



AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL DRAINAGE
DISTRICT
August 18, 2010
5:30 P.M.
Meeting Room
Town Administrative Offices
91 Ashfield Road
Atherton, California
Special Meeting

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

5:32 P.M. PUBLIC COMMENTS

5:40 P.M. CLOSED SESSION

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

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

Employee Organization: Miscellaneous - Teamsters Local Union 856

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

Employee Organization: Management Employees

Agency Negotiators: Jerry Gruber, City Manager; Eileen Wilkerson, Assistant City Manager

Employee Organization: Confidential Employees

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

-Claim of Pacific Peninsula Group

RECONVENE TO OPEN SESSION

Report of action taken.

6:59 P.M. ADJOURN

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



AGENDA
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
August 18, 2010
7:00 p.m.
TOWN COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California
REGULAR MEETING

PLEASE NOTE:

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

- 7:00 P.M. 1. **PLEDGE OF ALLEGIANCE**
- 7:02 P.M. 2. **ROLL CALL** Lewis, Dobbie, Marsala, McKeithen, J. Carlson
- 7:03 P.M. 3 **PRESENTATIONS**
- Proclamation presented to Building Official Mike Wasmann
- Swearing in of Atherton Police officers:
Joe Wade, Lieutenant
Rick Enberg, Sergeant
- Police Department Staffing Presentation by Chief Guerra
- 7:55 P.M. 4. **PUBLIC COMMENTS**
- (This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*
- 8:05 P.M. 5. **REPORT OUT OF CLOSED SESSION**
- 8:10 P.M. 6. **CITY MANAGER'S REPORT**
- 8:10 P.M. 7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** - None

8:15 P.M.

CONSENT CALENDAR (Items 8-24)

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

8. APPROVAL OF JULY 21, 2010 REGULAR MEETING MINUTES AND AUGUST 2, 2010 SPECIAL MINUTES

Recommendation: Approve July 21, 2010 regular meeting minutes, and August 2, 2010 special meeting minutes

9. APPROVAL OF BILLS AND CLAIMS FOR FEBRUARY 2010 IN THE AMOUNT OF \$1,149,445

Recommendation: Approve Bills and Claims in the amount of \$1,149,445

10. FINANCIAL REPORT FOR THE ONE MONTH ENDED JULY 31, 2010

Report: Finance Director Louise Ho

Recommendation: Accept Monthly Financial Report

11. ADOPTION OF A RESOLUTION APPROVING THE STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2010-2011

Report: Finance Director Louise Ho

Recommendation: Adopt Resolution 10-48 approving the Statement of Investment Policy for FY 2010-2011

12. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE THE UPPER ATHERTON CHANNEL REPAIR PROJECT PHASE 2 PROJECT NUMBER 56037

Report: Public Works Director Duncan Jones

Recommendation: Approve the plans and specifications and authorize advertisement for bids for the Upper Atherton Channel Repair Project Phase 2, Project No. 56037

13. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE THE HOLBROOK-PALMER PARK SOUTH MEADOW IRRIGATION PLAN UPGRADES AND TURF REHABILITATION PROJECT NUMBER 56019

Report: Public Works Director Duncan Jones

Recommendation: Approve the plans and specifications and authorize advertisement for bids for the Holbrook-Palmer Park South Meadow irrigation upgrade and turf rehabilitation, Project No. 56019

14. APPROVE A CONTRACT CHANGE FOR THE SPRING STREET PATCHING CONTRACT NUMBER 56047

Report: Public Works Director Duncan Jones

Recommendation: Approve a contract change to allow Street Patching Project, project number 56047, to exceed its current square footage of 30,000 square feet by 6,250 square feet to a total of 36,250 square feet. This will increase the project base cost by \$26,809 from \$128,885 to \$155,694

15. ADOPT A RESOLUTION APPROVING A NO PARKING ANY TIME ZONE ON SURREY LANE AND ON MIDDLEFIELD ROAD FROM 157 FEET NORTH OF SURREY LANE TO 100 FEET SOUTH OF SURREY LANE

Report: Public Works Director Duncan Jones

Recommendation: Adopt resolution 10-43 approving a “No Parking Any Time” zone on Surrey Lane and on Middlefield Road from 157 feet north of Surrey Lane to 100 feet south of Surrey Lane

16. APPROVE FIVE ADDITIONAL STOP SIGNS AND AMEND THE CENTERLINE MARKING LIST TO CREATE THREE-WAY STOPS AT THE INTERSECTIONS OF ACORN WAY WITH GREENOAKS DRIVE AND CATALPA DRIVE

Report: Public Works Director Duncan Jones

Recommendation: Approve five additional stop signs and amend the Centerline Marking List to create three-way stops at the intersections of Acorn Way with Oak Grove Drive and Catalpa Drive. Staff recommends adding double yellow stripes in advance of each stop bar

17. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PREPARATION OF A TRAFFIC ANALYSIS FOR MENLO SCHOOL AND APPROVAL OF REIMBURSEMENT AGREEMENT WITH MENLO SCHOOL FOR CONSULTANT AND STAFF SERVICES

Report: Town Planner Neal Martin

Recommendation: Approve the attached Professional Services Agreement with Kimley-Horn and Associates, Inc. for the preparation of a traffic analysis to determine the impact of increased enrollment at Menlo School. Also approve the attached Reimbursement Agreement between the Town of Atherton and Menlo School for consultant and staff services.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ATHERTON OPPOSING THE CONSTRUCTION OF THE CALIFORNIA HIGH SPEED RAIL PROJECT

Report: Public Works Director Duncan Jones

Recommendation: Adopt Resolution 10-44 opposing the construction of the California High Speed Rail project

19. APPROVE A LETTER TO THE FEDERAL RAILWAY ADMINISTRATION OPPOSED TO THE CALIFORNIA HIGH SPEED RAIL PROJECT APPLICATION FOR AMERICAN INVESTMENT AND RECOVERY ACT FUNDS

Report: Public Works Director Duncan Jones

Recommendation: Approve a letter to the Federal Railway Administration (FRA) opposed to the California High Speed Rail project application for American Recovery and Reinvestment Act (ARRA) funds

20. AMEND RESOLUTION 10-13 ADDING LIBRARY STEERING COMMITTEE

Report: City Manager Jerry Gruber

Recommendation: Approve Amendment to Resolution 10-13 adding Atherton Library Steering Committee

21. APPOINT JOAN SANDERS TO THE ARTS COMMITTEE

Report: City Manager Jerry Gruber

Recommendation: Appoint Joan Sanders to the Arts Committee

22. TOWN RESPONSE TO CIVIL GRAND JURY REPORT ON THE EFFECTIVENESS OF RED LIGHT TRAFFIC CAMERA ENFORCEMENT

Report: Police Chief Mike Guerra

Recommendation: Accept the attached final proposed draft as the Town's response to the civil grand jury regarding effectiveness of red light traffic camera enforcement

23. AMEND COUNCIL RULES OF PROCEDURES TO STAY IN COMPLIANCE TO REFLECT STATE LAW

Report: City Manager Jerry Gruber

Recommendation: Amend Council Rules of Procedures

24. ADOPTION OF RESOLUTION REJECTING CLAIM SUBMITTED BY MCNEILL LAW OFFICES ON BEHALF OF PACIFIC PENINSULA GROUP

Report: Assistant City Manager Eileen Wilkerson

Recommendation: Adopt Resolution No. 10-47 rejecting claim of Pacific Peninsula Group

8:30 P.M. PUBLIC HEARINGS (25)

25. PUBLIC HEARING ON INITIAL STUDY/DRAFT NEGATIVE DECLARATION AND DRAFT 2007-2014 HOUSING ELEMENT UPDATE

Report: Town Planner Neal Martin

Recommendation: Adopt Resolution 10-45 approving:

1. The 2007-2014 Housing Element Update and Zoning Ordinance Amendments Initial Study and Negative Declaration, and
2. The Town of Atherton Housing Element Update 2007-2014 dated August 1, 2010

8:45 P.M. REGULAR AGENDA (Items 26-35)

8:45 P.M. 26. CLASSIFICATION STUDY – THOUGHTS AND OPPORTUNITIES
Report: Assistant City Manager Eileen Wilkerson
Recommendation: To Be Determined

9:00 P.M. 27. INTRODUCTORY REPORT ON ATHERTON POLICE STAFFING
Report: Police Chief Mike Guerra
Recommendation: To Be Determined

9:15 P.M. 28. AUDIT COMMITTEE REPORT ON PURCHASING POLICY
Report: Finance Director Louise Ho
Recommendation: To Be Determined

9:25 P.M. 29. APPROVE CONSULTANT SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR CODE ENFORCEMENT
Report: Public Works Director Duncan Jones
Recommendation: Approve Consultant Services Agreement with CSG Consultants, Inc. to provide Code Enforcement Services to the Town of Atherton in the amount of \$56,925.00 for the fiscal year 2010-11

9:30 P.M. 30. ADOPTION OF A RESOLUTION APPROVING BUDGET AMENDMENT FOR FY 2010-11
Report: Finance Director Louise Ho
Recommendation: Adopt Resolution 10-49 approving the budget amendment for FY 2010-11 for the General Fund

9:35 P.M. 31. ADOPTION OF A RESOLUTION AUTHORIZING REFUNDING OF THE FORTY PERCENT (40%) INCREASE IN ROAD IMPACT FEES IMPLEMENTED IN 2007
Report: Finance Director Louise Ho
Recommendation: Adopt resolution 10-46 authorizing refunding of the forty percent (40%) increase in Road Impact Fees implemented in 2007

9:45 P.M. 32. APPROVAL OF THE CONSULTANT SERVICES AGREEMENT BETWEEN MUNISERVICES, LLC AND THE TOWN OF ATHERTON FOR ROAD IMPACT FEE REFUND PROCESSING
Report: Finance Director Louise Ho
Recommendation: Approve the consultant services agreement with MuniServices LLC; and authorize the City Manager to execute the agreement

9:50 P.M. 33. APPROVE ADJUSTMENTS TO CAPITAL IMPROVEMENT PROJECT (CIP) SUPPORT AND ADMINISTRATIVE CHARGES TO THE ROAD IMPACT FEE FUND AND APPROVE THE USE OF GENERAL FUND UNDESIGNATED RESERVE OF \$469,642 TO REPAY THE ROAD IMPACT FEE FUND
Report: Finance Director Louise Ho

- Recommendation:** Approve adjustments to CIP support and administrative charges to the Road Impact Fee Fund and approve the use of General Fund undesignated reserve of \$469,642 to repay the Road Impact Fee fund
- 9:55 P.M. 34. **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BURKE, WILLIAMS, & SORENSON, LLP FOR LEGAL SERVICES**
Report: City Manager Jerry Gruber
Recommendation: Approve Professional Services Agreement with Burke, Williams & Sorenson, LLP for Legal Services
- 10:00 P.M. 35. **DISCUSS CITY ATTORNEY REQUEST FOR PROPOSAL PROCESS AND DISCUSS COMPOSITION, TERMS, DUTIES AND APPOINT COUNCIL MEMBERS TO AN AD-HOC COMMITTEE FOR THE CITY ATTORNEY RFP PROCESS**
Report: City Manager Jerry Gruber
Recommendation: To Be Determined.
- 10:05 P.M. 36. **COUNCIL REPORTS**
- 10:10 P.M. 37. **FUTURE AGENDA ITEMS**
- A. CODE OF CONDUCT TRAINING
- 10:20 P.M. 38. **PUBLIC COMMENTS**
- 10:30 P.M. 39. **ADJOURN**

PLEASE NOTE THE FOLLOWING INFORMATION:

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

Copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection by 5:00 p.m. the Friday before each regularly scheduled City Council meeting at the Atherton Library, 2 Dinklespiel, Station Lane, and the Town Administrative Offices, 91 Ashfield Road, Atherton, CA 94027. Additionally, agendas and staff reports may be accessed on the town website at: www.ci.atherton.ca.us

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

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Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME D. GRUBER, CITY MANAGER

DATE: FOR THE REGULAR MEETING OF AUGUST 18, 2010

SUBJECT: CITY MANAGER WRITTEN REPORT

ADMINISTRATION DEPARTMENT:

The nomination period for the November 2, 2010 gubernatorial general election was extended to Wednesday, August 11, 2010. Four candidates officially filed nomination papers and were verified by the County as sufficient. The candidates include Incumbents Jim Dobbie and Jerry Carlson and residents Bill Widmer and Cary Wiest.

Staff will put together a link on the Towns homepage to introduce the candidates and present information to the public. An ACIL/League of Women Voters sponsored Atherton Town Council Candidates Forum will be held on September 30th from 6pm to 10pm at the Pavilion in the Park.

The newly formed Library Steering Committee will meet every month on the third Monday of each month at 10:30 a.m. in the City Council Chambers.

The City Clerks Department continues to be inundated with public records request which do not include almost daily correspondence to engage in additional review.

FINANCE DEPARTMENT PROJECTS AND UPDATES:

The month of July 2010 has been a very productive month for the Finance Department. With the assistance of temporary help and many hours of hard work, Finance has established a list of unclaimed stale checks and DPW deposits by payees. The Town will follow Government Code Section 50050 to do public noticing. The next big task is to review and identify the unclaimed building deposits.

Finance made another significant achievement by reconciling the Town credit card statements for the last two years, month-by-month, credit card by credit card, to identify the \$2,711 purchases that were never processed for payment.

As to Springbrook Software, Finance introduced accounts receivable module to Department of Public Works including park operation. All Town invoices to customers should be generated through Springbrook to enable better management of uncollectible accounts (aged accounts receivable), if any. Fixed assets data is loaded into Springbrook. The next step is to review the set up and obtain training from Springbrook.

Finance is continuing to reconcile each balance sheet account and preparing accruals to close FY 2009-2010 book. The external auditor has provided a checklist for the final field work in September.

POLICE DEPARTMENT:

Over the past four months, the Police Chief has scheduled open community conversations in the Reading Park next to the Town library on the 4th Thursday of the month from 9-10 AM, and from 6-7 PM. Because only one person attended a session and that was in the morning, the Chief is going to try a different day to see if it will increase attendance. Beginning on Tuesday, September 7, the Chief will be at the Reading Park next to the Town library on the 1st Tuesday of the month from 9-10 AM and from 6-7 PM. There will be no forums in August.

Sgt. Kristin Nichols received an AFIS Award from the San Mateo County Crime Lab. This award is given by the crime lab to officers who have collected a fingerprint from a crime scene that has matched the fingerprint of the criminal who was involved in the crime. This is not an easy award to earn because the fingerprint must have multiple points that match.

Officer DeVlugt and K-9 Lotty assisted Menlo Park PD on two occasions in their search for an armed robbery suspect and a burglary suspect. Officer DeVlugt and K-9 Lotty conducted a search for Menlo Park PD for a jewel thief, and Lotty found the suspect who was arrested.

Detectives are investigating two sexual assault cases that occurred over the last two weeks.

Atherton PD also continued to respond to mutual aid requests by Menlo Park PD for large physical fights in front of the BBC.

PUBLIC WORKS PROJECT UPDATES:

- High Speed Rail Alternatives Analysis – staff attended an office visit with CHSRA consultant staff at Caltrain offices in San Carlos to discuss the Alternatives Analysis and its impacts on Atherton. Key elements of the discussion were:
 - The Alternatives Analysis (AA) and the ARRA application are different. The ARRA application contains only the least cost usable segment that could be constructed using the limited ARRA funding available. This segment constructs aerial viaduct in those sections where it is the only option, and continues to use existing tracks where options are still open.
 - The AA in the Atherton Area shows both an aerial viaduct section and a trench section. Both are four-track sections, 80' wide, that will mostly fit within the existing right of way through Atherton. The right of way plan shows right of way acquisition for the Atherton station and for the transitions into and out of the station. This includes impacts to the existing station, the Town corporation yard property and several of the residential properties east of the tracks between Fair Oaks Lane and Watkins Avenue. Some mitigation is possible by extending adjacent uses over the trench or under the viaduct.
 - Holbrook-Palmer Park is not impacted. The alignment is shifted to hold the park property line and shift the alignment south of the station to the west. The trench alternative could be covered for the width of the park to lessen noise impacts. The maximum cover without ventilation structures is 800 feet, the park is about 600 feet wide along the tracks.
 - Station Lane between Maple Avenue and Watkins Avenue would be impacted during construction, but the street could be reconnected either under the viaduct or over the trench. Temporary access to the homes along station lane, mostly garages, will be studied at a later stage.
 - The Fair Oaks area will now consider a trench option as well as an aerial option. The Dumbarton Wye tracks will access the Caltrain and HST tracks at the same grade.
 - The vertical profiles have not yet been developed in detail, but the maximum grade has been increased to 2% in those areas where it is needed. Freight trains can handle these grades for the short distances envisioned for this project. The trench will pass under the Atherton Channel with provisions to prevent flooding into the trench.
 - Freight trains will shift to the center tracks to pass through stations where platform heights will not provide freight clearances.

- The central valley segments are working on special fencing and baffles to reduce wind and noise impacts of 220 mph high speed trains passing through stations. Those measures will be included in Caltrain stations where 125 mph trains will pass through.
- Encinal Traffic Signal – the project is underway. PG&E still working on electrical service for controller. Construction of paving, drainage, curbs and sidewalk is on track to completion before school starts on August 24th. Longer lead items, such as mast arms and controllers, will be installed after school starts. The existing pedestrian crossing will remain operational until the new signal comes on line.
- Hoover/Valparaiso Crosswalk – the Town’s consultants are processing the application with Caltrans to approve funding authorization (E-76) for the project design.
- Park Pedestrian Bridge –a pre-construction meeting was held earlier this week for the bridge area landscape project. The contractor is preparing to begin construction next week.
- Park Irrigation project –the project is complete and final invoices are being reconciled.
- Fletcher/Ridgeview Drainage and Reconstruction – Utilities have completed relocation of conflicting facilities. The final State Water Board waivers for NPDES were approved. The contractor is scheduled to start excavation for the detention tank on August 16th. The project is scheduled to be completed on or before October 31st.
- Street Reconstruction 7 – includes Park Lane and the right turn lane from Alejandra to El Camino Real. A pre-construction meeting was held with the contractor on August 4th. Construction will begin after the Circus Club horse show because Park Lane is used for event and horse trailer parking.
- Fair Oaks Traffic Study – the cost estimate for the Fair Oaks traffic study concept is approximately \$30,000. The project will be considered for inclusion in the 2011 CIP. Before then, staff will coordinate with Menlo Fire because Fair Oaks Lane is a primary emergency response route, conduct another neighborhood meeting to present the study.
- Street Patching and Cape Seals – contractors completed patching projects at various locations around the Town. The cape seal project has been cancelled due to non-performance of the contractor. The streets that were not completed during the summer school window will be included in a new contract for next spring.
- Las Lomitas Safe Routes to School – the final phase of the Las Lomitas project is underway and will be completed before school starts on August 23rd. The concrete work is complete and landscape plants will be installed shortly. The Phase 2 to improve the crosswalk to the school entrance will complete the use of the Safe Routes to School funding.

- Street and park striping – the annual restriping program is substantially complete. Faded stripes throughout the Town were refreshed. The revised Park Entrance striping and the revised Atherton/Fair Oaks/El Camino intersection striping changes will be installed in coming weeks.
- Grading and Drainage – staff attended the San Mateo Countywide Water Pollution Prevention (SMCWPPP) New Development Subcommittee meeting on August 3rd. The consensus of attendees is that staff engineering departments are struggling to understand and implement the new criteria. SMCWPPP staff is drafting compliance design checklists and construction inspection plans to assist cities. At the next meeting, the subcommittee will discuss issuing an RFP to create an on-call list of consulting firms capable of assisting cities with complicated applications. Cities can create a “pass-through” fee structure to use these services. Atherton recently included this structure in the updated permit fees.
- Pavement Condition Survey – the consultant hired for the Town by the Metropolitan Transportation Commission (MTC) has completed the bi-annual survey of the pavement condition of all of Atherton streets. The survey results will be used to develop the next round of street maintenance, rehabilitation and reconstruction projects for next summer.

BUILDING DEPARTMENT:

Update from City Manager:

As you know Mike Wasmann has retired as the Town Building Official. I would like to thank Mike for his many years of hard work and dedication to the Town. I will be evaluating alternatives for the position of Building Official during the next month and ultimately making a decision that is in the best interest of the Town and its residents. I have decided to contract with CSG three days per week and have them provide the Town with a Building Official during the transition period.

Update from Building Official Mike Wasmann:

Second Quarter of 2010

291 Permits Applied for

264 Permits Issued

**986 Inspections Completed
Completed**

Second Quarter of 2009

233 Permits Applied for

193 Permits Issued

1161 Inspections

As you can see from the above numbers the industry has encountered an increase in building activity.

This is my last department update and I would like to thank everyone and the Town of Atherton for the professional and personal development that they have provided me over the fourteen and on half years.

PLANNING DEPARTMENT:

The Planning Commission at its July 28, 2010 meeting took the following action:

- Recommended the City Council adopt the 2007-2014 Housing Element Update
- Approved a Special Structure Permit at 97 Marymont Avenue to allow a basement under an accessory structure
- Approved a Heritage Tree Removal Permit at 92 Faxon Road to allow the removal of one heritage tree
- Approved a Heritage Tree Removal Permit at 2 Wisteria Way to allow the removal of two heritage trees
- Approved a Heritage Tree Removal Permit at 75 Almendral Avenue to allow the removal of one heritage tree.

The General Plan Committee, at its August 4, 2010 meeting took the following action:

- Heard an update on the State Green Building Code and provided direction to Staff to prepare an Atherton specific Green Building Ordinance
- Recommended the City Council adopt an amendment to the General Plan to incorporate policies for consistency with the State Office of Planning and Research Guidelines.

A special meeting of the Planning Commission is scheduled for August 12, 2010 at 6:00 p.m. to consider the Parker Avenue rezoning request.

CODE ENFORCEMENT:

I received additional recommendations from the City Attorney for what should be the final draft of the administrative citation as well as the citation appeal procedure. I will finalize and request one more review prior to sending to the printer.

I completed the excessive irrigation case on Marymount which was impacting an adjoining neighbor. The responsible party was inadvertently using over 200,000 gallons of water each month according to the water department. We worked with the owner to readjust the irrigation system and this solved the problem. The illegal gazebo issue on Elena has resurfaced which may result in a review for litigation. The case on Alejandra with a half dozen junk cars is still open as the owner has been unresponsive. We will consider recommending this for either legal action or a private property vehicle abatement procedure.

The vacant lot on Linda Vista with an excessive amount of ground water runoff is still open as we have not located the owner. The owner is registered to an offshore company

in the Virgin Islands and all mail has been returned. We have two vacant and untended lots at Polhemus and Betty, one with an abandoned house and the other with no buildings. Both have a combination of high grass and debris which is defacing the neighborhood and causing a public nuisance. The case on Hawthorn with fences that are over the height limit may resolve as the owner has asked his landscape contractor to reduce the fence height.

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY:

The San Mateo County Board of Supervisors adopted a resolution proposing and endorsing an amendment to the SBWMA JPA, to revise the SBWMA governance structure to include and Elected Officials Oversight Committee. The Elected Oversight Committee would provide guidance and direction on relevant governance and financial policy issues, while the SBWMA Board of Directors will continue to address operational matters.

The County Manager will present the resolution to the City/County Managers group, and will request that the SBWMA agency City Managers present the resolution to their respective Councils for favorable consideration.

FUTURE MEETINGS AND EVENTS:

An ACIL/League of Women Voters sponsored Atherton Town Council Candidates Forum will be held on September 30th from 6pm to 10pm at the Pavilion in the Park.



DRAFT MINUTES
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
JULY 21, 2010
7:00 p.m.
TOWN COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California
REGULAR MEETING

PLEASE NOTE:

*Times listed on the Agenda are an approximation and not a time certain.
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of the time listed for any item in which you are interested.*

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL Lewis, Dobbie, Marsala, McKeithen, J. Carlson

3. PRESENTATIONS

2009 Green Building Awards

Council Member Marsala and Town Arborist Kathy-Hughes Anderson presented the 2009 green building awards to recognize Town residents and architects who built energy efficient buildings.

The following individuals were recognized with green building award plaques:

- Sacred Heart Schools, 150 Valparaiso
- Leddy Maytum Stacy Architects, DPR Construction
- 84 Lupin Way, Ellen and Marvin Mouchawar, owners
- Young and Borlik Architects, Trinity Development and Construction, Inc.

4. PUBLIC COMMENTS

Jon Buckheit, Atherton resident, suggested Council Member Jerry Carlson obtain an official ruling from the Fair Political Practices Commission (FPPC) on whether he has a conflict of interest when voting on High Speed Rail matters.

5. REPORT OUT OF CLOSED SESSION

June 16, 2010

July 20, 2010

City Attorney Furth said there is no reportable action from the June 16 or July 20 closed session.

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

- Claim of Kimberly Sweidy & Raymond Stata
- Claim of Pacific Peninsula Group
- Correspondence from John P. Johns

Furth said Council took action by directing staff to prepare a resolution for the August council meeting rejecting the claim of Pacific Peninsula Group and to provide a legal analysis to Pacific Peninsula Group.

No other action was taken.

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

Jonathan B. Buckheit v. Tony Dennis, Dean DeVlugt, Anthony Kockler, The Town of Atherton, The County of San Mateo, and Jerry Carlson U.S. District Court for the Northern District of California, San Francisco Division, Case No. CV 09-5000

No action taken.

6. CITY MANAGER’S REPORT

City Manager Gruber clarified the handouts that were given to each Council Member before the meeting. Gruber read a thank you letter from Congresswoman Anna Eshoo to the Atherton Police Department for the role they played in the campaign event on Atherton Avenue attended by U.S. Vice President Joe Biden.

7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT

None.

CONSENT CALENDAR (Items 8-22)

Vice Mayor Dobbie removed items 16 and 17 and requested Council take up item 17 earlier on the regular agenda since there were several people who want to be heard.

Council Member Lewis requested removal of items 13, 15, and 21.

Mayor McKeithen had comments on items 8, 14, 16, 19 and 20.

Atherton resident Jon Buckheit requested removal of item 19.

Council Members Lewis and Marsala said they would recuse themselves from item 14 because they both live within 500 feet.

8. APPROVAL OF JUNE 16, 2010 REGULAR MEETING

Recommendation: Approve June 16, 2010 regular meeting minutes

Mayor McKeithen requested that staff begin keeping minutes of the public comments held during closed session.

9. APPROVAL OF BILLS AND CLAIMS FOR FEBRUARY 2010 IN THE AMOUNT OF \$980,199

Recommendation: Approve Bills and Claims in the amount of \$980,199

10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE TWELVE MONTHS ENDED JUNE 30, 2010

Recommendation: Receive the General Fund Financial Report for the twelve months ended June 30, 2010

11. ADOPTION OF THE APPROPRIATIONS LIMITS FOR FY 2010-2011

Report: Finance Director Louise Ho

Recommendation: Adopt Resolution 10-37 setting the Appropriation Limit for FY 2010-2011 at \$10,141,898

12. APPROVE 10-38 AMENDING FEES FOR TAPE DUPLICATION AND POLICE REPORTS

Report: City Manager Jerry Gruber

Recommendation: Approve Resolution 10-38 amending the fees for tape duplication and police reports

13. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC. FOR SURVEYING SERVICES FOR THE ATHERTON AVENUE RECONSTRUCTION PROJECT

Report: Public Works Director Duncan Jones

Recommendation: Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Mark Thomas & Associates, Inc. to provide Surveying services for the Atherton Avenue Reconstruction Project in an amount not to exceed \$59,890.00, plus a 10% contingency, for a total authorization of \$65,879.00

Council Member Lewis asked if there were other bids received and how much federal funding would the Town receive.

Public Works Director Duncan Jones said it is required by law to select surveyor's dependant upon their qualifications and Mark Thomas was selected in an RFP process. Jones said the federal funding cycle has not yet been completed but it is approximately \$310,000 that would be applied towards the construction.

Mayor McKeithen said the same surveyor has been used since 2007 and wondered if the RFP process should be revised each year. Jones said Mark Thomas was selected as the Towns on-call surveyor and there is no requirement for how often you must do an RFP. McKeithen said she wants to make sure citizens know we are getting the best bid possible and suggested staff look into whether it is time to develop another RFP.

Vice Mayor Dobbie said he is still aghast at the ten percent contingency and in these economic times there should be no contingency.

14. AWARD OF CONTRACT FOR THE STREET RECONSTRUCTION PHASE 7 PROJECT NUMBER 56006

Report: Public Works Director Duncan Jones

Recommendation: Award the contract for Street Reconstruction Phase 7 Project, project number 56006 to JJ Albanese, Inc., the low bidder on the July 7, 2010 bids, for \$352,975.25, with a 10% construction contingency of \$35,297.53, for a total authorization of \$388,272.78; and to authorize the City Manager to sign the contract on behalf of the Town

Mayor McKeithen asked if this project includes any other streets besides Park Lane. Jones said it includes a small construction project on Alameda de las Pulgas.

MOTION by Marsala, second by Dobbie to Award the contract for Street Reconstruction Phase 7 Project, project number 56006 to JJ Albanese, Inc., the low bidder on the July 7, 2010 bids, for \$352,975.25, with a 10% construction contingency of \$35,297.53, for a total authorization of \$388,272.78; and to authorize the City Manager to sign the contract on behalf of the Town. The motion passed.

Ayes: 3 Nays: 0 Abstain: 2 (Lewis, Marsala) Absent: 0

15. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC. FOR SURVEYING SERVICES FOR THE HOLBROOK-PALMER PARK SURVEY

Report: Public Works Director Duncan Jones

Recommendation: Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Mark Thomas & Company to provide surveying services for the Holbrook-Palmer Park Survey in an amount not to exceed \$29,965, plus a 10% contingency, for a total authorization of \$32,961.50

Council Member Lewis believed that a survey should wait until after the Town Center Task Force and the Library Steering Committee have completed their tasks because the library may end up in the park which means the survey may be paid through library donor funds.

Public Works Director Jones agreed and said since there is no hurry to complete the survey he would suggest pulling it until further notice.

MOTION by Carlson, second by Lewis to table item 15 until such time Council wishes to reconsider the item. The motion passed unanimously.

18. TOWN CENTER TASK FORCE UPDATE

Report: City Manager Jerry Gruber

Recommendation: Receive and accept update from Town Center Task Force

20. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF REDWOOD CITY TO PROVIDE INFORMATION TECHNOLOGY SUPPORT

Report: Assistant City Manager Eileen Wilkerson

Recommendation: Approve the agreement for information technology support between the City of Redwood City and the Town of Atherton; authorize the City Manager to execute the agreement

(Continued from June 16, 2010 Council meeting)

Mayor McKeithen said she was told that the Town used less than 200 hours under the past fiscal year contract, and asked if this is still true.

Assistant City Manager Wilkerson said the hours are still under the contracted 200 hours.

Mayor McKeithen suggested that “special project basis,” in the contract be defined. McKeithen asked how staff will monitor the hours and not go over. Wilkerson said the Town is fortunate to have Police Sergeant Sherman Hall to do a lot of the Town’s IT work which helps the Town keep the hours under budget. Wilkerson concluded that the special project basis and rates will be more clearly defined in the contract.

22. AMEND THE CENTERLINE MARKING LIST TO REVISE ATHERTON AVENUE AND FAIR OAKS LANE AT EL CAMINO REAL TO ONE THROUGH/LEFT LANE AND ONE RIGHT TURN LANE

Report: Public Works Director Duncan Jones

Recommendation: Amend the Centerline Marking List to revise Atherton Avenue and Fair Oaks Lane at El Camino Real to one through/left lane and one right turn lane

MOTION by Dobbie, second by Lewis to remove items 16, 17, 19 and 21 and add them to the regular agenda. The motion passed unanimously.

MOTION by Dobbie, second by Lewis to approve items 8, 9, 10, 11, 12, 13, 18, 20 and 22 with the provision to begin recording public comment from closed session on the minutes and clarification of the IT contract with regard to special projects. The motion passed.

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

Mayor McKeithen said item 17 will be the first item on the regular agenda. Item 29 and 27 will follow.

PUBLIC HEARINGS (23-25)

23. INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 3.16 (PURCHASING POLICY) AND ADDING CHAPTER 3.17 (PUBLIC WORKS CONTRACTING) TO THE ATHERTON MUNICIPAL CODE

Report: Finance Director Louise Ho

Recommendation: Introduce Ordinance amending Chapter 3.16 (Purchasing Policy) and adding Chapter 3.17 (Public Works Contracting) to the Atherton Municipal Code establishing Purchasing Policy for supplies, services and public works contracting. Three votes are required to introduce the Ordinance. A second vote, scheduled at least ten days from the date of this meeting, is required to pass the ordinance.

Finance Director Louise Ho said a revised chapter 3.16 is intended to replace the policy current in the municipal code which was last updated in 1994. Ho added that chapter 3.17 is for public works contracting. Staff is recommending that the Town adopt the State of California Uniform Public Construction Cost Accounting Act limits for ease of implementation. Currently, the Act allows the use of negotiated contracts for up to \$30,000; written informal quote from \$30,000 to \$125,000; and formal bidding over \$125,000. Currently the bidding limit remains at \$25,000 for informal and \$100,000 for formal approved by the 2009 Finance committee.

Council Member Lewis believed the new Finance Committee should review the revised policy. Vice Mayor Dobbie and Council Member Marsala concurred.

Mayor McKeithen believed the Finance Committee had their hands full with the 5-year financial plan development and because the Auditors thought this was adopted the previous fiscal year Council should move forward quickly.

Finance Director Ho reminded Council that the Auditors are awaiting this policy and the Town should have it ready by mid-September.

MOTION by McKeithen, second by Lewis to approve introduction of ordinance amending Chapter 3.16 (Purchasing Policy) and adding Chapter 3.17 (Public Works Contracting) to the Atherton Municipal Code establishing Purchasing Policy for supplies, services and public works contracting with the condition that the Audit Committee review this before the September Council meeting. The motion passed.

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

**24. 150 VALPARAISO AVENUE (APN 070-390-010)
CERTIFICATION OF FINAL ENVIRONMENTAL IMPACT REPORT FOR SACRED
HEART SCHOOLS MASTER PLAN**

Report: Town Planner Neal Martin

Recommendation: Adopt the Resolution 10-40 certifying the Final Environmental Impact Report for the Sacred Heart Schools Master Plan Project as adequate and prepared in accordance with the California Environmental Quality Act and adopting the Sacred Heart Schools Mitigation Monitoring Program

Council Members Lewis and Marsala stated they live within 500 feet and would recuse themselves from this item. Lewis and Marsala left the room.

Town Planner Neal Martin said the consulting firm of Christopher A. Joseph & Associates (CAJA) was retained by the City Council to prepare the EIR. A Draft EIR was prepared and released for public review on April 13, 2010.

Martin said the Draft EIR was circulated for a mandatory 45-day public review period for all residents within 500 feet to respond. Martin said there were comments received from Sacred Heart and the City of Menlo Park. The Final EIR was made available for public review on June 11, 2010 and a copy of each response was sent to the person or agency that made a comment. These actions were taken at least 10 days prior to the date when the City Council considers the adequacy of the Final EIR in accordance with the CEQA Guidelines.

Katrina Hardt-Holoch, Town's professional EIR consultant, said the EIR contains a project description and environmental impact analyses of aesthetics, air quality, biological resources, land use and planning, noise and transportation/traffic. Early in the process it was determined that there was no evidence that the project would cause significant environmental effects in certain environmental areas (e.g. agricultural resources) and no further analysis of those topics was required. Hardt-Holoch said it has been determined that all environmental impacts studied will have no impact, less than significant impact or can be mitigated to a less than significant impact.

On June 23, 2010 the Planning Commission considered the Final EIR at a public hearing and recommended that the City Council certify that the Final EIR has been prepared in compliance with CEQA.

In addition a Mitigation Monitoring Program has been prepared pursuant to CEQA Guidelines Section 15097 that specifies the agency or person responsible for monitoring or reporting on implementation of the mitigation measures described in the EIR. The Mitigation Monitoring Program contains a list of the potential impacts, mitigation measures, the person or agency responsible for implementing the mitigation measures and the responsible monitoring party. It is recommended that the City Council adopt the "Sacred Heart Schools Mitigation Monitoring Program."

Mayor McKeithen said it is always a pleasure working with Sacred Heart Schools because they are always so thorough in all of their analyses. Vice Mayor Dobbie concurred.

Council Member Carlson agreed. Carlson asked what percentage of students are local and could there be some sort of transportation system to alleviate the roadways.

Sandy Dubinsky, SHS, said the school has approximately 750 families with 150 families from Atherton. Dubinsky said the school currently sends vans to the Menlo Park Caltrain station to pick up students and the school staggers start times and dismissal times.

Mayor McKeithen gave several edits to the resolution. Council accepted all non-substantive edits.

MOTION by Dobbie, second by Carlson to Adopt the Resolution 10-40 certifying the Final Environmental Impact Report for the Sacred Heart Schools Master Plan Project as adequate and prepared in accordance with the California Environmental Quality Act and adopting the Sacred Heart Schools Mitigation Monitoring Program with the edits made to resolution 10-40. The motion passed.

Ayes: 3 Nays: 0 Abstain: 2 (Lewis, Marsala) Absent: 0

25. 150 VALPARAISO AVENUE (APN 070-390-010) CONDITIONAL USE PERMIT FOR WEST FIELDS PROJECT

Report: Town Planner Neal Martin

Recommendation: Make the required findings and approve the West Fields Conditional Use Permit with the conditions recommended in the draft Conditional Use Permit Certificate.

Mayor McKeithen stated for the record that Council Members Lewis and Marsala live within 500 feet and will remain recused until after this item.

Town Planner Neal Martin stated that Sacred Heart School will submit one or more applications for conditional use permits to the Town for approval of the development projects described in the master plan. However, SHS has applied for one conditional use permit to be considered simultaneously with the review of the EIR; that is the West Fields Project.

Martin said while no new facilities are proposed, the existing baseball, soccer and multi-purpose fields are proposed to be relocated and realigned in order to separate the baseball and soccer fields. A multi-purpose field (practice field) is proposed to be constructed southerly of the baseball field. Martin added

that the existing Elena parking lot in the western most part of the campus is proposed to be extended towards Park Lane. The extension layout will match the existing lot.

Martin said all of the fields will be replaced using synthetic turf. There are no Heritage Trees impacted by this project and no lights are proposed on any of the fields. Martin concluded that noise impacts associated with the West Fields were analyzed in the Draft EIR and found to be less than significant

Mayor McKeithen asked if any Park Lane residents had any objections to the parking lot being so close. Martin said no objections were received.

McKeithen asked what the projected enrollment is. Martin said 1,196 is the maximum and is what has been projected.

McKeithen gave some non-substantive edits to the conditional use permit.

MOTION by Dobbie, second by Carlson to Make the required findings and approve the West Fields Conditional Use Permit with the conditions recommended in the draft Conditional Use Permit Certificate with the edits made. The motion passed.

Ayes: 3 Nays: 0 Abstain: 2 (Lewis, Marsala) Absent: 0

REGULAR AGENDA (Items 26-30)

17. ATHERTON LIBRARY TASK FORCE RECOMMENDATIONS

Report: City Manager Jerry Gruber

Recommendation: To Be Determined

City Manager Gruber thanked the Library Task Force and the Friends of the Library for working together on getting a list of potential Committee members. Gruber said he recommends Council approve the list and give staff further guidance on next steps.

Carine Risley, Atherton Library Branch Manager said the Library Task Force actively recruited for members of the Steering Committee. Risley said Council has a list of everyone who applied.

Joanne Sanders, Friends of the Library, gave a brief background on how the members were selected and said the Committee will allow anybody from the public who wants to participate at the meetings to do so.

Denise Kupperman said they were under the assumption that the Steering Committee is an advisory committee to the Council.

Council Member Carlson asked what the concerns are that need to be addressed further.

City Attorney Furth said the Town has a standard procedure on specifying committees including terms and memberships and all advisory committees are subject to the Brown Act. Furth recommended that Council directed staff to bring back language which would incorporate this new advisory committee into that procedure.

Council Member Lewis said the Town Center Task Force has had a library liaison at each meeting and she would like to continue that trend. Lewis said the TCTF will be more than happy to share their process documents with the steering committee as a model.

Council Member Lewis questioned what other sites will be looked at for the library. Risley said only the park and the current site at this time. Lewis said the current site could potentially be incorporated with the new town center in some shape or form in a new location.

City Attorney Furth said that the project will be subject to an EIR which will require looking at a range of alternatives.

MOTION by Lewis, second by Marsala to approve the appointments and allow the Library Steering Committee to begin meetings and bring back a resolution for ratification at the August meeting. The motion passed.

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

City Manager Gruber said he will brief Council on what transpires at the first meeting.

29. FINANCE COMMITTEE RECOMMENDATIONS FROM JULY 14, 2010 COMMITTEE MEETING

Report: City Manager Jerry Gruber

Recommendation: Approve Resolution 10-41 adopting the recommendation for direction from City Council to the Finance Committee

City Manager Gruber said the Finance Committee was unclear on what they are directed to discuss and review. Gruber said the 5-year financial plan is one of the highest priorities for Council.

Vice Mayor Dobbie said the Town has a very talented Finance Committee with a lot of experience in both the private and public sector.

Council Member Marsala said he has been advocating for years that the Finance Committee needed a broader range of study.

Mayor McKeithen said the Finance Committee wants to be able to look at anything such as issues raised regarding outsourcing, building fees and parcel tax distribution.

Council Member Carlson said the City Attorney's report addresses the issues he was concerned about and is ready to endorse the resolution.

Council Member Lewis said the Town has bright and capable minds on the Finance Committee and she feels that the Committee can handle any concerns Council has. Lewis added that Council has to be careful with how they move forward with committees so they don't jeopardize themselves and Council must engage in good faith labor negotiations.

Mayor McKeithen was thankful for the guidance but felt it should have been given a long time ago.

Bill Widmer, Audit Committee member, said the City is burning a substantial amount of reserves and allowing input from residents helps address this dire issue.

Jon Buckheit, Atherton resident, said Unions are a big part of financial problems. Buckheit added that in order to move forward the Town needs elected officials who know what the right thing is and not recreate their positions when there is public outcry.

Greg Conlon, Finance Committee member, supported the resolution. Conlon said the Finance Committee will focus on the five-year plan and find out what the impacts would be if we bury certain costs and that will drive certain recommendations.

Mike McPherson, Atherton resident, said he has attended every Finance committee meeting since it expanded and he supports the resolution.

City Attorney Furth stated that the letter written by Finance Committee member Alain Enthoven was very appropriate and does not conflict with any of the legal advice given by her firm.

MOTION by Carlson, second by Lewis to approve Resolution 10-41 adopting the recommendation for direction from City Council to the Finance Committee. The motion passed.

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

27. DISCUSS MCDONOUGH HOLLAND & ALLEN PC (MHA) CESSATION OF OPERATIONS

Report: City Manager Jerry Gruber

Recommendation: To Be Determined

City Attorney Furth said McDonough Holland & Allen is ceasing operations, and within the next few weeks, she and the other members of the firm that work for Atherton will be joining new law firms in particular, Burke Williams & Sorensen which has its offices in Menlo Park. Furth recused herself due to a conflict of interest and left the room.

City Manager Gruber said the Town received a memo in early July stating that MHA will terminate on August 31, 2010 due to the closure of the law firm. Gruber added that it would be in the Town's best interest to retain the services of the Town's current attorneys for reasons of continuity and legal stability.

Vice Mayor Dobbie said that if the Town is going to have a recommendation that it retain the current legal services, it should either be brought by the Mayor or not at all. Dobbie said he has no idea who this new law firm is and law firms at the moment are very hungry. Dobbie concluded that the Town should open this up to competition from other law firms and allow the present City Attorney and whatever firm she's joining to participate in the process so that the Town can see if it can save money and have a better City Attorney, if appropriate. Dobbie said this is an ideal time to go out for bids so that we can have other law firms participate in this practice.

Council Member Carlson said it makes sense to begin a process to evaluate the new law firm that our attorney is associating with. Carlson questioned whether this should wait until January when the Town has a new Council.

Council Member Marsala said he agrees that it's a good opportunity to put this out to bid and see what's out there. Marsala added that the Town obviously needs legal representation and he is not familiar with what process the Town has that allows the continuation if the firm does not exist.

City Manager Gruber said that in some of the other jurisdictions that MHA represents, those governing bodies have just accepted the transition under a new law firm. The RFP process was a lengthy process which involved the City Council and the management staff. Gruber said there was a series of meetings and then the law firms were narrowed down based on the interviewing process, and a selection was made.

Vice Mayor Dobbie said the last time the Town selected a law firm, the atmosphere was quite different in the country, the financial atmosphere in the country was quite different, and the short list of firms that applied were not very impressive to him. Dobbie said today the Town has a whole different situation.

Council Member Carlson suggested potentially forming an ad hoc committee consisting of the Mayor and whoever she might select to negotiate the transition bill and the cost structure to help ensure that we do not see a big increase from the current level.

Council Member Lewis said she does not see this as a golden opportunity to get a much better deal. Lewis added that the last year and a half has been a tremendous learning curve with an untold amount of legal problems and that Atherton is a very complicated town. Lewis said Burk, Williams & Sorensen should send the Town a proposal and fee structure and the Town should look at other law firms and see what is out there. Lewis concluded that the level of legal services has been far better than what the Town had been getting in the past and it was evident. Lewis agreed that the Town should retain the legal services for the transition and start a bid process with the new firm and go out for an RFP when it is reasonably doable.

Mayor McKeithen said the Attorney serves at the direction of Council. McKeithen said the Town needs some retired lawyers and judges who live in Atherton to be able to assist in this process. McKeithen said several members of this council have the appearance if not a valid conflict of interest in the past because of certain personal issues and it is not proper for those Council Members to vote for continuation of that attorney as our representative. McKeithen added that the Town's litigation has escalated out of control.

McKeithen said she has concerns and issues with the Attorney's ethics and lack of transparency and responsiveness. McKeithen concluded that the current attorneys have done a far better job than past attorneys but it doesn't mean to say that they can not do better.

Jon Buckheit, Atherton resident, read a statement for the record from resident Kimberley Sweidy from Broadacres Avenue. Sweidy opposed keeping the current attorneys on board.

Buckheit added that there is an enormous amount of legal resources that the Town should tap into to help assist in the process of picking the best possible Attorney. Buckheit concluded that the residents of this Town are paying an enormous amount of taxes to live here and deserve a City Attorney who cares about the residents.

John Ruggeiro, Atherton resident, said the buck stops with the Council and it's up to the current five Council members to conduct Town business.

Greg Conlon, Atherton resident, said the Town needs to have the continuity and the expertise of the attorneys they have now. Conlon did not believe there was an issue of performance and said if Council is not satisfied with the relationship then it should have taken action earlier.

Vice Mayor Dobbie said he supports appointing the Mayor to set up an expert committee of three to four people to start the process of preparing RFPs for other law firms to compete for the Town.

Council Member Carlson felt that an ad-hoc committee was an interesting idea and felt the expertise of Town residents would be helpful in the assessment.

Mayor McKeithen clarified the process used when the Town hired the City Manager. McKeithen suggested setting up a special meeting to develop the process amongst the Council, and go from there.

Council agreed to set up a special meeting within the next two week.

26. RECONSIDERATION OF ROAD IMPACT FEE REFUNDS

Report: City Manager Jerry Gruber

Recommendation: To Be Determined

City Manager Gruber said staff summarized what they hope to accomplish including recommendations, a summary of everything that has taken place in the past, and specifies what Council can deliberate. Gruber suggested taking up each recommendation separately.

Recommendation #1: Pass a motion rescinding the motion passed 4-0 with 1 absent on February 17, 2010, to increase the balance of the Road Impact Fee Fund by \$1,113,000 to correct inappropriate charges made in the previous years.

Council Member Carlson said he understood that the amount to be corrected was not yet ascertained and felt the Finance Committee could be utilized to look at the inappropriate charges to the Road Impact Fee Fund, the indirect charges for labor from Public Works, and administrative overhead charges.

City Attorney Furth said the \$1,113,000 that was passed by Council actually represents those three areas that Mr. Carlson just referred to and the Finance Director has broken this down into a series of recommendations that should be taken in order. Furth concluded that at the end of the steps taken the idea would be that the \$432,713 would be back in the Road Impact Fee Fund and the Finance Committee would review the inappropriate charges.

Jon Buckheit, Atherton resident, opposed the Town refunding any Road Impact Fees.

Denise Kupperman, Atherton resident, said this is a difficult issue and thanked Council for taking the time to review it once again.

MOTION by Carlson, second by Marsala to rescind the motion passed on February 17, 2010, to increase the balance of the Road Impact Fee Fund by \$1,113,000 to correct inappropriate charges made in the previous years. The motion passed unanimously.

Recommendation #2: Pass a motion rescinding the motion passed 3-1 with 1 absent on February 17, 2010, to accept the citizens' group proposal to refund fees paid between July 1, 2006 through December 18, 2009 for an amount not to exceed \$1,655,000 and to be prorated after ninety days if the total applicants' dollar value of the refunds exceed the fund.

Council Member Carlson commented that he originally voted for this but the five-year financial projection changed his mind. Carlson credited Mike McPherson for articulating his arguments against the refunds.

Mike McPherson, Atherton resident, thanked Carlson for bringing himself and Jeff Wise together to come to a compromise on the refunds.

Denise Kupperman, Atherton resident, said the refunds are a question of policy and should not be coupled with financial discussions.

Jon Buckheit, Atherton resident, agreed with Kupperman.

MOTION by Carlson, second by Marsala to rescinding the motion passed on February 17, 2010, to accept the citizens' group proposal to refund fees paid between July 1, 2006 through December 18, 2009 for an amount not to exceed \$1,655,000 and to be prorated after ninety days if the total applicants' dollar value of the refunds exceed the fund. The motion passed unanimously.

Recommendation #3: Pass a motion to limit the Road Impact Fee refund to the additional 40% increment that went into effect on August 17, 2007, as proposed in the Colleagues Memorandum; directed staff to prepare a resolution authorizing the 40% Road Impact Fee increment refund for approval by the City Council at its next regular meeting.

Mayor McKeithen said the forty (40) percent increment automatically occurred because of the Building Department increase in fees and a nexus study was never completed to support that increase.

Council Member Marsala noted that the increase put the Town roughly forty percent higher than surrounding jurisdictions. He added that there are approximately forty cities statewide who charge a Road Impact Fee which affects schools, developers, and residents. Marsala concluded that this motion would put the Town back into a fair range.

Vice Mayor Dobbie said he has been a vocal proponent of a Road Impact Fee charge. Dobbie said it is a very fair fee for the damage that is done to Atherton roads.

Council Member Lewis said property taxes goes up once a new home is developed and since Atherton's main source of revenue is property tax the Town should think twice about charging the fee so the Town doesn't lose developers. Lewis concluded that it would be a huge compromise to refund the forty percent over charge of Road Impact Fees.

Mayor McKeithen said she supports this because although she does not believe the Road Impact Fee is illegal she believes the Town did not fulfill the responsibility of completing a nexus study to legalize the increase.

Jon Buckheit, Atherton resident, questioned whether the whole fee is illegal, part of it or none of it. Buckheit concluded that the Town should consider reinstating the fee at the baseline fee without the forty percent increase.

Council Member Marsala said the biggest issue for Council to decide is when a fee is a fee and when it may be a tax.

MOTION by Marsala, second by Carlson to limit the Road Impact Fee refund to the additional 40% increment that went into effect on August 17, 2007, as proposed in the Colleagues Memorandum; and direct staff to prepare a resolution authorizing the 40% Road Impact Fee increment refund for approval by the City Council at its next regular meeting. The motion passed.

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

Recommendation #4: Approve the use of General Fund undesignated reserve of \$432,713 to repay the Road Impact Fee Fund to correct a Fiscal Year 2003-2004 charge for corporation yard improvements; direct staff to bring back a budget amendment at its next regular meeting. Finance Director Ho said staff is in the process of closing the books for fiscal year 2009/10 and she hopes to have a number sometime next month. Ho said there might be excess reserves left over but definitely not enough to cover the refunds.

Mayor McKeithen said she has concerns with taking the money out of reserves because the Town needs to tighten their belts. McKeithen believes the refunds should be paid with reserves from fiscal years 09/10 and 10/11.

City Manager Gruber said there are other obligations that the Town has approved the excess funds to pay for, specifically the John Johns settlement.

MOTION by Lewis, second by Carlson to approve the use of General Fund undesignated reserve of \$432,713 to repay the Road Impact Fee Fund to correct a Fiscal Year 2003-2004 charge for corporation yard improvements; direct staff to bring back a budget amendment at its next regular meeting. The motion passed.

Ayes: 3 Nays: 2 (McKeithen, Dobbie) Abstain: 0 Absent: 0

Mayor McKeithen said she is opposed because she does not believe it should come out of undesignated reserves.

Recommendation #5: Direct the Finance Committee to review, determine, and report back to the City Council the proper amount of engineering and administrative overhead charges that should be allocated to the Road Impact Fee Fund.

Mayor McKeithen said she found a charge for eight hours of attorney work on the Road Impact Fee at the behest of someone besides the entire Council. McKeithen questioned who authorized the work.

City Manager Gruber said he authorized the work. McKeithen said attorney work is at the request of Council as noted in the Municipal Code.

Council Member Lewis questioned why a third party is not being considered to review the inappropriate charges that include the indirect costs and administrative costs.

MOTION by Carlson, second by Lewis to direct the Finance Committee to review, determine, and report back to the City Council the proper amount of engineering and administrative

overhead charges that should be allocated to the Road Impact Fee Fund. The motion passed unanimously.

Recommendation #6: Approve an agreement with MuniServices for refund administration; authorize the City Manager to execute the contract.

Finance Director Ho said she is still negotiating with MuniServices and is confident it will be much lower since there is a considerable less amount of work then what was first proposed.

MOTION by Carlson, second by Lewis to approve an agreement with MuniServices for refund administration; authorize the City Manager to execute the contract conditioned upon the Finance Director seeking the lowest possible cost. The motion passed unanimously.

28. CODE ENFORCEMENT ALTERNATIVES

Report: City Manager Jerry Gruber

Recommendation: Continue to use CSG and the Towns current Code Enforcement Official until additional information can be obtained regarding cost and service

Council tabled item 28 to a future agenda.

30. RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES – League of California Cities Annual Conference – September 17-19, 2010

Report: City Manager Jerry Gruber

Recommendation: Adopt Resolution 10-42 Designating voting delegate and alternate to the League of California Cities Annual Conference

City Manager Gruber informed Council that this conference takes place during the September Council meeting and Council has eliminated all funding from the Town's budget.

Deputy City Clerk DellaSanta clarified that the business meeting takes place on Friday and any Council Member can either attend the entire conference or just the day of the business meeting in order for the Town to vote.

Mayor McKeithen asked if there is a Council Member who wants to attend and self fund the trip.

No Council Members offered to attend.

No further action was taken.

Council took up item 16 next.

16. RECLASSIFICATION OF THE “TEMPORARY” ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF TO “REGULAR” EXECUTIVE ASSISTANT/POLICE DEPARTMENT

Report: Assistant City Manager Eileen Wilkerson

Recommendation: Reclassify the employment status of the temporary Administrative Assistant to the Police Chief to regular employment status,

approve designation to the job classification Executive Assistant, set full time equivalent to 1.0 FTE and Set the Bargaining Unit as Confidential

Mayor McKeithen felt it was necessary to hold off on this until Council discusses the classification study. McKeithen added that this position would make the Town the 4th highest paid position in the County.

Council Member Lewis said Council was informed that this would be forthcoming and it was included in the approved fiscal year 2010-11 budget. Lewis concluded that the Town approved a parcel tax for these services and the position should be approved.

Vice Mayor Dobbie said he has some concerns with the Town's current financial status and if the Town can save on expenses by not doing something that is already in the budget then they should.

Assistant City Manager Wilkerson said the current employee has been in this position for approximately ten years and has always been a temporary employee. Wilkerson said the incumbent maintains all police personnel files; and providing a temporary employee with complete access to safety personnel records and information that is subject to privacy issues is not best practices and could potentially harm the Town.

Mayor McKeithen said the issue could be resolved by designating the incumbent as a regular, part-time employee and the Town would still save money. McKeithen said the compensation needs to be considered by Council.

Vice Mayor Dobbie said the employee would be going from \$29 to more than \$51 per hour and the Town can not afford to do this at the present time.

Wilkerson reminded Council that any legal action taken as a result of having a temporary employee in this position would cost much more.

Chief Guerra added that the position is unique because the current employee takes care of all training documentation, copies personnel files for attorneys, prepares grant writings and occasionally appears in court.

MOTION by Carlson, second by Dobbie to table the item for at least thirty days or until Council has discussed and reviewed the classification study. The motion passed.

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

19. APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM FOR DAMAGES BY KIMBERLY SWEIDY AND RAYMOND STATA – RECOMMEND DENIAL

Report: City Manager Jerry Gruber

Recommendation: Adopt Resolution 10-39 rejecting the application of Kimberly Sweidy and Raymond Stata

Mayor McKeithen pointed out a typographical error in the resolution.

MOTION by Dobbie, second by Carlson to adopt Resolution 10-39 rejecting the application of Kimberly Sweidy and Raymond Stata. The motion passed.

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

21. APPROVE CONSULTANT SERVICE AGREEMENT FOR HIGH SPEED RAIL GOVERNMENT AFFAIR SERVICE WITH CAPITOL ADVOCATES FOR AN AMOUNT NOT TO EXCEED \$60,000.00 (\$5,000 PER MONTH)

Report: City Manager Jerry Gruber

Recommendation: Approve Consultant Services Agreement for High Speed Rail Government Affairs Services with Capitol Advocates

Council Member Lewis said Palo Alto has not renewed this contract and questioned whether Atherton should.

Council Member Carlson said Mr. Mehta has accomplished a lot since he was hired, specifically getting Curt Pringle to the area for a tour; and the next few weeks are critical in Sacramento with the budget. Carlson suggested directing the City Manager to talk with his colleagues in Palo Alto and Menlo Park to discuss a three-month extension.

Mayor McKeithen said the contract can be terminated at any time without or without cause.

City Manager Gruber said the Town is making major headway with Mr. Mehta and saying no to his services right now would be premature. Gruber said Mehta is causing activities at all levels in Sacramento.

Denise Kupperman, Atherton resident, opposed a lobbyist considering the current budget.

Mayor McKeithen noted that the Town does not oppose high speed rail. The Town wants environmental impacts and alternatives analyzed.

Mike McPherson, Atherton resident, said the Town's position is to "do it right, or don't do it at all."

MOTION by McKeithen, second by Dobbie to approve Consultant Services Agreement for High Speed Rail Government Affairs Services with Capitol Advocates. The motion passed.

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

31. COUNCIL REPORTS

Nothing further to add to written report.

32. FUTURE AGENDA ITEMS

None.

33. PUBLIC COMMENTS

None.

34. ADJOURN

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

Mayor McKeithen adjourned the meeting at 11:10 p.m.

Respectfully submitted,

**Theresa DellaSanta
Deputy City Clerk**



Draft Minutes
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL DRAINAGE
DISTRICT
August 2, 2010
9:00 A.M.
Town Council Chambers
94 Ashfield Road
Atherton, California
Special Meeting

ROLL CALL Lewis, Dobbie, Marsala, McKeithen, Carlson

Carlson was excused.

PUBLIC COMMENTS

None.

REGULAR

1. ADOPTION OF RESOLUTION REJECTING CLAIM SUBMITTED BY MCNEILL LAW OFFICES ON BEHALF OF PACIFIC PENINSULA GROUP

Report: Assistant City Manager Eileen Wilkerson

Recommendation: Adopt Resolution No. 10-42 rejecting claim of Pacifica Peninsula Group

Council Member Marsala recused himself due to personal preference.

Rose Hau, Atherton resident, questioned if this is the standard procedure for rejecting claims with the Town.

Council Member Lewis said the road impact fee is illegal and should be refunded to those who paid it. Lewis said the Town has been talking about its legality for three years.

Vice Mayor Dobbie said Council made a mistake by rescinding the road impact fee. Dobbie felt the large construction trucks do more damage on the roads than any other vehicles.

Council Member Lewis said the Town did not follow appropriate legal procedures by completing a nexus study and therefore these fees are illegal.

Mayor McKeithen said the Town has received several different legal opinions on the legality of the fee and the Town is unsure as to whether the fee is illegal. McKeithen said the 40% increase was definitely illegal because the Town did not complete a nexus study as required by law.

MOTION by Dobbie, second by McKeithen to Adopt Resolution No. 10-42 rejecting claim of Pacific Peninsula Group. The motion failed.

Ayes: 2 Nays: 1 (Lewis) Abstain: 0 Absent: 2 (Carlson, Marsala)

2. REVIEW AND GIVE DIRECTION TO STAFF IN REGARD TO THE CITY ATTORNEY SERVICES AND ESTABLISH: 1) A POTENTIAL REQUEST FOR PROPOSAL (RFP) PROCESS AND; 2) A POTENTIAL AD-HOC COMMITTEE TO ASSIST IN THE RFP PROCESS

Report: Verbal from City Manager Gruber

Recommendation: To Be Determined

City Manager Gruber said there is a draft agreement from Burke Williams & Sorensen included in the packet.

Council Member Lewis believed Council could not discuss the draft agreement because it is not on the Agenda. Council agreed.

Mayor McKeithen brought recent RFP documents from the Village of Marvin, North Carolina and the City of Orange Cove, California for review by Council as a reference.

City Manager Gruber said staff has extensive documents from Management Partners, Incorporated who was in charge of the last City Attorney RFP process.

Mayor McKeithen said a citizens committee is very important in this process because Council does not have all of the professional capability to evaluate attorneys, a dismal job has been done in the past and the attorney's fees are too high.

Council Member Lewis said the Town did an excellent job in selecting the current City Attorney. Lewis said the evaluations for the current law firm were stellar both from Council and staff. Lewis volunteered to be on the ad-hoc committee.

Vice Mayor Dobbie said he was not impressed by the pool of applicants during the last RFP process.

Council Member Marsala said he is comfortable with citizen review of the RFP process.

Peter Carpenter, Atherton resident, handed out a handbook for municipal lawyers from the League of California Cities. Carpenter said Council should make sure to select a firm who understands the concepts and values in the handbook.

William Grindley, Atherton resident, said although he was not on the best terms with Wynne Furth when she was first hired she has done an immense job. Grindley said the Furth's effort and her character got the Town a much better zoning code document.

Rose Hau, Atherton residents, said an RFP takes time and money and she is puzzled as to why Council is supporting it. Hau asked what claims, issues and concerns Council actually has with the current attorney.

Council member Lewis suggested making copies of the documents Mayor McKeithen had and documents staff has from the previous RFP process for review. Lewis said an ad-hoc committee should be selected by the full Council.

Council Member Lewis and Vice Mayor Dobbie both volunteered to be on the ad-hoc committee.

Council agreed to have staff copy the two proposals brought by Mayor McKeithen, the Management Partners information and the municipal lawyer's handbook for review and discussion at the next regular council meeting. Council will select the members of the ad-hoc committee and discuss the composition at the next regularly scheduled meeting.

11:00 A.M. ADJOURN

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

Mayor McKeithen adjourned the meeting at 9:47 a.m.

Respectfully submitted,

Theresa DellaSanta
Deputy City Clerk

**TOWN OF ATHERTON
CLAIMS LIST JULY 2010**

	<u>Amount</u>
A/P Checks (#10578-10684)	\$ 422,055
Payroll Checks (# 67-86)	12,094
Direct Deposit - Payroll	410,678
Electronic Transfer - A/P & Payroll	304,618
JULY 2010 Total	1,149,445

I, Jerome D. Gruber, City Manager of the Town of Atherton, do hereby certify under penalty of perjury that the demands listed above, check numbers 67-86 (payroll), and 10578-10684 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,149,445 are true and correct, and that there are sufficient funds for payment.

Jerome D. Gruber
City Manager

The above claims, check numbers 67-86 (payroll), and 10578-10684 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,149,445 are true and correct, and are authorized for payment.

Kathy McKeithen
Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$ 905,165
105	Tennis	1,985
201	Special Parcel Tax	190,567
202	Road Construction Impact	1,392
213	Library	2,361
401	GF Projects	4,750
610	Equipment Replacement	43,225
	TOTAL	1,149,445

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 10578	Check Date: 07/06/2010	Vendor: 00298	CMTA DIVISION 7	
	CMTA 07-29-10 CMTA- CSMFO Joint Meeting L.Ho		07/07/2010	40.00
			Check Total:	40.00
Check No: 10579	Check Date: 07/06/2010	Vendor: 00373	CRW SYSTEMS INC	
10-162	Annu.tech Support, Maint 7/1/10-6/3		05/21/2010	8,500.00
10-162	Annu.tech Support, Maint 5/1/10-6/3		05/21/2010	1,415.00
			Check Total:	9,915.00
Check No: 10580	Check Date: 07/06/2010	Vendor: 00689	IWORQ SYSTEMS, INC	
3336	Iworq Internet Pavement Mgmt July		06/21/2010	75.00
			Check Total:	75.00
Check No: 10581	Check Date: 07/06/2010	Vendor: 00797	LIEBERT CASSIDY WHITMORE	
116085	San Mateo Cnty Employ Con 7/1/10-		05/04/2010	4,238.00
			Check Total:	4,238.00
Check No: 10582	Check Date: 07/06/2010	Vendor: 01197	SAN MATEO CNTY AIRPORT FUND	
FY2010-2011	Ann Contri to Roundtable Fund 2010		07/02/2010	1,500.00
			Check Total:	1,500.00
Check No: 10583	Check Date: 07/06/2010	Vendor: 01349	TEAMSTERS LOCAL 856 H & W	
	PR Batch 501 6 2010 Dental Insuran		06/02/2010	6,721.00
	PR Batch 502 6 2010 Dental Insuran		06/16/2010	143.00
501-06-10ADJ	Correct T. Weber dental 501-06-2010		06/18/2010	-143.00
			Check Total:	6,721.00
Check No: 10584	Check Date: 07/06/2010	Vendor: 01449	VISION SERVICE PLAN	
	PR Batch 501 6 2010 Vision Insuran		06/02/2010	801.18
	PR Batch 502 6 2010 Vision Insuran		06/16/2010	27.20
502-06-10AD	July 07 invoice reconciliation		07/07/2010	0.16
			Check Total:	828.54
Check No: 10585	Check Date: 07/12/2010	Vendor: 00868	DENNIS MCDONNELL	
061-103-110	Refund FY 06 wrong class assessmen		07/12/2010	375.00
			Check Total:	375.00
Check No: 10586	Check Date: 07/15/2010	Vendor: 00037	AFLAC	
	PR Batch 501 6 2010 AFLAC Accide		06/02/2010	227.46
	PR Batch 501 6 2010 AFLAC Cance		06/02/2010	159.75
	PR Batch 501 6 2010 AFLAC Dental		06/02/2010	90.41
	PR Batch 501 6 2010 AFLAC Hospit		06/02/2010	76.76
	PR Batch 501 6 2010 AFLAC Intensi		06/02/2010	24.39
	PR Batch 501 6 2010 AFLAC Life Pr		06/02/2010	34.14
	PR Batch 501 6 2010 AFLAC PersDi		06/02/2010	22.29
	PR Batch 501 6 2010 AFLAC Specif		06/02/2010	50.24
	PR Batch 501 6 2010 AFLAC-STD		06/02/2010	41.35
	PR Batch 502 6 2010 AFLAC-STD		06/16/2010	41.35
	PR Batch 502 6 2010 AFLAC Specif		06/16/2010	50.24
	PR Batch 502 6 2010 AFLAC Accide		06/16/2010	227.46
	PR Batch 502 6 2010 AFLAC Cance		06/16/2010	159.75
	PR Batch 502 6 2010 AFLAC Dental		06/16/2010	90.41
	PR Batch 502 6 2010 AFLAC Hospit		06/16/2010	76.76
	PR Batch 502 6 2010 AFLAC Intensi		06/16/2010	24.39
	PR Batch 502 6 2010 AFLAC Life Pr		06/16/2010	34.14
	PR Batch 502 6 2010 AFLAC PersDi		06/16/2010	22.29
			Check Total:	1,453.58

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 10587 31427261	Check Date: 07/15/2010 Temp Dean, Hazel 06/28/10 - 07/02/	Vendor: 00025	ACCOUNTEMPS 07/07/2010	1,700.00
			Check Total:	1,700.00
Check No: 10588 286	Check Date: 07/15/2010 Ann CPCA 7/1/10-6/30/11 M.Guerra	Vendor: 00197	CA POLICE CHIEF'S ASSN 07/01/2010	300.00
			Check Total:	300.00
Check No: 10589 TA070610	Check Date: 07/15/2010 Business Cards J.Gruber,non-window	Vendor: 00433	DOUGLAS PRINTERS 07/06/2010	511.29
			Check Total:	511.29
Check No: 10590 2	Check Date: 07/15/2010 HIP Housing/Homesharing Prog FY2	Vendor: 00602	HUMAN INVESTMENT PROJECT, INC 07/06/2010	2,500.00
			Check Total:	2,500.00
Check No: 10591 CFIS101FY10/11Ann Contri FY 10/11 Forensic Interv	Check Date: 07/15/2010	Vendor: 00733	THE KELLER CENTER 03/31/2010	1,200.00
			Check Total:	1,200.00
Check No: 10592 21593	Check Date: 07/15/2010 White Core engraved, Plate, J.Wade	Vendor: 00753	KREFELD'S AWARDS, INC 07/08/2010	38.24
			Check Total:	38.24
Check No: 10593 4147	Check Date: 07/15/2010 Law enforce Police manual 6/1/10-5/	Vendor: 00793	LEXIPOL LLC 05/01/2010	2,450.00
			Check Total:	2,450.00
Check No: 10594 40362	Check Date: 07/15/2010 Employee Assist Svcs 07/01/10 - 09/	Vendor: 00917	MILLS-PENINSULA HEALTH SERVICE 07/02/2010	551.25
			Check Total:	551.25
Check No: 10595 ACCENT COUNTERS	Check Date: 07/15/2010 Business Lic Accent Counters 07/06/	Vendor: 00929	MUNI SERVICES LLC 07/06/2010	75.00
			Check Total:	75.00
Check No: 10596 524803522001	Check Date: 07/15/2010 Cartridge, TPE, 3/4", Red on Wht	Vendor: 00977	OFFICE DEPOT 07/02/2010	13.68
			Check Total:	13.68
Check No: 10597 FY 2010/2011	Check Date: 07/15/2010 FY 2010/2011 Contribution	Vendor: 01229	SAN MATEO CNTY NARCOTICS TASK 05/03/2010	26,699.00
			Check Total:	26,699.00
Check No: 10598	Check Date: 07/15/2010 PR Batch 501 7 2010 Teamsters Due	Vendor: 01353	TEAMSTERS UNION LOCAL 856 07/14/2010	401.55
			Check Total:	401.55
Check No: 10599 95077946	Check Date: 07/15/2010 Rent PD Modular 06/29/10 - 07/28/1	Vendor: 01273	WILLIAMS SCOTSMAN, INC 06/29/2010	724.97
			Check Total:	724.97
Check No: 10600 8002979	Check Date: 07/15/2010 Admin 5/24-6/24	Vendor: 00017	ABAG POWER PURCHASING POOL 07/01/2010	35.39
8002979	Station Ln Planning 5/26-6/24/10		07/01/2010	10.30
8002979	Station Ln Bldg 5/26-6/24/10		07/01/2010	61.80
8002979	91 Ashfield Police Dept 5/24-6/24		07/01/2010	60.25
8002979	Station Ln DPW 5/26-6/24/10		07/01/2010	30.90

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
8002979	Corp office storage 5/26-6/24/10		07/01/2010	45.73
8002979	150 Watkins HP Activities Bldg 5/27		07/01/2010	81.12
8002979	150 Watkins HP Park 6/1-6/25		07/01/2010	106.32
8002979	160 Watkins HP Park 5/27-6/25		07/01/2010	109.74
8002979	Station Ln Library 5/26-6/24/10		07/01/2010	28.45
Check Total:				570.00
Check No: 10601	Check Date: 07/15/2010	Vendor: 00025	ACOUNTEMPS	
31401893	Temp Dean, Hazel 06/21/10 - 06/25/		07/01/2010	1,700.00
Check Total:				1,700.00
Check No: 10602	Check Date: 07/15/2010	Vendor: 0734	AK & COMPANY	
ATHER - NEW	Prep of FY 08-09 SB-90 Annual Clai		06/04/2010	1,475.00
Check Total:				1,475.00
Check No: 10603	Check Date: 07/15/2010	Vendor: 00077	AT&T CALNET 2	
000001454429	752-8099 05/27/10 - 06/26/10		06/27/2010	509.51
000001454428	752-0600 05/27/10 - 06/26/10		06/27/2010	112.04
000001465830	327-3232 06/01/10 - 06/30/10		07/01/2010	15.78
000001465831	327-4859 06/01/10 - 06/30/10		07/01/2010	55.46
000001465832	327-4866 06/01/10 - 06/30/10		07/01/2010	15.85
000001452301	322-8691 05/25/10 - 06/24/10		06/25/2010	15.78
000001454426	330-0686 05/27/10 - 06/26/10		06/27/2010	31.58
000001454427	566-0280 05/27/10 - 06/26/10		06/27/2010	213.05
Check Total:				969.05
Check No: 10604	Check Date: 07/15/2010	Vendor: 00127	BLOSSOM VALLEY CONSTRUCTION, I	
11216	HP Park Irrigation 03/26/10 - 04/30/		07/13/2010	145,044.28
11270	HP Park Irrigation 05/01/10 - 06/25/		07/13/2010	19,610.66
Check Total:				164,654.94
Check No: 10605	Check Date: 07/15/2010	Vendor: 00141	BPS DOCUMENT SOLUTIONS	
813408	Slides Microfilm, Flaged Drawing		05/25/2010	408.16
Check Total:				408.16
Check No: 10606	Check Date: 07/15/2010	Vendor: 00190	CA MUNICIPAL TREASURERS ASSN	
1238074	CMTA L.Ho		02/22/2010	155.00
Check Total:				155.00
Check No: 10607	Check Date: 07/15/2010	Vendor: 00205	CAL WATER SERVICE	
62126158/6-10	94 Ashfield 5/5/10 - 6/2/10		06/29/2010	41.83
91512681/6-10	91 Ashfield 5/5/10 - 6/2/10		06/29/2010	34.52
91512699/6-10	Station Lane Meter 5/5/10 - 6/2/10		06/29/2010	2.36
91512699/6-10	Station Lane Meter 5/5/10 - 6/2/10		06/29/2010	14.19
91512664/6-10	83 Ashfield 5/5/10 - 6/2/10		06/29/2010	30.86
91512699/6-10	Station Lane Meter 5/5/10 - 6/2/10		06/29/2010	7.10
62051509/6-10	Alameda/Atherton 5/5/10 - 6/2/10		06/29/2010	91.34
62061499/6-10	El Camino Real 5/5/10 - 6/2/10		06/29/2010	164.47
89783897/6-10	Maple 5/5/10 - 6/2/10		06/29/2010	24.47
97947324/6-10	El Camino Real (2) 5/26/10 - 6/23/10		06/29/2010	789.53
90069321/7-10	Station Lane 6/3/10 - 7/2/10		07/06/2010	806.04
62040688/7-10	99 Ashfield Rd 6/3/10 - 7/2/10		07/06/2010	50.50
62051537/6-10	150 Watkins 6/1/10 - 6/30/10		06/29/2010	26.37
6051537FirePro/	50 Watkins (Fire Protection)5/26-6/2		06/29/2010	195.92
97127159/6-10	2 Station Lane 5/5/10 - 6/2/10		06/29/2010	34.52
Check Total:				2,314.02
Check No: 10608	Check Date: 07/15/2010	Vendor: 00214	CALIFORNIA SECURITY ALARMS, IN	
10064220	Tech Inspected receiver,phone line,p		06/30/2010	180.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	180.00
Check No: 10609	Check Date: 07/15/2010	Vendor: 00281	CITY OF REDWOOD CITY	
BR24703	IT Support June 2010		06/30/2010	2,262.00
			Check Total:	2,262.00
Check No: 10610	Check Date: 07/15/2010	Vendor: 00653	AARON DALUGDUG	
134	Rental of a Flipchart Easel, Pads		05/12/2010	119.00
			Check Total:	119.00
Check No: 10611	Check Date: 07/15/2010	Vendor: 00550	JOSE GOTIERREZ	
0001	Cleaned Carpet on library, lobby 05/2		06/09/2010	500.00
			Check Total:	500.00
Check No: 10612	Check Date: 07/15/2010	Vendor: 00583	HAM RADIO OUTLET	
21-194190	3 Hour charger, Prog Software Cable		06/25/2010	590.71
			Check Total:	590.71
Check No: 10613	Check Date: 07/15/2010	Vendor: 00609	HOME DEPOT CREDIT SERVICES	
303170	Perennial 2G, 150FT Hose, Assmhsrl		06/09/2010	185.44
			Check Total:	185.44
Check No: 10615	Check Date: 07/15/2010	Vendor: 00697	J.J. NGUYEN INC	
MAR 2010	Holbrook-Palmer Park Tower Lawn		03/25/2010	4,080.00
			Check Total:	4,080.00
Check No: 10616	Check Date: 07/15/2010	Vendor: 00713	EDWARD A. JASMIN	
AT 07-08-10-01	Graphic Design Athertonian 6/15-6/2		07/08/2010	1,000.00
			Check Total:	1,000.00
Check No: 10617	Check Date: 07/15/2010	Vendor: 00813	MAIL COURIER SERVICE INC	
4-29-2010	John's Settlement - 1 envelope		04/29/2010	30.00
5-18-2010	Upper Channel CIP - 1 envelope		05/18/2010	52.00
			Check Total:	82.00
Check No: 10618	Check Date: 07/15/2010	Vendor: 00977	OFFICE DEPOT	
492471929001	Pen, ballpoint, Cartridge Red on wht		10/15/2009	30.82
524016772001	Folders, HNG, LTR 25BX - Finance		06/25/2010	24.40
524031002001	Dater, Box, Stor, Econ Letter ,Binde		06/25/2010	118.63
524098322001	Paper, RCY, 8.5 X 11, 104BR- Finan		07/01/2010	21.14
			Check Total:	194.99
Check No: 10619	Check Date: 07/15/2010	Vendor: 00993	ORCHARD SUPPLY HARDWARE	
1359/JUN 2010	Grabbers 8x2-1/2 F, 8x3" fine		06/25/2010	12.00
1359/JUN 2010	Sprinker Repair parts		06/25/2010	71.86
1359/JUN 2010	8x12 Exit, Heavy Duty C		06/25/2010	67.91
1359/JUN 2010	Electrical Tap, WP Wire Nut, Volt Te		06/25/2010	31.48
1359/JUN 2010	Blade refill, Liquid Soap, Zipit Nylon		06/25/2010	20.72
1359/JUN 2010	Custom Lights		06/25/2010	33.36
1359/JUN 2010	Light Bulbs, Ballast		06/25/2010	20.28
1359/JUN 2010	Repair broken conference table PD		06/25/2010	10.90
			Check Total:	268.51
Check No: 10620	Check Date: 07/15/2010	Vendor: 01037	PG & E	
3457969588-2/6	Signal El Camino Atherton 05/26-06/		06/24/2010	44.97
9291302548-9/6	Station Lane 05/26-06/24/10		06/25/2010	121.67
9531312943-9/6	93 Dinkelspiel Ln 05/26-06/24/10		06/25/2010	203.75
9166302556-6/6	Atherton Library 05/26-06/24/10		06/24/2010	756.50

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	1,126.89
Check No: 10621	Check Date: 07/15/2010	Vendor: 01089	PURCHASE POWER	
38852315	Postage Supplies - Finance Charge		07/04/2010	67.28
			Check Total:	67.28
Check No: 10622	Check Date: 07/15/2010	Vendor: 01159	ROGER REYNOLDS NURSERY	
656099	Used to Stake trees by Tracks		04/30/2010	25.60
			Check Total:	25.60
Check No: 10623	Check Date: 07/15/2010	Vendor: 01212	SAN MATEO CNTY CONTROLLERS OFF	
ATHERTON-APR Allocation of Parking Penalties Apr			05/01/2010	413.10
ATHERTON-MAA Allocation of Parking Penalties May			06/02/2010	261.50
			Check Total:	674.60
Check No: 10624	Check Date: 07/15/2010	Vendor: 01226	SAN MATEO CNTY HUMAN RESOURCE	
CI10-0043	Excel 2007 Introduction K.Anderson		06/02/2010	115.00
			Check Total:	115.00
Check No: 10625	Check Date: 07/15/2010	Vendor: 01313	SPRINT	
130538811-031	Mobile Data Comm PD 05/26/10-06/		06/29/2010	440.50
			Check Total:	440.50
Check No: 10626	Check Date: 07/15/2010	Vendor: 01453	VOYAGER FLEET SYSTEMS INC.	
869016477006	Motorcycle fuel 05/26/10 - 06/18/10		06/24/2010	122.57
			Check Total:	122.57
Check No: 10627	Check Date: 07/15/2010	Vendor: 01477	WITMER-TYSON IMPORTS INC	
T8044	K-9 Training-Lotty and Rex June 201		07/01/2010	460.09
			Check Total:	460.09
Check No: 10628	Check Date: 07/19/2010	Vendor: 00037	AFLAC	
PR Batch 501 6 2010 Flex Participati			06/02/2010	25.00
PR Batch 501 6 2010 Flex Participati			06/02/2010	20.00
			Check Total:	45.00
Check No: 10629	Check Date: 07/19/2010	Vendor: 00077	AT&T CALNET 2	
000001465829	324-5396 06/01-06/30/2010		07/01/2010	55.77
			Check Total:	55.77
Check No: 10630	Check Date: 07/19/2010	Vendor: 00281	CITY OF REDWOOD CITY	
BR24625	VEHICLE MAINT/REPAIR POLIC		06/30/2010	6,301.47
BR24625	NEW VEHICLE POLICE 5/16-6/15/		06/30/2010	7,125.11
BR24664	FUEL CHARGES POLICE DEPT 5/		06/30/2010	3,606.00
BR24625	VEHICLE MAINT/REPR DPW F25		06/30/2010	183.20
BR24664	FUEL CHARGES DPW STREETS 5		06/30/2010	887.56
BR24664	FUEL CHARGES DPW PARKS 5/1		06/30/2010	95.47
			Check Total:	18,198.81
Check No: 10631	Check Date: 07/19/2010	Vendor: 00289	CLARK PEST CONTROL	
9927608	PEST CONTROL-LIBRARY JUNE		06/24/2010	95.00
			Check Total:	95.00
Check No: 10632	Check Date: 07/19/2010	Vendor: 00341	CONTRACT SWEEPING SERVICES	
INV100000577	CONTRACT SWEEPING SERVICE		06/28/2010	992.70
			Check Total:	992.70

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 10633 018421	Check Date: 07/19/2010 CODE ENFORCEMENT 06/02-06/3	Vendor: 00377	CSG CONSULTANTS INC 07/09/2010	5,260.07
			Check Total:	5,260.07
Check No: 10634 129611	Check Date: 07/19/2010 TRAFFIC PAINT, SIGN POST	Vendor: 00681	INTERSTATE TRAFFIC CONTROL PRO 06/24/2010	740.29
			Check Total:	740.29
Check No: 10635 A035840-IN	Check Date: 07/19/2010 ELEVATOR MAINTENANCE HP P	Vendor: 00877	MCKINLEY ELEVATOR CORP 06/30/2010	310.93
			Check Total:	310.93
Check No: 10636 2303087706	Check Date: 07/19/2010 SHRED DOCUMENTS P.D. 5/21-6	Vendor: 01113	RECALL SECURE DESTRUCTION SERV 06/26/2010	89.48
			Check Total:	89.48
Check No: 10637 W36865 W36864	Check Date: 07/19/2010 REPLACE COMPRESSOR A/C HP SERVICE CALL A/C POLICE DEP	Vendor: 01141	REDWOOD PLUMBING CO. INC 06/30/2010 06/30/2010	2,720.00 124.00
			Check Total:	2,844.00
Check No: 10638 JUNE 2010	Check Date: 07/19/2010 ALLOCATION OF PARKING PEN	Vendor: 01212	SAN MATEO CNTY CONTROLLERS OFF 07/02/2010	290.00
			Check Total:	290.00
Check No: 10639 4385	Check Date: 07/19/2010 BOOKING FEES 06/01-06/30/2010	Vendor: 01237	SAN MATEO CNTY SHERIFF'S OFFIC 07/10/2010	246.00
			Check Total:	246.00
Check No: 10640 16777	Check Date: 07/19/2010 CITATION PROCESSING MAY/J	Vendor: 01401	TURBO DATA SYSTEMS INC 06/30/2010	103.96
			Check Total:	103.96
Check No: 10641 43188	Check Date: 07/22/2010 BUSINESS CARDS-JOE WADE	Vendor: 00035	ADVANTAGE PRINT (STEMELAND, IN 07/09/2010	92.28
			Check Total:	92.28
Check No: 10642 18165 18161	Check Date: 07/22/2010 EMPLYMNT PRACTICES LIAB. 7/ CONTRACT POSTAL BOND 7/1/1	Vendor: 00053	ALLIANT INSURANCE SERVICES 07/15/2010 07/15/2010	34,280.03 1,250.00
			Check Total:	35,530.03
Check No: 10643 APRIL-JUNE, 2010	Check Date: 07/22/2010 BLDG STANDARD FEES APRIL 1-	Vendor: 00169	CA BUILDING STANDARDS COMMISSI 07/13/2010	626.40
			Check Total:	626.40
Check No: 10644 35944	Check Date: 07/22/2010 ATH MUNICIPAL CODE WEB HO	Vendor: 00301	CODE PUBLISHING COMPANY INC 07/06/2010	350.00
			Check Total:	350.00
Check No: 10645 RC-D062435 RC-D062435 RC-D062435 RC-D062435 RC-D062435 RC-D062435 RC-D062435	Check Date: 07/22/2010 TOWN HALL/POLICE DEPT JULY POLICE MODULAR OFFICE JULY DPW MODULAR OFFICE JULY 20 ADDITION MODULAR OFFICE JU CORP YARD JULY 2010 LIBRARY JULY 2010	Vendor: 00427	DMS FACILITY SERVICES, INC 07/01/2010 07/01/2010 07/01/2010 07/01/2010 07/01/2010 07/01/2010	650.24 115.70 121.41 154.01 203.70 470.10

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	1,715.16
Check No: 10646	Check Date: 07/22/2010	Vendor: 00449	DUNBAR ARMORED INC	
2741062	ARMORED CAR SERVICE JULY 2		07/01/2010	110.90
2741062	ARMORED CAR SERVICE JULY 2		07/01/2010	16.21
			Check Total:	127.11
Check No: 10647	Check Date: 07/22/2010	Vendor: 00570	GUY PLUMBING AND HEATING INC.	
0126809-IN	INSTALL NEW TOILET-LIBRARY		07/13/2010	476.91
			Check Total:	476.91
Check No: 10648	Check Date: 07/22/2010	Vendor: 00617	HORIZON DISTRIBUTORS, INC.	
IN016068	COUPLINGS, RISER NIPPLES, IR		07/07/2010	255.89
IN016937	ADHESIVE GLUES, N.O.S. FLAM		07/13/2010	106.17
			Check Total:	362.06
Check No: 10649	Check Date: 07/22/2010	Vendor: 00897	METROMOBILE COMMUNICATIONS INC	
21209	PVP BREAKAWAY CORD-P.D.		07/07/2010	140.93
			Check Total:	140.93
Check No: 10650	Check Date: 07/22/2010	Vendor: 00929	MUNI SERVICES LLC	
L&M MOBILE CAR	L&M MOBILE CAR TOUCH UP B		07/16/2010	50.00
			Check Total:	50.00
Check No: 10651	Check Date: 07/22/2010	Vendor: 00977	OFFICE DEPOT	
524803426001	BINDERS, TAPE, FOLDERS, PAPER		07/02/2010	225.16
524803426001	ENVELOPES, FINANCE DEPT		07/02/2010	12.15
524803426001	ARCHITECT SCALE, PLANNING		07/02/2010	5.99
524803426001	PAPER, TAPE, CARTRIDGES BLD		07/02/2010	249.68
524803426001	COPY PAPER, DPW		07/02/2010	78.64
			Check Total:	571.62
Check No: 10652	Check Date: 07/22/2010	Vendor: 01094	R & B COMPANY	
S1223295.001	PVC SOCKET CAP		07/14/2010	14.18
S1223076.001	COUPLINGS		07/13/2010	234.72
S1223297.001	RETURN COUPLINGS		07/14/2010	-234.72
			Check Total:	14.18
Check No: 10653	Check Date: 07/22/2010	Vendor: 01133	REDWOOD GENERAL TIRE CO. INC	
469324	FLAT TIRE REPAIR-DAIHATSU 7/		07/12/2010	16.00
			Check Total:	16.00
Check No: 10654	Check Date: 07/22/2010	Vendor: 01237	SAN MATEO CNTY SHERIFF'S OFFIC	
AUGUST 2010	DRIVER TRAINING 8/17-8/18/10		07/16/2010	450.00
			Check Total:	450.00
Check No: 10655	Check Date: 07/22/2010	Vendor: 01257	SAN MATEO REGIONAL NETWORK INC.	
18978	ACCESS FEE T-1 SERVICE JULY		07/10/2010	385.00
			Check Total:	385.00
Check No: 10656	Check Date: 07/22/2010	Vendor: 01289	SHARP ELECTRONICS CORPORATION	
AR288435	SHRP SN450N PW COPIER MAIN		07/07/2010	172.55
			Check Total:	172.55
Check No: 10657	Check Date: 07/22/2010	Vendor: 01324	STATE WATER RESOURCE CONTROL B	
405333	PERMIT REG. DOCS FLETCHER/		07/15/2010	200.00
			Check Total:	200.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 10658 JULY 2010	Check Date: 07/22/2010 STEAM CLEAN CARPETS HP PA	Vendor: 01325	STEAM SYSTEM 07/08/2010	290.00
			Check Total:	290.00
Check No: 10659 40776	Check Date: 07/22/2010 MGMNT/MAINT COMM CENTER	Vendor: 01361	TELECOMMUNICATIONS ENGINEERING 07/10/2010	934.00
			Check Total:	934.00
Check No: 10660 627, P.O. 625 636, P.O. 626 637, P.O. 626 638, P.O. 626	Check Date: 07/22/2010 FINAL RETENTION POLHEMUS FINAL RETENTION POLHEMUS FINAL RETENTION POLHEMUS FINAL RETENTION POLHEMUS	Vendor: 00231	CASEY CONSTRUCTION, INC 06/02/2010 06/02/2010 06/02/2010 06/02/2010	13,918.60 177.80 214.27 303.07
			Check Total:	14,613.74
Check No: 10661 JUNE 2010	Check Date: 07/22/2010 REIMB IAPMO MEETING 6/17/10	Vendor: 00265	KEVIN CITTADINI 06/17/2010	30.00
			Check Total:	30.00
Check No: 10662 13411A	Check Date: 07/22/2010 INVEST ADVISORY SERVICE 6/1	Vendor: 00384	CUTWATER INVESTOR SERVICES COR 07/15/2010	1,000.00
			Check Total:	1,000.00
Check No: 10663 64644	Check Date: 07/22/2010 ATHERTONIAN NEWSLETTER S	Vendor: 00505	FOLGER GRAPHICS, INC 07/13/2010	1,196.29
			Check Total:	1,196.29
Check No: 10664 MN002557	Check Date: 07/22/2010 WINTEGRADE LIC FEE/MAINT S	Vendor: 00585	N HARRIS COMPUTER CORPORATION 04/30/2010	403.25
			Check Total:	403.25
Check No: 10665 43729	Check Date: 07/22/2010 CATERING SERVICE, CALPERS	Vendor: 00607	HOFBRAU CATERING 03/03/2010	184.91
			Check Total:	184.91
Check No: 10666 5408/10-22-09 4960/06-22-09 9734/04-22-09 5432/07-22-09 5440/07-22-09 5440/07-22-09 5432/06-30-10 5432/07-22-09 5408/10-22-09 5408/10-22-09 5408/10-22-09 5408/10-22-09 4954/11-23-09 5408/10-22-09 4954/11-23-09 9734/07-22-09	Check Date: 07/22/2010 SALES TAX PAYABLE FLOWERS, GET WELL GFOA PERF. MEASMNT & MGM RWC HONDA, MOTORCYCLE P. CERTIFION ENTERSECT ONLINE FUEL, G. NIELSEN SAN CARLOS CREDIT POLICE DEPT WATTCO, P.D. 6/22/09 RUBBER RAIN BOOTS ARBORIST DUES/SUBSCRIPTION 5 kV WIRE FOR ELECTRICAL RE 12" CMP W/COUPLING FOR MON BATTERY FOR DIAHTSU-HP PA 5-CASES DOG WASTE BAGS FOR PODS RENTAL HP PARK NOV 20 CREDIT SVENDSEN BOAT WOR	Vendor: 00657	IMPAC. GOVERNMENT SERVICES 10/22/2009 06/22/2009 04/22/2009 07/22/2009 07/22/2009 07/22/2009 07/22/2009 07/22/2009 10/22/2009 10/22/2009 10/22/2009 10/22/2009 11/23/2009 10/22/2009 11/23/2009 07/22/2009	-68.34 54.63 120.00 34.32 88.95 10.00 -19.80 562.55 18.55 165.00 289.96 213.04 77.60 896.67 382.38 -114.36
			Check Total:	2,711.15
Check No: 10667 202-0357514	Check Date: 07/22/2010 OIL CHANGE 2001 DODGE DAKO	Vendor: 00981	OIL CHANGER 04/29/2010	96.78
			Check Total:	96.78

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 10668	Check Date: 07/22/2010	Vendor: 01037	PG & E	
5678831050/07-1	Ashfield/Town Hall 05/27-06/24/10		07/13/2010	453.40
5678831814/7-13	Ashfield/Town Hall 12/30/09-6/30/1		07/13/2010	661.82
5678831002	et al Street Lights 6/3-7/13/10		07/13/2010	5,550.22
567883105/7-13-	Signal-Middlefield/Oak Grove 05/27-		07/13/2010	50.53
5678831020/7-13	Signal-Marsh/Middlefield 05/27-06/		07/13/2010	22.25
5678831025/7-13	Signal E/S Middlefield 05/27-06/25/		07/13/2010	40.01
5678831040/7-13	Pump 150 Watkins 5/27-6/25/10		07/13/2010	529.61
5678831030/07-1	Activity Bldg 150 Watkins 05/27-06/		07/13/2010	538.24
5678831035/07-1	Modular Bldg 150 Watkins 5/27-6/25		07/13/2010	546.26
Check Total:				8,392.34
Check No: 10669	Check Date: 07/22/2010	Vendor: 01145	REPUBLIC ITS	
1006534	TRAFFIC SIGNAL MAINT JUNE 2		06/30/2010	314.01
Check Total:				314.01
Check No: 10670	Check Date: 07/22/2010	Vendor: 01241	SAN MATEO CNTY FORENSIC LAB	
CL02472	TOXICOLOGY/FINGERPRINTING		06/30/2010	983.00
Check Total:				983.00
Check No: 10671	Check Date: 07/22/2010	Vendor: 01417	UNIFIRST CORPORATION	
380 0368130	UNIFORM 4/21/2010 HP PARK M.		04/21/2010	17.39
380 0368130	UNIFORM 4/21/2010 HP PARK R.		04/21/2010	17.39
380 0368130	MATS HP PARK 04/21/2010		04/21/2010	63.78
Check Total:				98.56
Check No: 10672	Check Date: 07/27/2010	Vendor: 01309	SPRINGBROOK SOFTWARE INC	
0014693	Springbrook Annual Mainten 7/2010		03/01/2010	10,455.00
0014787	Springbrook Paid files Addendum 3		03/16/2010	187.50
0014795	Springbrook A/R Attach docs Adden		03/16/2010	450.00
0014822	Springbrook Payee Validation		03/23/2010	168.00
0014875	Springbrook JE Proof List Commit		03/29/2010	300.00
0014953	Springbrook Deferred Comp Cap		04/07/2010	300.00
0015439	Springbrook Audit Security Audit Tr		07/07/2010	1,428.00
0007966	Springbrook Maintenance Credit		11/11/2009	-2,520.00
0014786	Springbrook Paid files Addendum 3		03/16/2010	46.88
0014794	Springbrook A/R Attach Docs Adden		03/16/2010	112.50
0014821	Springbrook Payee Validation		03/23/2010	42.00
0014874	Springbrook JE Proof List Commit A		03/29/2010	75.00
0014952	Springbrook Deferred Comp Cap Ad		04/07/2010	75.00
0014698	Springbrook Software Contract 3 of 5		02/24/2010	24,330.00
0014786	Springbrook Paid files Addendum 3		03/16/2010	1,050.00
0014794	Springbrook A/R Attach Docs Adden		03/16/2010	1,800.00
0014821	Springbrook Payee Validation		03/23/2010	600.00
0014845	Springbrook Extra Consulting COA		03/29/2010	3,750.00
0014874	Springbrook JE Proof List Commit A		03/29/2010	1,200.00
0014952	Springbrook Deferred Comp Cap Ad		04/07/2010	1,500.00
0015439	Springbrook Audit Security Audit Tr		07/07/2010	5,100.00
0015506	Finance/PR Training 3/8 - 3/12, 2010		07/23/2010	2,050.31
0015505	Finance/PR Training 2/8 - 2/12, 2010		07/23/2010	1,844.31
Check Total:				54,344.50
Check No: 10673	Check Date: 07/30/2010	Vendor: 00045	JOSEPH AIELLO	
MAR-JULY 2010	APMO Training J.Aiello 3/18/10-6/		07/28/2010	90.00
MAR-JULY 2010	Calbig Training J.Aiello 3/10/10-5/1		07/28/2010	60.00
Check Total:				150.00
Check No: 10674	Check Date: 07/30/2010	Vendor: 00049	ALHAMBRA & SIERRA SPRINGS	
06102799391	498Water Police Dept 06/08/10-06/28/10		06/30/2010	155.72

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	155.72
Check No: 10675 JUL 2010	Check Date: 07/30/2010 Consulting Service HSR 06/18/10-06	Vendor: 00227	CAPITOL ADVOCATES, INCORPORATE 07/18/2010	2,762.50
			Check Total:	2,762.50
Check No: 10676 9988272	Check Date: 07/30/2010 Pest Control Town Hall June 2010	Vendor: 00289	CLARK PEST CONTROL 06/30/2010	200.00
			Check Total:	200.00
Check No: 10677 1YAT11006	Check Date: 07/30/2010 Microwave MessageSwitch June 201	Vendor: 00665	COUNTY OF SAN MATEO-INFORMATIO 07/20/2010	1,313.42
			Check Total:	1,313.42
Check No: 10678 04/01/10 04/01/10	Check Date: 07/30/2010 EIR Sacred Heart Master Plan 4/1-4/ Bids Holbrook 4/01/10-4/30/10	Vendor: 00465	EMBARCADERO PUBLISHING CO 04/30/2010 04/30/2010	464.00 1,392.00
			Check Total:	1,856.00
Check No: 10679 299053	Check Date: 07/30/2010 Coffe DPW Street Maint 06/25/10	Vendor: 00501	FIRST CHOICE SERVICES 06/25/2010	22.71
			Check Total:	22.71
Check No: 10680 4214031 4215630 4204078	Check Date: 07/30/2010 Traffic Studies (FairOaks/Val) June Fair Oaks Lane Study June 2010 Atherton Enc_Mid Signal June 2010	Vendor: 00741	KIMLEY-HORN & ASSOC INC 06/30/2010 06/30/2010 06/30/2010	6,440.65 1,401.18 670.00
			Check Total:	8,511.83
Check No: 10681 24983	Check Date: 07/30/2010 Jun 2010 Town Audit and related rep	Vendor: 00857	MAZE & ASSOCIATES 07/20/2010	550.00
			Check Total:	550.00
Check No: 10682 JUN 2010	Check Date: 07/30/2010 Chaplaincy June 2010	Vendor: 01205	SAN MATEO CNTY CHAPLAINCY 06/30/2010	250.00
			Check Total:	250.00
Check No: 10683 4942 4445	Check Date: 07/30/2010 Elastometric HP park fountain pad Final Retention Holbrook Palmer Pha	Vendor: 01265	SCAPES INC 06/28/2010 09/10/2009	200.00 2,744.32
			Check Total:	2,944.32
Check No: 10684 380 0376510 380 0377453 380 0376510 380 0377453 380 0376510 380 0377453	Check Date: 07/30/2010 Uniform Service DPW Park 06/23/10 Uniform Service DPW Park 06/30/10 Uniform Service DPW HP Park 06/2 Uniform Service DPW HP Park 06/3 Mats HP Park 06/23/10 Mats HP Park 06/30/2010	Vendor: 01417	UNIFIRST CORPORATION 06/23/2010 06/30/2010 06/23/2010 06/30/2010 06/23/2010 06/30/2010	17.39 17.39 17.39 17.39 7.48 63.78
			Check Total:	140.82
Report Total:				422,054.54



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF AUGUST 20, 2010

SUBJECT: FINANCIAL REPORT FOR THE ONE MONTH ENDED JULY 31, 2010

RECOMMENDATION

Receive the General Fund Financial Report for the one month ended July 31, 2010.

DISCUSSION

Staff revised the format on how the financial report is to be presented. The new format incorporates a column “**Accrual**” to account for revenues and expenditures that need to be included to more accurately reflect the actual data. For the one month ended July 31, 2010, if revenues and expenditures are assumed to be distributed evenly, 8.3% of the annual FY 2010-11 Budget (1/12) should be earned or incurred.

The accrual amounts only reflect data up to August 10, 2010.

General Fund Revenues

For the one month ended July 31, 2010, the General Fund reported revenues of \$364,668 which is 3.6% of the annual revenue budget for FY 2010-11. Most of the major revenues such as property tax and franchise fees are not paid to the Town monthly.

General Fund Expenditures

As to the expenditures for the one month ended July 31, 2010, the General Fund reported \$961,188 which is 9.1% of the annual expenditure budget for FY 2010-11.

FISCAL IMPACT

None

Prepared by:

/s/ Louise Ho

Louise Ho
Finance Director

Approved by:

Jerome D. Gruber
City Manager

Attachment: Financial Report

Town of Atherton
General Fund

Financial Report for the One Month Ended July 31, 2010

(Excl. Encumbrances)

Dept	Description	Adjusted Budget FY10/11	1/12 of Budget	Actual July 10 to June 11	Accrual	Adj. Actual July 10 to June 11	% of 1/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 09 to June 10
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			8.3%							
	Revenues									
	Secured	4,799,250	399,938			-	0.0%	4,799,250	0.0%	0
	Unsecured	250,000	20,833			-	0.0%	250,000	0.0%	0
	SB813 Redemption (Supplemental)	60,000	5,000			-	0.0%	60,000	0.0%	0
	Home Owners Exemption	40,616	3,385			-	0.0%	40,616	0.0%	0
	Local Sales & Use Tax	65,000	5,417			-	0.0%	65,000	0.0%	2,356
	Public Safety Sales Tax(Prop 172)	50,000	4,167			-	0.0%	50,000	0.0%	0
	In Lieu Sales Tax/Triple Flip	27,000	2,250			-	0.0%	27,000	0.0%	0
	Franchise Taxes-PG&E	220,000	18,333			-	0.0%	220,000	0.0%	0
	Franchise Tax-Cal Water	73,000	6,083			-	0.0%	73,000	0.0%	0
	Franchise Tax-Garbage	160,000	13,333			-	0.0%	160,000	0.0%	0
	Franchise Taxes-Cable	102,000	8,500			-	0.0%	102,000	0.0%	0
	Document TRSF Tax	210,000	17,500			-	0.0%	210,000	0.0%	0
	Property Tax In Lieu of VLF	600,000	50,000			-	0.0%	600,000	0.0%	0
	Motor Veh. Lic Fees (MVLf)	23,000	1,917			-	0.0%	23,000	0.0%	0
	Business Licenses	150,000	12,500	56,334		56,334	450.7%	93,666	37.6%	32,933
	Bus Lic Refund -FY 06/07	-	-	-		-	0.0%	-	0.0%	(36,642)
	Bus Lic Refund -FY 07/08	-	-	-		-	0.0%	-	0.0%	(2,576)
	Bus Lic Refund -FY 08/09	-	-	-		-	0.0%	-	0.0%	(310)
	Home Occupation	500	42	100		100	240.0%	400	20.0%	100
	Building Permit	516,000	43,000	84,956		84,956	197.6%	431,044	16.5%	48,017
	Encroachment Permit	140,000	11,667	18,742		18,742	160.6%	121,258	13.4%	10,250
	Grading & Drain Permit	48,000	4,000	8,379		8,379	209.5%	39,621	17.5%	0
	Other Licenses & Permit	500	42	76		76	182.4%	424	15.2%	0
	Landscape Fee	-	-	-		-	0.0%	-	0.0%	0
	Muni/Vehicle Code Fines (Parking)	4,000	333	-		-	0.0%	4,000	0.0%	0
	Other Fines & Forfeit (County)	20,000	1,667	-		-	0.0%	20,000	0.0%	0
	ERAF Subvention	530,000	44,167	-		-	0.0%	530,000	0.0%	0
	POST Reimbursement	8,500	708	-		-	0.0%	8,500	0.0%	0
	CALNENA Reimbursement	-	-	-		-	0.0%	-	0.0%	0
	CLEARs Reimbursement	-	-	-		-	0.0%	-	0.0%	0
	DOJ Grant (vest)	-	-	-		-	0.0%	-	0.0%	0
	DOC Grant	5,000	417	-		-	0.0%	5,000	0.0%	0

Town of Atherton

General Fund

Financial Report for the One Month Ended July 31, 2010

(Excl. Encumbrances)

Dept	Description	Adjusted Budget FY10/11	1/12 of Budget	Actual July 10 to June 11	Accrual	Adj. Actual July 10 to June 11	% of 1/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 09 to June 10
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			8.3%							
	ABAG Grant	12,300	1,025			-	0.0%	12,300	0.0%	0
	Other Reimbursements	-	-			-	0.0%	-	0.0%	0
	Highway Maint Reimbursement	35,700	2,975			-	0.0%	35,700	0.0%	0
	SB 90 reimbursement	-	-			-	0.0%	-	0.0%	0
	Grants	-	-			-	0.0%	-	0.0%	0
	React Task Force Reimb	-	-			-	0.0%	-	0.0%	0
	NARCOTICS Task Force	-	-			-	0.0%	-	0.0%	0
	Elections Processing Fee	-	-			-	0.0%	-	0.0%	0
	Document/Research Fee	-	-			-	0.0%	-	0.0%	0
	Photocopy Fee	5,000	417	954		954	228.9%	4,046	19.1%	966
	Alarm Sign Fees	600	50			-	0.0%	600	0.0%	0
	Vehicle Release	1,000	83	53		53	63.6%	947	5.3%	0
	Fingerprinting Fee	-	-			-	0.0%	-	0.0%	0
	Affidavit of Cost	600	50			-	0.0%	600	0.0%	100
	Police Report	2,500	208	236		236	113.3%	2,264	9.4%	345
	Special Service Fee	250	21			-	0.0%	250	0.0%	0
	DUI Enforcement	1,200	100			-	0.0%	1,200	0.0%	0
	Post Office	25,000	2,083	4,314		4,314	207.0%	20,687	17.3%	4,314
	Solicitor's Fee	400	33			-	0.0%	400	0.0%	0
	Application Fee	-	-			-	0.0%	-	0.0%	0
	Zoning & Planning Fees	200,000	16,667	13,991		13,991	83.9%	186,009	7.0%	50,000
	Plan Check Fee Building	284,000	23,667	58,796		58,796	248.4%	225,204	20.7%	24,763
	Social Fees	70,000	5,833	3,025		3,025	51.9%	66,975	4.3%	5,525
	Meeting Fees	70,000	5,833	5,050		5,050	86.6%	64,950	7.2%	5,150
	Class Fees	13,000	1,083	728		728	67.2%	12,272	5.6%	389
	Weddings	150,000	12,500	23,500		23,500	188.0%	126,500	15.7%	8,000
	Misc. Use Fee	1,500	125			-	0.0%	1,500	0.0%	500
	Interest Income	60,000	5,000			-	0.0%	60,000	0.0%	0
	Cellular Antenna Lease	36,000	3,000	3,189		3,189	106.3%	32,811	8.9%	3,037
	Property Rental-Playschool	77,580	6,465	6,465		6,465	100.0%	71,115	8.3%	6,465
	Sale of Property	-	-			-	0.0%	-	0.0%	0
	Donations/Contributions	-	-			-	0.0%	-	0.0%	14,286
	Miscellaneous Income	10,000	833	1,743		1,743	209.2%	8,257	17.4%	0

Town of Atherton
General Fund

Financial Report for the One Month Ended July 31, 2010
(Excl. Encumbrances)

Dept	Description	Adjusted Budget FY10/11	1/12 of Budget	Actual July 10 to June 11	Accrual	Adj. Actual July 10 to June 11	% of 1/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 09 to June 10
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			8.3%							
	Trsf in from Special Tax Fund	888,463	74,039	74,039		74,039	100.0%	814,424	8.3%	65,072
	Transfers in from Gas Tax	-	-			-	0.0%	-	0.0%	0
	Transfers in from GFCIP	-	-			-	0.0%	-	0.0%	0
	Transfers in from Facilities Construction Fund	-	-			-	0.0%	-	0.0%	0
	Total Revenues	10,047,459	837,288	364,668	-	364,668	43.6%	9,682,791	3.6%	284,708
	EXPENDITURES									
City Council	Advertising/Noticing	3,000	250			-	0.0%	3,000	0.0%	0
	Other Contract Services	-	-			-	0.0%	-	0.0%	0
	Office Supplies	1,750	146			-	0.0%	1,750	0.0%	0
	Membership/Dues	8,400	700	1,500		1,500	214.3%	6,900	17.9%	0
	Utilities-Electricity & Water	625	52			-	0.0%	625	0.0%	46
	Conferences	3,000	250			-	0.0%	3,000	0.0%	188
	Mileage Reimbursement	500	42			-	0.0%	500	0.0%	0
	Rent - Mach & Equipment	3,600	300			-	0.0%	3,600	0.0%	0
	Commission & Committee	2,000	167			-	0.0%	2,000	0.0%	0
	Special Events & Awards	-	-			-	0.0%	-	0.0%	0
	Office Equip & Furniture	7,000	583			-	0.0%	7,000	0.0%	0
	City Council Totals:	29,875	2,490	1,500	-	1,500	60.3%	28,375	5.0%	234
Administration (CM,CC,HR)	Salaries & Benefits	731,339	60,945	50,732	13,078	63,810	104.7%	667,529	8.7%	50,855
	Contract Services	46,611	3,884	5,058		5,058	130.2%	41,553	10.9%	1,289
	Supplies & Materials	8,072	673	750		750	111.5%	7,322	9.3%	4,650
	General Operations	23,435	1,953			-	0.0%	23,435	0.0%	411
	Capital Outlay	2,000	167			-	0.0%	2,000	0.0%	0
	Administration Totals:	811,457	67,621	56,540	13,078	69,618	103.0%	741,839	8.6%	57,205
City Attorney	Contract Services	300,000	25,000		34,300	34,300	137.2%	265,700	11.4%	33,077
	General Operations	-	-	-		-	0.0%	-	0.0%	0
	Supplies & Materials	-	-	-		-	0.0%	-	0.0%	0

Town of Atherton
General Fund

Financial Report for the One Month Ended July 31, 2010

(Excl. Encumbrances)

Dept	Description	Adjusted Budget FY10/11	1/12 of Budget	Actual July 10 to June 11	Accrual	Adj. Actual July 10 to June 11	% of 1/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 09 to June 10
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	City Attorney Totals:	300,000	25,000	-	34,300	34,300	137.2%	265,700	11.4%	33,077
			8.3%							
Finance	Salaries & Benefits	434,027	36,169	28,600	8,393	36,992	102.3%	397,035	8.5%	30,924
	Contract Services	152,029	12,669	18,769	19,846	18,769	148.1%	133,261	12.3%	10,420
	Supplies & Materials	3,300	275	12	746	12	4.4%	3,288	0.4%	535
	General Operations	29,500	2,458	909	20,592	909	37.0%	28,591	3.1%	393
	Capital Outlay	2,000	167	-	-	-	0.0%	2,000	0.0%	0
	Settlement Expense	-	-	-	-	-	0.0%	-	0.0%	-
	Finance Totals:	620,856	51,738	48,290	8,393	56,682	109.6%	564,174	9.1%	42,272
Planning	Contract Services	187,050	15,588	-	19,846	19,846	127.3%	167,204	10.6%	17,880
	Supplies & Materials	2,000	167	-	746	-	0.0%	2,000	0.0%	0
	General Operations	4,930	411	6	20,592	752	183.0%	169,204	15.2%	0
	Planning Totals:	193,980	16,165	6	20,592	20,598	127.4%	169,204	10.6%	17,880
Building	Salaries & Benefits	1,017,652	84,804	72,719	19,869	92,588	109.2%	925,064	9.1%	75,800
	Contract Services	21,070	1,756	8,500	8,500	8,500	484.1%	12,570	40.3%	12,598
	Supplies & Materials	15,700	1,308	250	746	250	19.1%	15,450	1.6%	152
	General Operations	15,950	1,329	833	20,592	833	62.7%	15,117	5.2%	78
	Capital Outlay	3,000	250	-	-	-	0.0%	3,000	0.0%	0
	Transfers Out Building Repl. Fund	153,356	12,780	12,780	19,869	12,780	100.0%	140,576	8.3%	0
	Building Totals:	1,226,728	102,227	95,082	19,869	114,951	112.4%	1,111,777	9.4%	88,628
Non Dept.	Salaries & Benefits	3,510	293	551	81,498	551	188.5%	2,959		0
	Contract Services	217,616	18,135	3,366	1,199	5,673	31.3%	211,943	2.6%	308
	Supplies & Materials	29,903	2,492	-	684	-	0.0%	29,903	0.0%	0
	General Operations	269,819	22,485	54,913	2,788	55,394	246.4%	214,425	20.5%	13,288
	Non-Dept. Totals:	520,848	43,404	58,830	7,764	61,618	142.0%	459,230	11.8%	13,596
Police	Salaries & Benefits	4,486,853	373,904	312,395	81,498	393,893	105.3%	4,092,960	8.8%	346,199
	Contract Services	221,765	18,480	31,194	1,199	32,392	175.3%	189,373	14.6%	54,239
	Supplies & Materials	129,844	10,820	131	684	815	7.5%	129,029	0.6%	6,142
	General Operations	165,662	13,805	5,366	7,764	13,130	95.1%	152,532	7.9%	3,949

Town of Atherton
General Fund

Financial Report for the One Month Ended July 31, 2010
(Excl. Encumbrances)

Dept	Description	Adjusted Budget FY10/11	1/12 of Budget	Actual July 10 to June 11	Accrual	Adj. Actual July 10 to June 11	% of 1/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual July 09 to June 10
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
			8.3%							
	Capital Outlay	12,100	1,008	-	-	-	0.0%	12,100	0.0%	227
	Settlement Expense	-	-	-	-	-	0.0%	-	0.0%	-
	Police Totals:	5,016,224	418,019	349,086	91,144	440,230	105.3%	4,575,994	8.8%	410,756
Public Works & Parks	Salaries & Benefits	1,380,034	115,003	116,649	31,217	147,866	128.6%	1,232,168	10.7%	126,503
	Contract Services	40,833	3,403	-	-	-	0.0%	40,833	0.0%	4,466
	Supplies & Materials	74,950	6,246	820	477	1,297	20.8%	73,653	1.7%	4,201
	General Operations	366,432	30,536	2,722	9,806	12,527	41.0%	353,905	3.4%	4,251
	Capital Outlay	12,700	1,058	-	-	-	0.0%	12,700	0.0%	524
	Public Works Totals:	1,874,949	156,246	120,190	41,499	161,690	103.5%	1,713,259	8.6%	139,945
	Total Expenditures	10,594,917	882,910	729,524	231,664	961,188	108.9%	9,629,551	9.1%	803,592
	Excess (Deficiency) of Revenues over Expenditures	(547,458)	(45,622)	(364,856)	(231,664)	(596,520)	1307.5%	53,240	109.0%	(518,885)
	Beg. Fund Balance	TBD				TBD				
	Proj. Ending Fund Balance	(547,458)				(596,520)				



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF AUGUST 18, 2010

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING THE STATEMENT OF
INVESTMENT POLICY FOR FISCAL YEAR 2010-2011**

RECOMMENDATION

Adopt Resolution 10-48 approving the Statement of Investment Policy for FY 2010-2011.

DISCUSSION

The Town of Atherton is required under the California Government Code to have an annual investment policy. Cutwater reviewed the adopted FY 2009-10 Statement of Investment Policy and is recommending no significant changes to the policy except the following two changes.

1. Delete reference to specific issuers in the instrumentality section to allow for more flexibility with less common names that have attractive offerings in the market.
2. Reorder the list of securities by length of maturity.

To provide Cutwater (formerly MIBA) with a non-discretionary authority in investing the Town fund, the Finance Committee met and reviewed the draft Statement of Investment Policy on August 5, 2010, and is recommending that the City Council adopt the Statement of Investment Policy with modification to the delegation of authority section of the policy. The Committee recommends that the authority be delegated to the City Manager and the Finance Director only.

FISCAL IMPACT

None

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome Gruber
City Manager

Attachment: Resolution
Statement of Investment Policy (redline)
Statement of Investment Policy (clean copy)

RESOLUTION NO. 10-48

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON APPROVING THE STATEMENT OF INVESTMENT POLICY FOR
FISCAL YEAR 2010-2011**

WHEREAS, the State Government code establishes various limitations and reporting requirements for the investment of all public funds; and

WHEREAS, Council is required to adopt an investment policy for the investment of Town funds; and

WHEREAS, pursuant to State Law, the City Council reviewed the Town's Statement of Investment Policy on August 18, 2010; and

WHEREAS, the City Council wishes to approve the attached Statement of Investment Policy, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve its Statement of Investment Policy in the form attached as Exhibit A and by reference made a part hereof.

* * * * *

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 August, 2010, by the following vote:

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

Kathy McKeithen, Mayor

ATTEST:

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne Furth, City Attorney



Town of Atherton

Statement of Investment Policy

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

Deleted: Investment

This Investment Policy was endorsed and adopted by the City Council on August 18, 2010. It replaces any previous investment policy or investment procedures of the Town.

SCOPE

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

Deleted: Investment

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

OBJECTIVES

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

Deleted: The principal investment objectives of the Town are:

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

DELEGATION OF AUTHORITY

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

Deleted: <#>Compliance with the Town's Municipal Code and with all applicable Town resolutions, California statutes and Federal regulations.¶

Deleted: . The City Manager may delegate the authority

Deleted: to other specifically authorized staff members.

Deleted: Investment

Deleted: Investment

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

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

PRUDENCE

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

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

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

ETHICS AND CONFLICTS OF INTEREST

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

AUTHORIZED SECURITIES AND TRANSACTIONS

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

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

1. United States Treasury bills, notes or bonds with a final maturity not exceeding five years from the date of trade settlement.
2. Federal Instrumentality (government sponsored enterprise) debentures, discount notes, callable and step-up securities, with a final maturity not exceeding five years from the date of trade settlement.
3. Medium-Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated at AAA or the equivalent by a NRSRO. The aggregate investment in medium-term notes shall not exceed 5% of the Town's total portfolio. In addition, AAA rated FDIC guaranteed corporate bonds are herein authorized, within the aforementioned diversification and maturity requirements.
4. Prime Commercial Paper with a maturity not exceeding 270 days from the date of trade settlement with the highest letter and number rating as provided for by a Nationally Recognized Statistical Rating Organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:
 - A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of \$500,000,000 and (3) have debt other than commercial paper, if any, that is rated at least A or the equivalent by a NRSRO.
 - B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program-wide credit enhancements, including, but not limited to, over collateralization,

Deleted: Investment

Deleted: , issued by the following only: Federal Home Loan Banks (FHLB), Federal National Mortgage Association (FNMA), Federal Farm Credit Banks (FFCB) and Federal Home Loan Mortgage Corporation (FHLMC).

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

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

Deleted:

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

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

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

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

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

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

Deleted: ¶
<#>Medium-Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated at AAA or the equivalent by a NRSRO. The aggregate investment in medium-term notes shall not exceed 5% of the Town's total portfolio. In addition, AAA rated FDIC guaranteed corporate bonds are herein authorized, within the aforementioned diversification and maturity requirements.¶

INVESTMENT DIVERSIFICATION

Deleted: ¶

The Town shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the investment portfolio should be flexible depending upon the outlook for the economy, the securities markets and the Town's anticipated cash flow needs.

PORTFOLIO MATURITIES AND LIQUIDITY

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

Deleted: purchase

SELECTION OF BROKER/DEALERS

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

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

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

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

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

COMPETITIVE TRANSACTIONS

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

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

SELECTION OF BANKS

The City Manager or designee shall maintain a list of FDIC insured banks approved to provide depository and other banking services for the Town. To be eligible, a bank shall

qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5 and shall secure deposits in excess of FDIC insurance coverage in accordance with California Government Code Section 53652.

SAFEKEEPING AND CUSTODY

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

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

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

All investment securities, except non-negotiable Certificates of Deposit, Money Market Funds and LAIF, purchased by the Town will be delivered by either book entry or physical delivery and will be held in third-party safekeeping by a Town approved custodian bank, its correspondent bank or its Depository Trust Company (DTC) participant account.

All Fed wireable book entry securities owned by the Town shall be held in the Federal Reserve system in a customer account for the custodian bank which will name the Town as "customer."

All DTC eligible securities shall be held in the custodian bank's DTC participant account and the custodian bank shall provide evidence that the securities are held for the Town as "customer."

PORTFOLIO PERFORMANCE

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

REPORTING

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

1. Investment type, issuer, date of maturity, par value and dollar amount invested in all securities, and investments and monies held by the Town;
2. A description of the funds, investments and programs;
3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
4. A statement of compliance with ~~this Policy~~ or an explanation for non-compliance; and
5. A statement of the Town's ability to meet expenditure requirements for six months, and an explanation of why money will not be available if that is the case.

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POLICY REVIEW

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



Town of Atherton

Statement of Investment Policy

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

This Investment Policy was endorsed and adopted by the City Council on August 18, 2010. It replaces any previous investment policy or investment procedures of the Town.

SCOPE

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

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

OBJECTIVES

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

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

DELEGATION OF AUTHORITY

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

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

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

PRUDENCE

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

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

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

ETHICS AND CONFLICTS OF INTEREST

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

AUTHORIZED SECURITIES AND TRANSACTIONS

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

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

1. United States Treasury bills, notes or bonds with a final maturity not exceeding five years from the date of trade settlement.
2. Federal Instrumentality (government sponsored enterprise) debentures, discount notes, callable and step-up securities, with a final maturity not exceeding five years from the date of trade settlement.
3. Medium-Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated at AAA or the equivalent by a NRSRO. The aggregate investment in medium-term notes shall not exceed 5% of the Town's total portfolio. In addition, AAA rated FDIC guaranteed corporate bonds are herein authorized, within the aforementioned diversification and maturity requirements.
4. Prime Commercial Paper with a maturity not exceeding 270 days from the date of trade settlement with the highest letter and number rating as provided for by a Nationally Recognized Statistical Rating Organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:
 - A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of \$500,000,000 and (3) have debt other than commercial paper, if any, that is rated at least A or the equivalent by a NRSRO.
 - B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program-wide credit enhancements, including, but not limited to, over collateralization,

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

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

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

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

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

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

INVESTMENT DIVERSIFICATION

The Town shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the investment portfolio should be flexible depending upon the outlook for the economy, the securities markets and the Town's anticipated cash flow needs.

PORTFOLIO MATURITIES AND LIQUIDITY

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

SELECTION OF BROKER/DEALERS

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

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

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

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

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

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

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POLICY REVIEW

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Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF AUGUST 18, 2010

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND
AUTHORIZATION TO ADVERTISE THE UPPER ATHERTON
CHANNEL REPAIR PROJECT PHASE 2 PROJECT NUMBER
56037**

RECOMMENDATION:

Approve the plans and specifications and authorize advertisement for bids for the Upper Atherton Channel Repair Project Phase 2, Project No. 56037.

INTRODUCTION:

The Upper Atherton Channel Repair project is located between Reservoir Road and the Hetch-Hetchy pipeline crossing. It is located behind 75 Reservoir Road and 400, 410 and 420 Walsh Road. The need for this project resulted from the non-completion of the channel upgrade project decades ago, and the continued erosion of the channel bottom and banks in the intervening years.

The Phase 1 project constructed the extension of the drop structure to create an energy dissipator to reduce erosion in the project reach, a retaining wall to shore up Walsh Road, a shear pin wall to shore up Dr. Beekley's shed, and the upstream frog habitat pool adjacent to the drop structure. The Phase 1 project was completed in June of 2006.

Since that time, H.T. Harvey, the Town's consulting biologists, performed red-legged frog monitoring studies and worked with the US Fish and Wildlife Service (USFWS) to gain approval to proceed with Phase 2. Sediment from upstream properties deposited in the Phases 1 frog mitigation pool in the winter of 2006-07. USFWS required the pool to be restored and the frogs resurveyed before they would give permission for Phase 2.

The pool was restored in September 2007. During the excavation, three frogs had to be removed from the pool, i.e., it was working! During the winter storms of 2007-08, additional sediment settled in the pool. Surveys conducted in June 2007 and June 2008 showed no frogs in the pool, although frogs were present in the creek below the pool (the Phase 2 site). The USFWS required that the design for the mitigation pool (Phase 1) be revised, the design of the lower portion (Phase 2) be changed and the permit process start again for Phase 2 because of the changed conditions during the years since Phase 1 was approved.

ANALYSIS:

The redesign of Phase 2 has been completed and the permit applications for Phase 2 were submitted in May 2010. The Phase 2 project will repair creek banks at several locations, including a critical major repair at the Gupta residence at 410 Walsh Road where undercutting of the banks is threatening improvements in the rear yard. An expedited permit is anticipated for this repair work to allow construction this fall.

Phase 2 also includes a staged plan to use adjustable weirs to trap sediment and build up the scoured creek bottom using the sediment load coming down the creek. The weirs will also create drop pools on their downstream side to continue to provide habitat for the red-legged frog. The remaining non-critical work will be constructed next spring

The Upper Atherton Channel Repair Project Phase 2 is budgeted for construction in FY 2010-11. BKF prepared the design for the project. The Upper Atherton Channel Repair Project Phase 2 plans and specifications are ready to be advertised for construction.

FISCAL IMPACT:

Atherton Channel District funds in the amount of \$215,035 and Parcel Tax funds in the amount of \$34,965 are budgeted for this project in FY 2010-11 for a total budget of \$250,000. The Engineer's Estimate for the revised design of the Upper Atherton Channel Repair Project Phase 2 is \$401,155. This is an increase over the previously budgeted amount because of the redesign required by the permit agencies. With the current bid environment, bids are expected to be below the estimate. Additional Parcel Tax funds may need to be allocated for this critical project at the time of award. The project is scheduled to receive bids on September 14, 2010 and award the contract at the September 15, 2010 City Council meeting.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF AUGUST 18, 2010

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND
AUTHORIZATION TO ADVERTISE THE HOLBROOK-PALMER
PARK SOUTH MEADOW IRRIGATION PLAN UPGRADES AND
TURF REHABILITATION PROJECT NUMBER 56019**

RECOMMENDATION:

Approve the plans and specifications and authorize advertisement for bids for the Holbrook-Palmer Park South Meadow irrigation upgrade and turf rehabilitation, Project No. 56019.

INTRODUCTION:

The FY 2010-2011 adopted Capital Improvement Program includes funds for constructing the Holbrook-Palmer Park South Meadow irrigation upgrades and turf rehabilitation Project. The need for this project resulted from the inadequacy of the existing irrigation system and the need to rehabilitate the extensively used turf on the South Meadow.

ANALYSIS:

The Holbrook-Palmer Park Master Plan was approved by Council in April 2005. The Irrigation Main Line and New Park Well project was completed this past summer. This will bring the park enough water to be able to keep the turf on the south meadow in a healthy state through its heavy usage all year. The current system was installed in bits and pieces over the past 30 years. Jensen Landscape did an irrigation study of the area for us in 2008 and found that the coverage and water availability was insufficient to properly cover the area of turf. That is why the turf "browns out" during the summer every year.

Now that we have taken care of the water availability with the new main lines and additional well, it is time to renovate the current irrigation system and rehabilitate the turf area. The plan is to install new accessory lines and valves and install properly placed state of the art rotary sprinklers. This work will take place from the park entrance to the east to the Oak trees on the west; and from the outfield of the baseball area to the south to the walking path to the north. Once this infrastructure is completed, the current turf area will be renovated by a process of de-thatching, deep tine aeration, slit seeding and coverage.

The Holbrook-Palmer Park South Meadow irrigation upgrade and turf rehabilitation is budgeted for construction in FY 2010-11. Kikuchi & Associates has prepared the plans and specifications for the project using the Jensen irrigation study from 2008 and interfacing it into the recently completed Park Mainline and Well project.

FISCAL IMPACT:

Parcel Tax funds in the amount of \$60,000 are budgeted for this project in FY 2010-11. The Engineer's Estimate for the Holbrook-Palmer Park South Meadow irrigation upgrade and turf rehabilitation is \$51,336.00 plus 10% bid contingency for a total estimate of \$56,470.00. The project is scheduled to receive bids in September and award the contract at the October 18, 2010 City Council meeting. This will enable the work to be done during the low usage time of the season between November and February.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager



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 AUGUST 18, 2010

**SUBJECT: APPROVE A CONTRACT CHANGE FOR THE SPRING STREET
PATCHING CONTRACT NUMBER 56047**

RECOMMENDATION:

Approve a contract change to allow Street Patching Project, project number 56047, to exceed its current square footage of 30,000 square feet by 6,250 square feet to a total of 36,250 square feet. This will increase the project base cost by \$26,809 from \$128,885 to \$155,694.

INTRODUCTION:

Council awarded a contract to Galedrige Construction on June 16, 2010, to grind and replace approximately 30,000 square feet of asphalt to a six-inch depth to remediate local pavement failures. This work to include all necessary traffic control and will involve grinding, sweeping, tack coating, replacing asphalt to appropriate depth in an appropriate number of lifts and finish rolling per town of Atherton Standard specifications and special provisions.

Upon inception of this work, it was noted that there was need for 6250 additional square feet of patching. The following are some of the reasons for additional quantity;

1. Some of the pavement failures have “grown” larger than the areas that had been marked out for patching approximately 4 months prior. This is especially true on Selby Lane and Barry Lane.

2. Some new areas in the proximity of the upcoming work had appeared and would need to be added to this work.
3. At least one resident complaint in close proximity to one of the work zones could be taken care of with additional quantity added to this project.

ANALYSIS:

Add an additional 6250 square feet of asphalt to a six-inch depth to remediate local pavement failures. This work was originally approved on June 16, 2010, by council for 30,000 square feet. This work to include all necessary traffic control and will involve grinding, sweeping, tack coating, replacing asphalt to appropriate depth in an appropriate number of lifts and finish rolling per town of Atherton Standard specifications and special provisions.

The additions to this work are in various locations on Atherton Avenue, Barry Lane, Elena Ave, Isabella Ave, Selby Ave, Tuscaloosa Ave, Fair Oaks Ave, Green Oaks Ave and other various locations.

FISCAL IMPACT:

The addition of this extra work will be priced at the current low bid unit price of \$4.295 per square foot. The price for this work prior to this change was \$128,850. The updated price will be \$155,694, an increase of \$26,809.

Parcel Tax, Measure A, Gas Tax and Proposition 42 funds in the amount of \$500,000 are budgeted for street patch, seal and overlay projects in FY 2009-10. An additional \$63,923 in Proposition 1B funds that was not used for the Atherton Avenue Street Reconstruction project is now available for this project. To date, \$299,771.26 has been authorized for the cape seal project, leaving \$264,151.74 available for this project. A 10% construction contingency of \$12,885 was approved for this project on June 16, 2010 as part of the original contract. Staff sees no need to increase the contingency amount in association with the extra quantities.

This brings the total project authorization, including \$12,885 contingency, to \$168,597 which is within the remaining project budget.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager



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 AUGUST 18, 2010

SUBJECT: ADOPT A RESOLUTION APPROVING A NO PARKING
ANY TIME ZONE ON SURREY LANE AND ON
MIDDLEFIELD ROAD FROM 157 FEET NORTH OF
SURREY LANE TO 100 FEET SOUTH OF SURREY LANE

RECOMMENDATION:

Adopt Resolution 10-43 approving a “No Parking Any Time” zone on Surrey Lane and on Middlefield Road from 157 feet north of Surrey Lane to 100 feet south of Surrey Lane.

INTRODUCTION:

Residents of Surrey Lane requested a “No Parking” zone on Surrey Lane because vehicles were parking on the street obstructing access to the street. They also requested restrictions on Middlefield Road because vehicles were parking blocking sight distance to Middlefield Road traffic from vehicles exiting Surrey Lane.

ANALYSIS:

Surrey Lane is a cul-de-sac with an 18 foot paved roadway in a 30 foot right of way. The required clear zone for fire access is 20 feet, leaving 5 feet of right of way remaining on each side, which is not sufficient to allow parking without encroaching in the fire access. Likewise the cul-de-sac bulb is only a 40 foot radius with an approximate 35 foot radius pavement, which is substandard according to current fire regulations which require a 48 foot radius pavement. For these reasons, staff recommends that parking be restricted on

the entire cul-de-sac. The exception is wherever parking outside the street pavement of sufficient width is provided, which would require some of the parking to be on the adjacent property. The property at 3 Surrey Lane has such parking, and would be exempted from the parking restriction.

In order to improve sight distance for vehicles exiting Surrey Lane, the “No Parking Any Time” zone should extend along Middlefield Road 157 feet north and 100 feet south of the intersection. This distance was calculated by staff in accordance with the Caltrans Highway Design Manual Section 405.1 Sight Distance for corner sight distance.

FISCAL IMPACT:

The cost will be six signs with posts and staff time to install them. The signs will cost approximately \$300 each, and 8 additional signs will be needed, for a total cost of \$2400.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachments: HDM Section 405.1
Sight Distance Diagram

Topic 405 - Intersection Design Standards

405.1 Sight Distance

- (1) *Stopping Sight Distance.* See Index 201.1 for minimum stopping sight distance requirements.
- (2) *Corner Sight Distance.*
 - (a) General--At unsignalized intersections a substantially clear line of sight should be maintained between the driver of a vehicle waiting at the crossroad and the driver of an approaching vehicle.

Adequate time must be provided for the waiting vehicle to either cross all lanes of through traffic, cross the near lanes and turn left, or turn right, without requiring through traffic to radically alter their speed.

The values given in Table 405.1A provide 7-1/2 seconds for the driver on the crossroad to complete the necessary maneuver while the approaching vehicle travels at the assumed design speed of the main highway. The 7-1/2 second criterion is normally applied to all lanes of through traffic in order to cover all possible maneuvers by the vehicle at the crossroad. However, by providing the standard corner sight distance to the lane nearest to and farthest from the waiting vehicle, adequate time should be obtained to make the necessary movement. On multilane highways a 7-1/2 second criterion for the outside lane, in both directions of travel, normally will provide increased sight distance to the inside lanes. Consideration should be given to increasing these values on downgrades steeper than 3 percent and longer than 1 mile (see Index 201.3), where there are high truck volumes on the crossroad, or where the skew of the intersection substantially increases the distance traveled by the crossing vehicle.

In determining corner sight distance, a set back distance for the vehicle waiting at the crossroad must be assumed. **Set back for**

the driver on the crossroad shall be a minimum of 10 feet plus the shoulder width of the major road but not less than 15 feet. Corner sight distance is to be measured from a 3.5-foot height at the location of the driver on the minor road to a 4.25-foot object height in the center of the approaching lane of the major road. If the major road has a median barrier, a 2-foot object height should be used to determine the median barrier set back.

In some cases the cost to obtain 7-1/2 seconds of corner sight distances may be excessive. High costs may be attributable to right of way acquisition, building removal, extensive excavation, or immitigable environmental impacts. In such cases a lesser value of corner sight distance, as described under the following headings, may be used.

- (b) Public Road Intersections (Refer to Topic 205)--At unsignalized public road intersections (see Index 405.7) corner sight distance values given in Table 405.1A should be provided.

At signalized intersections the values for corner sight distances given in Table 405.1A should also be applied whenever possible. Even though traffic flows are designed to move at separate times, unanticipated vehicle conflicts can occur due to violation of signal, right turns on red, malfunction of the signal, or use of flashing red/yellow mode.

Where restrictive conditions exist, similar to those listed in Index 405.1(2)(a), the minimum value for corner sight distance at both signalized and unsignalized intersections shall be equal to the stopping sight distance as given in Table 201.1, measured as previously described.

- (c) Private Road Intersections (Refer to Index 205.2) and Rural Driveways (Refer to Index 205.4)--**The minimum corner sight distance shall be equal to the stopping sight distance as given in**

Table 201.1, measured as previously described.

- (d) Urban Driveways (Refer to Index 205.3)-- Corner sight distance requirements as described above are not applied to urban driveways.
- (3) Decision Sight Distance. At intersections where the State route turns or crosses another State route, the decision sight distance values given in Table 201.7 should be used. In computing and measuring decision sight distance, the 3.5-foot eye height and the 0.5-foot object height should be used, the object being located on the side of the intersection nearest the approaching driver.

The application of the various sight distance requirements for the different types of intersections is summarized in Table 405.1B.

- (4) Acceleration Lanes for Turning Moves onto State Highways. At rural intersections, with stop control on the local cross road, acceleration lanes for left and right turns onto the State facility should be considered. At a minimum, the following features should be evaluated for both the major highway and the cross road:

- divided versus undivided
- number of lanes
- design speed
- gradient
- lane, shoulder and median width
- traffic volume and composition
- turning volumes
- horizontal curve radii
- sight distance
- proximity of adjacent intersections
- types of adjacent intersections

For additional information and guidance, refer to AASHTO, A Policy on Geometric Design of Highways and Streets, the Headquarters Traffic Liaison and the Design Coordinator.

**Table 405.1A
Corner Sight Distance
(7-1/2 Second Criteria)**

Design Speed (mph)	Corner Sight Distance (ft)
25	275
30	330
35	385
40	440
45	495
50	550
55	605
60	660
65	715
70	770

**Table 405.1B
Application of Sight Distance
Requirements**

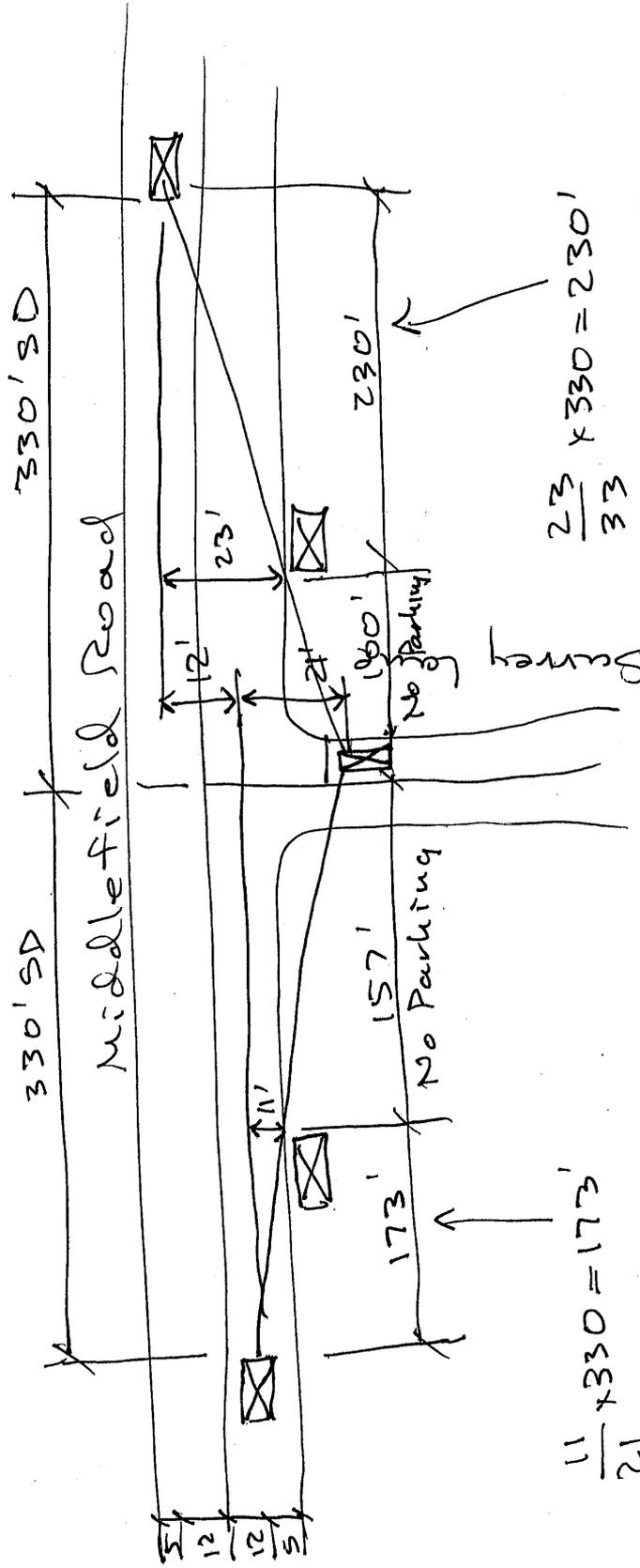
Intersection Types	Sight Distance		
	Stopping	Corner	Decision
Private Roads	X	X ⁽¹⁾	
Public Streets and Roads	X	X	
Signalized Intersections	X	(2)	
State Route Inter- sections & Route Direction Changes, with or without Signals	X	X	X

(1) Using stopping sight distance between an eye height of 3.5 ft and an object height of 4.25 ft. See Index 405.1(2)(a) for setback requirements.

(2) Apply corner sight distance requirements at signalized intersections whenever possible due to unanticipated violations of the signals or malfunctions of the signals. See Index 405.1(2)(b).

Surrey Lane No Parking
 8/5/10 Distones

Corner Sight Distance (30 mph) = 330'



$$\frac{23}{33} \times 330 = 230'$$

No Parking Zone
 330' - 230' = 100'

$$\frac{11}{21} \times 330 = 173'$$

No Parking Zone
 330' - 173' = 157'

RESOLUTION 10-43

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON GOVERNING TRAFFIC AND PARKING ON SURREY LANE AND ON THE WEST SIDE OF MIDDLEFIELD ROAD FROM 157 FEET NORTH OF SURREY LANE TO 100 FEET SOUTH OF SURREY 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 PARKING ANY TIME” zone on all of Surrey Lane, except for the parking area outside of the street pavement at 3 Surrey Lane, and on the west side of Middlefield Road for that portion extending from 157 feet north of the intersection of Surrey Lane to 100 feet south of the intersection of Surrey Lane.

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 August 2010 by the following vote:

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

ATTEST:

Kathy McKeithen, MAYOR
TOWN OF ATHERTON

Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne S. Furth, 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 JULY 21, 2010

SUBJECT: APPROVE FIVE ADDITIONAL STOP SIGNS AND AMEND
THE CENTERLINE MARKING LIST TO CREATE
THREE-WAY STOPS AT THE INTERSECTIONS OF
ACORN WAY WITH GREENOAKS DRIVE AND
CATALPA DRIVE

RECOMMENDATION:

Approve five additional stop signs and amend the Centerline Marking List to create three-way stops at the intersections of Acorn Way with Oak Grove Drive and Catalpa Drive. Staff recommends adding double yellow stripes in advance of each stop bar.

INTRODUCTION:

A resident requested that the Town evaluate three-way stops at the intersection of Acorn and Catalpa in the interest of safety due to speeding traffic cutting the corner.

ANALYSIS:

The intersection of Acorn and Catalpa is on the predominant route used by traffic to pass through Lindenwood from James to Frederick. Currently only Acorn Way has a stop sign. Traffic turning left from Catalpa routinely cuts the corner at high rates of speed, crossing into the oncoming lane of Acorn Way traffic approaching the intersection, even though the drivers are unable to adequately see if a vehicle is approaching in that lane.

The item was presented to the Transportation Committee at their July 13, 2010 meeting. Staff recommended that the configuration of the intersection restricted sight distance such that a three-way stop sign was an appropriate solution. The Committee recommended that the three-way stop at the intersection of Acorn and Catalpa be approved.

The Committee also recommended that the intersection of Acorn and Greenoaks be considered for a three-way stop. Currently Acorn Way has a yield sign and Greenoaks has no restrictions. Staff had recommended a channelized intersection with three-way stops when Acorn was reconstructed in 2004. That improvement was not constructed due to cost. Staff proposed and the Committee concurred that a three-way stop with striping be recommended for approval as an interim solution.

If the striping does not stop traffic from crossing into oncoming lanes, then medians, similar to those used on Fair Oaks Lane at El Camino Real and Middlefield Road would be considered as a next step at either or both intersections. Channelized islands with landscaping to be adopted by the homeowners association would be the ultimate solution at the Greenoaks intersection.

FISCAL IMPACT:

The installation of the required signs, striping and painting will be performed by Public Works crews during routine striping at a cost of approximately \$2000.

CEQA

This project is exempt from CEQA under Title 14, Section 15301 minor alterations to existing public facilities involving negligible expansion of use beyond the existing.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachments: Centerline Marking Policy (amended)



Item No. 17

TO: THE HONORABLE MAYOR AND CITY COUNCIL

**FROM: NEAL J. MARTIN, TOWN PLANNER
DUNCAN JONES, DIRECTOR OF PUBLIC WORKS**

DATE: FOR THE CITY COUNCIL MEETING OF AUGUST 18, 2010

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC. FOR PREPARATION OF A
TRAFFIC ANALYSIS FOR MENLO SCHOOL AND APPROVAL OF
REIMBURSEMENT AGREEMENT WITH MENLO SCHOOL FOR
CONSULTANT AND STAFF SERVICES**

RECOMMENDATION:

Approve the attached Professional Services Agreement with Kimley-Horn and Associates, Inc. for the preparation of a traffic analysis to determine the impact of increased enrollment at Menlo School. Also approve the attached Reimbursement Agreement between the Town of Atherton and Menlo School for consultant and staff services.

BACKGROUND and DISCUSSION:

In December 2008 the Planning Commission issued a Conditional Use Permit to Menlo School to construct three new buildings. This project is known as the "Phase III" project and consists of a new Athletic Center, Performing Arts Center, and Creative Arts Classroom Buildings. The Athletic Center building is nearing completion. The other two buildings are not yet under construction. One condition of the Use Permit stated: "Enrollment of the combined Middle and Upper Schools at the Menlo school campus shall not exceed approximately 750 students."

In June 2010 Menlo School submitted its annual Master Plan update to the Planning Commission. In the section entitled "Enrollment Update" the School indicates that they are forecasting an enrollment of 809 students for the 2010-11 school year. The increased enrollment is due to several factors including a board policy of accepting students without regard for ability to pay and increased financial aid programs. Upon discovery of enrollment that exceeds the limit established in the Use Permit, Planning Staff notified the School and requested compliance or application for Use Permit amendment.

Menlo School has expressed a desire to proceed with an application to amend the Use Permit condition to allow enrollment up to a maximum of 815 students. They indicate this number of students can be accommodated within the existing and master planned buildings. In order to

proceed with such an application there would need to be a determination of how the California Environmental Quality Act (CEQA) would apply. The issue of most concern seems to be the potential for an increase in traffic accessing the school. Consequently, a traffic study, with new counts and analyses will be needed before the Planning Commission can consider a request for amendment.

Kimley-Horn was chosen by Qualifications Based Selection to be the Town's on-call traffic consultant. Town staff has requested a proposal from Kimley-Horn for a traffic study that would satisfy CEQA requirements so that an environmental determination can be made. That proposal and a draft professional services agreement is attached for the City Council's consideration.

All of the costs associated with the preparation of the traffic study will be paid for by Menlo School. The total agreement budget is \$21,305.

The proposed Professional Services Agreement is in a form that the Town has used in the past. The contract is a time and materials agreement with a maximum.

A Reimbursement Agreement between the Town and Menlo School is also attached for the City Council's consideration. This provides for reimbursement to the Town by the School for the consultant's fee of \$21,305 plus staff and City Attorney costs estimated to be a maximum of \$10,000.

FINANCIAL IMPACT:

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

FORMAL MOTION:

I move that the City Council approve the Professional Services Agreement with Kimley-Horn and Associates for the preparation of a Traffic Study for the Menlo School Proposed Enrollment Increase Project and authorize the City Manager to sign the agreement. I further move that the City Council approve the Reimbursement Agreement between the Town of Atherton and Menlo School for reimbursement of consultant and staff costs associated with environmental evaluation and conditional use permit processing and authorize the City Manager to sign the agreement.

/s/ Neal Martin

Neal J. Martin, Town Planner

Jerome D. Gruber, City Manager

Attachments:

1. Draft Professional Services Agreement including proposed Scope of Work, Schedule of Performance and Compensation Exhibits
2. Draft Reimbursement Agreement with Menlo School
3. Letter to David McAdoo, Director of Operations and Construction, Menlo School, June 30, 2010

CONSULTANT SERVICES AGREEMENT
Kimley-Horn and Associates, Inc.

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

RECITALS

WHEREAS, Town desires to obtain traffic and transportation engineering consulting services in connection with the Menlo School Enrollment Increase Project;

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

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

AGREEMENT

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

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

2. Project Coordination.

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

B. Consultant. Consultant shall assign James West to have overall responsibility for the progress and execution of this Agreement.

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3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as Town through its staff may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" attached as Exhibit A. Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from Town. Failure of Consultant to secure Town's written authorization for extra or changed

work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of monetary or nonmonetary compensation.

B. Time of Performance. The Services are to commence no sooner than August 19, 2010 and must be completed not later than December 31, 2010. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager.

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

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed Twenty One Thousand Three Hundred Five Dollars (\$21,305) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to Town at the time of payment.

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

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

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

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

- Deleted: . **[please select one and delete remaining options]**¶
- <#->**OPTION 1:** Consultant shall send Town an invoice for the Services at the conclusion of the Services, and if applicable, after submittal of any final work product.. Town shall review Consultant's invoice and pay Consultant for the Services rendered within 45 days of receipt of the invoice; provided, however that the invoice satisfies all requirements of this Agreement.¶
- <#->**OPTION 2:** Town shall make progress payments to Consultant that will be tied to completion of tasks so that all payments are proportional to the work completed. A copy of the progress payment schedule is attached to Exhibit C. ¶
- OPTION 3:**

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

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

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

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

9. Conflict of Interest.

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

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of Town or of any Town official; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

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

11. Indemnity

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8, Consultant shall defend (with legal counsel reasonably acceptable to Town) indemnify and hold harmless Town and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

B. Neither termination of this Agreement nor completion of the Services shall release Consultant from its obligations under this Section, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. Town's failure to monitor compliance with this requirement imposes no additional obligations on Town and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend Town as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this Section.

D. Consultant's compliance with the insurance requirements does not relieve Design Professional from the obligations described in this Section, which shall apply whether or not such insurance policies are applicable to a claim or damages.

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

13. Compliance with Laws.

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

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

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

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at Town's Public Works Department.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section.

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

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

15. Assignment; Subcontractors; Employees.

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

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

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

16. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Termination of Agreement; Default.

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

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

satisfactorily rendered by Consultant bear to the total Services otherwise required to be performed for such total fee; provided, however, that Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

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

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

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

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

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

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

22. Time of the Essence. Time is of the essence of this Agreement. Notwithstanding any of the provision of this agreement, the Consultant shall not have liability for or be deemed in

breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the client, third parties, or government agencies.

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

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

If to Consultant: James E. West
Kimley-Horn and Associates, Inc.
6130 Stoneridge Mall Road, Suite 370
Pleasanton, CA 94588

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24. Consultant's Books and Records.

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

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

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

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

26. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal

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

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

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

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

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

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation

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

Deleted: <#>Exhibit D: . Consultants, Specialists, or Experts¶

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

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

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

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

TOWN OF ATHERTON

CONSULTANT

By: _____
City Manager

By: _____
Title: _____

Date:

Date:

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
City Attorney

Date:

ATTEST:

By: _____
City Clerk

]

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EXHIBIT A¶
Scope of Work¶
[TO BE INSERTED]

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EXHIBIT B¶
Schedule of Performance¶
[TO BE INSERTED]¶
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EXHIBIT C¶
Compensation¶
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EXHIBIT D

Exhibits A, B and C

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Experts
[to be inserted]

EXHIBIT A SCOPE OF WORK

The Proposed Project consists of a proposal by Menlo School for amendment of a Conditional Use Permit approved by the Atherton Planning Commission on December 3, 2008. The amendment would allow Menlo School to increase its enrollment for a maximum of 750 students to a maximum of 815 students. It is understood that no new classrooms or buildings would be needed to accommodate the proposed enrollment increase.

Kimley-Horn and Associates (KHA) will prepare a traffic evaluation for the proposed project. The traffic evaluation will be based on the following development conditions:

- Existing Conditions – Based on current traffic counts and existing roadway geometry and traffic control with the existing student enrollment at Menlo School.
- Approved Use Permit Conditions – Based on existing conditions minus student enrollment greater than the 750 student total approved in the most recent use permit for Menlo School.
- Approved Use Permit Plus Proposed Increased Enrollment Traffic Conditions – Based on approved use permit traffic volumes and traffic generated by the proposed increased enrollment to 815 students at Menlo School.

Task 1 – Project Initiation

KHA will participate in one meeting with the Town of Atherton staff and the applicant in the preparation of the traffic study. This meeting will discuss project details and data required for evaluation. Current and proposed school operations and other traffic operations details will be discussed to appropriately evaluate the potential project impacts in the study. KHA will participate in one meeting with the Town of Atherton staff and the City of Menlo Park staff to discuss coordination with the City of Menlo Park and any specific items of focus that should be considered for the project.

Task 2 – Trip Generation and Trip Distribution Evaluation and Memorandum of Findings

Typically, trip generation for a proposed project is calculated through utilization of the Institute of Transportation Engineers *Trip Generation* publication. *Trip Generation* is a standard reference used by jurisdictions throughout the country for the estimation of trip generation potential of proposed developments. The reference is based on numerous studies throughout the country of various land uses such as shopping centers, restaurants, gas stations, schools, and many more. *Trip Generation* includes the Land Use 536 – Private School (K-12) that could be applied to this study, however the amount of sites studied is limited to 4 or less, with no studies greater than 600 students at a school. Therefore, to better approximate the potential impact of increased traffic at the Menlo School due to increased traffic, we are proposing that a specific trip

generation studied be completed for Menlo School.

To determine a trip generation rate for application to the proposed Menlo School enrollment increase, morning and afternoon vehicular traffic volumes will be collected as part of the overall data collection task. This task is dependent on cooperation of the property owner/manager to study their site. The following data will be collected:

- Student enrollment on date of traffic volume count
- Vehicular type (Passenger vehicle, bus, delivery truck, etc).
- 4-hour manual vehicular volume count during peak period operations (anticipated to be 7-9 AM and 2-4 PM)

KHA will conduct a field review of the Menlo School campus to determine the logistics of operation and if any special considerations should be included in the determination of this traffic evaluation. This review will focus on the access locations that staff, faculty, parents, and students utilize to determine the approximate trip generation rate for the school. Data Collection is expected to occur at least one week after the Labor Day Holiday to allow for initial daily traffic routines to become more constant in the new school year. This proposal does not include the collection of roadway daily traffic volumes.

The vehicular volume and site characteristics collected will be used to calculate the following average trip generation rates and directional distributions:

- Independent Variable: Students
Weekday, AM Peak Hour
Weekday, PM Peak Hour of Generator

In addition to the trip generation evaluation, it is important to understand the travel patterns of vehicles accessing Menlo School to best understand their potential impact to roadways and intersections. Therefore, KHA will request through Town staff student registration information with street name and city/town of residence. This minimal information will aid in the creation of an approximate map of most likely paths for faculty, staff, parents and students accessing the school, without identifying potentially confidential information.

KHA will prepare a brief memorandum summarizing the calculated existing site land use trip generation and approximate trip distribution patterns. The memorandum will detail our assumptions, analysis, and findings. We will enclose all trip generation calculations and trip distribution information with our memorandum. KHA will submit two copies of a draft memorandum to you for your review. Following your review and receipt of one set of non-conflicting comments, we will prepare a final memorandum and submit two copies for your use.

Task 3 – Existing Conditions

Because of the size of the proposed project, several intersections may be affected and will therefore be studied. Up to 8 intersections will be included in the study, which may include the following suggested intersections:

1. El Camino Real / Valparaiso Avenue
2. East Gate for Menlo School / Valparaiso Avenue
3. University Drive & Main Gate for Menlo School / Valparaiso Avenue
4. West Gate for Menlo School / Valparaiso Avenue
5. Emilie Avenue / Valparaiso Avenue
6. Elena Avenue / Valparaiso Avenue

KHA will collect AM and PM peak period intersection turning movement counts at the selected 8 study intersections. Counts will be conducted 7-9 AM and 2-4 PM, consistent with typical school peak traffic periods. Traffic counts will be collected on Tuesday, Wednesday, or Thursday when school is in session and on non-holidays. Additional locations can be counted and evaluated as an additional service if needed.

KHA will inventory the intersection configuration and roadways in the vicinity of the study intersection. This information will be used during the analysis of the different development conditions and in recommendations contained in the traffic evaluation.

KHA will evaluate existing traffic volumes using Traffix software consistent with Highway Capacity Manual 2000 methodology to determine current levels of service at the study intersections.

Task 4 – Approved Use Permit Conditions

The Menlo School has an approved use permit for 750 students. The enrollment is currently greater than this permitted level in the Existing Conditions. Based on the results of the Trip Generation Rate Study and Trip Distribution Evaluation, the trips associated with the additional students beyond the Approved Use Permit Conditions will be subtracted off of the street network. Approved Use Permit Conditions will be evaluated to determine levels of service at the study intersections with enrollment of 750 students at Menlo School.

Task 5 – Approved Use Permit Plus Proposed Increased Enrollment Conditions

KHA will add the proposed increased enrollment traffic to the approved use permit volumes (for a total of 815 students at Menlo School) to determine the levels of service at the study intersections.

Task 6 – Mitigations Analysis and Recommendations

KHA will identify locations and facilities that are impacted by the proposed increased enrollment and make recommendations for improvements to mitigate project impacts. Mitigation improvements could include, but are not limited to, street widening, lane additions, intersection configuration changes, safety improvements, new traffic signals, etc. These improvements, including turning lanes, channelization and traffic control

devices will be considered, evaluated and recommended when determined necessary by accepted standards and practices. In addition, KHA will review the existing TDM measures utilized at Menlo School and evaluate if any of these programs or additional programs can be utilized for full or partial mitigation of potentially impacted transportation facilities.

Task 7 – Administrative Draft Traffic Report

KHA will prepare a stand-alone traffic report for preliminary review. The administrative draft report will include text, charts, and figures describing our process, assumptions, and results. The report will specifically detail impacts directly connected with project traffic and recommended mitigation, if needed.

Format of the traffic report will follow the Town of Atherton's level of service standard of LOS D and the City of Menlo Park's *Traffic Impact Analysis Guidelines*.

Task 8 – Draft Traffic Report

Based on comments received on the administrative draft report from the Town staff, the report will be revised and the draft report will be submitted for review by Town staff.

Task 9 – Coordination with Environmental Firm

Town Staff will be preparing the appropriate CEQA documentation and anticipates that a Mitigated Negative Declaration will be prepared for this project based on preliminary study. It is anticipated that the Draft Traffic Impact Report will be incorporated into the appropriate CEQA documentation by Town staff or a consultant specialized in CEQA documentation publishing. No new technical tasks or evaluation or included in this task but up to 10 hours have been allocated in this task to coordinate with Town or consultant task on incorporation of the traffic evaluation into a separate CEQA document.

Task 10 – Final Documentation

Following public review of the Draft CEQA document, KHA will formulate responses to substantive public comments regarding transportation. KHA will revise these responses based on comments from Town staff. KHA will incorporate any final changes into a Final Traffic Impact Report as well as provide final responses to Town staff for incorporation into a project CEQA document. Up to 10 hours have been allocated in this task to coordinate with Town staff on these final project documents.

Task 11 – Meetings

KHA will participate in up to two Planning Commission or other public hearing-level meetings associated with the project.

Attendance at other meetings or hearings is not assumed in this scope. If Kimley-Horn's attendance at public hearings is requested, such attendance will be subject to a contract amendment, as discussed below.

Additional Services

We will, if authorized by you, perform other services, that may be required. Additional services may include the following:

- Attendance at additional staff-level meetings
- Attendance at additional Planning Commission or other public hearing-level meetings
- Revision of analysis or findings based on site or plan revisions
- Design of mitigation measures
- Vehicular traffic counts

Additional services will be provided on a lump sum basis and be negotiated at the time extra services are rendered.

**EXHIBIT B
SCHEDULE OF PERFORMANCE**

KHA is prepared to begin work immediately upon receipt of a signed Agreement and your notice to proceed, and we will endeavor to meet your scheduling needs. An anticipated project schedule is included below:

Task	August	September	October	November	December
Task 1 – Project Initiation					
Task 2 – Trip Generation and Trip Distribution Evaluation and Memorandum of Findings					
Task 3 – Existing Conditions					
Task 4 – Approved Use Permit Conditions					
Task 5 – Approved Use Permit Plus Proposed Increased Enrollment Conditions					
Task 6 – Mitigations Analysis and Recommendations					
Task 7 – Administrative Draft Traffic Report					
Task 8 – Draft Traffic Report					
Task 9 – Coordination with Environmental Firm					
Task 10 – Final Documentation					
Task 11 – Meetings					

EXHIBIT C COMPENSATION

KHA will perform the services in Tasks 1 - 11 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as traffic counts, express delivery services, fees, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client.

Billing Classification	Senior Professional 3	Senior Professional	Registered Professional	Professional 2	Senior Support	Total
Project Staffing	Principal-in-Charge	Project Manager	Project Engineer	Analyst	Administrator	
	Jim West	Michael Mowery	Erica McKinnon	Ben Huie	Toni Barela	
Task 1 – Project Initiation	1	8	4			\$2,400
Task 2 – Trip Generation and Trip Distribution Evaluation and Memorandum of Findings		2	4	2	2	\$1,540
Task 3 – Existing Conditions			1	4		\$730
Task 4 – Approved Use Permit Conditions			1	4		\$730
Task 5 – Approved Use Permit Plus Proposed Increased Enrollment Conditions			1	4		\$730
Task 6 – Mitigations Analysis and Recommendations		1	2			\$525
Task 7 – Administrative Draft Traffic Report	1	4	8	6	2	\$3,390
Task 8 – Draft Traffic Report		2	2		2	\$920
Task 9 – Coordination with Environmental Firm		4	6			\$1,760
Task 10 – Final Documentation		2	4	2	2	\$1,540
Task 11 – Meetings		10				\$1,850
Labor Total	2	33	33	22	8	\$16,115
Outside Direct Expenses						\$4,200
In-Office Direct Expenses						\$990
Total Labor and Expenses						\$21,305



Town of Atherton

Town Administrative Offices
91 Ashfield Road
Atherton, California 94027
650-752-0500
Fax 650-688-6528

June 30, 2010

David McAdoo, Director of Operations and Construction
Menlo School
50 Valparaiso Avenue
Atherton, CA 94027

Dear David,

As we discussed by telephone on June 18, 2010 there appears to be a violation of the Conditional Use Permit issued to Menlo School for the Athletic Center, Performing Arts Center and Creative Arts Classroom Building (known as the Phase III Project). Condition 13 of the Planning Commission Use Permit approved on December 3, 2008 states:

“Enrollment of the combined Middle and Upper Schools at the Menlo School campus shall not exceed approximately 750 students.”

In the School's 2010 Master Plan Update submitted to the Planning Commission on June 4, 2010 it is stated that “... our enrollment has gradually increased from 752 in 2000-2001 to 805 students for the 2010-2011 school year ...” Therefore the current enrollment is in excess of that permitted by condition number 13.

I believe there are two options available for resolution of this issue:

1. Reduce the current enrollment to the limitation specified in condition number 13.
2. Apply to the Planning Commission for amendment of condition number 13.

The implications of option 2 are that increased enrollment could potentially cause an increase in traffic accessing the School. A traffic study, with new counts and analyses may be needed before the Planning Commission could consider a request for amendment. Also, a determination of how the California Environmental Quality Act applies would need to be made.

Please let me know how the School wishes to proceed in resolving this issue. I will be happy to assist you in its resolution.

Very truly yours,

Neal J. Martin, Town Planner

Cc: Jerry Gruber, City Manager
Theresa DellaSanta, Deputy City Clerk
Wynne Furth, City Attorney
Norman M. Colb, Head of School, Menlo School
Lisa Costa Sanders, Deputy Town Planner



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 AUGUST 18, 2010

SUBJECT: ADOPT A RESOLUTION OPPOSING THE CONSTRUCTION OF
THE CALIFORNIA HIGH SPEED RAIL PROJECT

RECOMMENDATION:

Adopt Resolution 10-44 opposing the construction of the California High Speed Rail project.

INTRODUCTION:

While the Town of Atherton has not determined support or opposition for the general concept of a High Speed Rail system in California, the Rail Committee at their August 3, 2010 meeting recommended that the Town oppose the High Speed Rail project as currently planned.

FISCAL IMPACT:

There is no fiscal impact of this action. The High Speed Rail system as currently planned has the potential for an as yet undetermined fiscal impact on the Town and residents.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachments: Resolution 10-44

DRAFT

RESOLUTION NO. 10-44

**A RESOLUTION OF THE CITY COUNCIL OF THE
TOWN OF ATHERTON
OPPOSING THE CONSTRUCTION OF THE CALIFORNIA
HIGH SPEED RAIL PROJECT**

WHEREAS, with the passage of Proposition 1A in November 2008, California voters provided a \$9.95 billion bond funding for high-speed rail in California; and

WHEREAS, the Town of Atherton supports the concept of the high speed rail, but believes it must be supported by an independent peer review approved independent investment grade business plan, including environmental concerns; and

WHEREAS, the California High-Speed Rail Authority (CHSRA) is proposing high speed train service for travel between major metropolitan areas of California; and

WHEREAS, the proposed California High Speed Rail (CHSR) plan has come under heavy criticism from many communities who oppose its proposed path and perhaps using Eminent Domain powers to cut through neighborhoods and businesses centers; and

WHEREAS, a viable finance plan to fund the project's construction does not currently exist, and current plans lay out an unrealistic scenario for paying for the system with a combination of state, federal, local, and private funds. The Authority estimates it needs between \$17 and \$19 billion in federal grants. However, only \$2.25 billion in federal funding has been awarded to this project; and

WHEREAS, the California State Auditor Report states; "The program (CHSR) risks significant delays without more well developed plans for obtaining or replacing federal funds. The Authority's plan relies heavily on federal funds to leverage state bond dollars through 2013"; and

WHEREAS, the CHSR ridership and revenue scenario for the CHSR has been inflated in order to continue to move this project forward with unachievable goals; and

WHEREAS, the final cost for the complete CHSR project keeps increasing with building costs that are twice as much per mile as for similar projects; and

NOW, THEREFORE, BE IT RESOLVED that *notwithstanding its support for HSR generally*, the City Council of the Town of Atherton does hereby oppose the construction of the California High Speed Rail *Authority proposed plan*.

Adopted this _____ day of _____



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 AUGUST 18, 2010

**SUBJECT: APPROVE A LETTER TO THE FEDERAL RAILWAY
ADMINISTRATION OPPOSED TO THE CALIFORNIA HIGH
SPEED RAIL PROJECT APPLICATION FOR AMERICAN
INVESTMENT AND RECOVERY ACT FUNDS**

RECOMMENDATION:

Approve a letter to the Federal Railway Administration (FRA) opposed to the California High Speed Rail project application for American Recovery and Reinvestment Act (ARRA) funds.

INTRODUCTION:

The California High Speed Rail Authority (CHSRA) has filed an application for ARRA funding for the San Francisco to San Jose segment of the California High Speed Rail project. The Rail Committee at a special meeting recommended that the Town send a letter to the FRA advising them of the deficiencies of the application and opposing the application.

FISCAL IMPACT:

There is no fiscal impact of this action. The High Speed Rail system as currently planned has the potential for an as yet undetermined fiscal impact on the Town and residents.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachments: Letter to FRA

DRAFT Ltr to Congressional Delegation and The FRA

Subject: Redefined San Francisco-San Jose Design-Build Section

ARRA Track 2 Scope Application:

On August 6th the California High-Speed Rail Authority (CHSRA) submitted four applications to the Federal Railroad Administration (FRA) for ARRA funds to build four separate segments of their proposed high-speed rail system.

The Town of Atherton is concerned that the CHSRA is seriously mismanaging this mega project will waste scarce government funds while bringing blight to our community. We urge the FRA to consider the following:

1) Previously, the Town of Atherton formally rejected any above grade solution, including the aerial solution in favor of tunneling, as have other cities along the Peninsula.—Yet CHSRA has formally rejected most below-grade options (eg tunneling or covered trenches) that they presented to communities bisected by the Caltrain corridor. In fact, none of the below-grade options that were held up to the communities as options were included in the above noted Application.

The failure to include the open trench option in this Application is especially disingenuous since on August 5th, the day before the Application was submitted, the CHSRA declared at its public Board meeting that the open

trench was still an option. We fear their aerial solution may be the proposal for our city. This option is unacceptable to our Town.

In making that statement we wish to point out the consequences of the Authority's focus on aerial solutions. At this time in urban history, when cities are rejecting any type of freeway that divides their communities and tearing down existing elevated freeways, what the Authority proposes to build is equal to a six to eight lane elevated freeway through our town. This would constitute blight to our community. San Francisco itself tore down its Embarcadero Freeway to create a more livable city. Why then, other than cheapest-to-CHSRA considerations, would the Authority propose an overhead freeway-like solution that would be rejected by almost any city today? How can the Authority propose below grade solutions for the last miles into the San Francisco Transbay Terminal, and yet reject that option along the Peninsula?

2) There is a serious risk that even with the funding requested in this Application, there would not be enough money to build what is promised because costs are escalating. The proposed San Francisco-San Jose segment is one of the most costly/mile segments proposed by the Authority's 2009 Business Plan. A few days after the CHSRA's application to the FRA, cost estimates for the final miles to downtown San Francisco have apparently increased over \$1 billion. While it is unclear whether these costs were included as part of the Redefined Track 2 Scope Application, the Authority

prior to its submission must have known this. This has increased our worries about what the costs of the entire project, or any segment of it, might actually be.

State oversight agencies have repeatedly reported and documented that the project is endangered by escalating costs and continued poor management of funds.

- This April, the Auditor of the State of California criticized the CHSRA for poor financial management. Expenses made without written contracts, and poor accountability cast doubt on the CHSRA's ability to handle such a large project. The lack of funding concerned Auditor Howle even more: *"The program risks significant delays without more well-developed plans for obtaining funds."* Communities like ours could be irreversibly damaged if any segment is started and there aren't enough funds forthcoming to finish.
- The State's Legislative Analysts Office (LAO) has repeatedly questioned the lack of a risk mitigation plan in the Authority's two business plans. After the 2009 Business Plan submission, the LAO said, *"The plan's discussion of risk management is significantly inadequate."*
- California's State Treasurer Bill Lockyer believes that current financial plans are likely to fail and will not attract the private investment

required by law. In July, he stated: *"I hear from the world of Wall Street investment bankers about what they think makes sense. And almost universally, they're convinced that no one can finance the routes from L.A. to the Bay Area, that it just will never work economically, certainly in the foreseeable future."* State law requires that each FRA dollar granted to the CHSRA by the FRA must be matched by an equal amount from the +\$9 billion of bonds authorized in 2008, or the entire project, or a segment, could be halted without matching funds to the FRA's grants. On that potential risk, Treasurer Lockyer said, *"I would be reticent to try to go to market to issue bonds to finance the state's share You can't sell this. No one will buy this bond, certainly not at any reasonable price. "*

If the FRA provides the requested funds, it risks wasting public money by funding a segment for which the State of California may not be able to provide matching funds if the bonds of the fiscally stressed State will not sell. Yet the Authority has no risk mitigation "back up" plan for this, even in the face of the Treasurer saying no one will buy the bonds and the State Auditor's and LAO's documentation of poor management and planning. The Town of Atherton believes this is a distinct possibility. What happens if the project – using an tunnel, trench or aerial solution is started but not finished because poor planning, mismanagement and/or lack of private investment lead funding to run out? The consequences of this could well be to destroy our livable city and others like ours.

3) The foundation for the viability of the CHSRA's project, which by law cannot employ an operating subsidy, is the accuracy of its ridership forecasts. Total and segment-by-segment ridership forecasts by the CHSRA have always been contestable. In 2000, Charles River Associates (CRA) forecasted 32 million riders for the system in its tenth operating year. Cambridge Systematics (CS) replaced CRA. Prior to passage of Prop 1A in November 2008, CS forecasted over 100 million riders; immediately after that vote, the forecast dropped to 93 million. A year later, with a 90% upward adjustment in ticket prices, the CS model predicted 39 million riders statewide in its tenth operating year.

On a regional level, the CHSRA's forecasts produce strange aberrations. For example, adding a branch from San Jose to Oakland to San Francisco resulted not in the addition of riders, but the loss of almost 8 million riders. How can an increase of service decrease riders?

Why these forecasts varied so widely, and why the ITS-UC Berkeley challenge to their value for policy decisions was dismissed are grounds for not trusting the CHSRA's ability to plan in a prudent way to spend public monies. If the segment through Atherton is built, and such questionable ridership claims are inaccurate, we would be left with high-speed rail infrastructure that is not used or lightly used. We believe the FRA can

understand our desire to not have poor ridership forecasts bring this outcome to our city.

4) The CHSRA has not been transparent with what should be publicly available information, despite requests from many of the cities on the Peninsula. Over the past two years the CHSRA has rejected proposed routing solutions along the Bayshore Highway (US 101), or along the right of way of US Highway 280. If these solutions were given any consideration of depth in their analyses of options, the evidence has not been forthcoming. Rather, CHSRA simply announced to those along the Peninsula that such options were "infeasible". We have never been able to get the Authority to clarify why this is so. This kind of reaction does not engender confidence if those of our residents with experience in planning, building and operating rail systems are not allowed to see the underlying data the Authority used for those conclusions.

The Authority has also rejected two professionally prepared plans to change the routing of the high-speed train from the Pacheco Pass to the Altamont Pass. CHSRA has never given a reason why a shorter, less expensive route, not generating confrontation with Union Pacific Railroad (UPRR), is not superior. Our town has seen both Altamont pass proposals and believes they deserve more authoritative attention than the CHSRA has apparently given them and clear reasons why they continue to insist on the Pacheco Pass route.

5) The CHSRA improperly and prematurely seeks funding for the Pacheco Pass route/Caltrain corridor. It is legally improper to have narrowed the route to only the Peninsula's Caltrain corridor at this time. California law requires that the CHSRA must first complete the EIR process and finish its evaluation of other, alternative routes besides the Pacheco Pass/Caltrain route. Yet the Authority has continued throughout the last year with its project level EIR process to plan in detail the Caltrain corridor - and no alternative route under consideration. This 'cart before the horse' approach will surely bring a legal challenge, whatever outcome the CHSRA proposes along the route.

6) Similarly, the Application erroneously claims that legal and environmental clearances have been obtained to allow electrification of Caltrain, when in fact they have no such clearances. Related to the CHSRA's continued project level work along the Peninsula corridor is a statement on page 9, Section C of the August 6th Redefined Track 2 Scope Application. It says (System Electrification): *"Environmental Clearance Status: Electrification of Caltrain line, cleared by CEQA and NEPA."* Caltrain's electrification is cleared by NEPA. **The EIR is not CEQA cleared.** The Director of the Peninsula Rail Program (PRP), a joint Caltrain-CHSRA appointment, knows that Caltrain electrification is not CEQA-cleared. The Director and representatives from our Town were at the April 1st 2010 meeting of the JPB, Caltrain governing Board when that Board chose to defer

seeking CEQA clearance. One reason given for deferring was that the draft EIR was at least six years old. But more importantly, the draft EIR was prepared before high-speed rail was proposed and never mentions high-speed rail. Our Town is concerned that such an oversight by the PRP Director is another instance of the inability of the CHSRA to handle coordination of a project of such magnitude.

7) Money and construction efforts to electrify the Caltrain corridor in anticipation of later adding high-speed rail will be wasted because adding high-speed rail will require ripping out and/or rebuilding the system. Caltrain would like to electrify its route along the Peninsula prior to the implementation of high-speed rail. While some components of Caltrain's electrification would be designed to integrate with high-speed rail's needs, large portions would need to be altered or completely rebuilt if high-speed rail uses the Peninsula corridor. For example, Caltrain's electrification would be for a two-lane system with side poles supplying power; while high-speed rail plus Caltrain would require a four track overhead catenary system. This would be a considerable waste of millions of dollars of investment and not addressed in the Redefined Track 2 Scope Application.

8) Even if the CHSRA had the environmental clearance to build on the Caltrain corridor, they could still be barred from using it by Union Pacific, which holds exclusive rights to inter-city passenger service and has not consented to provide access for high-speed rail. Nowhere in either the

August 5th CHSRA Board presentations on the San Francisco-San Jose segment, nor in the Redefined Track 2 Scope Application have Union Pacific Railroad's (UPRR) legal rights to the Caltrain corridor resolved. Union Pacific has repeatedly said their rights are non-negotiable. This too could cause legal delays and outright stop for the CHSRA's proposed use of the Caltrain corridor-

9) The Caltrain service along its corridor has consistently been referred to in CHSRA documents as a commuter rail service; not an inter-city rail service. It is our understanding that the potential ARRA funds are for inter-city rail projects, which would disqualify the Caltrain commuter rail corridor from being a routing option.

In sum, serious problems exist with the CHSRA's Application and its plans for high-speed rail:

- The failure to obtain necessary legal and environmental clearances and consents to legally use the Pacheco Pass/Caltrain right-of-way;
- The mismanagement, poor financial planning and conflicts with State law brought to our attention by State watchdog groups and the State Treasurer;
- The CHSRA's poor planning that effectively rejected considerable community input and would impose an aerial structure that will cause serious blight in the areas it bisects.

Cities along the Caltrain corridor have spent thousands of hours and many more dollars working hand in hand with the CHSRA in their community outreach program, all without compensation for meetings, presentations and responses. We feel that our input has been ignored.

Given these problems, we urge the FRA to not provide any federal money to the California high-speed rail project at this time.

Thank you for your consideration.

Error! Reference source not found.

James Dobbie, Council Member, Town of Atherton

Jerry Carlson, Council Member, Town of Atherton

Elizabeth Lewis, Council Member, Town of Atherton

Charles Marsala, Council Member, Town of Atherton



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME D. GRUBER, CITY MANAGER

DATE: FOR THE REGULAR MEETING OF AUGUST 18 2010

SUBJECT: AMEND RESOLUTION 10-13 ADDING LIBRARY STEERING COMMITTEE

RECOMMENDATION:

Approve Amendment to Resolution 10-13.

BACKGROUND:

City Council adopted Resolution 10-30 in June of 2010 which approved The Town of Atherton partner with the San Mateo County Library, Friends of the Library and other key stakeholders to support and participate in the process of planning and building a new library and establish a Atherton Library Building Steering Committee based on recommendations from the Atherton Library Needs Assessment Task Force.

The Library Task Force published recruitment ads for memberships to the new Library Steering Committee. The following members were recommended by the Task Force to City Council at the July meeting.

1. Karen Bliss, Friends of the Atherton Library
2. Sandy Crittenden, Atherton Arts Committee
3. Valerie Gardner, Environmental Programs Committee
4. Denise Kupperman, Atherton Library Task Force Member
5. Mayor Kathy McKeithen, Council Member, San Mateo County Library JPA Governing Board Member
6. Richard Moore, Holbrook Palmer Park Foundation Treasurer/Park & Recreation Commission Member

7. Marion Oster, Heritage Association, Atherton Tree Committee, Atherton Garden Guild
*Staff Representatives – Non-voting members
8. Duncan Jones, Public Works & Town Staff Representative*
9. Carine Risley, Atherton Library & San Mateo County Library Staff Representative*

Council, at the July meeting approved the recommendations for appointments and agreed to allow the Library Steering Committee to begin meetings and bring back a resolution for ratification at the August meeting. The motion passed.

RESOLUTION NO. 10-13
to supersede Resolution 09-09
Amended June 16, 2010
AMENDED AUGUST 18, 2010

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

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. Library Steering Committee
7. Park and Recreation Commission
8. Town Center Committee
9. 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 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.

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 and any alternates on committees are selected by the Mayor and approved by the City Council to serve a one (1) year term. Alternates will participate on committees in the absence of the appointed Council Members.
- 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) years 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 Council Members, 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 six (6) members, including two (2) Council Members of the Finance Committee, and four (4) appointed members. One term shall be for two (2) years. 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 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 and three (3) qualified residents of appointed members. One term shall be for one year and two terms shall be for two (2) years. Thereafter terms shall be for two (2) years ending on April 30th. The Finance Committee Council 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 composition and terms:

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. Library Building Steering Committee.

The Library Building Steering Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendation to the City Council upon request in all matters pertaining to the planning and design process for a new public library facility;
- b. Engage the community in planning and design process for a new Library Building,

The Library Steering Committee shall have the following composition and terms: Consists of one (1) City Council Member and up to seven (7) appointed members. The term of office shall be for all members shall expire on April 30, 2012.

The City Manager shall, and the Director of Library Services for the San Mateo County Library is requested to, designate a member of their respective staffs to meet with the Committee and assist it with its work.

The Committee meets on the third Monday of each month at 10:30 a.m. in City Council Chambers unless a special meeting in compliance with the provisions of the Brown Act is called by the committee chair.

8. 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.

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 seven (7) members including two (2) Council Members and five 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. Resolution No. 10-10 is hereby superseded and 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 18th day of August, 2010, by the following vote.

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

Kathy McKeithen, MAYOR
Town of Atherton

ATTEST:

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne Furth, City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: CITY MANAGER, JEROME D. GRUBER

DATE: FOR THE REGULAR MEETING OF AUGUST 18, 2010

SUBJECT: POTENTIAL ARTS COMMITTEE APPOINTMENT

Recommendation:

Appoint Joan Sanders to the Arts Committee.

Background:

Recruitment and application review of candidates for Town Committee vacancies took place on Wednesday April 21, 2010, at 6:00 p.m. in the Council Chambers.

Historically, Atherton opens the recruitment process in January of each year and closes it sometime in March. Interviews (not mandatory) and screening are done by full Council at either a regular or special meeting.

The Arts Committee has 10 seats on the Committee, five which are currently vacant. Atherton resident Joan Sanders has filled out an application for appointment to the Arts Committee.

By accepting the recommendation Council will appoint Ms. Sanders at this time to the Arts Committee for a term which takes effects immediately and expires on April 30, 2011.

Alternatively, Council can remove this item and discuss whether the appointment should be made during normal recruitment periods.

Financial Impact:

None.

Attachment: Arts Committee Application from Joan Sanders

Commission/Committee Applicant _____

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

Yes No

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

Yes No

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

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

am involved with Planning Commission
the Library Park and Recreation Commission
 General Plan Committee
 Arts Committee
 Audit Committee
 Other: _____

FOR YOUR INFORMATION:

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

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

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

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

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



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MIKE GUERRA, POLICE CHIEF

DATE: FOR THE MEETING OF AUGUST 18, 2010

SUBJECT: TOWN RESPONSE TO CIVIL GRAND JURY REPORT ON THE EFFECTIVENESS OF RED LIGHT TRAFFIC CAMERA ENFORCEMENT

RECOMMENDATION

Staff recommends that the City Council accept the attached final proposed draft as the Town's response to the civil grand jury regarding effectiveness of red light traffic camera enforcement.

DISCUSSION

The San Mateo County Civil Grand Jury issued a report entitled *Effectiveness of red light traffic camera enforcement* on June 7, 2010. In that report, the Grand Jury makes eighteen findings. It also makes six recommendations. By September 7th the Atherton City Council must approve a response at a public meeting as follows:

1. For each finding, the Town must either
 - a. agree with the finding
 - b. disagree in whole or in part, explaining which part is disputed and why.

2. For each recommendation either
 - a. state that the recommendation has been implemented, with a summary regarding the implemented action
 - b. state that the recommendation will be implemented within a specified time frame
 - c. state the recommendation requires further analysis, with an explanation of the scope and parameters of the analysis or study and a time frame of not more than six months from June 4th.

- d. state that the recommendation will not be implemented because it is not warranted or reasonable, with an explanation therefore.

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

FISCAL IMPACT

None.

/s/ Mike Guerra

Mike Guerra, Police Chief

Jerome D. Gruber, City Manager

Attachments:

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

Honorable Clifford V. Cohen
Judge of the Superior Court
Hall of Justice
400 County Center, 2nd Floor
Redwood City, CA 94063-1655

Dear Judge Cretan:

The Atherton Town Council and I have reviewed the San Mateo County Civil Grand Jury report concerning The Effectiveness of Red Light Camera Traffic Enforcement. The Grand Jury also requested that the Town of Atherton provide a response to the findings and recommendations contained in the report.

Attached you will find the Town of Atherton's official response to the June 7, 2010 letter from the Superior Court. The Town Council has reviewed and approved this letter and the attached responses to the Grand Jury report during our regular meeting held August 18, 2010.

The members of the Atherton Town Council and Town staff are dedicated to providing traffic safety in our community. We appreciate the amount of time the Grand Jury devoted to preparing this report. We trust you will find our commentary helpful even though we have not installed any photo enforcement systems in our Town.

If you have any questions please feel free to contact the Town of Atherton.

Thank you.

Sincerely,

Town of Atherton

Kathy McKeithen, Mayor

Town of Atherton Comments
Civil Grand Jury Report on The Effectiveness of Red Light Traffic Camera Enforcement
August 18, 2010

The Town of Atherton reviewed the San Mateo County Civil Grand Jury report on The Effectiveness of Red Light Camera Enforcement. The Town of Atherton agrees with the 2008 Grand Jury findings that red light cameras increase safety. We would also like to note that Atherton has not deployed any red light photo enforcement systems.

Responses to the Grand Jury Findings:

- Findings 1 & 2 – Partially Agree
 - Multiple lanes and traffic volume make it difficult for police officers to safely enforce traffic violations. Each vehicle code violation has the potential to result in a collision. An effective method to prevent collisions is to reduce the number of violations. Enforcement is a proven prevention method.

- Findings 3,4 & 5 – Partially Disagree
 - Some cities receive fines that exceed the red light photo equipment costs; however, not all red light camera systems are generating revenue. Some cities report revenue, some report a “break-even” amount, and others report that fines from violations do not cover the costs of renting the equipment.

- Finding 6 – Partially Disagree
 - Collision statistics are only one of the factors that many cities use when evaluating the overall effectiveness of red light photo enforcement. The configuration of a roadway, the volume of traffic, and the frequency of traffic violations must also be included. For example, the traffic volume on El Camino Real and the roadway configuration at the intersection of Atherton Avenue make it difficult to safely enforce traffic violations. While we agree the trends for collision history vary, the objective of enforcement is to eliminate the primary violation the caused or contributed to the collision. Consequently, the number of violations also needs to be considered.

- Finding 7 – Disagree
 - Most cities, if not all, have amended their contracts with their equipment vendors to eliminate any “cost neutral” clauses.

- Findings 8 & 9 – Agree
 - A red light violation in any direction in an intersection has the potential to cause a serious accident, whether that is with a pedestrian in the crosswalk or a vehicle lawfully entering an intersection. As a result, the fine for the violation should be standardized.

- Finding 10 – Agree

- The fines a city receives from red light cameras varies even though the fine is set by the state at \$446.
- Finding 11 – Agree
 - Red light cameras provide 24-hour enforcement, which would not be possible using traditional enforcement staffing. Therefore, it is not surprising that the volume of citations has increased with the installation of photo enforcement systems in several cities.
- Finding 12 – Partially Disagree
 - The Grand Jury report indicates that the County receives a percentage of the fine, which could and should be used to offset what is assumed to be a temporary increase in workload. It is the goal of photo enforcement to reduce potential collisions as a result of fewer violations; therefore, the number of citations should decrease over time as motorists increase their awareness of photo enforcement. Cities using photo enforcement systems offer violators the chance to view video footage prior to contesting the violation in court. This helps to relieve some of the burden placed on the court.
- Findings 13 & 14 – Agree
 - Many cities have reduced the number personnel assigned to traffic enforcement units due to financial constraints. The Grand Jury reports that eight cities over four years have installed photo enforcement systems. This is a short time period for evaluation. As indicated in Finding 12, the burden should ease over time. The Town of Atherton believes the cities using photo enforcement systems will continue to have a good working relationship with the courts to improve the processing of citations.
- Finding 15 – Partially Disagree
 - The California Vehicle Code defines what is a violation. Photo enforcement technology assists police officers in observing vehicle code violations. Several cities have already collaborated on reviewing and processing violations, which brings some level of consistency amongst law enforcement agencies within San Mateo County. This was one of the Grand Jury’s recommendations.
- Findings 16 & 17 – Partially Disagree
 - The cities using photo enforcement systems already comply with the California Vehicle Code requirement that photo enforcement signage must be posted in their respective cities. Additional tools such as signage will help increase awareness and voluntary compliance with traffic laws. We agree that educating the motoring public is a critical part of traffic safety.
- Finding 18 – Agree
 - Red light cameras provide 24-hour enforcement, which could not be staffed by traditional enforcement. As noted in Finding 6, roadway configurations and traffic volume play a critical role. Cities have found that red light photo enforcement is

safer at many intersections than using officers on motorcycles and/or in patrol cars due to the heavy volume of traffic and roadway configurations of some intersections.

Responses to the civil Grand Jury Recommendations:

- Recommendation #1 – Implemented
 - The Town of Atherton agrees that the number of vehicle collisions should be one of the factors to consider when deciding where camera systems should be deployed. The number of violations should also be a factor that is considered as each one represents a potential injury collision. The rationale for using photo enforcement systems is to reduce violations that contribute to collisions and not for financial gain. The California Vehicle Code requires each city to hold a public hearing before starting a red light photo enforcement program. The Town of Atherton believes that the cities using photo enforcement systems have completed that process.

- Recommendation #2 – Implemented
 - The Town of Atherton agrees that the reduction of collisions is one factor to consider in the ongoing evaluation of the effectiveness of the photo enforcement systems. It is our understanding that cities within the County incorporate this factor in their evaluation methodology along with other factors such as, the number of traffic violations. Fewer violations result in fewer opportunities for collisions.

- Recommendation # 3 – Implemented
 - The Town of Atherton Transportation Committee includes two members of the Town Council who receive bi-monthly reports on accident statistics in the Town. The Town Council believes that traffic safety is important throughout the community, and understands the goal of the Town's traffic safety program is to reduce the number of violations as well as the number of citations.

- Recommendation #4 – Partially Implemented
 - The cities using photo enforcement systems in the county have formed the San Mateo County Red Light Photo Enforcement Users Group. We would welcome a protocol developed by the San Mateo County Police Chiefs and Sherriff Association that would enhance the consistency that already exists within the county. The courts are provided with a percentage of the fine from red light violations, which should be used for efficient dispositions to red light photo enforcement citations.

- Recommendation #5 – Partially Implemented
 - The cities in the country already comply with the California Vehicle Code requirements for photo enforcement. This includes the posting of signs that notify drivers that photo enforcement systems are present. The Grand Jury recommendation suggests that additional signage include warning motorists to

come to a complete stop. Some cities do not post this additional reminder because it is implied by the official traffic control device such as, a stop sign or speed limit sign.

- Recommendation #6 – Partially Implemented
 - The Town of Atherton agrees that a centralized photo enforcement management system would improve the processing of violations. The cities of San Mateo and Millbrae have already implemented this process which has proven to be effective.

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The Effectiveness of Red Light Traffic Camera Enforcement

Issue

Is the installation and use of red light traffic cameras a cost effective and productive strategy for reducing the incidence of vehicle collisions or are cities using these camera installations primarily as a source of revenue?

Background

Over the past four years, eight cities in San Mateo County have installed traffic cameras at numerous intersections. The cameras monitor and record red traffic light violations and have the stated objective of reducing the incidence of vehicle collisions at the traffic intersections that are monitored. In addition to running a red light (going straight through an intersection), in some cases the cameras also monitor whether a motorist stops at a red light before making a right hand turn. This recorded video is reviewed by police agency personnel. If sufficient evidence exists to support prosecution, the violator is issued a citation to appear in traffic court. The cities' police agencies have adopted this technology to supplement their traffic enforcement efforts.

Besides driving straight through a red light, there are two types of right-turn violations at a red light. The first is failing to stop completely before turning. This violation is cited under Vehicle Code (VC) section 21453(a) because the action reflects a failure to stop and thus is categorized as red light "running" in the same sense as driving straight through the intersection. The second type of right-turn violation involves coming to a full stop, but then proceeding to turn right in an unsafe manner. This turn could be unsafe because of the presence of pedestrians, on-coming traffic, or other conditions. This latter offense carries a much lower fine under VC section 21453(b).

The 2008-2009 San Mateo County Civil Grand Jury issued a report entitled "Red Light Cameras Increase Safety" and addressed the issue "Are photo enforcement red light cameras in Redwood City effective as traffic safety devices?" The report focused exclusively on Redwood City and the one red light camera installed at Whipple and Veterans Blvd. This current report expands on the previous report by incorporating all cities in San Mateo County that have red light cameras installed. However, the fundamental issue of traffic safety remains the same. The 2008-2009 San Mateo County Civil Grand Jury report recommendation to Redwood City was:

Develop an annual review process which compares the number of collisions pre and post installation of the photo enforcement camera. Determine whether the equipment is

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... serving as an effective deterrent and whether additional safety features should be implemented.

Redwood City in its response stated that "... steps will be put into place within the next 30 days that will allow an annual review to take place." A review was held with the Chief of Police and other senior police officials in late April, 2010.

Vendors

All of the traffic camera systems used by police agencies in San Mateo County are provided by two private firms. Two cities, Millbrae and South San Francisco, contract with American Traffic Solutions¹. The remaining cities contract with Redflex Traffic Solutions². Although there are two separate vendors, the provisions of the individual contracts are substantially the same. All of the equipment, installation and maintenance of the traffic camera system are the responsibility of the company providing the service. The contracts usually run five years with options to extend. Contracts can also be terminated earlier than 5 years, but with financial consequences. The equipment belongs to the vendor and is not the responsibility of the city.

The Redflex Traffic Systems agreement specifically refers to vehicle collisions in its recitals:

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections that will be monitored pursuant to the terms of this Agreement.

The American Traffic Systems agreement makes no such reference to an objective of reducing vehicle collisions.

Citation Revenue and Operating Costs

The 2010 fine for failure to stop at a red signal under VC 21453(a) is \$446.00; however only a portion of this is funded back to the city that issued the citation. The total amount of the fine and the proportion that each city receives is determined by state statute.

Although the precise amount each city receives is different, in general, the portion of the fine paid to the city is approximately 33%, with the rest going to the county and the state. This

¹ American Traffic Solutions Inc.
7681 East Gray Road
Scottsdale, AZ 85260

² Redflex Traffic Systems, Inc.
23751 N. 23rd Ave, Ste 150
Phoenix, AZ 85085

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amount is the same whether the citation is issued by an officer or as the result of a violation recorded by the camera system.

The cost associated with each red light camera consists of a fee paid to the vendor and the cost of employees who review and authorize citations. The contracts require that a flat monthly fee be paid for each installation. The monthly fees range from \$5,395 to \$6,350.

Based on the survey received from the cities, only the City of San Mateo provided full time dedicated sworn staff to the evaluation of the video recorded by the cameras. In all other cases, each individual city uses part-time sworn officers' help to evaluate possible violations, appearance in court, and answering questions from the general public. Millbrae and San Carlos contract with the City of San Mateo for their administrative support. The number of citations increases significantly within a few months once a camera system is commissioned. (See chart on page 7) However the number then tends to decline and level out.

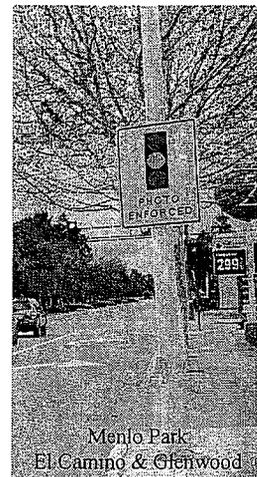
Warning Signs and Public Education

The 2008-2009 San Mateo County Civil Grand Jury report made several recommendations related to signage and public education:

Install a photo enforcement camera notification sign alerting traffic traveling eastbound on Whipple Avenue approaching Veterans Boulevard.

Continue the practice of widespread public notice of activation of new automated red light photo enforcement cameras at intersections.

Continue expanding RWCPD web-site to include public education about the photo enforcement camera notification system.



All current jurisdictions provide signage before entry into the city and most before entry into the red light intersection which complies with the statutory requirement. However, the signage is not always clearly visible unless the driver is looking for it. In some cases the signage can be found in the right hand lane some yards before the intersection. By contrast the signage used in San Carlos is posted on the signal stanchion itself and clearly visible to oncoming traffic (See Appendix A for more pictures of signage used).

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The cities and intersections which had red light cameras installed and were surveyed included the following:

<u>Jurisdiction / Intersections</u>	<u>Installed</u>
Burlingame	
El Camino Real @ Broadway	3/22/2009
Daly City	
San Pedro @Junipero Serra	3/11/2008
Junipero Serra @ Washington	6/24/2009
John Daly @Sheffield	7/1/2009
Hickey @ Gellert	7/7/2009
Menlo Park	
Bayfront Expressway @ Willow Rd-WB	5/1/2008
El Camino Real @ Ravenswood / Menlo	9/1/2008
El Camino Real @ Glenwood	10/1/2008
Millbrae	
Millbrae Avenue @ Rollins RD (NB & SB)	9/18/2006
Redwood City	
Whipple Avenue @ Veterans Blvd	3/1/2008
Veterans Blvd @ Whipple Ave.	8/1/2009
San Carlos	
Brittan Avenue @ Industrial	11/25/2008
San Mateo	
Hillsdale Blvd @ Saratoga and Saratoga @ Hillsdale Blvd	4/20/2005
Hillsdale @ Norfolk	7/29/2005
4th Avenue @ Humboldt	10/31/2006
South San Francisco	
El Camino Real @ Westborough Blvd	8/15/2009
El Camino Real @ Hickey Blvd.	8/15/2009

Since completion of the survey in September 2009, a number of new red light cameras have been installed throughout San Mateo County. The above table is not an up-to-date representation of all red light cameras installed as of the release of this report.

Investigation

In its investigation the 2009-2010 San Mateo County Civil Grand Jury (Grand Jury) reviewed each of the contracts negotiated by the cities with red light camera installations. Follow up questions and interviews were conducted with some of the agencies. The Grand Jury also reviewed a number of current local and national news articles on the subject.

The Grand Jury surveyed all the police agencies in San Mateo County. The survey asked each agency if they had red light cameras or if they were considering them. For those with cameras,

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the survey requested information on how they administer their traffic camera programs and their effect. The inquiry asked for the amount of staff time required to administer the program, revenues received, and accident statistics before and after the camera systems were implemented.

The four areas that the investigation focused on were:

- Are the cameras meeting their objective of reducing accidents?
- Is the outlay of city funds to lease the systems justified by the results?
- Are the camera systems an effective supplement to the actions of police officers?
- What expenses and revenues are generated by employing red light traffic cameras?

The Grand Jury requested data on accident frequency prior to camera installation and after installation of the camera. The data as provided by the jurisdictions did not have enough precision and was not comparable between jurisdictions and therefore no accident statistics will be reported here.

Findings

1. The cities choose locations for the two suppliers of red light cameras to evaluate. The vendors then recommend the location of cameras based on studies which evaluate the potential number of possible red light violations and not necessarily the number of accidents that can be prevented.
2. Police Departments and traffic engineers provide their input as to where cameras should be installed with primary emphasis on safety rather than the number of citations that can be issued. Ultimately, both the city and the vendor must agree on the location for installation.
3. The red light camera systems installed in the county are generating significant revenue for the cities. In 2009, the amount the cities receive per citation ranges from \$119.17 (San Mateo) to \$142.49 (San Carlos).
4. Three cities, Belmont, South San Francisco, and Burlingame have recently instituted red light traffic camera programs. The inception dates are too recent to report reliable empirical data. For the remaining cities, the grand jury estimated the potential monthly revenue based upon data received from the cities.

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<u>Jurisdiction / Intersections</u> <u>through Sept. 30, 2009</u>	<u>Average Monthly³</u>	
	<u>Citations</u>	<u>Potential City Revenue</u>
Daly City		
San Pedro @ Junipero Serra	177	\$23,276
Washington @ Junipero Serra	121	15,912
John Daly @ Sheffield	243	31,955
Hickey @ Gellert	119	15,649
Total Daly City	660	\$86,792
Menlo Park		
Bayfront Expressway @ Willow Rd	137	\$20,550
El Camino Real @ Ravenswood & Menlo	327	49,050
El Camino Real @ Glenwood	166	24,900
Total Menlo Park	630	\$94,500
Millbrae		
Millbrae Avenue @ Rollins RD	343	\$49,351
Redwood City		
Whipple Avenue @ Veterans Blvd	89	\$11,522
Veterans Blvd @ Whipple Ave.	*418	*54,114
Total Redwood City	507	\$65,636
San Carlos		
Brittan Avenue @ Industrial	53	\$6,280
San Mateo		
Hillsdale Blvd @ Saratoga	361	\$43,020
Hillsdale @ Norfolk	61	7,257
4th Avenue @ Humboldt	165	19,663
Total San Mateo	587	\$69,940

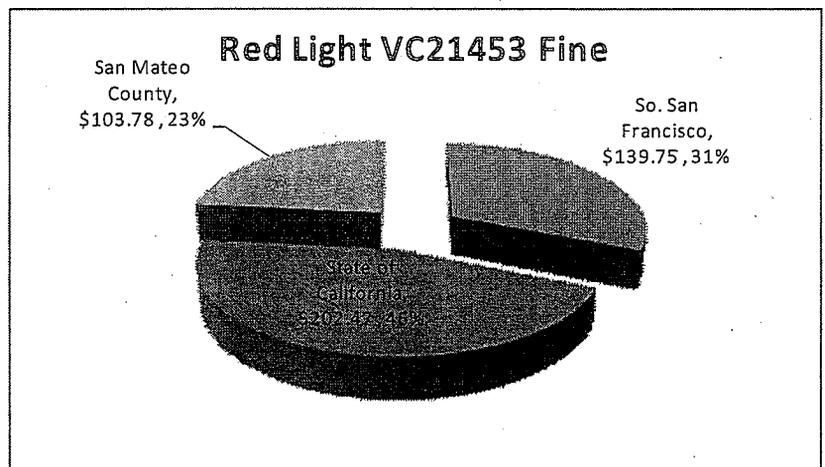
**Average was calculated based on data from November 2009 through March 2010*

³ Average number of citations and average revenue earned is based on data provided by the respective police agency to the Grand Jury's survey. The number of citations and the revenue data as reported were for varying lengths of time – some for a few months; some for a year or more. An average monthly number was computed based on data provided as of September 30, 2009 and used here so as to make the information comparable from jurisdiction to jurisdiction.

The cities receive a portion of the total fine levied on the motorist. Please see the chart under finding #10 which uses South San Francisco as an example for the allocation of the red light violation fine. Each city surveyed provided the amount it receives for each citation. This amount was multiplied by the average monthly citations to derive average monthly revenue.

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5. The data as reported indicated that in all the jurisdictions above, the revenue earned from citations exceeded direct costs such as the vendor's fee and employee costs. (Recently, the City of San Carlos extended the yellow light time to comply with state standards and found that the number of citations fell dramatically. As a result the revenue from red light citations could no longer cover the associated costs.)
6. Based on interviews and responses to survey questions, the reporting of accident statistics is not being used as a measure of the effectiveness of red light cameras. The primary emphasis appears to be on the number of citations issued. Based on the data provided by the cities, there was no overall trend indicating a noticeable change in accident rates before and after installation of red light cameras.
7. Most cities are protected from losses by a "cost neutral" clause in their contracts. In the event that fine revenue received does not cover the monthly cost of the contract, the city is only required to pay the actual amount that it did receive. San Carlos and San Mateo among other cities have voluntarily nullified the "cost neutral" clause in their contracts following a recent court case where a citation issued with this clause in place was dismissed by the court.⁴
8. A significant portion of the citations issued from red light cameras are for motorist failure to stop before making a right hand turn. The same fine is applied to both violations.
9. The fine for failure to stop before making a right hand turn seems out of proportion to similar offenses and as a result is often appealed to the traffic court. The state mandated fine in 2010 for failure to stop at a stop signal or failure to halt before turning right on a red light is \$446.00. Traffic School is an additional \$60.00. By contrast, the fine for failure to halt at a stop sign is \$214.00; and the fine for going 15 mph over the speed limit is \$214.00.
10. Using South San Francisco as an example, if a motorist is cited for either running a red light or not coming to a full stop before turning right, the \$446.00 fine would be distributed among the city, the county and the state as follows:



The potential revenue is based on the number of citations issued in any given month; however the transmittal of the funds from the county to the cities actually occurs some months later. In addition citation fines may be reduced by the traffic court if appealed. The revenue data presented is before payment to the vendor.

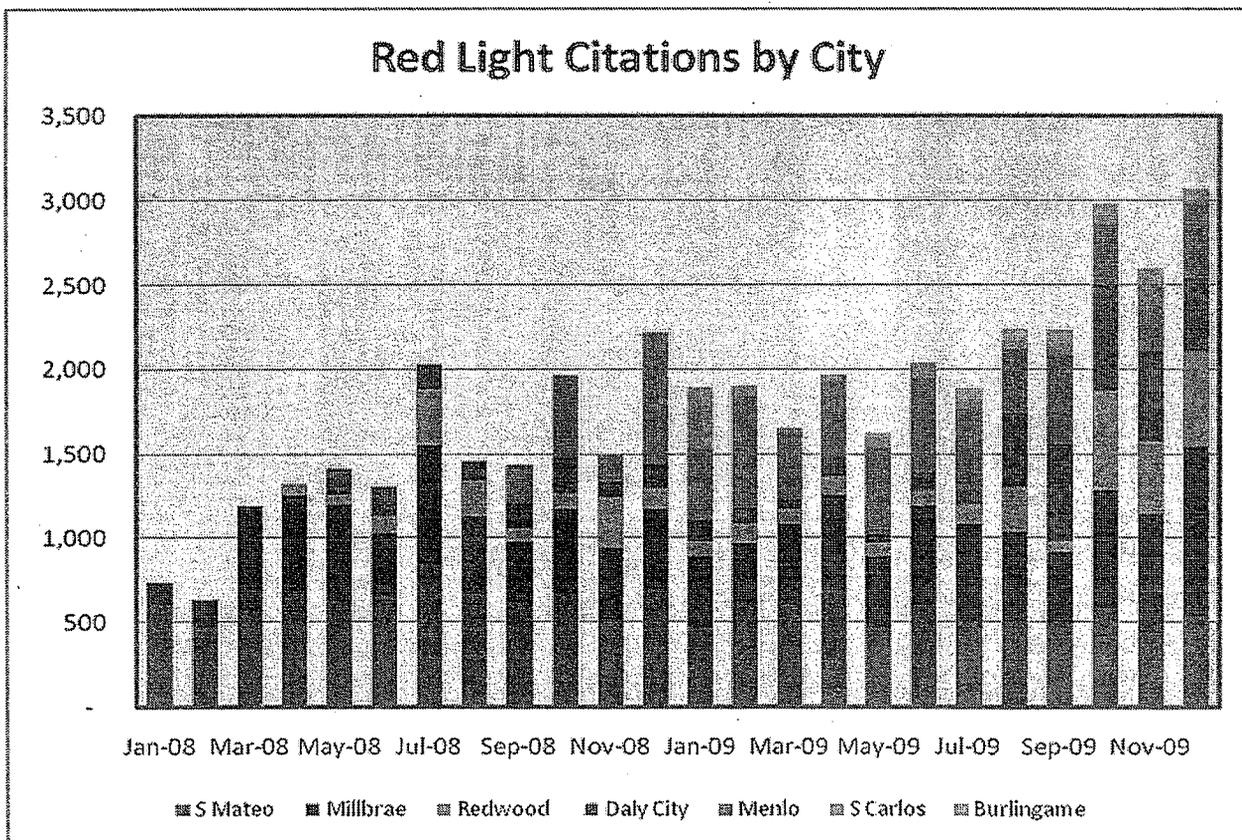
⁴ In a September 2009 ruling, a San Mateo Superior Court Judge threw out a ticket from a San Mateo City red light camera based on the argument that the city's contract is illegal. California law states that a company such as Redflex or American Traffic Solutions can't charge based on the number of tickets the camera issues.

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11. The number of citations that the Superior Court must adjudicate from red light cameras has increased significantly from 2008 to 2009. The Superior Court of San Mateo County reported the following information:

	<u>2008</u>	<u>2009</u>	<u>% Change</u>
Red Light Citations	17,211	30,948	80%
All Other Citations	113,023	133,871	18%
Total Citations	130,234	164,819	27%

12. The San Mateo County Superior Court system has become overwhelmed with citizens challenging the \$446 citation. The local court is not receiving any additional funding for this increased level of activity which requires additional staffing and resource commitment.
13. Local court personnel who have already been reduced by 20% from layoffs and mandated furloughs are in arrears by approximately six months in processing traffic complaints.
14. Based on court statistics the chart below provides an indication of the increasing volume of red light camera citations being issued over the two years ending December 31, 2009. South San Francisco was not included because on Feb. 5, 2010, the City had announced that it would be refunding/dismissing all tickets issued from the beginning of the program up to Jan. 27, 2010 - this was later extended to Mar. 10, 2010. The impact on the Superior Court from the increase in citations is not a consideration when cities are evaluating whether to install



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the cameras.

15. There is not uniformity among all cities regarding criteria used in the evaluation of possible violations and the decision to issue citations.
16. Not all cities are using warning signs at red light intersections as a tool to slow down drivers and thereby reduce the number of vehicle accidents. Appendix "A," contains a selection of pictures of the warning signs used by the cities. Some such as San Carlos are clearly visible placed high and on the signal itself. Others such as those used in Menlo Park are in the far right, some distance from the intersection and often partially hidden by trees and other highway signs. In Daly City there were no warning signs at the intersection of Junipero Serra and Washington.
17. Police departments view the use of red light cameras and the associated signage as "behavior modification", basically educating the public that they must be careful to observe moving violations at all intersections.
18. The cameras operate 24 hours per day seven days per week compared to a police officer who, if available, would monitor the intersection only sporadically.

Conclusions

The 2009-2010 San Mateo County Civil Grand Jury concludes that:

1. There are no uniform protocols established throughout San Mateo County for evaluating possible infractions and determining the issuance of a citation, thus making court decisions difficult and undermining the trust of the county's citizenry.
2. Although the purpose for the installation and maintenance of red light cameras may have been public safety, they have also come to represent a significant source of funding for the cities.
3. Cities have not established consistent and standardized reporting and evaluation processes to determine if the red light camera, at any particular intersection, is in fact, reducing the number of vehicle collisions.
4. With some exceptions, signage is not being used as a tool for slowing down oncoming traffic and thereby reducing the accident rate.
5. The use of red light traffic cameras is cost-effective and financially viable when compared to utilizing police officers to perform equivalent enforcement. All of the cities that have implemented this technology and still have the "cost neutral" clause in place have covered contractual costs and administrative costs.
6. The camera technology provides an effective method of enforcing a vehicle code violation that has a high probability of causing an accident.
7. Cities, when determining whether to install a red light camera, have failed to consider the impact on the Superior Court of San Mateo County and on the citizenry who need to access that court.
8. Within the county there should be no differences between the cities in the criteria used for the issuance of a citation.

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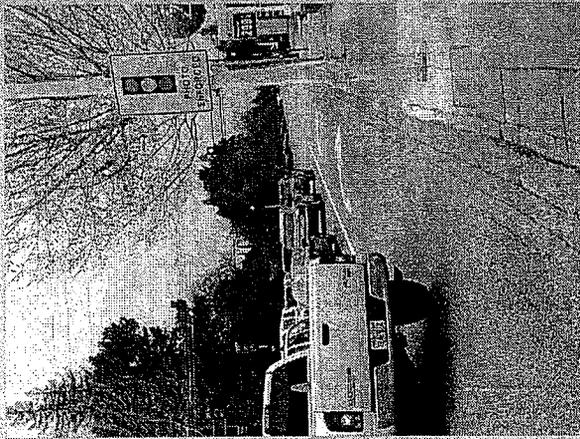
Recommendations

The 2009-2010 San Mateo County Civil Grand Jury recommends the following to the City Councils of the cities of San Mateo County:

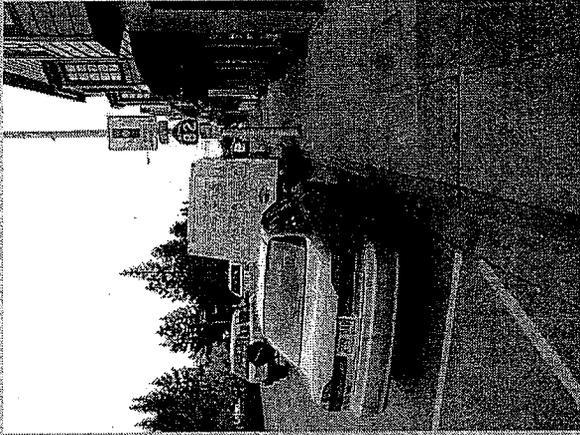
1. Consideration of where a red light camera is to be installed should be driven by the number of vehicle collisions occurring at that intersection and not the potential amount of revenue generated from citations. Because of the impact on the courts as well as the citizenry, a final decision should be made by the respective city council in open hearings.
2. Each jurisdiction installing a red light camera should measure its ongoing effectiveness by the number of accidents caused from red light violations before and after installation.
3. Establish consistent and regular reporting of accident rates to senior officials including the respective city councils. This should be done at least annually. When reports indicate that accident rates have not been reduced, action should be taken to investigate why and removal of the red light cameras should be considered if they are not effective.
4. Working through the county Police Chiefs and Sheriff Association and/or the City Managers Association, establish and require consistent protocols to be used by all county cities for evaluating possible violations and the issuance of a citation. Such county-wide standards can allow courts to more quickly and efficiently evaluate appeals that come before it.
5. Install prominent signage, at the camera intersection, highly visible to all approaching traffic warning motorists of the camera. This should include signage warning motorists to come to a full stop before turning right on a red light.
6. Working through the county Police Chiefs and Sheriff Association and/or the City Managers Association, consider centralizing the administrative tasks of evaluating possible violations and issuance of citations. This would not only achieve budgetary savings but would also insure consistent and professional application of the protocols affecting San Mateo Drivers.

The Effectiveness of Red Light Traffic Camera Enforcement

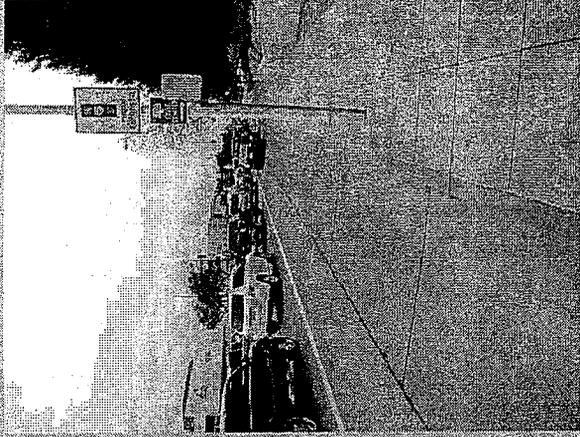
Appendix A
Selected Pictures of Red Light
Cameras and Warning Signs



NB on El Camino & Glenwood



SB on El Camino at Menlo



NB on El Camino at Ravenswood



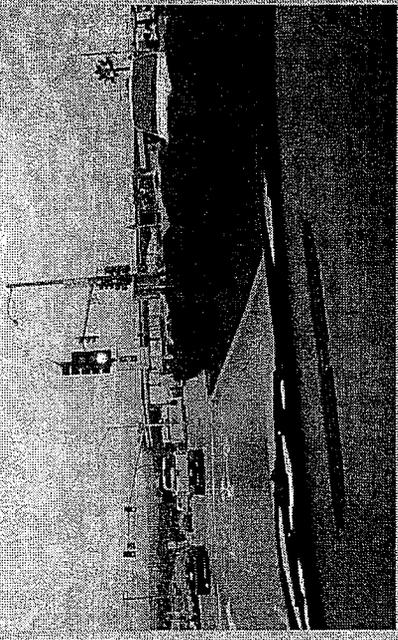
EB on Willow & Bayfront Exp.



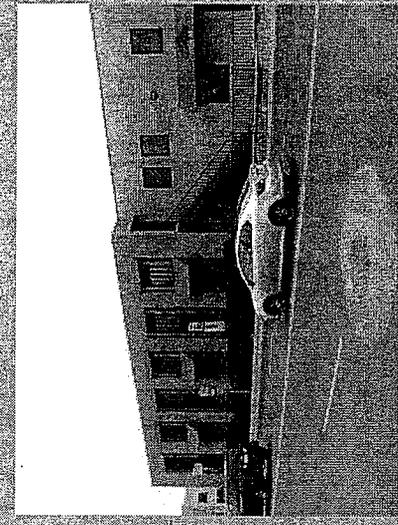
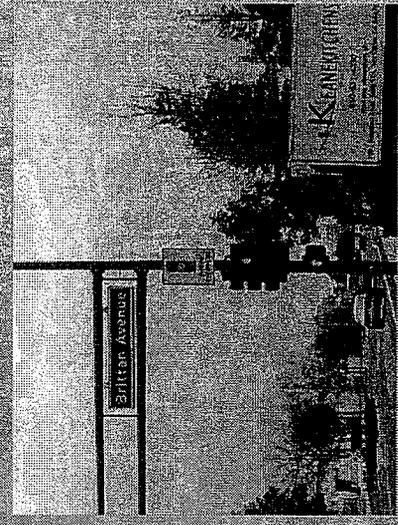
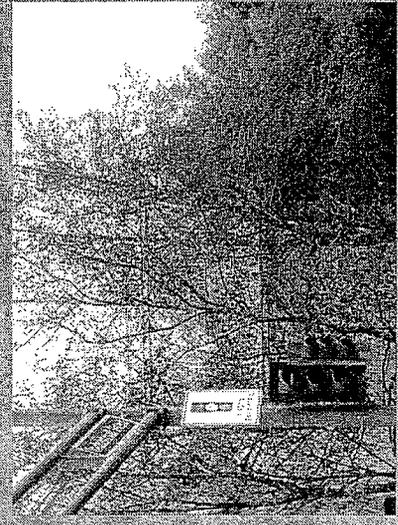
SB on El Camino & Valparaiso
There are no cameras in the EB direction

PHOTO ENFORCED
Warning Signs Used
In Menlo Park tend to be in the
far right hand lane and some
distance from the intersection.

This Warning Sign used in Redwood City is located right on the signal itself. It is noticeable to anyone making a right turn but not to a driver in the two left lanes.



EB on Whipple & Veterans

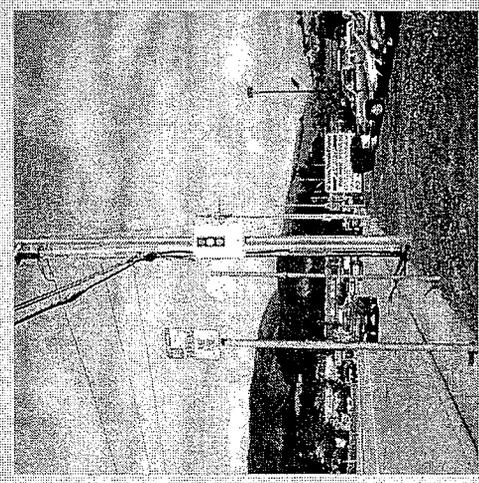


These Warning Signs used at Brittan and Industrial in San Carlos are located right on the signal itself. They are up high enough for all drivers to see them. San Carlos also has a warning sign prior to the intersection.

This is the only Warning Sign used at the intersection of Millbrae Ave and Rollins Rd in Millbrae. It is not clearly visible to all drivers.



South San Francisco



Hickey & El Camino



This warning to stop before turning right is located on southbound El Camino Real



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEROME D. GRUBER, CITY MANAGER
DATE: FOR THE REGULAR MEETING OF AUGUST 18 2010
SUBJECT: AMEND COUNCIL RULES OF PROCEDURES TO STAY IN COMPLIANCE WITH THE CONSTITUTION OF THE U.S.

RECOMMENDATION:

Amend Council Rules of Procedures.

BACKGROUND:

Page 7, Section 6.2 which refers to Personal and Slanderous remarks should be amended to remove the first sentence of the paragraph. The City Council is protective of the First Amendment rights of the public. The rule should be amended to reflect state law.

Additionally, in 2002 Government Code section 36936 was amended as follows, "A recorded majority vote of the total membership of the City Council" is needed to pass any resolution or ordinance.

6.2 Personal and Slanderous Remarks Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous may be requested by the Mayor to leave the meeting. The Mayor shall discourage demonstrations before the Council, such as applauding or "booing". Upon instructions by the Mayor, a Sergeant-at-Arms may be called for the purpose of removing any person who, in the Mayor's judgment, has disrupted the meeting. The Mayor appoints a person to fulfill the responsibilities of the Sergeant-at-Arms at the beginning of each meeting if he/she deems it to be necessary.

Deleted: has violated the rules of conduct and

7.4 Majority Vote Required An affirmative vote of at least a majority of of the total membership of Council shall be necessary to adopt an ordinance or Resolution.

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Urgency (emergency) ordinances must be adopted by the affirmative vote of at least four members of the Council. ~~Motions, and any other matters may be adopted by the majority present.~~

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Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: EILEEN M. WILKERSON, ASSISTANT CITY MANAGER

DATE: CITY COUNCIL MEETING OF AUGUST 18, 2010

SUBJECT: ADOPTION OF RESOLUTION REJECTING CLAIM SUBMITTED BY MCNEILL LAW OFFICES ON BEHALF OF PACIFIC PENINSULA GROUP

RECOMMENDATION

Adopt Resolution 10-47 rejecting claim of Pacific Peninsula Group.

BACKGROUND

The Town received a correspondence from McNeill Law Offices on July 1, 2010 who represent Pacific Peninsula Group.

[A copy of the claim is available in the City Clerks Office.]

At the regular meeting of July 21, 2010 the City Attorney reported out of closed session that council directed staff to prepare a resolution rejecting the claim of Pacific Peninsula Group and bring it back to council in compliance with statutory procedures.

At the special meeting on August 2, 2010 rejection of the claim failed with a 2-1 vote, Lewis opposed (Marsala recused himself and Carlson was absent).

Staff brought the item back to full Council for reconsideration.

FISCAL IMPACT

No fiscal impact.

Attachment: Resolution 10-47 rejecting claim of Pacific Peninsula Group

RESOLUTION 10-47

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
REJECTING THE CLAIM OF
Pacific Peninsula Group
[Re: Road impact fees]**

BE IT RESOLVED by the City Council of the Town of Atherton that the Claim submitted by Pacifica Peninsula Group for refund of road impact fees totaling \$298,144.91 received July 1, 2010 is hereby rejected.

DULY AND REGULARLY ADOPTED this 18th day of August, 2010.

TOWN OF ATHERTON

Kathy McKeithen, Mayor

ATTEST

Theresa N. DellaSanta, Deputy City Clerk



ITEM 25

DATE: FOR THE CITY COUNCIL MEETING OF AUGUST 18, 2010

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

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

**SUBJECT: PUBLIC HEARING ON INITIAL STUDY/DRAFT NEGATIVE
DECLARATION AND DRAFT 2007-2014 HOUSING ELEMENT UPDATE**

RECOMMENDATION:

That the City Council adopt Resolution 10-45 adopting:

1. The 2007-2014 Housing Element Update and Zoning Ordinance Amendments Initial Study and Negative Declaration, and
2. The Town of Atherton Housing Element Update 2007-2014 dated August 1, 2010

BACKGROUND:

In October 2009 the City Council directed Planning Staff to transmit a copy of the draft Housing Element Update 2007-2014 to the California Department of Housing and Community Development (HCD) for review and comment pursuant to State Housing Element law. In late December 2009 a letter was received from HCD suggesting several changes to the draft Element. During the months of January through May 2010 changes to the draft Element were proposed, reviewed by the Town Housing Element Subcommittee, Planning Commission and City Council, and transmitted to HCD for further review. In mid-May 2010 HCD reviewer Raquel Medina telephoned to say that the changes were acceptable and if incorporated into the adopted element that it would be certified as in compliance with State Housing Element law.

Staff has incorporated all of the proposed changes into the City Council Public Hearing Draft Housing Element Update. Staff has also prepared a draft Initial Study and Negative Declaration as the Environmental Document for this project.

DISCUSSION:

A draft Initial Study and Negative Declaration is included in the packet for the City Council's consideration. In the Initial Study it was determined that no potentially significant impacts would result if the Housing Element Update were adopted and implemented. Neither was any mitigation

measure recommended or determined to be necessary.

The City Council should consider the Initial Study and Negative Declaration prior to consideration of the Housing Element Update.

This is the public hearing draft of the Housing Element Update 2007-2014. The draft Element includes updated data on population, employment and housing, an inventory of land suitable for residential development, an analysis of constraints to the provision of housing, an analysis of groups with special housing needs and proposed programs to facilitate the development of new housing. According to the Element, the Town will rely on the private market to produce new, above moderate income housing. For extremely low to moderate income housing the Town will encourage development of additional faculty and student housing at Menlo School and Menlo College, and private development of second dwelling units. Housing at the private schools will be encouraged by amending the PFS (Public Facilities and Schools) Zoning District to make housing a permitted use subject to Planning Commission review of certain specified location criteria. Second dwelling unit development will be encouraged by amending the Zoning Ordinance to increase their allowable size to 1,200 square feet, to permit certain specified encroachments into side and rear yards, to exempt second dwelling unit square footage from maximum floor area limitations and to waive building permit fees.

On July 7, 2010 the Housing Element Subcommittee (members Philip Lively and Paul Quinlan) met and considered the draft Initial Study/Negative Declaration and the draft Housing Element Update. On motion duly moved and seconded the Subcommittee recommended the Planning Commission approve the draft Initial Study/Negative Declaration and the Housing Element Update 2007-2014 both dated June 16, 2010 and recommend their adoption to the City Council.

On July 28, 2010 the Planning Commission, at its regular meeting, held a public hearing on the draft Initial Study/Negative Declaration and the draft Housing Element Update. At the conclusion of the public hearing the Commission adopted Resolution No. 2010-1 recommending the City Council:

1. Adopt the Negative Declaration for the 2007-2014 Housing Element Update and Zoning Ordinance Amendments Project.
2. Supersede and replace the existing Housing Element and adopt the Housing Element Update 2007-2014.

CONCLUSION:

It is Planning Staff's professional opinion that adoption of the Negative Declaration would be consistent with the California Environmental Quality Act. Further, that adoption of the Housing Element Update 2007-2014 would be in compliance with California Housing Element law.

ALTERNATIVES:

The City Council could not adopt the Housing Element Update or could make modifications to the current draft.

FISCAL IMPACT:

The cost of the Housing Element Update and the Initial Study/Negative Declaration was included in the Town budget.

FORMAL MOTION:

I move that the City Council adopt the resolution entitled “A Resolution of the City Council of the Town Of Atherton: (1) Making Findings Pursuant to the California Environmental Quality Act; and (2) Superseding and Replacing the Existing Housing Element (2001 Update) with the Housing Element Update 2007-2014.”

/s/ Neal J. Martin

Neal J. Martin, Town Planner
Lisa Costa Sanders, Deputy Town Planner

Jerome D. Gruber
City Manager

Attachments:

1. Resolution No. ____ A Resolution of the City Council of the Town Of Atherton: (1) Making Findings Pursuant to the California Environmental Quality Act; and (2) Superseding and Replacing the Existing Housing Element (2001 Update) with the Housing Element Update 2007-2014
2. *Draft Initial Study and Negative Declaration, 2007 – 2014 Housing Element Update and Zoning Ordinance Amendments*, June 16, 2010
3. *Housing Element Update 2007 – 2014*, City Council Public Hearing Draft, August 1, 2010
4. Housing Element Subcommittee Meeting Minutes for July 7, 2010
5. Letter from California HCD *Re: Review of the Town of Atherton’s Revised Draft Housing Element*, May 19, 2010
6. Resolution No. 2010-1 A Resolution of the Planning Commission of the Town of Atherton Recommending the City Council: (1) Make Findings Pursuant to the California Environmental Quality Act; and (2) Supersede and Replace the Existing Housing Element (2001 Update) with the Housing Element Update 2007-2014

RESOLUTION NO. 10-45

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON: (1) MAKING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND (2) SUPERSEDING AND REPLACING THE EXISTING HOUSING ELEMENT (2001 UPDATE) WITH THE HOUSING ELEMENT UPDATE 2007-2014

WHEREAS, Article 10.6 of Chapter 3 of Division 1 of Title 7 of the California Government Code, beginning with Section¹ 65580 requires each city to adopt a legally sufficient Housing Element as part of its General Plan and to periodically update its Housing Element; and

WHEREAS, Section 65350 et seq. sets forth the procedure to amend city General Plans at the option of local legislative bodies when it deems such amendments to be in the public interest; and

WHEREAS, Section 65585 et seq. provides for the review of city housing elements by the California Department of Housing and Community Development (HCD); and

WHEREAS, pursuant to Section 65588(e)(2) and Section 65584.02, the City is required to update the Housing Element of its General Plan no later than June 30, 2009, for the housing cycle ending on June 30, 2014; and

WHEREAS, on June 18, 2008 the City Council initiated an update to the City's existing Housing Element by approval of a Professional Services Agreement with Goldfarb & Lipman to assist in the Housing Element Update; and

WHEREAS, on September 23, 2008 and October 29, 2008, the City held two public workshops to discuss the Housing Element Update; and

WHEREAS, City staff prepared a Draft Housing Element Update, incorporated input and direction from the General Plan Committee, Planning Commission and the City Council, and submitted it to HCD on October 27, 2009 for preliminary review pursuant to Section 65585(b); and

WHEREAS, in its Review Letter of December 24, 2009, HCD asked the City to modify the Draft Housing Element Update to conform with State law; and

WHEREAS, City staff prepared proposed changes to the Atherton 2007-14 Housing Element in response to the HCD review letter of December 24, 2009, incorporated input and direction from the Housing Element Subcommittee, Planning Commission and the City Council, and submitted it to HCD on March 18, 2010; and

¹ All statutory references are to the California Government Code unless otherwise specified.

WHEREAS, in its Review Letter of May 19, 2010, HCD stated that the revised draft element will comply with State housing element law when adopted and submitted to the Department pursuant to Government Code Section 65585(g); and

WHEREAS, Section 65358 permits a local legislative body to amend a mandatory element of the General Plan no more than four times during a calendar year; and this is the first amendment to the City's General Plan for the year 2010; and

WHEREAS, Section 65103 provides that the Planning Commission, acting as a Planning Agency, is charged with administration of the City General Plan and with making recommendations on amendments to the City's General Plan; and

WHEREAS, the Planning Commission Public Hearing Draft of the Housing Element Update 2007-2014 was provided to the Planning Commission; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") Guidelines (Cal. Code of Regulations, Chapter 3, Div. 6 of Title 14) Sections 15050 and 15051, ATHERTON is the CEQA Lead Agency for the preparation and circulation of a negative declaration for the 2007-2014 Housing Element Update And Zoning Ordinance Amendments Project ("the Project"); and

WHEREAS, an Initial Study and draft Negative Declaration ("IS/DND") was prepared for the Project and circulated for public review; and

WHEREAS, in response to comments received on the IS/DND, a Negative Declaration has been prepared for the Project, and the review process has been satisfactorily completed as more fully described below.

WHEREAS, on or before July 7, 2010, pursuant to Section 65353, a Notice of Public Hearing before the Planning Commission regarding the Negative Declaration and the Housing Element Update 2007-2014 was provided to all members of the public requesting such notice, published in the San Mateo County Times, as well as posted on the Town Bulletin Boards and mailed to agencies and individuals required by Section 65352; and

WHEREAS, prior to considering and recommending changes to a General Plan, the Planning Commission is required to hold a public hearing pursuant to Section 65353; and

WHEREAS, on July 28, 2010, the Planning Commission held a duly noticed public hearing for the purpose of receiving testimony on Housing Element Update 2007-2014; and

WHEREAS, the Planning Commission, prior to making its recommendation to the City Council considered all testimony, both oral and written, regarding the proposed General Plan changes. After closing the public hearing on July 28, 2010, the Planning Commission thereafter adopted Resolution No. 2010-1 recommending that the City Council adopt the Housing Element Update 2007-2014.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. **Recitals.**

The City Council hereby finds that the foregoing recitals are true and correct.

SECTION 2. **Initial Study and Draft Negative Declaration**

A. On June 16, 2010, the IS/DND for the Project was completed and circulated for public review and comment, was distributed to public agencies, local libraries, and persons requesting copies, and was made available for public review;

B. A Notice of Availability of the IS/DND indicating that a 20-day public review period would commence on July 7, 2010 and comments on the IS/DND were due to ATHERTON by July 28, 2010, and that a public hearing would be held at the end of the 20-day public review period on July 28, 2010 at Town Hall was noticed in the San Mateo County Times, posted on the Town Bulletin Boards and was sent to individuals requesting such notice;

C. A public hearing was held by the Planning Commission on July 28, 2010 at Atherton Town Hall to hear testimony regarding the Project and the IS/DND for the project. No public comment was received and the public hearing was closed;

D. The Initial Study shows that there is no substantial evidence, in light of the whole record before the Planning Commission, that the Project may have a significant effect on the environment.

SECTION 3. **Response to Comments of the Department of Housing and Community Development.**

As required by Government Code Section 65585(e), the Town has considered the findings made by the Department of Housing and Community Development included in the Department's letters to the City dated December 24, 2009 and May 19, 2010 and, consistent with Government Code Section 65585(f)(1), the Town has changed the Housing Element Update 2007-2014 in response to the findings of the Department to substantially comply with the requirements of Article 10.6, 'Housing Elements.'

SECTION 4. **Adoption of the Housing Element Update 2007-2014.**

The City Council hereby:

A. Adopts the Negative Declaration for the 2007-2014 Housing Element Update and Zoning Ordinance Amendments Project

B. Supersedes and replaces the existing Housing Element and adopts the Housing Element Update 2007-2014.

SECTION 5. **Effective Date.**

This resolution shall take effect immediately upon its adoption.

The foregoing resolution was read, considered, and adopted at a regular meeting of the City Council of the Town of Atherton, State of California, on the ____ day of _____, 2010, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Kathy McKeithen, Mayor

ATTEST:
Deputy City Clerk

By: _____
Theresa DellaSanta



**Town of Atherton
HOUSING ELEMENT
SUBCOMMITTEE AGENDA**

July 7, 2010

7:00 p.m.

ADMINISTRATIVE CONFERENCE ROOM

91 ASHFIELD ROAD
ATHERTON, CALIFORNIA

SPECIAL MEETING

Meeting Minutes

1. ROLL CALL

The meeting was called to order at 7:00 p.m. Present: Subcommittee members Philip Lively and Paul Quinlan. Staff: Town Planner Neal Martin

2. PUBLIC COMMENTS (only for items, which are not on the agenda - limit of 3 minutes per person)

There were no public comments.

3. DISCUSSION AND RECOMMENDATION TO PLANNING COMMISSION ON HOUSING ELEMENT, INITIAL STUDY AND DRAFT NEGATIVE DECLARATION

- a. Consideration and recommendation to the Planning Commission on the draft Atherton 2007-14 Housing Element revised pursuant to California Department of Housing and Community Development (HCD) review and the 2007-2014 Housing Element Update and Zoning Ordinance Amendments Draft Initial Study and Negative Declaration.

Subcommittee members indicated that they received and reviewed the draft Housing Element, noted as "Planning Commission Public Hearing Draft" dated June 16, 2010 which incorporates recommendations from the State Department of Housing and Community Development. Subcommittee members also indicated that they had received and review the draft Initial Study and Negative Declaration for this project.

Subcommittee member Lively and Town Planner Martin reviewed four items in the Housing Element questioned by Mr. Lively and the questions were resolved.

Both Subcommittee members Lively and Quinlan expressed their satisfaction with the Element and the Initial Study and Negative Declaration.

M/S Quinlan/Lively to recommend the Planning Commission approve the draft Initial Study/Negative Declaration and the Housing Element Update 2007-2014 both dated June 16, 2010 and recommend their adoption to the City Council. Motion passed 2-0

4. **ADJOURN**

The meeting was adjourned at 7:18 p.m.

STATE OF CALIFORNIA - BUSINESS, TRANSPORTATION, AND HOUSING AGENCY

AR. IOLD SCHWARZENEGGER Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Division of Housing Policy Development

1800 Third Street, Suite 430
P. O. Box 952053
Sacramento, CA 94252-2053
www.hcd.ca.gov
(916) 445-4728 FAX: (916) 327-2643



FAX TRANSMITTAL FORM

DATE: May 19, 2010

TO: Neal J. Martin, Town Planner

650-688-6528

FROM: Raquel Medina
Dept. of Housing
Housing Policy
Development Division
Room 430

FAX NUMBER: 916-327-2643
VOICE NUMBER: 916-324-9629
E-MAIL: Rmedina@hcd.ca.gov

No. of Pages (Including Cover): 2

Subject: Review of the Town of Atherton's Revised Housing Element

STATE OF CALIFORNIA - BUSINESS, TRANSPORTATION AND HOUSING AGENCY

ARNO D SCHWARZENEGGER, Governor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

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May 19, 2010

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

Dear Mr. Martin:

RE: Review of the Town of Atherton's Revised Draft Housing Element

Thank you for submitting Atherton's revised housing element received for review on March 23, 2010 along with revisions on May 18, 2010. As you know, the Department is required to review draft housing elements and report the findings to the locality pursuant to Government Code Section 65585(b). The review was facilitated by communications with you and Ms. Lisa Costa Sanders, Deputy Town Planner.

The revised draft element addresses the statutory requirements described in the Department's December 24, 2009 review. As a result, the revised draft element will comply with State housing element law (Article 10.6 of the Government Code) when adopted and submitted to the Department, pursuant to Government Code Section 65585(g). Programs 3.812d and 3.812e to facilitate multifamily development on school sites is critical to demonstrate compliance with housing element law. The Town must monitor and report on the results of this Program and other programs through the annual progress report, required pursuant to Government Code Section 65400. If Programs 3.812d and 3.812d are not implemented to facilitate multifamily development on schools campuses, the element should be amended to identify alternative strategies and add or revise programs, as appropriate.

The Department is thankful of the hard work and cooperation of Ms. Costa Sanders and you and look forward to receiving Atherton's adopted housing element. If you have any questions, please contact Raquel Medina, of our staff, at (916) 324-9829.

Sincerely,

A handwritten signature in cursive script that reads "Cathy E. Creswell".

Cathy E. Creswell
Deputy Director



DATE: August 18, 2010

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JERRY GRUBER, CITY MANAGER

SUBJECT: CLASSIFICATION STUDY - THOUGHTS AND OPPORTUNITIES

I directed that a Classification Study be completed Town wide, focusing initially on the Public Works and Building Departments, to determine if there are staffing accommodations that could be made and coordinated with the budget approval process. Specifically I wanted to know if a staff reduction is feasible. Although the Police Department will be reviewed by an outside agency, Police Officers Standards Training Administration (P.O.S.T.), Chief Guerra has developed a staffing plan for Council to consider.

Throughout the past year information gathered has been analyzed and discussed on a continuous basis.

This memo is based on several snap shots in time. As areas were discovered where more efficiency could be made without impacting current positions, those changes were made without waiting for the Classification Study to be completed. Examples of changes made include:

- Significantly reducing use of temporary employees in Public Works (Street crew and Park crew)
- Eliminating landscape contracts for mowing and leaf maintenance
- Office Assistant vacancy – not filled
- Reduced Assistant Finance Director position to Accountant
- Reduced City Clerk position to Executive Assistant/Deputy City Clerk

When discussing the impacts of any reductions in staffing it is important to be aware that most Town positions are covered under Union Memorandums of Understanding and fall under the meet and confer provisions of collective bargaining. In general, conversations regarding reductions must take place at the negotiation table and in the Council's Closed Session.

Future opportunities to provide more efficiency were found in the areas of:

- Task reallocation
- Temporary employee use
- Outside contracts

Scheduling Staff

Schedule changes occur due to previously negotiated leave policies included in Union Memorandas of Understanding (MOU) along with unexpected absences (i.e. health related, personal). In addition, there are weekly and monthly safety training meetings, and required CalOSHA training. To keep the work force up to date with desired levels of skill additional training is needed. Due to longevity of the current staff, 86% of staff can potentially be on paid leave a minimum of forty (40) days per year (training, vacation, holidays, and sick leave). Although this is a rare occurrence, it is possible.

Retention:

Career ladders to consider for recruitment, retention, and skill building purposes would be most effective for the following positions:

- Assistant Engineer to Associate Engineer
- Executive Assistant/Deputy City Clerk to City Clerk
- Maintenance Worker I, II, III (adding MW III)
- Office Specialist I, II, III (adding MW III)

Potential changes in Town staffing should be phased in over time as vacancies occur.

PUBLIC WORKS DEPARTMENT

Streets

For purposes of this report I have determined that the minimum “safety” staffing level for a street crew is two employees due to traffic issues. Minimum “safety” staffing for non-street work is one employee. Minimum “safety” level for lifting objects over 40 pounds is two employees.

Objective:

Manage the Streets Program using crews with the flexibility to provide single stop service when needed. Provide career ladder for Maintenance Worker positions to allow for flexibility between Park and all other Public Work tasks including streets.

An opportunity exists to bring the Grading and Drainage permit review and issuance process in house. Questions that remain to be answered include:

- If the Building Department provided part of the service, would the funding transfer from Public Works to the Building Department? What is the cost/benefit of moving funding to the Building Department? What changes would be needed in the Master Fee Schedule?

An opportunity exists to reallocate duties within the Public Works Department in a more effective and efficient manner. This reallocation opportunity would be met through the meet and confer process.

Environmental and Natural Resources:

A weakness exists in the Town’s ability to stay current regarding environmental and natural resource programs. The Town Arborist/Public Works Specialist assists the Building Official with those environmental programs impacting the Building Department including water and green building. The City Manager and Town Deputy Planner monitor the waste program. The Public Works Director monitors Drainage. The Assistant City Manager works with ABAG

Power JPA to provide Town gas and electrical programs. The Atherton Environmental Program Committee takes up programs as needed; however, no single Town employee tracks all programs. Federal and State laws are growing expedientially in this area and all have compliance components.

An opportunity exists to bring the Town into compliance regarding numerous environmental and utility programs. Consideration should be given to creating a new mid-management position dedicated to compliance issues associated with environmental and utility programs.

Maintenance Needs:

There is a need for greater flexibility within the job classifications of Public Works and Park Maintenance Worker I/II. Flexibility, retention, and the level of skilled labor available are of concern. Adding a career ladder with an additional level of increased training and experience can assist in the development of increased skill level for current positions.

An opportunity exists to meet the minimum safety staffing by establishing an additional Public Works Maintenance Worker I position. A second Maintenance Worker I position provides two complete crews pairing a Maintenance Worker I and II. The additional position provides four individual crews during the winter for downed tree limbs. Four vehicles are needed, Public Works has three trucks now. The fourth vehicle could be small truck.

Clerical and Administrative Needs:

Flexibility, retention, and the level of skills available are of concern within the job classification of Office Specialist. Adding a career ladder with an additional level of increased training and experience can assist in the development of increased skill level for current positions.

Engineering Needs:

Flexibility, retention, and the level of skills available are of concern within the job classifications of Assistant Engineer and Associate Engineer. As more engineering tasks are brought back in house there is a need for greater expertise. The position of Associate Engineer exists in the Management Unit and is currently unfilled. There is an opportunity to create a clear career ladder from Assistant Engineer to Associate Engineer.

Park

As of the writing of this report the Council has not established a new direction for the Park. The status quo has been used.

For purposes of this report I have determined that the minimum “safety” staffing level at the Park is two employees. In the event of an emergency one employee can oversee the emergency while the second calls for help. Many tasks in the Park require two people from a safety perspective. The minimum “daily” staffing level is established as three employees, the minimum safety level plus one office worker totaling three employees (two of whom must be maintenance workers – two can be temporary employees). An example is the Program Manager and a Maintenance Worker with a temporary maintenance helper or a temporary office helper or the Park Supervisor and Maintenance Worker II, etc. This provides for building use, landscape, gardening, and maintenance projects to be done by a two person team along with office coverage.

Objective:

Manage the Park with minimal staff using Town crews, and provide seasonal assistance through temporary employees or contracted services for large projects such as litter clean up of park, monthly leaf maintenance, quarterly pruning and weeding, pests, fertilizing, annual facility maintenance such as cleaning roof gutters, painting, replanting zones, etc.

Provide public access to the park, dawn to dusk, under staff supervision (see Temporary Workers) including weekend days. Recommend gates to restrict access to the Park.

Park Program Manager

The Park Program Manager has been approached by a caterer interested in contracting with the Town to coordinate renting out the Main House and Pavilion for events, schedule events, and collect fees in exchange for a flat fee plus percentage of sales to the Town.

The Park Program Manager has been approached by a company interested in contracting with the Town to coordinate renting out the Carriage House for events, arrange classes, and collect fees in exchange for a percentage of sales to the Town.

There is an opportunity to change the hours of the Park operations to match the hours at the Administration Offices of 8:00 a.m. to 5:00 p.m. with flexible hours for evening Park and Recreation Commission meetings resulting in no overtime incurred.

There is a need for Park staff to focus more on maintenance of facilities and grounds rather than supervision of contracted services and temporary employees.

There is a concern that there is no administrative, maintenance, and security services available during the weekend.

There is an opportunity to use volunteers more regularly and effectively at the Park to perform minor tasks of weeding, planting, and litter pick-up. A certification program could be developed.

Concern regarding Park and Recreation Commission, Committees, and Community

A weakness exists in the coordination of community efforts and those of staff. Better communication, cooperation, and, perhaps, Council involvement are needed.

Examples:

- 1) Random gardeners assigned by a resident to move trees and plants were observed. No coordination was done with Park staff.
- 2) Storage of plants not belonging to the Town was observed in the maintenance yard. The plants were in varying stages of growth from dead to blossoming. There is limited space for Town maintenance storage and this area is needed. The Town should not accept responsibility for caring for the stored plants. A waiver would be needed if this practice continues.
- 3) A desire to keep everyone happy ended up in the Water Tower project being mobilized during the height of the wedding season. Community pressure and a lack of communication with all involved staff resulted in inappropriate timing of the project, added expense, and loss of revenue from weddings.
- 4) The potential future location of library in Park may change Park operations. Staff will need to be kept up-to-date on issues and progress.

An opportunity exists to move overall responsibility for the Park operations from Public Works to the Assistant City Manager position. Park maintenance would remain under Public Works general supervision and day to day supervision would be the responsibility of the New Environmental Program Coordinator described below. Overall responsibility for the Park would move to the Assistant City Manager.

Environmental Programs Coordinator

A weakness exists in the Town's ability to stay current regarding environmental and natural resource programs as described under Public Works above. Currently many tasks are allocated to the Town Arborist/Public Works Specialist and City Planner reporting to the Building Official. There is a need to have a management level position that will be responsible for waste, water, solar, etc. This position would report to the Assistant City Manager. There is a concern in moving the funding of this position from the Building Department to Administration.

BUILDING

Objective:

To provide quality customer service for all associated building services staying within the revenue stream.

There is an opportunity to review the overall organization of the Building Department. More flexibility is needed within classifications. There is an opportunity to look at different management configurations.

FINANCE

There is a weakness in the Finance Department. Flexibility, retention, and the level of skills available are of concern within the Finance Department. There is an opportunity to reorganize the Finance Department.

During this study period the position of Assistant Finance Director was eliminated and the position of Accountant was created.

CITY MANAGER

During this study period the position of contracted City Clerk 0.50 FTE was eliminated and the Regular position of Executive Assistant/Deputy City Clerk 1.0 FTE was created. The position of Office Assistant 1.0 FTE was reduced to 0.75 FTE and not filled.

There is a weakness in the Office of the City Clerk. No one person is fully trained as a City Clerk and the responsibility for day to day activities is with the Deputy City Clerk overseen by the City Manager and Assistant City Manager. Flexibility, retention, and the level of skills available are of concern within the job classifications of Executive Assistant/Deputy City Clerk and City Clerk. There is a need to develop greater expertise for all involved. The Town has been addressing this weakness through training opportunities. There is no clear career path from Executive Assistant/Deputy City Clerk to City Clerk. A career ladder is recommended to promote continued increased skills.

There is a weakness in the Post Office. The Town is significantly supplementing the Post Office operations budget with staff and materials. The Post Office revenue is based on the total sales from stamps and metered postage which is a significant reduction in revenue from the previous

flat fee. There is an opportunity to review hours, staffing, and ways to decrease the Town supplementing the program. Supplemental revenue opportunities may exist.

There is a weakness in the City Manager's Office regarding clerical and administrative support to the Assistant City Manager. The Office Specialist typically provides clerical and administrative support; however, the Post Office and cashier tasks are the Office Specialist's primary duty and consume most of the workday. The Assistant City Manager's office has been moved closer to the Office Specialist in hopes that the proximity will assist in more efficient communication and support.

As positions become vacant it is recommended that Council direct Staff to enter into the meet and confer process with the appropriate bargaining unit to explore opportunities to more effectively and efficiently organize departments and staffing configurations.

ATTACHMENTS:

- March 9, 2010 Classification study report to City Manager Gruber
- December 9, 2008 Reorganization of Admin. Office/Finance Dept. report to City Manager Gruber
- **All job classifications can be obtained from the City Clerk or online under the August 18, 2010 Agenda Packet

STAFF REPORT

March 9, 2010

TO: Jerry Gruber, City Manager

FROM: Eileen Wilkerson, Assistant City Manager *Eileen*

SUBJECT: 2009 CLASSIFICATION STUDY – Public Works and Building

September 2, 2008 the City Manager Gruber directed that a Classification Study be completed Town wide. Gruber requested information to use to determine if there are staffing accommodations that could be made related to the FY2009-10 budget approval process. Specifically Gruber wanted to know if a staff reduction is feasible. Although this report has not been formalized until now, the contents has been thoroughly discussed and used to make FY2009-10 budget recommendations. The informal information has continued to be used, as needed, to analyze staffing on a continuous basis.

The City Council and the Park and Recreation Commission support the Classification Study.

This Study is several snap shots in time. Due to unforeseen circumstances this report includes a full year of random snap shots. As areas were discovered where more efficiency could be made, those changes were made without waiting for the finalized report when possible.

Topics:

Report Approach	Page 1
Job Analysis Methods	Page 2
General Information	Page 4

REPORT APPROACH

Drawing on my past experience doing similar job analysis studies I developed a timeline that provided many verbal progress reports to the City Manager. The Classification Study was given lesser priority to personnel issues and risk management issues.

In consultation with the City Manager it was determined to begin observations at Holbrook-Palmer Park (PARK) because of prior Council comments concerning the park facility; followed by the Public Works Department, the Building Department, the Police Department, and Administrative Services with Finance last.

To prepare to collect information on work activities at all five town work sites, I determined where information could readily be found. A variety of documents from calendar year 2009 were reviewed. Examples of documentation include job descriptions,

Memoranda of Understanding Training Sections, activity statistics, employee shift schedules, work lists, work orders, and leave use.

In addition, information from individual employees was solicited in the form of a mandatory position questionnaire, observation, and follow-up interviews as needed.

Input from the Department Heads and Director of Finance regarding the departments was solicited in the form of an interview after data collection was complete. The interview included current staffing and work assignment philosophies, site specific considerations, and future site plans.

Finally, an interview with the City Manager regarding Administration and the overall Town staffing projected for a five year period concluded the interview process for this report.

In order to move forward the Study has now been divided into three parts: Public Works and Building; Administration and Finance; and Police. This report represents Public Works and Building.

JOB ANALYSIS METHODS

September 2, 2008 I confirmed my plan and process with the City Manager.

The plan required data gathered through:

Historical Written Information Method: Beginning September 2, 2008 written data was collected, entered into EXCEL spreadsheets and WORD tables as needed, and analyzed for job activities, required employee behaviors, working conditions, human traits and abilities needed to perform the job. At the department level data was gathered from available records regarding activity including job descriptions, Memoranda of Understanding Training Sections, activity statistics, employee shift schedules, work lists, and work orders. For the Administration Department information was collected from job descriptions, leave use reports, overtime reports, and staff reports to the Council. Department Heads were interviewed regarding interactions with Administrative staff.

Mandatory Position Questionnaire Method: Employees fill out questionnaires to describe their job-related duties and responsibilities. The questionnaire is a quick way to get a foundation of information.

November 14, 2008 position questionnaires were distributed to PARK employees with a brief introduction of why the study was being done, direction to complete the questionnaire, and a deadline to return the questionnaires by November 26th.

August 25, 2009 position questionnaires were distributed to Building and Public Works employees with a brief introduction of why the study was being done, direction to

complete the questionnaire, and a deadline to return the questionnaires by September 16th.

Direct Observation Method: Direct observation is useful when jobs consist mainly of routine observable physical activities. Observation runs a risk of the worker changing what he or she normally does because they are being watched which can be a problem. Direct observation and interviewing are best done simultaneously while the worker performs their job.

January 2009 formal individual employee observations began at the Park. It was immediately clear that spending a one hour block of time observing was not producing the data needed quickly enough. Two hour blocks of observation time were scheduled. Many observations were informal and on a drop-in schedule.

August 2009 formal individual employee observations began at the Public Works Department in two hour blocks of observation time.

September 2009 formal individual employee observations began at the Building Department in two and four hour blocks of observation time.

Throughout the observation process clarifying questions were asked of the incumbent in the position to verify my understanding of the activity process and/or procedure.

Interview Method: This study made use of two styles of interviews 1) with individual workers, and 2) with the workers' supervisors.

Note: Although interviews provide opportunities for workers to report activities and behaviors that might not normally come to light during the Study's limited time period (such as annual events), there is a risk of distortion of information. Some activities may be exaggerated regarding responsibilities while minimizing other activities. I did observe workers doing projects that were normally done daily and on a semi-annual basis such as street painting, drain cleaning, facility painting, processing permits, reviewing plans, administrative tasks, and direct customer service. I also experienced employees describing lower and higher degrees of responsibility for a project or task than was substantiated by their supervisor.

At the supervisor level interview I clarified any questions I had regarding the data, future staffing needs, and my tentative conclusions. If necessary, after the job analysis review, modifications to my initial conclusions were made.

The following information is based on staffing levels in existence September 2008, modified due to employee turnover November 2008 and January 2009 and finalized July 1, 2009.

No vacancies exist in the Public Works or Building Departments at this time.

GENERAL INFORMATION

The following tasks add to the scope of each position in the Study.

Risk Management - Safety

Throughout the Town of Atherton employee safety is a priority. To that end Town employees receive safety training as part of the Towns association with The Cities Group and ABAG, in house opportunities, and contracted sessions. Quarterly CalOSHA compliant safety meetings and inspections are held in the Atherton Corporation Yard for all departments and weekly safety tailgate sessions are held at various Town sites. Disaster Preparedness training for all Town employees occurs annually and Management Disaster Preparedness training occurs bi-annually. All Town employees are certified in FEMA National Incident Management System through the Emergency Management Institute.

Regular security patrols of the Town occur through Police patrol, Public Works patrol, Park patrol, and individual employee patrol while on the way to and from a variety of Town sites and meetings.

All staff maintain a high awareness of their surroundings throughout their shifts, multi-tasking by inspecting the facilities, providing security in the form of observation, checking for safety issues, and providing availability for customer service.

Information Services

In general, computer services are provided by the City of Redwood City on a contract basis. The Town has created a Steering Committee of employees from each Department, lead by Police Sergeant Sherman Hall. Sgt. Hall had extensive experience in the information services industry prior to coming to the Town of Atherton. The purpose of the Steering Committee is for each Department representative to learn to care for basic and routine computer issues eliminating the need to call the contractor. In addition, concerns are discussed and plans developed towards solutions. Plans are in process to increase bandwidth to enhance performance of the Town's intranet and internet access (including email) which is no longer adequate to meet the Town's needs. Each employee has access to email and a computer.

Telephone communication consists of a DOS based telephone system. Town cell phones with push-to-talk capability and private cell phones add to necessary communication links. (There is some question if these cell phones will work if the cell towers are down, because they are not truly two-way radios.) The Administration Office Specialist serves as receptionist during the day with a "night mode" option on the main telephone console. Calls are routed from the receptionist to individual employees. Each employee has access to a telephone and designated voice mail box.

The U.S. Post Office delivers Town mail primarily to the Administration Office. The Office Specialist distributes mail to the appropriate departments through an internal mail system that includes Inter-Office Envelopes and a wall bank of Town Department mail boxes.

Each Department has a mail distribution system at their site. Public Works and Building have a wall bank of employee mailboxes. The Park Program Manager hand delivers mail to Park employees, committees and classes meeting at the Park, and the Play School on a daily basis.

The Post Office also delivers mail directly to the Park Main House for the Play School, Tennis Pro, and Art Committee. The Park Program Manager holds the mail for each of the above entities. Mail is hand delivered by the Park Program Manager to employees at the Park.

Trash Collection, Recycling, and Building Custodial Services

The Park has a trash system that uses a small truck to drive to the varied locations on the Park grounds. Most often trash pick-up was observed as a one person task. Trash runs were timed averaging 1.0 hour per pick-up run. Trash from Park buildings is picked up by the Park Maintenance Worker II and deposited into dumpsters that are rolled out into the street for weekly waste sanitation pickup.

Park buildings are cleaned by the Park Maintenance Worker II. The Play School contracts for their custodial services.

Public Works Maintenance Worker I/II's participate in litter clean up along all major roads in Atherton including Middlefield Road and El Camino Real. Temporary employees are used as added man power, as necessary and currently on a very limited basis compared to years past.

All Town buildings not located in the Park have trash collected by contracted custodial services, taken to dumpsters, and deposited into dumpsters that are rolled out by Public Works Maintenance Worker I/II's into the street for weekly waste sanitation pickup by Allied Waste. Public area trash containers are emptied by the Public Works Maintenance Worker I/II's as needed and at least weekly (this includes the Library garden area).

The Town participates in recycling. Glass/aluminum/paper recycling containers are available for employee use at their individual work spaces and in their general Department. At the Park glass/aluminum recycling containers are available for the public and caterers. Mulch is available for residents.

Community Use at the Park

There is one official Town playground located at the Park. An informal survey was completed during lunchtime for three days. All members of the public surveyed were

from Menlo Park and Redwood City. They used the playground during the weekdays, primarily for day care purposes. The survey averaged 30 people each day; one child was from Atherton on one day out of three.

Several sports organizations use the Park. None are exclusively for Atherton residents although most do have Atherton residents as members. Represented cities include, but are not limited to, Menlo Park, Mountain View, East Palo Alto, Palo Alto, and Redwood City. For the 2010 baseball season, Little League has registered 507 players and 175 are Atherton residents.

Dog walking is a popular use of the Park and it is rare that there are no dogs on the grounds. Cleaning up after the dogs is not an issue and the plastic bag containers throughout the Park are effective. Members of the public were observed with their dogs on leash. A significant number of dog owners allow their dogs to be off leash and only leash their dogs when required by Town Staff or law enforcement. A group of dog owners meets unofficially at the Park at random days/times and allow their dogs to be off leash. The Park Staff is hesitant to approach the dog owners for a variety of reasons including, but not limited to, politics. The Police Department patrols the Park. Officers initiate contact if they observe violations much like a traffic enforcement stop. Off leash dogs at the Park continues to be a significant safety concern.

PUBLIC WORKS

The Public Works Department is responsible for the Town's infrastructure, engineering, design and construction, streets and traffic control, underground lines, predevelopment plan review, engineering plan checking, permit approval, and facility, parks and infrastructure maintenance.

Public Works shares office space with the Building Department.

Office hours are 8:00 a.m. to 5:00 p.m., closed 11:00 a.m. to 1:00 p.m. and 4:00 p.m. to 5:00 p.m., and employees take 60 minutes unpaid lunch generally from 12:00 p.m. to 1:00 p.m.

POSITIONS

Public Works Director

Responsible for all public works functions and activities including infrastructure engineering, design and construction, streets and traffic control, underground lines, predevelopment plan review, engineering plan checking, permit approval, and facility, parks and infrastructure maintenance, Responsible for functions of grading and drainage.

Public Works Superintendent

Responsible for direction and oversight for all public works maintenance functions and activities including streets and traffic control, underground lines, and facility, parks and infrastructure maintenance; provides administrative support to the Director in areas of capital improvements, budget and a preventive maintenance program. Acts as Arborist for trees located in public right-of ways and in the Park. Coordinates the Town's Safety Program.

Assistant Engineer

Provides technical assistance for the Town's Capital Improvement Program including coordinating with contractors and representatives from other agencies; performing a variety of studies and preparation of associated reports; applies basic municipal engineering design, plan review and contract administration. Acts as the Town's project manager. Assists the Public Works Director with Encroachment Permits and Capital Improvement Project inspections. Assisting the Public Works Director with grading and drainage is planned for the near future.

Public Works Supervisor

Responsible for the daily Public Works maintenance functions and activities including streets and traffic control, underground lines, and facility, parks and infrastructure maintenance; inspects, troubleshoots and personally performs public works, facility and parks maintenance work. Responsible for Encroachment Permit inspections. Schedules work of Public Works Maintenance Worker I/II. Assists with Capital Improvement Project inspections.

Public Works Maintenance Worker I/II

Performs a variety of non-skilled and semiskilled work in the areas of: construction, modification, maintenance, repair and operation of the Town's infrastructure, including streets, parks and landscaped areas, trees, storm and sanitary sewers, buildings and facilities.

This position works on potholes and excavations related to storm drain maintenance and patching streets; marks underground lines; paints; maintains public facilities, shop areas and other buildings; plants, prunes, mows, rakes, weeds and maintains landscaping, trees, and grass areas; processes Town trash and recycling; performs basic remodeling; removes and repairs vandalism; repairs and replaces plumbing, lighting, and irrigation; provides custodial services; purchases materials and supplies; uses and maintains a variety of hand and power tools, vehicles, and equipment; and operates a variety of vehicles and construction equipment.

Office Specialist – Public Works

Provides experienced office support and coordinates the departmental administrative work including scheduling, detailed correspondence, data entry, reports, and document management; attends meetings, Town commission or committee support in the form of agendas, minutes, and other documents, processes bills and invoices for payment, prepares and transmits a variety of financial documents including payroll, assists in budget preparation and maintains records of purchase orders, expense statements, and other fiscal transactions, orders materials and supplies, prepares materials to solicit bids, contracts and agreements; arranges for equipment purchase and maintenance, receptionist duties, collects and accounts for fees and monies, operates standard office equipment and may operate a two-way radio. Accepts Encroachment Permits and inputs data into CRW software program.

Park Program Manager

Responsible for all aspects of fee based and community use of the Town Park including its buildings and related grounds. Responsibilities include acting as liaison and support to a Town Commission and a variety of community organizations, marketing the facilities, ensuring that all activities have appropriate set-up and security and that the facilities and associated outdoor areas are maintained in an attractive, clean and safe condition. The work also includes fee collection for use of the tennis court, day gatherings, community and fee-based programs.

Park Supervisor

Responsible for the operation and maintenance of the Holbrook-Palmer Park grounds and facilities. Establishes priorities and schedules work projects; interprets and implements plans, specifications and sketches. Prepares annual budget requests; requisitions and utilizes material equipment and supplies; establishes and administers a training program, including safety and technical aspects of work performed in Park, oversees the proper maintenance and accountability of tools and equipment, works with the public in responding to and resolving complaints.

Parks/Facilities Maintenance Worker I/II

Sets up for meetings and events; monitors events; performs custodial services including trash and litter, kitchens, bathrooms, windows, walls, and patios; maintains and repairs tables, chairs, playground equipment, and lighting; plants, prunes, mows, rakes, weeds and maintains landscaping, trees, and grass areas; assists in Park office answering phones, providing information, selling tennis keys and day-use permits, and receives deliveries; troubleshoots maintenance and repair problems; purchases materials and supplies; uses and maintains a variety of hand and power tools, vehicles, and equipment.

OBSERVATIONS/COMMENTS:

Infrastructure

Positions: Public Works Superintendent, Public Works Supervisor, Public Works Maintenance Worker I/II, Assistant Engineer

Observations:

The Town's infrastructure includes roads, utilities, drainage, grading, and buildings.

When this Study began all plan check and inspections for grading and drainage were completed by an outside contractor. As a cost savings, July 1, 2009 all grading and drainage duties were brought in house and are the responsibility of the Public Works Director with assistance from the Assistant Engineer and Permit Technician. The additional duties has created a work volume issue that needs resolved in order to process plan checks and inspections in a timely manner without serious impact and delay to other Town duties and services.

The Maintenance Worker I and IIs have been observed performing custodial duties during the workday and replenishing restroom materials. Primary custodial services are contracted and take place in the evening after office hours.

Engineering

Positions: Public Works Director, Assistant Engineer

Design is part of engineering -- more than design, anything needed in the design to get to construction. Engineering positions in Atherton are design engineers.

Observations:

The drawings of a parking solution at the Park were observed. The Assistant Engineer was directed to design a parking plan for the Park that maximized parking spaces. The plans drawn were used at a study session of the Park & Recreation Commission.

Emails were observed between the Public Works Director, Building Official, Assistant Engineer, and a member of the Art Committee when assisting the Art Committee in the design of the Main House Garden Room Remodel Project. The guidance given was instrumental in moving the project forward. Input and analysis by the Assistant Engineer regarding the design of the electrical, structural, and cabinetry will allow for an accurate bid.

Design and Construction

Positions: Public Works Director, Assistant Engineer, Public Works Superintendent

Observations:

Example of Design and Construction: The Town needs to reconstruct street.

The Assistant Engineer arranges for surveys, decides how water reacts on the street to prevent flooding and sitting water. The Public Works Director approves the Assistant Engineer's plan or gives alternatives such as shifting the roadway due to trees or other issues. The Assistant Engineer does a cost estimate, and gets public input if necessary. The plans then go to the print shop and the Office Specialist arranges to advertise the bid in local newspapers and on industry web sites. The Assistant Engineer hosts the bid opening, reviews bids for compliance, performs due diligence in checking references, determines selection, and then moves the project into the construction phase.

The Assistant Engineer holds a preconstruction meeting, performs inspections based on specifications, tree protection, safety issues, and trench safety, if necessary.

"As builds" (changes to the plans as construction takes place) are done by the contractor and occasionally by the Assistant Engineer if utility lines are crossed. The Assistant Engineer includes utility depth on the "As builds".

The Assistant Engineer makes sure materials are submitted and conform to specifications.

A traffic control plan is developed by the Assistant Engineer and is initiated with a flyer to notify residents. The Assistant Engineer arranges for compaction testing through a third party or if the project is small uses in house staff. If residents file a claim due to damage during the construction, the Assistant Engineer is the liaison for residents.

The Assistant Engineer is responsible to verify that what was built is what was specified. Physical inspections are generally performed daily and sometimes 4-5 times a day to include surprise inspections. Requests for change orders are processed by the Assistant Engineer when needed.

It is the responsibility of the Assistant Engineer to verify that the work for progress payments is based on what has been done. The Assistant Engineer negotiates quantities for progress payments, completes daily reports, arranges special inspectors, and utilities for projects.

The Assistant Engineer then closes project with final punch list, submits for final payment, writes a staff report regarding issuing a notice of completion.

During the entire process the Public Works Director reviews the Assistant Engineer's work and ultimately approves or modifies any part of the project. Design changes and Change Orders are always approved by the Public Works Director.

The Public Works Superintendent advises on construction as second set of eyes or if the Assistant Engineer is unavailable.

Public Works Streets and Traffic Control (includes schools)

Positions: Public Works Supervisor, one Public Works Maintenance Worker I and two Public Works Maintenance Worker II's

Observations:

During a ride-a-long both Maintenance Worker II's were observed painting street signs on the roadway. The process used was efficient and effective. The workers placed the stop line template on the street over the previous letters and then each worker alternated placing the S T O P. One worker spray painted while the other followed behind placing glass reflection beads. The process took an average of eighteen minutes of constant movement including starting and stopping the equipment. The pattern series used to paint each corner resulted in eight completed corners in two hours.

An emergency call involving a fallen tree interrupted the painting. The crew drove to the site, one worker took a chain saw and both took their safety equipment. The Public Works Supervisor and Maintenance Worker I arrived independently on the scene to assist removing tree branches from the roadway. Ultimately, one worker drove back to the Corporation Yard to get the back hoe equipment to move large pieces of tree.

Underground Lines

Positions: Public Works Supervisor, Public Works Maintenance Worker I/II

Observation:

Both Maintenance Worker IIs were observed troubleshooting an irrigation break at the corner of Station Lane and Fair Oaks. The asphalt was cut with a wet saw and removed, fill was removed from the hole to expose the irrigation pipes, a plan was developed to modify the repair due to unexpected pipes found, materials were ordered, the repair was made, the hole was filled, and asphalt replaced. Safety cones, signs, and caution tape were in place during the three day observation.

The Public Works Supervisor was observed during a ride-a-long. During a stop at a construction site the Public Works Supervisor spoke with a contractor, reviewed their plans for irrigation, and showed the contractor where the connections needed be made in the public right of way.

Observations have been made of the Maintenance Worker I and IIs cleaning storm drains using a rented truck specifically designed for that purpose.

Predevelopment Plan Review

Positions: Public Works Director, Assistant Engineer
Building development plan checking, encroachments and grading and drainage

Observation: Not observed

Engineering Plan Checking

Positions: Public Works Director, Assistant Engineer
Building development plan checking, encroachments and grading and drainage

Observation: Not observed

Grading and Drainage Inspection

Positions: Public Works Director, Assistant Engineer

Observation:

With the Public Works Director, observations were made at a new construction site regarding the process used to evaluate drainage issues, inspection, and discussion with the Architect regarding modifications made to landscape and fill areas and the end result of the modifications made.

Permit Approval

Positions: Director of Public Works, Office Specialist - Public Works, Permit Technician

Observations were made of the Permit Technician reviewing and approving Drainage and Grading permits. The process included verifying that all reviews had taken place, all documents were in the project file, the plans were marked and clear, data entry into CRW, fees paid, and then the permit was issued.

Administrative Support

Administrative Support – Capital Improvements

Positions: Public Works Director, Assistant Engineer, Public Works Superintendent

Observation:

Numerous Staff Reports have been written during this observation period. Both the Public Works Director and Assistant Engineer have been observed writing Staff Reports regarding Capital Improvements in support of the Council Agenda.

Administrative Support – Budget

Positions: Public Works Director, Public Works Superintendent, Public Works Supervisor

Observation:

The Public Works Director fully participated in the budget process for FY 09-10 and in projection planning for FY 10-11.

Safety Program

Positions: Public Works Superintendent, Park Supervisor

Observation:

The Public Works Superintendent has been observed holding monthly Town Safety meetings that involve a representative from each Department and a representative from the Town's workers' compensation provider, The Cities Group.

Reports have been received from the Park Supervisor regarding the Safety "Tailgate" meetings held at the Park.

Full Town fire and safety inspections have been observed under the guidance of the Public Works Superintendent. Safety issues have been addressed immediately.

Preventive Maintenance Program

Positions: Public Works Director, Public Works Superintendent, Public Works Supervisor, Public Works Maintenance Worker I/II

Observation: Not observed

Facility, Park, Infrastructure Maintenance

Unskilled and semi skilled maintenance work is provided primarily by Public Works Maintenance Worker I/II's (i.e. painting, PVC irrigation leaks, minor repairs of equipment and tools, digging, etc.). Skilled maintenance work is contracted out (i.e. electrical, carpentry, plumbing, sewer, etc.)

The Public Works Department has Professional Services Agreements on a regular basis with contractors to provide all materials and labor for weed control, plant maintenance, litter control, pest management, and tree maintenance.

During the period covered by this Study Professional Services Agreements with contractors that mowed and maintained public areas were cancelled. Temporary employees that assisted with many labor intensive clean-up, street maintenance, and landscape work were dramatically reduced.

Council Chambers

The Council Chambers is available for Town and community meetings and events. The main chamber and auxiliary meeting room are reserved through the Office Specialist – Administration. Public Works Maintenance Worker I/II's provide set up and break down of tables, chairs, and audio visual equipment. The Atherton Heritage Foundation is housed in an auxiliary meeting room. There are two restrooms. Custodial services are contracted. Restrooms are stocked by the Maintenance Worker I and II.

Public Works/Building Facility

The Public Works/Building facility is an office complex housing the Public Works Department, Building Department and provides office space for Planning and Code Enforcement. There are two restrooms and one kitchen space. Custodial services are contracted. Restrooms are stocked by the Maintenance Worker I and II.

Corporation Yard

Located in the Corporation Yard area to the south of the Public Works/Building facility is an area for road material storage such as sand, the Disaster Preparedness storage, a meeting room and offices for the Public Works Superintendent and Public Works Supervisor including a kitchen area and two restrooms, and a warehouse for equipment storage that includes a kitchen area and restroom. The Corporation Yard Office Facility also serves as the Town's Emergency Operations Center. Custodial services are contracted. Restrooms are stocked by the Maintenance Worker I and II.

Town Center – Police Department and Administrative Offices

The Police Department, City Manager's offices, and Finance Department are housed in the Town Center. There are two kitchens and six restrooms. Custodial services are contracted. Administration and public restrooms are stocked by the Maintenance Worker I and II. Police Department restrooms are stocked by contractor.

Fire Department Services

The Town contracts out fire services.

Holbrook-Palmer Park

The Park consists of:

- 1) City Manager's house
- 2) Water Tower
- 3) Corporation Yard, compost and garbage dumpster area
- 4) Main House with one Town office upstairs and two Town offices downstairs, space for the Art Committee, and includes one kitchen and two restrooms – rental space
- 5) Pod storage – Two pods
- 6) Carriage House including upstairs Town storage and two restrooms – rental space
- 7) Pavilion including one kitchen and two restrooms – rental space
- 8) Play School buildings and fenced play areas
- 9) Tennis courts and two storage buildings
- 10) Baseball diamond
- 11) Fenced playground structure and free standing playground structure
- 12) PAR course and walking path
- 13) South meadow
- 14) South meadow picnic area
- 15) Main lawn
- 16) Picnic area by playground
- 17) Two parking areas
- 18) Public restroom building

Library

The Town owns the Library facility, however, the library services are provided by the Library Joint Powers Agreement through San Mateo County.

The Public Works Department provides maintenance service and small project work such as upgrades of the alarm system, windows, and arranges capital upgrades to the building.

Park Organization

Program Management

The Park Program Manager is tasked with revenue development for the Park in the form of fees raised from weddings, events, classes, and tennis. From 2007 through 2009 the buildings and grounds have been in varying stages of disrepair and remodel. Initially the pavilion was remodeled impacting wedding and event scheduling and lately the grounds in the building areas are being developed and a new well is being installed further impacting wedding and event scheduling.

The Park hosts Tennis Pro Alan Margot through lease of the tennis courts and administrative office.

Classes at the Park are not well attended although the Town contracts with twelve instructors to provide a variety of classes including folk dance, ballet, Team Sheepeer, Music for Families, Dog Days, Yoga, and Ladies Step Dance.

Community organizations use the facility such as Alcoholic Anonymous.

A new Vendor/Instructor Agreement has been developed and will place in writing all current verbal agreements between the Town and all vendors and instructors using the Park.

Sport use of the main lawn formally consists seasonally of Atherton Lacrosse, Menlo Atherton Little League, and American Youth Soccer Organization (AYSO). Informally, the lawn is used for dog groups and group activities. The nearby picnic area is used formally for Day-Use events and informally for dog groups and group activities.

The South Meadow is used formally as part of the Carriage House rental, Day-Use events, and a dog class registered through the Town. Informally, it is used for dog groups and group activities.

Leashed dogs are allowed in the Park in all areas. There is a mutt mitt program in place with several locations throughout the Park. Compliance with the leash ordinance has been difficult to gain.

Town Council, Staff, Commissions and Committees use the Main House, Pavillion, and Carriage House for meetings. The Water Tower is used for Art Committee storage. The Art Committee is currently remodeling the Main House Garden Room.

One public telephone is located near the Main House that the Town leases.

Park Buildings and Grounds

The Park has a maintenance crew consisting of the Park Supervisor, Park Maintenance Worker II, and supplemental temporary workers. There is an informal division of work that creates two distinct sub-departments: Building and Grounds.

The Park Maintenance Worker II specializes in event preparation, set-up including audio visual equipment, event assistance, break-down, and building maintenance. In addition, the Park Maintenance Worker II provides semi-skilled maintenance repairs particularly in the area of carpentry. New bollards for the Park are currently being produced on site. There is some overlap with the Park Supervisor in the area of landscaping in the immediate areas surrounding the buildings.

The Park Supervisor specializes in Grounds and landscaping. The Park has a moderate volume of public use of the facility that causes significant facility wear and tear. Holbrook-Palmer Park is one of the few parks in the area that allow dogs adding to the

wear and tear. The Park Supervisor overlaps with the Park Maintenance Worker II when additional assistance is needed for event preparation, set-up and break-down. The Park Supervisor provides semi-skilled maintenance repairs, most recently the restoration of the Park fountain. Temporary employees are used when added man power is needed and during the weekends for event management.

The Public Works Superintendent currently oversees the Public Works maintenance crew and the trees in the Park.

The Park maintenance crew currently works primarily in reactive maintenance with some preventive maintenance. Reactive maintenance is when the facility has specific maintenance needs of an urgent nature. Unfortunately, there is no tracking system for work done at the Park. Standardized documentation systems have not been a priority and are needed. Using the interview process, it appears that the Park Maintenance Worker II spends most of the scheduled workday on event set-up, break-down, and customer service. The Park Supervisor spends most of the scheduled time repairing irrigation leaks and working on special projects. The current irrigation project to install a framework structure of irrigation pipes will go a long way to changing reactive maintenance to preventive maintenance.

In FY 2009-10 contract services were discontinued as a cost savings for all services except pest control, fertilization, and electrical. The Park maintenance crew has begun coordinating large projects and pooling personnel with the Public Works street maintenance crew to complete work. Previously contracted services provided turf and landscape needs such as mowing, edging, debris clean up on the paths, and weeding along with large project pruning. These tasks are done in house at this time and a volunteer program is in development to assist in non-skilled labor tasks.

It is not apparent that purchasing materials is pooled with other departments for greater cost savings. Areas to consider for pool purchasing include uniforms and cleaning, paper supplies, office supplies, and maintenance products such as tools and chemicals.

Inventory of tools and supplies has not been a priority and needs to be for asset management.

PARK OBSERVATIONS:

Informal observations took place randomly over the past year. Formal observations for this study were done during a "slow use" period at the park during the months of January and February (light public use of the facility, overcast days, and no large events were scheduled). Formal observations were also done during a "high use" period at the park during the months of July and August (high public use of the facility for picnics, sports teams, weddings, sunny days, numerous construction projects).

Park Program Manager

Office hours for the Program Manager are 10:00 a.m. to 7:00 p.m. with 60 minutes unpaid lunch period, Monday through Friday. Frequently the Program Manager meets after hours, including weekends, with potential clients. After hours Police Dispatch is available by telephone or in person to provide limited customer service such as collecting materials, accepting deposits without receipts provided, returned tennis keys, and security issues. The activities provided at the park include weddings, social events, classes, meetings, and day gatherings. Scheduling accommodates management of weekday activities at the Town Park both in its buildings and outdoor venues. Scheduling for weekend use is accomplished most often with temporary employees.

The Program Manager works in an office at the main house providing liaison services to Council and community committees. In addition, the position provides secretarial support to the Park and Recreation Commission; customer service; budget; works with staff on park security and safety; oversees remodeling and decorating of facilities; training new staff, sales and project manager for events; oversees maintenance staff, supervises and schedules temporary employees for events; contract management; account payables, fee collection for tennis keys; and receptionist duties.

Several observations of the Program Manager providing tours of the park facilities have been made. Tours took from fifteen minutes to thirty minutes and were followed up with a meeting in the office to discuss particulars of the contract when appropriate. Marketing products were provided to potential clients.

Discussions confirm that clients tend to be middle income. Atherton residents rarely book the facilities for themselves. Residents do book the facilities for their personal friends and family events such as anniversary and birthday parties.

Buildings

Office hours for the Maintenance Worker II position assigned to the Park is 7:00 a.m. to 4:00 p.m. with 60 minutes unpaid lunch period, Monday through Friday. The Maintenance Worker II has been assigned to duties associated with building use. Scheduling accommodates building set up and tear down for events, security, maintenance, and landscaping tasks focused in the areas immediately next to the buildings during the weekdays. Facility set up and tear down for events and security is handled by temporary employees on the weekends.

Observations were made including painting the main house, leaf management (blower and rake), set up for a meeting, set up for a wedding, tennis court maintenance, and attendance and participation at Department meetings.

Grounds, Gardening, and Landscaping

Office hours for the Park Supervisor position assigned to the Park are 7:00 a.m. to 4:00 p.m. with 60 minutes unpaid lunch period, Monday through Friday. The Park Supervisor has been assigned to duties associated with the Park grounds. Scheduling accommodates maintenance and landscaping tasks during the weekdays. General maintenance and landscaping is difficult on weekends and generally not done because public safety is a concern due to increased public use of the facilities.

Observations included irrigation repairs, custodial duties including daily cleaning of the restrooms near the playground, restoration of the park fountain, set up for a picnic, trash pick-up, playground repairs and clean-up, scheduling, purchasing process, and attendance and participation at department meetings. Observations were made of Park Supervisor working with contractors on the Water Tower Landscape Project.

Lawns are watered by a manual system although I am told a timer system is available for most areas. A need to "re-program" is one reason the timer system is not used.

Review was made of the "five focus areas system" for landscape maintenance in the Park. Each week one focus area is weeded, pruned, and maintenance work done. Over a period of five weeks the entire Park grounds was given attention.

The Park Supervisor has taken over the duties of the previously contracted landscapers involving mowing lawns. The Park Maintenance Worker II assists with leaf control.

Temporary Workers

Temporary workers have been used in two different ways during the course of this study. Initially, a team of three temporary workers were assigned daily duties five days per week. This temporary staffing group made use of the "five focus areas" for preventive Park maintenance. July 1, 2009 the Temporary workers budget was significantly reduced and now the equivalent of 1 worker is assigned daily duties with occasional assistance during the week as needed. Given the hardships with the irrigation system and large group event needs, maintenance in the Park is now reactive. The result is a financial savings to the Town and work volume increase for staff.

Observed daily part-time temporary workers performing duties including custodial, litter clean-up, leaf maintenance, watering, sweeping and blowing, rosebush pruning, and weeding. Observed up to three temporary workers per day. In FY2009-10 observed up to two temporary workers per day. Reviewed August 2009 temporary employee time cards showing total temporary employee work hours from three to eight hours per day.

Contract Work

Initially the Park held contracts with the following companies that provided services:

FY 2008-09

Clark Pest Control – weed control service, fertilization, aeration, turf treatment

InterMountain Electrical Company

Jensen Landscape Service – Mowing, trimming, blowing

Commercial Environmental Landscape – Street landscaping

July 1, 2009 contracts were limited to Clark Pest control, Intermountain Electrical Company, and Commercial Environmental Landscape. The Park staff took over responsibility for mowing, trimming, and blowing the lawns. The Public Works Maintenance I/II's took over responsibility for mowing, trimming, and blowing the public areas in Town.

The result is a financial savings to the Town and work volume increase for staff.

Public Works Superintendent – Park Involvement

Indirect management of the Park falls to the Public Works Superintendent. This is a mid-management position that supervises both the Park staff and Public Works Street staff. The Public Works Superintendent serves as the certified arborist for the Park although this responsibility is not in the Public Works Superintendent job description.

Observations were made on several occasions of the Park Superintendent coordinating with the Park Supervisor and contractors while projects were in full swing. Observations were made of problem-solving discussions, and attendance and participation at department meetings.

Public Works Director – Park Involvement

Overall responsibility for the Park falls to the Public Works Director. This is a senior management position that supervises all Public Works Department staff including the Park staff.

Observations were made of the Director coordinating with the Park Program Manager, Park Superintendent, Park Supervisor, and the Assistant Engineer (all on site) on the Water Tower Project. Other observations included attendance and participation at department meetings.

Commission and Committees Impacting Park

There is not clarity within the Commission and Committees regarding authority over the Park. Town Council has overall authority regarding the Park. Town staff believes staff have daily authority regarding what happens in the Park. The Park and Recreation Commission appear to have some autonomy over the Park with and without Council approvals, the Art Committee appears to be independent in their use of the Park, the Holbrook-Palmer Recreation Park Foundation members have been heard to say they own

the Park, the Atherton Dames have been heard to say that it is their Park, and members of the Tree Committee have been observed working independently in Park without Council or Staff involvement. "Atherton Park Volunteers" is a new group to the Park and the leadership is working closely with Council and Staff. Their role has yet to develop.

Recent City Manager involvement with the various committees and Commission has helped to clarify the "chain of command" and smoothed the intra-committee working relationships.

Park and Recreation Commission

Tasked to act in an advisory capacity to the City Council. This Commission maintains and recommends revisions to a master landscape plan for the Park and reviews the annual budget for the Park including recommendations to set fees. In addition, the Commission assists Town staff in planning recreation programs for the community and acquisition and development of recreation areas by making recommendations to the Council.

The Park Program Manager regularly attends Commission meetings and acts as Secretary to the Commission.

Atherton Art Committee

This is a City Council committee that is housed in the Main House Garden Room. This Committee impacts the Park by virtue of use of facilities and Committee events. The Committee advises the Council on the use of the Rita Corbett-Evans Estate funds.

Atherton Art Committee Foundation

This is a non-profit community committee, not a City Council committee, which raises funds for the Atherton Art Committee to use.

Holbrook-Palmer Recreation Park Foundation

This is a non-profit community committee, not a City Council Committee, which raises funds for Park improvements.

Atherton Dames

This is a sub-committee of the Holbrook-Palmer Recreation Park Foundation, not a City Council committee, which raises funds for Park improvements.

Tree Committee

This is a community committee, not a City Council committee, tasked as an advisory study committee. The Tree Committee regularly interacts with staff on issues involving the Park trees.

Atherton Volunteers

This is a new venture beginning in August 2009. The program is still in development. Volunteers cannot use power tools due to risk management issues. They are not covered by workers' compensation benefits.

BUILDING DEPARTMENT

The Building Department is responsible for building permits, plan checking, inspection, heritage trees, landscape screening, environmental issues,

The Building Department provides a microfilm reader for the public to use when researching information.

Office hours are 8-5, closed 11:00 a.m. to 1:00 p.m. and 4:00 p.m. to 5:00 p.m., 60 minutes unpaid lunch.

POSITIONS

Building Official

Plans, organizes, directs and supervises the Building Department activities. Interprets and administers Town ordinances; reviews building plans and specifications; enforces building and zoning codes and laws; issues permits and collects fees; serves as staff support to the Planning Commission and General Plan Committee; professional zoning and building-related tasks.

Permit Technician

Serves the public at the permit counter, receiving plans, processing permits, scheduling inspections, inputting data, and providing information to the public. Performs non-structural plan checking on a variety of residential construction and modification. Acts as CRW administrator. Since the elimination of the contractor agreement, assists with drainage and grading permits.

Senior Building Inspector/Plan Checker

Lead oversight of building plan review and building inspection activities on day-to-day basis. Provides technical support, issuing permits, enforcement of varied codes and public works inspection.

Building Inspector/Plan Checker

Performs day-to-day plan checking, building inspection and building permit issuance.

Town Arborist/Public Works Specialist

Provides expert technical assistance in the area of tree conservation and removal and landscape development and renovation. Reviews plans, issues permits and provides a variety of technical support to the department regarding Town-owned landscape, park and tree maintenance. Work includes program and project oversight in areas such as water management and reduction and water pollution prevention. Currently, this position advises on heritage and private trees. Public trees fall under the Public Works Superintendent. This position also oversees the Town's environmental programs which is not included in the current job description.

Office Specialist – Building

Provides experienced office support and coordinates the departmental administrative work including scheduling, detailed correspondence, data entry, reports, and document management; attends meetings, town commission or committee support in the form of agendas, minutes, and other documents, processes bills and invoices for payment, prepares and transmits a variety of financial documents including payroll, assists in budget preparation and maintains records of purchase orders, expense statements, and other fiscal transactions, orders materials and supplies, prepares materials to solicit bids, contracts and agreements; arranges for equipment purchase and maintenance, receptionist duties, collects and accounts for fees and monies, operates standard office equipment.

OBSERVATIONS

Permits

Positions: Permit Technician

Continuously interrupted, the Permit Technician was observed working on permit project files, reviewing plans with the public, acting as a resource to the public, inputting data into the CRW maintenance program, taking payments over the counter, working with the Town Arborist and Office Specialist, and issuing receipts and permits.

Plan Checking

Positions: Lead Building Inspector/Plan Checker, Building Inspector/Plan Checker

Lead Building Inspector/Plan Checker

The Lead Building Inspector/Plan Checker was observed in his office for most of the three hour observation period. He was looking at plans and reading. He came to the counter twice for plan "stamps". He did not assist when there was a line waiting for assistance.

Building Inspector/Plan Checker - Office

In the Building Department the Lead Building Inspector/Plan Checker and one Building Inspector/Plan Checker generally remain in the office and one Building Inspector/Plan Checker does outside inspections.

The inside Building Inspector/Plan Checker was observed at the front counter with an owner/designer reviewing plans, offering alternative suggestions, and discussing the submittal process. During this observation the Plan Checker was uninterrupted by others and ultimately referred the owner/designer to the Town Arborist and to historical permits to "find" contractors to work on the project. "Finding" contractors ultimately lead to the owner speaking with the Office Specialist to get microfilm that had contractor contact information.

The outside Building Inspector/Plan Checker was not observed.

Inspection

Positions: Building Inspector/Plan Checker

Building Inspector/Plan Checker – Outside

Not observed

Heritage Trees

Position: Town Arborist

The Town Arborist was observed acting as a resource to plan checkers, reviewing plans with owners, and offering advice to the public regarding heritage trees. Observed plan checking for landscape screening.

The Environmental Program Committee is coordinated by the Town Arborist. The Arborist was observed taking minutes and running the meeting. The Arborist maintains a kiosk of information brochures for the public including all things "green". The Arborist has written Staff Reports and presented to the Council. The coordination of the Environmental Program Committee is not in the current job description.

Administration

Positions: Office Specialist

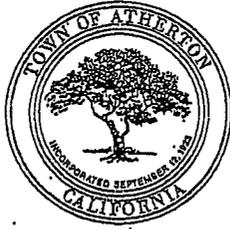
Office Specialist

Constantly interrupted, the Office Specialist assists at the counter with the public, acts as a limited resource, monitors the activities related to the microfilm reader including

researching and providing the microfilm, collecting fees, data entry into the CRW software, filing of permit project files, and scheduling inspections for the outside Building Inspector/Plan Checker. The Public Works Office Specialist was out of the office and the Building Office Specialist picked up the "walk-in" slack when necessary.

Committees:

Environmental Program Committee



Town of Atherton

December 9, 2008

TO: JERRY GRUBER, CITY MANAGER

FROM: EILEEN WILKERSON, ASSISTANT CITY MANAGER *Eileen*

SUBJECT: REORGANIZATION OF THE ADMINISTRATION OFFICE AND FINANCE DEPARTMENT

RECOMMENDATION:

That the City Manager approves the following:

- 1) Eliminate the 0.5 FTE City Clerk position
- 2) Assign responsibility for City Clerk duties to the Assistant City Manager
- 3) Add 1.0 FTE Deputy City Clerk position per attached Job Description
- 4) Eliminate the 1.0 FTE Assistant Finance Director position
- 5) Add 1.0 FTE Accountant position per attached Job Description
- 6) Increase the Finance Assistant position from 0.50 FTE to 0.60 FTE
- 7) Layoff 0.25 FTE Office Assistant position due to a lack of work at that level
- 8) Approve new funds totaling \$21,938 to the City Manager Department's budget

BACKGROUND:

The City Manager's Office and Finance Department currently have two vacancies: Assistant Finance Director and Office Assistant. In addition, the current 0.5 Full Time Equivalent (FTE) City Clerk position is filled with a temporary employee. An opportunity exists to reorganize the positions and functions of the City Manager's Office and the Finance Department to provide more effective and efficient service to the Town.

The City Manager, Assistant City Manager, and Finance Director have met formally twice to discuss a potential reorganization in addition to numerous informal meetings over the past three months.

City Clerk Part-time to Deputy City Clerk Full-time

After extensive review of the duties associated to the City Clerk position staff has concluded that it is most effective and efficient to assign the responsibilities of the City Clerk position to the Assistant City Manager and the general duties to a full-time Deputy City Clerk.

Currently the City Clerk is a mid-management position under the general supervision of the City Manager. The Deputy City Clerk would be an unrepresented "at-will" position under the general supervision of the Assistant City Manager.

During the past four years the part-time City Clerk position has been filled on a temporary basis. The duties have included responsibilities for elections, Public Records Act, Public Support

Services, and Council support in the form of agendas, minutes, and scheduling. The incumbent wishes to retire.

In addition to the above duties staff urgently needs to put in place a Records Retention and Destruction Program (RRD). The additional duties attributed to RRD are both time consuming and meticulous records management.

Staff has also verified a need to have personnel on site full-time to assist in customer service related to City Clerk duties. Assigning responsibility to the Assistant City Manager and having a Deputy City Clerk on site full-time provides increased customer service to the Council and public; the Deputy City Clerk being the daily contact.

Assistant Finance Director to Accountant:

After review of the duties associated to the Assistant Finance Director, staff has concluded that the Department is too small to have an Assistant Finance Director. It would be more effective and efficient to have a position designated as Accountant with appropriately assigned duties.

Currently the Assistant Finance Director position is a mid management position under the general supervision of the City Manager and direct supervision of the Finance Director. The Accountant would be an unrepresented, "at-will," "non-exempt," "confidential" position under the general supervision of the Finance Director. The "confidential" distinction is for negotiation purposes.

The Accountant incumbent applies principles of accounting to analyze financial data and prepare financial reports. The position has a moderate degree of independence in handling fiscal maintenance operations such as general ledger, fixed assets, financial reporting, annual audit, budget preparation, treasury, and related work as required. The position is under the general supervision of the Finance Director.

Finance Assistant Increase from 0.50 FTE to 0.60 FTE

The Finance Assistant position is a single classification in the Teamsters bargaining unit. Currently this position is under the general supervision of the Finance Director and direct supervision of the Assistant Finance Director. If the position of Accountant is implemented the Finance Assistant will be under the direct supervision of the Finance Director. An increase in FTE will require the Town to meet and confer with Teamsters on the effects of the increase.

Finance Assistant duties include responsible accounting clerical work including payroll and accounts payable. Staff has concluded through monitoring and observation that the tasks that fall into this position have sufficient volume to warrant an increase in time.

Office Assistant Layoff from 1.0 FTE to 0.75 FTE (6 hours per day)

The Office Assistant position is a single classification in the Teamsters bargaining unit. Currently this position is under the direct supervision of the City Manager. Effective January 1, 2009 the position will be directly supervised by the Assistant City Manager. The Town will meet and confer with Teamsters on the effects of the layoff.

Office Assistant is an experienced office support classification with duties that include word processing, use of computers, and contact with the public. This classification is distinguished from the higher position of Office Specialist in that the latter performs difficult, technical,

complex, and/or specialized office support duties with a larger base of technical knowledge and skills in addition to standard office support skills. The Office Assistant position duties currently include copying, filing, scheduling, assisting the City Clerk with Council packets, and providing back up support for cashier services and the Post Office. Staff has concluded through monitoring and observation that the tasks that fall into this position have sufficient volume to warrant a decrease in time

The Office Specialist position is currently vacant.

ALTERNATIVES:

Alternatives for consideration may include:

- 1) Keeping the staffing at status quo, do nothing
- 2) Approve the proposed plan as presented
- 3) Approve and/or delay any part of the proposed plan

FISCAL IMPACT:

Cost Comparison

Position	2008-09	New	Difference	Total w/payroll costs (21.652%)
City Clerk to Deputy City Clerk	\$75,000	\$109,735	\$34,735	\$42,256
Assistant Finance Director to Accountant	\$121,830	\$101,557	(\$20,273)	(\$24,663)
Increase in Finance Assistant from 0.5 FTE to 0.6 FTE	\$32,862	\$43,662	\$10,800	\$13,138
Decrease in Office Assistant	\$66,609	\$61,302	(\$5,307)	(\$6,792.96)
Total				\$21,938 increase

All figures are rounded up to the nearest dollar throughout this report and based on the maximum potential salary and benefits.

Full-Time Equivalent Comparison

Position	July 1, 2008	January 1, 2009
City Clerk to Deputy City Clerk	0.5 FTE	1.0 FTE
Assistant Finance Director to Accountant	1.0 FTE	1.0 FTE
Increase in Finance Assistant	0.5 FTE	0.6 FTE
Decrease in Office Assistant	1.0 FTE	0.75 FTE
Total	3.0 FTE	3.35 FTE

Health Benefits

	7/1/2008			1/1/2009		
Benefit	Single	2-Pty	Family	Single	2-Pty	Family
CalPERS Medical – Blue Shield	\$532.93	\$1,065.86	\$1,385.62	\$560.57	\$1,121.14	\$1,457.48
Teamsters Dental	\$110.02	\$110.02	\$110.02	\$110.02	\$110.02	\$110.02
VSP Vision	\$10.01	\$14.51	\$26.02	\$10.01	\$14.51	\$26.02
The Cities Group* – Life, AD&D, LTD	\$575	\$575	\$575	\$575	\$575	\$575

*Dependent upon salary - \$575 is based on the Finance Assistant maximum salary

City Clerk Part-time to Deputy City Clerk Full-time

The City Clerk position current salary is \$75,000 for 0.50 FTE. The Temporary Part-time position does not include benefits.

Eliminating the City Clerk position from the mid management unit and reducing the position to Deputy City Clerk using the standard 70th percentile of comparable cities provides a top salary of \$80,760. This is an unrepresented “at will” position and would receive health benefits totaling a maximum of \$28,975 for Family at 100% coverage for Blue Shield medical, Dental, and Vision. Total estimated expense not including payroll costs is \$109,735.

To implement the change effective January 1, 2009, new funding totaling \$42,256 is needed (\$34,735 plus payroll costs of 21.651%).

The fiscal impacts above include potential increases to salary and medical benefits effective January 1, 2009. The information is based on the top step of the salary schedule and health benefit coverage for a family. Single or employee plus one dependent health benefit coverage would reduce the total cost. Initial salary placement at Steps A, B, or C would reduce the total cost.

Assistant Finance Director to Accountant:

The Assistant Finance Director position current top salary is \$106,392 for 1.0 FTE including management health benefits for the employee only, totaling \$15,438. Total estimated expense not including payroll costs is \$121,830.

Eliminating the Assistant Finance Director position from the mid management unit and reducing the position to Accountant using the standard 70th percentile of comparable cities provides a top salary of \$72,582. This is an unrepresented “at-will” position and would receive benefits totaling \$28,975 for Family at 100% coverage for Blue Shield medical, Dental, and Vision. Total estimated expense not including payroll costs is \$101,557.

To implement the change effective January 1, 2009, a savings of \$24,662 is realized (\$20,273 plus payroll costs of 21.651%).

The fiscal impacts above include potential increases to salary and medical benefits effective January 1, 2009. The information is based on the top step of the salary schedule and health

benefit coverage for a family. Single or employee plus one dependent health benefit coverage would reduce the total cost. Initial salary placement at Steps A, B, or C would reduce the total cost.

Finance Assistant Increase from 0.50 FTE to 0.60 FTE

The 0.50FTE Finance Assistant position current top salary is \$31,964 ($\$63,929 \times 0.50$ FTE) annually or \$2,664 per month. There is an estimated salary increase effective July 1, 2008 that will place the current top salary at \$32,862 or \$2,738 per month. Regular Part-time positions are eligible for pro-rated leaves and health benefits per the Memorandum of Understanding with Teamsters Local Union No. 856.

Effective January 1, 2009, increasing the Finance Assistant hours to 0.60 FTE provides a top salary estimated to be \$39,434 ($\$65,723 \times .60$) through June 30, 2009 (including the potential negotiated raise to \$3,286 per month).

The incumbent in this position does not currently have health benefits. Enrollment in medical insurance is optional if employees can show they have alternative medical insurance. If alternative insurance is verified, Teamster members are allowed \$300 per month cash in lieu of medical benefits per the MOU. The cost of benefits from July 1, 2008 through December 31, 2008 is \$900 (50% of \$1,800). The Town pays 95% of Blue Shield Medical. The cost of providing 95% medical insurance from January 1, 2009 through June 30, 2009 is \$4988 ($\$1,385 \times 6 \times .6$) maximum benefit. In addition, the Town requires the employee to participate in the non-voluntary dental, insurance, Life, Short and Long Term Disability plans totaling a maximum of \$2,526 ($\$701 \times 6 \text{ months} \times .60$). Total cost of benefits is \$7514.

The total cost for FY 2008-09 is estimated to be \$43,662 ($\$32,862 \times 0.50\text{FTE}$ (\$16,431) plus $\$39,434 \times 0.60\text{FTE}$ (\$19,717)) not including payroll costs plus 6 months maximum health benefits of \$7,514.

To implement the change effective January 1, 2009, new funding totaling \$13,138 is needed (\$40,354 plus payroll costs of 21.651%).

Office Assistant Layoff from 1.0 FTE to 0.75 FTE (6 hours per day)

The Office Assistant position is currently budgeted at a top salary of \$51,171 for 1.0 FTE plus Teamsters health benefits for the employee only, totaling \$15,438. Total budgeted expense not including payroll costs is \$66,609.

Effective January 1, 2009; reducing the Office Assistant hours to 0.75 FTE provides a top salary estimated to be \$3,253.82 ($\$4338.42 \times .75$) per month through June 30, 2009 totaling \$19,523. The total cost for FY 2008-09 is estimated to be \$25,586 ($\$51,171/2$) plus \$7,719 for health benefits plus \$19,523 ($\$4338.42 \times .75 \times 6 \text{ months}$) and \$8,473.50 for pro-rated health benefits totaling \$61,302 not including payroll costs.

To implement the change effective January 1, 2009, a savings of \$5,307 is realized plus payroll costs of 21.651%.

Assumptions

The fiscal impacts above include potential increases to salary and medical benefits effective January 1, 2009. The information is based on the top step of the salary schedule and health benefit coverage for a family. Single or employee plus one dependent health benefit coverage would reduce the total cost. Initial salary placement at Steps A, B, or C would reduce the total cost.

Attachments:

New Job Description – Accountant
New Job Description – Deputy City Clerk

TOWN OF ATHERTON

JOB CLASSIFICATIONS

Accountant
Assistant City Manager
Assistant Engineer
Associate Engineer – vacant
Building Inspector/Plan Checker
Community Services Officer/Dispatcher
Communications and Records Supervisor
Dispatcher/Records Assistant
Executive Assistant/Deputy City Clerk
Finance Assistant
Finance Director
Office Assistant – vacant
Office Specialist
Park Program Manager
Parks/Facilities Maintenance Worker I/II
Park Supervisor
Permit Technician
Planning Administrator/Building Official
Police Chief
Police Lieutenant
Police Officer
Police Sergeant
Public Works Director/City Engineer
Public Works Maintenance Worker I/II
Public Works Superintendent
Public Works Supervisor
Senior Building Inspector/Plan Checker
Town Arborist/Public Works Specialist



ACCOUNTANT

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION:

Under general direction, performs technical support including the maintenance of fiscal records and preparation of complex financial reports and analyses to assist in financial management of the Town's resources.

DISTINGUISHING CHARACTERISTICS, FEATURES, REQUIREMENTS:

This is a full-time, unrepresented position reporting to the Finance Director that requires significant administrative, analytical and technical skills to provide analytical support to senior staff members.

SUPERVISION EXERCISED AND RECEIVED:

Receives general supervisory direction and control intended to define objectives and problems from the Finance Director, with occasional instruction or assistance as new or unusual situations arise. Supervises the work of the Finance Assistant.

IMPORTANT AND ESSENTIAL DUTIES:

- Participates in the design, control, operation and enhancement of manual and computerized systems established for municipal accounting functions including budget/general ledger control, contracts/accounts payable, revenue/utilities billing, bank investments, payroll and fixed assets
- Prepares a variety of financial statements, reports and analyses
- Prepares required financial reports to other government agencies and financial institutions
- Prepares fund balance projections and reviews with operating departments
- Participates in the annual audit process
- Monitors various funds and town-wide projects for financial purposes
- Prepares and issues journal entries and verifies financial data
- Supports senior staff on large or complex accounting projects
- Answers inquiries and coordinates operations with other Town departments
- Analyzes and reconciles expenditure and revenue accounts and coordinates various accounting records with information received from accounting systems and departmental records
- Reviews and audits entries made to various financial records for proper coding and maintenance of proper accounting procedures

OTHER JOB-RELATED DUTIES

- Analyzes, calculates and allocates inter-departmental charges for various expenditures, performs comprehensive financial activity studies and assures compliance with reporting requirements.

JOB-RELATED QUALIFICATIONS:

Knowledge, Skills and Abilities:

Knowledge of:

- Generally accepted accounting principles (GAAP), techniques and practices of governmental accounting and government accounting standards board (GASB) pronouncements, auditing and fiscal management
- Accounting systems and data processing interrelationships
- Modern office methods, procedures and equipment
- Financial administration, budgeting and reporting
- Financial research and report preparation methods and techniques

Ability to:

- Maintain confidentiality
- Analyze data and draw conclusions
- Accurately and thoroughly maintain a wide variety of records
- Prepare clear, concise, comprehensive and accurate reports
- Understand, interpret and apply complex regulations or procedures;
- Learn and effectively use accounting systems to store and retrieve data;
- Clearly communicate orally and in writing with all levels of departmental staff
- Provide accurate information and elicit cooperative working relationship
- Prepare complex financial statements, reports and analyses
- Examine, verify and prepare financial information
- Learn and apply federal, state and local laws, ordinances and regulations to accounting and auditing work
- Make sound decisions and recommendations consistent with essential functions

EDUCATION AND TRAINING GUIDELINES:

Any combination equivalent to experience and education that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way would be:

Education: Possession of a Bachelor's degree in Accounting or Finance or a closely related field with coursework in Accounting. Master's degree desired.

Experience: Two years of progressively responsible accounting experience, preferably in a municipal accounting function. Five years experience desired.

SPECIAL REQUIREMENTS:

Ability to communicate clearly orally and in writing

Ability to sit for long periods of time

Understand and interpret complex accounting procedures

Work as needed during non-business hours

Attend conferences and seminars to receive updated information on new laws and regulations.

LICENSES, CERTIFICATES, REGISTRATION:

None

Council approved: January 21, 2009



ASSISTANT CITY MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

The Assistant City Manager is responsible for several program areas, including human resources, risk management, Town web site, City Clerk operations and elections, newsletter production, and community relations. The Assistant takes part in Town-wide programs and provides analytical support to departments, coordinates labor negotiations, and assists in the preparation, and review of the annual budget. The Assistant City Manager oversees administrative support staff, the Town post office and customer service front counter.

Under direction from the City Manager, provides varied, complex, and confidential management and operational analysis as well as project, human resources and office administrative support to the City Manager, conducts operational, staffing, procedural and budgetary studies and recommends modification to increase effectiveness and efficiency; prepares staff reports and other materials for Town Council meetings; oversees operations of the City Clerk's Office; coordinates specified human resources activities including recruitments and employee relations;—provides lead direction and/or training to a small office support staff on a project basis; and performs related work as required.

CLASS CHARACTERISTICS

This is the only specified management/analytical support position for the Town, in which the incumbent performs a variety of analyses, project coordination and management support work. Responsibilities involve having responsibility for a variety of projects and programs, representing the Town in meetings with various public and private organizations and designation as City Clerk. The work requires extensive public contact, the frequent use of tact, discretion, and independent judgment, knowledge of Town activities and the ability to conduct independent research projects. This class is distinguished from other Town management classes in that the nature, scope, and diversity of responsibilities originating at Town-wide level require a broad understanding of Town functions as contrasted with a knowledge of a specified functional area such as finance or public works and the ongoing supervision of staff in the designated functional area.

EXAMPLES OF DUTIES (Illustrative Only)

- Conducts a variety of operational, budgetary, staffing and procedural reviews and analyses for the Town; gathers and evaluates data, makes recommendations and prepares narrative and statistical reports of findings.
- Oversees and ensures that administrative support functions for the City Manager and City Clerk's Office are effectively carried out.
- Answers questions from, transmits information to and provides administrative support to the Town Council; serves as staff liaison to community groups and other agencies as assigned.

- Coordinates the preparation and distribution of a newsletter for the Town, which requires writing articles, editing those prepared by others, preparing camera-ready copy and coordinating the production and distribution.
- Serves as human resources officer activities for all non-sworn Town staff; coordinates recruitment and hiring procedures; works with Town supervisory and management staff regarding classification, salary and employee relations matters; serves as the coordinator of the Town's safety program.
- Provides information to residents and the public regarding Town activities and functions, which requires the use of judgment and the interpretation of policies, rules, and procedures; deals with complaints and issues or refers them to the proper department as required.
- Represents the Town in meetings with a variety of public, regulatory, business, community and other organizations.
- Assists in the preparation of agendas and staff reports.
- Serves as City Clerk as required.
- Assists in the coordination, production and administration of the Town's budget.
- Prepares detailed and confidential correspondence, reports, forms, graphic materials, and specialized documents from drafts, notes or brief instructions.
- Attends to a variety of administrative details, such as keeping informed of departmental activities, transmitting information, preparing contracts and agreements, arranging for equipment purchase and maintenance, and serving on various task forces and committees.
- Directs the work of a small office support staff on a project or day-to-day basis; may train staff in work procedures.
- Oversees the organization and maintenance of various administrative, confidential, reference, and follow-up records..
- Represents the Town on outside Joint Powers Boards such as: The Cities Group JPA for workers compensation, disability and life insurance, Association of Bay Area Governments (ABAG) Plan, Employee Relations Service, and Palo Alto Cable JPA and I-Net Working Group.

Qualifications

Knowledge of:

- Organization and function of public agencies, including the role of an elected Town Council and appointed boards and commissions.
- Research project coordination, reporting, recommendation and implementation procedures.
- Practices of developing effective public information and educational materials.
- Computer applications related to the work, including word processing, presentation, database, and spreadsheet applications.
- Records management principles and practices.
- Business arithmetic and basic statistical techniques.
- Principles and practices of the public agency human resources function and activities.
- Basic principles of public agency budget development and administration.
- Basic supervisory principles and practices.
- Techniques for dealing effectively with the public and Town staff, in person and over the telephone.

Skill in:

- Conducting a variety of operational, budgetary, staffing and procedural reviews and analyses; gathering and evaluating data, making effective recommendations and implementing operational changes.
- Providing varied, responsible, and confidential administrative assistance requiring the use of independent judgment, tact, and discretion.
- Reading, interpreting, explaining and applying complex laws, rules, regulations, policies and procedures.
- Making accurate arithmetic and statistical calculations.
- Preparing accurate, complete and effective reports, correspondence, informational materials, contracts, and other and other written materials.
- Using initiative and independent judgment within established policy and procedural guidelines.
- Organizing own work, coordinating projects, setting priorities, meeting critical deadlines, and following-up on assignments with a minimum of direction.
- Directing the work of others and training others in work procedures.
- Representing the Town effectively in meetings with a variety of public, regulatory, business, community and other organizations.
- Taking a proactive approach to customer service issues.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to graduation from a four year college or university with major course work in business or public administration or a field related to the work and four years of responsible administrative or managerial analytical and support experience, preferably in a public agency municipality. Master's degree in a related field desirable. Advanced knowledge and experience in two or more of the core functional areas desirable: human resources, risk management, information technology, Town web site, city clerk operations and elections, newsletter production, and community relations.

License:

Must possess a valid California class C driver's license and a satisfactory driving record.

Physical Demands:

Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

TOWN OF ATHERTON

January 2002

ASSISTANT ENGINEER**Salary Range \$5,061 – 5,954 per month****Definition**

Under direction of the Public Works Director/City Engineer, performs professional field and office engineering work of basic to moderate complexity in conjunction with the Town's Capital Improvement Program (CIP). Coordinates with contractors and representatives of other agencies; performs a variety of studies and prepares reports; and performs related work as required. Work is performed initially under close supervision, and under general supervision as knowledge and experience is gained.

Class Characteristics

This single-position class provides technical assistance to the Town in the area of CIP project management and coordination. Initially under close supervision, incumbents with an appropriate educational or equivalent technical background apply basic municipal engineering design, plan review and contract administration practices and techniques. As knowledge and experience are gained, the work may become broader in scope, assignments may become more varied, and performed under more general supervision. Successful performance requires professional skill in engineering project coordination, and skill in coordinating work with other Town departments and public agencies as well as dealing with the public. This class is distinguished from Public Works Superintendent and Public Works Director/City Engineer in that the latter are management classes with responsibility for all capital improvement, engineering and maintenance activities for the Town.

Examples of Duties (Illustrative Only)

- Under general supervision, administers major public works construction and repair projects from conceptualization to filing of the notice of completion.
- Assists in managing, coordinating and monitoring the work of contractors; ensures compliance with contract documents, time and budget estimates; recommends field changes as required.
- Assists in planning, designing, reviewing, and preparing detailed engineering plans, drawings, specifications, cost estimates.
- Participates in the preparation of basic designs, specifications, plans, estimates and reports for the development and modification of Town infrastructure, including streets, curbs, gutters, underground lines and various facilities and appurtenances.
- Participates in the development of consultant requests for proposal for professional and/or construction services and the advertising and bid processes; evaluates proposals and recommends project award.
- May assist in the NPDES and STOPPP operational and financial program development and monitoring.

ATTACHMENT A

- Confers with and provides information to property owners, contractors, developers, engineers, architects and the public regarding conformance to standards, plans, specifications and codes; explains codes, requirements and procedures and evaluates alternatives.
- May act as the Town liaison with a variety of committees, construction and design engineers, developers and represents the Town and the department in meetings with other public, regulatory and private organizations
- Prepares a variety of written correspondence, reports, grant applications, master plans, procedures, ordinances and other written materials.
- Maintains accurate records and files.

Qualifications

Knowledge of:

- Basic principles, practices, procedures and standards related to Town public works and engineering infrastructure development and maintenance.
- Basic principles and practices of civil engineering in a municipal setting.
- Basic principles of capital improvement cost estimation and contract administration.
- Computer applications related to the work, including computer-aided drafting concepts and applications.
- Applicable laws, codes and regulations.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups, various business, professional, educational and regulatory organizations and with property owners, developers, contractors and the public.
- Basic practices of researching engineering and design issues, evaluating alternatives, making sound recommendations and preparing and presenting effective staff reports.

Skill in:

- Assisting with the development and review of standard plans for municipal public work projects.
- Assisting in developing and administering contracts for professional services and construction in a public agency setting.
- Conducting basic research projects, evaluating alternatives, making sound recommendations and preparing effective technical staff reports.
- Interpreting, applying and explaining codes, regulations and ordinances.
- Effectively representing the department and the Town in meetings with governmental agencies, community groups and various business, professional, and regulatory organizations and in meetings with individuals.
- Preparing clear and concise reports, correspondence, policies, procedures and other written materials.
- Maintaining accurate records and files.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Education:

Equivalent to graduation from a four year college or university with major course work in civil engineering a field related to the work.

Experience:

Two years of professional engineering design, plan review and project administration experience, preferably in a public agency setting. Possession of an Engineer-in-Training certificate from the State of California, or substantial progress toward same, is desirable.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record. Possession of an Engineer-in-Training certificate from the State of California is desirable.

Physical Demands:

Must possess mobility to work in a standard office setting, to inspect development and construction sites, to operate a motor vehicle and to visit various sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.

Approved by Council: January 16, 2002

ASSOCIATE ENGINEER**Salary Range \$5,802 – 6,826 per month****Definition**

Under general direction of the Public Works Director/City Engineer, performs professional field and office engineering work of moderate to considerable complexity in conjunction with the Town's Capital Improvement Program (CIP). Coordinates with contractors and representatives of other agencies; performs a variety of studies and prepares reports; and performs related work as required. Work is performed under general supervision or independently with review primarily for results obtained.

Class Characteristics

This single-position class is an experienced journey-level professional who provides expert technical assistance to the Town in the area of CIP project management and coordination. Successful performance requires a related professional background and skill in coordinating work with other Town departments and public agencies as well as dealing with the public. The Associate Engineer completes complex engineering assignments and manages projects and programs requiring the use of judgment and initiative in developing solutions to problems, interpreting general policies, and determining work task methods. This class is distinguished from Public Works Superintendent and Public Works Director/City Engineer in that the latter are management classes with responsibility for all capital improvement, engineering and maintenance activities for the Town.

Examples of Duties (Illustrative Only)

- Administering major public works construction and repair projects from conceptualization to filing of the notice of completion.
- Managing, coordinating and monitoring the work of contractors; ensures compliance with contract documents, time and budget estimates; recommends field changes as required.
- Planning, designing, reviewing, and preparing detailed engineering plans, drawings, specifications, cost estimates.
- Prepares basic designs, specifications, plans, estimates and reports for the development and modification of Town infrastructure, including streets, curbs, gutters, underground lines and various facilities and appurtenances.
- Develops consultant requests for proposal for professional and/or construction services and the advertising and bid processes; evaluates proposals and recommends project award.
- Assists in the NPDES and STOPPP operational and financial program development and monitoring.
- Confers with and provides information to property owners, contractors, developers, engineers, architects and the public regarding conformance to standards, plans,

specifications and codes; explains codes, requirements and procedures and evaluates alternatives.

- May act as the Town liaison with a variety of committees, construction and design engineers, developers and represents the Town and the department in meetings with other public, regulatory and private organizations
- Prepares a variety of written correspondence, reports, grant applications, master plans, procedures, ordinances and other written materials.
- Maintains accurate records and files.

Qualifications

Knowledge of:

- Basic principles, practices, procedures and standards related to Town public works and engineering infrastructure development and maintenance.
- Principles and practices of civil engineering in a municipal setting.
- Basic principles of capital improvement cost estimation and contract administration.
- Computer applications related to the work, including computer-aided drafting concepts and applications.
- Applicable laws, codes and regulations.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups, various business, professional, educational and regulatory organizations and with property owners, developers, contractors and the public.
- Practices of researching engineering and design issues, evaluating alternatives, making sound recommendations and preparing and presenting effective staff reports.

Skill in:

- Developing and reviewing standard plans for municipal public work projects.
- Assisting in developing and administering contracts for professional services and construction in a public agency setting.
- Conducting basic research projects, evaluating alternatives, making sound recommendations and preparing effective technical staff reports.
- Interpreting, applying and explaining codes, regulations and ordinances.
- Effectively representing the department and the Town in meetings with governmental agencies, community groups and various business, professional, and regulatory organizations and in meetings with individuals.
- Preparing clear and concise reports, correspondence, policies, procedures and other written materials.
- Maintaining accurate records and files.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:**Education:**

Equivalent to graduation from a four year college or university with major course work in civil engineering a field related to the work. A graduate degree in a related field may substitute for two years of the required experience.

Experience:

Four years of professional engineering work and related responsibilities comparable to duties required by the position leading up to qualifications, knowledge and abilities to perform all duties of the position. Experience in a public agency setting preferred. Requires registration as a Professional Engineer in the State of California, or ability to obtain registration within one year of employment. A graduate degree in a related field may substitute for two years of the required experience.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record
Must possess registration as a Professional Engineer in the State of California, or ability to obtain registration within one year of employment.

Physical Demands:

Must possess mobility to work in a standard office setting, to inspect development and construction sites, to operate a motor vehicle and to visit various sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.

Approved by Council: January 16, 2002

BUILDING INSPECTOR/PLAN CHECKER**Definition**

Under general supervision of the Planning Administrator/Building Official, performs combination inspections of building sites to enforce all applicable laws and codes; performs non-structural plan checking on a variety of residential construction and modification; provides a variety of information to property owners, developers, architects, engineers and contractors; and performs related work as required.

Class Characteristics

The class has responsibility for building plan review and building inspection activities on a day-to-day basis. Responsibilities also include providing technical support, issuing permits, enforcement of varied codes and public works inspection. This class is distinguished from the Planning Administrator/Building Official in that the latter plans, organizes, provides administrative direction and oversight and participates in all planning, plan checking, building inspection, zoning administration and related activities for private and public construction for the Town.

Examples of Duties (Illustrative Only)

- Performs day-to-day functions related to plan checking, building inspection and building permit issuance for the City.
- Reviews requests for building permits; approves permits and determines appropriate fees.
- Performs non-structural plan checking for code compliance; may assist with the direction and review of the work of contract staff performing structural plan checking.
- Inspects new and existing residential properties for conformance to codes, regulations, plans, specifications and standards related to foundations, framing, electrical, plumbing, access, life safety, energy compliance and other functional elements.
- Makes final inspections and issues certificates of occupancy.
- Confers with and provides information to developers, engineers, architects, property owners, contractors and others regarding code requirements and alternatives; resolves complaints and problems.
- Investigates complaints regarding existing buildings or new construction to determine if code violations or problem conditions exist; reviews buildings for business usage, zoning requirements and for occupancy after fires or other occurrences.
- Reviews and approves applications for architectural variances, rezoning, signs, use permits and other variances.
- Consults with the Planning Administrator/Building Official and Town Attorney regarding legal aspects of planning and building matters.
- Inspects Town construction and maintenance projects performed by contractors for conformance to plans, specifications and codes.
- Prepares a variety of correspondence, reports, procedures and other written materials.
- Maintains accurate records and files.
- Represents the Town in meetings with members of other public and private organizations, community groups, contractors, developers and the public.

Qualifications

Knowledge of:

- Building, plumbing, electrical, mechanical, life safety, energy and related codes as covered in Title 24.
- Construction methods, materials, tools and equipment used for current complex residential construction.
- Practices for documenting inspections, correcting violations and carrying through on court procedures.
- Applicable codes, ordinances and regulations, including applicable safety standards.
- Computer applications related to the work.
- Concepts and practices of non-structural plan review.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups and various professional, educational, regulatory and legislative organizations.
- Techniques for dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Explaining codes and regulations to developers, engineers, architects, property owners and others.
- Interpreting, applying and explaining complex laws codes regulations and ordinances.
- Reviewing and interpreting plans and specifications.
- Effectively representing the Town in meetings with governmental and regulatory agencies, community groups, property owners, contractors, developers, business owners and the public.
- Preparing clear and concise reports, correspondence and other written materials.
- Maintaining accurate records and files.
- Organizing and prioritizing work and meeting critical deadlines.
- Using tact, initiative and independent judgment within established procedural guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to completion of two years of college or possession of an Associate of Arts degree with major course work in construction technology or building inspection or a field related to the work and two years of in any combination of building inspection, plan checking, construction contracting or work that will have provided the required knowledge and skills. Experience in performing work as described above may be substituted for the education on a year for year basis to a maximum of two years.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record. Must possess or obtain within one year of employment at least one ICBO building inspection certification.

Physical Demands:

Must possess mobility to work in a standard office setting, to operate a motor vehicle and to inspect various construction sites; vision to read printed materials and a computer screen and note make inspections as noted above; and hearing and speech to communicate in person and over the telephone.



Community Services Officer/Dispatcher

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

Definition

Under general supervision, performs a variety of non-sworn office and field duties in support of law enforcement activities; and performs related work as required.

Class Characteristics

This class performs law enforcement and police support duties that do not require performance by a sworn police officer. Responsibilities may include taking reports on property crimes that previously happened, making home security checks, assisting with the maintenance and recording of property and evidence, crime prevention, school and court liaison, crime statistics preparation, coordination of vehicle maintenance, dispatch, police records, and various responsible officer support duties. These responsibilities are intended to provide a familiarity with law enforcement functions, activities and procedures, but the class is not necessarily intended to be a training class for a sworn classification.

Examples of Duties (Illustrative Only)

- Files criminal reports and citations with the County Superior Court and/or the District Attorney's Office.
- Maintains all property and evidence, following laws and procedures; ensures that the chain of evidence is maintained and that property and evidence is secured and disposed of in a proper manner.
- Follows up on residential alarm calls; advises citizens regarding home security; may take information from the public regarding thefts, accidents, lost and found property and other incidents that do not require the presence of a law enforcement officer at the scene; may complete standard police reports for review by sworn officers.
- Makes visits and presentations to schools, homeowner and community groups regarding crime prevention and school and home safety and security.
- Ensures that Police vehicles are maintained in a safe and clean working condition; drives vehicles to maintenance or vehicle cleaning contractors; maintains appropriate records and files.
- Fingerprints Town child residents and other citizens for identification purposes.
- Coordinates and participates in a variety of special events for the department to bring department services to the awareness of the public.
- Prepares and processes a variety of reports and records, using a word processor and/or typewriter and following established formats; distributes to the proper individual or agency, such as the District Attorney, Town Attorney, Probation Department, Sheriff's Office or court; files reports and maintains automated or manual logs of departmental actions.
- May process warrants and subpoenas, confirming information provided; distributes them to sworn personnel; maintains status and disposition records and notifies appropriate agencies as required.
- Purchases supplies and materials required for the department.
- May assist with traffic or crowd control as required.

Duties associated with the job classification of Dispatcher/Records Assistant to include:

Community Services Officer/Dispatcher
Page Two

- Receives and evaluates 911 police, alarm and medical emergency calls and related business calls for the Town during specified hours; dispatches appropriate public safety staff; provides information and/or transfers calls to the appropriate department, agency or response organization.
- Logs call data in a written or automated format; monitors calls after initial dispatch to provide additional coordination, support or information.
- Accesses federal, state and local law enforcement information data bases to obtain information regarding outstanding warrants, criminal history, records information and vehicle data, relays such information to sworn staff.
- Provides initial non-emergency contact with the public and representatives of other agencies for the requesting of police records or for fire or related services at a public counter or over the telephone; determines the nature of the contact; provides factual information regarding services, policies and procedures, or directs the caller to the proper individual or agency.
- Following specific legal guidelines, prepares and distributes copies of police and other reports to individuals and agencies requesting such reports; explains requirements and limitations and collects alarm fees, prepares receipts and balances fees for services.
- Assists in the preparation and processing of a variety of warrants, reports and records, using a word processor and/or typewriter and following established formats.
- Distributes reports and records to the proper individual or agency, such as the District Attorney, Town Attorney, Probation Department, Sheriff's Office or court, following established procedures.
- Maintains accurate departmental records and files; researches and compiles information from such files;

Qualifications

Knowledge of:

- Basic functions, principles and practices of law enforcement agencies.
- Applicable regulations, policies and statutes.
- Business letter writing and the standard format for correspondence and reports.
- Business arithmetic.
- Correct English usage, including spelling, grammar and punctuation.
- Computer applications related to the work, including word processing and spreadsheet applications.
- Standard office practices and procedures, including records management and the operation of standard office equipment.
- Techniques for dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone
- Terminology and procedures used in public safety dispatching.
- Operation of communications equipment, including multiple telephone lines and radio systems.

Skill in:

- Assessing and prioritizing emergency situations while remaining calm and using sound, independent judgment.
- Memorizing codes, names, street locations and other information.
- Attending to multiple activities simultaneously.
- Obtaining necessary information from individuals in stressful or emergency situations.

- Preparing accurate, clear and concise police reports in areas of assignment.
- Making effective presentations to a variety of school and community groups.
- Interpreting, applying and explaining policies, procedures and regulations.
- Organizing own work, setting priorities and meeting critical deadlines.
- Performing technical, detailed and responsible office support work.
- Making sound, independent decisions within established procedural guidelines.
- Compiling and summarizing information to prepare clear and accurate reports.
- Maintaining accurate records and files.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Typing or word processing at a rate of 40 net words per minute.

Education and Experience:

Equivalent to graduation from high school and two years of experience that would have provided a familiarity with law enforcement functions, processes and procedures. Completion of two years of college or possession of an Associates of Arts degree in criminal justice, law enforcement or a closely related field may be substituted for the required experience. Experience in dealing with the public is highly desirable.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record.

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment visit field settings and stand for an extended period of time and drive a motor vehicle; stamina to maintain attention to detail and work on a computer for an extended period of time; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Other Requirements:

Must pass a detailed background investigation and be willing to work night, weekend or holiday shifts.



COMMUNICATIONS AND RECORDS SUPERVISOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

Definition

Under general supervision, coordinates and oversees dispatch activities during an assigned shift; assists in the selection of staff and trains staff in work procedures; receives 911 police, alarm and medical emergency calls, answers non-emergency calls for public safety and other Town departments; provides a variety of office support work to public safety staff and the public; prepares, processes and distributes a variety of reports, records and other documents following standardized instructions; and performs related work as required.

Class Characteristics

This is a lead class in the non-sworn emergency dispatch and police records class series; responsible for scheduling, training and reviewing the work of Dispatchers/Record Assistants in addition to performing the full range of assigned work. Responsibilities of the unit are centered on extensive contact with the public, in person and over the telephone, in both emergency and non-emergency situations to receive, transmit and provide factual information, forms and reports. The work involves coordinating interdepartmental coordination within the Town as well as with other agencies throughout the County. All activities must be performed within specified legal guidelines. This class is distinguished from other Town technical office support classes in that the work requires knowledge of law enforcement and dispatching policies and procedures in addition to skill in training and reviewing the work of staff.

Examples of Duties (Illustrative Only)

- Plans, schedules and reviews the work of Dispatchers/Records Assistants; trains staff in work procedures, assists in the selection and work evaluation processes.
- Works with sworn staff to improve and implements dispatch and records retention procedures to meet legal requirements and departmental needs.
- Receives and evaluates 911 police, alarm and medical emergency calls and related business calls for the Town during specified hours; dispatches appropriate public safety staff; provides information and/or transfers calls to the appropriate department, agency or response organization.
- Logs call data in a written or automated format; monitors calls after initial dispatch to provide additional coordination, support or information.
- Accesses federal, state and local law enforcement information data bases to obtain information regarding outstanding warrants, criminal history, records information and vehicle data, relays such information to sworn staff.
- Provides initial non-emergency contact with the public and representatives of other agencies for the requesting police records or for fire or related services at a public counter or over the telephone; determines the nature of the contact; provides factual information regarding services, policies and procedures, or directs the caller to the proper individual or agency.

Communications and Records Supervisor
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- Following specific legal guidelines, prepares and distributes copies of police and other reports to individuals and agencies requesting such reports; explains requirements and limitations and collects, receipts and balances fees for services.
- Assists in the preparation and processing of a variety of warrants, reports and records, using a word processor and/or typewriter and following established formats.
- Distributes reports and records to the proper individual or agency, such as the District Attorney, Town Attorney, Probation Department, Sheriff's Office or court, following established procedures.
- Maintains accurate departmental records and files; researches and compiles information from such files.

Qualifications

Knowledge of:

- Basic supervisory principles and practices.
- Techniques for training staff in work procedures.
- Terminology and procedures used in public safety dispatching.
- Operation of communications equipment, including multiple telephone lines and radio systems.
- Law enforcement document processing policies and procedures.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Applicable regulations, policies and statutes.
- Business arithmetic.
- Correct English usage, including spelling, grammar and punctuation.
- Computer applications related to the work.
- Record keeping and filing principles and practices.
- Techniques for dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Planning, assigning and reviewing the work of staff.
- Training staff in work procedures.
- Assessing and prioritizing emergency situations while remaining calm and using sound, independent judgment.
- Memorizing codes, names, street locations and other information.
- Attending to multiple activities simultaneously.
- Obtaining necessary information from individuals in stressful or emergency situations.
- Performing detailed and responsible office support work.
- Applying and explaining policies, procedures and regulations.
- Compiling and summarizing information to prepare clear and accurate reports.
- Maintaining accurate records and files.
- Understanding and following oral and written directions.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Typing or word processing at a rate of 40 net words per minute.

Education and Experience:

Equivalent to graduation from high school and two years of dispatching experience in a law enforcement or emergency services setting.

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment; stamina to maintain attention to detail and work on a computer for an extended period of time; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Working Conditions:

Must pass a detailed background investigation. Must be able to work holidays, weekends and off-hours shifts.

Revised 4/9/10 Title – Changed from Communications Supervisor

DISPATCHER/RECORDS ASSISTANT**Definition**

Under general supervision, receives 911 police, alarm and medical emergency calls, answers non-emergency calls for public safety and other Town departments; provides a variety of office support work to public safety staff and the public; prepares, processes and distributes a variety of reports, records and other documents following standardized instructions; and performs related work as required.

Class Characteristics

This class provides non-sworn emergency dispatch and police records and related specialized office support work required for the Police Department. Responsibilities are centered on extensive contact with the public, in person and over the telephone, in both emergency and non-emergency situations to receive, transmit and provide factual information, forms and reports. The work involves coordinating interdepartmental coordination within the Town as well as with other agencies throughout the County. All activities must be performed within specified legal guidelines. This class is distinguished from other Town technical office support classes in that the work requires knowledge of law enforcement and dispatching policies and procedures in addition to standard office support skills. It further differs from Senior Dispatcher/Records Assistant in that the latter provides scheduling, training and work review to dispatch/records staff.

Examples of Duties (Illustrative Only)

- Receives and evaluates 911 police, alarm and medical emergency calls and related business calls for the Town during specified hours; dispatches appropriate public safety staff; provides information and/or transfers calls to the appropriate department, agency or response organization.
- Logs call data in a written or automated format; monitors calls after initial dispatch to provide additional coordination, support or information.
- Accesses federal, state and local law enforcement information data bases to obtain information regarding outstanding warrants, criminal history, records information and vehicle data, relays such information to sworn staff.
- Provides initial non-emergency contact with the public and representatives of other agencies for the requesting of police records or for fire or related services at a public counter or over the telephone; determines the nature of the contact; provides factual information regarding services, policies and procedures, or directs the caller to the proper individual or agency.
- Following specific legal guidelines, prepares and distributes copies of police and other reports to individuals and agencies requesting such reports; explains requirements and limitations and collects alarm fees, prepares receipts and balances fees for services.
- Assists in the preparation and processing of a variety of warrants, reports and records, using a word processor and/or typewriter and following established formats.
- Distributes reports and records to the proper individual or agency, such as the District Attorney, Town Attorney, Probation Department, Sheriff's Office or court, following established procedures.

- Maintains accurate departmental records and files; researches and compiles information from such files;

Qualifications

Knowledge of:

- Terminology and procedures used in public safety dispatching.
- Operation of communications equipment, including multiple telephone lines and radio systems.
- Law enforcement document processing policies and procedures.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Applicable regulations, policies and statutes.
- Business arithmetic.
- Correct English usage, including spelling, grammar and punctuation.
- Computer applications related to the work.
- Record keeping and filing principles and practices.
- Techniques for dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Assessing and prioritizing emergency situations while remaining calm and using sound, independent judgment.
- Memorizing codes, names, street locations and other information.
- Attending to multiple activities simultaneously.
- Obtaining necessary information from individuals in stressful or emergency situations.
- Performing detailed and responsible office support work.
- Applying and explaining policies, procedures and regulations.
- Compiling and summarizing information to prepare clear and accurate reports.
- Maintaining accurate records and files.
- Understanding and following oral and written directions.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Typing or word processing at a rate of 40 net words per minute.

Education and Experience:

Equivalent to graduation from high school and two years of any combination of dispatching, general office support, or secretarial experience, preferably in a law enforcement setting.

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment; stamina to maintain attention to detail and work on a computer for an extended period of time; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

Working Conditions:

Must pass a detailed background investigation. May be required to work holidays, weekends and off-hours shifts.



EXECUTIVE ASSISTANT/ EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION:

Under general direction, provides statutory and administrative functions as delegated by the City Manager and Assistant City Manager; acts as confidential administrative support to the City Manager and Assistant City Manager. Assists in the administration of municipal elections, Fair Political Practices Commission reporting, records and data management, and statutory obligations; provides information and service to the public, Town, Atherton Channel Drainage District, and Town Committees; performs related duties as required.

DISTINGUISHING CHARACTERISTICS, FEATURES, REQUIREMENTS:

This is a full time, non-represented position reporting directly to the Assistant City Manager and assisting the City Manager as necessary. Methods of performing tasks are the responsibility of the incumbent so long as performed within established policies or as prescribed by rules and regulations. Work is reviewed periodically to assure conformance and to measure results.

SUPERVISION EXERCISED AND RECEIVED:

Receives general direction from the City Manager and direct supervision and direction from the Assistant City Manager; exercises supervision over volunteers and part-time staff as assigned.

IMPORTANT AND ESSENTIAL DUTIES:

The duties listed below are illustrative only. They are not meant to be a complete and exhaustive listing of all of the duties and responsibilities of the classification.

- Plans and organizes the City Council/Atherton Channel Drainage District/ Town Committee meetings as directed.
- Assists in the planning and organizing of official Town/District/Committee documents and records including agendas, minutes, ordinances, resolutions, contracts, agreements, deeds and other legal documents and official records.
- Participates in the development, implementation and monitoring of goals and objectives of the City Clerk's Office.
- Ensures compliance with government codes for records retention and destruction; assists with the preparation of records retention schedules and administers the storage, retrieval and destruction of documents; coordinates the town-wide document imaging

Town of Atherton
Executive Assistant/Executive Assistant/Deputy City Clerk

program and maintenance of electronic records and records storage systems; analyzes and evaluates records management technology.

- Administers oaths and notarizes Town/District/Committee and public documents.
- Researches and compiles information from various sources; prepares reports and correspondence.
- Interprets and explains ordinances, policies and procedures and ensures the appropriate distribution and release of information.
- Assists in the development and administration of the City Clerk's budget; obtains, compiles and develops data and summaries; monitors budget expenditures; prepares department payroll.
- Trains, and directs assigned temporary and volunteer staff; reviews work in progress and upon completion.
- Represents the Town in inter-departmental, community and professional meetings.
- Acts as the City Clerk in his/her absence; attends City Council meetings; attends Town meetings as necessary; acts as recording secretary
- Assists in the planning and conduct of municipal elections.
- Performs highly skilled administrative assistance to the City Manager and Assistant City Manager.
- Assists the City Manager and Assistant City Manager with routine and complex administrative duties, including those tasks of a confidential nature.

JOB-RELATED QUALIFICATIONS:

Knowledge, Skills and Abilities:

Knowledge of:

- The organization and function of a multi-jurisdictional municipal agency, including the role of the City Clerk/Board Secretary, elected City/District Officials and appointed commissions and committees
- Laws affecting the operation of the City Clerk's function, including public information, municipal elections, and records retention and destruction
- Modern office practices
- Use and applicability of personal and on-line computer systems and related software applications
- Applicable records and file storage and management systems
- Correct English usage, including spelling, grammar and punctuation
- Effective methods of supervision

Skill in:

- The safe and efficient operation of office equipment including, multi-line business phones, copiers/scanners/printers, calculators, personal and on-line computers
- Database management, including filing and records management systems
- Creating clear concise written correspondence
- Making effective oral presentations

Ability to:

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- Maintain confidentiality
- Make accurate arithmetic calculations
- Understand and carry out verbal and written instructions
- Effectively communicate verbally and in writing
- Establish and maintain effective working relationship with others
- Provide courteous and efficient service to the public
- Ability to learn, retain and use technical terminology, equipment, and computer applications
- Ability to respond professionally and effectively to changing priorities
- Review and analyze processes, procedures and policies and make effective recommendations for change
- Function independently and make decisions based on sound judgment affecting areas of responsibility within established guidelines and consistent with applicable law or code
- Direct and review the work of assigned staff

EDUCATION AND TRAINING GUIDELINES:

Any combination equivalent to experience and education that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way would be:

Education:

Equivalent to completion of High School supplemented by course work in public administration or a closely related field. Associated of Arts Degree in a related field desired.

Experience:

Five years of increasingly responsible clerical experience in a municipal organization of which at least two years experience in a City Clerk's department or local government equivalent.

SPECIAL REQUIREMENTS:

Ability to move boxes and light equipment weighing up to 40 pounds.

Ability to sit for long periods of time.

Ability to attend night and weekend meetings.

Ability to acquire and maintain a Notary Public License.

LICENSES, CERTIFICATES, REGISTRATION:

Licenses: Possession of a valid Class C California Driver's License. Notary Public License is desirable.

Certificates: Certified Municipal Clerk certificate is desirable.

Council approved: January 21, 2009

FINANCE ASSISTANT**Definition**

Under general supervision of the Finance Director, provides technical and office support related to the processing of financial transactions, including accounts payable and business licenses, and the preparation and reconciliation of financial and accounting records and reports; oversees the Town's payroll process; and performs related work as required.

Class Characteristics

This is an experienced single-position financial technical support class. Responsibilities include performance of the payroll function as well as performing complex work the following areas: accounts receivable, accounts payable, payroll and business licensing, in addition to performing a variety of customer services, record keeping, reconciliation and report preparation activities. Responsibilities also regularly include the use of one or more automated systems, although some manual processing may be required

Examples of Duties (Illustrative Only)

- Performs technical accounting and financial support work within programmatic and procedural guidelines.
- Processes accounts payable; assigns purchase order and vendor numbers; routes invoices to department heads for signature; reviews invoices and receiving reports for accuracy and appropriate authorization; ensures that funds are budgeted and available and prepares documentation required for payment; enters data into the accounts payable system to produce payment.
- Performs and prepares the payroll process; ensures that data submitted and payments made are correct; prepares tax, insurance and other payments; prepares data and inputs new employees into the payroll and benefit systems; processes workers' compensation claims.
- Prepares and distributes payroll tax forms and 1099's on an annual basis.
- Provides information to business owners regarding business license requirements and fees; processes license applications and renewals; receives and receipts payments and prepares license certificates; enters appropriate data into the financial system.
- Researches a variety of reports, records and documents to reconcile ledgers and journals and to produce a variety of specialized reports; may develop report formats and utilize varied databases.
- Answers questions, addresses issues, provides information regarding technical procedures and regulations to employees, vendors, contractors, the public and others.
- Posts receipts, encumbrances and expenditures to various accounts; reconciles accounts and prepares general ledger entries.
- Prepares and distributes billings for money owed to the Town for fees and services.
- Acts as a notary public as required.

- Reconciles petty cash accounts and reimbursements.
- Records and verifies a variety of complex financial transactions; prepares and maintains records and a variety of periodic and special financial, accounting and statistical reports.
- Performs general office support duties, as required

Qualifications

Knowledge of:

- Practices and techniques of automated and manual financial and accounting document processing and record keeping.
- Principles and practices of auditing and reconciling a variety of financial documents and records.
- Public agency payroll principles and practices.
- Basic supervisory principles and practices.
- Standard office support practices and procedures, including the use of standard office equipment.
- Computer applications related to the work, including word processing, spreadsheet and database applications.
- Records management principles and practices.
- Business arithmetic and basic statistical techniques.
- Techniques for dealing effectively with the public, vendors, contractors and Town staff, in person and over the telephone.

Skill in:

- Overseeing and personally processing the payroll system.
- Performing difficult, complex and technical accounting and financial office support work accurately and in a timely manner.
- Directing the work of others and training others in work procedures.
- Interpreting, applying and explaining complex policies and procedures.
- Composing correspondence and reports independently or from brief instructions.
- Making accurate arithmetic, financial and statistical computations.
- Establishing, maintaining, and researching files.
- Using English effectively to communicate in person, over the telephone and in writing.
- Using initiative and independent judgment within established policy and procedural guidelines.
- Organizing work, setting priorities and meeting critical time deadlines.
- Entering and retrieving data from a computer with sufficient speed and accuracy to perform assigned work.
- Establishing and maintain effective working relationships with those contacted in the course of the work.

Finance Assistant
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Education and Experience:

Equivalent to completion of two years of college or possession of an Associate of Arts degree in accounting, bookkeeping, business or a field related to the work and three years of experience in performing accounting and financial document processing and record keeping. Additional experience as described above may be substituted for the education on a year-for-year basis.

Physical Demands:

Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

FINANCE DIRECTOR**Definition**

Under administrative direction of the City Manager, plans, organizes, provides administrative direction and oversight for and participates in all financial and related functions and activities, which includes treasury and debt management, financial forecasting and planning, financial transaction processing, record keeping, reporting and internal control, payroll, and the Town Post Office; functions as the Chief Financial Officer for the Town; coordinates the production and the administration of the Town's budget; provides expert professional assistance to Town management staff in areas of expertise; fosters cooperative working relationships with regulatory agencies; and performs related work as required.

Class Characteristics

The Finance Director oversees, directs and participates in all activities of the Finance Department, including the treasury and budget functions. The work involves both the oversight of functions and activities and performance of many of the reporting, reconciliation and other day-to-day functions. Responsibilities include coordinating the activities of the department with those of other appointed officials and managing and accomplishing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering Town goals and objectives within general policy guidelines.

Examples of Duties (Illustrative Only)

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department; prepares and administers the department's budget.
- Plans, organizes, administers, reviews and evaluates the work of professional and office support staff.
- Provides for the selection, training, professional development and work evaluation of department staff; authorizes discipline as required; provides policy guidance and interpretation to staff.
- Contributes to the overall quality of the department's service by developing, reviewing and implementing policies and procedures to meet legal requirements and Town needs.
- Coordinates the production of the annual budget for the Town; incorporates departmental projected budgets and provides for the production and distribution of preliminary and final budget documents; provides for financial forecasting and planning.
- Monitors the adopted budget and prepares a mid-year budget review for submission to the Town Council.
- Oversees, coordinates and provides information required for the annual Town financial audit; responds to and implements auditor's recommendations.
- Controls and manages the Town's investment portfolio; ensures that investments meet the Town's policy guidelines and that adequate cash is available to meet obligations; oversees treasury and debt management functions; prepares periodic reports regarding investments to the Town Council.

- Prepares or directs the preparation and reconciliation of journals, ledgers and other accounting records; prepares or directs the preparation of records and reports for submissions to various regulatory and other governmental agencies.
- Oversees business license, accounts receivable, accounts payable, payroll and other financial functions of the Town; directs the activities of public services staff at the front desk and the operation of the Town Post Office.
- Prepares and directs the preparation of a variety of written correspondence, reports, procedures, ordinances and other written materials.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations and technology that may affect departmental operations; implements policy and procedural changes as required.
- Provides technical advice to Town's management and Town Council in Town financial and accounting matters.
- Develops and implement internal control procedures.

Qualifications

Knowledge of:

- Principles and practices of public agency finance, including investment, treasury, general and governmental accounting, auditing and reporting functions.
- Principles and practices of public agency budget development, administration and accountability.
- Information technology hardware and software, particularly as related to financial and administrative functions.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation and supervision of staff, either directly or through subordinate levels of supervision.
- Applicable laws, codes and regulations.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups and various professional, regulatory and legislative organizations.
- Techniques for dealing with a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Planning, organizing, administering, coordinating, reviewing, evaluating and personally participating in a comprehensive public agency financial management program.
- Maintaining an effective investment portfolio within the guidelines established by the Town.
- Maintaining accurate financial records and preparing clear and accurate reports for informational, auditing and operational use.
- Administering programs and the work of professional and office support staff
- Selecting, training, motivating and evaluating the work of staff.
- Providing for the training and professional development of staff.

- Developing and implementing goals, objectives, policies, procedures, work standards and internal controls for the department.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Effectively representing the department and the Town in meetings with governmental agencies, contractors, vendors, and various professional, regulatory and legislative organizations.
- Preparing clear and concise reports, correspondence, policies, procedures and other written materials.
- Using tact, initiative, prudence and independent judgment within general policy and legal guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to graduation from a four year college or university with major course work in accounting, economics, business or public administration or a field related to the work and four years of supervisory or administrative experience in maintaining financial records and preparing statements in a public agency setting.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record.

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.

OFFICE ASSISTANT**Definition**

Under general supervision, provides a variety of office support activities to various Town offices, which may include word processing, data entry and organization, telephone and counter reception, receipt of payments, record keeping, report preparation and filing; and performs related work as required.

Class Characteristics

This is an experienced office support class, fully competent to independently perform a variety of responsible duties to assist in the provision of Town services. General guidelines are provided and supervision is normally available in unusual circumstances. Specific duties, such as the amount of word processing, use of computers, and contact with the public, will vary with the department to which assigned. This class is distinguished from the Office Specialist in that the latter performs difficult, technical, complex, and/or specialized office support duties which may require lead direction of other support staff and regularly requires application of a larger base of technical knowledge and skill in addition to standard office support skills.

Examples of Duties (Illustrative Only)

- Prepares correspondence, reports, forms, receipts, warrants, vouchers, work orders, and specialized documents related to the department to which assigned from drafts, notes, brief instructions, corrected copy, or dictated tapes using a word processor or computer with form templates.
- Composes standard correspondence, such as transmittal letters, from prior materials or brief instructions.
- Proofreads materials for accuracy, completeness, compliance with departmental policies, formatting, and correct English usage, including grammar, punctuation and spelling.
- Acts as receptionist; receives and screens visitors and telephone calls; takes messages, directs the caller to the proper office or person, and/or provides factual information regarding Town and departmental activities and functions, which may require the application and explanation of rules, policies, and procedures.
- Enters, edits, updates, and retrieves data from narrative reports or spreadsheets and prepares periodic or special reports, following established formats and menus; may perform production data entry.
- Checks and tabulates standard arithmetic or statistical data; may summarize such information and prepare periodic numerical reports.
- Establishes and maintains office files, following an established filing system; researches and compiles information from such files; purges files as required.
- May collect and account for fees and other monies collected.
- Attends to a variety of office administrative details, such as keeping informed of departmental activities, transmitting information, ordering and coordinating supply orders, and arranging for equipment purchase and maintenance.

- Processes and distributes incoming and outgoing mail for the office or department.
- Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment, and multi-line telephones; may operate a two-radio or other department-specific equipment.

Qualifications

Knowledge of:

- Standard office practices and procedures, including filing and the use of standard office equipment.
- Business letter writing and the standard format for reports and correspondence.
- Computer applications related to the work, including word processing and basic spreadsheet applications.
- Record keeping and filing principles and practices.
- Business arithmetic and basic statistical techniques.
- Business arithmetic.
- Techniques for dealing effectively with the public and Town staff, in person and over the telephone.

Skill in:

- Performing a wide variety of office support duties requiring the use of independent judgment.
- Interpreting and implementing policies, procedures and computer applications related to the department or organizational unit to which assigned
- Composing correspondence and reports independently or from brief instructions.
- Making accurate arithmetic and statistical calculations.
- Using English effectively to communicate in person, over the telephone, and in writing.
- Filing with speed and accuracy.
- Using initiative and independent judgment within established procedural guidelines and written directions.
- Establishing and maintain effective working relationships with those contacted in the course of the work.
- Entering data into standard computer format with speed and accuracy sufficient to perform assigned work.

Education and Experience:

Equivalent to graduation from high school with and two years of responsible office support, secretarial or general clerical experience. Experience in dealing with the public and working in a public agency setting is desirable.

Office Assistant
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License:

Specified positions may require a valid California class C driver's license and a satisfactory driving record.

Physical Demands:

Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

OFFICE SPECIALIST**Definition**

Under general supervision, provides varied and confidential office administrative and technical office support to a department head and related management, professional, and support staff; performs technical support work related to the department to which assigned; may provide lead direction and/or training to a small office support staff or volunteers on a project basis; and performs related work as required.

Class Characteristics

This is an experienced office support classification, normally coordinating the office administrative work of a department in addition to personally performing multiple clerical duties to ensure the efficient service provision of the assigned department. Responsibilities require the frequent use of tact, discretion and independent judgment as well as a knowledge of departmental and Town activities. The work may have technical aspects, requiring the interpretation and application of policies, procedures and regulations and may involve public contact in person or over the telephone. This class is distinguished from other office support classes in that the nature, scope, and diversity of responsibilities originating at a departmental level require a broader understanding of Town functions and the capability of relieving a department head and/or Town management staff of day-to-day office administrative and coordinative duties

Examples of Duties (Illustrative Only)

- Oversees and ensures that the office administrative functions of the department to which assigned are effectively carried out.
- Maintains a calendar and coordinates the schedule of the department head and associated management staff with those of members of Boards and Commissions, other Town management staff, representatives of other organizations, and the public.
- Provides a variety of support to a Town commission or committee; prepares and distributes agenda packets; attends meetings and prepares minutes; follows-up on decisions as required.
- Arranges meetings by scheduling rooms, notifying participants and preparing agendas; ensures information is compiled and duplicated; may take and prepare summary or action minutes of such meetings.
- Attends to a variety of office administrative details, such as keeping informed of departmental activities, transmitting information, ordering and coordinating supply orders, preparing contracts and agreements, arranging for equipment purchase and maintenance, attending meetings, and serving on various task forces and committees.
- Processes bills and invoices for payment; prepares and transmits a variety of financial documents, including payroll; assists in budget preparation and maintains records of purchase orders, payroll, expense statements, and other fiscal transactions.

- Receives and screens visitors and telephone calls; provides information to departmental staff, other organizations, and the public, requiring the use of judgment and the interpretation of policies, rules, procedures and ordinances.
- May collect and account for fees and other monies collected.
- May direct the work of a small office support staff or volunteers on a project basis; may train staff in work procedures.
- Prepares detailed and often confidential correspondence, reports, forms, graphic materials, and specialized documents related to the department to which assigned from drafts, notes, brief instructions, corrected copy, or dictated tapes; proofreads materials for accuracy, completeness, compliance with departmental policies, correct formatting, and correct English usage, including grammar, punctuation, and spelling.
- Prepares and updates a variety of periodic and special narrative, accounting, database, and statistical reports.
- Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment, and multi-line telephones; may operate a two-radio or other department-specific equipment.
- Organizes and maintains various administrative, confidential, reference, and follow-up files; purges files as required.

Qualifications

Knowledge of:

- Basic organization and function of public agencies, including the role of an elected Council and appointed boards and commissions.
- Codes, regulations, policies, and procedures related to the department to which assigned.
- Standard office administrative practices and procedures, including the use of standard office equipment.
- Business letter writing and the standard format for reports and correspondence.
- Computer applications related to the work, including word processing, presentation, database, and spreadsheet applications.
- Records management principles and practices.
- Business arithmetic and basic statistical techniques.
- Basic supervisory principles and practices.
- Techniques for dealing effectively with the public and Town staff, in person and over the telephone.

Skill in:

- Providing varied, responsible, and confidential office administrative work requiring the use of independent judgment, tact, and discretion.
- Interpreting and implementing policies, procedures, and computer applications related to the department to which assigned.

- Analyzing and resolving office administrative and procedural problems.
- Composing correspondence and reports independently or from brief instructions.
- Making accurate arithmetic and statistical calculations.
- Using English effectively to communicate in person, over the telephone, and in writing.
- Using initiative and independent judgment within established policy and procedural guidelines.
- Organizing own work, coordinating projects, setting priorities, meeting critical deadlines, and following-up on assignments with a minimum of direction.
- Directing the work of others and training others in work procedures.
- Taking a proactive approach to customer service issues.
- Maintaining accurate records and files.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Word processing at a net speed of 50 words per minute from printed copy.

Education and Experience:

Equivalent to graduation from high school with supplemental business school or applicable college-level course work and four years of responsible office administrative, secretarial, and/or general clerical experience. Experience in dealing with the public and working in a public agency setting is desirable. Possession of Associate of Arts degree from a business or community college in an appropriate curriculum is desirable and may be substituted for the experience on a year-for-year basis to a maximum of two years.

License:

Specified positions may require a valid California class C driver's license and a satisfactory driving record.

Physical Demands:

Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

PARK PROGRAM MANAGER

Definition

Under direction of the Public Works Director/City Engineer, plans, markets, oversees and coordinates all aspects of the paid and community use of the Town park, including its buildings and related grounds and facilities; and performs related work as required.

Class Characteristics

The Park Program Manager is responsible for all rental and fee-based activities at the Town park, its buildings and facilities. Responsibilities include acting as liaison and support to a Town Commission and a variety of community organizations, marketing the facilities, ensuring that all activities have appropriate set-up and security and that the facilities and associated outdoor areas are maintained in an attractive, clean and safe condition. The work also includes fee collection for use of the tennis court, day gatherings, community and fee-based programs.

Examples of Duties (Illustrative Only)

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the unit; provides input into and administers the budget for the unit.
- Plans, organizes, administers, reviews and evaluates the work of support staff.
- Markets the park and the facilities to event planners, caterers, business, community and educational groups; prepares and distributes promotional materials; utilizes the media where appropriate.
- Provide tours of available facilities and associated landscaped areas; confers with potential clients in person or over the telephone to determine the most effective facility for their use; explains fees, policies and procedures related to the use of the buildings and grounds.
- Prepares contracts for facility usage; collects or invoices for appropriate fees; receipts and balances money as required; deposits funds received.
- Orders rental equipment required for events; provides for facility and grounds set up, staffing, clean up and security.
- Coordinates activities of caterers, photographers, musicians and others who may be participating in meetings and events.
- Sells park day use permits and tennis court permits.
- Provides staff support to and attends meetings of the Parks and Recreation Commission; prepares and distributes agenda packets; presents staff reports; prepares and distributes meeting minutes.
- Acts as liaison with a variety of community committees and foundations.
- Contributes to the overall quality of the unit's service by developing, reviewing and implementing policies and procedures to meet legal requirements and Town needs.
- Coordinates an annual bridal show, including selecting vendors and preparing and distributing publicity and invitations.
- Provides for the maintenance of the grounds, including landscaping, of the outdoor wedding facility.

- Arranges for and coordinates fee-based programs utilizing park facilities.
- Maintains accurate records and files related to the work of the unit; prepares reports as required.

Qualifications

Knowledge of:

- Principles, practices and procedures related to event planning, marketing and coordination.
- Maintenance principles, practices, tools and materials for maintaining and repairing a variety of facilities, buildings and grounds such as found in the Town park setting.
- Principles and practices of employee supervision, including work planning, assignment, review and training.
- The operation and minor maintenance of a variety of hand and power tools, vehicles and power equipment.
- Safety equipment and practices related to the work.
- Basic accounting principles and practices.
- Standard office practices and procedures, including the operation of standard office equipment.
- Basic principles and practices of budget development, administration and accountability.
- Computer applications related to the work
- Techniques for dealing with a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Planning and overseeing as program of Town park facility rentals, fee-based services and related activities.
- Developing an effective marketing and information program to maximize facility usage.
- Planning, organizing, administering, coordinating and reviewing the work of assigned maintenance, custodial and support staff.
- Meeting all legal requirements of the function in a timely and effective manner.
- Developing and implementing goals, objectives, policies, procedures, work standards and internal controls for the unit.
- Maintaining accurate financial, facility use and maintenance records.
- Interpreting, applying and explaining complex regulations, policies and procedures.
- Preparing clear and concise reports, correspondence and other written materials.
- Using tact, initiative and independent judgment within policy and procedural guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to completion of two years of college or possession of an Associate of Arts degree in a field related to the work and three years of experience in event planning and coordination, recreation facility rental and service provision or in a sales or public contact position which will have provided the required knowledge and skills. Additional experience as outlined above may be substituted for the education on a year-for-year basis to a maximum of two years.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record.

Physical Demands:

Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer and to walk from among the various park facilities and locations; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

PARKS/FACILITIES MAINTENANCE WORKER I/II**Definition**

Under general supervision of the Park Program Administrator, prepares park buildings and facilities for events; monitors events and assists renters as required; performs a variety of custodial and semiskilled work in the maintenance, repair and operation of the Town park and related facility infrastructure; and performs other related duties as required.

Class Characteristics

Parks/Facilities Maintenance Worker I is the entry-level into this maintenance class series. Initially under close supervision, incumbents with basic maintenance experience learn the facilities and grounds at the Town park, facility set-up, use of tools and equipment and a wide variety of practices and procedures. As experience is gained, assignments become more varied and are performed with greater independence. This class is alternately-staffed with Parks/Facilities Maintenance Worker II and incumbents may advance to the higher level after gaining the knowledge, skill and experience which meet the qualifications for and demonstrating the ability to perform the work of the higher-level class. This class may also be used for temporary or part-time staffing as determined by the needs of the Town.

Parks/Facilities Maintenance Worker II is the experienced-level class, capable of performing a wide variety of work to ensure that the Town park and related landscaped areas are maintained in a safe and effective working condition and are ready for public use. Responsibilities include performing work in all custodial, operational and maintenance areas, depending upon the immediate needs of the Town and individuals renting the facilities. While incumbents may have developed skills in one or more areas of activity, all are expected to be able to perform custodial and set-up tasks as well as basic maintenance and repair in all areas of assignment.

Examples of Duties (Illustrative Only)

- Sets up parks building and facilities for meetings and events, including tables, chairs, audio visual and other equipment as specified by the individual or group coordinating the event.
- Monitors events to ensure sound control, facility security, parking control and to provide Town assistance to event coordinators.
- Performs custodial work in and around park facilities and grounds; empties trash containers and picks up litter; cleans and stocks restrooms; cleans kitchens, floors, windows and walls; cleans adjacent patio area and ensures that facilities and associated grounds are in a clean and orderly condition.
- Performs minor maintenance and repair for tables, chairs and associated equipment; replaces light bulbs and fluorescent tubes and air filters; repairs playground equipment; reports the need for major maintenance or repair.

- Conditions soil in specified planted areas; plants, waters, fertilizes, trims and removes ground cover, flowers, shrubs, annual and perennial plantings, removes weeds and maintains landscaped areas around buildings and patio areas in an attractive condition.
- If appropriately certified, applies herbicides and pesticides as required.
- Opens and provides information regarding facilities for potential clients.
- Assists in the park office by answering telephones, providing information, selling keys for the tennis court and day-use permits, receiving deliveries and performing associated services.
- Troubleshoots maintenance and repair problems, determines materials and equipment required for repair; may purchase materials and supplies from established suppliers.
- Operates a variety of vehicles and specialized landscape equipment.
- Inspects and performs service, minor maintenance and repair on a variety of hand and power tools, vehicles and equipment.
- Maintains logs and records of work performed and materials and equipment used.

Qualifications

Knowledge of:

- Maintenance principles, practices, tools and materials for maintaining and repairing a variety of facilities, buildings, grounds and equipment such as found in the Town park and associated buildings and recreation areas.
- The operation and minor maintenance of a variety of hand and power tools, vehicles and power equipment.
- The operation and maintenance of irrigation systems.
- Safety equipment and practices related to the work
- Applicable codes and regulations.
- Shop arithmetic.
- Basic office practices.
- Safe driving rules and practices.
- Techniques for dealing with a variety of individuals of various socio- and economic groups.

Skill in:

- Performing custodial and a variety of semiskilled maintenance and repair work for of facilities, buildings and grounds such as found in the Town park.
- Troubleshooting maintenance problems and determining materials and supplies required for repair.
- Using and maintaining tools and equipment related to the work skillfully and safely.
- Making accurate arithmetic calculations.
- Maintaining accurate logs and records of work performed.
- Understanding and following oral and written directions.
- Working independently or in a team situation.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Education:

Equivalent to graduation from high school.

Experience:

Parks/Facilities Maintenance Worker I – Six months of facilities and/or landscape maintenance or repair.

Parks/Facilities Maintenance Worker II – In addition to the above, two years of semi-skilled maintenance experience in a variety of parks, landscape and facilities maintenance areas at a level equivalent to the Town's class of Parks/Facilities Maintenance Worker I.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record.

Working Conditions:

Must be available for regular standby assignments and work overtime or off-hours shifts as required for events. Must be willing to work out of doors in all weather conditions.

Physical Demands:

Must possess strength, stamina and mobility to perform heavy physical work, use varied hand and power tools, drive a motor vehicle and operate specialized landscape equipment and lift and move materials and equipment weighing to 90 pounds and heavier weights with the use of proper equipment; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio.

TOWN OF ATHERTON
JOB CLASS SPECIFICATION: PARK SUPERVISOR

DEFINITION

Responsible for administering the buildings and grounds of the Park Department; performs work necessary to the planning, supervision, and organization of the division; works with the public.

DISTINGUISHING CHARACTERISTICS

Plans, organizes, directs, and supervises the buildings and grounds division of the Park Department; coordinates project activities with other departments; establishes and schedules priorities of projects.

SUPERVISION EXERCISED AND RECEIVED

Receives general supervision from the City Manager/City Clerk; supervises personnel assigned to park maintenance and temporary workers assigned to the department.

ESSENTIAL AND IMPORTANT DUTIES

Plans, organizes, and directs the maintenance of the park buildings and grounds; establishes priorities and schedules work projects; interprets and implements plans, specifications, and sketches. Prepares annual budget requests; requisitions and utilizes material equipment and supplies necessary to maintain the park. Establishes and administers a training program, including safety and technical aspects of work performed; oversees the proper maintenance and accountability of tools and equipment. Works with the public in responding to and resolving complaints. Writes staff reports and other documents.

JOB-RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of: Construction procedures, tools, and materials related to maintenance and of buildings and grounds; accepted safety standards in the use of light and heavy machinery.

Ability to: Effectively plan, direct, assign, and evaluate the work of others; train staff on safety procedures; read and interpret diagrams, plans, and specifications; operate a two-way radio. Establish, maintain, and foster cooperative working relations with others contacted in the course of work; establish, and foster team work in the department.

Skills: Operate light and heavy equipment including asphalt cutter, compressor, chipper, tractor, blower, chainsaw, grinder, and other equipment necessary to accomplishing projects. Communicate effectively orally and in writing.

EDUCATION AND TRAINING

Sufficient education and experience to satisfactorily perform the duties of this classification. A typical qualifying background would be graduation from high school and four years of increasingly responsible experience in the repair and maintenance of buildings and grounds projects, with one year of experience as a supervisor.

SPECIAL REQUIREMENTS

Vision adequate to quickly and accurately review plans and specifications; ability to work and supervise work at project sites that require physical flexibility and dexterity, i.e., ability to bend, stoop or crouch; speak clearly and understandably. Ability to report to work at any hour of the day as required during a disaster or other emergency situation.

LICENSES, CERTIFICATES, AND REGISTRATIONS

Appropriate California driver's license(s).

TOWN OF ATHERTON

February 2007

PERMIT TECHNICIAN**Definition**

Under general supervision of senior building staff, provides customer service at the permit counter, accepts applications, reviews building permits, tracks projects through to completion, calculates and collects fees, issues over-the-counter permits, and provides procedural and policy information to the public.

Class Characteristics

The class has responsibility for serving the public at the permit counter, receiving plans, processing permits, scheduling inspections, inputting data, and providing information to the public. This class is distinguished from the Building Inspector/Plan Checker position in that the latter performs combination inspections of building sites to enforce all applicable laws and codes and performs non-structural plan checking on a variety of residential construction and modification.

Examples of Duties (Illustrative Only)

- Assist in processing building applications and enters new permit data.
- Serve the public at the permit counter; accept plans for plan check and verify accuracy and completeness of information; calculate permit fees based on type of construction and use of building.
- Explain ordinances and procedures to owners, contractors, developers, and general public.
- Process requests for refunds
- Compile and report on statistical information and data regarding building, zoning, sign, and related permits.
- Complies weekly and monthly reports.
- Performs record keeping and filing of data
- Performs related duties and responsibilities as required
- Efficiently process building permits and miscellaneous permits; ensure all necessary approvals are obtained.
- Perform elementary plan checking duties at the counter, reviewing for completeness and for conformance to building and other appropriate policies and procedures as assigned.
- Respond to inquiries and confer with builders, engineers, contractors, architects, and the public concerning submitted requirements, building codes, and permit regulations at the counter and over the phone.
- Calculate various valuations, plan check fees and permit fees, collect and process various fees; and balance the cash.
- Sort and file documents and records, maintaining alphabetical, index, and cross-reference files; maintain complex office records related to building inspection and code enforcement.
- Organizes, maintains, and upkeeps Building Department files and reports any problems to the building Official.
- Schedules inspections and checks documentation when a final inspection is requested.

Qualifications

Knowledge of:

- Responsibilities and services provided by the Building Department.
- Processes and procedures associated with permits.
- Records management practices; general office practices and procedures.
- Organization and departmental procedures and processes.
- Basic business mathematics and business English.
- Basic terminology and symbols of maps and construction plans and specifications.
- Report preparation.
- Building terms and codes.
- Construction practices and materials.
- Computer applications related to work.

Skill in:

- Communicating effectively to developers, engineers, architects, property owners and others.
- Explaining complex laws codes regulations and ordinances.
- Reading and interpreting maps, plans, and specifications.
- Preparing clear and concise reports, correspondence and other written materials.
- Maintaining accurate records and files.
- Organizing and prioritizing work and meeting critical deadlines.
- Using tact, initiative and independent judgment within established procedural guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Education equivalent to completion of the twelfth grade, supplemented by courses and/or seminars in planning, building inspection, construction technology, blueprint reading, civil engineering, and business. Fifteen semester units of college coursework in drafting, building construction, engineering or a closely related field is desirable. Permit Technician certificate from ICC or ability to obtain certificate within one year of hire.

License:

Specified positions may require a valid California class C driver's license and a satisfactory driving record. Must possess or obtain within one year of employment at least the Permit Technician certification through ICC.

Physical Demands:

Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone.

PLANNING ADMINISTRATOR /BUILDING OFFICIAL**Definition**

Under administrative direction of the City Manager, plans, organizes, provides administrative direction and oversight and participates in all planning, plan checking, building inspection, zoning administration and related activities for private and public construction for the Town; provides expert professional assistance to Town management staff in areas of expertise; fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups; and performs related work as required.

Class Characteristics

The Planning Administrator/Building Official oversees, directs and participates in all activities of the Building and Zoning Department, including short-and long-range planning, plan checking, building inspection and zoning administration activities through Town and contract staff. Responsibilities include coordinating the activities of the department with those of other appointed officials and managing and accomplishing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering Town goals and objectives within general policy guidelines.

Examples of Duties (Illustrative Only)

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department; prepares and administers the department's budget.
- Plans, organizes, administers, reviews and evaluates the work of contract and Town professional, technical, maintenance and office support staff.
- Provides for the selection, training, professional development and work evaluation of department staff; authorizes discipline as required; provides policy guidance and interpretation to staff.
- Contributes to the overall quality of the department's service by developing, reviewing and implementing policies and procedures to meet legal requirements and Town needs.
- Oversees modifications to and enforcement of the Town's General Plan; handles current planning functions such as evaluating applications for review by the Planning Commission and/or Town Council and preparing staff reports and recommendations.
- Provides staff support to the Planning Commission; prepares agendas, attends meetings, makes presentations, reviews minutes and follows-up on actions as required.
- Oversees all Town plan checking activities; performs complex structural and non-structural plan checks; coordinates contract plan checking activities.
- Oversees all Town building inspection activities; personally inspects sites with complex construction practices or materials or where questions have been raised; coordinates staff and contract building inspection activities.
- Works in concert with the contract City Planner on planning issues.

- Inspects areas for zoning, animal control, noise, demolition, occupancy, maintenance and other code enforcement issues; explains codes, effects mitigation where possible and enforces codes as required.
- Prepares and administers contracts related to capital improvements of Town buildings and facilities.
- Confers with and represents the department and the Town in meetings with members of the Council, members of boards and commissions, various governmental agencies, developers, contractors, business groups and the public.
- Prioritizes and allocates available resources; reviews and evaluates program and service delivery, makes recommendations for improvement and ensures maximum effective service provision.
- Prepares and directs the preparation of a variety of written correspondence, reports, procedures, ordinances and other written materials.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations and technology that may affect departmental operations; implements policy and procedural changes as required.

Qualifications

Knowledge of:

- Construction methods, materials, tools and equipment used for current complex residential construction.
- Applicable laws, codes, ordinances and regulations.
- Basic techniques of urban planning.
- Principles, methods and techniques of structural and non-structural plan checking.
- Principles, methods and techniques of building inspection.
- Principles and techniques of capital improvement engineering, design, construction and inspection.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation and supervision of staff, either directly or with contract staff.
- Principles and practices of budget development, administration and accountability.
- Computer applications related to the work.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups and various professional, educational, regulatory and legislative organizations.
- Techniques for dealing with a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Planning, organizing, administering, coordinating, reviewing and evaluating a comprehensive Town planning, plan checking, building inspection and zoning enforcement program.

- Performing professional review of plans and specifications to ensure conformance with codes and ordinances.
- Performing complex building inspections to ensure conformance with codes and regulations.
- Administering programs and the work of Town and contract staff.
- Selecting, training, motivating and evaluating the work of staff.
- Providing for the training and professional development of staff.
- Developing and implementing goals, objectives, policies, procedures, work standards and internal controls for the department.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Effectively representing the department and the Town in meetings with governmental agencies, community groups and various professional, educational, regulatory and legislative organizations.
- Preparing clear and concise reports, correspondence, policies, procedures and other written materials.
- Using tact, initiative, prudence and independent judgment within general policy and legal guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to graduation from a four year college or university with major course work in civil engineering, architecture, urban planning or a field related to the work and four years of supervisory or administrative experience in either a municipal planning and building inspection setting or as a professional engineer or architect working with public agencies.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record. Registration as a Professional Engineer or Architect in the State of California is highly desirable.

Physical Demands:

Must possess mobility to work in a standard office setting, to inspect various Town development and facility sites and to operate a motor vehicle; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.

POLICE CHIEF**Definition**

Under administrative direction of the City Manager, plans, organizes and provides administrative direction and oversight for a comprehensive police services, security and law enforcement program; provides expert professional assistance to Town management staff in areas of expertise; provides varied administrative support and relief program oversight to the City Manager and other departments, as assigned; fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups; and performs related work as required.

Class Characteristics

The Police Chief oversees and directs all activities of the Police Department for the Town and surrounding areas in mutual aid circumstances. Responsibilities include strategic planning for use of resources in the Town, coordinating the activities of the department with those of other local departments and ensuring that services provided and development plans are of the highest quality. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering Town goals and objectives within general policy guidelines.

Examples of Duties (Illustrative Only)

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department; prepares and administers the department's budget.
- Plans, organizes, administers, reviews and evaluates the work of sworn and non-sworn staff through subordinate levels of supervision.
- Provides for the selection, training, professional development and work evaluation of department staff; authorizes discipline as required; provides policy guidance and interpretation to staff; ensures that laws, ordinances and policies are consistently enforced.
- Contributes to the overall quality of the department's service by developing, reviewing and implementing policies and procedures to meet legal requirements and Town needs.
- Oversees all Town police functions including community-oriented policing, patrol, crime prevention, investigation, traffic enforcement, school services, communications, dispatch and records.
- Directs the investigation of major crimes in coordination with other agencies; assists the City Attorney and the District Attorney in the preparation of cases.
- Prepares, recommends and implements strategic plans to meet the Town's current and long-range needs.
- Confers with and represents the department and the Town in meetings with members of the Town Council, members of boards and commissions, various governmental agencies, local law enforcement agencies, and a variety of public and private organizations.
- Prioritizes and allocates available resources; reviews and evaluates program and service delivery, makes recommendations for improvement and ensures maximum effective service provision.

- Directs the development specifications for acquisition of a variety of equipment and apparatus.
- Prepares and directs the preparation of a variety of written correspondence, reports, procedures, ordinances and other written materials.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, court decisions, regulations and technology that may affect departmental operations; implements policy, procedural and operational changes as required.

Qualifications

Knowledge of:

- Principles, practices and procedures of municipal police administration, including community-oriented policing, patrol, traffic, investigation and a high level of service provision.
- Criminal laws, codes and ordinances and court interpretations, including rights of citizens, apprehension, arrest, search and seizure and rules of evidence.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of budget development, administration and accountability.
- Computer applications related to the work.
- Basic principles of local government organization and public administration.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups and various business, professional, educational and regulatory organizations.
- Techniques for dealing with a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Planning, organizing, administering, coordinating, reviewing and evaluating a comprehensive police services program.
- Administering programs and the work of staff directly and through subordinate levels of supervision.
- Selecting, training, motivating and evaluating the work of staff.
- Providing for the training and professional development of staff.
- Developing and implementing goals, objectives, policies, procedures, work standards and internal controls for the department.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Effectively representing the department and the Town in meetings with governmental agencies, community groups and various professional, educational, regulatory and legislative organizations.

- Preparing clear and concise reports, correspondence, policies, procedures and other written materials.
- Using tact, initiative, prudence and independent judgment within general policy and legal guidelines.
- Making effective public presentations.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to graduation from a four year college or university with major course work in criminology, law enforcement, social or police science, public administration or a field related to the work and four years of command or supervisory experience in the police service equivalent to the level of Lieutenant or above.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record. Must possess P.O.S.T. certificates through the advanced level and obtain management certification prior to completion of the probationary period. Must possess or obtain and maintain first aid and CPR certificates.

Working Conditions:

Must be willing to pass a detailed background investigation. Must be willing to work extended shifts or be called back in emergency situations and work with exposure to difficult circumstances, including exposure to dangerous situations, hazardous materials and all weather conditions.

Physical Demands:

Must meet P.O.S.T. physical and psychological and medical standards; possess mobility to work in a standard office setting; strength and mobility to operate a motor vehicle and take command at an incident or emergency scene; vision to observe emergency scenes and investigations and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone and/or radio.

POLICE LIEUTENANT**Definition**

Under direction of the Police Chief, plans, schedules, organizes, supervises, reviews and evaluates the work of field service officers and dispatch staff through a subordinate level of supervision; trains staff and provides for their professional development; develops and implements specific departmental operational programs; provides complex administrative and budgetary support to the Police Chief and acts for the Chief on a relief or as assigned basis; and performs related work as required.

Class Characteristics

This class is at a management level, responsible for planning patrol and public service activities and for assisting the Chief in various administrative areas. While the incumbent may respond to calls for service, the primary responsibilities are managerial, including the coordination of activities with those of other Town departments and law enforcement agencies. Responsibilities include the development of specialized programs, such as crime prevention, public relations, inventory control systems, traffic enforcement. This class is distinguished from Police Chief in that the latter has overall management responsibility for the Police Department.

Examples of Duties (Illustrative Only)

- Plans, schedules, organizes, assigns, reviews and evaluates the work of the sworn and non-sworn staff; ensures coverage of staff for all shifts and assignments; provides for the training of staff in work procedures and for their professional development.
- Recommends selection, disciplinary and other personnel decisions; counsels employees and administers discipline as required.
- Interprets laws, codes, policies and procedures to staff; ensures legality and consistency of application.
- Assists with the development of goals, objectives, policies, procedures and work standards for the department; assists with development and administration of the budget; prepares and reviews grant requests and assists in the administration of grant funds.
- Oversees sworn personnel selection procedures, including conducting interviews and background investigations.
- Develops cooperative working relationships and mutual aide agreements with all departmental employees, Town staff, Town Council, Town residents and representatives of other local public safety departments.
- Monitors legal, regulatory, technological and societal changes and court decisions that may affect the work of the department; recommends equipment acquisition, training programs and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient and economical manner.)

- Investigates and resolves problems with requests for services or complaints regarding police functions.
- Prepares a variety of correspondence, reports, procedures and other written materials.
- Maintains and directs the maintenance of departmental files.
- Directs dispatch activities provided by the Town during specified shifts.
- Oversees the Police Reserves and other volunteer programs.
- Represents the Town in meetings with members of other public and private organizations, educational and community groups and the public.
- Responds to emergency or unusual situations; performs the full range of patrol, investigative and related duties of an officer and assumes a command role as appropriate; may oversee and coordinate the work of multi-agency task forces or committees.
- Develops and maintains effective working relationship school-aged youth.
- Provides and coordinates mutual aide to other law enforcement agencies in accordance with departmental policy.
- Acts for the Chief of Police on a relief or on as assigned basis.

Qualifications

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation.
- Principles and practices of work organization, staff supervision, training, professional development and work review and evaluation.
- Functions, services and funding sources of a full-service municipal police department.
- Law enforcement principles, practices and techniques related to patrol, traffic enforcement, crime scene control and investigation, protection of life and property, pursuit, apprehension and transport of suspects.
- Rules of evidence regarding search and seizure and the preservation of evidence.
- Investigation and identification techniques and equipment.
- Legal researching techniques.
- Courtroom procedures and techniques for testifying.
- Applicable laws, codes, ordinances and court decisions.
- Laws regulating the handling of juveniles and juvenile records.
- Fundamental understanding of public relations, media relations, crime prevention.
- Safety practices and equipment related to the work, including the safe use and proper care of firearms.
- Computer applications related to the work.
- Techniques of first aid and CPR.
- Budget theories.
- Techniques for dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone, often when relations may be confrontational or stressed.

Skill in:

- Planning, scheduling, assigning, supervising, reviewing and evaluating the work of sworn and non-sworn staff.
- Training staff in work procedures and providing for their professional development.
- Assisting in performing departmental administrative duties, such as budget development and administration and policy and procedure development.
- Observing accurately recalling faces, names, descriptive characteristics, and facts of incidents and places.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Preparing and reviewing request for grants.
- Preparing clear, accurate and grammatically correct reports, records and other written materials.
- Making sound, independent decisions as a shift leader and in emergency situations.
- Identifying and being responsive to community issues, concerns and needs.
- Entering information into a computer with sufficient speed and accuracy to perform the work.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to graduation from a four year college or university with major course work in criminology, law enforcement, social or police science, public administration or a field related to the work and three years of supervisory experience in the police service equivalent to the level of Sergeant or above.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record. Must possess a valid advanced certificate issued by the California State Commission on Peace Officer Standards and Training (P.O.S.T.) and possess and maintain firearms qualification. Possession of P.O.S.T. supervisory and management certificates is desirable.

Working Conditions:

Must be willing to work overtime and/or an evening, night, weekend and holiday shifts, pass a detailed background investigation and work with exposure to potential life threatening circumstances.

Physical Demands:

Must meet and maintain P.O.S.T. physical and psychological and medical standards, including mobility and physical strength and stamina to respond to emergency situations and apprehend suspects, to work in a standard office setting and to operate a motor vehicle; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person and before groups.

POLICE OFFICER**Definition**

Under general supervision of a Police Sergeant, performs a wide variety of patrol and related duties involving the prevention of crime, the protection of life and property and the enforcement of laws and ordinances; makes investigations, assists in the preparation of cases and testifies in court; serves in specialized departmental roles as assigned; provides information and assistance to the public; and performs related work as required.

Class Characteristics

This sworn law enforcement class performs all non-supervisory assignments found in a municipal police department. While incumbents are normally assigned to a specific geographic area for patrol or traffic enforcement, all functional areas of the law enforcement field are included due to the size and organization of the department. Successful performance of the work requires a team-oriented individual who takes pride in serving the community, is flexible and a problem-solver, and is highly motivated and able to motivate others. This class is distinguished from Police Sergeant in that the latter is the first supervisory level in this sworn class series.

Examples of Duties (Illustrative Only)

- Patrols the Town in an assigned area in a radio dispatched automobile to secure life and property, observe situations and deter crime by providing high visibility.
- Responds to emergency calls for service, alarms, disturbances, thefts, burglaries, vehicle accidents, domestic disputes, suspicious activities and other incidents to protect public safety and property, resolve problems, diffuse situations and enforce laws and ordinances.
- Provides information, directions and assistance to the public in a variety of situations; takes reports and assists the public with complaints or unusual situations, such as lockouts or marking abandoned vehicles.
- Observes, monitors and controls routine and unusual traffic situations; stops and warns drivers or issues citations as appropriate; provides direction and traffic control in accident or incident situations, special events or other congested situations.
- Makes arrests and serves warrants and subpoenas; takes individuals into custody and transports them for medical clearances and booking at a County facility as required.
- Secures crime scenes and evidence; interviews suspects, victims and witnesses; collects and preserves evidence; performs follow-up investigations and/or cooperates with other law enforcement agencies providing investigating and case development support.
- Assists the Town Attorney and the District Attorney staff in preparing, documenting and developing cases and gathering information; testifies in court as required.
- Prepares reports; prepares and maintains logs, records and accurate files.
- Performs and coordinates specific program or project areas, such as:

- K-9 officer;
 - School Resource officer,
 - Range master and firearms training;
 - Equipment and vehicle acquisition and maintenance;
 - Crime prevention; and/or
 - Field Training officer.
- Provides mutual aide to other law enforcement agencies as dispatched and in accordance with departmental policy.
 - When on patrol, surveys the Town for maintenance or safety problems and reports this need to Town staff.

Qualifications

Knowledge of:

- Law enforcement principles, practices and techniques related to patrol, traffic enforcement, crime scene control and investigation, protection of life and property, pursuit, apprehension and transport of suspects.
- Investigation and identification techniques and equipment.
- Rules of evidence regarding search and seizure and the preservation of evidence.
- Courtroom procedures and techniques for testifying.
- Applicable laws, codes, ordinances and court decisions.
- Safety practices and equipment related to the work, including the safe use and proper care of firearms.
- Computer applications related to the work.
- Techniques of first aid and CPR.
- Techniques for dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone, often when relations may be confrontational or stressed.

Skill in:

- Observing accurately recalling faces, names, descriptive characteristics, facts of incidents and places.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Preparing clear, accurate and grammatically correct reports, records and other written materials.
- Making sound, independent decisions in emergency situations.
- Operating the equipment and vehicles of the department in a safe and responsible manner.
- Coordinating and carrying out special assignments.
- Understanding and carrying out oral and written directions.
- Entering information into a computer with sufficient speed and accuracy to perform the work.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to graduation from high school and completion of an accredited police academy. Two years of college level course work in criminal justice and/or a related field and/or volunteer law enforcement experience is desirable.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record. Must possess a valid basic certificate issued by the California State Commission on Peace Officer Standards and Training (P.O.S.T.) and possess and maintain firearms qualification.

Working Conditions:

Must be willing to work evening, night, weekend and holiday shifts, pass a detailed background investigation and work with exposure to difficult circumstances, including exposure to hazardous materials and all weather conditions.

Physical Demands:

Must meet and maintain P.O.S.T. physical and psychological and medical standards, including mobility and physical strength and stamina to respond to emergency situations and apprehend suspects, lift and move individuals or objects weighing to 150 pounds; ability to work in a standard office setting and to operate a motor vehicle; vision to maintain firearms qualification, to read printed materials and a computer screen, discern colors and work in a night setting; and hearing and speech to communicate in person and before groups in person and over the telephone and radio.

POLICE SERGEANT**Definition**

Under general supervision of a Police Lieutenant, plans, schedules, deploys, supervises and reviews the work of officers on an assigned shift; performs the full range of patrol and related duties involving the prevention of crime, the protection of life and property and the enforcement of laws and ordinances; makes investigations, assists in the preparation of cases and testifies in court; serves in specialized departmental roles; learns and assists with administrative functions for the department; and performs related work as required.

Class Characteristics

This is the first full supervisory level in the sworn peace officer series, responsible for all activities on an assigned shift and for assisting with overall department management and multi-agency activities as assigned. Responsibilities include both patrol watch command and the performance of a variety of administrative duties. Successful performance of the work requires a team-oriented individual who takes pride in serving the community, is flexible and a problem-solver, and is highly motivated and able to motivate others. This class is distinguished from Police Lieutenant in that the latter is the department mid-management level, and also serves as second-in-command to the Police Chief.

Examples of Duties (Illustrative Only)

- Plans, schedules, organizes, assigns, reviews and evaluates the work of the sworn staff on an assigned shift.
- Provides input into selection, disciplinary and other personnel matters; may counsel employees as required.
- Trains staff in work procedures; reviews and approves reports prepared by sworn and non-sworn staff.
- Oversees, reviews and evaluates a variety of departmental programs and activities; may represent the department and the Town in contacts with other law enforcement agencies.
- Schedules the work of employees to provide for coverage and makes day-to-day assignments as required by the needs of the department.
- Assists in the preparation and administration of the departmental budget.
- Performs the full range of patrol duties, including:
 - ... Patrolling the Town in an assigned area in a radio dispatched automobile to secure life and property, observe situations and deter crime by providing high visibility.
 - ... Responding to emergency calls for service, alarms, disturbances, thefts, burglaries, vehicle accidents, domestic disputes, suspicious activities and other incidents to protect public safety and property, resolve problems, diffuse situations and enforce laws and ordinances.
 - ... Providing information, directions and assistance to the public in a variety of situations.
 - ... Observing, monitoring and controlling routine and unusual traffic situations; stopping and warning drivers or issuing citations as appropriate; providing direction and traffic control in accident or incident situations, special events or other congested situations.

... Making arrests and serving warrants and subpoenas; taking individuals into custody and transporting them for medical clearances and booking at a County facility as required.

... Securing crime scenes and evidence; interviewing suspects, victims and witnesses; collecting and preserving evidence; performing follow-up investigations and/or cooperating with other law enforcement agencies providing investigating and case development support.

... Assisting the Town Attorney and District Attorney staff in preparing, documenting and developing cases and gathering information; testifying in court as required.

- Provides mutual aide to other law enforcement agencies as required and in accordance with departmental policy.

Qualifications

Knowledge of:

- Law enforcement principles, practices and techniques related to patrol, alarm response, traffic enforcement, crime scene control and investigation, protection of life and property, pursuit, apprehension and transport of suspects.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation and the training of staff in work procedures.
- Investigation and identification techniques and equipment.
- Rules of evidence regarding search and seizure and the preservation of evidence.
- Courtroom procedures and techniques for testifying.
- Applicable laws, codes, ordinances and court decisions.
- Safety practices and equipment related to the work, including the safe use and proper care of firearms.
- Computer applications related to the work.
- Techniques of first aid and CPR.
- Basic budgetary and program evaluation practices.
- Techniques for dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone, often when relations may be confrontational or stressed.

Skill in:

- Planning, scheduling, assigning, supervising, reviewing and evaluating the work of sworn and non-sworn staff on an assigned shift.
- Training staff in work procedures.
- Overseeing and evaluating programs and projects.
- Observing accurately, recalling faces, names, descriptive characteristics, facts of incidents and places.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.

- Preparing clear, accurate and grammatically correct reports, records and other written materials.
- Making sound, independent decisions in emergency situations.
- Operating the equipment and vehicles of the department in a safe and responsible manner.
- Coordinating and carrying out special assignments.
- Entering information into a computer with sufficient speed and accuracy to perform the work.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to the completion of two years of college or possession of an Associate of Arts degree in criminal justice, law enforcement or a related field, and three years of experience as a sworn law enforcement officer. Additional experience as a sworn officer may be substituted on a year-for-year basis.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record. Must possess a valid intermediate certificate issued by the California State Commission on Peace Officer Standards and Training (P.O.S.T.) and possess and maintain firearms qualification. Possession of a P.O.S.T. supervisory certificate is desirable.

Working Conditions:

Must be willing to work evening, night, weekend and holiday shifts, pass a detailed background investigation and work with exposure to difficult circumstances, including exposure to hazardous materials and all weather conditions.

Physical Demands:

Must meet and maintain P.O.S.T. physical and psychological and medical standards, including mobility and physical strength and stamina to respond to emergency situations and apprehend suspects, lift and move individuals or objects weighing to 150 pounds; ability to work in a standard office setting and to operate a motor vehicle; vision to maintain firearms qualification, to read printed materials and a computer screen, discern colors and work in a night setting; and hearing and speech to communicate in person and before groups in person and over the telephone and radio.

PUBLIC WORKS DIRECTOR/CITY ENGINEER**Definition**

Under administrative direction of the City Manager, plans, organizes and provides administrative direction and oversight for all public works functions and activities, which include infrastructure engineering, design and construction, streets and traffic control, underground lines, predevelopment plan review, engineering plan checking, permit approval, and facility, parks and infrastructure maintenance; provides expert professional assistance to Town management staff in areas of expertise; fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups; and performs related work as required.

Class Characteristics

The Public Works Director/City Engineer oversees and directs all activities of the Public Works Department, including short-and long-range capital improvement planning and development. Responsibilities include coordinating the activities of the department with those of other appointed officials and managing and accomplishing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering Town goals and objectives within general policy guidelines.

Examples of Duties (Illustrative Only)

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department; prepares and administers the department's budget.
- Plans, organizes, administers, reviews and evaluates the work of professional, technical, maintenance and office support staff through subordinate levels of supervision.
- Provides for the selection, training, professional development and work evaluation of department staff; authorizes discipline as required; provides policy guidance and interpretation to staff.
- Contributes to the overall quality of the department's service by developing, reviewing and implementing policies and procedures to meet legal requirements and Town needs.
- Performs the duties of the City Engineer as prescribed by State law and Town ordinances, including overseeing the preparation of engineering plans and specifications, the construction of public projects, and the administration of professional service, construction, maintenance and other contracts; approves plans for private development.
- Confers with and represents the department and the Town in meetings with members of the Council, members of boards and commissions, various governmental agencies, developers, contractors, business groups and the public.
- Prioritizes and allocates available resources; reviews and evaluates program and service delivery, makes recommendations for improvement and ensures maximum effective service provision.
- Prepares and directs the preparation of a variety of written correspondence, reports, procedures, ordinances and other written materials.
- Maintains and directs the maintenance of working and official departmental files.

- Monitors changes in laws, regulations and technology that may affect departmental operations; implements policy and procedural changes as required.

Qualifications

Knowledge of:

- Principles and practices of public works development, maintenance and management in a municipal setting.
- Principles and techniques of capital improvement engineering, design, construction, inspection, funding and long-term maintenance.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and concepts of municipal infrastructure maintenance, repair and replacement, including streets, facilities, underground lines and parks.
- Principles and practices of budget development, administration and accountability.
- Applicable laws, codes, regulations and standards related to the development of public and private property.
- Computer applications related to the work.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups and various professional, educational, regulatory and legislative organizations.
- Techniques for dealing with a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Planning, organizing, administering, coordinating, reviewing and evaluating a comprehensive public works design, engineering, construction and maintenance program.
- Administering programs and the work of staff directly and through a subordinate level of supervision.
- Selecting, training, motivating and evaluating the work of staff.
- Providing for the training and professional development of staff.
- Developing and implementing goals, objectives, policies, procedures, work standards and internal controls for the department.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Effectively representing the department and the Town in meetings with governmental agencies, community groups and various professional, educational, regulatory and legislative organizations.
- Preparing clear and concise reports, correspondence, policies, procedures and other written materials.
- Using tact, initiative, prudence and independent judgment within general policy and legal guidelines.

- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to graduation from a four year college or university with major course work in civil engineering or a field related to the work and four years of supervisory or administrative experience in either a public works setting or as a professional engineer working with public agencies.

License:

Must possess registration as a Professional Engineer in the State of California. Licensed Land Surveyor or authority to sign maps is desirable. Must possess a valid California class C driver's license and have a satisfactory driving record.

Physical Demands:

Must possess mobility to work in a standard office setting, to inspect various Town infrastructure, development and meeting sites and to operate a motor vehicle; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.

PUBLIC WORKS MAINTENANCE WORKER I/II**Definition**

Under general supervision of the Public Works Superintendent or a Public Works Supervisor, performs a variety of semiskilled work in the construction, modification, maintenance, repair and operation of Town infrastructure, including streets, the park and landscaped areas, trees, storm and sanitary sewers, buildings and facilities; and performs other related duties as required.

Class Characteristics

Public Works Maintenance Worker I is the entry-level into this maintenance class series. Initially under close supervision, incumbents with basic maintenance experience learn Town facilities, use of tools and equipment and a wide variety of practices and procedures. As experience is gained, assignments become more varied and are performed with greater independence. This class is alternately-staffed with Public Works Maintenance Worker II and incumbents may advance to the higher level after gaining the knowledge, skill and experience which meet the qualifications for and demonstrating the ability to perform the work of the higher-level class. This class may also be used for temporary or part-time staffing as determined by the needs of the Town.

Public Works Maintenance Worker II is the experienced-level class, capable of performing a wide variety of work to ensure that the public facilities and infrastructure of the Town are maintained in a safe and effective working condition. Responsibilities include performing work in all operational and maintenance areas, depending upon the immediate needs of the Town. While incumbents may have developed skills in one or more areas of activity, all are expected to be able to perform basic maintenance and repair in all areas of assignment. This class is distinguished from Public Works Supervisor in that the latter assigns, supervises, reviews and evaluates the work of Public Works Maintenance Workers in addition to performing daily field work.

Examples of Duties (Illustrative Only)

- Excavates and prepares potholes and excavations related to storm drain repair and for patching on streets.
- Loads cold and hot mix, asphalt and patching oil; applies and finishes as required.
- Removes concrete, builds forms and repairs curbs and gutters that have been damaged or need repair after underground line work; performs other concrete work around Town buildings as required.
- Cleans storm drains, and other appurtenances using a variety of hand and power tools and equipment; repairs and flushes a variety of underground mains and appurtenances.
- Uses an airless paint sprayer, mixes, thins and applies paint and stripes streets, crosswalks and stop sign bars; replaces reflective pavement markers and street signs.
- Determines the location of underground lines and marks them accordingly.

- Plants, waters, fertilize and removes annual and perennial plantings and maintains landscaped areas in an attractive condition.
- Mows and rakes grass areas; edges grass areas and removes weeds from landscaped and grass areas.
- Prunes hedges, shrubs and trees in the park and landscaped areas.
- Maintains playground equipment in a safe operating condition.
- If appropriately certified, applies herbicides and pesticides as required.
- Empties trash containers and removes trash from parks, landscaped areas and other Town properties.
- Plants, trims, waters, stakes and maintains Town park trees; removes dead or unwanted trees.
- Maintains public facilities, shop areas and other buildings in a clean and orderly condition, performing regularly assigned custodial work.
- Performs basic remodeling to Town facilities; paints the inside and outside of all Town buildings; removes graffiti and repairs vandalism.
- Repairs and replaces plumbing fixtures, as required; installs and repairs irrigation systems.
- Repairs, replaces and maintains interior and exterior lighting systems
- Performs minor maintenance on facilities such as replacing light bulbs and air filters; reports the need for major repair or maintenance.
- Troubleshoots maintenance and repair problems, determines materials and equipment required for repair; may purchase materials and supplies from established suppliers.
- Contacts residents to inform them of work to be performed.
- Operates a variety of vehicles and construction equipment.
- Inspects and performs service, minor maintenance and repair on a variety of hand and power tools, vehicles and equipment.
- Maintains logs and records of work performed and materials and equipment used.

Qualifications

Knowledge of:

- Maintenance principles, practices, tools and materials for maintaining and repairing a variety of facilities, buildings, grounds and equipment such as found in the Town.
- The operation and minor maintenance of a variety of hand and power tools, vehicles and power equipment.
- Safety equipment and practices related to the work, including the handling of hazardous chemicals.
- Applicable codes and regulations.
- Shop arithmetic
- Safe driving rules and practices.
- Basic traffic control procedures.

Skill in:

- Performing semiskilled construction, modification, maintenance and repair work on a variety of facilities, buildings, grounds and equipment such as found in the Town.

- Troubleshooting maintenance problems and determining materials and supplies required for repair.
- Using and maintaining tools and equipment related to the work skillfully and safely.
- Making accurate arithmetic calculations.
- Reading and interpreting construction drawings and specifications.
- Maintaining accurate logs, records and basic written records of work performed.
- Understanding and following oral and written directions.
- Working independently or in a team situation.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Education:

Equivalent to graduation from high school.

Experience:

Public Works Maintenance Worker I -- Six months of construction, maintenance or repair experience in at least one of the areas found in Town public maintenance work.

Public Works Maintenance Worker II -- In addition to the above, two years of semi-skilled maintenance experience in a variety of craft areas at a level equivalent to the Town's class of Public Works Maintenance Worker I.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record.

Working Conditions:

Must be available for regular standby assignments and work emergency overtime as required. Must be willing to work out of doors in all weather conditions and with exposure to traffic and potentially hazardous conditions.

Physical Demands:

Must possess strength, stamina and mobility to perform heavy physical work, use varied hand and power tools, drive a motor vehicle and heavy construction equipment and lift and move materials and equipment weighing to 90 pounds and heavier weights with the use of proper equipment; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio.

PUBLIC WORKS SUPERINTENDENT**Definition**

Under direction of the Public Works Director/City Engineer, plans, organizes and provides direction and oversight for all public works maintenance functions and activities, which include streets and traffic control, underground lines, and facility, parks and infrastructure maintenance; provides administrative support to the Director in areas of capital improvements, budget and a preventive maintenance program; and performs related work as required.

Class Characteristics

The Public Works Superintendent organizes and oversees all public works maintenance activities. This single-position class is at a management level and is responsible for providing non-engineering support to the Director in a variety of areas. While the incumbent may be requested to respond to emergencies or large-scale projects, the primary responsibilities are managerial, including coordination of the Public Works services activities with those of other Town departments and monitoring the quality of work performed on capital improvement and environmental projects. This class is distinguished from Public Works Director/ City Engineer in that the latter has overall management responsibility for the Public Works Department.

Examples of Duties (Illustrative Only)

- Develops and standardizes maintenance and operating procedures and methods to improve the efficiency and effectiveness of maintenance operations.
- Assists in the development and implementation of goals, objectives, policies, procedures and work standards for the department.
- Plans, organizes, schedules, assigns, reviews and evaluates the work of maintenance staff; provides for the training of staff in work procedures.
- Provides input into and assists in administering the department's budget; assists in the preparation of the Town's Capital Improvement Program.
- Provides for the selection of staff, authorizes discipline as required; provides policy guidance and interpretation to staff.
- Assists in preparing specifications, estimates and bids for machinery, equipment and contract services; administers specified contracts, inspects work in progress and authorizes payment for work performed.
- Prepares records related to work performed and materials and supplies used; researches special projects, evaluates alternatives, prepares reports and recommendations; writes correspondence, and responds to public inquiries and provides pertinent information.
- Prepares a variety of agenda reports under the direction of the Public Works Director.
- Monitors technological and regulatory changes that affect Town maintenance activities; recommends changes to procedures and implements such changes after approval.

- Oversees safety practices and ensures that the Town is in compliance with state and federal safety regulations.
- Issues minor encroachment permits and inspects encroachment and capital improvement project work for compliance with Town standards and government codes.
- Maintains accurate records and files.
- Responds to emergencies as required; coordinates activities with other responders to provide effective response; directs the work of staff and utilization of resources to affect repair and ensure the safety of the community.

Qualifications

Knowledge of:

- Policies, procedures, equipment, materials and supplies related to the construction, operation, maintenance and repair operation of public works infrastructure and facilities found in a municipal setting, including streets, sidewalks, buildings, and storm sewer lines.
- Policies, procedures, equipment, materials and supplies related to the development of parks, landscaped areas and street trees.
- Safety practices and procedures related to the work.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation and the training of staff in work procedures.
- Basic principles of developing and administering a maintenance budget and a Capital Improvement Program.
- Applicable laws, codes and regulations.
- Computer applications related to the work.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups and the public.
- Techniques for dealing with a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Planning, organizing, scheduling, assigning, reviewing and evaluating the work of staff.
- Training staff in work procedures and safety practices.
- Estimating material, equipment and staff requirements for construction and maintenance projects.
- Overseeing and evaluating programs and projects.
- Assisting in developing and implementing goals, objectives, policies, procedures, work standards and internal controls for the department.
- Reading and interpreting construction and landscape plans, specifications and contract documents.
- Interpreting, applying and explaining complex codes, regulations and procedures.

- Effectively representing the department and the Town in meetings with governmental agencies, community groups and various professional, educational, regulatory and legislative organizations.
- Preparing clear and concise reports, correspondence, procedures and other written materials.
- Maintaining accurate records and files.
- Using tact, initiative and sound independent judgment within general policy and procedural guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to completion of two years of college or possession of an Associate of Arts degree with major course work in a field related to the work and three years of supervisory or administrative experience in a public works operations and/or maintenance setting. Possession of a Bachelor's Degree in business or public administration, construction technology, engineering or a related field is desirable.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record.

Working Conditions:

Must be willing to work overtime or respond off-hours to various emergency situations.

Physical Demands:

Must possess mobility to work in a standard office setting, to inspect various Town infrastructure sites, including climbing ladders and stairs, attend meetings and to operate a motor vehicle; strength to perform some physical work in emergency situations; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.

PUBLIC WORKS SUPERVISOR

Definition

Under direction of the Public Works Superintendent, plans, organizes and provides direction and oversight for daily public works maintenance functions and activities, which include streets and traffic control, underground lines, and facility, parks and infrastructure maintenance; inspects, troubleshoots and personally performs public works, facility and parks maintenance work; and performs related work as required.

Class Characteristics

The Public Works Supervisor organizes, oversees and participates in public works maintenance activities in an assigned area of responsibility: either streets or parks and facilities. This class is a first-level supervisory position, responsible for providing day-to-day crew oversight, work assignment and review and the regular performance of physical work. This class is distinguished from Public Works Director Superintendent in that the latter is a management class with responsibility for all maintenance and capital improvements activities, as well as the development of a preventive maintenance program and the provision of support to the Public Works Director/City Engineer.

Examples of Duties (Illustrative Only)

- Plans, organizes, schedules, assigns, and reviews the work of maintenance staff; provides for the training of staff in work procedures.
- Inspects maintenance and repair projects; reviews work orders; advises the Superintendent regarding materials, supplies, equipment and staff required to perform the work and ensures that all requirement resources are available to accomplish the project.
- Assists in the selection of staff, recommends discipline as required.
- Investigates and resolves resident complaints regarding public work and parks matters.
- Assists the Superintendent in inspecting work in progress and upon completion to ensure compliance with standard specifications and Town standards.
- Recommends and implements maintenance and operating procedures and methods to improve the efficiency and effectiveness of maintenance operations.
- Assists in the development and implementation of goals, objectives, policies, procedures and work standards for the department.
- Reads and interprets plans, specifications and survey stakes.
- Performs the full range of field work of a Public Works Maintenance Workers, such as:
 - ... Excavating and preparing potholes and excavations related to storm drain repair and for patching on streets and walkways.
 - ... Loading cold and hot mix, asphalt and patching oil; applying and finishing as required.
 - ... Removing concrete, building forms and repairing curbs and gutters.

- ... Cleaning storm drains, sidewalks, and other appurtenances using a variety of hand and power tools and equipment.
- ... Planting, watering, fertilizing and removing annual and perennial plantings and maintaining landscaped areas in an attractive condition.
- ... Mowing and raking grass areas; edging grass areas and removing weeds from landscaped and grass areas.
- ... Pruning hedges, shrubs and trees in the park and landscaped areas.
- ... Maintaining playground equipment in a safe operating condition.
- ... If appropriately certified, applying herbicides and pesticides as required.
- ... Maintaining public facilities, shop areas and other buildings in a clean and orderly condition.
- ... Performing basic remodeling to Town facilities; painting the inside and outside of Town buildings; removing graffiti and repairs vandalism.
- Prepares records related to work performed and materials and supplies used
- Responds to emergencies as required; coordinates activities with other responders to provide effective response; directs the work of staff and utilization of resources to affect repair and ensure the safety of the community.

Qualifications

Knowledge of:

- Policies, procedures, equipment, materials and supplies related to the construction, operation, maintenance and repair operation of public works infrastructure and facilities found in a municipal setting, including streets, sidewalks, buildings and storm sewer lines.
- Policies, procedures, equipment, materials and supplies related to the maintenance of parks, landscaped areas and street trees.
- Safety practices and procedures related to the work.
- Principles and practices of employee supervision, including work planning, assignment and review and the training of staff in work procedures.
- Applicable laws, codes and regulations.
- Computer applications related to the work.
- Techniques for effectively representing the Town in contacts with community groups and the public.
- Techniques for dealing with a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Planning, organizing, scheduling, assigning and reviewing the work of staff.
- Training staff in work procedures.
- Assisting in developing and implementing goals, objectives, policies, procedures, work standards and internal controls for the department.
- Interpreting, applying and explaining complex codes, regulations and procedures.

- Effectively representing the department and the Town in meetings with governmental agencies, community groups and the public.
- Maintaining accurate records and files.
- Using tact, initiative and sound independent judgment within general procedural guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to graduation from high school and four years of journey-level experience in a public works operations and/or maintenance setting.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record.

Working Conditions:

Must be willing to work overtime or respond off-hours to various emergency situations.

Physical Demands:

Must possess mobility to work in a standard office setting, to inspect various Town infrastructure sites, including climbing ladders and stairs, attend meetings and to operate a motor vehicle; strength to perform physical work in on a regular basis; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.

SENIOR BUILDING INSPECTOR/PLAN CHECKER**Salary Range \$5,804.63 - \$6,675.33 per month****Definition**

Under general supervision of the Planning Administrator/Building Official, performs complex combination inspections of building sites to enforce all applicable laws and codes; may supervise the work of subordinate staff including Building Inspector/Plan Checkers; checks the work product of subordinate staff; performs non-structural plan checking on a variety of residential construction and modification; provides a variety of information to property owners, developers, architects, engineers and contractors; and performs related work as required.

Class Characteristics

The class has responsibility for lead oversight of building plan review and building inspection activities on a day-to-day basis. Responsibilities also include providing technical support, issuing permits, enforcement of varied codes and public works inspection. This class is distinguished from the Building Inspector/Plan Checker in that the Senior Building Inspector/Plan Checker acts as lead staff; may supervise subordinate staff, perform more complex inspections, and verify the work of subordinate staff and identify needed corrections. This class requires a higher level of experience and knowledge than the Building Inspector/Plan Checker position. This class is distinguished from the Planning Administrator/Building Official in that the latter plans, organizes, provides administrative direction and oversight and participates in all planning, plan checking, building inspection, zoning administration and related activities for private and public construction for the Town.

Examples of Duties (Illustrative Only)

- Performs lead work and oversight of the day-to-day functions related to plan checking, building inspection and building permit issuance for the Town.
- Assigns inspections to Building Inspector/Plan Checkers and reviews their work products.
- Supervises and reviews the work of independent contract building inspectors and plan checkers.
- Reviews requests for building permits; approves permits and determines appropriate fees.
- Performs non-structural plan checking for code compliance.
- Inspects new and existing residential properties for conformance to codes, regulations, plans, specifications and standards related to foundations, framing, electrical, plumbing, access, life safety, energy compliance and other functional elements.
- Makes final inspections and issues certificates of occupancy.
- Confers with and provides information to developers, engineers, architects, property owners, contractors and others regarding code requirements and alternatives; resolves complaints and problems.
- Investigates complaints regarding existing buildings or new construction to determine if code violations or problem conditions exist; reviews buildings for business usage, zoning requirements and for occupancy after fires or other occurrences.

- Reviews and approves applications for architectural variances, rezoning, signs, use permits and other variances.
- Consults with the Planning Administrator/Building Official and City Attorney regarding legal aspects of planning and building matters.
- Inspects Town construction and maintenance projects performed by contractors for conformance to plans, specifications and codes.
- Prepares a variety of correspondence, reports, procedures and other written materials.
- Maintains accurate records and files.
- Represents the Town in meetings with members of other public and private organizations, community groups, contractors, developers and the public.

Qualifications

Knowledge of:

- Principles of personnel supervision and training.
- Building, plumbing, electrical, mechanical, life safety, energy and related codes as covered in Title 24.
- Construction methods, materials, tools and equipment used for current complex residential construction.
- Practices for documenting inspections, correcting violations and carrying through on court procedures.
- Applicable codes, ordinances and regulations, including applicable safety standards.
- Computer applications related to the work.
- Concepts and practices of non-structural plan review.
- Techniques for effectively representing the Town in contacts with governmental agencies, community groups and various professional, educational, regulatory and legislative organizations.
- Techniques for dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Supervising and reviewing the work of Building Inspectors/Plan Checkers.
- Explaining codes and regulations to developers, engineers, architects, property owners and others.
- Interpreting, applying and explaining complex laws codes regulations and ordinances.
- Reviewing and interpreting plans and specifications.
- Analyzing facts and providing good independent judgment.
- Effectively representing the Town in meetings with governmental and regulatory agencies, community groups, property owners, contractors, developers, business owners and the public.
- Preparing clear and concise reports, correspondence and other written materials.
- Maintaining accurate records and files.

- Organizing and prioritizing work and meeting critical deadlines.
- Using tact, initiative and independent judgment within established procedural guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to completion of two years of college or possession of an Associate of Arts degree with major course work in construction technology or building inspection or a field related to the work and four years of in any combination of building inspection, plan checking, construction contracting or work that will have provided the required knowledge and skills. Experience in performing work as described above may be substituted for the education on a year for year basis to a maximum of two years. A minimum of four years of experience as a Building Inspector.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record. Must possess at least one ICC building inspection certification.

Physical Demands:

Must possess mobility to work in a standard office setting, to operate a motor vehicle and to inspect various construction sites; vision to read printed materials and a computer screen and note make inspections as noted above; and hearing and speech to communicate in person and over the telephone.

Approved by Council: February 19, 2003

TOWN ARBORIST/PUBLIC WORKS SPECIALIST**Definition**

Under direction of the public works Director/City Engineer, enforces Town ordinances regarding heritage trees and landscape screening; acts as a technical advisor regarding forestry practices on public and private property; serves as staff to the tree and Solid Waster Reduction Committees; provides a variety of technical support to the department in the processing of plans and permits and attendance at a variety of regulatory meetings; and performs related work as required.

Class Characteristics

This single-position class provides expert technical assistance to the Town in the area of tree conservation and removal and landscape development and renovation. In addition, the incumbent reviews plans, issues permits and provides a variety of technical support to the department regarding Town-owned landscape, park and tree maintenance. The work also includes program and project oversight in areas such as waster management and reduction and water pollution prevention. This class is distinguished from Public Works Superintendent and Public Works Director/City Engineer in that the latter are management classes with responsibility for all capital improvement, engineering and maintenance activities for the Town.

Examples of Duties (Illustrative Only)

- Inspects trees on public and private property to determine condition, mitigation requirements, protection from site construction and if removal is necessary or allowed under the Town's Heritage Tree Ordinance.
- Reviews plans and specifications and inspects properties to determine if landscaping is in accordance with the Town's Landscape Screening Ordinance.
- Responds to emergency situations and calls regarding possible violations of ordinances; coordinates activities with other responders to provide effective response; directs the work of staff and utilization of resources to effect mitigation and ensure the safety of the community.
- Inspects contract work in progress and upon completion to ensure compliance with standard specifications and Town standards.
- Provides program and project oversight in areas such as waster management and reduction and water pollution prevention.
- Interprets, applies and explains a variety of policies, regulations and ordinances in person and over the telephone; assists contractors, homeowners and the public in completing forms; calculates fees and issues required permits.
- Prepares bid specifications and contracts for landscape and tree maintenance and removal.
- Inspects work performed by contractors and Town staff; trains staff in safety procedures and the proper use of equipment and tools.
- Reviews grant requests; researches and evaluates guidelines and costs and prepares grant proposals related to areas of assignment.

- Prepares staff reports for and makes presentations to the Town Council and other Boards, Commissions and Committees; represents the Town in meetings with professional, educational, community, governmental and regulatory organizations.
- Prepares a variety of educational materials, correspondence, reports, media releases, revisions to ordinances, resolutions and awards.
- Organizes and participates in special activities related to Arbor Day, tree planting and related functions.

Qualifications

Knowledge of:

- Policies, procedures, equipment, materials and supplies related to tree, park and landscape development and maintenance.
- Basic principles and practices of horticultural science and arboriculture.
- Methods of tree protection and preservation at construction sites.
- Equipment, tools, and materials related to the work.
- Safety practices and procedures related to the work.
- Applicable laws, ordinances, codes and regulations.
- Computer applications related to the work.
- Standard office procedures and practices, including correct written English and the operation of standard office equipment.
- Techniques of effectively representing the Town in contacts with community groups and the public.
- Techniques for dealing with a wide variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Inspecting trees and landscaped areas for conformance to ordinances, appropriate horticultural and arboricultural practices and mitigation requirements.
- Interpreting, applying, explaining and enforcing complex codes, regulations and procedures.
- Training Town staff and contractors in appropriate work procedures.
- Effectively representing the department and the Town in meetings with governmental agencies, community groups and the public.
- Preparing clear and concise procedures, ordinances, reports, correspondence and other written materials.
- Maintaining accurate records and files.
- Using tact, initiative and sound independent judgment within general procedural guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to completion of two years of college or possession of an Associate of Arts degree in horticulture, arboriculture or a closely related subject and three years of experience in landscape, tree or park development or maintenance.

License:

Must possess a valid California class C driver's license and have a satisfactory driving record. Certification as an arborist by the International Society of Arboriculture is highly desirable.

Working Conditions:

Must be willing to work overtime or respond off-hours to various emergency situations.

Physical Demands:

Must possess mobility to work in a standard office setting, to inspect various Town locations, attend meetings and to operate a motor vehicle; strength to perform physical work in on an occasional basis; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: CHIEF MIKE GUERRA

DATE: FOR THE MEETING OF AUGUST 18, 2009

SUBJECT: INTRODUCTORY REPORT ON ATHERTON POLICE STAFFING

Recommendation(s):

No recommendation.

Purpose:

One measure of the organizational effectiveness and efficiency of the Atherton Police Department is to periodically evaluate current processes, strategies, and structures to ensure the organization continues to meet the needs of the community and to continually work toward improving our services. As part of our ongoing internal strategic planning, review and evaluation process, staff is once again analyzing police operations to ensure they are congruent with our values-based policing philosophy. Even though a complete study will take some time, the issue of police staffing has been an important topic for discussion within Atherton and San Mateo County. Staff believes it is important to provide the preliminary results of our analysis to date on this topic to aid Council in their decision-making and governance process. Consequently, staff has prepared an introductory analysis of police service needs.

The structure of police organizations, like any other organizations has core business processes that serve as a foundation. Support and management processes are added to support the core foundation. In the case of Atherton PD, Patrol is our core or foundation. Dispatch, traffic, administration, investigations, etc. help support Patrol and enhance the scope of service that originates from Patrol. For example, a call for service is received by Dispatch, which is then given to units in the field who respond to the call. If the call results in a criminal investigation it may require a complex follow-up investigation that is

beyond the training and aptitude level of patrol officers and may require specialized investigative abilities that a Detectives possesses

Method of Analysis

One of the challenges for this type of analysis is that there is no accepted cookie-cutter industry standard for determining police staffing needs. A ratio of police officers per 1000 residents is often cited from the annual FBI Uniform Crime Reports (UCR). However, this approach does not address socio-economic and cultural variables such as: crime rates and trends, per-capita income, population density, poverty, commuter populations, educational levels, the perceived degree of public trust toward police, etc. While ratios such as those listed in the annual UCRs are useful, they are one of many factors that are used to determine police staffing needs. The industry uses several models or a combination of models to analyze community law enforcement needs and determine police staffing.

Three popular models within the industry are considered “best practices” because they include variables other than the rudimentary census population to officer ratio. However, there is The International Association of Chiefs of Police Patrol Allocation Model (IACP-PAM, See Attachment “A”). Second, there is the International City Managers Association (ICMA) model; and third there is the Northwestern University PAM model. For purposes of the introductory analysis, the Northwestern model was not used because it involves extensive data mining, which is only partially completed due to limited staffing resources. However, the IACP and ICMA models are similar in scope and analysis allowing staff to effectively use these approaches to analyze staff and resource needs. In the future, the Northwestern model may be considered by staff if the two other models do not provide the necessary depth of information for analysis.

In addition, accreditation programs seek to improve the delivery of public safety services, primarily by:

- Maintaining a body of standards, developed by public safety practitioners,
- Covering a wide range of up-to-date public safety initiatives,
- Establishing and administering an accreditation process,
- Recognizing professional excellence.

While it is recognized within the industry that California law enforcement leads the nation in ethical standards, policies and procedures, technology, and tactics; it is useful to refer to the standards adopted by The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). For a fee, organizations can become accredited by this organization by passing their rigid requirements. CALEA’s standards are very close to what the industry standards are within California so it was useful to use CALEA standards for our analysis. CALEA’s goals are to:

- ◆ Strengthen crime prevention and control capabilities;
- ◆ Formalize essential management procedures;
- ◆ Establish fair and nondiscriminatory personnel practices;

- ◆ Improve service delivery;
- ◆ Solidify interagency cooperation and coordination; and
- ◆ Increase community and staff confidence in the agency.

CALEA'S Standard #16 states:

Standards in the first section are intended to encourage the appropriate deployment of police department personnel through the use of (1) workload assessments and (2) computer-based or manual methods of personnel allocation and distribution. Workload assessments are not necessarily scientific determinations of needs for service but rather involve deliberations to ascertain the number of personnel necessary to complete a specific number of tasks or to fulfill certain objectives. In contrast some systems for allocating patrol, traffic, and investigative personnel and for distributing patrol personnel may use computer based technology or specific formulas for deploying personnel. While the patrol component of the agency is usually analyzed more frequently to determine workload and establish reasonable response times to calls for service, all components of the agency should be periodically assessed for workload and service demands to ensure the best possible service to the public (CALEA Accreditation Standards 2007).

With any comparative study, there is a challenge to make an apples-to-apples comparison. While this is possible in many research disciplines, it is very difficult to accomplish in a study involving people and their communities. It is often easier to compare major cities with populations over 300,000 than it is to compare small communities because there are more similarities in urban environments than in suburban and rural environments. The uniqueness of Atherton within San Mateo County, the San Francisco Bay Area, and even within the United States presents unique challenges when drawing comparisons between like communities. As this report will show, in many cases it is an apple to orange comparison even when comparing Atherton to its neighbors. However, in some cases comparisons can be made in the context of varieties of apples such as; a Macintosh versus a Granny Smith, etc. For example, Atherton compared to Hillsborough, Woodside or Portola Valley.

Authorized Positions

Currently, Atherton PD has two budgeted but unfilled positions, and two unfunded positions for a total of four police officer positions currently held vacant. In addition, one Dispatcher/Records Clerk position was unfunded last fiscal year and continues to be unfunded in this current fiscal year, and currently held vacant. The authorized positions for the PD are different than the positions that are both authorized and funded for FY 2010-11. In the table below, you can see the difference:

Position	Total Funded & Unfunded FY 2010-11	Funded FY 2010-11	Sworn Constitutional Officer
Police Chief	1	1	Yes
Lieutenant	1	1	Yes
Patrol Sergeants	4	4	Yes
Detective Sergeant	1	1	Yes
Communications & Records Supervisor	1	1	No
Executive Assistant	1	1	No
Police Officers	14	12	Yes
Dispatcher/Records Clerk	4	3	No
Community Service Officer/Dispatcher	1	1	No
Total	28	25	Approx. 12% staff reduction

This introductory report essentially serves as a progress report on what our analysis has gleaned so far in the process. When reviewing this report be mindful that it is incomplete. One of the major areas for analysis is PD's communications and records center, which is not included because an external study is going to be conducted. What is included in this analysis is how PD determines staffing levels and what factors are used to evaluate and configure positions to meet the community's expectations.

Background:

Introduction

The main reason for this analysis was to provide a framework for discussing the current and future workforce of the Atherton Police Department. A geographic area may be densely or sparsely populated, or a mix of commercial and residential uses. The socio-economic status of a community also contributes to policing needs that are not reflected in simplistic mathematical ratios. The transient population must also be considered in terms of students attending schools, daily workforce, Monday through Friday commuting, etc. All of these factors plus the identity and culture of the community dictate what are the needs of the community, what value they place on public safety, and the relationship the community will have with its police department.

Nature of Policing

Providing police services for a community is fundamentally different from other public services provided to a community. For instance, Allied Waste sends rubbish collection vehicles to every home in Town on a regular, planned route. These workers go street by street knowing that on Mondays they collect rubbish on the east side of town and on Thursdays they will collect rubbish on the west side of town. Employees know where they are going, and with only slight variation will know how long it will take them to do their job.

In contrast, the Atherton Police Department functions slightly different. Police patrol units are sent to homes that call for help, or an officer may stop at a home while on patrol because he or she sees activity that warrants an intervention on their part. The nature of patrol operations dictates that patrol patterns are far from regular. Not only is where they go on a particular day unknown before a call for service rings into the dispatch center, but the types and frequency of calls vary from day to day and hour to hour.

Planning for the delivery of police services is different from planning for the delivery of Allied Waste services. If we reversed the situation and Allied Waste received random calls for rubbish collection, our call takers might tell residents, “We are doing the best we can and it will all be eventually picked up.” However, the Atherton Police would never want to tell residents that, “We will send a police car eight hours or a day from now.” Instead, the police department has to buy and maintain enough equipment and hire enough personnel to handle the peak work volume at all times. With the high cost of equipment, salaries and benefits for 24/7 operations, the Town of Atherton needs to have no more than what is necessary to do the job both effectively and efficiently.

Assumptions

This report was prepared with several assumptions. First, the Atherton community has a desire to maintain or improve our 97% overall customer satisfaction score for the law enforcement organization servicing the community (Survey commissioned by Town Council in 2006). The second assumption is that the law enforcement organization needs to provide services that meet the Town’s cultural expectations. A third assumption is that law enforcement services should be provided at the lowest cost possible while still satisfying the community’s expectations. Fourth, the MOU between the APOA and the Town continues to allow 12-hour shifts under FLSA regulations. Finally, the Atherton community desires to have information provided that will enable the community to make informed decisions regarding what they want for police services.

Limitations

The data collected for this analysis was limited in many cases to 2006 and 2008 information, which was due to the time constraints for conducting this type of research, and finding sources of consistent data for multiple communities and law enforcement organizations. There is also the issue of data validity. Most of the demographic data was obtained from two secondary data sources, which were citydata.com and neighborhoodscout.com. They were one of the few readily available sources that had any information concerning North Fair Oaks and West Menlo Park, which was important to include with data from the same source for Atherton, Woodside, Portola Valley, and other neighboring communities. As a result, things like per capita income from Atherton and other communities may not reflect 2010 levels. However, there is probably some degree of consistency between communities in 2006/2008 and today that is useful for the purposes of this report, which is to show there are significant differences between Atherton and her south-county neighbors.

The crime data is also dated by a few years. The most current Department of Justice data for states, cities, and counties is from 2008. The 2009 data will be available sometime in 2010.

Additionally, the California Commission on Peace Officer Standards and Training (POST) will be analyzing the need for a communications center in Atherton. Earlier this year, Chief Guerra asked the Peace Officers Standards and Training Administration (POST) to conduct this study. The request was approved by the Executive Director of POST and we are awaiting a timeline. We were initially told sometime in April 2010, but the study has been delayed and there is no official start date. Consequently, an in-depth discussion of the communications center and staffing is not included in this report.

This analysis will only introduce potential funding sources for specific programs within the Department such as, K-9. This report will not discuss outsourcing options, not opportunities to solicit business for Atherton PD.

Historical Introduction

Atherton has unique characteristics when compared to other communities within San Mateo County, within the State of California and the United States. For instance, in many popular studies including Forbes magazine Atherton is often ranked as one of the five wealthiest communities in the United States. However, geographically Atherton's neighbors have some of the lowest educational and income levels, along with the highest percentage of population at or below the poverty index within San Mateo County. This presents unique challenges for Atherton PD that Hillsborough PD and the San Mateo Co. Sheriff's Office who provides law enforcement for North Fair Oaks, Portola Valley and Woodside do not have.

This report also attempts to incorporate the unique characteristics of Atherton. When possible, comparisons were limited to cities with similar characteristics in both overall makeup and policing challenges. Numerical comparisons can be done with any jurisdiction, but policing is very different in Redwood City than in Atherton let alone in San Francisco or New York City. Generally policing in the West is done with fewer sworn personnel, and Policing tactics particularly in California are very consistent from city to city. Municipal comparisons should be viewed with these factors in mind.

Volunteers

Atherton residents have a long history of volunteering to assist their Police Department. For example, Chief Richard Moore established the Citizen's Crime Prevention Task Force. For many years, this group funded and organized the bi-annual town hall style community meetings held at Encinal and Las Lomas schools. At these meetings, residents learned about crime trends, and they learned from our officers and staff what services and programs were offered by the PD. In preparation of this report, staff came

across photos of the late Dispatcher Glenn Blick giving a presentation in front of 200-300 residents at Encinal school about the 9-11 system and residential security check program.

The Crime Prevention Task Force was also responsible for producing the Atherton Residents Handbook and distributing the emergency transistor radios to every home in Atherton by going door-to-door. In addition, when a pattern of burglaries emerged, they helped notify residents in the affected areas to exercise crime prevention strategies. They are also responsible for hosting the annual all-schools meeting for the PD.

Besides the Crime Prevention Task Force, the PD has a newly formed Radio Support Team that includes two residents. These two residents helped design and build Atherton’s Field Command Vehicle that contains a radio system that will ensure Atherton is able to manage the communication needs of a large-scale disaster. One of the benefits of this partnership was that the entire unit could be built at a relatively low-cost when compared to the costs of similar units in the area. These volunteers also provide training for the Department and have recently even been deployed with the unit. They helped man the unit during Vice-President Biden’s June visit to a home in Atherton.

The Town/ACIL Disaster Group also provides both a staffing and expertise resource for the PD that will enable a more effective and efficient response to any natural or man-made disaster affecting Atherton. One Sergeant is assigned as a liaison to this group, as they continue to grow and develop their response and mitigation program.

There are other opportunities for volunteers to enhance the services provided by the PD. The Town is flush with all levels of expertise that includes disaster preparedness, accounting, photography, and technology. PD has already tapped into many of these resources, and will continue to invite resident participation.

Crime

Our first comparison table consists of Atherton and her neighboring communities from San Carlos south to the Atherton border, and from Palo Alto north to the Atherton border. The data depicted is from DOJ’s 2008 report (See Attachment “B”), which is the most current data provided by DOJ (Note: DOJ does not provide Woodside and Portola Valley statistics. Data for these two communities is from the Neighborhood Scout online site). As you can see from Table 1, Atherton does not have a high property crime and theft rate in comparison to other jurisdictions with commercial, professional, and retail businesses.

Table 1: 2008 DOJ Crime Report

Community	Population	Violent Crimes	Property Crimes	Larceny-Theft
Atherton	7194	38	111	172
Menlo Park	30,785	57	432	180
Redwood City	75,402	250	1,178	1,447
East Palo Alto	33,575	368	669	212
San Carlos	27,238	20	262	369
Woodside	5,579	4	111	Unk.
Portola Valley	4,462	2	73	Unk.
Palo Alto	59,395	83	945	1,307

What should stand out is the number of violent crimes reported for Atherton. In 2008, Atherton had 38 violent crimes committed with a population of 7194. In contrast, San Carlos had 20 violent crimes committed with a population of 27,238, which is a population nearly four times more than the population of Atherton. The first question that staff asked was how many of these violent crimes could be attributed to the nine schools in Atherton. Of the 38 violent crimes in Atherton, 20 of them occurred at one of the following schools or at the college:

1. Menlo College
2. Menlo School
3. Sacred Heart High School
4. St. Joseph's School
5. Las Lomitas School
6. Selby Lane School
7. Encinal School
8. Laurel School
9. Menlo-Atherton High School.

After subtracting 20 from 38, it leaves 18 violent crimes that were committed in Atherton but not at the schools. Please refer to Table 2 for the distribution of the 20 violent crimes that occurred at one of the educational institutions in Atherton in 2008. In Table 2, the line with "Atherton" depicts the total within the Town for each category.

Table 2: 2008 DOJ Crime Data for Atherton Schools

Location	Rape	Robbery	Aggravated Assault	Burglary	Stolen Vehicle	Larceny-Theft
Atherton	1	2	35	51	7	172
MAHS	0	1	15	2	5	60
Menlo College	0	0	1	7	0	5
Selby Lane	0	0	3	2	0	1
Encinal	0	0	1	1	0	1
Menlo School	0	0	0	0	0	3
Las Lomitas	0	0	0	1	0	1
Sacred Heart	0	0	0	1	0	2
Total Number at Schools	0	1	20	14	5	73

To put this crime data report in perspective, it may be helpful to compare Atherton's data with similar sized communities within San Mateo County. Table 3 shows crime data from communities within San Mateo County that are under 30,000 populations. The same data sources from Table 2 were used to construct Table 3.

Table 3: 2008 DOJ Crime Data Report for San Mateo County Population under 30,000

Community	Population	Violent Crimes	Property Crimes	Larceny-Theft
Atherton	7194	38	111	172
San Carlos	27,238	20	262	369
Half Moon Bay	11,842	19	109	213
Hillsborough	10,844	3	55	41
Brisbane	3,677	9	69	97
Colma	1,191	26	101	248
Portola Valley	4,462	2	73	
Woodside	5,579	4	111	
Belmont	24,776	25	299	242
Broadmoor	3,987	19	64	44
Burlingame	27,706	68	503	626
Foster City	29,089	17	233	326
Millbrae	20,800	35	243	258

As you examine Tables 2 and 3, one fact that continues to emerge is Atherton's number of reported violent crimes in proportion to the population. Referring to Table 3, Atherton has more reported violent crimes than some of the communities with three times the population. It is important to note that a significant proportion of these crimes occur within the nine schools in Atherton as indicated in Table 2.

During the school day, Atherton's population increases dramatically. Menlo-Atherton High School alone accounts for nearly 2500 additional students and staff. Sacred Heart adds another 1000, which means the daytime population and traffic increases in Atherton by roughly 3500 people from just two of the nine schools. To help understand this significance, it will be helpful to refer to Table 4. This table shows communities that are similar to Atherton in the SF Bay Area, but without the high number of public and private schools. In this table, the 2008 average home value was used to show the similarities. There were also similarities in the median incomes, per capita incomes, and even the percentage of the population with at least a bachelor's degree.

Table 4: Comparison Between Avg. Home Value, Population, No. of Schools & Violent Crimes

Community	Population	2008 Average Home Value	No. of Schools	Violent Crimes
Atherton	7194	\$1,823,518	9	38
Hillsborough	10,844	\$1,823,518	7	3
Los Altos Hills	8,592	\$1,725,037	1	1
Moraga	16,290	\$1,144,538	7	6
Piedmont	10,481	\$1,582,533	10	4
Sausalito	7,158	\$1,235,308	3	12
Tiburon	8,676	\$1,870,263	5	9
Belvedere	2,059	\$1,870,263	0	0
Ross	2,329	\$1,870,263	2	0
Woodside	5,579	\$1,468,660	2	4
Portola Valley	4,462	\$1,823,518	3	2

Socio-Economic Background

Besides comparing crime data, it is also useful to depict selected socio-economic data for Atherton and other communities in San Mateo County and the SF Bay Area to identify similarities and dissimilarities amongst communities. All of the categories depicted in Table 5 and Table 6 help shape the culture and identity of a community (Source citydata.com).

Table 5: Socio-Economic Comparison Southern San Mateo County

City	Pop	Avg. Household Income	Avg. Estimated Home Value	Sq. Miles	Pop Density Per Sq. Mile	% Below Poverty Index
Atherton	7194	\$240,482	\$1,823,518	4.9	1511	1.7
East Palo Alto	33,575	\$54,115	\$541,037	2.55	13,183	16.2
Menlo Park	30,785	\$101,734	\$1,346,392	10.1	2971	6.9
Redwood City	75,402	\$76,905	\$840,700	19.5	3802	10.3
North Fair Oaks	15,292	\$66,857	\$631,666	1.17	13,095	15.4
Portola Valley	4,462	\$190,241	\$1,823,518	9.15	496	2.3
West Menlo	3,594	\$151,360	\$1,468,660	0.5	7229	2.9
Woodside	5,579	\$205,762	\$1,468,660	11.8	474	2.8
San Carlos	27,238	\$106,365	\$1,107,057	5.92	4604	2.7
Palo Alto	59,395	\$108,020	\$1,338,628	23.7	2509	4.8

Table 6: Socio-Economic Comparison Continued

City	Median Age	% Live/Work in City	2006 PD Staffing Level	Cost of Living Index	Per Capita Income
Atherton	45.3	18.3	27	179.4	\$138,582
East Palo Alto	25.8	8.5	42	173	\$16,981
Menlo Park	37.4	21.7	66	181	\$65,761
Redwood City	34.8	24.8	127	179.2	\$39,925
North Fair oaks	28.7	7.7	N/A	171.8	\$22,599
Portola Valley	47.5	N/A	N/A	191.2	\$122,818
West Menlo Park	39.4	N/A	N/A	189	\$76,809
Woodside	44.4	N/A	N/A	179	\$129,038
San Carlos	39.9	17	41	181.3	\$57,485
Palo Alto	40.2	35.7	149	196.1	\$69,907

It may also be helpful to produce a table using the factors in Table 5 and the communities depicted in Table 4 for comparison. Please see Table 7 below.

Table 7: Socio-Economic Comparison from Cities in Table 4

City	Pop	Avg. Household Income	Avg. Estimated Home Value	Sq. Miles	Pop Density Per Sq. Mile	% Below Poverty Index	% Pop w/Bach. Degree+
Atherton	7194	\$240,482	\$1,823,518	4.9	1511	1.7	76.2
Hillsborough	10,844	\$232,253	\$1,823,518	6.23	1742	2.8	70
Los Altos Hills	8,592	\$207,453	\$1,725,037	8.62	997	3.9	78.1
Moraga	16,290	\$121,097	\$1,144,538	9.27	1670	2.9	67.5
Piedmont	10,481	\$168,940	\$1,582,533	1.69	6210	2	77.8
Sausalito	7,158	\$112,832	\$1,235,308	1.9	3762	5.1	69.9
Tiburon	8,676	\$137,524	\$1,870,263	4.53	1917	3.3	69.6
Belvedere	2,059	\$168,722	\$1,870,263	0.54	3846	5.7	75.4
Ross	2,329	\$131,595	\$1,870,263	1.59	1430	8.5	74
Woodside	5,579	\$205,762	\$1,468,660	11.8	474	2.8	67.1
Portola Valley	4,462	\$190,241	\$1,823,518	9.15	496	2.3	77.4
Los Altos	28,349	\$151,481	\$1,679,322	6.35	4464	2.4	71.3
Foster City	29,089	\$114,564	\$966,828	3.76	7740	2.9	59.8
Palo Alto	59,395	\$108,020	\$1,338,628	23.7	2509	4.8	74.4

Discussion of these Tables (5, 6, and 7) will be in the analysis section of this report; however, one of the key cursory findings that jumps out is that while Atherton is culturally very similar to many of the communities in Table 7, the geographic location of Atherton in San Mateo County seems to be a factor for the crime rate to be significantly higher than in the others cities that Atherton was compared to in the Tables. All of these factors will influence the structure and staffing of the Atherton Police Department.

Changing Workload

The residents of Atherton are ultimately the judge of our current police service level. While the Atherton Police Department has always maintained a reputation of professionalism in the industry, we are still responsive to those we serve. The frequency and volume of calls in all priority categories have steadily risen in recent years. This has occurred despite historically low crime rates in Atherton and other communities. Because the Tables imply the rates are high, this validates several facts any police officer will declare without hesitation. Calls for service can rise even as crime rates drop. The increased training requirements in a post 9/11 environment have taken more of a patrol officer’s time out of the field, as have increased mandatory reporting (particularly in domestic violence incidents and disaster preparedness).

In the 1980s, for instance, the typical response to a domestic assault and battery would involve a quick determination of the extent of a victim’s injury, if any, and asking him/her if prosecution were desired. If not, a report was rarely written, an arrest rarely made. The call was likely to be cleared in less than 30 minutes. Today such a call

routinely produces a mandated felony arrest, always produces a mandated police report that begins at six pages, can include a temporary restraining order, and 3-4 hours of workload. There is no debate about the impact such an increase has on patrol availability, just as there is no debate that the Atherton community is better served by this level of police service. Extraordinary events have also increased in recent years. For the last 20 years, Atherton has hosted a number of high-profile visits from elected officials and others. Presidents of the United States have come to Atherton several times as have Vice-Presidents, and even other foreign heads of state or their ambassadors. While this has been done with success, it has also been done at the expense of basic service in other areas of the Department. The demands for policing such an event resulted in the assignment of virtually every member of the Department to the task. The basic investigative, traffic, and administrative units essentially ceased working for the duration of the event.

During this evaluation, staff reviewed past Atherton PD's annual police reports. In the table below, you can compare what was occurring in Atherton in 1989 when Richard Moore was Police Chief, and more recently in 2008. We wanted to note that in 1989 Atherton was rated as one of the 10 safest communities to live in the United States. In Table 8, you can see the staffing level in 1989 and compare it to the staffing level in 2008 and today.

Table 8: Comparison of Reported Crime in Atherton in 1989 and 2008

Category	1989	2008
Violent Crimes	22	38
Property Crimes	55	111
Larceny-Theft	105	172

Table 9: 1989, 2008, and 2010 APD Staffing Level

Position	1989	2008	2010
Chief	1	1	1
Commander/Captain	2	0	0
Lieutenant	0	1	1
Sergeant	5	5	5
Agent	1	0	0
Officer	11	15	12
Administrative Asst.	0	.75	1
Communications & Records Supervisor	0	1	1
Dispatcher	4	4	3
CSO	1	1	1
Total Sworn	20	22	19
Total Non-Sworn	5	6.75	6
Police K-9 (Not Inc. in Totals)	3	1	2
Total Staff	25	28.75	25

Beside comparisons of crime and staffing levels in 1989, 2008, and 2010; it was also helpful for staff's analysis to examine the calls for service and officer initiated activities. Table 10 compares activity levels in several categories.

Table 10: 1989, 2008 & 2010 PD Activity Levels

Activity	1989	2008	1/1 to 7/31/2010
Calls for Service	12,109	11,449	8,429
Crime & Accident Reports	1,720	791	385
Arrests	774	301	159
Citations (Moving, Equipment, Parking, MC)	3,213	1,168	2,045
Warnings	5,493	2,939	2,726
Alarm Calls	3,000	2,645	2,155
DUI (Inc in Arrests Above)	198	34	14
Home Security Checks	7,956	N/A	N/A

Moving forward from comparison to 1989, Table 11 shows a comparison of activity levels over the last five years. As Table 11 shows, there has been a steady increase in the calls for service and activity levels. This includes a trend of more alarm calls each year. Table 11 also shows that there has been an increase in the number of false alarm calls, however not to a degree that allows PD to consider them in violation of Atherton's Municipal Code. Most of the false alarm calls were one activation within the year.

Table 11: 5-Year+ APD Activity Comparison

Statistic	2005	2006	2007	2008	2009	1/1 to 7/31/2010
Total Incidents	5420	6309	10,235	11,449	13,811	8429
Calls for Service	2819	3510	5790	6600	7406	4626
Officer Initiated Incidents	2601	2798	4445	4849	6405	3803
Total Reports	890	791	835	791	810	385
Alarm Calls	1131	1489	2125	2645	3676	2155
False Alarms	4	44	156	146	214	236
False Alarms MC Fine	0	0	6	3	14	15

Patrol Staffing

The patrol force is the backbone of any Police Department, and is the most significant point of contact with our community. The nature of the tasks performed and the systems in place to track those tasks lend themselves to detailed study. A quantifiable workload can be tracked and converted to labor hours. Organizational goals for response times, available time for unencumbered patrol and community engagement can be factored into these calculations and an approximate ideal patrol force can be calculated. The personnel required to support those officers (detectives, dispatchers, administration) can then be calculated.

In the current patrol configuration, there are four patrol teams consisting of a sergeant and two officers. Two teams have a 12-hour work schedule of Wednesday, Thursday, Friday, and every other Tuesday. The remaining two teams have a 12-hour work schedule of Saturday, Sunday, Monday, and every other Tuesday. Two teams are assigned to day shift watch from 7:00 AM to 7:00 PM, and two teams are assigned to night shift watch from 7:00 PM to 7:00 AM. There are also two officers assigned as relief and/or overlap shifts. One officer works a Saturday-Monday and every other Tuesday schedule; and the other officer works a Wednesday-Friday and every other Tuesday schedule. These two officers will fill shift vacancies due to sick calls, vacations, court, training, etc. When they are not performing this relief function, they work an 11:00 AM to 11:00 PM or 3:00 PM to 3:00 AM depending on staffing needs.

From the chart below, you can see the patrol watch staffing requirements to ensure that one patrol position is fully staffed.

Requirements To Fill One Patrol Officer Position

The number of hours required to staff **one** 12-hour shift 365 days a year = **4380 or 365 12-hour shifts**.

Before taking into account Vacation, Holidays, Training, and Sick Time; a patrol sergeant/officer on 12-hour shifts would work approximately: **2184** hours per year.

- $\frac{2184 \text{ hours}}{12\text{-hour shift}} = 182$ 12-hour shifts
- Subtract 160 hours for vacation after 8 years of service.
- Subtract 88 hours of holiday time off.
- Subtract an average of 60 hours for mandated POST training.
- Subtract up to 96 hours of compensated sick-time off (most employees have a range of 48-60 hours).
- Employees can use up to 80 hours of Comp. Time per year in lieu of receiving OT pay.

One Officer/Sergeant FTE Position

2184 (Total Hours or 182 12-hour shifts) – 404 (Subtracting vacation, sick time, training, and holidays) = 1780 hours or 148.33 12-hour shifts.

As the chart above indicates, it requires more than two full-time employees to cover one patrol officer/sergeant position (4380 hours or 365 12-hour shifts) since one employee only covers 1780 hours out of the 4380 hours required. A second employee covers an additional 1780 hours, which means that two full time equivalent (FTEs) will cover 3560 hours or 296.67 12-hour shifts. This leaves a balance of 820 hours or 68.33 shifts that still need to be filled to be at full-staffing levels. Today, a patrol team/watch consists of one sergeant and two police officers. Please refer to the chart below for further details.

A Fully Staffed Day Shift or Night Shift Patrol Watch for One Year

- 4380 or 365 12-hour shifts required to staff each patrol position. Each employee works approximately 1780 hours.
- 2-FTEs to staff one patrol position = 4380 (Required hours) -3560 (2 FTEs hours) = 820 hours.
- 1-Sergeant and 2-Police Officers to staff one patrol team/watch.
- 2-Sergeants and 4-Police Officers to staff one patrol day or night shift team/watch.
 - 4380 x 3 (Sergeant and two Officers) = 13,140 hours required.
 - 1780 x 6 (2 Sergeants and 4 Officers) = 10,680 hours worked.
 - 13,140 – 10,680 = 2460 hours or 205 shifts are unfilled.

As the figures in the chart above show, between day shift and night shift the six FTEs cannot maintain full-staffing levels. Keeping the above figures in mind, please review the next chart that explains staffing hours for both a night shift and day shift. In other words, the total patrol staffing requirements.

Total Patrol Staffing

Day Shift: 13,140 hours required 24/7 365 days.

2-Sergeants (3560 hours)

4-Officers (7120 hours)

Total Hours Actually Worked: 3560 + 7120 = 10,680

Night Shift: 13,140 hours required 24/7 365 days.

2-Sergeants (3560 hours)

4-Officer (7120 hours)

Total Hours Actually Worked: 3560 + 7120 = 10,680

- Total Hours Required for 24/7 365 days: 26,280
- Total Hours Required for a Sergeant to be Watch Commander 24/7 365 days per year: 8760 hours.
 - Actual On-Duty Sergeant: 7120 hours. 1640 or 136.67 12-hour shifts do not have a sergeant on-duty.
- Total Hours Required for 4-Police Officers to be on-duty 24/7 365 days per year: 17,520.
 - Actual On-Duty Police Officers: 14,240 hours. 3280 hours or 273.33 12-hour shifts are unfilled.

As both of the above charts suggest, to have fully staffed watches it requires a third police officer to cover the remaining time. In practice, this means that one sergeant and two officers will be assigned to a day or night shift patrol team. A third officer will be

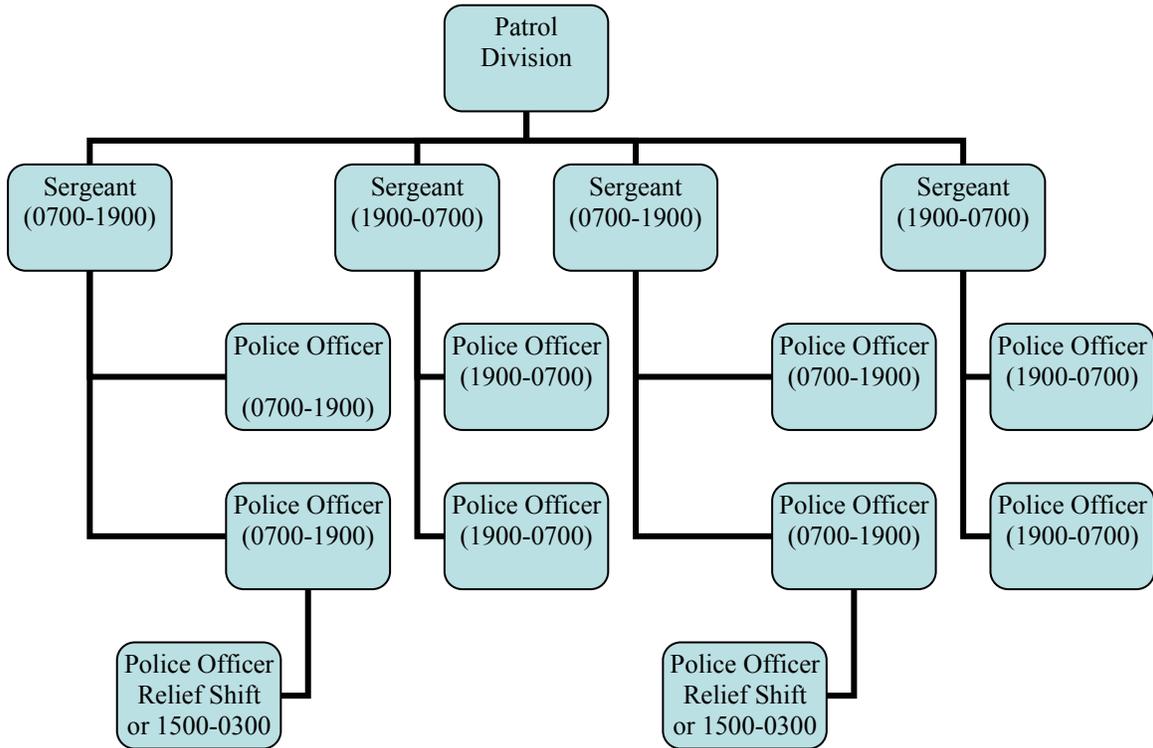
assigned as relief and/or overlap shift officer so he/she can cover the open shifts on either the day or night shifts. If the patrol team is fully staffed with a sergeant and two officers, the overlap/relief officer is scheduled to work 11:00 AM to 11:00 PM or 3:00 PM to 3:00 AM shifts depending on staffing needs. Two overlap or relief officers are required for a 4-team patrol force. As indicated above 3280 hours need to be filled by these relief/overlap positions, overtime, and by reserve police officers. In addition, there are times when the Traffic Officer, Detective, Detective Sergeant, and Lieutenant will cover these open patrol shifts for part of the 12-hour shift or for the whole shift. The chart below shows the utility of these two positions.

Relief/Overlap FTE Patrol Officers

- Patrol requires 3280 hours or 273.33 12-hour shifts to be filled.
- One relief/overlap FTE is assigned to two patrol teams that work W-F and every other Tuesday; and one relief/overlap FTE is assigned to two patrol teams that work Sa-M and every other Tuesday.
- Each relief/overlap FTE position is required to fill the open 1640 hours or 136.67 12-hour officer shifts. Total 3280 hours.
- 26280 hours (24 hours 365 days) – 21360 hours (4 Sergeants and 8 Officers) – 3560 hours (2 Relief/Overlap Officers) = 1360 hours or 113.33 12-hour shifts still unstaffed.
 - Depending on the actual or anticipated activity levels of a shift, overtime or a reserve police officer pay staff some of the open 1360 hours.
 - If the time is not filled, the patrol shift will be at a minimum staffing of two officers or a sergeant and one officer.

To see how this staffing formula is operationalized, please refer to organizational chart shown below.

Org. Chart 1: Atherton PD Fully Staffed Patrol Force



One of the questions that surfaced in our analysis was the estimated cost of funding this fully staffed patrol force. To calculate the approximate costs without calculating in over time, court time, and reserve officers filling shifts; we used the FY 2010-11 budget fully loaded FTE. See the table below:

Table 11: Fully Staffed Patrol Force

Position	Step "D" Unit Cost	Number of Units	Total Unit Cost
Sergeant	\$191,500	4	\$766,000
Police Officer	\$164,193	10	\$1,611,930
Total		14	\$2,377,930

The table above does not take into account specialty positions like K-9 and Field Training Officer. In addition, the specialized positions like a School Resource Officer and Traffic Officer are also not included since they are not part of the core patrol force.

Calls for Service

The PD's patrol structure is the foundation or core of the police department. Traffic officers, administrators, detectives, etc. are all support positions that supplement and support patrol. What determines a patrol structure involves the community's cultural expectations, socio-economics, crime levels, geographic of the community, workload, and other factors. The fully staffed patrol structure that is described above was designed based on those factors. Our workload analysis examined data from 2008 to July 31, 2010, which is shown in the following Tables.

Table 12: Incidents by Day of the Week

Year	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1/1/10 to 7/31/10	662	707	594	668	655	686	654
2009	849	1059	1249	1286	1278	984	701
2008	860	942	942	1059	1105	970	722
2007	886	847	819	834	881	879	644
Average	814	889	901	962	980	880	680

From Table 12, we can see that Thursdays and Fridays are the days with the highest number of incidents, and Monday and Sunday are the days with the least amount of incidents. Two of the patrol teams (Night and Day shifts) work Saturday through Monday and every other Tuesday. When PD needs to draw on patrol to meet staffing needs or commitment, these are the two shifts that staff are drawn from, which means the shift may be at minimum staffing of two positions instead of fully staffed at three positions. Additionally, sworn staff in administrative and specialized units will fill in for a day or on a temporary basis. In Table 13, incidents in this table will be analyzed from the time of day using the shift schedule of the two patrol watches. One watch works from 7:00 AM to 7: PM, and one works from 7:00 PM to 7:00 AM.

Table 13: Incidents by Time of Day/Shift

Year	Day Shift (7A-7P)	Night Shift (7P-7A)	Overlap (3PM-3AM)	3AM to 7AM
1/1/10 to 7/31/10	3059	1567	2161	384
2009	5340	2066	3277	494
2008	5474	1818	2937	351
2007	4249	1541	2638	280
Average	4530	1748	2753	377

Looking at Table 13, the busiest time is between 7:00 AM and 7:00 PM, and the slowest time is after 3:00 AM. The overlap time and 3:00 AM to 7:00 AM categories were presented because the relief/overlap officer on patrol will often work a 3:00 PM to 3:00 AM shift when they are not filling a regular shift vacancy. One part of our analysis looked at changing the shift schedules from 7:00 AM to 7:00 PM and from 7:00 PM to 7:00 AM so they would start one hour earlier at six. Using this hypothetical schedule, the Table 13 was recalculated in Table 14.

Table 14: Incidents by Time and 6 to 6 Shifts

Year	Day Shift (6AM-6PM)	Night Shift (6PM-6AM)
1/110 to 7/31/10	2945	1681
2009	5211	2195
2008	4648	1952
2007	4069	1721
Average	4218	1887

Tables 13 and 14 show that more than twice the number of incidents occur between 6/7 AM and 6/7 PM than they do between 6/7 PM and 6/7 AM. This means that the staffing priority is to ensure that day shift is fully staffed. The overlap/relief position works more

day shifts than night shifts, which means the night shift is where staffing is most often at the two-position minimum staffing level.

Incident Response Times

A critical factor in evaluating the effectiveness of a patrol force is the time it takes officers to receive a call for service and arrive at the location. Since multiple calls for service often occur at the same time, the calls have to be prioritized:

Priority 1 Hot & Urgent calls (Such as armed robbery, alarms, injury accidents, property damage accidents, violence)

Priority 2 Report (Calls where report is required)

Priority 3 When Time Permits (Such as passing security checks for a residence or event)

The industry standard is to have Priority 1, 2, and 3 with Priority 1 being the most critical. Crimes in progress, burglar alarms, accidents with injuries, and other potentially life threatening and felony crimes are all part of the criteria for a Priority 1 response. The following Tables will depict the average number of Priority 1 incidents per day and the average response time. The industry goal is to try to respond to the location of a Priority 1 call within eight minutes.

Table 15: Average Response Times for Priority 1 Incidents in Minutes

Year	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg. for this Period
1/1/10 to 7/31/10	6	6	5	6	5	6	6	6
2009	6	6	9	7	6	7	6	7
2008	6	7	6	7	7	7	7	7
2007	7	7	6	6	6	6	5	6

Table 16: Average Number of Priority 1 Incidents by Day

Year	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg. for Period
1/1/10 to 7/31/10	13	14	9	10	10	12	14	12
2009	8	12	14	15	15	10	8	12
2008	8	8	9	10	11	9	7	9
2007	8	8	7	7	9	8	7	8

Table 17: Average Response Times for All Calls Responded To

Year	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg. for Period
1/1/10 to 7/31/10	9	10	10	10	10	12	12	10
2009	10	8	10	11	11	10	7	10
2008	8	10	11	10	10	9	8	9
2007	12	12	10	9	11	7	6	10

In Table 17, current response times are higher on Saturday and Sunday than other days of the week. Because patrol positions have been vacant, many of the patrol shifts on the weekends have been at minimum staffing levels of two, which increase the response times.

The next two Tables will also help explain PD’s methodology for staffing. The average number of calls for service and the total number of incidents per day of the week help determine staffing needs. Based on data, the trend is a steady increase in the average number of calls per day of the week per year.

Table 18: Average Number of Calls for Service Responded To

Year	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg. for Period
1/1/10 to 7/31/10	22	24	20	22	21	22	22	22
2009	16	20	24	24	25	19	13	20
2008	17	18	18	20	21	19	14	18
2007	17	16	16	16	17	17	12	16

Table 19: Average Number of Incidents from All Sources

Year	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg. for Period
1/1/10 to 7/31/10	40	42	38	41	39	40	39	40
2009	37	39	40	41	40	37	32	38
2008	35	33	27	31	31	33	28	31
2007	31	27	26	28	28	30	27	28

Finding the right balance between the number of personnel to have on-duty in order to respond to the types of calls and call volume that occurs is a challenge. Compared to Redwood City, Menlo Park, and North Fair Oaks; Atherton has a very small volume of calls. However, Atherton has a higher crime rate than similar communities like Hillsborough, Woodside, and Portola Valley who are not surrounded by areas with higher police call volume.

False Alarms

There has been much discussion as to how much time PD devotes to residential burglar alarm calls. In the past, the PD has charged residents for owner-fault alarms for each alarm response beyond the two annual free responses. This procedure was in place in 1989 when PD responded to over 3,000 alarm calls. The fines were based on a sliding scale (from memory) with the third owner fault alarm response being the lowest fine and rising to \$100 after the third per offense.

Our data collection has not attempted to get alarm data from 1989; however, we have collected and analyzed data from 2006 through 7/31/2010. The Table below will depict

how many residents would have been fined for an owner fault alarm response if alarm fines had not been suspended.

Table 20: Owner Fault Alarm Eligible for Fines

Year	3 rd Owner Fault	4 th Owner Fault	5 th Owner Fault	Total Alarm Calls	Approx. Revenue
1/1/10 to 7/31/10	10	1	1	2155	\$900
2009	6	2	0	3676	\$600
2008	1	1	0	2645	\$200
2007	4	0	1	2125	\$200
2006	0	0	0	1489	0

Alarm Response & Tactics

Since this last section discussed alarms, it makes sense at this point in this analysis to talk about police tactics in general terms as they relate to responding to incidents during the day and during the night. In 2009, PD responded to 3,676 alarms calls and the trend shows that PD will respond to more than that by the end of 2010. Each alarm call requires at least two officers for safety reasons.

There is an industry principle called Contact & Cover, which emerged in the 1980s because officers were being killed when both officers were engaged in contacting people at the same time—a common practice in the industry for decades. In simple terms, Contact & Cover means one officer does all of the contacting and one officer is responsible for overall scene security and to protect the contact officer. The two officers speak very little if at all at the scene. At alarm calls, one officer or the contact officer is shaking doorknobs and looking inside the building through windows for evidence of a break-in while the cover officer is behind the contact officer or in a position to cover the contact officer if a threat emerges. When an officer initiates a traffic contact, they are the contact officer. The second officer that responds to the scene is the cover officer. This second officer is not focused on what the contact officer is doing. They are looking for approaching vehicles or pedestrians that may present a hazard and for any threats. This is especially important at night when visibility is limited.

Most traffic contacts during the day only involve only one officer. However, at night the Contact & Cover principle is nearly always required since visibility is limited and artificial lighting is required using flashlights, spotlights, and headlamps. Similarly, lighting becomes at issue at night for nearly all police calls, which requires a change in tactics from day to night.

When officers respond to an alarm call, they will proceed to check the exterior of the home and property using the Contact & Cover principle. If they find an unlocked door, something suspicious, or evidence of a burglary; they may request a K-9, call for additional officers to establish a security perimeter to contain any suspects that may be inside. One officer will not enter the structure by himself or herself. At least two officers using Contact & Cover will enter and search the building. There are times when staff is at a minimum staffing level of two due to an arrest or some other reason where the officer cannot break from what they are doing and assist the responding officer. In these cases,

PD requests mutual aid from neighboring police departments. Once that officer arrives at the scene, a search using Contact & Cover will be used. There are also times when all three of the officers on the shift are tied up on a major call and cannot respond to Priority 1 calls like an alarm. In these cases, mutual aid is requested from neighboring agencies and officers from a different city or the Sheriff's office will handle the call for us. Atherton reciprocates mutual aid requests as well. Within the last few weeks, one of our K-9s conducted several searches for felony suspects in neighboring cities and apprehended a burglary suspect. We are also routinely called to assist neighboring agencies when there are large fights.

As staff looked at the officer initiated, calls for service, and incident response data; the activity patterns showed that when shifts are at a minimum staff of two it affects activity and response times. The frequency of traffic stops decreased when there are only two officers because one officer may be tied up on a call and the other officer needs to be available for a Priority 1 call that comes in, or they may want to remain available if their shift partner needs assistance. Table 17 indicated that response times for Saturday and Sunday in 2010 are higher than for other days of the week. Weekend shifts have been at minimum staffing levels for a significant amount of time since we have unfilled patrol positions for more than the past two fiscal years.

Comparative Analysis

As noted above, a comparative analysis between jurisdictions is provided primarily for perspective only. We do not suggest staffing the Atherton Police Department based on figures from cities far removed in community characteristics and style of policing. However, what follows is analogous to the practice of "comparing" houses in the real estate market. Each jurisdiction can be considered relative to some similar characteristics, and similarities or differences can be used to make valid comparisons. With this in mind, several cities within San Mateo County were examined for their similarity to Atherton including: Menlo Park, Hillsborough, San Carlos, East Palo Alto, and Redwood City. In addition, similar cities in the SF Bay Area were also included such as: Tiburon, Belvedere, Sausalito, Los Altos, and Moraga. As you can see in the earlier demographic presentation, there are similarities in terms of population, educational levels, average home values and income for some communities like Atherton. However, there is also much dissimilarity between Atherton and some of the more populous communities surrounding Atherton.

The Myth That One Badges Fits All

One popular public perception is that a successful police officer in one community will automatically be successful in another. There are members of the public who believe that it is similar to a turnkey operation. One day an officer is wearing one uniform or working with one agency, and the next day or a short time later, they are working in Atherton and wearing an Atherton uniform. Research over decades by sociologists like VanMannen and others have shown that unlike federal law enforcement organizations, municipal and county law enforcement organizations are culturally significantly different from each

other even though they may be neighbors. Some researchers even argue that police departments and sheriffs departments do not constitute a profession because the cultural standards vary too much. They consider them tribal in nature. This begins with the standards departments use to select new employees.

Each state establishes minimum hiring standards, which in California is established by POST. The minimum educational standard is a high school diploma or GED. Candidates are also required to pass a psychological evaluation, medical evaluation, and extensive background investigation before being hired. An interesting point to consider here is that even in California with an approximate 12% unemployment rate, the state-wide average ratio of a police officer candidate passing this battery of tests seems to be one in eight, which was about the same reported average over the last 20 years. These tests come after the department has screened the candidate through a series of tests that determines they would be a successful employee for that jurisdiction. This screening includes a determination that the employee has the courage and psychological background to run into danger as our rescue workers did in the World Trade Towers on 9-11 as the public ran out of the towers. One of our staff members recounted that even though Atherton does not have a high frequency of very violent calls, armed home invasions do occur from time to time. One example that was given involved a call some years ago on a cul-de-sac off Atherton Avenue. People at a party reported that a disgruntled guest had left the part and returned with a rifle, and he was looking to shoot those at the party where he had a disagreement. The three patrol units responded, evacuated the people attending the party, and arrested the subject after a room-to-room search.

Departments often have standards that exceed minimum standards. For example, eight of nine members of Atherton PD's management team have a four-year college degree or higher, and one has an associate's degree. In contrast, some organizations in the region do not require college degrees for Sergeants, Lieutenants, Captains, and Commanders.

What makes a new employee successful in one organization does not mean they will be successful in any law enforcement organization. For example, Atherton needs to select employees that are interested in dealing with quality of life issues and delivering exceptional customer service because the community's cultural expectations demand it.

This is in addition to being able to deal with the full range of law enforcement duties. It is not out of the ordinary for an Atherton officer to help an elderly resident with a plumbing issue because the resident cannot find a plumber and they live alone, or for patrol units to spend a great deal of time looking for a family pet that escaped from a yard. It would not be out of the question for the very same officer to respond sometime during the rest of their shift to a report of a large fight taking place in the middle of the street.

In contrast, a Sheriff's Department needs to select an employee who will be successful in an affluent community, in a jail setting, in a court setting, and in high-crime areas with significant gang violence. A Sheriff's Department does not have the luxury of selecting and assigning new employees to each specific environment. They need to be more of a

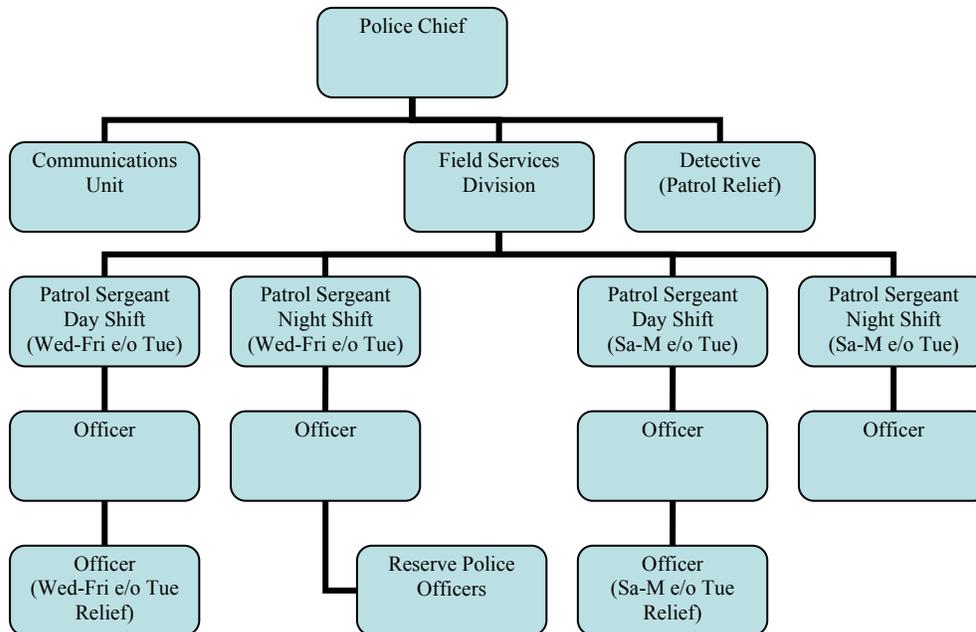
jack-of-all-trades than a specialist. In addition, some PDs are so busy with crime calls that they cannot respond to quality-of-life calls for service. For instance, many PDs do not take property damage reports. They will issue a number for your insurance. Atherton has always investigated these types of accidents and will continue to do so. In the extreme, recently Oakland PD has stopped responding to property crimes including residential burglaries.

Atherton Police Minimum Staffing

To help facilitate a conversation on police staffing needs for Atherton, it should help to establish minimum staffing needs. This is the recommended minimum police staff required to provide minimum police services to the Atherton community.

The exercise that staff went through for this analysis was to consider a situation where we lost half of the department in a disaster or act of terrorism. This would mean a drastic cut in Police Department programs and services that are currently offered to the community by the PD. For example, there would not be a designated traffic officer in the organizational structure. Before discussing how minimum police staffing would affect the community, it will be helpful to show the organizational structure at the minimum staffing level along with an estimate of how much this structure would cost the community. Please refer to Org. Chart 2 below.

Org. Chart 2: Minimum Police Staffing Structure



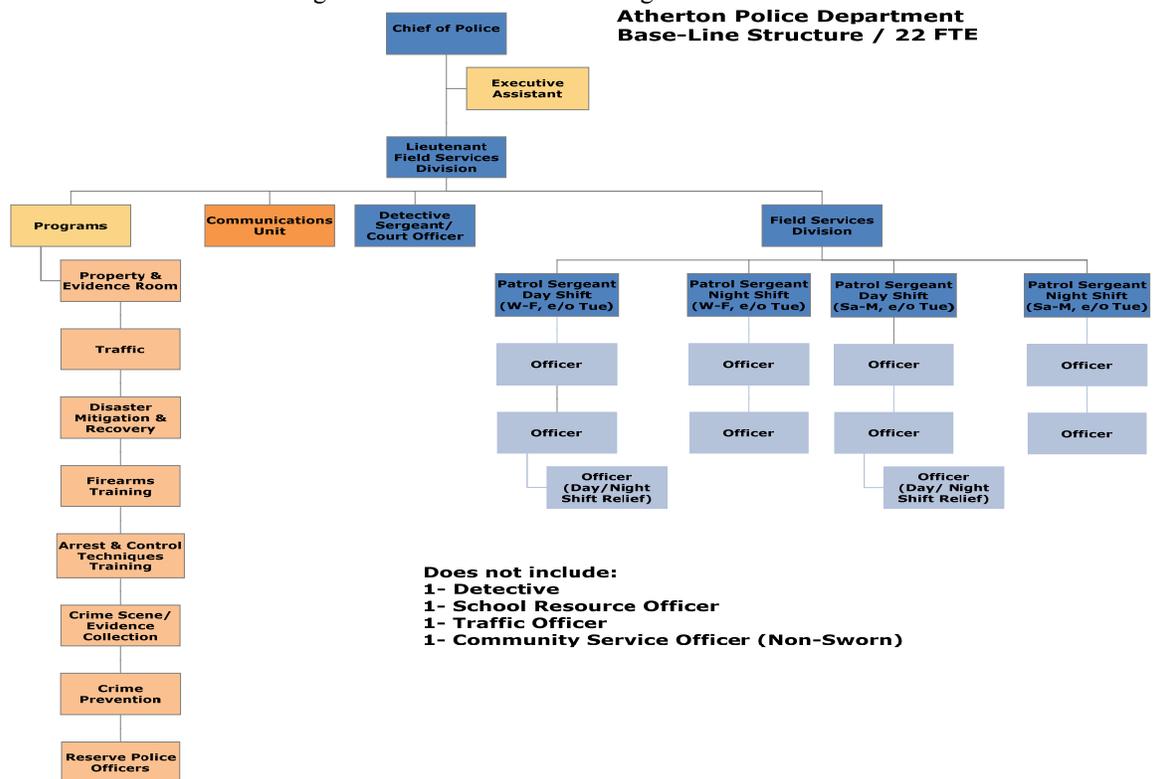
Organizational Chart 2 shows a structure that would be significantly more reactive than proactive. In operational terms, personnel will be reacting to crime and responding to calls for service that proactively preventing crime and initiating activity. One of the causes for this significant change from Atherton’s tradition of high proactively is that personnel have to decide if they should take a course of action that could leave only one

officer available to service the entire Town from activities as routine as a traffic stop to a drunk in public and/or warrant arrest. In addition, there will be increased fatigue and stress levels since personnel will be working longer hours to fill shift vacancies or staffing needs, and even forced overtime. The Department would require part-time per-diem dispatchers and Reserve Police Officers to help with the staffing shortages. An approximate personnel cost for this structure based in FY 2010-11 salaries is \$2,677,875. There would be significant additional overtime costs that could run \$75000-100000, which would mean an approximate cost of \$2,752,875 to \$2,777,875. These calculations do not include equipment costs.

Base-Line Police Services

Included in the discussion regarding minimum police staffing levels, there needs to be a discussion concerning staffing for base-line services. The difference between minimum staffing and base-line staffing is that base-line staffing provides the PD with the capacity to meet the current criminal investigative expectations, to offer specialized programs, to address quality of life issues within the community, and to have proactive patrol needs. However, many programs and services currently offered would be reduced or suspended in the event of a disaster. In addition, the tasks and functions of the CSO, Traffic, and Detective would be added to the workload of others. For instance, having one detective would mean they spend less time on a case, and would have an increased case load. It would also mean less investigative work would be conducted outside the Town limits where it requires two detectives to safely go to a location. The property room management would have to be added to the workload of others, and would cause audit issues. A base-line structure is below.

Org. Chart 3: Base Line APD Organizational Structure



The approximate fully-loaded personnel costs at FY 2010-11 levels for this base-line model are:

Position	No. of Positions	Unit Cost	Total Cost
Chief	1	\$244,926	\$244,926
Lieutenant	1	\$200,814	\$200,814
Patrol Sergeant	4	\$191,500	\$766,000
Detective Sergeant	1	\$191,500	\$191,500
Police Officers	10	\$164,193	\$1,641,930
Executive Assistant	1	\$94,575	\$70,931
Reserve Police Officers	6	\$6,144	\$36,864
Total			\$3,152,965

To fund the positions that are not included in the base line chart, it would cost an additional:

Position	No. of Positions	Unit Cost	Total Cost
Traffic Officer	1	\$160,501	\$160,501
Detective	1	\$161,809	\$161,809
CSO	1	\$93,297	\$93,297
School Resource Officer	1	\$161,809	\$161,809
Total	4		\$577,416

“Ideal” Atherton PD Structure

One of the limitations of this study was that the communications and records function was not going to be extensively analyzed. As mentioned before, an external resource will be conducting a study to determine if the status quo is best, if completely or partially outsourcing is an option, and/or soliciting contract dispatch services is a viable revenue stream. Staff’s analysis of the “ideal” PD without considering the dispatch function is the current FY 2010-11 structure with the addition of a School Resource Officer at a cost of approximately \$161,809. Staff came to this conclusion in part by examining the data and looking at the only full-service police department on the Peninsula that was close to Atherton, which is Hillsborough PD.

If you look at the Atherton and Hillsborough Police Departments organizational structures in Attachment “C,” you will learn that while Hillsborough has a significantly lower crime level than Atherton. Hillsborough has 11 more positions than Atherton does. Specifically, Hillsborough has authorized 27 sworn positions and 9 non-sworn positions for a total of 36. The residents of Hillsborough have decided that these are the resources necessary to provide police services to the community. In contrast, Atherton meets the same community expectations as those in Hillsborough with less staff. Both organizations provide exceptional customer service, which is reflected in feedback from their respective communities.

Specialty Units & Assignments

Atherton has a number of specialty assignments and units, which can be either a full-time assignment or part-time. K-9, Traffic, Information Technology, and Detective are full-time assignments who receive incentive pay. Part-time assignments such as, Field Training Officer are only compensated for the actual time performing the job function.

The Traffic Officer, Detective Sergeant, and Detective are routinely asked to fill vacant patrol shifts when shifts are short-handed. This means they are not performing their specialty assignments. This is most notable in traffic enforcement data. As the Atherton Transportation Committee sees, when the Traffic Officer is filling a patrol shift, at training, on vacation, or riding in a patrol car with a trainee who is in field training; the number of traffic citations drops. It is more difficult to tabulate what effect this has on our ability to investigate crimes/incidents sent to the Investigative Unit.

The Investigative Unit is tasked with investigating crimes that are beyond the scope of patrol. For example, if a patrol officer responds to the scene of a reported child abuse, the patrol officer is not supposed to conduct any in-depth interviews. The patrol officer is supposed to gather just information that would indicate that a crime might have occurred. They are then required to contact a detective. California law requires that personnel tasked with investigating sexual assaults and child abuse complete specialized investigative courses. Detectives also receive specialized investigative training for white-collar crimes, robbery, domestic violence, etc. Consequently, it would not be fiscally prudent to provide training and maintenance training for everyone in the Department. Detectives also work collaboratively with other detectives in San Mateo County, the SF Bay Area, and across the country.

The availability of detective also affects patrol time. When a patrol officer passes on their case to a detective, the patrol officer will complete the initial report and then return to their patrol duties. The detective is then responsible for investigating the case as far as possible.

Because the current Detective Sergeant is an IT expert, the Town has been able to use his expertise to reduce the overall IT costs provided by the City of Redwood City. While an accurate study has not been conducted, it is estimated that approximately 30% of the Detective Sergeant's time is spent on Town and PD IT issues. The Detective Sergeant not only supervises the one Detective, but also the Community Service Officer. No doubt, less than 50% of his time is spent investigating cases. That task falls to the one adult/juvenile Detective.

The Investigative Unit is part of this organizational analysis, and the preliminary analysis suggests that if the Department needed to draw from the specialized units and/or assignments to staff vacant patrol shifts on a long-term basis, the Detective position would have the least impact on the organization when compared to re-assigning the Traffic Officer position to patrol.

The Community Service Officer (CSO) functions as the Department's court officer who files cases with the district attorney, manages traffic court citations, court subpoenas, and warrants. The CSO also is responsible for scheduling and ferrying patrol units to and from service centers for repair and maintenance work. In addition, the CSO empties the evidence lockers and books the evidence into the evidence and property room. The CSO is also responsible for taking the evidence to the San Mateo County Crime Lab to be processed, and for checking out evidence to officers so they can bring it to court.

Collaborative Law Enforcement Efforts

The law enforcement organizations in San Mateo County have a history of coming together to manage regional law enforcement issues. The Narcotics Task Force and Gang Task Force, and providing Recruit Training Officers for the regional police academy are three of them. The San Mateo County Police Chiefs and Sherriff Association has developed model countywide policies for dealing with issues such as: Homicides, Officer Involved Shootings, Missing and Abducted children, and mutual-aid requests. This Association is already investigating functions and processes where there are opportunities for a more regional system that would be both more efficient and more cost effective.

Currently, the Daly City, Pacifica, and South San Francisco police departments are analyzing the feasibility of combining dispatch services. In addition, San Carlos is in negotiations with the San Mateo Co. Sherriff's Office to provide police services. Burlingame PD and San Mateo PD are looking at merging some degree of services, as are the San Bruno and Millbrae police departments. All of these efforts are being examined as part of Atherton's study for comparison. When the contract is finalized between San Carlos and the San Mateo Co. Sherriff's Office, staff will learn what the industry may bear for outsourcing. The initial proposal listed the contract at approximately \$6,400,000 for 23 FTEs that did not include dispatch services (Atherton's budget for FY 2010-11 is \$5,016,223 for 25 FTEs that includes dispatch services).

Financial Impact:

This analysis was designed to provide information on different staffing levels using the concept that patrol is the core or foundation of the organization. All other positions serve to strengthen and support the services patrol delivers. Each level costs more than the previous one, and provides more service to the Atherton community. In addition, the value and cost for positions that support patrol were identified for discussion in previous pages. The cost for each of the service levels are below:

Type of APD Org. Structure	Approximate Personnel Cost
Minimum	\$2,752,875
Base Line	\$3,152,965
Current FY2010-11	\$3,763,720
"Ideal"	\$3,925,529

Any reduction in the size of the organizational structure would have a corresponding reduction in expenditures proportionate in equipment, training, etc. for the position. For instance, the minimum structure would most likely mean there would be no police K-9s, which the Department would not need to have a K-9 patrol car. Additionally, no traffic officer would probably mean motorcycles would not be needed, and fewer employees would need to be trained so training costs would be reduced.

However, overtime costs would probably increase proportionately at the minimum and base line levels to cover staffing needs.

Alternatives

During this evaluation process, one potential funding alternative emerged. Atherton residents have a tradition of supporting our K-9 program. Staff could not remember when was the last time a police dog was purchased with taxpayer dollars. The costs of a police dog have been funded by the generosity of our residents. Recently, residents have even paid for the initial training costs. However, after these initial expenses, the Town and the taxpayers have to fund the initial cost of a home kennel, and the ongoing maintenance costs for the K-9s, which costs approximately \$11,500 annually. These costs include food, veterinarian bills, and grooming and boarding when the K-9 handlers are on vacation. The K-9 unit also requires a special patrol car with a platform installed where the backseat is located. This eliminates this car as a patrol unit for regular officers. An alternative funding source for these ongoing costs is to have the entire K-9 Program funded through tax deductible donations. This could be done in a transparent fashion where residents could make their donations through a designated K-9 account through the Silicon Valley Foundation.

Legal Impact:

This area has not been examined at the present time other than any increase or reduction in police services would be under Town Council direction.

There are also alternatives that have both fiscal and legal considerations that Council may want to direct staff to consider:

- Examining the value and feasibility of outsourcing part of the patrol function. Many years ago both Millbrae and Half Moon Bay contracted with the San Mateo Co. Sheriff's Office to provide a patrol unit for the graveyard shift in the case of Half Moon Bay, and for supplementing Millbrae PD's patrol force with additional patrol units. Atherton provided a patrol unit for Menlo Park PD for six months (from memory), which Menlo Park paid for. Atherton also provided cooperative patrol in East Palo Alto in the 1980s.
- Examining the value and feasibility of outsourcing some or all investigations to a neighboring police department or the sheriff's office.
- The Communications and Records function is already going to be analyzed by POST.

- Identifying potential areas for establishing revenue streams by offering police and dispatch services to others.
- Reducing police service levels for the community.

Organizational Impact:

With any change, there will be some degree of passive and active resistance, even if the change is a positive one for the Department and staff. Atherton PD has a tradition and culture that works toward delivering police services to meet the community expectations. Atherton employees often go the extra step when many government organizations struggle to encourage employees to meet a minimum level of service. For instance, a few weeks ago, a resident reported their small dog missing. The on-duty officers spent considerable time search the area for the missing dog with no luck. As they drove around the area, one of the officers spotted a dead dog in the roadway that had been run over by a vehicle. Sadly, as if often the case, the driver who killed the animal was nowhere to be seen, nor was the incident reported to the police. The officer determined that it might be the very dog he was searching for. He examined the dog and noticed there was a collar. He used his hands to retrieve the collar, and it had the name of the dog they were looking for. The officer went to the resident's home and delivered the sad news. The point of this story was not to recount a sad event, but to show that these are the types of calls officers choose to spend time doing. If staffing levels do not allow officers to go these extra steps, which they routinely do, it will have an overall effect on the morale of the organization. Transitioning to a more reactive policing environment will take some time to enculturate.

Because most of the PD's staff would be limited to patrol, recruiting new officers will be an organizational challenge because both vertical and horizontal opportunities for career development and advancement within the organization will be significantly reduced.

Conclusion:

This progress report on PD staffing should begin to help identify and introduce what options are available for police services in Atherton. As mentioned at the beginning of this report, a more comprehensive evaluation of PD's efficiency and effectiveness is underway to bring the organization into congruence with our values-based policing philosophy. The categories being analyzed include the following:

- A. Organizational Structure
- B. Communications
- C. Patrol Operations
- D. Investigations
- E. Property and Evidence
- F. Crime Scene
- G. Training and Personnel

- H. Traffic Enforcement
- I. Internal Affairs
- J. Policies and Procedures
- K. Technology
- L. Special Programs

ATTACHMENT "A": IACP-PAM MODEL

ATTACHMENT "B": 2008 DOJ DATA

ATTACHEMENT "C": HILLSBOROUGH PD & AHERTON PD



PATROL STAFFING AND DEPLOYMENT STUDY

The IACP has long been recognized for its preeminence in the field of patrol staffing, deployment, scheduling, and productivity. We have a series of service packages available to assist jurisdictions to cope with the highly technical considerations that characterize patrol staffing. Most are collaboratively designed.

OBJECTIVES

Objectives of IACP patrol allocation, deployment, scheduling, and productivity studies can include any or all of the following:

- Determine the number of field patrol officers and supervisors currently required to enable a department to:
 - respond to emergency and non-emergency demands of citizens in a timely manner;
 - conduct prevention and other proactive patrol tasks effectively, including community-oriented policing and problem solving;
 - conduct all other patrol tasks effectively, including traffic control and special missions work;
 - allow officers to meet all administrative requirements satisfactorily, including report writing, training, court, and personal needs; and,
 - promote the safety of the public and police officers
- Assess gross patrol staffing requirements for the immediate future
- Design a plan for deploying the required number of patrol officers and supervisors most cost-effectively, by shift and patrol area, in response to temporal and geographic incidence of crime, demands for non-crime services, and the policing approach selected by the department

- ❑ Develop schedules for assigning required manpower most productively and equitably
- ❑ Examine the frequency and appropriateness of use of patrol overtime
- ❑ Assess the dimensions and appropriateness of officer availability
- ❑ Train department staff to conduct staffing requirements and deployment analyses.

Studies result in an extensive number and range of findings to immediately upgrade the effectiveness and productivity of patrol operations and intensify the accountability of both patrol units and officers. Training and technical assistance efforts impart knowledge and skills to enable department personnel to replicate the IACP patrol allocation and deployment methodology.

THE IACP APPROACH

Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions. Accordingly, they have no place in the IACP methodology. Defining patrol staffing allocation and deployment requirements is a complex endeavor which requires consideration of an extensive series of factors and a sizable body of reliable, current data. In defining patrol staffing requirements, we consider the following factors, the mix of which is absolutely unique to each locality and agency:

- ❑ Policing philosophy
- ❑ Policing priorities
- ❑ Police policies and practices
- ❑ Number of calls for service
- ❑ Population size and density
- ❑ Composition of population, particularly age structure
- ❑ Stability and transiency of population
- ❑ Cultural conditions
- ❑ Climate, especially seasonality

- ❑ Policies of prosecutorial, judicial, correctional, and probation agencies
- ❑ Citizen demands for crime control and non-crime control services
- ❑ Crime reporting practices of citizenry
- ❑ Municipal resources
- ❑ Trends in the foregoing areas.

To prescribe patrol requirements properly, a series of professional guidelines and departmental policy preferences must be explicitly considered and deliberately applied. These concern policing philosophy, service philosophy, response time standards, and supervision philosophy. The IACP survey team ensures that these guidelines and preferences are consciously deliberated and reflected in study findings and recommendations.

- ❑ **Policing Style/Philosophy.** It is common practice to divide the time available for field patrol activity equally, allowing one-third of an officer's time for response to calls for service; one-third of his or her time for crime prevention, community relations, and other proactive services that an agency may elect; and one-third for administrative duties such as writing reports, conferring with supervisors, and meals. Variations of this basic formula occur, especially in jurisdictions committed to problem-solving and/or neighborhood-oriented approaches. In these jurisdictions, the portion of time allocated for proactive activity must be substantially greater.

Police agencies should consciously choose a policing style, recognizing that modifications have direct effect on staffing requirements. Agencies coping with budget constraints can choose to reduce uncommitted, prevention-focused time, thus expanding the time committed to response to calls. This strategy reduces patrol staffing requirements, which may risk public safety. Alternatively, agencies can choose to be more proactive, allocating, for example, 40%, 45%, or 50% of each officer's time to crime prevention, problem solving, community relations, and other proactive activities. This strategy intensifies (increases) manpower requirements. The IACP management survey staff prefers this more proactive approach to policing.

- ❑ **Service Philosophy.** Police agencies can dispatch a field officer to handle each complaint or request made by each citizen. Agencies can also choose to be selective in dispatch choices. Stabilization in police department budgets has occurred in many cities at the same time that citizen demands for police service have increased and/or departments have been engaged in efforts to improve quality of service, reduce response times to urgent calls, and develop new strategies for crime prevention and community-police interaction, without measurable increases in patrol staffing. Many departments cope with this

condition by diverting non-emergency calls. Rather than dispatch mobile units, agencies employ alternative responses such as taking telephone reports, promoting walk-in and mail-in reporting, using para-professionals and referring calls to other governmental agencies. Agencies often combine these strategies with delayed mobile response, which involves on-site response, delayed 30-60 minutes. Use of these alternatives, referred to as differential responses, lowers field staffing requirements. They represent a tradeoff of costs for on-scene service levels.

- **Response Time Standards.** Response time to highest-priority calls must be as rapid as possible. Highest-priority calls include those which pose danger to the lives of citizens and/or police officers and those which present opportunity to arrest an alleged offender. Absolute, formally-endorsed response time standards have not been established. Response times, like other factors discussed, have major impacts on manpower requirements. The impact of response time goals is evident. The higher the goal (the faster the desired response), the greater the staffing requirements. Response times are not exclusively staffing driven. Call prioritization is crucial in achieving desired response times.

- **Supervision Style and Requirements.** The Commission on Accreditation of Law Enforcement Agencies recommends a supervisor be responsible for no more than twelve officers or eight beats. This standard is useful but requires skillful adaptation. To prescribe the number of supervisors required, it is essential to consider entry level selection standards, quality and experience of patrol personnel, the process used to select supervisors, quality of supervisory training, time available for supervisors to supervise, and preferred supervisory style -- control-oriented, coach-facilitating, coaching, or a combination. Fewer supervisors are required when an agency has an experienced field force and experienced supervisors. More are needed when an agency has a young, inexperienced field force. Well trained officers require less supervision than modestly or poorly trained officers.

- **Community Policing Roles.** The role of the patrol officer differs radically in agencies committed to community-inclusive forms of policing. A patrol officer's role must be fully defined in order to incorporate time components into the calculation of patrol officer requirements. Community and problem solving policing is labor-intensive for patrol, although empirical evidence has yet to accumulate to quantify requirements with confidence.

Because of public safety, public policy, and cost implications, IACP's approach to staffing allocation and deployment ensures that a jurisdiction's own preferences in the foregoing policy areas are reflected in findings, recommendations, and prescriptions, without ever compromising professional police standards.

WORK PLAN

To achieve study objectives, a five-phase work plan is conducted:

- ❑ Phase 1 - Staffing Requirements Training
- ❑ Phase 2 - Policy Preference Review
- ❑ Phase 3 - Patrol Staffing Data Collection
- ❑ Phase 4 - Staffing Requirements Projections
- ❑ Phase 5 - Report Preparation.

PHASE 1: STAFFING REQUIREMENTS TRAINING

Work begins with one to three days of training. The training, prepared and delivered by a lead member of IACP's Progressive Patrol Administration professional development seminar, focuses on IACP's patrol manpower and deployment approach, data needs and collection requirements, scheduling methodologies and alternatives, patrol philosophies, and the unique requirements for patrol management under problem-solving and community-oriented approaches. At the conclusion of the training, participants are prepared to assist in data collection. This reinforces the capabilities acquired in the classroom, further equipping department members to conduct future studies. A department chooses the number of individuals to be trained. Computer experts from a department and/or a city and budget/control agency personnel find this training of exceptional value.

PHASE 2: POLICY PREFERENCE REVIEW

Concurrent with training, IACP staff meets with local officials to review and receive direction on policy options that influence staffing requirements, namely policing style, service philosophy, response time standards, and community policing roles of patrol officers. Because of the profound public policy implications of these options, elected and appointed municipal officials should be central to the process. IACP staff sets forth the substance and implications of the issues and otherwise facilitates discussions. To proceed constructively with a study, staff needs only direction from this process, not binding decisions.

PHASE 3: PATROL STAFFING DATA COLLECTION

Phase 3 entails collection of data needed to develop staffing requirements estimates and define the most cost effective deployment patterns. To develop a clear and accurate description of needs, information, records, and documents are collected that pertain to and include:

- ❑ All occasions when officers report for duty
- ❑ All occasions when officers do not report for duty due to time off, vacations, sick leave, court time, and for other reasons

- ❑ Availability/show-up rates
- ❑ All directed officer activity
- ❑ All self-initiated officer activity
- ❑ All officer administrative activity
- ❑ Overtime
- ❑ Type and quantity of reported criminal activity personnel regulations that describe amount and types of authorized leaves of absence
- ❑ Personnel regulations that describe amount and type of authorized leaves of absence
- ❑ Daily activity reports of each officer to determine division of labor
- ❑ New or special programs or administrative restrictions contemplated (in-service training, for example)
- ❑ Organization charts and descriptions which describe present work assignments and manpower levels
- ❑ Maps showing beat assignments and general geography of the area.

The scope and reliability of CAD/computer supplied data governs the simplicity, complexity, and timeliness of completion of work. Some required information may not be readily available. In these instances, standard forms and data collection instruments are used to generate fresh data.

PHASE 4: STAFFING REQUIREMENTS PROJECTIONS

Using the policy intents expressed in Phase 2 the data gathered during Phase 3, staffing requirements are calculated. Alternative requirement configurations may be prepared, reflecting variations and options in schedules. The most cost effective configuration is identified.

Once staffing requirements have been calculated, two additional major products can be developed.

- ❑ **Budget Impact Projections.** The projected number of patrol officers needed can be compared to current number to develop budget impact estimates -- whether more or fewer officers are needed and whether this number will call for increases or produce savings in expenditures.

- **Deployment and Scheduling Plan**. A shift deployment scheduling plan can be produced for the next year. Comparison of current and proposed deployment will reveal whether current deployment and scheduling patterns have been wasteful or failed to optimize potentials.

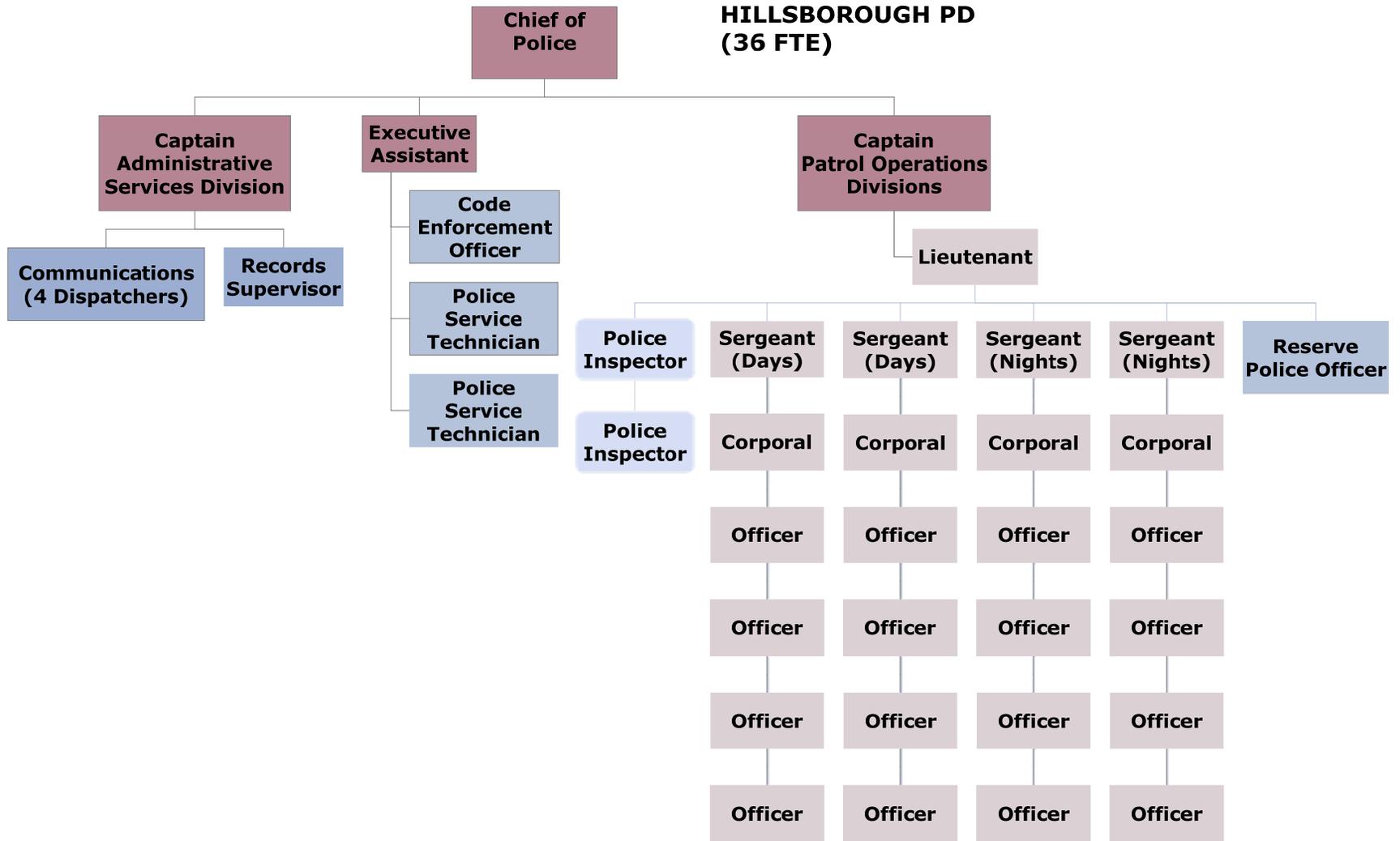
PHASE 5: REPORT PREPARATION AND PRESENTATION

A study concludes with preparation of a written report. The report is presented by IACP's project manager at a time and to an audience chosen by local officials.

Table 11
CRIMES, 2008
 Santa Clara County

Jurisdiction	Violent crimes					Property crimes				Larceny-theft			Arson
	Total	Homicide	Forcible rape	Robbery	Aggravated assault	Total	Burglary	Motor vehicle theft	Larceny-theft over \$400	Total	Over \$400	\$400 and under	
County total	5,452	50	352	1,698	3,352	23,472	6,820	7,274	9,378	28,347	9,378	18,969	498
Sheriff's Department	388	1	30	89	268	1,939	760	268	911	2,318	911	1,407	24
Unincorporated	286	1	27	46	212	1,150	465	208	477	1,144	477	667	5
Cupertino	52	0	2	19	31	506	169	45	292	851	292	559	11
Los Altos Hills	1	0	0	0	1	45	33	0	12	21	12	9	1
Santa Clara Transit District	36	0	0	22	14	39	0	3	36	98	36	62	0
Saratoga	13	0	1	2	10	199	93	12	94	204	94	110	7
Campbell	88	0	7	32	49	694	208	134	352	1,035	352	683	24
Gilroy	237	3	13	86	135	798	258	190	350	1,113	350	763	24
Los Altos	13	0	2	8	3	245	136	10	99	224	99	125	3
Los Gatos	32	1	5	9	17	391	123	52	216	525	216	309	20
Los Gatos	32	1	5	9	17	359	108	51	200	501	200	301	19
Monte Sereno	0	0	0	0	0	32	15	1	16	24	16	8	1
Milpitas	149	0	10	66	73	993	228	252	513	1,592	513	1,079	22
Morgan Hill	81	0	7	21	53	363	165	93	105	506	105	401	25
Mountain View	289	6	7	55	221	789	233	143	413	1,444	413	1,031	7
Palo Alto	83	2	5	42	34	945	366	71	508	1,307	508	799	13
San Jose	3,643	31	220	1,124	2,268	12,933	3,457	5,229	4,247	13,612	4,247	9,365	288
Santa Clara	231	4	20	83	124	1,802	450	402	950	2,172	950	1,222	14
Sunnyvale	184	2	17	65	100	1,208	350	346	512	1,894	512	1,382	33
CSU San Jose	31	0	9	18	4	167	30	10	127	361	127	234	1
Foothill College	0	0	0	0	0	66	38	5	23	61	23	38	0
West Valley College	2	0	0	0	2	51	10	7	34	108	34	74	0
San Jose Community College	0	0	0	0	0	22	4	3	15	53	15	38	0
Agnews Developmental Center	0	0	0	0	0	8	4	2	2	6	2	4	0
Union Pacific Railroad	0	0	0	0	0	1	0	0	1	2	1	1	0
CA Highway Patrol	1	0	0	0	1	57	0	57	0	14	0	14	0

**HILLSBOROUGH PD
(36 FTE)**



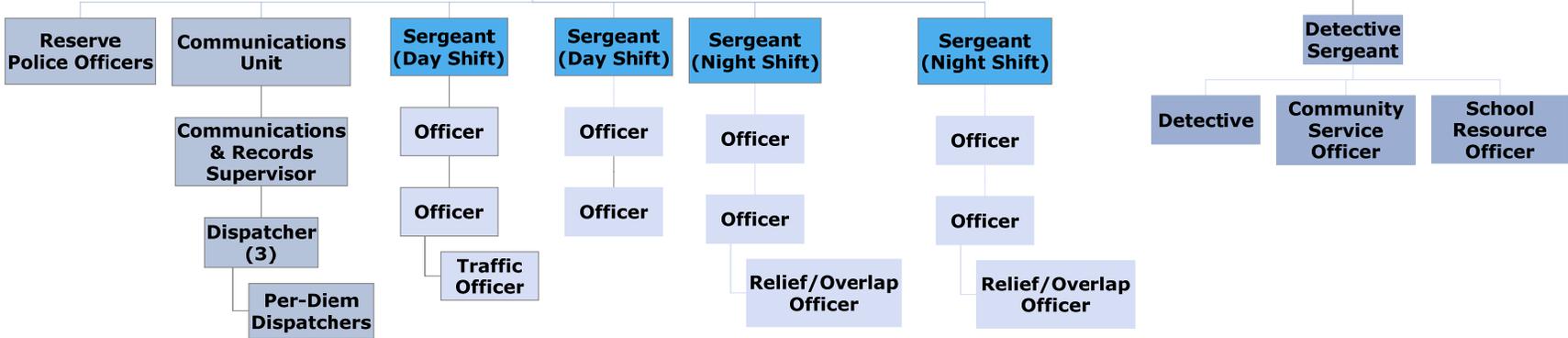
**Atherton Police Department
(26 FTE)**

**Chief of
Police**

**Executive
Assistant**

**Lieutenant
Field Services
Division**

**Administrative
Services
Division**



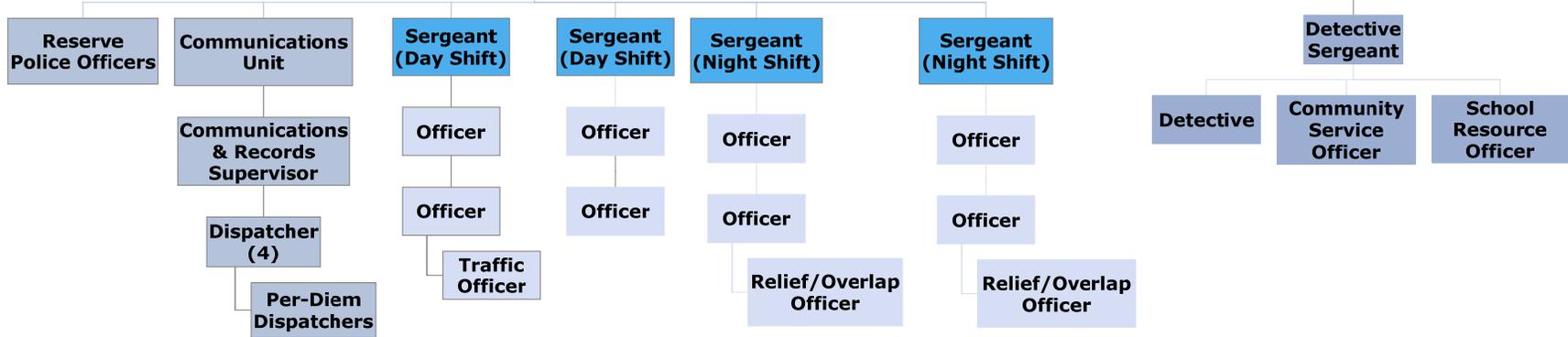
**Atherton Police Department
(27 FTE)**

**Chief of
Police**

**Executive
Assistant**

**Lieutenant
Field Services
Division**

**Administrative
Services
Division**





Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF AUGUST 18, 2010

**SUBJECT: AUDIT COMMITTEE RECOMMENDATIONS ON PURCHASING
POLICY**

RECOMMENDATION

To be determined by City Council.

DISCUSSION

On July 21, 2010, the City Council introduced an ordinance to amend Chapter 3.16 and add Chapter 3.17 to the Atherton Municipal Code establishing purchasing policy for supplies, services, and public works contracting. The Council also directed the Audit Committee to review the draft policy before its final adoption.

On August 4, 2010, the Audit Committee met to review the draft policy and decided the draft did not address procedural and adequate internal control from an audit standpoint. As a result, the Committee is recommending that the Committee be allowed to rewrite the policy with input from management team and external auditor. The Committee made the following motion.

MOTION by Hau, second by Massey to ask Bill Widmer working along with Finance Director to look at the present purchasing system and review, come back with a new direction possibly in the next meeting with an initial flowchart. The motion passed unanimously.

In addition to requesting the Finance Director to obtain other cities purchasing policy, the Committee is recommending that the Town staff to continue to adhere to the Chapter 3.16 currently in the Municipal Code until the Committee brings back a re-write policy to the City Council for their approval. The Committee is aware of the importance and is planning to move full speed ahead to accomplish this task if approved by the City Council.

Alternative Option

Numerous hours of staff and City Attorney cost have been spent on the draft Chapter 3.16 and Chapter 3.17. Rewriting the draft is starting the process over. If the City Council prefers not to accept the Audit Committee recommendations, the City Council can direct staff to bring back the current draft for final adoption in its September meeting.

FISCAL IMPACT

None

Prepared by:

Approved by:

/s/ Louise Ho

Louise Ho
Finance Director

Jerome Gruber
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME D. GRUBER, CITY MANAGER

DATE: FOR THE REGULAR MEETING OF AUGUST 18, 2010

SUBJECT: APPROVE CONSULTANT SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR CODE ENFORCEMENT OFFICER

RECOMMENDATION:

Approve Consultant Services Agreement with CSG Consultants, Inc. to provide Code Enforcement Services to the Town of Atherton in the amount of \$56,925.00 for the fiscal year 2010-11.

BACKGROUND:

At the June 16, 2010 City Council Meeting the contract for CSG Consulting was on the agenda for consideration to renew. Council discussed the current proposed cost of the contract of \$ 58,000 and directed the City Manager to solicit input from other neighboring jurisdictions to see if they were interested in providing the Town with a Code Enforcement Official.

Staff called the cities of Hillsborough, Redwood City, Woodside, Menlo Park and Portola Valley to see if any of them are interested in providing Code Enforcement services to the Town.

After further dialogue with the City of Menlo Park there was no further interest in providing the Town of Atherton with services regarding Code Enforcement.

I recommend continuing to use CSG consulting and bring back a contract to the City Council in September for the following reasons

1. The Town has spent a great deal of resources over the last year on the Administrative Citation process. During that time frame the current Code Enforcement Officer was involved in the drafting of the Ordinance along with the City Manager and Assistant City Attorney and is familiar with all aspects of the Ordinance.
2. The Administrative process is ready to implement and the current Code Enforcement Officer is familiar with Code Enforcement related matters that may require the implementation of the Administrative process.
3. The current Code Enforcement Officer is extremely knowledgeable about the Atherton Municipal Code and how it relates to the current level of service provided by CSG.
4. The current Code Enforcement Officer is familiar with problem areas throughout Town and systematically focuses the Towns limited resources on those areas by working in a collaborative manner with residents instead of a confrontational manner to resolve problems.
5. Atherton is a unique community. The current Code Enforcement Officer is familiar with and is sensitive to the politics, dynamics, personalities and challenges associated with Atherton.
6. Maintaining the current Code Enforcement Officer would provide with an institutional knowledge and history of the Town that would take another firm or City years to become familiar with.
7. Maintaining the current Code Enforcement Officer would allow for continuity and consistency of operations as it relates to Code Enforcement for the Town of Atherton.
8. Bringing in a new Code Enforcement Officer would require a great deal of time to be brought up to speed on the Town of Atherton therefore a large amount on funding for the new position would be spent on training verses enforcement.
9. Maintaining the current Code Enforcement Officer would allow for the Code Enforcement Officer to work with the Police Departments Community Services Officer with Code Enforcement related matters. The Community Services Officer with assist the Towns Code Enforcement Officer with Administrative duties four hour per week thus allowing the Towns Code Enforcement Officer to spend additional time out in the community.

FISCAL IMPACT:

The hourly rate remains at \$103/hour. Sufficient funds to provide these services are included in the 2010-11 budget.

Attachment: 1- CSG Proposal
2- Professional Service Agreement

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, _____ by and between the TOWN OF ATHERTON, herein called the "Town", and CSG Consultants, Inc., herein called the "Consultant".

Recitals

WHEREAS, Town desires to obtain assessment, field investigations, follow-up, correspondence logging and tracking of complaints and cases, public information and related duties in connection with Code Enforcement Services; and

WHEREAS, Consultant hereby warrants to the Town that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

Agreement

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

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

2. Project Coordination.

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

B. Consultant. The Consultant shall assign Building Official Mike Wasmann to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of Consultant are to commence no sooner than July 1, 2010 and be completed not later than June 30, 2011. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit B, and

incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit B must be approved in writing by the Project Manager.

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

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit C, and incorporated herein by reference. However, in no event shall the amount Town pays Consultant exceed fifty-six thousand nine hundred and twenty-five Dollars (\$56,925.00). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

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

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

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

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

F. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

5. Amendment to Scope of Work. Town shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Town. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate Town authorization.

6. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

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

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

9. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of the Town.

10. Conflict of Interest.

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

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or of any Town official, other than normal contract monitoring; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. Liability of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

13. Consultant Not an Agent of Town. Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business license. The Town is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

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

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the Town's Public Works Department office.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this section and Agreement.

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

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

17. Assignment; Subcontractors; Employees

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

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

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

18. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

(b) “This policy shall be considered primary insurance as respects any other valid and collectible insurance the Town may possess, including any self-insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it.”

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

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

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

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

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

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

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

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

19. Termination of Agreement; Default.

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

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, Town may terminate this

Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

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

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the Town. Consultant, however, shall not be liable for the Town's use of incomplete materials nor for the Town's use of complete documents if used for other than the project contemplated by this Agreement.

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

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

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

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

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

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in

employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

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

A. Exhibit A: Scope of Work, Schedule of Performance, Compensation

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

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

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

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

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

TOWN OF ATHERTON

CONSULTANT

By: _____
City Manager

By: _____
Title: _____

Date:

Date:

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work

See Attached



May 4, 2010

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

Re: FY 2010/11 Contract Code Enforcement Services

Dear Mr. Gruber

CSG Consultants, Inc. is pleased to provide this proposal to continue to provide code enforcement services for the Town of Atherton. Mr. Robert Cushing will continue to serve in this position. We understand that the Town currently requires these services 8 hours per week, with additional hours as needed. The fee for these services will continue to be billed at \$103 per hour as they have been for the past three years. We propose that Bob's time be scheduled in an 8 hour block every Wednesday (one full day per week). In addition, Bob will be respond to phone calls and emails on behalf of the City. Given the fact that Bob will be taking vacation during the 52 week period, charges for any additional services will be absorbed in our estimated schedule. As requested, we are also including expenses (mileage, etc) as well as phone availability. The estimated annual fee for these services is as follows:

Fee Schedule: 8 hours per week; 119 hours phone calls/year

\$103/hr x 8 hours per week @ 52 weeks = \$42,848

Estimate average of \$35 daily expenses (mileage, etc.) @ 52 weeks = \$1,820

\$103/hour - Phone calls at 119 hours per year = \$12,257

Total Estimated Expenses: \$56,925

The contract will be in effect from July 1, 2010 until June 30, 2011. CSG will obtain prior approval from the City Manager before performing any work in excess of the above noted schedule. Additional hours will not exceed 10% over the agreed upon time period without Council approval. The following outlines our proposed scope of work:

Scope of Service

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.

Thank you again for the opportunity to further serve the Town of Atherton. Should you have any questions, please contact me at (650) 522-2500.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Mao", is written over a horizontal line.

Richard Mao, P.E.
President



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF AUGUST 18, 2010

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING BUDGET
AMENDMENT FOR FY 2010-11**

RECOMMENDATION

Adopt the resolution approving the budget amendment for FY 2010-11 for the General Fund.

DISCUSSION

On July 21, 2010 meeting, the City Council passed a motion 3-2 to approve the use of General Fund undesignated reserve of \$432,713 to repay the Road Impact Fee Fund to correct a Fiscal Year 2003-2004 charge for corporation yard. Staff was directed to bring back a budget amendment in its August meeting for their approval.

FISCAL IMPACT

To fund the \$432,713 reimbursement expense, the City Manager is recommending the use of General Fund undesignated reserve since there will be no excess revenue in FY 2010-11 to cover. A majority vote of the City Council will be required to use reserve based on the Fund Balance Policy for the General Fund adopted on May 19, 2010.

Prepared by:

Approved by:

/s/ Louise Ho

Louise Ho
Finance Director

Jerome D. Gruber
City Manager

Attachment: Budget Amendment Resolution
Exhibit A

RESOLUTION NO. 10-49

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON APPROVING BUDGET AMENDMENT
FOR FY 2010-11**

WHEREAS, it is in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2010-2011 Operating Budget be amended as set forth in Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve an amendment to the FY 2010-11 Town Budget to enact the changes identified on Exhibit A attached hereto.

PASSED AND ADOPTED at a meeting of the City Council of the Town of Atherton held on the 18th day of August, 2010 by the following vote:

AYES: Council members:
NOES: Council members:
ABSENT: Council members:

Kathy McKeithen, Mayor

ATTEST:

Theresa N. DellaSanta,
Deputy City Clerk



I

ITEM 31

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF AUGUST 18, 2010

**SUBJECT: ADOPTION OF A RESOLUTION AUTHORIZING REFUNDING OF
THE FORTY PERCENT (40%) INCREASE IN ROAD IMPACT FEES
IMPLEMENTED IN 2007**

RECOMMENDATION

Adopt the resolution authorizing refunding of the forty percent (40%) increase in Road Impact Fees implemented in 2007.

DISCUSSION

On July 21, 2010 meeting, the City Council passed a motion 4-1 to limit the Road Impact Fee refund to the additional 40% increment that went into effect on August 17, 2007, as proposed in the Colleagues Memorandum; direct staff to prepare a resolution authorizing the 40% Road Impact Fee increment refund for approval by City Council at its next regular meeting.

Attached is the resolution drafted by the City Attorney.

FISCAL IMPACT

It is estimated that the 40% refund will cost about \$427,000. The refund is to be paid out of the Road Impact Fee Fund. Staff will bring back a mid-year budget adjustment.

Prepared by:

Approved by:

/s/ Louise Ho

Louise Ho
Finance Director

Jerome D. Gruber
City Manager

Attachment: Resolution



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF AUGUST 18, 2010

**SUBJECT: APPROVAL OF THE CONSULTANT SERVICES AGREEMENT
BETWEEN MUNISERVICES, LLC AND THE TOWN OF ATHERTON
FOR ROAD IMPACT FEE REFUND PROCESSING**

RECOMMENDATION

Approve the consultant services agreement with MuniServices LLC; and authorize the City Manager to execute the agreement.

DISCUSSION

On July 21, 2010, the City Council directed the Finance Director to negotiate the lowest possible cost with MuniServices to assist in the Road Impact Fee Refunds Program. After several discussions with MuniServices, staff is pleased to report that MuniServices has agreed to reduce their fee from \$40,000 to \$30,000.

MuniServices has experience handling the Town's business license tax refund. The process to refund road impact fees will be very similar to the business license tax refund. MuniServices will work closely with Town staff to review and approve refund claims for the period August 18, 2009 to December 16, 2009, and the additional 40% increment that went into effect on August 17, 2007.

FISCAL IMPACT

The \$30,000 processing cost is currently not budgeted in the FY 2010-11 General Fund operating budget. A mid-year budget adjustment will be necessary.

Prepared by:

Approved by:

/s/ Louise Ho

Louise Ho
Finance Director

Jerome D. Gruber
City Manager

Attachment: Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, _____ by and between the TOWN OF ATHERTON, herein called the "Town", and MuniServices, LLC, its subsidiaries and affiliates, herein called the "Consultant".

Recitals

WHEREAS, Town desires to obtain Consulting services in connection with Refund Processing Service for Road Impact Fees; and

WHEREAS, Consultant hereby warrants to the Town that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

Agreement

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

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

2. Project Coordination.

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

B. Consultant. The Consultant shall assign Joshua Davis and Tony Unger to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of Consultant are to commence no sooner than August 19, 2010 and be completed by the timeline established by the Town.. Consultant shall perform its services in accordance with the schedule

attached hereto as Exhibit B, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit B must be approved in writing by the Project Manager.

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

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit C, and incorporated herein by reference. However, in no event shall the amount Town pays Consultant exceed thirty-thousand Dollars (\$30,000). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

B. Timing of Payment.

Town shall pay MuniServices a fixed fee of \$30,000 for the Refund Claims Processing Service with 50% of the fixed fee being paid upon execution of this Agreement and the remaining 50% to be paid on December 1, 2010.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

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

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

F. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

5. Amendment to Scope of Work. Town shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Town. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate Town authorization.

6. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

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

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

9. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of the Town.

10. Conflict of Interest.

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

government entities is not and shall not be considered a conflict of interest or breach of this agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or of any Town official, other than normal contract monitoring; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. Liability of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless the Town, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any negligent acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement except to the extent of the negligence or willful misconduct of Town. The Town has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. Notwithstanding anything in this Agreement to the contrary, Consultant has no obligation to defend or indemnify the Town against any claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any challenge to the Town's Road Impact Fee or the refund process.

13. Consultant Not an Agent of Town. Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue

to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business license. The Town is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

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

C. Prevailing Wage. Deleted by the agreement of the parties.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this section and Agreement.

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

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

17. Assignment; Subcontractors; Employees

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

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the Town as such; and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

(b) “This policy shall be considered primary insurance as respects any other valid and collectible insurance the Town may possess, including any self-insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it.”

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

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

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

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

B. All Coverages. Upon notice from the relevant insurer, Consultant shall provide 30 days prior written notice of cancellation to the Town by certified mail, return receipt requested. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

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

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

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

19. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated, any time, without cause, by the Town upon 30-days written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, Town may terminate this

Agreement immediately upon written notice after having giving Consultant a reasonable opportunity to cure the failure to perform. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

C. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment. Additionally, Consultant's right to payment on work completed survives termination.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the Town. Consultant, however, shall not be liable for the Town's use of incomplete materials nor for the Town's use of complete documents if used for other than the project contemplated by this Agreement.

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

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

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

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

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

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

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

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation

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

34. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment related to this Agreement and the work done hereunder shall be prohibited unless expressly authorized by the Town.

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

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

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

TOWN OF ATHERTON

CONSULTANT

By: _____
City Manager

By: _____
Marc Herman, President

Date:

Date:

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work

A. Refund Claims Processing

The refund claims processing service is designed to assist the Town with processing Road Impact Fee Refunds as authorized by the City Council in Resolutions _____(insert reso numbers for both refunds – one from December or January, one from August) on . Refunds are payable only from the Towns Road Impact Fee Refund Program.

The Town will refund Road Impact Fees collected from September 18, 2009 to December 16, 2009 without having the fee payer submit a request form.

B. MuniServices will perform the work outlined below.

1. Compile and analyze Town Road Impact Fee payment data as it relates to fee payers.
2. Prepare and mail notices and claim forms subject to Town-approved refund process.
3. Provide toll free phone number for ratepayer consultation and assistance with claim process.
4. Process claims forms by comparing ratepayer claims with the compiled Town database
5. Notify and work with Town and businesses to resolve discrepancies with claims.
6. Forward approved claims to Town for review.
7. Forward Town-provided settlement agreements to claimants and forward checks, drawn by Town and forward to MuniServices, to claimants upon receipt of executed settlement agreements.
8. Applications will be processed and no payments will be made until the time for filing claims has expired and the Town has determined whether there are sufficient funds to refund all amounts in full.
9. If the refund claims that the Town determines, in its sole discretion, to be valid, exceed the Road Impact Fee Funds available for refunds, then the refunds shall be pro-rated. (For example, if valid refund claims totaled \$1,000,000 and funds available for refund payments were \$900,000, each refund would be paid at a rate of ninety cents for each dollar of road impact fee paid.).
10. As a condition of receiving a Road Impact Fee Refund, the individual or entity receiving the refund shall execute a settlement and release form, releasing all claims arising in connection with the Town's Road Impact Fee and indemnifying the Town against any claims by third-parties alleging entitlement to the refund in question, in a form satisfactory to the City Attorney.

C. Additional Consulting. Upon mutual agreement between MuniServices and the Town as to the scope of services to be provided, MuniServices shall provide to Town such additional consulting services as Town may request. Consulting services otherwise included in this Addendum will not be subject to MuniServices' fees for Additional Consulting as set forth below.

EXHIBIT B

Schedule of Performance

After the City Council has approved the consulting services agreement, MuniServices will begin the work within ___three business _____ days and completed by the timeline set forth by the Town.

The time for filing a refund claim with the Town shall be a maximum of 90 days after notice is first mailed and the Town publishes notice of the program at least once in the *Atherton Almanac* and such other media as the City Manager may determine to be useful in providing effective notice of the refund program. The Town will also provide notice of the program on its website.

EXHIBIT C

Compensation

- A. Refund Claims Processing.** Town shall pay MuniServices a fixed fee of \$30,000 for the Refund Claims Processing Service with 50% of the fixed fee being paid upon execution of this Agreement and the remaining 50% to be paid on December 1, 2010.

- B. Additional Consulting.** For any agreed scope of services to be performed by MuniServices for Town as Additional Consulting, MuniServices shall be compensated on a Time and Materials basis. Depending on the personnel assigned to perform the work, these additional consulting services will be invoiced no less frequently than monthly based on actual time and expenses incurred.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

**FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR
LOUISE HO, FINANCE DIRECTOR**

DATE: FOR THE MEETING OF AUGUST 18, 2010

**SUBJECT: APPROVE ADJUSTMENTS TO CAPITAL IMPROVEMENT
PROJECT (CIP) SUPPORT AND ADMINISTRATIVE CHARGES
TO THE ROAD IMPACT FEE FUND AND APPROVE THE USE
OF GENERAL FUND UNDESIGNATED RESERVE OF \$469,642
TO REPAY THE ROAD IMPACT FEE FUND**

RECOMMENDATION:

Approve adjustments to CIP support and administrative charges to the Road Impact Fee Fund and approve the use of General Fund undesignated reserve of \$469,642 to repay the Road Impact Fee fund.

DISCUSSION:

On July 21, 2010, the City Council directed the Finance Committee to review and determine the appropriate amount of engineering and administrative support costs chargeable to the Road Impact Fee Fund for CIP.

From 2003 until 2006, operating transfers were made from the Road Impact Fee Fund to the General Fund to pay for street maintenance and engineering support for the Capital Improvement Program (CIP). From 2003 until 2009, administrative service charges were transferred from the Road Impact Fee fund to the Administrative Service Fund to pay for Town general overhead.

Based on the request of the Citizen's Group, staff was directed to recheck the appropriateness of the operating transfers to General Fund. While examining the operating transfers, staff felt that it would be proper to also examine the administrative services charges for its reasonableness.

The procedure used to recalculate the transfers is attached, along with a spreadsheet showing all charges and the numbers associated with each step of the procedure.

It was determined that street maintenance was not a correct allocation of Road Impact Fee funds; therefore, only engineering support for the Road Impact Fee portion of the CIP was calculated. This amount should have been charged each year that Road Impact Fee projects were constructed. Step 6 of the procedure shows the recalculated engineering costs related to Road Impact Fee projects. From 2001 to 2010, this amount was calculated as \$496,469. The transfers actually made totaled \$679,849, so the reduction should be \$183,380.

The NBS Cost Allocation study determined an administrative charge for the engineering department. That charge was converted to a percentage (an overhead rate) and applied to the Road Impact Fee portion of engineering support for the CIP. From 2001 to 2010 this amount was calculated as \$95,625. The transfers actually made totaled \$381,887, so the reduction should be \$286,262.

The total reduction from these two line items would be \$469,642. These procedures and the calculations were reviewed by the Finance Committee at their August 12, 2010 meeting. The Finance Committee recommends that Council accept the staff procedures and calculations report and approve the transfer of \$469,642 from the General Fund to the Road Impact Fee fund.

In addition to the Finance Committee review, the procedures and preliminary recalculation have been discussed and reviewed by the Town external auditor Maze & Associates on an informal basis.

FISCAL IMPACT:

By approving the adjustments to reduce the engineering and administrative support costs chargeable to the Road Impact Fee Fund, the use of General Fund undesignated reserve will be necessary since there are insufficient General Fund revenues in FY 2010-11 to cover the repayment.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

/s/ *Louise Ho*

Louise Ho

Staff Report
August 18, 2010
Page 3 of 3

Finance Director

Attachments: Allocation Procedures
Adjustment Summary
Adjustment Worksheet

Town of Atherton												
Road Impact Fee Revenues & Expenditures												
Fund 210												
											7/1/09- 12/31/09	
		2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	Total
	Beg. Cash Balance	-	378,028	646,417	650,346	632,420	832,050	883,873	518	840,699	754,133	-
210-00-1350-000	Road Impact Revenue	377,572	501,038	395,234	541,592	599,606	1,169,195	264,569	988,305	612,037	115,955	5,565,103
210-00-1350-001	Off-Haul Fee Refund						(489,686) *	455,796	33,890			-
210-00-1540-000	Other Reimbursements				(3,625)					25,884		22,259
210-00-1710-000	Interests Income	456	20,196				18,139	11,993	(25,769)		993	26,008
	Total Revenues	378,028	521,234	395,234	537,967	599,606	697,649	732,358	996,425	637,921	116,948	5,613,370
210-00-3107-259	2009 Street Reconstruction									5,122	2,008	7,130
210-00-3165-000	Road Impact Fee Study					14,603	1,667			12,520		28,790
210-00-3165-235	Seal, Patch & Overlay		2,845				261,159		67,365	139,359		470,727
210-00-3165-236	Middlefield Rd. Rehab.		250,000	306,011								556,011
210-00-3165-237	Street Reconstruction							119,989	28,880	256,202		405,071
210-00-3165-239	2002 Patch, Seal & Slurry				67,500	23,211	9,400					100,111
210-00-3165-244	Atherton Avenue Reconstruction										169,755	169,755
210-00-3165-251	2005-06 Selby Reconstruction							1,435,723				1,435,723
210-00-3165-259	2009 Street Reconstruction									142,586	126,674	269,260
210-00-3165-405	Street Corp Yard Remodel				432,713							432,713
210-00-3910-000	Administrative Service			47,287	28,800	57,200	63,600	60,000	60,000	65,000		381,887
210-50-4010-551	Operating Transfer to GF			38,007	26,880	304,962	310,000					679,849
210-00-3165-973	Fletcher-Ridgeview Reconstruction									103,698	30,453	134,151
	Total Expenditures	-	252,845	391,305	555,893	399,976	645,826	1,615,713	156,245	724,486	328,890	5,071,178
	Net Change	378,028	268,389	3,928	(17,926)	199,630	51,823	(883,355)	840,181	(86,565)	(211,941)	542,192
	End. Cash Balance	378,028	646,417	650,346	632,420	832,050	883,873	518	840,699	754,133	542,192	542,192



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME D. GRUBER, CITY MANAGER

DATE: FOR THE REGULAR MEETING OF AUGUST 18 2010

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
WITH BURKE, WILLIAMS, & SORENSON, LLP FOR CITY
ATTORNEY SERVICES**

RECOMMENDATION:

Approve Professional Services Agreement with Burke, Williams & Sorenson, LLP for City Attorney Services.

BACKGROUND:

On July 1, 2010 Council received a correspondence from MHA referencing cessation of operations for their law firm. As indicated in the memo to Council and press release MHA is terminating its contract with the Town as of August 31, 2010 due to closure of the firm. MHA has since announced that it would be taken over by Burke, Williams and Sorenson (BSW) in Menlo Park, beginning on September 1, 2010.

Due to ongoing personnel matters that need immediate and ongoing monitoring and legal oversight it is recommended that as part of the attached contract, Tim Davis of Burke, Williams & Sorenson, LLP be retained effective August 19, 2010.

The City Manager and staff understand the current financial challenges that the Town are experiencing and are sensitive to maintaining to the best of our ability a legal budget that reflects fiscal stewardship while protecting the Town against future litigation.

FINANCIAL IMPACT:

City Attorney services has already been budgeted and approved for fiscal year 2010/11.

AGREEMENT

This AGREEMENT, dated _____, 2010, is made and entered into by and between the Town of Atherton, a municipal corporation ("Town"), with offices at 91 Ashfield Road, Atherton, California 94027, and Burke, Williams & Sorensen LLP, ("Burke") a California limited liability partnership, with offices at 1901 Harrison Street, 9th Floor, Oakland, California 94612.

RECITALS

In October of 2008, McDonough Holland & Allen P.C. ("McDonough") responded to a Request for Proposals issued by Town for legal services.

In February of 2009, McDonough began providing legal services to Town under a contract dated February 13, 2009 ("the McDonough Agreement.")

Under the terms of the McDonough Agreement, McDonough is required to give the Town sixty (60) days advance notice before terminating the agreement. The Town may terminate the McDonough Agreement at any time by giving written notice.

McDonough is winding up its business as a law firm and gave notice to Town on July 1, 2010 of the termination of the McDonough Agreement as of August 31, 2010.

Wynne S. Furth and Benjamin D. Winig, who presently serve as the Town's City Attorney and Assistant City Attorney, and Leah Castella, who provides litigation services to the Town, are joining Burke on August 30, 2010. It is the desire of the parties to enter into this Agreement, providing for continuity of legal services and compensation practices to the extent possible.

Now, therefore, it is mutually agreed as follows:

Section 1. Legal Services.

Town hereby retains Burke as legal counsel effective August 19, 2010 and Burke agrees to faithfully represent the legal interests of Town during the term of this Agreement.

Wynne S. Furth shall continue to serve as City Attorney for Town, and Benjamin D. Winig shall continue to serve as Assistant City Attorney after they join Burke. Timothy Davis shall serve as Special Personnel Counsel as of August 19, 2010. Other Burke attorneys shall provide services as necessary.

Burke's duties shall be that of City Attorney to Town as of August 30, 2010, as described generally in Government Code sections 41081 through 41085. Burke shall perform any and all legal duties and functions entrusted to it by Town including, without limitation, attendance at City Council and Planning Commission meetings and other bodies as requested, provision of legal advice on Town matters to Town staff, attendance at a weekly staff meeting and weekly

office hours at the Town Hall, preparation of ordinances, resolutions, contracts and other legal documents pertaining to Town affairs, preparation of opinions regarding Town matters as requested by appropriate Town officials, and code enforcement. Burke shall provide representation to Town in all personnel and litigation matters involving Town unless, upon consultation with Burke, Town authorizes retention of separate counsel. The City Attorney's duties shall include the supervision of outside counsel.

Legal services will not include matters in which Burke has a conflict of interest that precludes Burke from representing the Town, members of the City Council, or Town officers or employees. If Burke lacks expertise to handle a particular assignment, Burke shall provide the City Council with a recommendation to hire outside counsel.

Section 2. Compensation.

In consideration for the rendition of legal services, Town shall compensate Burke as follows:

A. Town shall pay a fixed monthly retainer of \$11,000 to Burke for up to 50 hours per month of general counsel services as described in Exhibit "A." The 50 hours of legal services includes up to 5 hours of employment law consultation.

B. If the Town uses fewer than 50 hours of general counsel services in any month, the unused hours will be added to the retainer hours available in the following month.

C. For general counsel services in excess of retainer hours, Burke shall bill the Town at the rates for additional general counsel services set forth in Exhibit "B" attached to this Agreement and a part of it.

D. For special services provided in connection with litigation (including arbitration and mediation) legal services chargeable to third parties, or matters requiring extraordinary time commitments or which are of unusual complexity, and employment law beyond the retainer, Burke shall bill the town at the rates for special services described in Exhibit "B."

E. Costs (other than those covered by the administrative charge described in Exhibit "A") incurred by Burke on behalf of Town shall be reimbursed by Town. Provided, Town shall not be charged for travel expenses between the Oakland or Menlo Park offices of Burke and Town.

Section 3. Monthly Billings.

Burke shall bill the Town on a monthly basis. Each bill shall indicate the date of the work done, the work that was accomplished, the attorney or paralegal who performed the work, and the fee for the work done. Expenses not covered by the administrative charge described in Exhibit "B" shall be itemized. Fees and costs shall become payable to Burke upon receipt of the monthly statement for them.

Section 4. Amendment; Annual Review.

This Agreement may be amended from time to time by written agreement of the parties. The Town and Burke agree that there shall be an annual review of the provisions contained in this Agreement to ensure that its terms and conditions are mutually satisfactory to both parties.

Section 5. Termination.

This Agreement may be terminated by the Town at any time upon written notice to Burke and by Burke upon sixty (60) days written notice to Town. In the event of termination, Town shall be responsible only for pro rata portion of the retainer as well as for fees and costs incurred as of the effective date of the termination.

Section 6. Professional Liability Coverage.

During the term of this Agreement, Burke shall at all times maintain insurance coverage for professional liability. A certificate of insurance shall be provided to Town upon request.

Section 7. Indemnification.

Burke agrees to defend, indemnify and hold Town harmless from and against claims or liabilities arising out of the negligent errors or omissions of Burke discharging its obligations under this Agreement, excluding claims or liabilities arising out of the Town's active negligence or wrongful conduct.

TOWN OF ATHERTON

Date: _____

By: _____
Kathy McKeithen, Mayor

BURKE, WILLIAM & SORENSEN, LLP

Date: _____

By: _____

EXHIBIT A

<p>Retainer</p>	<p>\$11,000 for up to 50 hours of general counsel services per month, including up to 5 hours of employment law counseling.*</p>
<p>Services included in monthly retainer (including estimated weekly office hours on-site in Atherton)</p>	<p>Representation of and advice to the City Council, Boards, Commissions, and all town officials and staff in legal matters of municipal government. This includes attendance at one City Council and one Planning Commission meeting each month, and a minimum of four hours of on-site office hours each week, if requested by City Manager. It also includes additional hours of legal services each month including, but not limited to, preparation and/or review of ordinances, resolutions, contracts, record retention schedules, and other documents pertaining to the Town's business; research and legal opinions on matters as requested; updates on State or Federal legislation or judicial decisions impacting the Town with suggested action to assure compliance; guidance on personnel matters; legal work pertaining to land use issues, including review under the California Environmental Quality Act ("CEQA"); code enforcement prior to litigation; coordination and management of outside legal counsel; and communicating with the press as requested. The retainer covers a total of 50 hours of legal services per month, including up to 5 hours per month of employment law consultation. Hours not used in one month will roll over to the following month.</p>
	<p>(A 4% administrative charge is added to these hourly rates to cover the cost of normal photocopying, long distance telephone calls, regular mail postage, and telecopy charges.)</p>

EXHIBIT B

Retainer	\$11,000 for up to 50 hours of general counsel services per month, including up to 5 hours of employment law counseling.*																
Additional General Counsel Services, including pre-litigation code enforcement.	<table> <tr> <td>Wynne Furth and other shareholders and "of counsel:"</td> <td>\$275</td> </tr> <tr> <td>Benjamin Winig</td> <td>\$200</td> </tr> <tr> <td>Susanne Brown</td> <td>\$240</td> </tr> <tr> <td>Leah Castella</td> <td>\$240</td> </tr> <tr> <td>Other senior associates</td> <td>\$240</td> </tr> <tr> <td>Junior associates</td> <td>\$200</td> </tr> <tr> <td>Paralegals</td> <td>\$145-\$165</td> </tr> </table> <p>(A 4% administrative charge is added to these hourly rates to cover the cost of normal photocopying, long distance telephone calls, regular mail postage, and telecopy charges.)</p>	Wynne Furth and other shareholders and "of counsel:"	\$275	Benjamin Winig	\$200	Susanne Brown	\$240	Leah Castella	\$240	Other senior associates	\$240	Junior associates	\$200	Paralegals	\$145-\$165		
Wynne Furth and other shareholders and "of counsel:"	\$275																
Benjamin Winig	\$200																
Susanne Brown	\$240																
Leah Castella	\$240																
Other senior associates	\$240																
Junior associates	\$200																
Paralegals	\$145-\$165																
Special Services (Litigation, including arbitration and mediation, legal services chargeable to third parties, and matters requiring extra-ordinary time commitments or which are of unusual complexity, and employment law beyond the retainer.)	<table> <tr> <td>Wynne Furth</td> <td>\$295</td> </tr> <tr> <td>Timothy Davis</td> <td>\$295</td> </tr> <tr> <td>Benjamin Winig</td> <td>\$225</td> </tr> <tr> <td>Leah Castella</td> <td>\$255</td> </tr> <tr> <td>Other partners and "of counsel"</td> <td>\$295</td> </tr> <tr> <td>Other senior associates</td> <td>\$255</td> </tr> <tr> <td>Junior associates</td> <td>\$210</td> </tr> <tr> <td>Paralegals</td> <td>\$155-\$175</td> </tr> </table> <p>(A 4% administrative charge will be added.)</p>	Wynne Furth	\$295	Timothy Davis	\$295	Benjamin Winig	\$225	Leah Castella	\$255	Other partners and "of counsel"	\$295	Other senior associates	\$255	Junior associates	\$210	Paralegals	\$155-\$175
Wynne Furth	\$295																
Timothy Davis	\$295																
Benjamin Winig	\$225																
Leah Castella	\$255																
Other partners and "of counsel"	\$295																
Other senior associates	\$255																
Junior associates	\$210																
Paralegals	\$155-\$175																

*Unused retainer hours will be added to the retainer hours available in the following month.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME D. GRUBER, CITY MANAGER

DATE: FOR THE REGULAR MEETING OF AUGUST 18 2010

**SUBJECT: DISCUSS CITY ATTORNEY REQUEST FOR PROPOSAL
PROCESS AND DISCUSS COMPOSITION, TERMS, DUTIES AND
COUNCIL MEMBERS TO AN AD-HOC COMMITTEE FOR THE
ATTORNEY RFP PROCESS**

RECOMMENDATION:

To Be Determined.

BACKGROUND:

At the August 2, 2010 special City Council meeting, Council agreed to put an item on the regular August agenda to discuss and determine a process for obtaining a City Attorney. Staff researched possible options and supplied Council with the two documents which were provided by Mayor McKeithen and included request for proposal documents from the City of Orange Cove, CA. and the Village of Marvin, NC. Council was also given a copy of the proposal sent out by the Town, prepared by Management Partners in late 2008 during the last City Attorney recruitment process. Lastly, Council was given a copy of a handbook for municipal lawyers prepared by the League of California Cities.

Staff expects these documents will give Council a foundation for discussing the direction they choose to follow for a potential City Attorney recruitment process.

An ad-hoc committee consists of two members of a legislative body. An ad-hoc committee is formed for a specific task or objective, the legal RFP process in this case, and usually dissolved after completion of the task. Staff recommends that Council specifically discuss and determine the duties of the ad-hoc committee and appoint two members of Council to the committee.

Attachments:

1. Management Partners Request for Proposals document for the Town of Atherton, Release Date: October 27, 2008
2. City of Orange Cove, CA RFP document, 2010
3. Village of Marvin, NC RFP document, Release Date: January 27, 2010
4. Practicing Ethics: A Handbook for Municipal Lawyers produced by the League of California Cities

Charles Marsala – written report for August 18, 2010

EPC meeting on August 9th:

EPC members are concerned about Prop 23 to stop AB32.

Other items discussed:

1. Acterra High Energy Program
2. EPC FY 2010/2011 Budget
3. Green Building Ordinance
4. San Mateo County REAP Program
5. User Utility Tax

August 2010 - Council Report from Jerry Carlson

During the past month I have continued to log many hours on High Speed Rail and Caltrain matters including attending the following meetings: Peninsula Cities Consortium, High Speed Rail Policy Working Group, Atherton Rail Committee, Palo Alto Rail Committee and California High Speed Rail Authority board meeting in San Francisco.

In addition, the City Manager, Public Works Director and I gave CHSRA CEO van Ark a walking tour of the Atherton portion of the rail corridor to let him visualize what an elevated rail structure would harm our community.

The Council will be considering several letters to be sent to appropriate agencies that were approved by the rail committee.

Our Sacramento lobbyist has just provided me with some further insights about what is going on with CHSRA

- They are going through the motions of the CEQA process and slowly eliminating alternatives they have no intention of utilizing. He believes they have made up their minds on how the Peninsula is going to be built and “once the EIR process is completed they will try and ram a decision down our throats”
- They hope to convince the FRA that Caltrain is an intercity rail line rather than a commuter line although it is interesting that they haven’t asked for a waiver which they could do.
- He believes they will focus on Southern California construction although continuing with the peninsula EIR process since it is critical for future development and CHSRA will continue to move it forward in hopes of getting future funding. Also they are seeking additional federal funding which has separate pots for different corridors. So, we can expect work will continue on the peninsula segment.
- Due to the efforts of Peninsula cities the word is getting out throughout the state that the HSR project is not what the Authority says it is. Concerns are being expressed by citizens and cities all around the state. Ravi spoke at length with the City of Alhambra where they have come out opposed to HSR and will work aggressively against it. At the League of Cities conference the Gateway Cities and other concerned communities may share their thoughts about HSR. Ravi has asked the Alhambra representative to meet with peninsula city representatives to discuss a strategy on defeating HSR’s development.
- Our lobbyist feels a voter initiative to scale back or eliminate HSR is very viable at this juncture. If people only knew then what they know today they would not have passed Prop. 1A. The question is how to raise the money to gather the signatures to get it on the ballot. Do we think we can get residents and businesses to support raising the required funds? If someone takes the lead others will follow – possibly UP, airlines as well as other communities.
- It is time to take off one glove and become firmer in our position on HSR – not bombastic since this might turn off our legislator support – but oppose HSR until it becomes “more sensible”. Ravi feels we are sending mixed messages – we should

tell them it has to be done this way or not at all. I believe Atherton has been consistent in its message but some of the PCC cities may not.

I've asked Ravi to craft a strategy including the above to offer PCC and non PCC corridor cities to see if we can get broader concurrence on how to proceed. The next PCC meeting won't be held until September 3rd.

The Town Center Task Force continues to make progress in laying out a foundation for actually considering a future town hall replacement. However, the council needs to deal with its long range financial plan issues including how services will be delivered. Space requirements are largely dependent on how much office/work space we need to make available in town quarters.

I am working with Caltrains and a citizens group planning for a PCC presentation on electrification vs other forms of locomotion. Making an apples to apples comparison of capital and operating costs, environmental factors, etc. will form a matrix for the discussion. Meanwhile, the certification of the six year old electrification EIR by the JPB is waiting for closure between Gary Patton and Caltrain's legal department. Both sides have committed to including Atherton's list of 'wants' that need to be met as part of an agreement to proceed with EIR certification.

In addition, some additional items we will discuss with Caltrain in the future include –

- Positive train control – home made version vs the proven European version
- Compatibility issues with HSR plans
- Caltrain's financial situation and long financial range plan

I met with Fire board director Stephen Nachsheim for an update on their issues. They are still negotiating with the fire union. Some facility plans for East Palo Alto and Menlo Park are being considered. The Menlo Park Gateway project would require more fire capability near that project. Like many cities, the fire districts are looking at possible ways to work together to reduce overall costs.

Written Council Report – Jim Dobbie
August 18, 2010

Monday Aug 2. HP Foundation Meeting

The discussions concerned two major issues

The proposed new library in the park. Members believed that issues such as parking, square footage, use of library facilities all needed more clarification.

The members were also concerned about the declining membership of the foundation and suggested several ways to increase it including using the Swing in the Park day to help bring in new members.

Wednesday Aug 4 Audit Committee

The Town's purchasing policy was the main item for discussion and members believed more checks and balances were needed in the document.

Member Bill Widmer volunteered to work with Louise Ho to modify the policy to reflect the wishes of the Committee.

Thursday Aug 12 Finance Committee

Louise Ho and Duncan Jones made an excellent presentation to remedy the Road Impact Fee previous allocation of costs and the Committee approved the new allocation.

The Town's investment policy document was presented and the changes to the last presentation were approved.

Jim Dobbie

MEMO TO: Mayor McKeithen, Vice Mayor Dobbie,
Council Member Marsala
City Manager Gruber and City Attorney Furth

FROM: Council Member Lewis and Council Member Carlson

RE: Colleagues' Memo : August 18, 2010 Council Meeting
Code of Conduct and Rules of Procedures
Review and Training Workshop

DATE: August 6, 2010

For the Council meeting on August 18, we would like to request that Council direct Staff to coordinate schedules of all Council Members, Town Committee Members and Commissioners as well as the Department Managers of the Town to attend a Review and Training Workshop on our Code of Conduct and Rules of Procedures.

The City Manager has indicated that there is an approved budget of \$2,000.00 under City Council Department Commissions and Committees - Budget Code Number 101-11-54018-011 that could be used for this workshop if necessary to hire a facilitator.

On July 29, 2010, Council Member Lewis wrote a memo to all Council Members, City Manager and City Attorney requesting that a workshop be held. In that memo she identified sections of the Code of Conduct that need to be reviewed and adhered to in order to conduct ourselves according to the values set forth in our Code.

We urge our fellow Council Members to approve this request and work with staff to coordinate schedules to attend a workshop to review and re-commit ourselves to honoring the Code of Conduct, thereby becoming a better Council.

Sincerely,



Council Member Lewis



Council Member Carlson