planning, PW		80,000					101 0 164x 0
PD	Admin Asst to 75%				(75,000)	75,000		101 40 3001 140
	Admin Asst to 75%				50,000	(50,000)		101 40 3002 140
	Police Officer SRO							101 40 3001 141
	Police Officer Narc				(145,000)	145,000		101 40 3001 141
	Other-Equip. Guns							101 40 3503 141
	Radar				(10,000)	10,000		101 40 3511 144
	Intersection cameras				(18,000)	18,000		101 40 3503 143
	IT				(10,000)	10,000		101 40 3513 143
	Equipment Replacement Charge				(73,049)	73,049		101 40 3930 140
Revs	Supplemental Property Tax		30,000			30,000		101 40 1030 140
	Franchise-Gas & Electric		10,000			10,000		101 40 1210 140
	Franchise Water		20,000			20,000		101 40 1211 140
	Fines		10,000			10,000		101 40 1430 140
PW	Traffic & speed studies				(30,000)	30,000		101 50 3107 550
	Lease Trailer				(21,968)	21,968		101 50 3401 559
	Porch for Trailer				(13,000)	13,000		101 50 3510 559
	Paint				(37,000)	37,000		101 50 3510 559
	Recarpet				(32,000)	32,000		101 50 3510 559
	Business License		50,000			50,000		101 0 1310 0
Corrections								
PD	Retiree Health				100,000	(100,000)		101 40 3042 140
	Police Salaries				(90,500)	90,500		101 40 3001 140
	Police Officer				(145,000)	145,000		101 40 3001 141
	Cuts		200,000	(290,000)	(621,017)	531,017		
	Corrections				(135,500)	171,017		
	TOTAL	9,145,527	10,392,522	250,000	10,637,886	9,150,163	4,636	
610	Vehicle Replacement Fund	361,251	132,669		156,000	337,920	(23,331)	
	Reduce one police vehicle				(31,000)	31,000		610 18 3512 184
	Charge to Police reduced to actual cost		(73,049)			(73,049)		610 0 1930 0
	TOTAL	361,251	59,620		125,000	295,871	(65,380)	

Department: Public Works (00)

Program:

Library Fund (213)

Account Numbe: Account Description	Prior Actual 2006-07	Current Budget 2007-08	Projected Expense 2007-08	Manager Recommend 2008-09
3001 Regular Salaries	\$ -	\$ -		
3005 Temporary Help	1,223	4,180	2,000	4,000
3006 Overtime		-		
3030 PERS Retirement		63	50	
3042 Health Insurance		209	-	
Other Benefits	161	209	200	
Salaries & Benefits	1,384	4,661	2,250	4,000
3111 Equipment Maint. Other		-		
3122 Facility Repair	1,602	433	1,000	1,000
3124 Custodial Services	4,953	4,944	4,944	7,500
3152 Employee Assistance		-		
3165 Other Contract Services	25,363	37,360	25,363	75,600
Contract Services	31,918	42,737	31,307	84,100
3201 Office Supplies		-		
3240 Building Supplies		7,500		2,800
3513 Computer Equipment		-		
3244 Construction Materials	-	52		
3260 Other Supplies and Materials	-	11,100		1,000
Supplies & Material	-	18,652	-	3,800
3303 Postage		-		
3304 Utilities	8,744	9,476	8,744	10,000
3305 Communication		-		
3320 Property Taxes		-		
3321 Liability Insurance		-		
3322 Liability Claims		-		
General Expenses	8,744	9,476	8,744	10,000
3403 Rent - Tools & Equipment		-		
Rents & Leases	-	-	-	-
3510 Building Improvements				77,000
3511 Machinery & Equipment				15,000
3513 Office Machines and Furniture		2,800		10,000
3514 Vehicles & Accessories		-		
Facility & Equipment	-	2,800	-	102,000
Total	\$ 42,046	\$ 78,326	\$ 42,301	\$ 203,900

**Town of Atherton
Budget Summary
Fiscal Year 2008-09**

Fund	Description	Beginning Fund Balance July 1, 2008 Projected	Revenues Projected	Transfers	Expenditures Projected	Ending Fund Balance June 30, 2009 Projected
101	General Fund	\$ 9,145,527	\$ 10,392,522	\$ 250,000	\$ 10,637,886	\$ 9,150,163
	Special Revenue Funds:					
105	Tennis	29,770	8,000		7,176	30,594
201	Parcel Tax	1,264,899	1,858,000	(150,000)	1,835,000	1,137,899
202	Transportation	267,107	280,000		464,845	82,262
203	Street Improvement	143,249	139,000	(100,000)	175,000	7,249
208	Police on the Street	4,455	-		-	4,455
209	Law Enforcement	16,556	100,000		100,000	16,556
210	Road Impact Fees	771,309	1,265,033		2,020,500	15,842
211	Grants	440,486	247,300		646,300	41,486
213	Library Special Revenue	3,182,622	650,000		203,900	3,628,722
	Sub Total	<u>\$ 6,120,454</u>	<u>\$ 4,547,333</u>	<u>\$ (250,000)</u>	<u>\$ 5,452,721</u>	<u>\$ 4,965,066</u>
	Capital Projects Funds:					
401	Capital Improvement	102,900	27,200		96,200	33,900
402	Storm Drainage	43,761	21,000		20,049	44,712
403	Channel Drainage District	115,783	79,666		110,000	85,449
406	Building Facilities	71,147	20,000	-	-	91,147
	Sub Total	<u>\$ 333,591</u>	<u>\$ 131,866</u>	<u>\$ -</u>	<u>\$ 226,249</u>	<u>\$ 255,208</u>
	Internal Service Funds:					
610	Vehicle Replacement	361,251	59,620		125,000	295,871
611	Information Technology	71,198	109,641		112,751	68,088
612	Administrative Services	198,877	311,024		335,480	174,421
	Sub Total	<u>631,326</u>	<u>553,334</u>	<u>-</u>	<u>573,231</u>	<u>538,380</u>
	Trust and Agency Funds:					
715	Evans Creative Design	120,219	14,500		11,500	123,219
740	Tree Committee	41,619	4,600		1,900	44,319
	Sub Total	<u>161,838</u>	<u>19,100</u>	<u>-</u>	<u>13,400</u>	<u>167,538</u>
	Grand Total	<u><u>\$ 16,392,736</u></u>	<u><u>\$ 15,644,155</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 16,903,487</u></u>	<u><u>\$ 15,076,355</u></u>

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
ADOPTING THE FISCAL YEAR 2008-2009 OPERATING AND CAPITAL BUDGET**

WHEREAS, the City Council of the Town of Atherton set June 11, 2008 at the Town of Atherton City Council Chambers, 94 Ashfield Road, Atherton, California, as the time and place for the public hearing on the adoption of the Fiscal Year 2008-2009 Operating and Capital Budget; and

WHEREAS, notice of said hearing was duly given by posting the time and place of said hearing at designated places in accordance with Chapter 2.08 of the Municipal Code of the Town of Atherton; and

WHEREAS, said Council held a public hearing on the Proposed Fiscal Year 2008-2009 Operating and Capital Budget on June 11, 2008; and

WHEREAS, it appears to be in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2008-2009 Operating and Capital Budget be adopted in the format set forth in Exhibit A, attached hereto, and by reference incorporated herein; and

WHEREAS, the budget was made available for public view at the Town Hall, 91 Ashfield Road, Atherton, California, and the Town Library, 2 Dinkelspiel Station Lane, Atherton, California.

NOW THEREFORE, BE IT RESOLVED, that the Fiscal Year 2008-2009 Operating and Capital Budget totaling \$16,903,886, which includes the General Fund Operating Budget of \$10,637,886, Other Funds' Operating Budgets of \$897,707, and the Capital Budget of \$5,367,894, as set forth in Exhibit A, attached hereto and by reference incorporated herein, be adopted for Fiscal Year 2008-2009.

BE IT FURTHER RESOLVED, that the City Clerk of the Town of Atherton is hereby directed to forward a copy of said approved and adopted budget to the County Controller of San Mateo County for filing pursuant to Government Code Section 53901.

* * * * *

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 special meeting thereof held on the 11th day of June 2008, by the following vote:

*AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:*

James R. Janz, Mayor
Town of Atherton

ATTEST:

Kathi Hamilton, City Clerk

Approved as to Form

Marc Hynes, City Attorney

EXHIBIT "A"

THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: That an Appropriation-Expenditure Budgeting System entitled Expenditure Control Budget (ECB) is hereby adopted. The system consists of:

- **Present Personnel Policies, Procedures, and Memorandum of Understanding, including salary schedules and benefits, except as hereinafter changed by resolution or ordinance of the City Council.**
- **The Expenditure Control Budget will show overall General Fund and other funds and/or departments.**
- **This system will apply to Operating and Capital Budget Expenditures as intended for use in Fiscal Year 2008-2009.**
- **All encumbered expenditures from the Fiscal Year 2007-2008 Adopted Budget shall be carried forward and re-appropriated in Fiscal Year 2008-2009. Said encumbered expenditures to be re-appropriated in Fiscal Year 2008-2009 must be initiated by the Department Heads, recommended by the Finance Director, and approved by the City Manager.**
- **Capital Project Commitments: Capital projects for which funds are appropriated in the budget year shall have those funds restricted for use for that project. Such appropriations will continue to be valid in subsequent fiscal years until the project is completed or the Council takes subsequent action to de-appropriate all or part of the funds originally restricted. If a capital project requires an additional appropriation in excess of 5% of its budget, then City Council approval shall be required.**
- **General Fund Balance: The General Fund will maintain a Reserved Balance of \$ 5.3 million to maintain the City's credit worthiness, and to adequately provide for economic uncertainties, cash flow needs, contingencies, or local disasters.**
- **The City Manager is authorized to make any transfers of Operating Budget appropriation balances between departments and/or programs whenever he deems it necessary to do so in order to carry out the service level objectives and work programs established by the City Council. The City Council will be promptly advised of transfer of operating budget appropriations.**
- **This budget system assumes existing service levels; Council approval will be required for any significant changes involving increased or decreased service levels.**
- **The Department of Finance shall be responsible for constant monitoring of the budget and shall establish and implement appropriate control mechanisms necessary for said purpose after consultation with city staff, and approval by the City Manager.**

A monthly financial report shall be prepared by the Finance Director for each department and/or program and/or capital project

Section 2: The FY 2008-09 General Fund Operating Budget Programs are hereby adopted, establishing the following projected General Fund Revenue and General Fund Expenditures

FY 2008-09 GENERAL FUND REVENUE ESTIMATES & EXPENDITURE BUDGET

General Fund Revenues:

Property Tax	4,731,282
Other Tax	1,699,535
Licenses and Permits	1,870,000
Fines and Forfeitures	41,000
From Other Agencies	782,706
Current Service Charges	723,000
Investment and Rental Income	511,000
Other Revenues	34,000

Sub-total Revenues: 10,392,522

Transfers:

Capital Projects direct Charge	150,000
Transfer from Parcel Tax	
Transfer from Gas Tax	100,000
Transfer to Building Facilities	

Sub-total Transfers: 250,000

General Fund Expenditures:

City Council	37,277
City Manager	737,136
City Attorney	206,228
Finance Dept.	442,256
Building Dept.	1,542,253
Police Dept.	5,151,585
Public Works Dept.	2,521,151

Total Expenditures: 10,637,886

Section 3: FY 2008-09 all Funds Operating and Capital Budgets are hereby adopted, establishing the following revenue estimates and expenditure budgets:

Revenues:

GENERAL FUND	10,392,522
SPECIAL REVENUE FUNDS	
Transportation Fund	280,000
Parcel Tax Fund	1,858,000
Gas Tax Fund	139,000
Road Construction Impact Fees Fund	1,265,033
State COPS Fund	100,000
Tennis Program Fund	8,000
State Park Grant Fund	247,300
Library Special Revenue Fund	650,000
CAPITAL PROJECT FUNDS	
Capital Improvement Fund	27,200
Storm Drainage Fund	21,000
Channel Drainage District Fund	79,666
Facilities Construction Fund	4,000
INTERNAL SERVICES FUNDS	
Information Technology Fund	109,641
Administrative Services Fund	311,024
Vehicle Replacement Fund	132,669
TRUST & AGENCY FUNDS	
Evans Estate Fund (Art Committee)	14,500
Tree Committee Fund	4,600
Total Revenues:	15,644,155

Expenditures:

GENERAL FUND	10,637,886
SPECIAL REVENUE FUNDS	
Parcel Tax Fund	1,835,000
Transportation Fund	464,845
Gas Tax Fund	175,000
Road Construction Impact Fees Fund	2,020,500
State COPS Grant	100,000
State Park Grant Fund	646,300
Tennis Program Fund	7,176
Library Special Revenue	203,900
CAPITAL PROJECT FUNDS	
State Drainage Fund	20,049
channel Drainage District Fund	110,000
Park Playground Fund	
Facilities Construction Fund	
Capital Improvement	96,200
INTERNAL SERVICES FUNDS	
Information Technology Fund	112,751
Administrative Services Fund	335,480
Workers Comp Insurance Fund	
Vehicle Replacement Fund	125,000
TRUST AGENCY FUNDS	
Evans Estate Fund (Art Committee)	11,500
Tree Committee Fund	1,900
Total Expenditures:	16,903,487



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: BILL YEOMANS, INTERIM FINANCE OFFICER

DATE: FOR THE SPECIAL MEETING OF JUNE 18, 2008

**SUBJECT: CONSIDERATION AND POSSIBLE APPROVAL OF A
RESOLUTION ADOPTING THE FY 2008-09 APPROPRIATIONS
LIMIT AND SUPPORTING CALCULATIONS**

RECOMMENDATION:

Approve the adoption of the FY 2008-09 appropriations limit and supporting calculations.

DISCUSSION

Pursuant to Article XIII B of the California Constitution, the Town of Atherton is required to adopt a resolution that:

- Establishes the appropriations limit at the beginning of each fiscal year; and
- Documents the procedures used to arrive at said limit.

Accompanying this staff report is the recommended appropriations limit and supporting schedules.

Should the City Council choose to make any changes to the recommended budget, the appropriations limit resolution and supporting schedules will be modified accordingly.

As indicated in the Attachment II to the appropriations limit resolution, the FY 2008-09 appropriations limit will amount to \$9,818,431. The appropriations limit, therefore,

exceeds the \$5,980,240 of appropriations subject to the appropriations limit by \$3,838,192.

FISCAL IMPACT:

While the adoption of an appropriations limit resolution is required by the California Constitution, there is no direct fiscal impact from implementation of staff's recommendation.

Prepared by:

Approved by:

Bill Yeomans
Interim Finance Officer

Jerome Gruber
City Manager

Attachment

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
APPROVING APPROPRIATIONS LIMIT AND CALCULATIONS FOR
FISCAL YEAR 2008-2009**

WHEREAS, the Finance Director has calculated the fiscal year 2008-2009 appropriations limit for the Town of Atherton in accordance with applicable State law; and

WHEREAS, the San Mateo County annual percentage change in population is 1.27% and the per capita personal income percentage change is 3.28% (noting that both amounts are supplied by the Finance Department, State of California).

WHEREAS, the Finance Director has recommended approval of said limit at \$9,818,431 and its calculations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve the appropriations limit of \$9,818,431 and its calculations as set forth in Attachment 1 through 3, the copies of which are attached hereto.

* * * * *

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 June, 2008, by the following vote:

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

James R. Janz, MAYOR
Town of Atherton

ATTEST:

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc Hynes, City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: BILL YEOMANS, INTERIM FINANCE OFFICER

DATE: FOR THE MEETING OF JUNE 18, 2008

SUBJECT: RESOLUTION TO LEVY SPECIAL PARCEL TAX

RECOMMENDATION:

State the Findings and Adopt a resolution establishing a Special Tax for Municipal Services for the Fiscal Year 2008-09.

DISCUSSION:

On June 7, 2005, the residents of Atherton approved Ordinance No. 555 establishing a special municipal tax. FY 2008-09 will be the fourth year in which the five-year special municipal tax has been in effect.

The FY 2008-09 budget approved by Council on June 18th includes an estimate of parcel tax revenue in the amount of \$1,858,000. The recommended parcel tax levy is unchanged from the levy adopted in FY 2006-07.

The FY 2008-09 recommended budget documents how the staff recommends the proceeds of the parcel tax levy be expended. The entire \$1,858,000 (100 %) of the proposed levy will be used to defray the direct and indirect costs of improvements to the Town's roadways and drainage systems.

If the Council adopts the attached resolution, the tax will be collected for the Town of Atherton by San Mateo County as part of the regular property tax bill due and payable in December 2008

and April 2009. The taxes for each parcel classification are listed on Exhibit A of the resolution.

FISCAL IMPACT:

If the Council approves the tax levy as is proposed in the attached resolution, the Special Municipal Tax will generate an estimated \$1,858,000, which would be expended upon capital improvements to the Town of Atherton's roads and drainage systems.

Prepared by:

Approved by:

Bill Yeomans
Interim Finance Official

Jerome Gruber
City Manager

RESOLUTION 08-__

A RESOLUTION OF THE TOWN OF ATHERTON
ESTABLISHING A SPECIAL TAX FOR MUNICIPAL SERVICES
FOR THE FISCAL YEAR 2008-2009

WHEREAS, there is Ordinance No. 555 of the Town of Atherton authorizing the City Council to establish a Special Tax Levy on all properties with the Town of Atherton; and

WHEREAS, such Special Tax must be utilized to finance the cost of municipal services during the year as authorized; and

WHEREAS, such Special Tax was approved by at least two-thirds of the voters voting in the June 7, 2005, Special Tax Election, at which time Ordinance No. 555 was presented to the electorate; and

WHEREAS, the City Council has held all public hearings, and made deliberations and findings of fact, as required by Ordinance No. 555.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton hereby levies a Special Tax for municipal services in accordance with the tax rates attached and shown as Exhibit "A".

BE IT FURTHER RESOLVED that such tax shall be collected by the Tax Collector of the County of San Mateo in accordance with standard procedures and agreement between the Town of Atherton and the County of San Mateo, providing for such collection.

* * * * *

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 18th day of June, 2008, by the following vote:

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

James R. Janz, Mayor
TOWN OF ATHERTON

ATTEST:

Kathi Hamilton
Acting City Clerk

APPROVED TO FORM:

Marc G. Hynes, City Attorney

EXHIBIT “A”

**2008-2009 SPECIAL TAX RATE
FOR MUNICIPAL SERVICES**

Within the 2008-2009 annual budget is a revenue estimate of \$1,858,000 to be derived from the Special Municipal Tax as authorized by Ordinance 555 of the Town of Atherton.

This amount will be raised by the levy of the following tax rates for each of the categories listed below:

<u>Category</u>	<u>Rate</u>
1. For each dwelling on parcel with an area of less than 1/4 acre.	\$450
2. For each unimproved parcel with an area of less than 1/4 acre.	225
3. For each dwelling on parcel with an area of 1/4 acre but less than 1/2 acre.	570
4. For each unimproved parcel with an area of 1/4 acre but less than 1/2 acre.	285
5. For a dwelling on parcel with an area of 1/2 acre but less than 2 acres.	750
6. For each unimproved parcel with an area of 1/2 acre but less than 2 acres.	375
7. For each dwelling on parcel with an area of 2 acres or more.	960
8. For each unimproved parcel with an area of 2 acres or more.	480
9. For each private club.	10,000
10. For each parcel available for tax owned by a utility which serves Atherton area.	450
11. For each parcel available for tax owned by a utility which does not directly serve the Atherton community.	750

The records of the San Mateo County Assessor, as of each year, shall determine whether or not any particular lot is unimproved for purposes of this ordinance.

Findings for Special Parcel Tax

The City Council determines that the appropriations in the FY 2008-09 Budget and the uncompleted capital improvements in the Pavement Management Program – Budget Option Report (December 2005) and the Town-wide Drainage Study (“Nolte Study” June 2001) exceed the projected revenues from other sources by more than the tax [estimated at \$1,858,000] to be levied for FY 2008-09.



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 JUNE 18, 2008

SUBJECT: SIDEWALK REPAIRS FOR LLOYDEN PARK

RECOMMENDATION:

Select one alternative method of repairs for Lloydden Park damaged sidewalks and give direction to staff.

INTRODUCTION:

The Atherton Municipal Code Section 12.06.020 states:

It is the intent of the encroachment regulations to preserve the rural nature of the town and to leave the lot frontage strip portion of the public right-of-way safe, clear of obstacles and impervious surfaces, for drainage, parking, access and other similar uses. It is the intent of this chapter to clarify that it is the responsibility of adjoining property owners to maintain such areas. (Ord. 503 § 1 (part), 1999)

Section 12.06.040A states:

“Lot frontage strip” means that portion of the public right-of-way between the property line and the paved street.

The Atherton Municipal Code does not contain further provisions for maintenance, so the state code provisions continue to apply.

The California Street and Highways Code, Section 5600 states:

As used in this chapter "sidewalk" includes a park or parking strip maintained in the area between the property line and the street line and also includes curbing, bulkheads, retaining walls or other works for the protection of any sidewalk or of any such park or parking strip.

Section 5610 states:

The owners of lots or portions of lots fronting on any portion of a public street or place when that street or place is improved or if and when the area between the property line of the adjacent property and the street line is maintained as a park or parking strip, shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those works or areas save and except as to those conditions created or maintained in, upon, along, or in connection with such sidewalk by any person other than the owner, under and by virtue of any permit or right granted to him by law or by the city authorities in charge thereof, and such persons shall be under a like duty in relation thereto.

Section 5611 states:

When any portion of the sidewalk is out of repair or pending reconstruction and in condition to endanger persons or property or in condition to interfere with the public convenience in the use of such sidewalk, the superintendent of streets shall notify the owner or person in possession of the property fronting on that portion of such sidewalk so out of repair, to repair the sidewalk.

Most cities continue to use the provisions of the state code, unless and until they decide to take over maintenance of the sidewalks. This is usually done as a risk reduction measure. Our insurer, ABAG, has a program for cities to inspect and remediate sidewalk obstructions. In our recent ABAG audit, the sidewalks in Lloyd Park were highlighted as an area where annual inspections and remediation were needed.

Staff conducted inspections and found 17 locations requiring remediation. ABAG's program contributed \$5,000 towards a total \$10,000 cost for grinding remediation of 10 of the 17 sites but does not contribute towards the reconstruction required for the other 7 locations. Note that the 7 locations of heavy damage are all as a result of the roots from property trees buckling the sidewalk. Repair of these locations would also require root pruning of the property tree. Staff placed temporary asphalt at these 7 locations to ramp over the trip hazard, but the sidewalk buckling is still an undesirable potential hazard.

Staff prepared letters to the 7 remaining locations, pursuant to the state code, requiring reconstruction of the sidewalks that were too badly damaged for remediation under the ABAG program. Some of those 7 property owners objected to being required to pay for the reconstruction, and asked that the City Council consider taking over maintenance of the sidewalks.

ANALYSIS:

One issue for the Council to consider is that often the courts will hold the property owner and the Town jointly liable for sidewalk trip-and-fall injuries. In negligence law, the Town should only be held liable if they are on notice of the damage; however, courts have held the Town to a doctrine of constructive notice. This is apparently on the theory that the Town should be inspecting the sidewalks and sending notices to the property owners, and should do this process more often and should more aggressively pursue remediation.

The Town's deductible is \$25,000, and if there is an injury, our insurer will try to settle for an amount as close to \$25,000 as possible. Costs to litigate that the property owner should be liable would cost much more, and would probably not be completely successful, in light of the history of court rulings. For this reason, it could be argued that the cost to the Town of sidewalk reconstruction may be offset by the reduced risk to the Town.

On the other hand, it is arguable that the property owner, who lives there, should be more aware of the condition of their sidewalk than the Town. Also the cost of reconstructing the sidewalk in front of a property will reduce the property owner's risk of a trip-and-fall claim on their homeowner's insurance. Many homeowners' policies have a deductible equal to or greater than the cost of reconstruction of their sidewalk.

ALTERNATIVES

There are essentially two alternatives for the council to choose:

1. No change – Continue enforcing the Municipal Code and the state Street and Highways Code, and continue to require heavily damaged sidewalks to be repaired by the adjacent property owner. The ABAG program will continue to pay for minor remediation, but not reconstruction, up to \$5,000 per year. Staff will continue to inspect, perform minor remediation by contract, and notice property owners when reconstruction is required.
2. Assume complete maintenance of the sidewalks in Lloyd Park. In order to do this, a right-of-entry and waiver of liability would be required from each property owner to allow required root pruning of the property tree. If the property owner was unwilling to grant the right-of-entry and waiver of liability, they could elect to root prune their own tree, or to perform the reconstruction without root pruning, assuming responsibility for ongoing maintenance from continued growth of the roots.

In order to accomplish Alternative 2, Council would need to pass a resolution assuming responsibility for sidewalk maintenance within Lloyd Park, and include budget authorization for reconstruction of the 7 locations currently requiring reconstruction.

FISCAL IMPACT:

The cost this year for reconstruction of the damaged sidewalks shown by inspections would be approximately \$35,000, consisting of \$25,000 for concrete work, and approximately \$10,000 for tree root pruning and root barriers. This cost would need to be amended into the FY 2008-09 budget under Other Contract Services (3165) in the Streets.(553) section of the Public Works Department operations budget.

There would also be an ongoing cost in future years should other trees, or other causes such as cracking of previously remediated areas, require additional reconstruction of sidewalks in Lloyd Park.

Prepared By:

Approved by:

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

Jerry Gruber
City Manager

Attachments:



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: JEROME D. GRUBER

DATE: FOR THE MEETING OF JUNE 18

**SUBJECT: ADOPTION OF GOALS AND OBJECTIVES FROM MAY 2,
2008, COUNCIL/STAFF WORKSHOP**

RECOMMENDATION:

Discuss and consider approving five major goals from the May 2 workshop facilitated by Carl Neu.

INTRODUCTION:

On May 2, 2008, a Town Council Leadership Workshop II was conducted by Carl Neu of Neu and Associates. This workshop was a continuation of the workshop conducted by Mr. Neu on March 7-8 of 2008. The purpose of the May 2, 2008, workshop was to focus on establishing Goals and Objectives for the Town and to incorporate those Goals into the 2008/2009 budget process. The City Council and members of the senior management team, including the Town's legal counsel, took part in an exercise that narrowed down the City Council's high-priority goals. Those five goals are as follows:

1. Obtain approval by residents of long- term financing mechanisms for the Town of Atherton. The City Council voted three in support, and seven senior management staff members voted in support.
2. Obtain Town of Atherton Housing Element State Certification. The City Council voted four in support, and six senior management staff members voted in support.

3. Determine the feasibility, politically, economically, and operationally, of a new or remodeled Atherton Town Center and implement recommendations from the feasibility study. The City Council voted four in support, and seven senior management staff members voted in support.
4. Fund and build quad gates at train crossing, implement quiet zones and get Caltrain to accommodate Atherton's concerns with running high-speed rail through Atherton. The City Council voted three in support, and two senior management staff voted in support.
5. Determine the feasibility of annexation for (commercial and residential) and if feasible, pursue annexation of designated areas. The City Council voted three in support, and two senior management staff voted in support.

ANALYSIS:

A more thorough and detailed analysis will be required for items 1, 3 & 5. Item 2 has been incorporated into the fiscal 2008/2009 budget, and Item 4 has been funded by Caltrains.

FISCAL IMPACT:

A more thorough and detailed financial analysis will be required for Items 1, 3 & 5. Item 2 has been incorporated into the fiscal 2008/2009 budget and Item 4 has been funded by Caltrains.

Attachments: Page 6 from Carl Neu's final comments from the May 2, 2008 Town Council Leadership Workshop II

17. Determine feasibility of annexation (commercial and residential) and, if feasible, annex designated areas.

C. Identification of City Council High-Priority Goals.

Once the 17 proposed goals were identified, each of the workshop participants (4 council members and 7 senior staff members) were given an opportunity to select 7 of the 17 proposed goals as their choice for High-Priority Goals. For a goal to be selected as a High-Priority Goal, it had to be supported by a majority of the council. Staff members were given an opportunity to indicate their preferences, but the selection of High-Priority Goals is the prerogative of the town council as the Atherton governing body of elected officials. The following proposed goals were identified by a majority of the council members as High-Priority Goals.

1. Obtain approval by residents of long-term financing mechanism for the Town of Atherton. (Town Council – 3; Senior Management Staff – 7)
4. Obtain Town of Atherton Housing Element State Certification. (Town Council – 4; Senior Management Staff – 6)
5. Determine feasibility (political, economic, and operational) of a new or remodeled Atherton Town Center, and implement recommendations from the Feasibility Study. (Town Council – 4; Senior Management Staff – 7)
11. Fund and build quad gates at train crossing, and implement quiet zone or get CALTRAN/High Speed Rail to accommodate Town concerns in running high speed rail through Atherton. (Town Council – 3; Senior Management Staff – 2)
17. Determine feasibility of annexation (commercial and residential) and if feasible, pursue annexation of designated areas. (Town Council – 3; Senior Management Staff – 2)

D. Possible Selection of Other Goals as “Lower-Priority” Goals.

Because the council members were given a “forced choice” of up to 7 selections for High-Priority Goals, a number of the proposed goals were not included in the High-Priority category. However, some of the other proposed goals may be of sufficient importance to a majority of the council that they would like to state them as definite council goals of lower priority. Goals 2, 3, and 15 were identified as potentially Lower-Priority Goals. For one of these proposed goals to be selected as a Lower-



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: MARC G. HYNES, CITY ATTORNEY

DATE: CITY COUNCIL MEETING OF JUNE 18, 2008

SUBJECT: RESOLUTION GOVERNING COMMITTEES AND COMMISSIONS

RECOMMENDATION:

Review resolution (Exhibit "A") which is designed to govern all Town committees and commissions with the exception of the Planning Commission. If approved, adopt resolution amending City Council Rules and Regulations (Exhibit B) and adopt resolution rescinding Resolution No. 98.06 (Arts Committee) (Exhibit C). Finally, introduce Ordinance rescinding Chapter 2.37 (General Plan Committee) and Chapter 2.40 (Parks and Recreation Commission) of the Atherton Municipal Code waiving further reading of the ordinance beyond title (Exhibit D).

BACKGROUND:

Nine committees and one commission are described in this resolution. Their purpose is to assist the City Council in connection with matters affecting the Town. The committees and commission are described alphabetically in the attached resolution.

The Crime Prevention Committee, Heritage Committee, Emergency Preparedness Committee, and Tree Committee are not included in the resolution. The Atherton Channel Drainage District Committee will be terminated. At a subsequent meeting, the City Council will consider issues involving the Tree Committee and its recommendations for use of funds from civil penalties derived from prosecutions of the Heritage Tree Ordinance. Issues regarding the Emergency Preparedness Committee, including funding and the acquisition of equipment, will be addressed in a separate agreement being developed by the Town and the Menlo Park Fire Protection District.

The Arts Committee was created by Resolution No. 98-06. The General Plan Committee and Parks and Recreation Commission were created by ordinances codified in the Atherton Municipal Code Chapters 2.37 and 2.40, respectively. The Planning Commission is established and described in Chapter 2.36 of the Atherton Municipal Code. Because state planning law,

Government Code section 65100 and following, requires that the Planning Commission must be established by ordinance, it is not included in this resolution. There is no similar requirement for establishment of the Park and Recreation Commission or the General Plan Committee. Accordingly, these two may be removed from the Atherton Municipal Code and placed in the resolution.

Exhibit A shows new language in **bold**, deleted language in ~~striketrough~~ following the June 11, 2008, study meeting. Please note the last bullet in Section 2 regarding reports. An alternative way to address the issue of reports of activities may be handled as it is for the Parks and Recreation Commission in Section 4 (7)(b). An annual report was required from the Parks and Recreation Commission by Ordinance. That requirement has been carried into the Resolution. If the Council is satisfied with the language in Section 2 which would govern all committees and commissions requiring an annual report only upon request, then the Council could either delete the requirement in subsection (b) of paragraph 7 of section 4 or, alternatively this could simply stand as the ongoing request of the Council for a report for the commission. Also, the third bullet of Section 4 regarding regular reports concerning attendance could be supplemented with the activities report requirement.

If the City Council approves the resolution, paragraph 9 of the City Council Rules of Procedure will be amended to provide that Town committees are described as governed by this master resolution. Resolution No. 98-06 regarding the Arts Committee will be rescinded, and the Atherton Municipal Code will be amended to delete Chapters 2.37 and 2.40.

FISCAL IMPACT:

Staffing of committees and commission to meet requirements imposed by the resolution will require expenditures to be considered when adopting the budget.

Prepared By:

Approved By:

/s/ Marc Hynes

Marc Hynes
City Attorney

Jerome Gruber
City Manager

Attachments

RESOLUTION NO. 08-___

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
GOVERNING TOWN COMMITTEES AND COMMISSIONS**

WHEREAS, the City Council of the Town of Atherton desires that the most qualified residents of the Town serve on Town committees and commissions consistent with obtaining the broadest representation of the community;

Now, therefore, the City Council of the Town of Atherton hereby resolves as follows:

Section 1. Establishment of Committees. The following committees and commissions are established for the Town of Atherton:

1. Arts Committee
2. Atherton Rail Committee
3. Audit Committee
4. Environmental Programs Committee
5. Finance Committee
6. General Plan Committee
7. Park and Recreation Commission
8. Screening Committee
9. Town Center Committee
10. Transportation Committee

Section 2. City Council Rules of Procedure – Staffing – Minutes - Reports.

- All committees and commissions shall follow the **City Council** Rules of Procedure ~~as adopted by and as amended by the City Council,~~ and the provisions of the California Open Public Meeting Law (Brown Act).
- **Each committee or commission shall annually select one of its members to act as Chair and one of its members to act as Vice chair.** In the event a committee or commission is unable to appoint a Chair **and/or Vice Chair**, the Mayor shall have the authority to **make such appointment.** ~~the Chair of such committee and commission.~~
- The City Manager shall have the authority to appoint any Town staff member(s) to serve Town committees and commissions.
- All committees and commissions shall prepare action minutes for the City Council. Draft minutes, that is unapproved minutes, shall be presented to the City Council as soon as possible following the meeting they report.
- Members of committees and commissions are encouraged to advocate to the City Council their position on matters under the purview of their committee or commission. Otherwise, no committee or commission or any of its members shall represent itself or themselves as speaking on behalf of the Town, City Council, and/or committee or commission without prior approval of the City Council. Statements of previously approved City

Council policy may be made without additional City Council approval.

- Committees and commissions may provide educational materials to the public regarding the functions and actions of the committee or commission, but shall not engage in advocating to the public any particular position which is contrary to City Council policy.
- Upon request, an annual report shall be provided to the City Council of committee and commission activities for the preceding year.

Section 3: Appointment of Voting Members to Committees and Commissions.

Members other than City Council Members shall be appointed following recommendation of the Screening Committee and approval by the City Council. All appointed members shall be registered voters in the Town. Members shall serve at the pleasure of the City Council, or until the expiration of their terms set out below. Vacancies in any committee or commission arising from any reason, including expiration of term, shall be filled by appointment of the City Council based upon recommendations of the Screening Committee.

Section 4. Powers and Duties - Composition – Terms.

The powers and duties, along with the composition and terms of the Town's committees and commissions shall be as described below:

- City Council representatives on committees are selected by the **Mayor and approved by the** City Council to serve a one (1) year term.
- Appointed members shall serve no more than two full consecutive terms on the committee or commission to which they are appointed. A member may be reappointed to the committee or commission following a minimum two (2) year hiatus.
- **Each January**, an annual report shall be provided to the City Council of attendance at committee and commission meetings **for the preceding calendar year.**
- Unexcused absences of members, other than City Councilmembers, from two or more consecutively scheduled meetings shall result in the automatic vacation of the member's office.
- In the event funding for the committees or commissions is desired, a budget shall be prepared and presented to the City Council for review and approval as part of the Town's regular budget process.
- Any requests by a committee or commission for staff work, information, or assistance from Town Staff shall be made to the City Manager.
- **Changes in the dates or time of meetings from the established schedule may be made by majority vote of the committee or commission.**

1. Arts Committee.

The Arts Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in matters regarding art awareness including, without limitation, the following goals and objectives:
 - i. Fulfill the requirements of the Rita Corbett-Evans estate;

- ii. Develop a unique arts program specific to the needs of Atherton and the surrounding community;
- iii. Provide a base and focal point for arts programs in Atherton;
- iv. Include a multi-disciplinary range of artistic endeavors including fine, performing, and literary arts as well as crafts.

The Arts Committee shall have the following composition and terms:

Consists of up to ten (10) appointed members. The term of office shall be as follows: Five (5) of the members shall be appointed to a four (4) year term commencing 2008 and ending on April 30, 2012. The remaining members' terms shall be three (3) years commencing 2008 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The Committee meets on the 4th Tuesday of each month at 1:00 p.m. in the Holbrook-Palmer Park Garden Room unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

2. Atherton Rail Committee.

The Atherton Rail Committee shall have the following powers and duties:

- a. Act in an advisory capacity to the City Council upon request in all matters pertaining to rail service in and through the Town;
- b. Research and address the specific impacts that high-speed rail and other rail improvements may have on the Town.

The Atherton Rail Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and up to ten (10) appointed members. The term of office for appointed members shall be a four (4) year term commencing 2007 and ending on April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets on the first Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair. In addition to other members, persons appointed to the Atherton Rail Committee may be appointed to represent and further the interests of Atherton homeowners and particularly those with properties on and along the Caltrain right-of-way. This declaration is made with specific recognition of the provisions of 2 California Code of Regulations Section 18707.4.

3. Audit Committee.

The Audit Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to the Town's annual audit;
- b. Provide oversight of the annual audit and present and explain the audit to the City Council with recommendations as to acceptance.;
- c. Advise City Council regarding appointment of outside auditors for annual audit;
- d. Review proposed audit scope with outside auditors prior to

commencement of annual audit.

The Audit Committee shall have the following composition and terms:

Consists of five (5) members, including two (2) Council Members of the Finance Committee, and three (3) appointed members. The term of office for all appointed members shall end on April 30, 2008. Thereafter, one term shall be for two (2) years ending in April, 2010. The remaining terms shall be for four (4) years ending in April, 2012. Thereafter, the term of office shall be four (4) years. The committee meets as needed in the Conference Room of the Town Administrative Offices.

4. Environmental Programs Committee.

The Environmental Programs Committee shall have the following powers and duties:

- ~~a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to the Town environment, including without limitation, advising the City Council on matters such as:~~
 - ~~i. Actions required by federal, state or county environmental legislation appropriate to achieve;~~
 - ~~ii. Global warming and CO2 Emissions~~
 - ~~iii. Green Buildings~~
 - ~~iv. Earth Day events~~
 - ~~v. ABAG/PG&E Energy Watch Partnership~~
 - ~~vi. E Waste Collection Day~~
 - ~~vii. Mayors Agreement on Climatic Change~~
 - ~~viii. Energy Awards for Homeowners~~
 - ~~ix. Energy Consumption Reduction in public facilities.~~
 - ~~x. Conservation programs in the Town and schools.~~
- a. Act in an advisory capacity and make recommendations (programmatic and legislative) to the City Council upon request on all matters pertaining to the Town's natural and built environment and the Town's regional role and responsibilities as one of the communities on the San Francisco Bay Peninsula.**
- b. Develop and propose to the City Council timely and appropriate action plans for the Town to:**
 - (i) environmental issues or threats that become matters of concern for the community;**
 - (ii) any regulatory statute or legislative changes or policies coming from the county, state or Federal governments on matters of environmental protection or performance; and**
 - (iii) technological advancements that can help the Town address environmental issues, threats or legislative requirements. Such issues would include but not be limited to global warming and carbon dioxide emissions, green building guidelines, conservation and diversion, ABAG policies, PG&E and Allied Waste programs or services, e-waste collection and Earth Day and other environmental events.**

- c. **Create pro-active community engagement programs for residents, commercial and public enterprises active within the Town's jurisdiction for presentation to and consideration by and approval by the City Council.**

The Environmental Programs Committee shall have the following composition and terms:

Consists of up to twelve (12) members including two (2) Council Members and ten (10) residents of the Town. The term of office shall be as follows: Five (5) of the appointed members shall be appointed to a two-year term commencing 2007 and ending April 30, 2009. The remaining members' terms shall be four (4) years commencing 2007 and ending April 30, 2011. Thereafter, each term of office shall be four (4) years. The committee meets quarterly on the first Wednesday of the month at 10:00 a.m. in the Conference Room of the Town Administrative Offices unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

5. Finance Committee.

The Finance Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town finances;
- b. Consult with the City Manager on matters pertaining to the budget, capital spending plan and the long range financial plan for the Town;

The Finance Committee shall have the following composition and terms:

Consists of two (2) Council Members. The Members also serve on the Audit Committee. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

6. General Plan Committee.

The General Plan Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to Town planning;
- b. Review the General Plan and make recommendations to the City Council, Planning Commission and Town staff regarding the operation of the ordinances and policies on the subject of Town planning.

The General Plan Committee shall have the following powers and duties:

Consists of two (2) Council Members, two (2) Planning Commissioners and up to five (5) appointed members who are not members of the City Council or Planning Commission. The term of office shall be four (4) years. Planning Commission representatives are selected by the Planning Commission to serve for a term of one (1) year. The committee meets quarterly or more frequently if required on the first Wednesday of the month at 6:00 p.m. in the Town Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

7. Park and Recreation Commission.

The Park and Recreation Commission shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to parks and public recreation and to cooperate with other governmental agencies and public and private groups in the advancement of park and recreation planning and programming;
- b. Develop and maintain a master plan for parks within the Town and, annually, in the month of April, present a report to the City Council.
- c. Review the annual budget for parks and recreation during the process of its preparation and make recommendations with respect thereto to the City Council. This includes recommendations regarding the setting of fees. The budget should contain estimates and recommendations for such long-term capital outlay projects as may be necessary to provide for orderly development of park and recreation areas, buildings and facilities;
- d. Study and make recommendations on the acquisition and development of recreation areas, activities and facilities such as playgrounds, buildings, parks, open space and other centers of recreation;
- e. Assist Town staff in the planning of recreation programs for the community, and promote and stimulate public interest therein.

The Park and Recreation Commission shall have the following composition and terms:

Consists of seven (7) appointed members. One member shall be a representative of the Holbrook-Palmer Park Foundation. One member shall be a representative of the Atherton Dames. Each of the foregoing representatives shall serve a term of two (2) years. The term of office for the two (2) members ending April 30, 2008 shall be four (4) years. The term of office for the remaining members shall be four (4) years. Thereafter, each term of office shall be four (4) years. The Park and Recreation Commission meets on the first Wednesday of each month at 6:30 p.m. in Holbrook-Palmer Park unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

8. Screening Committee.

The Screening Committee shall have the following powers and duties:

- a. Interview all applicants for the Planning Commission and committees and commissions as described in Section 1 of this Resolution and make recommendations for appointment(s) to the City Council.

The Screening Committee shall have the following composition and terms:
Consists of two (2) Council Members appointed on a rotational basis so that each member shall serve on the committee before any member serves for a second time. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

9. The Town Center Committee.

The Town Center Committee, an ad hoc committee, shall have the following powers and duties:

- a. Assist the City Council in developing a vision and goals for the Town Center which includes facilities for City Council chambers, Police, Administration, Building, Public Works, Planning and Library functions;
- b. Upon approval of the City Council, the committee may engage Town residents and outside professional services to aid in the visioning process;
- c. Upon approval of the City Council assist in obtaining funds for Town Center improvements.

The Town Center Committee, an ad hoc committee, shall have the following Composition and terms:

Consists of two (2) Council Members. The committee meets on an as needed basis in the Conference Room of the Town Administrative Offices.

10. Transportation Committee.

The Transportation Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations to the City Council upon request in all matters pertaining to transportation within the Town.

The Transportation Committee shall have the following composition and terms: Consists of five (5) members including two (2) Council Members and three appointed members. The term of office shall be four (4) years. The committee meets on the second Tuesday of every other month at 6:00 p.m. in the City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

This Resolution shall be effective immediately upon adoption. The operative date of this resolution for the General Plan Committee and the Park and Recreation Commission shall be thirty (30) days from and after the date of adoption of the Ordinance rescinding Chapters 2.37 and 2.40 of the Atherton Municipal Code. Resolution 98-06 is hereby rescinded.

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 _____, 2008, by the following vote.

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

James R. Janz, Mayor, Town of Atherton

June 12, 2008 revisions

ATTEST:

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney

RESOLUTION NO. 08-___

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
AMENDING CITY COUNCIL RULES AND REGULATIONS BY REVISING
PARAGRAPH 9 RELATING TO COMMITTEES OF THE TOWN**

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

Section 1. Section 9 "City Council Committees" is hereby amended to read as follows:

9. Town Committees

9.1 Establishment – Appointment of Councilmembers Thereto. At the regular meeting in January, the Mayor shall appoint Council members to serve on various committees for a one year term. Committees shall be created and members appointed thereto in accordance with rules and regulations set out by the City Council by Resolution No. _____ and as amended.

9.2 Appointment of Voting Members to City Council Committees. Appointment of voting members to City Council Committees shall proceed as provided by the terms and provisions of separate resolution and as amended. Committees shall be created and members appointed thereto in accordance with rules and regulations set out by the City Council by Resolution No. _____ and as amended.

9.3 City Council Review of Town Committee Decisions. City Council Members on Town committees may bring any decision of the committee to the full City Council for final determination. Pending such action by the full City Council, any such decision shall be suspended.

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 _____ th day of _____, 2008, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

James R. Janz, Mayor, Town of Atherton

Resolution No. 08 ____
Page 1 of 2
Adopted _____ 2008

ATTEST:

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney

RESOLUTION NO. 08- _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON RESCINDING
RESOLUTION NO. 98-06 PERTAINING TO THE ATHERTON ARTS COMMITTEE

WHEREAS, the City Council has adopted Resolution No. _____ pertaining to all of
the Town's committees and commissions; and

WHEREAS, the foregoing action supersedes the provisions of Resolution No. 98-06
pertaining to the Atherton Arts Committee;

NOW, THEREFORE, the City Council of the Town of Atherton does hereby resolve as
follows:

Resolution No. 98-06 pertaining to the Atherton Arts Committee is hereby superseded
and rescinded.

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
_____ day of _____ 2008, by the following vote:*

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

James R. Janz
Mayor, Town of Atherton

ATTEST:

Kathi Hamilton, Acting City Clerk

APPROVED AS TO FORM:

Marc G. Hynes, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
REPEALING CHAPTERS 2.37 AND 2.40 OF THE ATHERTON MUNICIPAL CODE
PERTAINING TO THE GENERAL PLAN COMMITTEE AND THE PARK AND
RECREATION COMMISSION**

WHEREAS, the City Council has provided for the creation, maintenance and description of powers and duties of Town committees and commissions by resolution;

NOW, THEREFORE, the City Council of the Town of Atherton does hereby ordain as follows

SECTION 1: Chapters 2.37 and 2.40 of the Atherton Municipal Code are hereby repealed.

SECTION 2: Upon the effective date of this Ordinance repealing Chapters 2.37 and 2.40, the terms and provisions of Resolution No. _____ governing Town committees and commissions adopted by the City Council on _____, 2008, shall become operative.

SECTION 3: The City Council hereby declares that it would have passed this Ordinance word by word, sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that any provisions of 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 affect the validity of the remaining parts of this Ordinance.

SECTION 4: 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.

Introduced this _____ day of _____, 2008.

Passed and adopted as an Ordinance of the Town of Atherton at a regular meeting thereof held on the _____ day of _____, 2008, by the following vote:

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

James R. Janz
Mayor, Town of Atherton

ATTEST:

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: KATHI HAMILTON, ACTING CITY CLERK

DATE: FOR THE CITY COUNCIL MEETING OF JUNE 18, 2008

**SUBJECT: DISCUSS AND APPROVE THE RECOMMENDATIONS OF THE CITY
COUNCIL SCREENING COMMITTEE FOR APPOINTMENTS TO
TOWN COMMISSIONS**

RECOMMENDATION:

Discuss the recommendations of the City Council Screening Committee to appoint members to the Park and Recreation Commission and the Planning Commission.

BACKGROUND:

Traditionally, the City Council Screening Committee makes recommendations to the City Council to fill the vacancies created when terms expire on Town Commissions and Committees at the April meeting. The City Council Screening Committee delayed interviewing applicants for the Park and Recreation Commission and the Planning Commission until after the Special Election of June 3, 2008. The Screening Committee, consisting of and Vice Mayor Jerry Carlson and Council Member Charles Marsala, interviewed potential candidates prior to the City Council Meeting of June 18, 2008. The Screening Committee will make its recommendations at the meeting.

Three applications were received for the Park and Recreation Commission: Shirley Carlson, David Wright, and Michelle Dollinger. Seven applications were received for the Planning Commission: Kristi Waldron, Jim Dobbie, William Grindley, Todd Bearsdley, Carol Smith, Randy Lamb, Paul Quinlan, and Larry Colof.