



AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT
JUNE 17, 2009
5:00 P.M.
Meeting Room
Town Administrative Offices
91 Ashfield Road
Atherton, California
Special Meeting

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

5:02 P.M. PUBLIC COMMENTS

5:15 P.M. CLOSED SESSION

**A. CONFERENCE WITH LEGAL COUNSEL – EXISTING
LITIGATION (Subsection (a) of Government Code Section 54956):**

John P. Johns v. the Town of Atherton, San Mateo County Superior Court
Case No. CIV 479972

**B. CONFERENCE WITH LEGAL COUNSEL – EXISTING
LITIGATION (Subsection (a) of Government Code Section 54956):**

Ortiz v. Town of Atherton, et al., San Mateo County Superior Court Case
No. CIV 483525

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

Agency Negotiators: Council Member Dobbie, Council Member Lewis

Unrepresented Employee: City Manager

**D. CONFERENCE WITH LEGAL COUNSEL – EXISTING
LITIGATION (Subsection (a) of Government Code Section 54956):**

Buckheit v. Town of Atherton, et al., San Mateo County Superior Court
Case No. CIV 482668

E. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subsection (b) of Government Code Section 54956.9: two (2) potential cases

F. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subsection (a) of Government Code Section 54956):

Atherton et al v. High Speed Rail Authority Case No. 34-2008-80000022

RECONVENE TO OPEN SESSION

Report of action taken.

6:00 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
JUNE 17, 2009
7:00 p.m.
TOWN COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California
REGULAR MEETING

PLEASE NOTE:

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

- 7:00 P.M. 1. **PLEDGE OF ALLEGIANCE**
- 7:02 P.M. 2. **ROLL CALL** Lewis, Dobbie, Marsala, McKeithen, J. Carlson
- 7:03 P.M. 3 **PRESENTATIONS**
- Tree Committee Presentation – Tree Awards
- 7:15 P.M. 4. **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*
- 7:20 P.M. 5. **REPORT OUT OF CLOSED SESSION**
- 7:25 P.M. 6. **CITY MANAGER'S REPORT**
- 7:30 P.M. 7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Directed
by Resolution No. 99-6)
None
- 7:30 P.M. **CONSENT CALENDAR** (Items 8-19)

(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 SPECIAL CITY COUNCIL MINUTES OF MAY 20, JUNE 1 AND JUNE 10**
Recommendation: Approve May 20th special minutes, May 20th regular minutes, June 1st special minutes and June 10th special minutes

9. **APPROVAL OF BILLS AND CLAIMS FOR MAY 2009 IN THE AMOUNT OF \$1,267,993**
Recommendation: Approve Bills and Claims in the amount of \$1,267,933

10. **ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE MONTH ENDED MAY 31, 2009**
Recommendation: Accept Monthly Financial Report

11. **UPDATE OF THE TOWN'S CONFLICT OF INTEREST CODE AND ADOPTION OF RESOLUTION APPROVING APPENDIX "A" DESIGNATING POSITIONS IN THE CONFLICT OF INTEREST CODE**
Report: City Manager Jerry Gruber
Recommendation: Adopt the attached Resolution No. 09-18 approving Appendix "A" dated June 2009 designating positions and describing disclosure categories in the Conflict of Interest Code

12. **APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE THE WATER TOWER LAWN PROJECT NUMBER 08-026**
Report: Public Works Director Duncan Jones
Recommendation: Approve the plans and specifications and authorize advertisement for bids for the Water Tower Lawn Project No. 08-026

13. **APPROVAL OF FINAL PARCEL MAP FOR 50 VALPARAISO AND 1000 EL CAMINO REAL (MENLO SCHOOL AND MENLO COLLEGE)**
Report: Deputy Planner Lisa Costa Sanders
Recommendation: Determine that the Parcel Map is in conformity with the approved Tentative Parcel Map, the requirements of Title 16 (Subdivisions) of the Atherton Municipal Code and the California Subdivision Map Act and approve the Parcel Map

14. **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR TRAFFIC ENGINEERING SERVICES FOR THE VALPARAISO CROSSWALK AT HOOVER OR VICTORIA TRAFFIC STUDY IN AN AMOUNT NOT TO EXCEED \$11,770 PLUS A TEN PERCENT CONTINGENCY FOR A TOTAL AUTHORIZATION OF \$12,947**
Report: City Manager Jerry Gruber, Public Works Director Duncan Jones
Recommendation: Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Kimley-Horn and Associates, Inc to provide traffic engineering services for the Valparaiso Crosswalk at

Hoover or Victoria Traffic Study in an amount not exceed \$11,770, plus a 10% contingency of \$1,177, for a total authorization of \$12,947.

15. AWARD OF CONTRACT FOR THE MAIN HOUSE AND PLAYSCHOOL ROOFS PROJECT NUMBER 08-023 TO SHELTON ROOFING CO. IN AN AMOUNT NOT TO EXCEED \$51,080 PLUS A TEN PERCENT CONSTRUCTION CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$56,188

Report: Public Works Director Duncan Jones

Recommendation: Approve the award of a contract to Shelton Roofing Co. for re-roofing the Main House and Playschool at Holbrook-Palmer Park at a cost not to exceed \$51,080 with a 10% contingency bringing the total to \$56,188

16. APPROVE SECOND AMENDMENT FOR SERVICES OF USPTA TEACHING TENNIS PROFESSIONAL ALAN MARGOT

Report: City Manager Jerry Gruber

Recommendation: Approve second amendment to contract for services of Tennis Professional Alan Margot

17. REQUEST FOR INCREASE IN LEGAL SERVICES BUDGET FOR FISCAL YEAR 2008-2009

Report: City Manager Jerry Gruber, City Attorney Wynne Furth

Recommendation: Accept legal transaction ad-hoc Committees recommendation to fund legal services for the remainder of fiscal year 2008/2009 for the sum of \$120,000

18. ACCEPTANCE OF DONATION FROM PRIVATE DONOR OF \$14,286.25 TO OFFSET COST OF NEW POLICE DOG

Report: Chief of Police Glenn Nielsen

Recommendation: Approve the acceptance of a private donation of \$14,286.25 to offset the FY 2009/2010 cost of replacing a retiring police dog and authorize the Town to provide a charitable cost letter to the donor

19. RESOLUTION REJECTING CLAIM OF JONATHAN B. BUCKHEIT

Report: City Attorney Wynne Furth

Recommendation: Adopt Resolution 09-20 rejecting claim of Jonathan B. Buckheit

PUBLIC HEARINGS (None)

REGULAR AGENDA (Items 20-26)

- 7:45 P.M. **20. CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION ADOPTING THE FY 2009-10 OPERATING AND CAPITAL BUDGET**
- Report:** City Manager Jerry Gruber, Finance Director Louise Ho

Recommendation: Presentation of proposed budget from City Manager and Finance Director, open public hearing, receive testimony, and close public hearing. After consideration and appropriate direction to staff, Council may adopt Resolution 09-21 adopting Fiscal Year 2009-10 Operating and Capital Budget

- 8:15 P.M. 21. CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2009-10 APPROPRIATIONS LIMIT AND CALCULATIONS**
Report: City Manager Jerry Gruber, Finance Director Louise Ho
Recommendation: Adopt Resolution 09-22 approving the Fiscal Year 2009-2010 Appropriations Limit and Calculations
- 8:30 P.M. 22. CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION ASSESSING A SPECIAL TAX FOR MUNICIPAL SERVICES FOR THE FISCAL YEAR 2009-2010**
Report: City Manager Jerry Gruber, Finance Director Louise Ho
Recommendation: Open public hearing, receive testimony, and close public hearing. After consideration, adopt Resolution 09-23 assessing a Special Tax for Municipal Services for the Fiscal Year 2009-2010 as set forth in Ordinance No. 555
- 8:45 P.M. 23. TOWN OF ATHERTON FUND BALANCE POLICY FOR THE GENERAL FUND**
Report: Finance Director Louise Ho
Recommendation: Approve Resolution 09-24 authorizing the establishment of a Fund Balance Policy for the General Fund
- 9:00 P.M. 24. DESIGNATE TWO CITY COUNCIL REPRESENTATIVES AND ONE ALTERNATE STAFF MEMBER TO THE PENINSULA CITIES CONSORTIUM FOR HIGH SPEED RAIL AND ADOPT RECOMMENDED GUIDING PRINCIPLES**
Report: City Manager Jerry Gruber
Recommendation: Designate two Council Members and one alternate staff member to the Peninsula Cities Consortium (PCC) for High-Speed Rail and Adopt Resolution 09-19 establishing recommended guiding principles
- 9:20 P.M. 25. ADOPTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ATHERTON AND THE ATHERTON POLICE OFFICERS' ASSOCIATION FOR THE PERIOD OF JULY 1, 2008, THROUGH SEPTEMBER 30, 2013**
Report: City Manager Jerry Gruber, Assistant
- 9:30 P.M. 26. AMEND COUNCIL RULES OF PROCEDURE SECTION 5.2 THAT ALLOWS TWO COUNCIL MEMBERS TO PLACE AN ITEM ON A FUTURE CITY COUNCIL AGENDA TO REQUIRE APPROVAL BY COUNCIL PRIOR TO PLACEMENT ON THE AGENDA**
Recommendation: Amend Council Rules of Procedure Section 5.2 that allows two Council Members to place an item on future City Council Agenda

to require approval by Council under the Future Agenda Items section prior to placement on the Agenda

- 9:50 P.M. 27. **COUNCIL REPORTS**
- 10:10 P.M. 28. **FUTURE AGENDA ITEMS**
- 10:20 P.M. 29. **PUBLIC COMMENTS**
- 10:30 P.M. 30. **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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Draft Minutes

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

MAY 20, 2009

6:00 P.M.

Meeting Room

Town Administrative Offices

91 Ashfield Road
Atherton, California

Special Meeting

ROLL CALL

Lewis, Dobbie, Marsala, McKeithen, Carlson

PUBLIC COMMENTS

None

REGULAR AGENDA

- 1. GASB 45 ACTUARIAL VALUATION OF POST-EMPLOYMENT HEALTHCARE PROGRAM ACCRUED OBLIGATIONS**
Report: Finance Director Louise Ho

Finance Director Louise Ho introduced Doug Tokerud of Nicolay Consulting Group to the Council.

Tokerud gave a presentation of GASB 45 valuation of post-employment healthcare program accrued obligations. Tokerud informed the Council that to comply with GASB 45, Nicolay Consulting Group prepared an actuarial study to estimate future liability for retiree medical coverage. Nicolay Consulting Group determined that as July 1, 2009, the Town has an "Unfunded Actuarial Accrued Liability" (UAAL) of \$7,750,968. This actuarially determined liability is based on a number of assumptions, including a 4% discount rate and amortization over the longest permissible period, 30 years. Having estimated the total cost of already earned retiree medical benefits, the actuaries then calculated the annual required contribution (ARC) to meet this liability. The Town of Atherton's ARC is \$813,147, with funding to start in fiscal year 2009-10. In contrast, under the "pay-as-you-go" accounting, the Town's premium for retiree medical insurance was \$97,200 for FY 2008-09 and will be \$178,000 for FY 2009-10. GASB 45 requires that the actuarial valuation report for the Town to be updated every three years, at which time a new ARC is calculated. The next update will be FY 2011-12, to be implemented FY 2012-13.

Finance Director Louise Ho informed Council that approval of GASB 45 is on the May 20th regular agenda.

PUBLIC COMMENT

None

ADJOURN

Mayor Carlson adjourned the meeting at 6:55 p.m.

Respectfully submitted,

**Theresa DellaSanta
Deputy City Clerk**

Draft



Draft Minutes
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
MAY 20, 2009
7:00 p.m.
TOWN COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California
REGULAR MEETING

Mayor Carlson called the meeting to order at 7:01 p.m.

- 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**

Swearing in of new Sergeant Kristin Nichols

Deputy City Clerk Theresa DellaSanta administered the Oath of Office to the new Sergeant Kristin Nichols. Sergeant Nichols daughter had the honor of pinning Sergeant Nichols' badge.

Proclamation for Marion Oster

Mayor Jerry Carlson read the proclamation to Marion Oster for the record and presented Oster with the signed proclamation and flowers.

- 7:15 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.)***

Shirley Carlson, Atherton resident, representing Atherton Dames

Sue Beakley, Atherton resident, thanked Police Chief Nielsen for the meeting with her residents of Walsh Road regarding safety precautions. Beakley requested a letter from the Town of Atherton to ask San Mateo County Office of Emergency Services to provide Walsh Road residents with maps to assist with evacuation in the event of an emergency.

- 7:20 P.M.** **5. REPORT OUT OF CLOSED SESSION**

City Attorney Wynne Furth reported that there was no reportable action from closed session.

7:25 P.M. 6. CITY MANAGER'S REPORT

City Manager Gruber informed the Council that the Disaster Committee has been doing a lot of work with the Town of Atherton. Gruber discussed all of the Committee's accomplishments.

Gruber said he continues to work with the Department Manager's on goals and objectives for the fiscal year 2009/2010 budget. Gruber added that the Audit Committee reconvened last week and will meet again on June 16th to review the audits and further discuss the proposed audit.

Gruber said that the South Bay Waste Management Authority which oversees the Towns solid waste has been discussing a bond measure to support the new shoreway facility and the Board has not reached a consensus on what kind of funding would be used.

Gruber said a study session will be held on June 1st with NBS, the entity who is doing the Towns comprehensive fee study. He added that he and Finance Director Louise Ho will have a study session with Springbrook on the Towns new financial software which the Council approved as part of the mid-year budget adjustments. Gruber concluded that staff continues to work with MBIA on asset management.

Mayor Carlson asked Finance Director Ho to comment on the business refund situation.

Ho stated that Muniservices continues to process business license refund claims from the tax payers. Ho added that approximately six customers have been refunded and the process is ongoing.

Gruber stated that he has received the road impact fee study from Kimley-Horn in the last week and will review it with Public Works Director Duncan Jones and Finance Director Louise Ho.

Council Member Marsala stated that he attended the County Office of Emergency Services meeting a couple of weeks ago and there were discussions on sensors available on water flow which he plans to further review. Council Member Marsala asked whether the Town is looking at possibly adjusting the budget due to the road impact fee study and business license refunds. Gruber said he will be able to provide more information to Council after he reviews the draft road impact fee report and finalizes it.

7:30 P.M. 7. COMMUNITY ORGANIZATION ROUNDTABLE REPORT (Directed by Resolution No. 99-6)

None

7:30 P.M. CONSENT CALENDAR (Items 8-22)

Council removed Items 8, 11, and 19 for brief discussion.

Council Members Lewis and Marsala stated that they have to recuse themselves for item 12 because they live within 500 feet of the property.

Council removed Items 12, 18 and 34 to vote on individually.

- 8. APPROVAL OF SPECIAL CITY COUNCIL MINUTES OF MARCH 2, 2009 AND APRIL 7, 2009; REGULAR CITY COUNCIL MINUTES OF APRIL 15, 2009, AND SPECIAL CITY COUNCIL CLOSED SESSION OF MAY 12, 2009**

Recommendation: Approve March 2, April 7, April 15 and May 12 minutes

Mayor Carlson and Council Member Lewis gave edits to the April 7 minutes.

- 9. APPROVAL OF BILLS AND CLAIMS FOR APRIL 2009 IN THE AMOUNT OF \$ 971,137**

Recommendation: Approve Bills and Claims in the amount of \$971,137

- 10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE TEN MONTHS ENDED APRIL 30, 2009**

Recommendation: Accept Monthly Financial Report

- 11. ACCEPTANCE OF TREASURER'S REPORT FOR FIRST, SECOND AND THIRD QUARTER OF FISCAL YEAR 2009**

Report: Director of Finance Louise Ho

Recommendation: Accept Treasurer's Report for First, Second and Third Quarter of Fiscal Year 2009

Lewis asked for clarification on the transfer of \$406,000 to the Building Department and whether it was done retroactively to September 2008. Finance Director Ho said yes.

- 13. ADOPT A RESOLUTION APPROVING REALLOCATION OF REMAINING PROPOSITION 1B FUNDS FROM STEVICK DRIVE TO STREET RECONSTRUCTION PHASE 6 AND RECLASSIFYING STEVICK DRIVE FROM MAJOR PROJECT (OVER \$400,000) TO MINOR PROJECT (UNDER \$400,000)**

Report: Public Works Director Duncan Jones

Recommendation: Adopt Resolution 09-13 approving reallocation of remaining Proposition 1B funds from Stevick Drive to the Street Reconstruction Phase 6 project and reclassifying Stevick Drive from major project (over \$400,000) to minor project (under \$400,000)

Vice Mayor McKeithen gave the City Attorney typographical edits to the Resolution.

- 14. ACCEPTANCE OF WORK AND AUTHORIZATION TO RECORD NOTICE OF COMPLETION FOR THE EMERGENCY SEWER**

REPLACEMENT PROJECT AT HOLBROOK PALMER PARK

Report: Public Works Director Duncan Jones

Recommendation: Accept work and authorize recording of a notice of completion for the Emergency Sewer Replacement Project

15. ADOPT A RESOLUTION APPROVING A “NO STOPPING ANY TIME” ZONE ON THE NORTH SIDE OF WALSH ROAD BETWEEN ALAMEDA DE LAS PULGAS AND THE DRIVEWAY TO 306 WALSH ROAD

Report: Public Works Director Duncan Jones

Recommendation: Adopt Resolution 09-14 approving a “No Stopping Any Time” zone on the North side of Walsh Road between Alameda de las Pulgas and the driveway to 306 Walsh Road (the first driveway in from Alameda de las Pulgas

16. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$17,125.64 FOR THE 2009 SPRING PATCHING PROJECT NUMBER 08-007

Report: City Manager Jerry Gruber, Director of Public Works Duncan Jones

Recommendation: Accept work, authorize recording of a notice of completion and approve contract change orders in the amount of \$17,125.64 for the Spring Patching Contract Project Number 08-007

17. AWARD OF CONTRACT TO FBD VANGUARD CONSTRUCTION INC. FOR THE LAS LOMITAS SAFE ROUTE TO SCHOOL PROJECT NUMBER 08-028 IN AN AMOUNT NOT TO EXCEED \$60,126.28 PLUS A TEN PERCENT CONSTRUCTION CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$66,138.91

Report: Public Works Director Duncan Jones

Recommendation: Award the contract for Las Lomitas Safe Route to School Project number 08-028 to FBD Vanguard Construction, Inc., the low bidder on the May 14, 2009 bids, for \$60,126.28, with a 10% construction contingency of \$6,012.63, for a total authorization of \$66,138.91; and to authorize the City Manager to sign the contract on behalf of the Town

19. POLICE DEPARTMENT VEHICLE PURCHASE

Report: Police Chief Glenn Nielsen

Recommendation: Authorize the purchase of one unmarked police hybrid vehicle (Toyota Camry) for a cost not to exceed \$29,150.00

Lewis thanked Police Chief Glenn Nielsen for taking her environmental suggestion and purchasing a hybrid as the Police Departments new vehicle.

20. ADOPT THE PENINSULA PARTNERSHIP LEADERSHIP COUNCIL’S (PPLC) BILL OF RIGHTS FOR CHILDREN AND YOUTH OF SAN MATEO COUNTY

Report: Police Chief Glenn Nielsen

Recommendation: Adopt Resolution 09-15 adopting the Peninsula Partnership Leadership Councils Bills of Rights for Children and Youth of San Mateo County

21. REVISIONS TO MOU AMONG PENINSULA CITIES REGARDING HIGH SPEED RAIL

Report: City Attorney Wynne Furth

Recommendation: Authorize the Mayor to sign the revised Memorandum of Understanding for the Peninsula Cities Consortium ("MOU") and authorize the Mayor to sign a further-revised initial MOU if in the opinion of the Mayor and the City Attorney the modifications are not substantive

22. APPROVAL OF RESOLUTION FROM THE LEAGUE OF CALIFORNIA CITIES DECLARING A FISCAL HARDSHIP WILL EXIST IF ADDITIONAL LOCAL PROPERTY TAX FUNDS ARE SEIZED AND ADDITIONAL UNFUNDED MANDATES ARE ADOPTED BY THE STATE OF CALIFORNIA

Report: City Manager Jerry Gruber and Finance Director Louise Ho

Recommendation: Adopt Resolution 09-16 Finding a Severe Fiscal Hardship Will Exist if additional local property tax funds are seized and additional unfunded mandates are adopted by the State of California

MOTION by Lewis, second by Dobbie to approve the Consent Calendar except for Items 12, 18 and 34 and with the edits made to the April 7th minutes in Item 8. The motion passed.

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

18. AMEND THE CENTERLINE MARKING LIST TO INCLUDE A DOUBLE YELLOW CENTERLINE AND WHITE PAINTED WALKWAY CURB ON WATKINS AVENUE FROM MIDDLEFIELD ROAD TO THE CALTRAIN TRACKS

Report: City Manager Jerry Gruber, Public Works Director Duncan Jones

Recommendation: Amend the Centerline Marking List to include a double yellow centerline and white painted walkway curb on Watkins Avenue from Middlefield Road to the Caltrain tracks

Sandy Crittendon, Atherton resident, stated that he opposed a double yellow line and white painted curb on Watkins Avenue because he rides his bicycle down Watkins Ave and feels that the road is too narrow for cars to cross over a double yellow line to pass a bicycle rider. Crittendon said he is concerned that Watkins Avenue would become more dangerous with a double yellow line.

Council Member James Dobbie stated that when this issue came up at James Avenue the residents had the same concerns.

Earl Nielson, Atherton resident, stated that he conducted his own survey around the neighborhood and his survey concluded that most residents do want the double yellow line and white painted curb

because it would slow the cars down and a white line will enhance the visual to the cars. Nielson concluded that there are a lot of children and pedestrians walking around Watkins Avenue and we need to keep it safe for them.

Mayor Carlson said this recommendation came from the Transportation Committee and asked Committee members McKeithen and Lewis for their comments.

Vice Mayor McKeithen stated that Atherton resident Richard Moore prepared an extensive report on the issue and brought it to the Committee and she felt that he deserved to be listened to.

McKeithen said that Moore thought the white line was necessary, however Public Works Director Duncan Jones didn't feel the white paint would last very long and the Committee felt that as an alternative reflectors could be installed for visibility of the crosswalks. McKeithen added that Public Works Director Jones is researching whether the road was wide enough to add a new line to the existing line, rather than a brand new double yellow line. McKeithen felt that this should be reviewed since the community has overwhelmingly and unanimously decided to try it.

Council Member Elizabeth Lewis said that there was a compelling show of the community on this issue and after thinking more about the issue she felt that since the General Plan says that Atherton is a rural thickly-wooded environment that we should think twice before adding more signage and lines to the roads. Council Member Lewis added that she would like to do everything she can to help protect the residents of Atherton, but would also like to make decisions to continue to beautify the Town. Council Member Lewis concluded that she would not support a double yellow line on Watkins Avenue.

Council Member Dobbie didn't feel a double yellow line would reduce speeders on Watkins Avenue and he agreed with Council Member Lewis on keeping the Town less urbanized.

Council Member Marsala stated that since the residents have so much cooperation for a double yellow line then it should be supported.

Vice Mayor McKeithen added that the desires of the residents should be favored and the solution could always be reversed if it turns out that it is not the right decision.

Denise Kupperman and Jean Shaft, Atherton residents, stated their concerns that a double yellow line on Watkins Avenue is not necessary and would not reduce speed. Both were not in favor of the double yellow line.

McKeithen asked if the issue of the double yellow line and the white painted curb could be taken up separately. Mayor Carlson stated yes.

MOTION by McKeithen, second by Lewis to approve a white painted walkway curb on Watkins Ave from Middlefield Road to the CalTrain Tracks. The motion passed.

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

MOTION by McKeithen, second by Lewis to withdraw the recommendation of the Transportation Committee and not include a double yellow line down Watkins Avenue, second by Dobbie. The motion passed.

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

34. ADOPTION OF RESOLUTION ACCEPTING THE 2008/2009 SUPPLEMENTAL LAW ENFORCMENT SERVICES FUND (SLESF) CITIZEN’S OPTION FOR PUBLIC SAFETY (COPS) GRANT

Report: Police Chief Glenn Nielsen

Recommendation: Adopt a resolution accepting the recommended expenditures of the remaining balance of FY 2008-09 Supplemental Law Enforcement Services Fund (SLESF), Citizen’s Option for Public Safety (COPS) Grant in the amount of \$100,000.00 in accordance with state requirements.

Police Chief Nielsen gave a brief history of the COPS grant program and read edits to the Resolution for the record.

MOTION by McKeithen, second by Dobbie to approve the Resolution for COPS grant with the revisions stated by Chief Nielsen. The motion passed.

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

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

Report: Deputy Town Planner Lisa Costa Sanders

Recommendation: Approve Professional Services Agreement with Christopher A. Joseph & Associates and Reimbursement Agreement with Sacred Heart Schools and authorize the City Manager to sign the agreement on behalf of the Town

Council Members Lewis and Marsala recused themselves due to a conflict of interest. Both Marsala and Lewis live within 500 feet of Sacred Heart School.

Council Member Dobbie asked Deputy Planner Lisa Costa Sanders why staff decided to take such a small deposit from Sacred Heart. Deputy Planner Costa Sanders said it was negotiated that it would be \$20,000 up front and then increase in increments of \$50,000.

Vice Mayor McKeithen said the initial staff report given to the Council in January had a deposit of \$34,000 and asked what the reason was for reduction in the deposit. Vice Mayor McKeithen clarified that the reimbursement agreement has a termination provision that says that Sacred Heart would be paid for all Town costs up to including the date of termination as set forth in the notice provision. McKeithen said the termination provision in the contract allows a 10-day notice provision. She would like this to be reviewed and corrected.

Sandy Dubinsky, Sacred Heart representative, stated that the reduction to a \$20,000 deposit was done because Sacred Heart has already made a \$16,000 deposit. Dubinsky said the provision statements should be reviewed by the Towns Attorney.

City Attorney Wynne Furth said she has talked with the Counsel for Sacred Heart and they are clear that they are to pay the costs incurred by the Town in good faith. Furth suggested that paragraph 6 of the reimbursement agreement be revised to state “10 days notice” and this would be acceptable.

Sandy Dubinsky confirmed that it would be acceptable and they will pay the costs.

MOTION by McKeithen, second by Dobbie to approve Item 12. The motion passed.

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

7:40 P.M. PUBLIC HEARINGS (Item 23)

- 23. APPEAL OF THE DECISION OF THE PLANNING COMMISSION TO DENY A HERITAGE TREE REMOVAL PERMIT AT 54 BARRY LANE**
Report: Deputy Town Planner Lisa Costa Sanders
Recommendation: Deny the appeal and uphold the decision of the Planning Commission to deny the heritage tree removal permit

Deputy Planner Lisa Costa Sanders said that the site is located at Barry Lane and a cul-de-sac of Barry Lane and is currently under construction. She said the tree requested for removal is a heritage pine tree which is located near a cluster of pine trees at 50 Barry Lane. Costa Sanders said the Planning Commission voted at its March meeting to deny removal of the tree because it would be inconsistent with the Atherton General Plan since the tree is in good health and is not in conflict with any improvements at the site. Costa Sanders added that the Planning Commission did note that if the tree were removed they were comfortable with the replacement requirement and that those replacement trees would have an overall beneficial effect on the sight. Costa Sanders concluded that the applicant has sited that the tree is leaning and can topple at anytime and poses a safety risk. The Town’s arborist has checked the tree and cited that the tree is leaning but does not pose any safety risk.

Mayor Carlson asked why the staff had originally recommended removing the tree. Deputy Planner Costa Sanders said staff relies on the Town Arborist in making the determination. She said the Arborist had spoken with the neighbor and they were in agreement with the removal because removal would benefit any adjacent trees. Costa Sanders said that the Arborist has recommended for mitigation a large number of very large crowning trees which would have long term benefits to the site and the neighborhood.

Council Member Marsala said after reviewing the Planning Commission minutes it seemed that the decision of the Commission was very tough. Costa Sanders said there was a lot of deliberation.

Sam Vinsicar, Creative Habitat who is redeveloping the property at Barry Lane, stated that the tree is an older tilting Monterey Pine and is not a beautiful Aak. He added that it has no screening value and foliage is visible at minimum 25 feet. Vinsicar said the opinion of his Arborist was that it will

be a safety hazard in the near future. Vinsicar concluded that they are proposing replacing the tree with several small oak trees which would provide more screening, be more consistent, and significantly enhance the neighborhood.

Mayor Carlson asked why there was a change from the initial landscape design which planned to keep all the mature trees. Vinsicar said they never thought that pine tree would be an enhancement to the neighborhood.

Vice Mayor McKeithen clarified that the tree is a Canary Island Pine and not a Monterey Pine. Vice Mayor McKeithen said it would make a difference because Council has been told in the past that the Monterey Pines are very susceptible to disease. Deputy Planner Costa Sanders said the designers Arborist and the Towns Arborist refer to it as a Canary Island Pine. Vice Mayor McKeithen asked if this Pine tree were to remain would other mature trees be put into the property. Vinsicar said no.

Council Member Marsala stated that if we are protecting pine trees that have a tendency to die then the ordinance should be reviewed and possibly revised.

Peter Blackwell, 50 Barry Lane, stated that he is in favor of upholding the Planning Commission decision to deny removal of the tree. He felt that taking the pine tree out would change the appearance of the cluster of pine trees. Blackwell concluded that the tree looks healthy and the Arborist has confirmed that.

Vice Mayor McKeithen said the General Plan states that tree should be preserved to the maximum during construction and wondered how much discretion the Council has to altering the intent of the General Plan.

City Attorney Wynne Furth stated that the Council has no power to alter the intent of the General Plan but does have the responsibility of deciding whether a particular action is or isn't consistent with the General Plan. Furth said Ordinance states removal shall be made unless you find it contrary to the purpose and intent of the General Plan and the Council needs to decide based on the information provided if they can make that finding.

Council Member Lewis said that after visiting the site it does show how the four pine trees have grown together and the subject pine is the dominant of the four all of which have good height. Council Member Lewis added that she didn't feel that the tree posed a danger of falling and felt that she should rely heavily on the Town Arborist recommendation to deny removal. End of tape 1 beginning of Tape 2

Council Member Dobbie said that Council has a duty to protect the heritage trees and doesn't feel that if a neighbor doesn't like a tree or if a tree is leaning that it should be removed. Council Member Dobbie concluded that there needs to be a good reason for removal of a heritage tree.

Council Member Marsala stated that everyone has struggled with this issue and felt that a long term solution would be to remove this tree and replace with new trees.

MOTION by Dobbie, second by Carlson to deny the appeal and uphold the decision of the Planning Commission to deny heritage tree removal permit because there is no good reason to remove it and it is not in line with the Atherton General Plan.

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

REGULAR AGENDA (Items 24-33)

Council tabled items 27, 28 and 29 to the June Agenda.

~~27. ENVIRONMENTAL PROGRAMS COMMITTEE RECOMMENDS APPROVAL OF NORCAL WASTE INC. AS THE COLLECTION CONTRACTOR~~

~~Report: City Manager Jerry Gruber~~

~~Recommendation: Consider the Environmental Programs Committee recommendation to approve Norcal Waste Inc. as the Collection Contractor for the Town of Atherton~~

~~28. ENVIRONMENTAL PROGRAMS COMMITTEE RECOMMENDS APPROVAL OF AN APPROPRIATE SURVEY TO GAUGE RESIDENT PREFERENCES FOR SERVICE LEVELS AS THE COLLECTION CONTRACT IS NEGOTIATED~~

~~Report: City Manager Jerry Gruber~~

~~Recommendation: Consider the Environmental Programs Committees recommendation for approving an appropriate survey to gauge resident preferences for service levels as the collection contract is negotiated~~

~~29. ENVIRONMENTAL PROGRAMS COMMITTEE RECOMMENDS CITY COUNCIL RECONSIDER THEIR VOTE AND APPROVE BOND FINANCING FOR THE SHOREWAY FACILITY IN VIEW OF BETTER COST NUMBERS THAT ADDRESS COUNCIL'S CONCERNS~~

~~Report: City Manager Jerry Gruber~~

~~Recommendation: Consider the Environmental Programs Committee recommendation to reconsider City Council vote and approve bond financing for the Shoreway Facility~~

7:55 P.M. 24. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON AMENDING SECTION 15.32.040 OF THE ATHERTON MUNICIPAL CODE REGULATING DEPOSITS FOR ENVIRONMENTAL IMPACT REPORTS

Report: City Attorney Wynne Furth

Recommendation: Read the Ordinance by title, Waive further reading, and adopt Ordinance amending section 15.32.040 regulating deposits for Environmental Impact Reports

MOTION by McKeithen, second by Lewis to adopt Ordinance amending section 15.32.040 regulating deposits for Environmental Impact Reports and waive further reading. The motion passed.

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

8:05 P.M. 25. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON AMENDING SECTION 17.16.020 OF THE ATHERTON MUNICIPAL CODE REZONING PARCEL 2 AND THE LEGACY PARCEL OF MENLO SCHOOL AND MENLO COLLEGE (50 VALPARAISO)

Report: Deputy Town Planner Lisa Costa Sanders

Recommendation: Read the Ordinance by title, Waive further reading, and adopt Ordinance rezoning portions of Menlo School and Menlo College Property (50 Valparaiso)

Council Member Marsala recused himself because he lives within 500 feet of the property.

MOTION by Lewis, second by Dobbie to adopt Ordinance rezoning portions of Menlo School and Menlo College Property (50 Valparaiso) and waive further reading. The motion passed.

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

8:15 P.M. 26. DESIGNATE A COUNCIL MEMBER AS A REPRESENTATIVE TO MENLO PARK FIRE PROTECTION DISTRICT TO ACT AS A LIAISON

Report: City Manager Jerry Gruber

Recommendation: Designate one Council Member to act as liaison to help develop and improve communications and form collaborative efforts with the Menlo Park Fire Protection District

City Manager Gruber stated that in an effort to continue and foster a great working relationship with the Menlo Park Fire Protection District it would be beneficial to appoint a designee to the District.

MOTION by Carlson, second by McKeithen to approve Council Member Elizabeth Lewis as Menlo Park Fire Protection District Liaison and Council Member Charles Marsala as an alternate. The motion passed.

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

30. RECOMMENDATION OF THE BLUE RIBBON TASK FORCE TO REQUEST PERMISSION TO USE A VALIDATED PORTION OF ATHERTON'S DONOR CITY FUNDS TOWARDS A NEW TOWN CENTER IN EXCHANGE FOR THE LIBRARY GETTING EXCLUSIVE USE OF THE VACATED COUNCIL CHAMBERS

Report: City Manager Jerry Gruber

Recommendation: Town of Atherton to approach the San Mateo Library Joint Powers Authority (JPA) and request permission to use a validated portion Atherton's Donor City Funds towards a new town center in exchange for the Library getting exclusive use of the vacated Council Chambers

Mayor Carlson asked what the term validated portion refers to.

City Manager Gruber said the validated portion refers to the portion that is currently designated in the library fund right now. Gruber concluded that the current amount is approximately \$3.1 million.

Council Member Marsala gave a brief overhead projection presentation on the history of the library and donor funds. [A copy of the presentation is available in the City Clerks office]

Mayor Carlson asked whether it is intended for Council to make a decision on whether this is a feasible option. Council Member Marsala said that this is to review and discuss with Council and receive feedback, and that the Blue Ribbon Task Force intends to come back to Council with a finalized feasibility report.

Mayor Carlson said he reviewed the minutes of the Blue Ribbon Task Force (BRTF) minutes and felt that the Council is at a disadvantage since they haven't been able to review the report. He asked when Council will get a draft report. Council Member Marsala said the report will be finalized at the BRTF June meeting.

Mayor Carlson felt this would hinder use of the Council Chambers and Council needs to review and discuss this further.

Vice Mayor McKeithen said she is the representative for the Library Joint Powers Authority and was very upset to see this on the Agenda. Vice Mayor McKeithen read a letter of her thoughts and comments for the record. [A copy of this letter is available at the City Clerks office.]

Council Member Jim Dobbie, member of the BRTF, stated that they have continuously had discussions on whether library funds are available for any other purpose other than library expansion, and his belief was that the JPA had said the funds are for library expansion only. Dobbie said he had asked at a recent BRTF meeting for clarification on whether the library donor funds could be used and felt that his statement was misrepresented.

Council Member Elizabeth Lewis said she has no opinion but felt that the library is accumulating all of these funds and somebody needs to understand how these funds can be used for the library and enhancement of the Town. Council Member Lewis said that Marsala's presentation gave her more understanding of the history of the library and the Joint Powers Authority and she felt this item was not spitefully put on the Agenda. Council Member Lewis concluded that Council needs a clear written statement from the JPA on what those funds can be used for and how they can be used for a new Town center.

Martin Gomez, San Mateo County Library Joint Powers Authority, clarified their legal opinion for donor city funds is that "to the extent the Towns proposal is a use of donor city funds for library facility remodeling or expansion, donor city funds could not be used without the written agreement

of the JPA.” Gomez said this conclusion was presented to the Operations Committee and they voted to recommend to the Governing Board of the JPA to accept this recommendation. The JPA did not accept the recommendation but they did vote to further pursue other questions raised by Council Member Marsala at the time. Gomez stated that as a staff member to the JPA Board, if this recommendation were brought before the Board he would recommend that this is not a valid use of JPA funds and the new Town center is not an appropriate use of library funds. Gomez read a statement of the JPA agreement which states the proper uses of library funds.

Council Member Lewis asked if a new Town center is built to combine a new library and lecture hall then can a portion go towards development. Gomez said his opinion would be that it can as long as there is a written agreement on what part would be used specifically for library purposes.

Council Member Dobbie felt this should be tabled.

Council Member Marsala stated that at the JPA Board meeting in February the Board directed staff to get a legal opinion on the JPA agreement and to include provisions for donor cities to be able to transfer donor city reserves for assets in a validated manner. Marsala asked Gomez if this is a true statement.

Gomez said the issue is the definition of expansion and what it would be for, and with regard to the February discussion it was determined that it would be in the best interest to not have anymore legal discussion on the JPA until new member Kathy McKeithen could come and represent Atherton’s interest.

City Manager Gruber said that he has heard of two particular instances where the agreement has been reviewed by the JPA’s Attorneys; Gruber said he will work with the Towns City Attorney to review the JPA agreement.

City Attorney Wynne Furth stated that it is clear that these funds are to be used for library purposes, but that it is not clear whether the Council wants to explore possible redevelopment uses.

Council Member Dobbie said an Agenda item should be brought to the Council for discussion and to allow anyone else to come and speak.

Vice Mayor McKiethen stated her feeling that the Town needs to conduct a needs study to look at the existing library and the community needs to get involved to determine what they want for the future.

Council Member Lewis said a needs study should be done once we figure out what the library funds will be used for.

Jean Shaft, Atherton resident, applauded Marsala’s enthusiasm for the issue, but felt that the public has not had enough involvement in the process.

Carol Flaherty, Atherton resident, stated that it is important to be looking at all viable possibilities before making any decisions. Flaherty concluded that she would rather see her property tax money go to Town Hall than to the library.

John Davey, BRTF member, stated that if they don't receive clarification on use of donor funds soon then it will be more difficult for the BRTF to make another recommendation to the Council. Davey said it is clear that this is complex and there are a variety of legal opinions, but clarification needs to be given.

Vice Mayor McKeithen asked Davey what clarification he needs beyond the fact that if there is a part of the Town Center designated specifically for library purposes then you could presumably use some of the donor city funds.

Davey stated that it was understood that the Council Chambers would go to the library and that there would be an exchange of monies which would be used for the new Town center.

Vice Mayor McKeithen felt that decision should be up to the residents of Atherton.

Denise Kupperman, Atherton resident, stated that she understands the need for a new Town center and she also understands a need for funds for the library. Kupperman suggested looking at other individuals who may be interested in exchanging or purchasing it.

Council Member Marsala stated his feeling that this issue has been very transparent and the idea all along has been to get clarification from the JPA Board. Marsala said he hasn't been lobbying that this is going to happen and the current motion states that we would be allowed to use funds in a validated manner. Marsala concluded that he wants clarification so the BRTF can go to the JPA Board and see if they are with them or against them.

Council Member Lewis stated that she sees both Marsala and McKeithen's points and feels the first step should be to have the City Manager and City Attorney to work with the Joint Powers Authority to see what the library donor funds can be used for.

Mayor Carlson said the only way to get a clear understanding is to get the Towns legal Counsel involved. Carlson said he would like to see the draft report from the BRTF as well.

MOTION by Lewis, second by Marsala to direct the City Manager and City Attorney to work with the San Mateo County Library Joint Powers Authority to determine explicit use of library donor funds. The motion passed.

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

The recommendation to approach the San Mateo Library Joint Powers Authority (JPA) and request permission to use a validated portion of Atherton's Donor City Funds towards a new town center in exchange for the Library getting exclusive use of the vacated Council Chambers was not approved.

9:10 P.M. 31. ACCEPTANCE OF GASB 45 ACTUARIAL VALUATION OF POST-EMPLOYMENT HEALTHCARE PROGRAM ACCRUED OBLIGATIONS

Report: Director of Finance Louise Ho

Recommendation: Accept and Approve the Actuarial Valuation of Post-Employment Health-Care Benefits (GASB 45) Report

A study session was held before the regular meeting to review the report.

MOTION by Dobbie, second by McKeithen to accept and approve the Actuarial Valuation of Post-Employment Health-Care Benefits (GASB 45) Report.

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

9:20 P.M. 32. TOWN RESPONSE TO CIVIL GRAND JURY REPORT ON SPECIAL EVENTS ORDINANCE

Report: City Manager Jerry Gruber and City Attorney Wynne Furth
Recommendation: To Be Determined

City Attorney Wynne Furth stated that when the Grand Jury issues a report then the agency must respond in writing. City Attorney Furth reviewed the findings and recommendations with Council and decided on the following:

The Town agrees with the 11 findings set out in the report with the following additional comments or exceptions:

Finding 5: The Town has not independently verified that Pop Warner continues to operate within the conditions specified by the District's use permit.

Finding 6. The Town has not independently verified whether the other cities in the Sequoia Unified High School District ("District") regulate non-school-related uses of fields or outdoor and indoor facilities.

Finding 7. The Town does not accept in whole the finding that the District is concerned that Atherton may attempt to restrict use of the Performing Arts Center for non-school-related uses under the Ordinance. The Town and the District entered into a Settlement Agreement concerning the construction and operation of the performing arts center at Menlo-Atherton High School in 2008. The Settlement Agreement recognizes the value of the Performing Arts Center and includes a procedure for resolving further disputes on its use.

Finding 8. The Town has not independently verified that the District has taken into account the concerns of local residents by altering the terms of the Pop Warner use permit for the Menlo-Atherton High School football field to reduce noise.

Finding 9. The City Council asked that the Planning Commission further study the special events regulations in the Town's Zoning Ordinance. The Planning Commission has established a sub-committee to work on this task. The City Council is unaware that any Atherton officials have voiced a concern as to whether the sub-committee's work will be balanced. The City Council agrees that that some individuals have "voiced a concern as to whether the sub-committee's work will be balanced, given that one of the two members has been an outspoken critic of Pop Warner's

use of M-A's football field outside of the Guidelines." The Town does not dispute the finding that such concerns have been voiced. However, the Town's concurrence in the finding should not be understood as concurrence in the opinion. The Town often appoints individuals with both a strong interest in civic affairs and strong points of view to its committees and commissions. This involvement can be a positive force in arriving at good outcomes.

Finding 10. The City Council is unaware of any public official advising the Grand Jury that four of the five Planning Commission members are Lindenwood residents. Four out of five Planning Commissioners were Lindenwood residents at the time the report was prepared. The Planning Commission currently includes three citizens who reside in Lindenwood and two who do not.

The Town's response to the Grand Jury's recommendations are as follows:

Grand Jury Recommendation 1. *The Town should recognize that the Sequoia Union High School District is also a public body that is accountable to its constituents and is responsible for regulating use of its facilities for both school and non-school use.*

The Town recognizes and respects the fact that the Sequoia Union High School District ("District") is a public body that is accountable to its constituents and responsible for regulating the use of its facilities. In addition, under Government Code Sections 53090 et. seq. the Town's zoning and building ordinances apply to school districts within its boundaries unless their governing boards vote to exempt their districts from those laws.

Grand Jury Recommendation 2. *Expressly exempt all present and future public school facilities from the Special Events Ordinance and Special Event Guidelines.*

The Town's Special Events Ordinance applies to certain non-school activities taking place on school grounds. The regulations in question are part of the Town's lawfully adopted zoning ordinance. The Grand Jury has not found the regulations to be illegal. The Town has asked its Planning Commission to study this matter further and it is doing so. When it receives the Planning Commission's report, the City Council will consider its recommendations carefully, as well as those of the Civil Grand Jury. However, it will not commit itself to any course of action except in compliance with the Government Code procedures for amending zoning codes.

Grand Jury Recommendation 3. *Allow issues related to after-hours use of private school facilities to be left to the schools and their immediate neighbors whenever possible.*

Recommendation 3 has been implemented. The Town's Special Events Ordinance provides a process through which the interests of the event organizers, attendees, and host schools are balanced with those of the neighboring residents. The Town makes every effort to ensure that the special events permitting process is consultative and believes the process has worked well.

Grand Jury Recommendation 4. *Encourage qualified citizens from all parts of the Town of Atherton to seek appointment to boards and commissions in order to ensure broader citizen representation that is more reflective of the entire Atherton community.*

Recommendation 4 has been implemented. The Town solicits applications for service on its boards and commissions from all its citizens and will continue to do so.

MOTION by McKeithen, second by Dobbie to approve the Towns response to the Civil Grand Jury report on Special Events Ordinance.

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

- 33. COLLEAGUES' MEMO: COUNCIL MEMBERS CODE OF CONDUCT AND PROTOCOLS Report:** Council Members Lewis and Marsala
Report: Council Members Lewis and Marsala
Recommendation: To Be Determined

City Manager Gruber reviewed the staff report and recommendations with Council. The recommendations are:

1. Direct the City Manager and City Attorney to prepare a proposed revision to our Rules of Procedure that explain the purpose and limits of the Council Reports section of our Procedures for Council review and consideration.
2. Authorize the Mayor to meet with the City Manager and City Attorney to consider what additional procedural rules would assist in making our Council discussions productive, help us live by our Code of Conduct.

Mayor Carlson said he had no problem with recommendation number 1, but felt that recommendation 2 needed to include all Council Member reviewing the Code of Conduct with the City Manager and City Attorney. Council agreed.

MOTION by Carlson, second by Dobbie to accept both recommendations with the amendment to recommendation 2.

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

35. COUNCIL REPORTS

Vice Mayor McKeithen stated that she attended an Audit Committee meeting in which they set up a meeting schedule, reviewed the existing audit and the scope of the proposed audit. McKeithen concluded that she attended a Transportation Committee meeting and Finance Committee meeting.

Council Member Marsala said he attended the Library JPA on behalf of Vice Mayor McKeithen, the Office of Emergency Services meeting, the Environmental Programs Committee meeting, the Blue Ribbon Task Force meeting and the League of California Cities with Governor Schwarzenegger.

Council Member Dobbie said he attended the Blue Ribbon Task Force meeting and added that from an architectural standpoint they've done a wonderful job.

Council Member Lewis said she attended the ABAG annual meeting where they discussed SB375, a Climate Action Leadership Summit in Oakland, Menlo Park Fire Protection District Budget update meeting, and the Diversity awards which was put on by the Hispanic Chamber of Commerce where Mayor Carlson gave the Selby Lane School Principal an award.

Mayor Carlson said he attended the Rail Committee meeting which continues to pursue getting the Station into better shape and continues to attend HSRA meetings and discuss the lawsuit. Carlson added that the Peninsula Consortium of Cities continues to meet every Friday morning.

36. FUTURE AGENDA ITEMS

Council Member Marsala said since the budget is being reviewed right now he suggested considering allocating the surpluses in Building Department.

MOTION by Marsala second by Lewis to add an agenda item to the next regular City Council meeting for setting aside the surpluses in the building department out of the unrestricted reserves so that they are properly separated.

Vice Mayor McKeithen asked if this is premature until the NBS study is received. Mayor Carlson agreed and felt that Council should have all the information before making any determinations. The motion failed.

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

37. PUBLIC COMMENTS

None

38. ADJOURN

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

Mayor Carlson adjourned the meeting at 10:39 p.m.

Respectfully submitted,

**Theresa DellaSanta
Deputy City Clerk**



DRAFT MINUTES
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT
June 1, 2009
9:00 A.M.
Town Council Chambers
91 Ashfield Road
Atherton, California
Special Meeting

ROLL CALL Lewis, Dobbie, Marsala, McKeithen, Carlson

PUBLIC COMMENTS

REGULAR AGENDA

1. **REVIEW AND CONSIDERATION OF ACCEPTANCE OF NBS
COST ALLOCATION PLAN AND MUNICIPAL FEE STUDY**
Report: City Manager Jerry Gruber

Jeannette Hahn, Director NBS Solution, gave a PowerPoint presentation to the Council.
[A copy of the presentation is available in the City Clerks Office.]

PUBLIC COMMENT

None.

ADJOURN

Mayor Carlson adjourned the meeting at 11:45 a.m.

Respectfully submitted,

Theresa DellaSanta
Deputy City Clerk

Draft



Draft Minutes

Town of Atherton CITY COUNCIL/ATHERTON CHANNEL DRAINAGE DISTRICT

June 10, 2009

6:00 P.M.

Town Council Chambers

91 Ashfield Road
Atherton, California

Special Meeting

Mayor Carlson called the meeting to order at 6:00 p.m.

ROLL CALL Lewis, Dobbie, Marsala, McKeithen, Carlson

PUBLIC COMMENTS

None

REGULAR AGENDA

- 1. APPROVAL OF NBS COST ALLOCATION PLAN**
Report: City Manager Jerry Gruber, Finance Director Louise Ho

Jeannette Hahn, Director for NBS Solutions, presented the Council with a PowerPoint presentation of the cost allocation plan. [A copy of the presentation is available in the City Clerks office].

Council agreed that NBS should review the legal budget with the legal ad-hoc Committee. Hahn said she will set up a meeting with the ad-hoc Committee.

Hahn informed Council that if this base model allocation plan is approved, next steps would include updating the model after reviewing the legal budget and the Police department budget.

MOTION by Lewis, second by Carlson to approve the draft schedule as presented with direction for NBS to work on the legal budget and meet with the legal-ad hoc Committee.

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

PUBLIC HEARING

- 2. FISCAL YEAR 2009/2010 OPERATING/CAPITAL BUDGET**
Report: City Manager Jerry Gruber, Finance Director Louise Ho

Finance Director Louise Ho informed Council that this is the first public hearing for citizens to speak and for Council to review changes made since the May 28th budget study session.

Mayor Carlson said he would like to see definition as to what the stabilization and disaster reserves are for and the intended use for each reserve.

Mayor Carlson opened the public hearing for public comment. There was no public comment.

Vice Mayor McKeithen suggested changing the operating budget to allow only one conference per year for Council Members to attend rather than two. Marsala felt that the Council Member conference budget should be focused on a total dollar amount rather than limiting the number of conferences. Mayor Carlson agreed.

Vice Mayor McKeithen suggested Council discuss adding a budget for a crosswalk at Valparaiso Ave at either Hoover Street or Victoria Lane. McKeithen said that residents are very concerned about the dangers of residents crossing Valparaiso and for the students who attend Menlo School and Menlo College. McKeithen said that she spoke with Public Works Director Duncan Jones who said that the Elena/Faxon drainage project can be delayed in order to use those funds towards the crosswalk on Valparaiso. Jones agreed that it would be appropriate to take some portion of the drainage project funds for traffic studies.

Council supported using the parcel tax saving to balance the FY 2009/10 general fund budget.

Finance Director Louise Ho reviewed requests from the Police Department and the Public Works Department.

Request #1 from the Police Department was to convert the current .75 Administrative Assistant to a full-time benefited position to serve as training coordinator/executive assistant which would have a net cost to the general fund of \$25, 879. The majority of Council took a position to not support this because of the current economic situation.

Request #'s 2 for a second new Lieutenant and 3 for a new copier were deferred.

Request #'s 4 and 5 for new patrol vehicles which would come from the vehicle replacement fund was supported.

Request #1 from Public Works Department to replace the 1986 GMC dump truck for \$42,000 was supported.

No action was taken.

PUBLIC COMMENT

None

ADJOURN

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

Mayor Carlson adjourned the meeting at 8:31 p.m.

Respectfully submitted,

Theresa DellaSanta
Deputy City Clerk

Draft

**TOWN OF ATHERTON
CLAIMS LIST MAY 2009**

	05/08/09	05/22/09	
Payroll Checks #	13220-13229	13300-13319	\$ 6,072
Direct Deposit	13230-13286	13321-13375	273,008
Electronic Transfer			91,480
A/P Checks #	28348-28555		897,433
		TOTAL	\$1,267,993

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 13220-13375 (payroll) and 28348-28555 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,267,993 are true and correct, and that there are sufficient funds for payment.

Jerome D. Gruber
City Manager

The above claims, check numbers 13220-13375 (payroll) and 28348-28555 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,267,993 are true and correct, and are authorized for payment.

Jerry Carlson
Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$1,026,620
105	Tennis	1,661
201	Special Parcel Tax	7,928
202	Transportation	-
203	Gas Tax	126,258
210	Road Construction Impact Fees	28,608
211	Park Grants	11,889
213	Library	11,711
401	General Capital Projects	-
402	Storm Drainage	-
403	Atherton Channel District	-
406	Facilities Construction	220
610	Vehicle Replacement	-
611	Computer Maint. & Replacement	6,661
612	Administrative Services	38,510
614	Worker's comp insurance	5,264
715	Evans Estate	2,500
716	Flex Spending	-
740	Tree Committee	164
	TOTAL	\$1,267,993

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028348	05/05/09	G. BORTOLOTTO & CO	04/30/09	3658	NON-DEPARTMENTAL	Other Contract	124,054.56	2009 SPRING STREET PATCHING CONTRACT 08-
						Check Totals	124,054.56	
028349	05/05/09	LARRY LOMRY	04/30/09	137 STOCKBRI	NON-DEPARTMENTAL	Business Licens	5,952.96	REFUND #5 BATCH #2, 137 STOCKBRIDGE
						Check Totals	5,952.96	
028350	05/05/09	MUNI SERVICES LLC	03/31/09	IN-0018508	NON-DEPARTMENTAL	Other Contract	15,000.00	CONSULTING, BUSINESS LICENSE HELP DESK
						Check Totals	15,000.00	
028351	05/05/09	TEAMSTERS LOCAL 856 H & W	05/01/09	MAY2009	NON-DEPARTMENTAL	Payroll Benefit	6,864.00	DENTAL PREMIUMS MAY 2009
						Check Totals	6,864.00	
028356	05/19/09	ACTERRA	05/19/09	05.19.09	NON-DEPARTMENTAL	Deposit Payable	500.00	GREENSTART AWARD
						Check Totals	500.00	
028357	05/19/09	LIZA BOCK	05/19/09	05.19.09	NON-DEPARTMENTAL	Deposit Payable	500.00	GREENSTART AWARD 5/19/09
						Check Totals	500.00	
028358	05/19/09	CA STATE DISBURSEMENT UNIT	05/08/09	092772-5/8/0	NON-DEPARTMENTAL	Payroll Deducti	100.62	CHILD SUPPORT W/H 4/19-5/2/09
			05/08/09	0750106244-0	NON-DEPARTMENTAL	Payroll Deducti	339.80	CHILD SUPPORT W/H 4/19-5/2/09
						Check Totals	440.42	
028359	05/19/09	COMCAST	04/23/09	877021001016	Public Works Park	Communication	124.75	INTERNET SERVICE HP PARK 5/2/09-6/1/09
						Check Totals	124.75	
028360	05/19/09	ENCINAL PTO	05/19/09	05.19.09	NON-DEPARTMENTAL	Deposit Payable	1,000.00	GREENSTART AWARD 5/19/09
						Check Totals	1,000.00	
028361	05/19/09	PARKER EYDELSTEYN	05/19/09	05.19.09	NON-DEPARTMENTAL	Deposit Payable	100.00	GREENSTART AWARD 5/19/09

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028362	05/19/09	BRIAN HECIMOVICH	05/19/09	05.19.09	NON-DEPARTMENTAL	Check Totals	100.00	
						Deposit Payable	500.00	GREENSTART AWARD 5/19/09
						Check Totals	500.00	
028363	05/19/09	RISA JENSEN	05/19/09	05.19.09	NON-DEPARTMENTAL	Deposit Payable	100.00	GREENSTART AWARD 5/19/09
						Check Totals	100.00	
028364	05/19/09	KIMLEY-HORN & ASSOCIATES IN	10/31/08	3628886	Public Works Admin	Contract Engine	16,000.00	ENGINEERING TRAFFIC SURVEY (12 ROADS) 10
						Check Totals	16,000.00	
028365	05/19/09	L.C. ACTION POLICE SUPPLY	03/02/09	225511	Police	Non-Cap Tools &	1,739.58	1 EA ROCK RIVER ARMS #AR9245 CAR A4 ROF;
						Check Totals	1,739.58	
028366	05/19/09	ALONDRA LARA	05/19/09	05.19.09	NON-DEPARTMENTAL	Deposit Payable	100.00	GREENSTART AWARD 5/19/09
						Check Totals	100.00	
028367	05/19/09	OCCASIONS, ETC....	03/27/09	18982	Building	ENVIRONMENTAL P	594.83	GREEN BUILDING INDIVIDUAL AWARDS
						Check Totals	594.83	
028368	05/19/09	PUBLIC EMPLOYEES RETIREMENT	05/08/09	05.08.09	NON-DEPARTMENTAL	Payroll Deducti	4,630.90	PERS W/H 4/19-5/2/09
					NON-DEPARTMENTAL	Payroll Benefit	47,064.44	PERS 4/19-5/2/09
						Check Totals	51,695.34	
028369	05/19/09	KYLE PETERSON	05/19/09	05.19.09	NON-DEPARTMENTAL	Deposit Payable	100.00	GREENSTART AWARD 5/19/09
						Check Totals	100.00	
028370	05/19/09	PACIFIC MUNICIPAL CONSULTAN	01/06/09	27416	Planning Department	HISTORICAL ARTI	1,043.75	HISTORIC PRESERVATION ORDINANCE 12/1-12/
028370	05/19/09	PACIFIC MUNICIPAL CONSULTAN	02/13/09	27680	Planning Department	HISTORICAL ARTI	622.23	HISTORIC PRESERVATION ORDINANCE 1/1-1/30

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028371	05/19/09	SARAH PRESTON	05/19/09	05.19.09	NON-DEPARTMENTAL	Check Totals	1,665.98	
						Deposit Payable	100.00	GREENSTART AWARD 5/19/09
028372	05/19/09	ADRIEN PUTZ	05/19/09	05.19.09	NON-DEPARTMENTAL	Check Totals	100.00	
						Deposit Payable	100.00	GREENSTART AWARD
028373	05/19/09	ROBERT ROCHEL	05/19/09	05.19.09	NON-DEPARTMENTAL	Check Totals	100.00	
						Deposit Payable	100.00	GREENSTART AWARD 5/19/09
028374	05/19/09	GABBY RUBIO	05/19/09	05.19.09	NON-DEPARTMENTAL	Check Totals	100.00	
						Deposit Payable	100.00	GREENSTART AWARD 5/19/09
028375	05/19/09	WESTON SABATINI	05/19/09	05.19.09	NON-DEPARTMENTAL	Check Totals	100.00	
						Deposit Payable	100.00	GREENSTART AWARD 5/19/09
028376	05/19/09	TEAMSTERS UNION LOCAL 856	05/08/09	05.08.09	NON-DEPARTMENTAL	Payroll Deducti	401.55	DUES W/H 4/19-5/2/09
						Check Totals	401.55	
028377	05/19/09	HANNAH WILLIS	05/19/09	05.19.09	NON-DEPARTMENTAL	Deposit Payable	100.00	GREENSTART AWARD 5/19/09
						Check Totals	100.00	
028379	05/20/09	LOIS ENGLISH	05/13/09	12.31.08	City Manager	Personnel Admin	3,480.22	BACK PAY FOR 11/4-12/31/08
						Check Totals	3,480.22	
028380	05/20/09	LOIS ENGLISH & HER ATTORNEY	05/13/09	12.31.08	City Manager	Personnel Admin	5,934.00	BACK PAY FROM 11/4-12/31/08
						Check Totals	5,934.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028382	05/20/09	A-A-A RENTALS INC	04/21/09	505963	Public Works Park	Rent - Tools &	115.00	TRENCHER RENTAL 4/21/09
						Check Totals	115.00	
028383	05/20/09	ABAG POWER PURCHASING POOL	05/01/09	8002103	Public Works Park	Utilities	205.93	LEVELIZED GAS 150 WATKINS 3/27-4/27/09
					Public Works Admin	Utilities	77.23	LEVELIZED GAS 160 WATKINS 3/27-4/27/09
					Police	Utilities	115.84	LEVELIZED GAS 91/83 ASHFIELD 3/26-4/24/0
					NON-DEPARTMENTAL	Utilities	102.97	LEVELIZED GAS TOWN HALL 3/26-4/24/09
					NON-DEPARTMENTAL	Utilities	51.48	LEVELIZED GAS LIBRARY 3/26-4/24/09
					Public Works Admin	Utilities	90.10	LEVELIZED GAS CORP YARD 3/26-4/24/09
						Check Totals	643.55	
028384	05/20/09	ACCOUNTEMPS FILE 73484	04/27/09	23660245	NON-DEPARTMENTAL	Temporary Help	1,948.60	ACCOUNTANT JUN PAN 4/20-4/24/09
			05/04/09	23695333	NON-DEPARTMENTAL	Temporary Help	2,195.60	ACCOUNTANT JUN PAN 4/27-5/1/09
			05/11/09	23744631	NON-DEPARTMENTAL	Temporary Help	2,195.60	ACCOUNTANT JUN PAN 5/4-5/8/09
						Check Totals	6,339.80	
028385	05/20/09	ACTION TOWING	04/23/09	248226	Police	Equipment Maint	45.00	TOW-FORD CROWN VIC LIC# 1200481
						Check Totals	45.00	
028386	05/20/09	AFLAC ATTN: REMITTANCE PROC	04/15/09	527475ER	NON-DEPARTMENTAL	Employee Assist	40.00	FLEX SPENDING FEES 4/1-4/30/09
						Check Totals	40.00	
028387	05/20/09	JOSEPH AIELLO	05/20/09	05.20.09	Building	Training & Safe	75.00	REIMB ELECTRICAL CODE TRAINING 5/20/09 J
						Check Totals	75.00	
028388	05/20/09	ALHAMBRA & SIERRA SPRINGS	04/26/09	4981709/04-0	Police	Other Supplies	202.86	WATER POLICE DEPT APRIL 09
						Check Totals	202.86	
028389	05/20/09	NICOLE AMORE	05/07/09	05.07.09	Police	Training - POST	36.55	REIMB MEALS-CTO COURSE 4/27-5/1/09
						Check Totals	36.55	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028390	05/20/09	AT&T	04/30/09	212 OAK GROV	Public Works Admin	Encroachment	600.00	REFUND OVERCHARGE FEES 212 OAK GROVE
						Check Totals	600.00	
028391	05/20/09	ATHERTON ARTS FOUNDATION	05/08/09	05.08.09	NON-DEPARTMENTAL	Other Contract	2,500.00	EXPENSES INCURRED IN ESTABLISHING ARTS F
						Check Totals	2,500.00	
028392	05/20/09	DAVID BALZER	05/19/09	66 MAPLE	Building NON-DEPARTMENTAL	Building Permit Road Impact Fee	907.20 1,150.20	REFUND PERMIT FEE 66 MAPLE REFUND ROAD IMPACT FEE 66 MAPLE
						Check Totals	2,057.40	
028393	05/20/09	BOETHING TREELAND FARMS	04/22/09	TV183860	NON-DEPARTMENTAL	Landscape Suppl	163.88	ARBOR DAY TREE-QUERCUS AGRIFOLIA
						Check Totals	163.88	
028394	05/20/09	G. BORTOLOTTO & CO	05/04/09	3661	NON-DEPARTMENTAL	Other Contract	2,202.99	SPRING STREET PATCHING CONTRACT 08-007 A
						Check Totals	2,202.99	
028395	05/20/09	BPS REPROGRAPHIC SERVICE	04/29/09	727038	Public Works Admin	Advertising/Pub	333.54	PLANS & SPECS, LAS LOMITAS
						Check Totals	333.54	
028396	05/20/09	MELANIE BRABENEC	05/15/09	05.15.09	City Manager	Travel & Meetin	28.47	REIMB MILEAGE 04/24-05/15/09
						Check Totals	28.47	
028397	05/20/09	CCAC TREASURER	05/07/09	05.07.09	City Manager	Travel & Meetin	296.00	NUTS & BOLTS WORKSHOP-T.DELLASANTA, 7/23
						Check Totals	296.00	
028398	05/20/09	CDW GOVERNMENT INC.	05/12/09	PBN1499	Police	Machinery & Equ	402.04	COMPUTER-DETECTIVE TRAILER - HALL
						Check Totals	402.04	
028399	05/20/09	KEVIN CITTADINI	05/19/09	05.19.09	Building	Training & Safe	260.00	REIMB CALBIG MEETING, CERT RENEWAL, IAPM

Town of Atherton
 Check Disbursement by Vendor for the Check Dates 05/01/2009 through 05/31/2009

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028400	05/20/09	COMMERCIAL ENVIRONMENT LAND	05/01/09	2213-0509	Public Works Admin	Check Totals	260.00	
						Contract Lndscp	1,582.00	MONTHLY LANDSCAPE SERVICE MAY 09
						Check Totals	1,582.00	
028401	05/20/09	CONTRACT SWEEPING SERVICES	04/28/09	INV000005096	Public Works Admin	Other Contract	992.70	SWEEPING SERVICES APRIL 09
						Check Totals	992.70	
028402	05/20/09	COSMOS ROOFING	05/19/09	47 RALSTON R	NON-DEPARTMENTAL	Building Deposi	265.00	REFUND BALANCE RECYCLING DEPOSIT 47 RALS
						Check Totals	265.00	
028403	05/20/09	CSG CONSULTANTS, INC.	05/20/09	015742	Building	Code enforcemen	3,395.58	CODE ENFORCEMENT SERVICES 2/28-3/27/09
028403	05/20/09	CSG CONSULTANTS, INC.	04/21/09	015779	Planning Department	Contract Planne	1,087.50	DOCUMENT REVIEW 64 MOULTON
						Check Totals	4,483.08	
028404	05/20/09	CUSTOM IRON & CASTING WORKS	05/07/09	494866	Public Works Admin	Other Contract	750.00	REPAIR TO DAMAGED ANTIQUE LAMP POST FINA
						Check Totals	750.00	
028405	05/20/09	DUNBAR ARMORED INC.	05/01/09	2553051	NON-DEPARTMENTAL	Other Contract	181.90	ARMORED CAR SERVICES MAY 09
						Check Totals	181.90	
028406	05/20/09	R. ANDREW DUNCAN	05/16/09	05.16.09	NON-DEPARTMENTAL	Park Deposits	1,000.00	REFUND PARK DEPOSIT 5/16/09
						Check Totals	1,000.00	
028407	05/20/09	ELLISON'S TOWING	02/24/09	20346	Police	Equipment Maint	40.00	SERVICE CAAL FORD CROWN VIC LIC# 1204000
						Check Totals	40.00	
028408	05/20/09	FASTSIGNS	04/23/09	395-20524	Building	Other Contract	686.33	100 EA TREE PROTECTION SIGNS PER ESTIMAT

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028409	05/20/09	FIRST CHOICE	05/14/09	205391	Building	Check Totals	686.33	
						Office Supplies	32.48	COFFEE- PERMIT CENTER
						Check Totals	32.48	
028410	05/20/09	FITZGERALD CONSTRUCTION TOM	05/01/09	70 STERN	Public Works Admin	Other Deposits/	2,500.00	REFUND ROAD BON 70 STERN
						Check Totals	2,500.00	
028411	05/20/09	JOHN GARAGOZZO	05/01/09	37 DE BELL	Public Works Admin	Other Deposits/	2,500.00	REFUND ROAD BOND 37 DEBELL
						Check Totals	2,500.00	
028412	05/20/09	GODBY CONSTRUCTION	05/19/09	46 FREDERICK	NON-DEPARTMENTAL	Building Deposi	5,000.00	REFUND UTILITY DEPOSIT 46 FREDERICK
						Check Totals	5,000.00	
028413	05/20/09	GOLDFARB & LIPMAN ATTORNEYS	04/15/09	93318	Planning Department	HOUSING ELEMENT	2,786.32	HOUSING ELEMENT ASSISTANCE 3/1-3/31/09
						Check Totals	2,786.32	
028414	05/20/09	GRANITE ROCK CO. #16774 ACC	04/30/09	510308	Public Works Admin	Construction Ma	451.20	1/2" ASPHALTIC CONCRETE-FINE
						Check Totals	451.20	
028415	05/20/09	WILLIAM GROVE	05/19/09	102 BRITTON	Building	Building Permit	1,413.75	REFUND CANCELED PERMIT FEE 102 BRITTON
					NON-DEPARTMENTAL	Business Licens	630.00	REFUND CANCELED BUSINESS LIC. FEE 102 BR
					NON-DEPARTMENTAL	Road Impact Fee	1,242.50	REFUND CANCELED ROAD IMPACT FEE 102 BRIT
						Check Totals	3,286.25	
028416	05/20/09	PRAMILA GUPTA	04/18/09	04.18.09	NON-DEPARTMENTAL	Park Deposits	650.00	REFUND PARK DEPOSIT 04/18/09
						Check Totals	650.00	
028417	05/20/09	SHERMAN HALL	05/19/09	05/13-05/15/	Police	Training - POST	59.98	MEALS & PARKING, IACF CONFERENCE 5/13-5/

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	59.98	
028418	05/20/09	HOME DEPOT CREDIT SERVICES	05/14/09	1254/04-09	Public Works Park	Landscape Suppl	128.50	PERENNIAL, 2 GALLON HP PARK
					Public Works Park	Landscape Suppl	95.88	HYDRANGEA'S HP PARK
					Public Works Park	Construction Ma	44.34	4 X 4'S & CONCRETE HP PARK
					Public Works Park	Landscape Suppl	173.79	LAVENDAR & HYDRANGEA'S HP PARK
						Check Totals	442.51	
028419	05/20/09	I.M.P.A.C. GOVERNMENT SERVI	04/22/09	5424/04-09	Building	ENVIRONMENTAL P	229.50	RENTAL-TABLE CLOTHS ENVIRONMENTAL PROGRA
028419	05/20/09	I.M.P.A.C. GOVERNMENT SERVI	04/22/09	5390/04-09	Public Works Admin	Travel & Meetin	27.00	MEALS LEAGUE OF CITIES CONFERENCE 03/25-
028419	05/20/09	I.M.P.A.C. GOVERNMENT SERVI	04/22/09	5408/04-09	Public Works Admin	Travel & Meetin	324.78	HOTEL & PARKING LEAGUE OF CA CITIES 3/25
028419	05/20/09	I.M.P.A.C. GOVERNMENT SERVI	04/22/09	5440/04-09	Police	Building Suppli	225.88	IST AID KIT AND REFILLS
					Police	Training - POST	412.20	LODGING CHIEFS CONFERENCE 03/30-04/01/09
					Police	Other Contract	88.95	ENTERSECT POLICE ONLINE MARCH 09
					Police	Training - POST	22.56	LUNCH TBW FACILITATOR DAVE HUDSON 04/15/
					Police	Machinery & Equ	35.71	1GB PC24200 NONECC UNBUFFERED 200PIN DDR
028419	05/20/09	I.M.P.A.C. GOVERNMENT SERVI	04/22/09	0612/04-09	Police	Other Supplies	17.45	FRUIT, JUICE, MUFFINS ORAL BOARD MEMBERS
					Police	Special Events	59.85	LUNCH-ORAL BOARD MEMBERS, DISPATCH HIRIN
					Police	Computer Equipm	-36.05	RETURN-COMPUTER EQUIPMENT
028419	05/20/09	I.M.P.A.C. GOVERNMENT SERVI	04/22/09	0596/04-09	Police	Training - POST	10.61	MEAL MGMNT SCHOOL - M.GUERRA
					Police	Training - POST	15.00	BAGGAGE FEE-UNITED AIRLINES 3/29/09 MGNM
					Police	Training - POST	14.07	MEAL MGMNT SCHOOL M.GUERRA
					Police	Training - POST	16.08	MEAL MGMNT SCHOOL M.GUERRA
					Police	Training - POST	102.67	RENTAL CAR MAGMNT SCHOOL M.GUERRA
					Police	Gas & Oil	7.27	GAS, RENTAL CAR, MGMNT SCHOOL M.GUERRA
					Police	Training - POST	40.87	MEALS, MGMNT SCHOOL M.GUERRA
					Police	Training - POST	31.81	MEALS MGMNT SCHOOL, M.GUERRA
					Police	Training - POST	374.00	LODGING, MGMNT SCHOOL, M.GUERRA
					Police	Training - POST	15.00	BAGGAGE FEE UNITED AIRLINES 4/2/09 M.GUE
					Police	Equipment Maint	8.35	REMOTE KIT, STALKER RADAR
028419	05/20/09	I.M.P.A.C. GOVERNMENT SERVI	04/22/09	5432/04-09	Police	Other Supplies	310.44	CALIF PEACE OFFICERS 2008 MEMORIAL PINS
					Police	Other Supplies	109.25	COPIES ATHERTON GRID MAPS
					Police	Other Supplies	10.74	FRUIT/JUICE MGMNT STAFF MEETING
					Police	Other Supplies	413.20	PRINTER CARTRIDGES
					Police	Office Supplies	96.75	COMPUTER PAPER
					Police	Equipment Maint	640.00	(2) CAR WASH BOOKLET, 25 EA
					Police	Equipment Maint	3.24	EARBUD REPLACEMENT

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028419	05/20/09	I.M.P.A.C. GOVERNMENT SERVI	04/22/09	4324/04-09	Police NON-DEPARTMENTAL City Manager	Other Supplies Sales/User Use Computer Suppli	130.01 -11.01 15.00	LATENET PRINT FIELD KIT SALES TAX PAYABLE CONSTANT CONTACT SOFTWARE
028419	05/20/09	I.M.P.A.C. GOVERNMENT SERVI	04/22/09	4832/04-09	City Manager City Attorney City Manager City Council City Council City Council	Travel & Meetin Travel & Meetin Office Supplies Travel & Meetin Office Supplies Travel & Meetin	12.52 130.86 61.95 51.82 30.01 18.96	MEAL J.GRUBER, SAN MATEO CO CITY MGRS AS CITY ATTORNEY INTERVIEW LUNCHEON 01/27 CITY CLERK PAPER FOR MINUTES, ORDINANCES COOKIES AND DRINKS FOR COUNCIL PHOTO FRAMED OF COUNCIL MEMBER ELIZABETH CITY COUNCIL MEETING BREAKFAST
					City Council NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL City Council City Manager	Office Supplies Travel & Meetin Office Supplies Computer Equipm Computer Suppli Travel & Meetin Travel & Meetin	21.64 179.58 10.19 145.50 -475.00	SILVERWARE FOR ADMIN KITCHEN I.T. BATTERY BACKUP FOR ATHERTON DOMAIN NAME REGISTRATION 1-YEAR, ATHERTO MEAL- CITY COUNCIL DINNER 4/15/09 CREDIT LEAGUE OF CA CITIES MEETING
						Check Totals	3,949.21	
028420	05/20/09	IEDA, INC.	05/01/09	05-01-09	City Attorney	Labor Relations	1,000.00	LABOR RELATIONS CONSULTING 5/1-5/31/09
						Check Totals	1,000.00	
028421	05/20/09	INFORMATION SERVICES ATTN:	05/11/09	1YAT10904	Police	Other Contract	1,318.33	MICROWAVE AND MESSAGE SWITCH APRIL 2009
						Check Totals	1,318.33	
028422	05/20/09	INTERMOUNTAIN ELECTRIC COMP	04/28/09	013691	Public Works Admin	Other Contract	1,518.22	STREET LIGHT REPAIRS-ATHERTON OAKS, VALP
						Check Totals	1,518.22	
028423	05/20/09	IRVINE & JACHENS INC	05/14/09	7214	Police	Other Supplies	154.53	UNIFORM BADGE-SERGEANT
						Check Totals	154.53	
028424	05/20/09	JENSEN LANDSCAPE SERVICE, I	04/25/09	072866	Public Works Park	Contract Lndscp	2,225.00	LANDSCAPE SERVICE HP PARK MAY 2009
						Check Totals	2,225.00	
028425	05/20/09	KIKUCHI & ASSOCIATES	05/04/09	05-04-09	NON-DEPARTMENTAL	Other Contract	420.00	CONSTRUCTION ADMINISTRATION FOR HOLBROOK
028425	05/20/09	KIKUCHI & ASSOCIATES	05/04/09	05-04-09	NON-DEPARTMENTAL	Other Contract	1,025.00	LANDSCAPE DESIGN SERVICE FOR THE HOLBROOK

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	1,445.00	
028426	05/20/09	KIMLEY-HORN & ASSOCIATES IN	04/30/09	3848942	Public Works Admin	Contract Engine	2,040.73	FAIR OAKS LANE TRAFFIC STUDY APRIL 09
028426	05/20/09	KIMLEY-HORN & ASSOCIATES IN	04/30/09	3848943	NON-DEPARTMENTAL	Other Contract	6,512.30	TRAFFIC ENGINEERING SERVICES FOR THE ROA
						Check Totals	8,553.03	
028427	05/20/09	LA SALLE PROPERTIES LLC	05/01/09	216	ATHERTON Public Works Admin	Other Deposits/	2,500.00	REFUND ROAD BOND 216 ATHERTON
						Check Totals	2,500.00	
028428	05/20/09	LEAGUE OF CALIFORNIA CITIES	05/04/09	05.04.09	City Manager	Travel & Meetin	40.00	LLC DINNER MEETING 5/21/09 J.GRUBER
					City Council	Travel & Meetin	40.00	LLC DINNER MEETING 5/21/09 E.LEWIS
						Check Totals	80.00	
028429	05/20/09	LEXIPOL LLC	04/01/09	3023	Police	Other Contract	2,700.00	DAILY TRAINING BULLETINS 4/1/09-3/31/10
						Check Totals	2,700.00	
028430	05/20/09	LYNGSO GARDEN MATERIAL	04/23/09	773592	Public Works Park	Landscape Suppl	37.15	NURSERY MIX HP PARK
						Check Totals	37.15	
028431	05/20/09	LYNX TECHNOLOGIES	05/14/09	5897	Public Works Admin	Other Contract	200.00	IMPLEMENTATION SERVICES FY 2008/2009 ONS
						Check Totals	200.00	
028432	05/20/09	TIM MARKS	05/19/09	05/11-05/15/	Police	Training - POST	61.58	REIMB MEALS, TRAFFIC COLLISION INVEST. T
					Police	Gas & Oil	305.25	REIMB MILEAGE, TRAFFIC COLLISION INVEST.
						Check Totals	366.83	
028433	05/20/09	MAZE & ASSOCIATES CERTIFIED	05/14/09	05.14.09	Non-Department	Audit & Financi	830.00	INDEPENDENT AUDITOR FOR TOWN'S FINANCIAL
						Check Totals	830.00	
028434	05/20/09	MELLO PIPELINES	05/01/09	73	IRVING Public Works Admin	Other Deposits/	2,500.00	REFUND ROAD BOND 73 IRVING

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028434	05/20/09	MELLO PIPELINES	05/19/09	95 PATRICIA	Public Works Admin	Other Deposits/	2,500.00	REFUND ROAD BOND 95 PATRICIA
						Check Totals	5,000.00	
028435	05/20/09	JOSEPH MERCER	05/20/09	03.31.09	Public Works Admin	Health Insuranc	220.20	RETIREE MEDICAL REIMB JAN-MAR 09
						Check Totals	220.20	
028436	05/20/09	MILLS-PENINSULA HEALTH SERV	04/27/09	39931	NON-DEPARTMENTAL	Employee Assist	585.00	EMPLOYEE ASSISTANCE SERVICE 4/1-6/30/09
028436	05/20/09	MILLS-PENINSULA HEALTH SERV	05/07/09	39941	Building	Training & Safe	600.00	TEAM BUILDING- 3 ONE HOUR SESSIONS BLDG
						Check Totals	1,185.00	
028437	05/20/09	NBS	04/30/09	S04300908-JH	NON-DEPARTMENTAL	Other Contract	11,762.50	PROFESSIONAL/CONSULTING SERVICE FOR A CO
						Check Totals	11,762.50	
028438	05/20/09	LISA NEWTON	05/19/09	46 FREDERICK	NON-DEPARTMENTAL	Building Deposi	4,497.00	REFUND RECYCLING DEPOSIT 46 FREDERICK
						Check Totals	4,497.00	
028439	05/20/09	KRISTEN NICHOLS	05/19/09	05.19.09	Police	Training - POST	38.37	REIMB MEALS-INTERNAL INVEST. 5/12-5/14/0
						Gas & Oil	96.80	REIMB MILEAGE-INTERNAL INVEST. 5/12-5/14
						Check Totals	135.17	
028440	05/20/09	OFFICE DEPOT	04/23/09	471774716-00	NON-DEPARTMENTAL	Office Supplies	43.69	INTELLIMOUSE W/ TILT WHEEL, L.HO
			04/30/09	472538101-00	NON-DEPARTMENTAL	Office Supplies	10.05	PADS
						Check Totals	53.74	
028441	05/20/09	ORCHARD SUPPLY HARDWARE	05/04/09	1359/04-09	Public Works Admin	Construction Ma	6.33	DOUBLE SIDED TAPE FOR SIGNS
						Construction Ma	4.54	SCREWS, NUTS, WASHERS
						Construction Ma	60.01	PAINT SUPPLIES FOR SOUNDWALLS
						Check Totals	70.88	
028442	05/20/09	PENINSULA UNIFORMS & EQUIPM	04/14/09	41449	Police	Uniforms	174.69	POLICE TAC OFFICER EQUIP-DENNIS

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028443	05/20/09	PITNEY BOWES INC.	05/16/09	19121890867/	Finance	Office Machines	330.00	RENTAL, POSTAL SECURITY DEVICE 6/16-9/15
						Check Totals	174.69	
028444	05/20/09	THE POLICE & SHERIFF PRESS,	05/14/09	21387	Police	Other Supplies	12.44	CCW WARD-BRENNAN REPLACEMENT
						Check Totals	12.44	
028445	05/20/09	BRUCE POTTS	05/19/09	05.19.09	Police	Special Events	1,092.45	REIMB DARE AWARDS
					Police	Machinery & Equ	67.78	REIMB RIFLE CLEANING KITS
					NON-DEPARTMENTAL	Sales/User Use	-5.36	SALES TAX PAYABLE
						Check Totals	1,154.87	
028446	05/20/09	PROFESSIONAL TREE CARE COMP	04/30/09	13783	Public Works Admin	Tree Maintenance	1,980.00	ROUTINE PRUNING, HAZARDOUS TREE REMOVAL
					Public Works Park	Tree Maintenance	440.00	ROUTINE PRUNING, HAZARDOUS TREE REMOVAL
					Public Works Park	Contract Lndscp	220.00	ROUTINE PRUNING, HAZARDOUS TREE REMOVAL
						Check Totals	2,640.00	
028447	05/20/09	RECALL SECURE DESTRUCTION S	04/25/09	002303068156	Police	Other Supplies	120.44	SHRED P.D. DOCUMENTS 3/20-4/23/09
						Check Totals	120.44	
028448	05/20/09	RECY-CAL SUPPLY CO.	03/19/09	32953	Public Works Admin	Building Improv	1,464.22	1 EA RECYCLE STATION FOR COUNCIL CHAMBER
						Check Totals	1,464.22	
028449	05/20/09	CITY OF REDWOOD CITY INFORM	04/30/09	BR23087	NON-DEPARTMENTAL	Other Contract	2,800.63	I.T. SERVICES APRIL 09
						Check Totals	2,800.63	
028450	05/20/09	REDWOOD MECHANICAL	05/07/09	W32574	Public Works Admin	Facility Repair	1,290.00	1 EA HVAC REPAIR-NEW MOTOR IN POST OFFIC
						Check Totals	1,290.00	

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028451	05/20/09	KELLI ROBERTSON	04/24/09	35760	Building NON-DEPARTMENTAL	Office Supplies	21.30	PLAN TAGS PERMIT CENTER
						Sales/User Use	-1.80	SALES TAX PAYABLE
						Check Totals	19.50	
028452	05/20/09	S & T INVESTIGATIONS STACEY	05/13/09	60	Police	Other Contract	265.00	BACKGROUND AND CREDIT CHECK, DISPATCH AP
						Check Totals	265.00	
028453	05/20/09	SAN MATEO COUNTY CHAPLAINCY	04/30/09	4.30.09	Police	Other Contract	500.00	ON-CALL CHAPLAINCY SERVICE APRIL 2009
						Check Totals	500.00	
028454	05/20/09	SAN MATEO REGIONAL NETWORK,	05/10/09	18086	Police	Other Contract	385.00	MONTHLY ACCESS FEE T-1 SERVICE MAY 09
						Check Totals	385.00	
028455	05/20/09	SRPSTC	05/14/09	06.15-06.25.	Police	Training - POST	1,691.00	MOTORCYCLE BASIC, T.MARKS, 6/15-6/25/09
						Check Totals	1,691.00	
028456	05/20/09	SHARP ELECTRONICS CORPORATI	05/11/09	AR189356	NON-DEPARTMENTAL	Office Machines	109.29	COPIER MAINTENANCE- ADMIN 4/16-5/15/09
						Check Totals	109.29	
028457	05/20/09	SAFEPLAY BY DESIGN, INCORPO	05/06/09	807	Public Works Admin	Other Contract	800.00	PLAYGROUND INSPECTION, 2 X PLUS TRAVEL
						Check Totals	800.00	
028458	05/20/09	TEE'S PLUS	05/06/09	301128	Police NON-DEPARTMENTAL	Other Supplies	60.44	D.A.R.E. MEDALLION
						Sales/User Use	-4.44	SALES TAX PAYABLE
						Check Totals	56.00	
028459	05/20/09	DARYL D. JONES, INC. DBA TE	05/10/09	40068	Police	Other Contract	934.00	MANAGEMENT & MAINTENANCE OF COMMUNICATIO
						Check Totals	934.00	
028460	05/20/09	TERMINIX PROCESSING CENTER	04/20/09	286010207	NON-DEPARTMENTAL	Other Contract	108.00	PEST CONTROL, LIBRARY, APRIL 09

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028461	05/20/09	TINCHER CONSTRUCTION	05/19/09	383 WALSH	Building NON-DEPARTMENTAL	Check Totals	108.00	
						Building Permit	420.00	REFUND PERMIT FEE 383 WALSH
						Road Impact Fee	532.50	REFUND ROAD IMPACT FEE 383 WALSH
						Check Totals	952.50	
028462	05/20/09	TURBO DATA SYSTEMS INC.	04/30/09	15447	Police	CITATION PROCES	113.03	CITATION PROCESSING MARCH-APRIL 09
						Check Totals	113.03	
028463	05/20/09	UNIFIRST CORP.	04/21/09	0316750	Public Works Admin	Uniforms	47.12	LAUNDRY SERVICE 4/21/09
						Check Totals	47.12	
028464	05/20/09	AGI PUBLISHING DBA: VALLEY	05/01/09	998221/05-09	Public Works Park	Advertising/Pub	939.00	ADVERTISING HP PARK MAY 09
						Check Totals	939.00	
028465	05/20/09	VOYAGER	04/24/09	869016477904	Police	Gas & Oil	17.05	MOTORCYCLE FUEL APRIL 09
						Check Totals	17.05	
028466	05/20/09	WILLIAMS SCOTSMAN	04/29/09	90255217	Public Works Admin	Rent - Faciliti	715.80	MONTHLY LEASE PAYMENTS, P.D. TRAILER, 4/
						Check Totals	715.80	
028467	05/20/09	WITMER-TYSON IMPORTS, INC.	05/01/09	T7235	Police	K-9 Expenses	695.18	POLICE SERVICE DOG ZAR, MONTHLY TRAINING
						Check Totals	695.18	
028468	05/20/09	WORKFLOW	05/08/09	14460604	NON-DEPARTMENTAL	Office Supplies	481.79	PAYROLL CHECKS
						Check Totals	481.79	
028469	05/20/09	ZETRON INC	04/22/09	373319	Police	Communication	42,090.15	ATHERTON SHARE 9-1-1 SYSTEM UPGRADE

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						Check Totals	42,090.15	
028472	05/29/09	A-A-A RENTALS INC	05/06/09	506851	Public Works Admin	Rent - Tools &	70.00	PARK PROJECT, PUMP, SUMP 2" LARGE ELECT,
028472	05/29/09	A-A-A RENTALS INC	05/14/09	507362	Public Works Admin	Rent - Tools &	54.50	WATER BLASTER 2400 PSI
028472	05/29/09	A-A-A RENTALS INC	05/11/09	507157	Public Works Admin	Rent - Tools &	24.00	PARK SEWER WORK DIAMOND BLADE 14" FOR CO
028472	05/29/09	A-A-A RENTALS INC	05/12/09	507252	Public Works Admin	Equipment Maint	26.22	CHAINS AW OIL
			05/26/09	508030	Public Works Admin	Rent - Tools &	77.00	PUMP, SUMP 2" LARGE-EMERGENCY REPAIRS
						Check Totals	251.72	
028473	05/29/09	ACCOUNTEMPS FILE 73484	05/19/09	23784153	Finance	Temporary Help	2,195.60	ACCOUNTANT J.PAN WEEK 05/11/-/15/09
028473	05/29/09	ACCOUNTEMPS FILE 73484	05/25/09	23809087	Finance	Temporary Help	2,195.60	ACCOUNTANT JUN PAN 05/18-05/22/09
						Check Totals	4,391.20	
028474	05/29/09	JOSEPH AIELLO	05/21/09	Reimb-Codetr	Building	Training & Safe	30.00	CCCIAPMO meeting and training reimbursem
						Check Totals	30.00	
028475	05/29/09	ALHAMBRA & SIERRA SPRINGS	05/24/09	1889/05-09	NON-DEPARTMENTAL	Office Supplies	71.84	WATER ADMIN MAY 09
028475	05/29/09	ALHAMBRA & SIERRA SPRINGS	05/24/09	4981709/05-0	Police	Other Supplies	250.27	WATER P.D. MAY 09
028475	05/29/09	ALHAMBRA & SIERRA SPRINGS	04/26/09	4981889/04-0	City Manager	Office Supplies	52.59	WATER-APRIL 09 ADMIN
						Check Totals	374.70	
028476	05/29/09	AT&T CALNET 2	05/10/09	000000613479	Police	Communication	15.63	04/10-05/09/09 93 dinkelspiel alarm line
028476	05/29/09	AT&T CALNET 2	05/10/09	000000614130	Police	Communication	29.18	04/10/-05/09/09 police fax
028476	05/29/09	AT&T CALNET 2	05/10/09	000000614128	Police	Communication	96.06	04/10/-05/09/09 Emergency line
028476	05/29/09	AT&T CALNET 2	05/10/09	000000614132	Police	Communication	30.49	04/10/-05/09/09 P.D. Fax
028476	05/29/09	AT&T CALNET 2	05/10/09	000000614124	Police	Communication	29.91	04/10/-05/09/09
028476	05/29/09	AT&T CALNET 2	05/10/09	000000614127	Police	Communication	30.18	04/10/-05/09/09 telminder loop line
028476	05/29/09	AT&T CALNET 2	05/10/09	000000614131	Police	Communication	155.74	04/10/-05/09/09 police trailer
028476	05/29/09	AT&T CALNET 2	05/10/09	000000614129	Police	Travel & Meetin	0.18	04/10-05/09/09 voice print for 911
028476	05/29/09	AT&T CALNET 2	05/10/09	0000614125	Police	Communication	14.33	04/10/-05/09/09 teleminder line
028476	05/29/09	AT&T CALNET 2	05/10/09	000000614133	Police	Communication	16.07	04/10/-05/09/09 Police direct fax line
028476	05/29/09	AT&T CALNET 2	05/10/09	000000614126	Police	Communication	45.67	04/10/-05/09/09 call box alameda & ather
028476	05/29/09	AT&T CALNET 2	05/11/09	000000615505	Police	Communication	22.85	04/11-05/10/09 dinkelspiel station payph
028476	05/29/09	AT&T CALNET 2	04/27/09	000000590330	City Manager	Communication	111.34	03/27/-04/26/09 PRI SVC

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028476	05/29/09	AT&T CALNET 2	05/01/09	00000601474	Public Works Park	Communication	55.28	04/01-04/30/09 HP park main house
028476	05/29/09	AT&T CALNET 2	05/01/09	00000601472	Police	Communication	111.01	04/01-04/30/09 ESL service line
028476	05/29/09	AT&T CALNET 2	04/27/09	00000590328	Police	Communication	15.58	03/27-04/26/09 alarm line
028476	05/29/09	AT&T CALNET 2	04/25/09	00000588342	Police	Communication	15.57	03/25-04/24/09 records room
028476	05/29/09	AT&T CALNET 2	04/27/09	00000590329	Police	Communication	210.78	03/27/09 -04/26/09 Disaster Line Council
028476	05/29/09	AT&T CALNET 2	05/20/09	632938	Building	Communication	11.87	PRI SVC 271-7360 4/20-5/19/09 PERMIT CEN
					Public Works Admin	Communication	63.33	PRI SVC 271-7360 4/20-5/19/09 HP PARK
					Public Works Admin	Communication	12.59	PRI SVC 271-7360 4/20-5/19/09 P.W.
					Police	Communication	246.83	PRI SVC 271-7360 4/20-5/19/09 P.D.
					NON-DEPARTMENTAL	Communication	25.19	PRI SVC 271-7360 4/20-5/19/09 ADMIN
028476	05/29/09	AT&T CALNET 2	05/10/09	614134	Building	Communication	16.17	CENTREX 655-6500 04/10-05/09/09 PERMIT C
					Police	Communication	140.10	CENTREX 688-6500 04/10-05/09/09 POLICE
					Public Works Admin	Communication	177.82	CENTREX 688-6528 04/10-05/09/09 HP PARK
					Public Works Admin	Communication	37.72	CENTREX 688-6500 04/10-05/09/09 P.W.
					NON-DEPARTMENTAL	Communication	167.04	CENTREX 688-6500 04/10-05/09/09 ADMIN
028476	05/29/09	AT&T CALNET 2	04/20/09	555595	Building	Communication	22.20	PRI SVC 271-7360 3/20-4/19/09 PERMIT CEN
					Public Works Admin	Communication	118.41	PRI SVC 271-7360 3/20-4/19/09 HP PARK
					Public Works Admin	Communication	23.55	PRI SVC 271-7360 3/20-4/19/09 P.W.
					Police	Communication	461.52	PRI SVC 271-7360 3/20-4/19/09 POLICE
					NON-DEPARTMENTAL	Communication	47.09	PRI SVC 271-7360 3/20-4/19/09 ADMIN
028476	05/29/09	AT&T CALNET 2	04/27/09	590331	Building	Communication	16.01	PRI SVC 752-8099 3/27-4/26/09 PERMIT CEN
					Police	Communication	332.78	PRI SVC 752-8099 3/27-4/26/09 POLICE
					Public Works Admin	Communication	85.38	PRI SVC 752-8099 3/27-4/26/09 HP PARK
					Public Works Admin	Communication	16.98	PRI SVC 752-8099 3/27-4/26/09 P.W.
					NON-DEPARTMENTAL	Communication	33.96	PRI SVC 752-8099 3/27-4/26/09 ADMIN
028476	05/29/09	AT&T CALNET 2	05/01/09	601475	City Manager	Communication	15.93	327-4866 4/1-4/30/09
			05/13/09	617778	Police	Communication	15.80	326-1167 4/13-5/12/09
			05/20/09	632934	Public Works Admin	Communication	84.20	251-1053 4/20-5/19/09
			05/20/09	632935	Police	Communication	97.08	281-1953 4/20-5/19/09
			05/20/09	632936	Police	Communication	56.64	252-8343 4/20-5/19/09
			05/20/09	632937	Police	Communication	265.86	271-5840 4/20-5/19/09
			05/20/09	632939	Police	Communication	66.34	451-6689 4/20-5/19/09
			05/20/09	632940	Police	Communication	66.34	451-6690 4/20-5/19/09
			05/20/09	632941	Police	Communication	76.65	451-6691 4/20-5/19/09
			05/25/09	644079	Police	Communication	15.54	322-8691 4/25-5/24/09
							3,822.77	
Check Totals								
028479	05/29/09	LANCE BAYER	05/29/09	06.01.09	Police	Other Contract	1,125.00	CONFIDENTIAL PERSONNEL INVESTIGATION 04/

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028480	05/29/09	BE YOUR OWN GUEST MAY ELLEN	05/19/09	05-19-09	Building	ENVIRONMENTAL P	750.00	GREEN BLDG AWARDS
						Check Totals	1,125.00	
028481	05/29/09	CA STATE DISBURSEMENT UNIT	05/22/09	92772/05-22-	NON-DEPARTMENTAL	Payroll Deducti	100.62	CHILD SUPPORT W/H 05/03-05-16/09
			05/22/09	0750106244-0	NON-DEPARTMENTAL	Payroll Deducti	339.80	CHILD SUPPORT W/H 5/3-5-16/09
						Check Totals	750.00	
028482	05/29/09	CALPERS HEALTH BENEFITS DIV	05/15/09	364	NON-DEPARTMENTAL	Payroll Deducti	2,692.34	ACTIVE EMPLOYEE CONTRIBUTION JUNE 09
					NON-DEPARTMENTAL	Payroll Benefit	44,977.70	ACTIVE JUNE 09
					NON-DEPARTMENTAL	Payroll Benefit	289.53	ADMIN FEE JUNE 09
					Non-Department	Retiree Health	15,153.57	RETIREE JUN 09
						Check Totals	440.42	
028483	05/29/09	THE CITIES GROUP A JOINT PO	05/08/09	05-08-09	NON-DEPARTMENTAL	Workers Compens	4,942.60	WORKERS COMP ASSESSMENT 4/1/09-6/30/09
					NON-DEPARTMENTAL	Safety/Complian	321.24	SAFETY COMPLIANCE PROGRAM ASSESSMENT 4/1
						Check Totals	63,113.14	
028484	05/29/09	CLARK PEST CONTROL	05/26/09	8387890	Public Works Admin	Grounds Mainten	780.00	WEED CONTROL, HP PARK, MAY 09
						Check Totals	5,263.84	
028485	05/29/09	CONTRACT SWEEPING SERVICES	05/28/09	INV000005174	Public Works Admin	Other Contract	992.70	SWEEPING SERVICES MAY 2009
						Check Totals	780.00	
028486	05/29/09	CSG CONSULTANTS, INC.	05/11/09	B090077	Building	Other Contract	270.00	0401-04/30/09 deferred submittal -stairs
						Check Totals	270.00	
028487	05/29/09	DELL MARKETING L.P. C/O DEL	05/29/09	XD6WNDJX8	Building	Equipment Maint	54.61	COMPUTER REPAIR ASSY HEATSINK TRANSFORME
			04/28/09	XD6WNRW6	Building	Equipment Maint	75.37	COMPUTER REPAIR POWER SUPPLY, M.WASSMAN
028487	05/29/09	DELL MARKETING L.P. C/O DEL	05/26/09	XD7MWP9CJ2	NON-DEPARTMENTAL	Computer Equipm	1,059.56	OPTIFLEX 760 MINI TOWER D.JONES

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	1,189.54	
028488	05/29/09	DIVERSIFIED MAINTENANCE SER	05/01/09	061124	NON-DEPARTMENTAL	Custodial Servi	308.17	MAY 2009 BLDG MAINT TOWN HALL
					Police	Custodial Servi	417.85	MAY 2009 BLDG MAINT POLICE DEPT
					Building	Custodial Servi	115.08	MAY 2009 BLDG MAINT PERMIT CENTER
					Public Works Admin	Custodial Servi	145.98	MAY 2009 BLDG MAINT PUBLIC WORKS
					Public Works Admin	Custodial Servi	193.09	MAY 2009 BLDG MAINT CORP YARD
					NON-DEPARTMENTAL	Custodial Servi	445.59	MAY 2009 BLDG MAINT LIBRARY
						Check Totals	1,625.76	
028489	05/29/09	EMBARCADERO PUBLISHING CO	04/30/09	04.30.09	Public Works Admin	Advertising/Pub	928.00	AD- BID SEWER IMPROVEMENT PROJECT
					Planning Department	Advertising/Pub	174.00	AD - PUBLIC HEARING CERA
						Check Totals	1,102.00	
028490	05/29/09	EMPLOYMENT DEVELOPMENT DEPT	05/08/09	944-02625-3/	Finance	Unemployment In	5,400.00	UNEMPLOYMENT INSURANCE, PIERCE 1/1/09-3/
					City Manager	Unemployment In	5,400.00	UNEMPLOYMENT INSURANCE, ENGLISH 1/1-3/31
					Police	Unemployment In	84.00	UNEMPLOYMENT INSURANCE, SILAGI 1/1-3/31/
						Check Totals	10,884.00	
028491	05/29/09	FIRST CHOICE	05/19/09	205452	Building	Office Supplies	26.58	A/C# c05939 ORDER 05/19/09 BY KILLIE
028491	05/29/09	FIRST CHOICE	05/28/09	205454	Public Works Admin	Office Supplies	75.35	COFFEE, PUBLIC WORKS
028491	05/29/09	FIRST CHOICE	05/29/09	656194	Police	Other Supplies	87.00	COFFEE - POLICE DEPT
						Check Totals	188.93	
028492	05/29/09	JOHN & CAROL FLAHERTY	05/29/09	10 CAMINO PO	NON-DEPARTMENTAL	Bus Lic Refund	15,748.40	BATCH 03 REFUND #9
						Check Totals	15,748.40	
028493	05/29/09	GODBE RESEARCH & ANALYSIS	05/25/09	11310	NON-DEPARTMENTAL	Other Contract	5,180.00	SURVEY OF ATHERTON VOTERS TO ASSESS THE
						Check Totals	5,180.00	
028494	05/29/09	JEROME GRUBER	05/28/09	0896302362-0	City Manager	Utilities	38.60	REIMB PARTIAL ELCTRICAL BILL FOR CITY MG

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028495	05/29/09	LOUISE HO	05/13/09	05.13.09	Finance	Travel & Meetin	19.08	REIMB MILEAGE 05.13.09 CALPERS WORKSHOP
						Check Totals	38.60	
028496	05/29/09	I.M.P.A.C. GOVERNMENT SERVI	05/22/09	5390/05-09	NON-DEPARTMENTAL	Construction Ma	332.11	SEALANT & ADHESIVES
028496	05/29/09	I.M.P.A.C. GOVERNMENT SERVI	05/22/09	5408/05-09	Public Works Admin	Travel & Meetin	25.00	FASTRAK MAY 09
028496	05/29/09	I.M.P.A.C. GOVERNMENT SERVI	05/22/09	5432/05-09	Police	Training - POST	152.92	LUNCH TEAM BUILDING WORKSHOP 4/28/09
					Police	Training - POST	158.17	LUNCH TEAM BUILDING WORKSHOP 4/29/09
					Police	Training - POST	79.00	EXCEL CVOURSE - MILLER, 7/15/09
					Police	Other Supplies	446.38	GAS MASK FIT TESTS
					Police	Other Supplies	28.38	2 FRAMES FOR SCHOLARSHIPS, P.D.
					Police	Training - POST	38.00	POST INSTRCTOR SYMPOSIUM, WADE, 5/26-5/2
					Police	Training - POST	-137.40	CREDIT LIGHT HOUSE LODGE
028496	05/29/09	I.M.P.A.C. GOVERNMENT SERVI	05/22/09	5440/05-09	Police	Training - POST	64.15	SNACKS-TEAM BUILDING WORKSHOP 4/27/09
					Police	Training - POST	3,562.35	LODGING-9 EMPLOYEES TEAM BUILDING WORKSH
					Police	Other Contract	88.95	ENTERSECT ONLINE APRIL 09
					Police	Machinery & Equ	254.84	LODGING, PEACE OFFICER MEMORIAL 5/7/09 G
					Police	Travel & Meetin	45.39	BREAKFAST MEETING, POA PRES/VP
						Check Totals	5,138.24	
028497	05/29/09	CHRISTOPHER A. JOSEPH & ASS	03/13/09	600145	NON-DEPARTMENTAL	PLANNING DEPOSI	7,303.60	ST JOSEPH'S ATHERTON 02/01-02/28/09
						Check Totals	7,303.60	
028498	05/29/09	LEXIPOL LLC	05/01/09	3054	Police	Other Contract	2,850.00	LAW ENFORCEMENT POLICY MANUAL UPDATE SUB
						Check Totals	2,850.00	
028499	05/29/09	MARIN CONSULTING ASSOCIATES	05/28/09	05.28.09	Police	Training - POST	3,935.00	TEAM BUILDING WORKSHOP 04/28-04/30/09
						Check Totals	3,935.00	
028500	05/29/09	NEAL MARTIN & ASSOCIATES	04/30/09	975	Planning Department	Contract Planne	19,950.81	CONTRACT PLANNING SERVICES 4/1-4/30/09
028500	05/29/09	NEAL MARTIN & ASSOCIATES	04/30/09	976	Planning Department	HOUSING ELEMENT	3,797.88	PLANNING SERVICES - HOUSING ELEMENT 4/1-

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
						Check Totals	23,748.69	
028501	05/29/09	MCDONOUGH, HOLLAND & ALLEN	05/15/09	211986	City Attorney	City Attorney R	11,000.00	RETAINER FEE MARCH 09
					City Attorney	Attorney - Othe	10,191.50	ADDITIONAL LEGAL SERVICES MARCH 09
					City Attorney	Attorney - Othe	477.39	TOTAL COST MARCH 09
						Check Totals	21,668.89	
028502	05/29/09	CITY OF MENLO PARK	05/27/09	05.27.09	City Manager	Travel & Meetin	80.00	COUNCIL OF CITIES DINNER 05/29/09 J.GRUB
028503	05/29/09	MID-PENINSULA ANIMAL HOSPIT	05/19/09	405776	Police	K-9 Expenses	143.55	MEDICAL SUPPLIES, K-9 ZAR
						Check Totals	143.55	
028504	05/29/09	MUNI SERVICES LLC	06/08/09	GOODRICH CON	NON-DEPARTMENTAL Finance	Business Licens	125.00	GOODRICH CONSTRUCTION TEL.851-2216
028504	05/29/09	MUNI SERVICES LLC	05/21/09	LanceScape_2	NON-DEPARTMENTAL Finance	Business Licens	25.00	BIS. LIC. FEES GOODRICH CONSTR.
028504	05/29/09	MUNI SERVICES LLC	05/19/09	CentralCal_2	NON-DEPARTMENTAL Finance	Business Licens	125.00	LanceScape Tel.408-529-5500 Biz activiti
028504	05/29/09	MUNI SERVICES LLC	05/07/09	AndersonGrp_	NON-DEPARTMENTAL Finance	Business Licens	25.00	Biz Lic Fees LanceScape
028504	05/29/09	MUNI SERVICES LLC	05/29/09	Hangitup_200	NON-DEPARTMENTAL Finance	Business Licens	125.00	CentralCal-Construction Tel. 408-233-650
						Business Licens	25.00	Biz Lic. Fee Central Cal
						Business Licens	75.00	Anderson Group Intl Tel. 408-954-1400
						Building Permit	25.00	Biz Lic. Fees Anderson Group
						Business Licens	50.00	HangitupTim Tel. 650-344-2642
						Business Licens	25.00	Biz Lic. Fees
						Check Totals	625.00	
028505	05/29/09	MVA CONSTRUCTION CO. INC. M	05/29/09	5 BETTY LANE	NON-DEPARTMENTAL	Bus Lic Refund	12,357.20	BATCH 03 REFUND #8
						Check Totals	12,357.20	
028506	05/29/09	NEC UNIFIED SOLUTIONS, INC	04/29/09	TM0000006198	Police NON-DEPARTMENTAL	Equipment Maint Communication	145.34 72.66	Police: Date of work 04/28/09 Admin: Dtae of work 04/28/09
						Check Totals	218.00	

Town of Atherton
 Check Disbursement by Vendor for the Check Dates 05/01/2009 through 05/31/2009

Check#	Check Dt	Vendor Name	Inv Date	Inv#	Department	GL Account	Amounts	Detail Description
028507	05/29/09	NEXGEN BUILDERS INC.	05/15/09	01312576	NON-DEPARTMENTAL	Other Contract	11,888.99	HOLBROOK-PALMER PARK PEDESTRIAN BRIDGE A
						Check Totals	11,888.99	
028508	05/29/09	PUBLIC EMPLOYEES RETIREMENT	05/22/09	05.22.09	NON-DEPARTMENTAL	Payroll Deducti	4,505.45	PERS W/H 05/03-05/16/09
					NON-DEPARTMENTAL	Payroll Benefit	45,882.66	PERS 05/03-05/16/09
						Check Totals	50,388.11	
028509	05/29/09	REDWOOD PLUMBING	05/29/09	W32816	NON-DEPARTMENTAL	Other Contract	336.56	SERVICE AIR CONDITIONING FOR LIBRARY
						Check Totals	336.56	
028510	05/29/09	SAFEGUARD BUSINESS SYSTEMS	04/24/09	025078401	Finance	Office Supplies	165.77	RECEIPT BOOKS FRO ADMIN/P.D.
						Check Totals	165.77	
028511	05/29/09	SAN MATEO COUNTY CHAPLAINCY	05/29/09	05.31.09	Police	Other Contract	500.00	ON-CALL CHAPLAINCY SERVICE MAY 2009
						Check Totals	500.00	
028512	05/29/09	SIMPSON DESIGN GROUP ARCHIT	05/29/09	15 JENNINGS	NON-DEPARTMENTAL	Bus Lic Refund	2,304.00	BATCH 4 REFUND #11
						Check Totals	2,304.00	
028513	05/29/09	SPRINT	05/29/09	130538811-01	Police	Communication	400.91	MOBILE DATA COMPUTERS 4/26-5/25/09
						Check Totals	400.91	
028514	05/29/09	STUBBS & LEONE	05/07/09	05.07.09	City Attorney	Attorney - Othe	175.00	LEGAL SERVICES APRIL 09
			05/07/08	05/07/09	City Attorney	Attorney - Othe	2,657.37	LEGAL SERVICES APRIL 09
						Check Totals	2,832.37	
028515	05/29/09	TEAMSTERS LOCAL 856 H & W	05/29/09	JUNE.09	NON-DEPARTMENTAL	Payroll Benefit	6,578.00	DENTAL PREMIUMS JUNE 09
						Check Totals	6,578.00	
028516	05/29/09	TEAMSTERS UNION LOCAL 856	05/22/09	05.22.09	NON-DEPARTMENTAL	Payroll Deducti	401.55	DUES W/H 05/03-05/16/09

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028517	05/29/09	TERMINIX PROCESSING CENTER	05/25/09	286705291	NON-DEPARTMENTAL	Other Contract	108.00	PEST CONTROL, MAY 09, LIBRARY
						Check Totals	401.55	
028518	05/29/09	THALES CONSULTING INC.	05/13/09	219	Finance	Audit & Financi	5,000.00	FINANCIAL REPORTING SEVICES TO COMPLETE
						Check Totals	108.00	
028519	05/29/09	DARREN TORRE	05/29/09	57 MAPLE	NON-DEPARTMENTAL	Bus Lic Refund	1,238.40	BATCH 06 REFUND #15
						Check Totals	5,000.00	
028520	05/29/09	UNIFIRST CORP.	05/12/09	319666	Public Works Admin	Uniforms	17.61	UNIFORM CLEANING PARKS 5/12/09
			04/21/09	316751	Public Works Admin	Uniforms	17.61	UNIFORM CLEANING HP PARK 5/12/09
			05/05/09	318677	Public Works Admin	Uniforms	13.66	UNIFORM CLEANING PARKS 4/21/09
			05/12/09	319665	Public Works Admin	Uniforms	13.66	UNIFORM CLEANING HP PARK 4/21/09
			05/05/09	318678	Public Works Admin	Uniforms	38.33	UNIFORM CLEANING STREETS 5/5/09
					Public Works Admin	Custodial Servi	166.62	CLEAN MATS 5/5/09
					Public Works Admin	Uniforms	47.12	CLEAN UNIFORMS STREETS 5/12/09
					Public Works Admin	Uniforms	13.66	CLEAN UNIFORMS PARKS 5/5/09
					Public Works Admin	Uniforms	13.66	CLEAN UNIFORMS HP PARK 5/5/09
					Public Works Admin	Uniforms	13.66	LAUNDRY HP PARK 5/19/09
					Public Works Admin	Uniforms	13.66	LAUNDRY PARKS DEPT 05/19/09
					Public Works Admin	Uniforms	16.12	LAUNDRY HP PARK 4/28/09
					Public Works Admin	Uniforms	16.12	LAUNDRY PARKS DEPT 4/28/09
					Public Works Admin	Uniforms	47.12	LAUNDRY STREETS DEPT 5/26/09
					Public Works Admin	Uniforms	47.12	LAUNDRY STREETS DEPT 5/19/09
					Public Works Admin	Uniforms	13.66	LAUNDRY HP PARK 5/26/09
					Public Works Admin	Uniforms	13.66	LAUNDRY PARKS DEPT 5/26/09
						Check Totals	523.05	
028521	05/29/09	USPS BUSINESS MAIL ENTRY UN	05/29/09	06.02.09	NON-DEPARTMENTAL	Postage	700.00	POSTAGE BULK RATE MAIL, PERMIT #26
						Check Totals	700.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028522	05/29/09	VINTAGE BUILDERS	05/29/09	29 ALMENDRAL	NON-DEPARTMENTAL	Bus Lic Refund	614.00	BATCH 06 REFUND #14
						Check Totals	614.00	
028523	05/29/09	VISION SERVICE PLAN ATTN: A	04/20/09	002370650001	NON-DEPARTMENTAL	Payroll Benefit	758.10	VISDION BENEFITS MAY 09
						Check Totals	758.10	
028524	05/29/09	MARIANNE WALTERS	05/29/09	23 FAIRVIERW	NON-DEPARTMENTAL	Bus Lic Refund	1,954.80	BATCH 4 REFUND #10
						Check Totals	1,954.80	
028525	05/29/09	THE WELCH TRUST	05/29/09	217 CAMINO A	NON-DEPARTMENTAL	Bus Lic Refund	13,316.77	BATCH 03 REFUND #7
						Check Totals	13,316.77	
028526	05/29/09	WILSEY HAM	05/21/09	6292	Public Works Admin	Other Contract	22,095.87	STREET RECONSTRUCTION FINAL DESIGN SERVI
028526	05/29/09	WILSEY HAM	05/21/09	6295	NON-DEPARTMENTAL	Other Contract	149.00	CONCEPTUAL AND FINAL DESIGN SERVICES FOR
028526	05/29/09	WILSEY HAM	05/21/09	6294	NON-DEPARTMENTAL	Other Contract	821.61	CONCEPTUAL DESIGN SERVICE FOR THE MANDAR
						Check Totals	23,066.48	
028527	05/29/09	WITMER-TYSON IMPORTS, INC.	05/29/09	T7293	Police	K-9 Expenses	834.34	K-9 REX TRAINING MAY 09
						Check Totals	834.34	
028529	05/30/09	ACTION TOWING	05/16/09	248281	Police	Equipment Maint	45.00	TOW CROWN VIC P.D. LIC# 1307371
						Check Totals	45.00	
028530	05/30/09	AFLAC ATTN: REMITTANCE PROC	05/15/09	5755366R	NON-DEPARTMENTAL	Employee Assist	40.00	FLEX SPENDING FEES 5/1-5/31/09
						Check Totals	40.00	
028531	05/30/09	AT&T CALNET 2	05/27/09	646012	Building	Communication	3.67	PRI SVC 752-0600 4/27-5/26/09 PERMIT GEN
			06/01/09	656944	Police	Communication	76.27	PRI SVC 752-0600 4/27-5/26/09 POLICE
					Public Works Admin	Communication	19.57	PRI SVC 752-0600 4/27-5/26/09 HP PARK
					Public Works Admin	Communication	3.89	PRI SVC 752-0600 4/27-5/26/09 P.W.
					NON-DEPARTMENTAL	Communication	7.78	PRI SVC 752-0600 4/27-5/26/09 ADMIN

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028531	05/30/09	AT&T CALNET 2	05/30/09	656941	City Manager	Communication	15.61	327-4866 5/1-5/31/09
			05/27/09	646010	Police	Communication	111.11	324-5396 5/1-5/31/09
			05/27/09	646011	Police	Communication	31.12	330-0686 4/27-5/26/09
						Communication	421.08	566-0280 4/27-5/26/09
						Check Totals	690.10	
028532	05/30/09	CA STATE DISBURSEMENT UNIT	05/30/09	92772/06-05-	NON-DEPARTMENTAL	Payroll Deducti	100.62	CHILD SUPPORT W/H 05/17-05/30/09
			05/30/09	0750106244-0	NON-DEPARTMENTAL	Payroll Deducti	339.80	CHILD SUPPORT W/H 05/17-05/30/09
						Check Totals	440.42	
028533	05/30/09	CALIFORNIA WATER SERVICE	04/30/09	4726166666/0	Public Works Admin	Utilities	70.01	WATER 150 WATKINS 3/26-4/23/09
			05/05/09	9293092658/0	Public Works Admin	Utilities	26.39	WATER FIRE PROTECT 4/1-4/30/09
			05/05/09	0686127445/0	Police	Utilities	28.51	WATER 83 ASHFIELD P.D. 3/5-4/2/09
					Public Works Admin	Utilities	53.90	WATER ALAMEDA/ATHERTON 3/5-4/2/09
					Public Works Admin	Utilities	429.32	WATER STATION LANE 4/3-5/4/09
					Public Works Admin	Utilities	38.81	WATER 99 ASHFIELD 4/3-5/4/09
					Public Works Admin	Utilities	53.90	WATER EL CAMINO REAL 3/5-4/2/09
					Public Works Admin	Utilities	447.11	WATER EL CAMINO REAL 3/5-4/2/09
					NON-DEPARTMENTAL	Utilities	34.95	WATER 2 STATION LANE - LIBRARY 3/5-4/2/09
					Public Works Admin	Utilities	15.62	WATER 91 ASHFIELD 3/5-4/2/09
					NON-DEPARTMENTAL	Utilities	31.73	WATER 94 ASHFIELD 3/5-4/2/09
					Public Works Admin	Utilities	5.65	WATER P.W. STATION LANE 3/5-4/2/09
					Building	Utilities	13.19	WATER PERMIT CENTER 3/5-4/2/09
					Public Works Admin	Utilities	33.77	WATER MAPLE AVE 3/5-4/2/09
						Check Totals	1,282.86	
028534	05/30/09	CSG CONSULTANTS, INC.	02/05/09	8090001	Building	Plan Review	35,269.06	BUILDING PLAN REVIEW 50 VALPARISO AVE 01
028534	05/30/09	CSG CONSULTANTS, INC.	04/02/09	8090050	Building	Plan Review	5,330.02	PLAN REVIEW 150 VALPARISO AVE 03/01-03/3
028534	05/30/09	CSG CONSULTANTS, INC.	05/18/09	015941	Building	Code enforcement	1,759.25	CODE ENFORCEMENT SERVICES 03/28-04/24/09
						Check Totals	42,358.33	
028535	05/30/09	DOUGLAS PRINTERS	05/18/09	8084	NON-DEPARTMENTAL	Office Supplies	513.48	ENVELOPES & WINDOW ENVELOPES
						Check Totals	513.48	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028536	05/30/09	FASTSIGNS	05/04/09	395-20645	NON-DEPARTMENTAL	Office Supplies	220.25	BANNER-BLUE RIBBON TASK FORCE
						Check Totals	220.25	
028537	05/30/09	FIRST CHOICE	05/21/09	205451	NON-DEPARTMENTAL	Office Supplies	60.41	COFFEE ADMIN MAY 09
						Check Totals	60.41	
028538	05/30/09	I.M.P.A.C. GOVERNMENT SERVI	05/22/09	0596/05-09	Police	Training - POST	409.67	DINNER TEAM BUILDING WORKSHOP 4/28/09
					Police	Training - POST	252.85	DINNER TEAM BUILDING WORKSHOP 4/29/09
					Police	Training - POST	285.40	DINNER TEAM BUILDING WORKSHOP 5/1/09
					Police	Office Supplies	84.95	COMPUTER-COPY PAPER P.D.
028538	05/30/09	I.M.P.A.C. GOVERNMENT SERVI	05/22/09	7190/05-09	Finance	Travel & Meetin	169.20	AIRFARE GFOA CONFERENCE 6/29/09 L.HO
028538	05/30/09	I.M.P.A.C. GOVERNMENT SERVI	05/22/09	4970/05-09	City Manager	Office Supplies	179.88	CITY HALL DIRECTORY FOR COUNCIL MEMBERS
028538	05/30/09	I.M.P.A.C. GOVERNMENT SERVI	05/22/09	4960/05-09	City Manager	Training & Safe	326.81	NOTARY CLASS & SUPPLIES 6/4/09
					City Manager	Special Events	54.63	FLOWERS FOR D.HUYNH, NEW BABY
					City Manager	Special Events	54.63	FLOWERS FOR NICOSIA-GET WELL - TREE INCI
					City Manager	Special Events	83.31	FLOWERS FOR m. oSTER & \$50. GIFT CERTIFI
					Finance	Office Supplies	89.85	PRINTER CARTRIDGES FOR LINE PRINTER
028538	05/30/09	I.M.P.A.C. GOVERNMENT SERVI	05/22/09	4832/05-09	City Council	Travel & Meetin	150.40	CITY COUNCIL DINNER FOR MAY 09
028538	05/30/09	I.M.P.A.C. GOVERNMENT SERVI	05/22/09	4324/05-09	City Manager	Travel & Meetin	36.40	BREAKFAST MEETING WITH PETE NELSEN CEO C
					City Manager	Computer Suppli	15.00	CONSTANT CONTACT SOFTWARE
					City Manager	Travel & Meetin	12.09	LUNCH J.GRUBER & G.NIELSEN CA PEACE OFF
					City Manager	Travel & Meetin	233.49	LODGING CA PEACE OFFICER MEMORIAL CONFER
						Check Totals	2,438.56	
028539	05/30/09	LIEBERT CASSIDY WHITMORE IN	03/26/09	03.26.09	City Manager	Training & Safe	28.00	TRAINING FEE WORKSHOP 3/4/09 E. WILKERSON
						Check Totals	28.00	
028540	05/30/09	CHARLES MARSALA	05/19/09	05.19.09	Building	ENVIRONMENTAL P	566.99	FOOD & DRINKS GREEN BLDG AWARDS 5/19/09
						Check Totals	566.99	
028541	05/30/09	STEVE MARSHALL	05/30/09	06.02-03.09	Police	Training - POST	30.31	REIMB MEALS DRIVER TRAINING UPDATE 6/2-6
					Police	Gas & Oil	88.00	REIMB MILEAGE DRIVER TRAINING UPDATE 6/2

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028542	05/30/09	MBIA MISC GENERAL POST OFFI	05/15/09	11647A	Finance	Other Contract	149.86	INVESTMENT ADVISORY SERVICE 04/041-04/30
						Check Totals	118.31	
028543	05/30/09	PUBLIC EMPLOYEES RETIREMENT	05/30/09	06.05.09	NON-DEPARTMENTAL	Payroll Deducti	4,684.53	PERS W/H 05/17-05/30/09
					NON-DEPARTMENTAL	Payroll Benefit	47,462.24	PERS 05/17-05/30/09
						Check Totals	149.86	
028544	05/30/09	PG & E	04/27/09	9166302556-6	NON-DEPARTMENTAL	Utilities	481.86	ELECTRIC-LIBRARY 3/26-4/24/09
			04/27/09	7457969332-1	NON-DEPARTMENTAL	Utilities	299.83	ELECTRIC-TOWN HALL 3/26-5/1/09
			04/27/09	9291302548-9	Building	Utilities	38.11	ELECTRIC-PERMIT CENTER 3/26-5/1/09
			04/24/09	3457969588-2	Public Works Admin	Utilities	114.31	ELECTRIC-PUBLIC WORKS 3/26-5/1/09
			04/27/09	9531312943-9	Police	Utilities	1,679.97	ELECTRIC-83 ASHFIELD P.D. 3/26-4/24/09
			05/01/09	5678831191-0	Public Works Admin	Utilities	307.33	ELECTRIC-150 WATKINS ACTIVITY BLDG 3/26-5/1/09
					Public Works Admin	Utilities	384.55	ELECTRIC 150 WATKINS MODULAR BLDG 3/26-5/1/09
					Public Works Admin	Utilities	221.77	ELECTRIC-PUMP 150 WATKINS 3/26-5/1/09
					Public Works Admin	Utilities	39.52	SIGNAL-MIDDLEFIELD & OAK GROVE 3/26-5/1/09
					Public Works Admin	Utilities	60.17	SIGNAL E/S MIDDLEFIELD 3/26-5/1/09
					Public Works Admin	Utilities	23.18	SIGNAL MARSH/MIDDLEFIELD 3/26-5/1/09
					Public Works Admin	Utilities	70.38	ELECTRIC-99 STATION LANE 3/26-4/24/09
					Public Works Admin	Utilities	3,893.49	STREET LIGHTS 3/26-5/1/09
					Public Works Admin	Utilities	39.58	SIGNAL EL CAMINO/ATHERTON 3/26-4/24/09
					Public Works Admin	Utilities	130.35	93 DINKELSPIEL STATION LANE 3/26-4/24/09
028544	05/30/09	PG & E	05/26/09	9166302556-6	NON-DEPARTMENTAL	Utilities	657.09	ELECTRIC-LIBRARY 4/25-5/06/09
			05/26/09	7457969332-1	Police	Utilities	2,389.39	ELECTRIC-P.D. 83 ASHFIELD 4/25-5/26/09
			05/26/09	9291302548-9	Public Works Admin	Utilities	104.97	ELECTRIC-99 STATION LANE 4/25-5/26/09
			05/26/09	3457969588-2	Public Works Admin	Communication	45.40	SIGNAL EL CAMINO.ATHERTON 4/25-5/26/09
			05/26/09	9531312943-9	Public Works Admin	Communication	176.93	93 DINKELSPIEL STATION LANE 4/25-5/26/09
						Check Totals	11,158.18	
028545	05/30/09	PURCHASE POWER	05/03/09	800090000276	NON-DEPARTMENTAL	Postage	778.79	POSTAGE APRIL 09
						Check Totals	778.79	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028546	05/30/09	RECALL SECURE DESTRUCTION S	05/23/09	2303084163	Police	Other Supplies	85.16	SHRED DOCUMENTS P.D. MAY 09
						Check Totals	85.16	
028547	05/30/09	CITY OF REDWOOD CITY INFORM	05/30/09	BR23197	NON-DEPARTMENTAL	Other Contract	2,800.63	I.T. SERVICES MAY 09
						Check Totals	2,800.63	
028548	05/30/09	CITY OF REDWOOD CITY FINANC	05/30/09	BR23124	Police	Equipment Maint	4,042.15	VEHICLE REPAIR/MAINT 04/16-05/15/09
						Check Totals	4,042.15	
028549	05/30/09	SACRED HEART SCHOOLS	05/30/09	150 VALPARAI	NON-DEPARTMENTAL	Bus Lic Refund	180.00	BATCH 7 REFUND #10
					NON-DEPARTMENTAL	Bus Lic Refund	56,491.20	BATCH 7 REFUND #10
						Check Totals	56,671.20	
028550	05/30/09	SIDEMARK	05/26/09	54524	Police	Other Supplies	4,881.09	1 EA 37 PCS OF FURNITURE FOR POLICE TRAI
					Police	Other Supplies	1,642.29	1 EA LABOR INSTALLATION
						Check Totals	6,523.38	
028551	05/30/09	TEAMSTERS UNION LOCAL 856	05/30/09	06.05.09	NON-DEPARTMENTAL	Payroll Deducti	401.55	DUES W/H 5/17-5/30/09
						Check Totals	401.55	
028552	05/30/09	TRACKDOWN MANAGEMENT SERVIC	05/05/09	2009-29	City Manager	Subscriptions	100.00	POSSE SUBSCRIPTION/ 1 YEAR 2009 CITY MAN
						Check Totals	100.00	
028553	05/30/09	TURBO DATA SYSTEMS INC.	05/30/09	15539	Police	CITATION PROCES	50.60	CITATION PROCESSING 4/1-4/30/09
						Check Totals	50.60	
028554	05/30/09	VERIZON WIRELESS	04/21/09	07555970409	City Manager	Communication	50.41	MODEM-J. GRUBER 3/22-4/21/09
					Building	Communication	137.96	CELL PHONE-BLDG DEPT 3/22-4/21/09
					Police	Communication	565.94	CELL PHONE POLICE 3/22-4/21/09
					Public Works Admin	Communication	175.73	CELL PHONE-P.W. 3/22-4/21/09
					Public Works Admin	Communication	176.79	CELL PHONE P.W. STREETS 3/22-4/21/09

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
		Public Works Admin			Public Works Admin	Communication	42.95	CELL PHONE P.W. GROUND 3/22-4/21/09
		Public Works Admin			Public Works Admin	Communication	91.93	CELL PHONE HP PARK 3/22-4/21/09
					Check Totals		<u>1,241.71</u>	
028555	05/30/09	VISION SERVICE PLAN ATTN: A	05/20/09	002370650001	NON-DEPARTMENTAL	Payroll Benefit	732.08	VISION PREMIUMS JUNE 09
					Check Totals		<u>732.08</u>	
					Grand Totals		<u>897,433.45</u>	



Item 10

Report to Follow



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME D. GRUBER, CITY MANAGER

DATE: FOR THE MEETING OF JUNE 17, 2009

**SUBJECT: UPDATE OF THE TOWN'S CONFLICT OF INTEREST CODE AND
ADOPTION OF RESOLUTION APPROVING APPENDIX "A"
DESIGNATING POSITIONS IN THE CONFLICT OF INTEREST
CODE**

RECOMMENDATION

Adopt the attached Resolution No. 09-18 approving Appendix "A" dated June 2009, which updated the designated positions disclosure categories in the Conflict of Interest Code

BACKGROUND

The Political Reform Act of 1974, approved by the voters, requires state and local government agencies to adopt a Conflict of Interest Code. The Town has adopted a Conflict of Interest Code which references the terms of 2 California Code of Regulations §18730, as may from time to time be amended by the Fair Political Practices Commission.

A Conflict of Interest Code lists each position within the Town that makes or participates in the making of governmental decisions. Individuals employed in these positions are called "designated employees." In addition, certain consultants to the Town qualify as code filers because they make or participate in making governmental decisions on behalf of the Town.

The City Council is the code reviewing body for the Town. Every two years, the code reviewing body must review the code and make any revisions that may be required. Usually, these revisions result from creation of new positions in the Town or significant change in the duties of existing positions. The City Manager and City Attorney have reviewed the list of designated employees and made necessary updates to the designated positions in Appendix "A". These updates include the addition of Assistant City Attorney, Assistant City Manager, City Attorney, Executive Assistant/Deputy City Clerk and Assistant Engineer and removal of Assistant Finance

Director, Assistant to the City Manager, and City Clerk. Threshold amounts in the disclosure categories have been revised to reflect current requirements.

Attached are a resolution and an Appendix "A" dated June 2009 that accurately reflect positions that may make or participate in making governmental decisions for the Town.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Resolution No. 09-18
Appendix "A"

RESOLUTION 09-18

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
AMENDING THE CONFLICT OF INTEREST CODE FOR DESIGNATED
EMPLOYEES BY APPROVING APPENDIX "A" DATED JUNE 2009
OF CERTAIN DESIGNATED EMPLOYEES AND DISCLOSURE CATEGORIES
IN THE CONFLICT OF INTEREST CODE**

WHEREAS, The Political Reform Act of 1974, amended (Government Code Section 81000, et seq.), requires state and local government agencies to adopt and promulgate a Conflict of Interest Code;

WHEREAS, Council amended adopting this Council approved a Conflict of Interest Code adopted by Resolution 91-6 on June 19, 1991, and amended by adopting Resolution No. 02-23 on July 17, 2002 and again by Resolution No. 04-16 on July 21, 2004, which adopted by reference the terms of 2 Cal. Code of Regulations 18730, as may, from time to time be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act, and by also approving as an APPENDIX "A" thereto, disclosure categories for certain designated positions with the Town of Atherton;

WHEREAS, the APPENDIX "A" containing the disclosure categories warrants updating to reflect current personnel status; and

WHEREAS, This Council, has determined that the attached APPENDIX "A" accurately sets forth those positions which should be designated and the categories of financial interests which should be made reportable for each position.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Atherton that the APPENDIX "A" dated June 2009, attached hereto and by reference made a part of the Conflict of Interest Code of the Town of Atherton, is hereby approved.

All former resolutions or parts thereof conflicting or inconsistent with the provisions of this resolution are superseded and repealed.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of June, 2009 by the following vote:

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

Jerry Carlson, Mayor
Town of Atherton

ATTEST:

Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne Furth, City Attorney

APPENDIX "A"

TOWN OF ATHERTON
CONFLICT OF INTEREST CODE

LIST OF DESIGNATED POSITIONS

Date: June 2009

<u>JOB TITLE</u>	<u>DISCLOSURE CATEGORY</u>
Accountant	1
Assistant City Attorney	1
Assistant City Manager	1
Building Official/Planning Administrator	1
Chief of Police	1
Deputy Town Planner	1
Executive Assistant/Deputy City Clerk	1
Consultants*	1*
City Attorney	1
Finance Assistant	1
Park Program Manager	1
Police Lieutenant	1
Public Works Director/City Engineer	1
Associate Engineer	1
Assistant Engineer	1
Public Works Superintendent	1
Public Works Supervisors (2)	1
Town Arborist/Public Works Specialist	1
Town Planner	1

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in

scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

APPENDIX "A"

DISCLOSURE CATEGORY 1

SPECIFICATION SHEET

REPORTABLE INVESTMENTS, INTEREST IN REAL PROPERTY, AND INCOME

CONFLICT OF INTEREST CODE TOWN OF ATHERTON

- * Investments (partnerships, common stock, etc.)
- Worth \$2,000 or more in business entities located in or doing business in the Town.
- * Interests in Real Property
-Worth \$2,000 or more located in the Town.
- * Interests in Real Property and Investments Held by Business Entities or Trusts
- * Income (Other than Loans, Gifts and Honoraria) Received During the Reporting Period
-Aggregating \$500 or more received from a source located in or doing business in the Town.
- * Loans (Received or Outstanding During the Reporting Period)
-Aggregating \$500 or more from a source located in or doing business in the Town.
- * Gifts (Received During the Reporting Period)
-Must disclose \$50 or more received from any source located inside or outside the Town. May not exceed \$420 from any single source.
- * Honoraria
-Received from any source located inside or outside the Town – generally prohibited, and if not, may be reportable as income or gift depending on the circumstances.
- * Business Positions
-Held in a business entity located in or doing business in the Town.
- * Commission Income (Gross payments received as a result of services rendered as a broker, agent, or salesperson).

* Income and Loans to Business Entities or Trusts.

* Income from Rental Property.

FOOTNOTE: Refer for more detailed information to Definitions and Explanations in the Manual issued by the California Fair Political Practices Commission.



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 JUNE 17, 2009

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND
AUTHORIZATION TO ADVERTISE THE WATER TOWER
LAWN PROJECT NUMBER 08-026**

RECOMMENDATION:

Approve the plans and specifications and authorize advertisement for bids for the Water Tower Lawn Project, Project No. 08-026.

INTRODUCTION:

The Atherton Dames funding program includes funds for constructing the Water Tower Lawn project. The need for the project resulted from the Landscape Master Plan.

ANALYSIS:

The Landscape Master Plan for Holbrook-Palmer Park includes a lawn between the Pavilion and the Water Tower. The Atherton Dames funded the landscape design of the project using funding collected for improvement to the Water Tower environs. Kikuchi and Associates, the park's landscape architect, was retained to design the project. The final conceptual design was presented to the Park and Recreation Commission at their February 4, 2009 meeting, where it was recommended for approval. The City Council approved the final conceptual plan at the February 2009 meeting.

The project consists of removal of conflicting vegetation, moving some trees and removing others, installing irrigation and drainage, and planting a new lawn. The project will create a continuous lawn from the Pavilion to the Water Tower. The existing asphalt pathway adjacent to the Water Tower will remain, to be realigned in a future project.

The Water Tower Lawn project is budgeted for construction in FY 2008-09. Kikuchi and Associates prepared the design for the project. The Water Tower Lawn Project plans and specifications are ready to be advertised for construction.

FISCAL IMPACT:

Atherton Dames funds in the amount of \$75,000 and Parcel Tax funds in the amount of \$25,000 are budgeted for this project in FY 2009-10. The Architect's Estimate for the Water Tower Lawn Project is \$96,273. The project is scheduled to receive bids in July and award the contract at the July City Council meeting.

Additional fiscal impact of this project will be increased maintenance (mowing, trimming, irrigation, fertilization and weed control) of the completed lawn area. The mowing, trimming and irrigation (including repairs) will need to be accommodated by park staff because the landscape contractor for the park has been cut due to budget constraints. In the future, hopefully, a landscape contractor will be brought back and this additional lawn area added to their contract. The landscape contract will be rebid, so the potential cost increase is not known at this time.

Fertilization and weed control will be added to the Pest Control contract, currently with Clark Pest Control, at a cost of approximately \$83 per month (\$1000 per year). Clark is paid per visit per hour, so the exact cost to include this lawn in subsequent visits was estimated at 10% of their current expenditure rate, based on the relative size of this lawn.

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
CITY MANAGER, JERRY GRUBER

FROM: NEAL J. MARTIN, TOWN PLANNER

DATE: FOR THE MEETING OF JUNE 17, 2009

SUBJECT: APPROVAL OF FINAL PARCEL MAP FOR 50
VALPARAISO AND 1000 EL CAMINO REAL (MENLO
SCHOOL AND MENLO COLLEGE)

RECOMMENDATION:

That the City Council determine that the Parcel Map is in conformity with the approved Tentative Parcel Map, the requirements of Title 16 (Subdivisions) of the Atherton Municipal Code and the California Subdivision Map Act and approve the Parcel Map.

BACKGROUND:

On January 21, 2009 the City Council approved a Tentative Parcel Map providing for the division of a portion of the existing property owned by Menlo School & Menlo College¹ into four new lots. The existing property contains 26 lots of varying sizes. The proposed division would result in the elimination of all of the existing lots and creation of the lots listed below:

¹ The entire site contains approximately 58.7 acres. Menlo School and Menlo College are each operated as a separate entity but they share several facilities. The land and real property are owned by an entity called "Menlo School and Menlo College, a California Nonprofit Public Benefit Corporation" governed by a Board of Trustees composed of representatives from both the school and college. This corporation is also known as the "Supporting Charity".

Parcel Number	Area (acres)	Proposed Owner
One	16.4	Menlo School
Two	0.7	Menlo College
Three	21.0	Menlo College
Four	5.6	Supporting Charity
Total	43.7	

The proposed Tentative Parcel Map does not include Cartan Field, the 15 acre parcel located on the northwest side of Alejandra Avenue. This is an existing, separate parcel owned by the Supporting Charity. It will continue to be owned by the Supporting Charity and use will be shared between the two schools.

The applicant has subsequently had the property surveyed and a Parcel Map has been prepared in compliance with the approval and conditions of approval.

ANALYSIS:

The Atherton Municipal Code and the California Subdivision Map Act provide that the subdivider shall submit the Parcel Map to the Town, comply with all conditions of approval, and cause the Parcel Map to be recorded within twenty four months of the original conditional approval.

Town Staff has reviewed the Parcel Map and makes the findings and recommendations listed below.

1. **City Engineer/Land Surveyor²** - The Parcel Map has been prepared in accordance with the provisions of the California Subdivision Map Act and the Atherton Municipal Code. The Parcel Map is in conformance with the Tentative Parcel Map as conditionally approved, and in compliance with the provisions of the California Subdivision Map Act and the Title 16 (Subdivisions) of the Atherton Municipal Code. A separate easement document (the **“Reciprocal Easement Agreement”**) has been prepared, referenced on the Parcel Map and will be signed by all relevant parties prior to recordation of the Parcel Map conveying private cross-easements to the several property owners. An agreement between the Town of Atherton and the three property owners guaranteeing the modification of Florence Moore Hall within 5 years has been prepared (the **“Agreement with Menlo School, Menlo College and Menlo School and Menlo College for Building Modification”**; herein cited as the **“FloMo Modification Agreement”**) for consideration by the City Council and if approved will be recorded. This agreement satisfies condition number 6 of the Tentative Parcel

² Cyrus Kianpour of CSG Consultants, Inc. has been appointed Acting City Surveyor by the City Manager for the purpose of reviewing this application because Duncan Jones is not licensed to sign subdivision and parcels maps in the State of California.

Map approval. There are no offers of dedication for the City Council to act upon as part of this Parcel Map.

2. **Town Planner** - The Zoning Ordinance has been amended to provide for 10' side and rear yard setbacks for PFS district properties where a public or private school is located adjacent to another public or private school in accordance with condition number 4. In addition, the applicant has applied to the Town to amend its General Plan and rezone Parcel 2 from PFS to R-1A Zoning District and an approximate 1 acre portion of the Menlo School parking lot on Valparaiso Avenue from R-1A to PFS Zoning District in accordance with condition number 32. The conditions relating to building construction, landscaping and other improvements will be enforced as part of the Conditional Use Permit and Building Permit process.
3. **City Attorney** – The FloMo Modification Agreement was originally prepared by the City Attorney’s office and subsequent changes have been reviewed by this office. It is recommended that the City Council approve the agreement as prepared.

FISCAL IMPACT:

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

FORMAL MOTION:

I move that the City Council approve the “Agreement with Menlo School, Menlo College and Menlo School and Menlo College for Building Modification” and authorize the City Manager to execute the agreement.

I further move that the City Council determine that the Parcel Map is in conformity with the approved Tentative Parcel Map, the requirements of Title 16 (Subdivisions) of the Atherton Municipal Code and the California Subdivision Map Act and approve the Parcel Map.

Prepared By:

/s/ Neal Martin

Neal Martin
Town Planner

Approved by:

/s/ Jerome D. Gruber

Jerome D. Gruber
City Manager

Attachments:

1. Parcel Map of Menlo School and Menlo College
2. Tentative Parcel Map Certificate
3. Letter from Cyrus Kianpour, Acting City Surveyor, CSG Consultants re: Approval of Final Parcel Map at 50 Valparaiso Avenue, Atherton, June 8, 2009
4. "Reciprocal Easement Agreement", including Exhibits A - E
5. "Agreement with Menlo School, Menlo College and Menlo School and Menlo College for Building Modification", including Exhibits A and B
6. Plans and Cost Estimate for Florence Moore Hall Modification

OWNERS' STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE MAP SAID EASEMENT TO BE KEPT OPEN AND FREE FROM ALL BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWN FENCES AND ALL LAWN UNSUPPORTED ROOF OVERHANGS.

AND SAID OWNERS HEREBY CONSENT TO THE REOPENING OF SEPARATE INSTRUMENT DOCUMENT NO. _____ DESIGNATED AS A RECREATIONAL EASEMENT AGREEMENT FOR THE MUTUAL BENEFIT OF EACH PARCEL ESTABLISHING THE RIGHT TO ENTER ON SAID PARCELS FOR THE PURPOSE OF MAINTAINING, RECONSTRUCTING OR REPAIRING SAID UTILITIES AND ESTABLISHING THE RIGHT TO ACCESS THE SEPARATION LINE.

AS OWNERS:
MENLO SCHOOL AND MENLO COLLEGE

BY: _____
TITLE: _____

BY: _____
TITLE: _____

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

ON _____, _____, BEFORE ME, _____

PERSONALLY APPEARED _____ WHO PRODUCED _____ ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHO EXECUTED SAID INSTRUMENT AND WHOSE SIGNATURE(S) IS/ARE IDENTICAL TO THE SIGNATURE(S) OF THE PERSON(S) WHO EXECUTED SAID INSTRUMENT TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

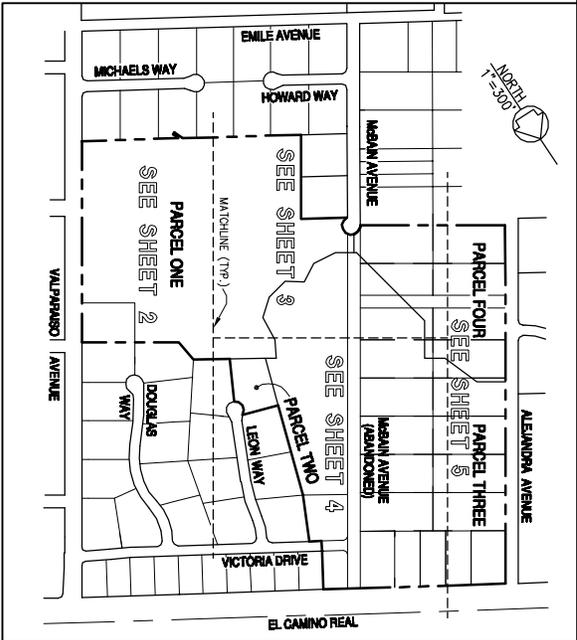
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NOTARY'S SIGNATURE _____
PRINTED NOTARY'S NAME _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
EXPIRATION OF NOTARY'S COMMISSION _____

COMMISSION# _____



KEY MAP

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY AND THE RECORDS OF THE COUNTY OF SAN MATEO, CALIFORNIA, AND THE LOCAL ORDINANCE AT THE REQUEST OF MENLO SCHOOL AND MENLO COLLEGE IN DECEMBER, 2008. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY COMPLIES TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THE FIELD TO CORRESPOND TO THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.

DATE: _____
LAURA J. CABRAL
L.L.S. NO. 7756
L.L.S. EXPIRES 12-31-09

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE TOWN COUNCIL OF THE TOWN OF ATHERTON AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, DULY APPROVED THE HEREIN PARCEL MAP, SUBJECT TO THE PROPOSED IMPROVEMENTS AS DEPICTED ON THE APPROVED TENTATIVE MAP, AND ACCEPTED ALL EASEMENTS OFFERED FOR DEDICATION TO PUBLIC USE IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION.

DATE: _____
HERESA DELLOSANTO, DEPUTY CITY CLERK
TOWN OF ATHERTON, CALIFORNIA

ACTING CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN PARCEL MAP, THAT THE SUBDIVISION AS SHOWN HEREON SUBSTANTIALLY COMPLIES TO THE APPROVED TENTATIVE MAP, AND THAT THE APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE WITHIN PARCEL MAP IS TECHNICALLY CORRECT.

DATE: _____
CORIN WANGOR R/S JFIS
TOWN OF ATHERTON, CALIFORNIA
LICENSE EXPIRES 12-31-09



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT _____ M IN BOOK _____ OF MAPS AT PAGE _____ AT THE REQUEST OF SANDS ENGINEERING.

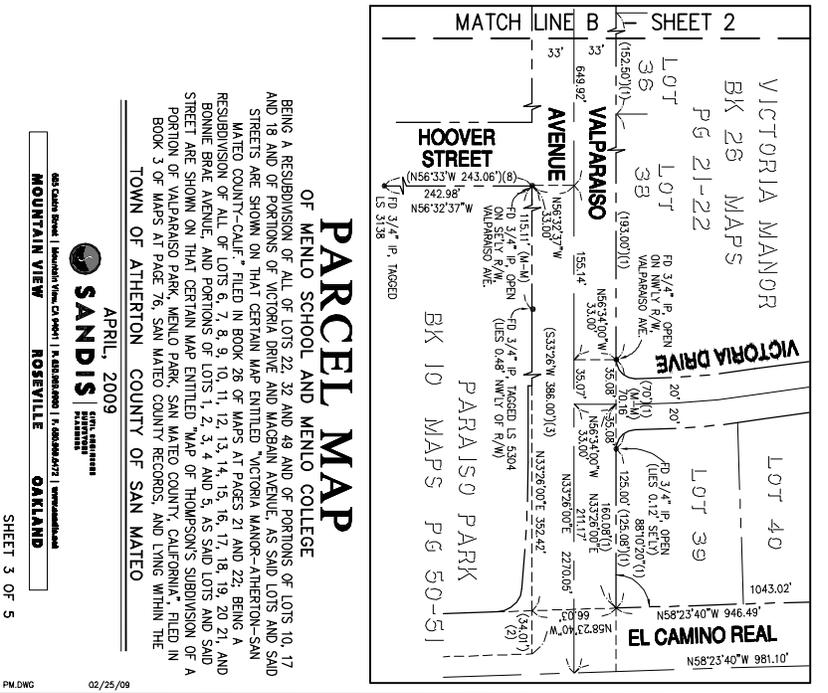
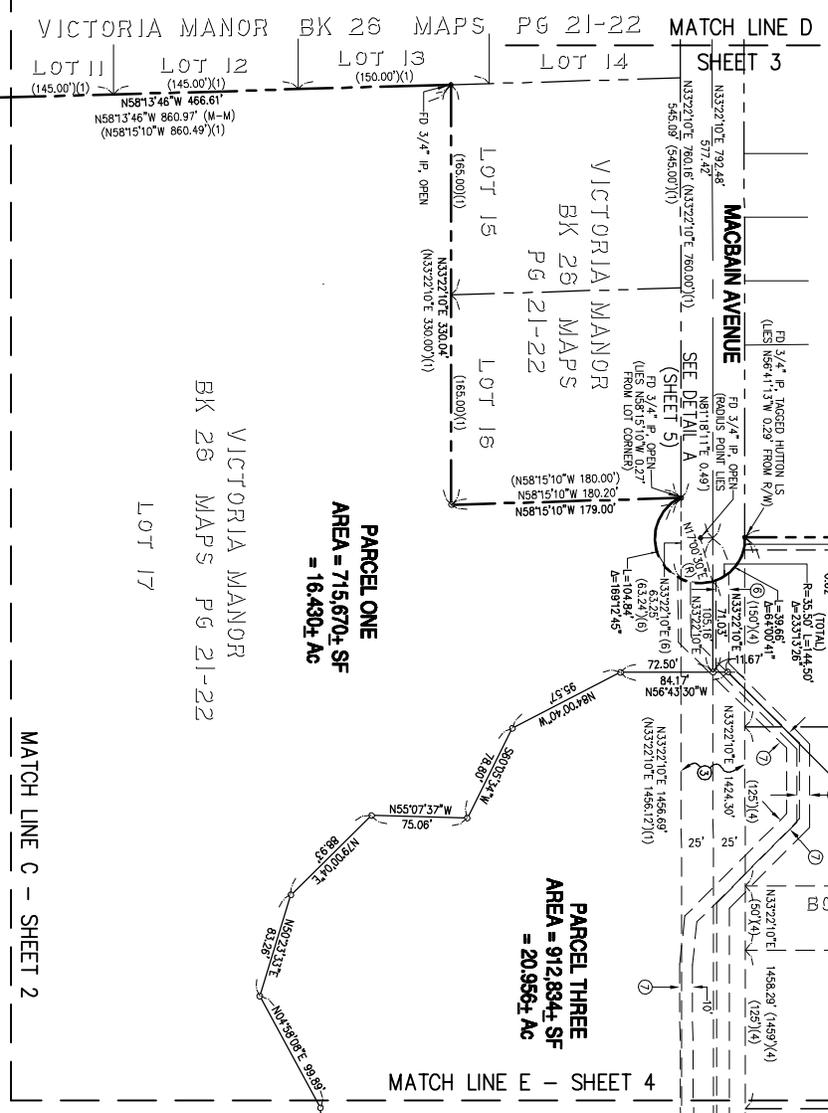
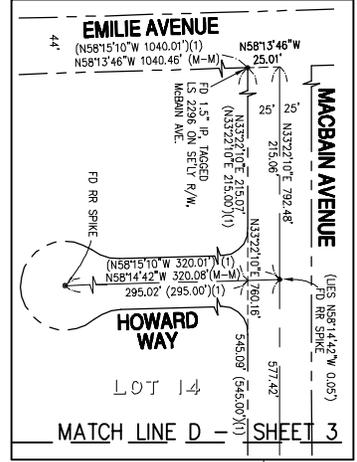
FILE NO. _____ FEE _____

WARREN SLOCUM, COUNTY RECORDER
SANTA MATEO COUNTY, CALIFORNIA
BY: _____ DEPUTY

PARCEL MAP

OF MENLO SCHOOL AND MENLO COLLEGE
BEING A RESUBDIVISION OF ALL OF LOTS 22, 32, AND 49 AND OF PORTIONS OF LOTS 10, 17 AND 18 AND OF PORTIONS OF VICTORIA DRIVE AND MADAM AVENUE. AS SAID LOTS AND SAID STREETS ARE SHOWN ON THAT CERTAIN MAP ENTITLED "VICTORIA MANOR-ATHERTON-SAN MATEO COUNTY-CALIF." FILED IN BOOK 26 OF MAPS AT PAGES 21 AND 22; BEING A RESUBDIVISION OF ALL OF LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND BONNE BRAE AVENUE, AND PORTIONS OF LOTS 1, 2, 3, 4 AND 5, AS SAID LOTS AND SAID STREET ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THOMPSON'S SUBDIVISION OF A PORTION OF VALPARASO PARK, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA," FILED IN BOOK 3 OF MAPS AT PAGE 76, SAN MATEO COUNTY RECORDS, AND LYING WITHIN THE TOWN OF ATHERTON, COUNTY OF SAN MATEO

APRIL, 2009
SANDIS ENGINEERING
465 Castro Street | Menlo Park, CA 94025 | P: 650.325.8800 | F: 650.325.8822 | www.sandis.com
MOUNTAIN VIEW ROSEVILLE OAKLAND



NOTES AND LEGEND

ALL DISTANCES AND DIMENSIONS ARE OF FEET AND DECIMALS THEREOF.

- SUBDIVISION DISTINGUISHING BOUNDARY
- PARCEL LINE WITHIN SUBDIVISION
- OTHER PROPERTY LINE
- VACATED STREET
- REFERENCE LOT LINE
- MONUMENT LINE OR CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- RADIAL/IE OR TOWN LIMIT LINE
- ABANDONED STREET CENTERLINE
- FOUND MONUMENT AS DESCRIBED
- SET 3/4" P. TAGGED LS 7798
- DENOTES RECORD EASEMENT
- DENOTES RECORD DATA
- MONUMENT TO MONUMENT

SCALE: 1 inch = 60 FEET

NORTH

PARCEL MAP

OF MENLO SCHOOL AND MENLO COLLEGE

BEING A RESUBDIVISION OF ALL OF LOTS 22, 32, AND 49 AND OF PORTIONS OF LOTS 10, 17 AND 18 AND OF PORTIONS OF VICTORIA DRIVE AND MACBAIN AVENUE, AS SAID LOTS AND SAID STREETS ARE SHOWN ON THAT CERTAIN MAP ENTITLED "VICTORIA MANOR-ATHERTON-SAN MATEO COUNTY-CALIF." FILED IN BOOK 26 OF MAPS AT PAGES 21 AND 22; BEING A RESUBDIVISION OF ALL OF LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND BONNIE BRAE AVENUE, AND PORTIONS OF LOTS 1, 2, 3, 4 AND 5, AS SAID LOTS AND SAID STREET ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THOMPSON'S SUBDIVISION OF A PORTION OF VALPARAISO PARK, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA," FILED IN BOOK 3 OF MAPS AT PAGE 76, SAN MATEO COUNTY RECORDS, AND LYING WITHIN THE TOWN OF ATHERTON, COUNTY OF SAN MATEO

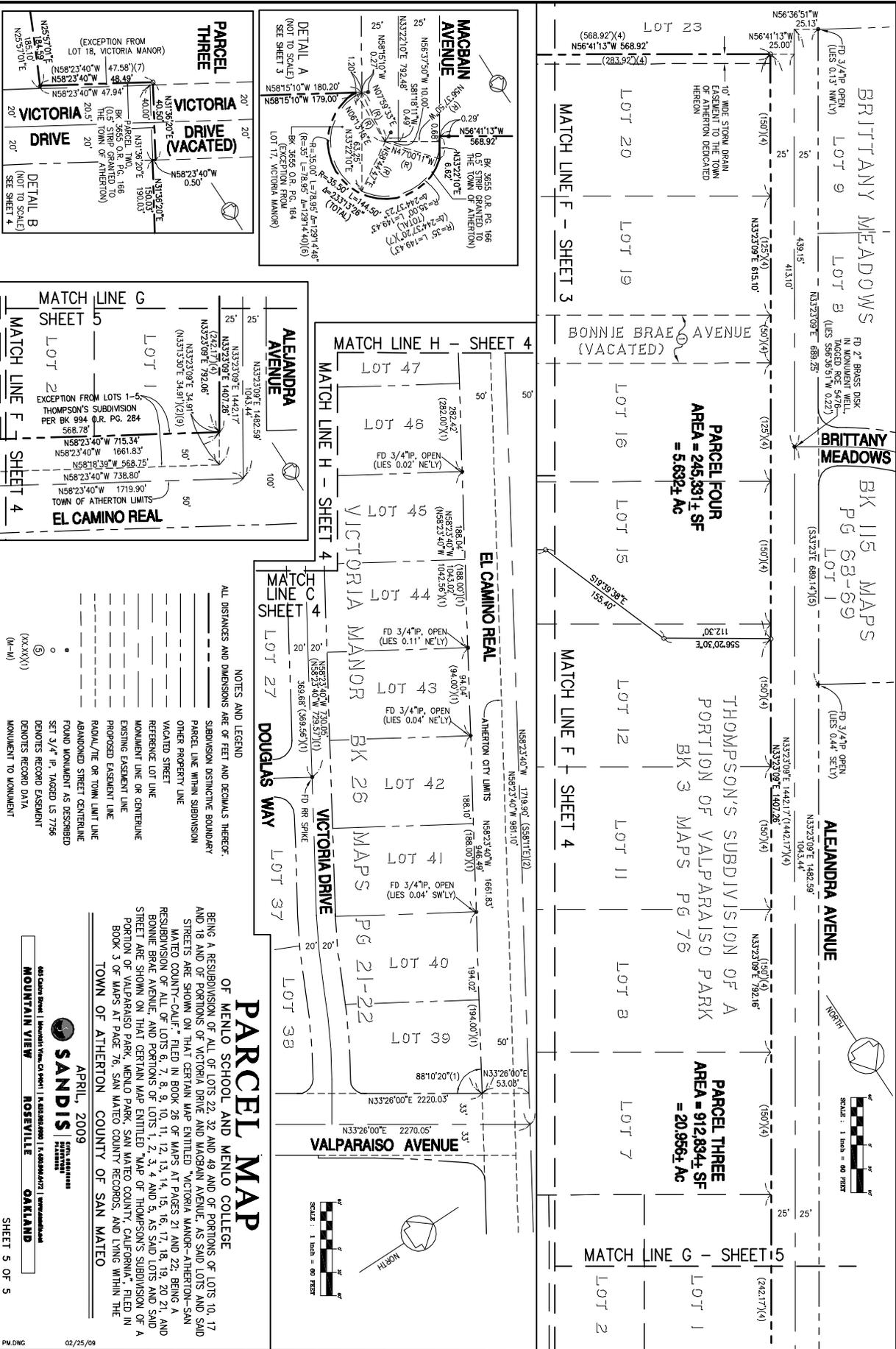
APRIL, 2009

SANDIS ENGINEERING & ARCHITECTURE

465 Golden Gate | Menlo Park, CA 94025 | P. 650.326.4022 | U. 650.326.4022

MOUNTAIN VIEW ROSEVILLE OAKLAND

SHEET 3 OF 5



**TOWN OF ATHERTON
CITY COUNCIL APPROVED
TENTATIVE PARCEL MAP CERTIFICATE**

THIS IS TO CERTIFY THAT the Atherton City Council at a regular meeting thereof, held on Wednesday, January 21, 2009, did approve a Tentative Parcel Map for Menlo School and Menlo College pursuant to Atherton Municipal Code Chapter 16.16 to permit the division of 43.7± acres of land into four parcels at 50 Valparaiso Avenue and 1000 El Camino Real (Assessor's Parcel Number 070-360-070). The Tentative Parcel Map was approved subject to the following conditions:

1. Conditional approval shall be for that certain "Tentative Parcel Map, A Four Lot Subdivision, Menlo School/Menlo College, California" consisting of 7 sheets, prepared by Sandis, Civil Engineers, Surveyors and Planners, dated October 1, 2008.
2. After approval or conditional approval of the Tentative Parcel Map, the subdivider shall cause the subdivision to be surveyed and shall cause to be prepared a Parcel Map in conformance with the Tentative Parcel Map as approved or conditionally approved, and in conformance with the California Subdivision Map Act and Title 16 of the Atherton Municipal Code. The subdivider shall submit the Parcel Map, comply with all conditions of approval, and the Parcel Map shall have been recorded within 24 months of the Tentative Parcel Map approval or conditional approval.
3. Upon written application of the subdivider filed prior to the expiration of the approved or conditionally approved Tentative Parcel Map, the time at which the map expires may be extended by the City Council for a period or periods not exceeding a total of 36 additional months.
4. The Parcel Map shall not be recorded until the Zoning Ordinance amendment providing for 10' side and rear yard setbacks for PFS district properties where a public or private school is located adjacent to another public or private school becomes effective.
5. The expiration of the approved or conditionally approved Tentative Parcel Map shall terminate all proceedings and no Parcel Map of all or any portion of the real property included in the Tentative Parcel Map shall be filed without first processing a new tentative map.
6. Where existing buildings may become nonconforming due to current Building Code provisions as a result of the new lot lines created by the division, the buildings shall be modified to comply with the Building Code prior to recordation of the Parcel Map. As an alternative, the subdivider may enter into an agreement with the Town of Atherton, guaranteed by a bond in an amount satisfactory to the Building Official, which provides for the modifications to comply with the Building Code within one year of the date of recordation of the Parcel Map. Notwithstanding the foregoing, in the event that it is determined that Florence Moore Auditorium will not conform, the subdivider shall not be required to implement any remedy until either (i) the subdivider obtains a building permit for

the construction of the Performing Arts Center, or (ii) five years from the date of the Parcel Map, whichever is earlier, provided that the nonconformity continues at that time.

7. The Developer shall pay for and construct all improvements to private land and implement any conditions or mitigation measures applicable to private land.
8. The Developer shall be responsible for the cost of all City Reviews and inspections required for all improvements associated with the Development.
9. The Developer shall provide proof of payment to outside utility providers for all required service fees.
10. The Developer shall submit site specific geotechnical soil and foundation studies, reports, and recommendations in regard to underlying soils, future subsidence, consolidation, liquefaction, seismic safety, water table, and perimeter lands, foundations of structures, and pavement structural sections. All Improvements shall reflect the recommendations contained within the reports. The reports shall be filed with the City Engineer, in conjunction with the Improvement Plans. The Developer shall submit supplemental soils reports, as determined necessary by the City Engineer or project soils engineer to clarify localized soil conditions and requirements for each phase of construction. The soils engineer will review all fieldwork including, but not limited to, excavation, shoring, trenching, roadway sub-grade preparation and compaction, roadway finished subbase/base placement and compaction, and trenching.
11. Landscape improvements shall be done in accordance with the latest Arborist reports and recommendations, prepared by Barrie D. Coate and Associates, on file at the Town of Atherton.
12. Design and location of fire access routes and fire protection appurtenances shall be coordinated with, and approved by, the Menlo Park Fire Protection District, Fire Prevention Bureau, 300 Middlefield Rd, Menlo Park, CA 94025 (650-688-8425) prior to the issuance of a building permit and recordation of a final map/parcel map.
13. Water service design shall be coordinated with the California Water Service Company, 3351 El Camino Real, Suite 190, Atherton, CA 94027-3844 (650-367-7605) prior to the issuance of a building permit and recordation of a final map/parcel map.
14. Sanitary Sewer design shall be coordinated with, and approved by, West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA, 94025 (650-321-0384) prior to the issuance of a building permit and recordation of a final map/parcel map.
15. Utility clearances between utility mains, sewers, structures or other objects shall be to the satisfaction of the City Engineer. A minimum of one foot vertical and 10 feet horizontal shall be maintained between sewer and water lines, unless otherwise specifically approved in writing by the West Bay Sanitary District and the California Water Service Company.
16. The Developer shall provide, as part of their on-site Improvement Plans submittal, detailed structural calculations and design details for retaining walls, sound walls, or other site walls which may be constructed as part of the Project. Walls shall incorporate drainage features to ensure proper drainage of the site. The structural

and drainage design shall be to the satisfaction of the City Engineer and Building Official.

17. Storm drainage system shall be designed in accordance with the Town of Atherton's "Drainage Criteria" available at: <http://www.ci.atherton.ca.us/publicworks.html>.
18. Prior to the approval of any Improvement Plans, Developer shall provide the City Engineer and Director of Planning a post-construction plan incorporating Best Management Practices (BMPs) into the storm drainage system.
19. As part of the Improvement Plans, Developer shall prepare and submit a grading plan with appropriate erosion control measures. These temporary control structures shall remain in place throughout construction activities. A maintenance plan shall be submitted to the City Engineer indicating that the contractor shall be responsible for maintaining the erosion control plan for the duration of the project. This shall include dust control and BMPs to the satisfaction of the Town of Atherton, and shall meet all Regional Water Quality Control Board (RWQCB) requirements.
20. Prior to the issuance of a grading permit, the applicant shall obtain from the California State Water Resources Control Board a General Construction Activity Storm Water Permit under the National Pollutant Discharge Elimination System (NPDES) and comply with all requirements of the permit to minimize pollution of storm water discharges during construction activities. The permit shall include any work by public and/or private utilities performing work on behalf of the applicant.
21. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the Town of Atherton and the RWQCB prior to the approval of the improvement plans, and subsequent to the approval and issuance of grading and building permit.
22. During construction, the Developer shall ensure that a program of dust control is implemented consistent with Bay Area Air Quality Management District (BAAQMD) requirements.
23. In conjunction with submittal of Grading Plans, the Developer shall file a Notice of Intent for storm water discharge with the RWQCB. A copy of the filing shall be submitted to the City Engineer as part of the required Improvement Plans for the site.
24. A final hydrology and hydraulic report shall be submitted to the Town for review and approval to demonstrate full compliance with drainage system design requirement.
25. The Approved SWPPP shall be maintained on site during construction, and shall be amended as appropriate during the development of each parcel. The Developer shall ensure that the SWPPP shall be amended prior to the approval of a grading plan for each parcel.
26. All public and pedestrian facilities shall be designed in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act, including pedestrian ramps at all curb returns or round corners.
27. Haul routes for construction shall be reviewed and approved by the City Engineer.

28. Upon completion of site grading and each development phase, the applicant shall repair all roads damaged by construction vehicles to the conditions existing prior to project construction, to the satisfaction of the City Engineer. A survey of the condition of the road surfaces to be used during construction shall be conducted jointly by representatives of the Town of Atherton and the Developer to document the condition of the roadway prior to the beginning of the grading. A similar survey shall be conducted near the completion of construction or after at least 95% of all major heavy construction traffic on the roadways associated with the project is completed. The applicant shall be responsible for any reasonable repair to those sections or portions, and if necessary, the entire roadway length used for construction traffic, necessary to return the roadway to a condition comparable to the condition prior to the commencement of grading. It shall be the sole option of the Developer whether the work is performed by the project contractor or an outside contractor. All work and materials shall conform to published Town of Atherton road standards in effect at the time that the contract for construction is bid.
29. The applicant shall submit a final parcel map prepared by a qualified civil engineer or licensed land surveyor in accordance with the State Subdivision Map Act and all local ordinances. The applicant shall submit current title reports with the final parcel map submittal.
30. Easements shall be dimensioned as to width, bearing, and length and should be shown as fine dashed lines.
31. All easements mentioned in the Subdivider's Statement must be shown on the final map.
32. The applicant shall apply to the Town to amend its General Plan and rezone Parcel 2 from PFS to R-1A Zoning District and an approximate 1 acre portion of the Menlo School parking lot on Valparaiso Avenue from R-1A to PFS Zoning District prior to recordation of the Parcel Map.

Neal J. Martin,
Town Planner

Effective Date: January 22, 2009
Atherton, CA



June 8 , 2009

Mr. Neal Martin
Town Planner
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

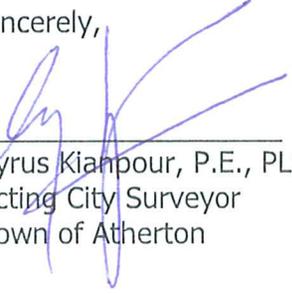
Re: Approval of the final parcel map at 50 Valparaiso Avenue, Atherton.

Dear Mr. Martin:

I, Cyrus Kianpour, Acting City Surveyor for the Town of Atherton hereby declare that I have examined the final parcel map for the property located at 50 Valparaiso Avenue, and do find that the subdivision as shown on the map is substantially the same as it appeared on the approved tentative map, that all provisions of the State Subdivision Map Act and Title 16 (Subdivisions) of the Atherton Municipal Code applicable at the time of approval of the tentative map have been complied with, and that the map is technically correct.

It is therefore my recommendation that the City Council approve the final parcel map; subject to the proposed improvements as depicted on the approved tentative map; subject to the recordation of the separate instrument known as the "Reciprocal Easement Agreement" granting mutual entry rights over each parcel for utility and fire access purposes; and subject to the implementation of the Tentative Map's Condition of Approval No. 6 regarding building compliance with the Building Code.

Sincerely,



Cyrus Kianpour, P.E., PLS
Acting City Surveyor
Town of Atherton

cc: Sophie Truong, PE

Recording Requested By And
When Recorded Return To:

K & L Gates LLP
630 Hansen Way
Palo Alto, California 94304
Attention: Jon Michaelson

Documentary Transfer Tax:
\$0 computed on the full value of
Interest conveyed

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 2009, by and between MENLO SCHOOL, a California nonprofit public benefit corporation (“**Menlo School**”), MENLO COLLEGE, a California nonprofit public benefit corporation (“**Menlo College**”) and MENLO SCHOOL AND MENLO COLLEGE, a California nonprofit public benefit corporation (the “**Supporting Charity**”). Menlo School, Menlo College, and the Supporting Charity are collectively referred to as the “**Owners**” and singularly as an “**Owner**.”

RECITALS

WHEREAS, Menlo School is fee simple owner of that certain parcel of land described in Exhibit A attached hereto and incorporated herein (the “**School Academic Quad**”).

WHEREAS, Menlo College is the fee simple owner of those certain parcels of land described in Exhibit B attached hereto and incorporated herein (the “**College Academic Quad**” and the “**President’s House Parcel**”, collectively referred to as the “**College Parcels**”).

WHEREAS, the Supporting Charity is the fee simple owner of that certain parcel of land described in Exhibit C attached hereto and incorporated herein (the “**Wunderlich Parcel**”).

WHEREAS, the School Academic Quad, the College Parcels and the Wunderlich Parcel are collectively referred to as the “**Parcels**” and singularly as a “**Parcel**.”

WHEREAS, Section 17.32.040(G) of the Atherton Municipal Code (the “**Setback Ordinance**”) requires, among other things, a minimum side yard setback of ten (10) feet along the length and on either side of the property line which borders and is shared by the

College Academic Quad and the Wunderlich Parcel as shown on Exhibit C attached hereto (the “**Shared Property Line**”).

WHEREAS, Menlo College is concerned that future construction or re-construction on the College Academic Quad along or within the vicinity of the Shared Property Line may be required to comply with a greater setback than the setback which is currently required by the Setback Ordinance.

WHEREAS, in entering into this Agreement, it is the desire and intention of the Owners to: (i) more particularly establish the terms and conditions relating to the maintenance, repair, replacement and mutual use of the Separation Fire Road (defined below) and the Utility Systems (defined below), and (ii) establish a No-Build Zone (defined below) which may be implemented on a portion of the Wunderlich Parcel as shown on Exhibit C attached hereto.

NOW, THEREFORE, in consideration of the mutual promises of the Owners, each to the other as covenantor and covenantee, and (subject to the terms and conditions hereof) expressly for the benefit of, and to bind, their successors in interest, the Owners agree as follows:

1. Separation Fire Road.

(i) Grant of Easement; Use. Menlo School and Menlo College have agreed to construct a separation fire road, a portion of which will be located on the School Academic Quad and a portion of which will be located on the College Academic Quad (the “**Separation Fire Road**”). The Separation Fire Road is depicted on Exhibit D attached hereto and incorporated herein. The Separation Fire Road abuts and joins with another road which winds through portions of the Wunderlich Parcel and ends at Alejandra Avenue (such other road is the “**Service Road**”). The Service Road is also depicted on Exhibit D attached hereto and incorporated herein. Menlo School hereby grants to Menlo College a nonexclusive easement in, to, over and across that portion of the Separation Fire Road located on the School Academic Quad for vehicular and pedestrian ingress, egress and access. Menlo College hereby grants to Menlo School a nonexclusive easement in, to, over and across that portion of the Separation Fire Road located on the College Academic Quad for vehicular and pedestrian ingress, egress and access. Supporting Charity hereby grants to Menlo College and Menlo School a nonexclusive easement in, to, over and across the Service Road for vehicular and pedestrian ingress, egress and access. Use of the Separation Fire Road shall be permitted only during daylight hours, except (x) in the event of an emergency, (y) as may otherwise be required by any governmental agency or other entity having jurisdiction, or (z) in the event of a School- or College-sponsored event which takes place after normal School or College hours, in which event use of the Separation Fire Road shall be permitted for thirty (30) minutes following the end of the event in order to provide for egress from such event. No Owner shall obstruct, inhibit, prevent or otherwise detract from another Owner’s use of the Separation Fire Road and/or Service Road in accordance with the

foregoing provisions of this Section. In no event, however, shall the foregoing provisions of this Section operate to give either Menlo College or Menlo School additional or more liberal rights of access or use to any other portion of the Parcels owned by the other.

(ii) Maintenance. Menlo School and Menlo College shall repair and maintain the Separation Fire Road in good condition subject to the following:

(A) Menlo School and Menlo College shall each bear one half of all costs necessary to maintain or repair the Separation Fire Road.

(B) Any maintenance and repair of the Separation Fire Road shall be performed in a professional and proper manner, during reasonable hours and in compliance with all covenants, restrictions, laws, ordinances, rules and regulations applicable thereto.

(C) If any portion of the Separation Fire Road is damaged or destroyed due to the acts or negligence of an Owner (normal wear and tear excepted), the costs of rebuilding or repairing such portion of the Separation Fire Road shall be borne solely by such Owner.

(D) Neither Menlo School nor Menlo College shall materially alter, add to, or remove any part of the Separation Fire Road without the prior written consent of the other (which consent shall not be unreasonably withheld) and, if such written consent is granted, the cost of any alteration, addition or removal, shall be borne solely by the Owner requesting such alteration, addition or removal, unless the Owners agree otherwise in writing.

(E) Notwithstanding anything herein to the contrary, in connection with any repair or maintenance of the Separation Fire Road that would require the entry by one Owner onto the Parcel of another Owner, no such entry shall be allowed without the prior written consent of the other Owner (which consent shall not be unreasonably withheld). The Owner requiring access shall provide not less than three (3) business days' advance written request for such access except in the case of an emergency (in which event no prior notice shall be required but the Owner requiring access shall give notice as soon as reasonably practicable). Such written request shall describe in detail the purpose for the access and the duration of time for such access. Failure by an Owner to respond to such request for access shall be deemed a denial of access.

2. Utilities. The Owners acknowledge and agree that there are existing sanitary sewers, storm drains, water and gas pipes and systems, electrical power conduits, telephone conduits, lines and wires, and other public utilities and related systems (individually and collectively "**Existing Utility Systems**") which are located on and serve the Parcels, the exact locations of some of which are currently unknown. The Owners acknowledge further that Menlo School and Menlo College, will construct certain separate utility lines and systems (the "**New Utility Systems**") to serve the individual Parcels with the goal of separating all of the Existing Utility Systems so that,

among other things, no utilities and related systems shall thereafter be shared between the College Academic Quad and School Academic Quad (the Existing Utility Systems and New Utility Systems are collectively referred to as the “**Utility Systems**”). Menlo School and Menlo College agree to use diligent efforts to cause the construction of the New Utility Systems to be commenced and completed. In connection with the foregoing, the Owners agree as follows:

(i) Grant of Easement. Each Parcel and Owner shall have nonexclusive easements in, to, over, under and across those portions of the Parcels beneath the ground surface within each of the Parcels for the benefit of and appurtenant to the grantee’s Parcel solely for the purposes of installation, repair, maintenance, removal, replacement, use and operation (individually and collectively herein referred to as “**Utility Use**”) of the Utility Systems; provided that in the performance of any such Utility Use: (A) reasonably adequate provision shall be made for the safety and convenience of all persons using the surface of such areas; (B) all work shall be completed as quickly as is reasonably possible and the areas and facilities shall be replaced or restored promptly to substantially the condition in which they were immediately prior to the performance of such Utility Use; (C) all costs, fees and expenses incurred as a result of such Utility Use shall be borne solely by the Owner which undertakes such Utility Use; (D) the other Owners shall be notified in writing not less than ten (10) business days prior to commencement of such Utility Use except in the event of an emergency or other circumstances requiring immediate action in which event such advance notice shall be given to the other Owners soon as is reasonably practicable under the circumstances; (E) the schedule for the performance of such Utility Use shall be subject to the reasonable approval of the other Owners. Prior to the performance of any Utility Use, the Owner performing such Utility Use shall provide the other Owners with a certificate of insurance evidencing that its contractor has obtained the insurance coverages required pursuant to Section 7 of this Agreement

(ii) Interference. All such Utility Use shall be performed so as not to unreasonably interfere with, and minimize disruptions of, the access to, use, occupancy or enjoyment of the Parcels or any part thereof by the other Owners and in a manner that causes as little disturbance to the Parcels as may be practicable under the circumstances. Any and all portions of the surface area of any Parcel which may have been excavated, damaged or otherwise disturbed as a result of such Utility Use shall be promptly restored at the sole cost and expense of the Owner performing the Utility Use to substantially the same condition as the same were in immediately prior to the commencement of any such Utility Use.

(iii) Indemnification. Each Owner covenants and agrees to indemnify, defend, protect and hold harmless the other Owners for, from and against all claims and all costs, losses, damages, expenses and liabilities (including reasonable attorneys’ fees and costs) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of any mechanic’s liens, stop notices, or other

claims regarding materials supplied or work performed, or the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or to the property of any person, as shall occur by reason of the performance of any construction, or of any Utility Use, by or at the request of the indemnitor, except to the extent of claims caused by the negligence, recklessness or willful misconduct of any indemnitee, its licensees, agents, servants or employees, or any agents, servants or employees of such licensees where the same may occur.

(iv) Termination of Easements. The easements granted under the foregoing provisions of this Section 2 shall automatically terminate (without the need for further action from or notice to any Owner) in accordance with the following provisions:

(A) Identified Utilities. Menlo School plans to construct a new athletic center (the "Athletic Center") on the School Academic Quad. Prior to the completion of the Athletic Center (such completion being defined as the receipt by Menlo School of a certificate of occupancy for the Athletic Center), Menlo School and Menlo College shall cooperate in good faith to mutually agree upon and define a list of the utilities the location of which is known at that time (the "**Identified Utilities**"). The parties acknowledge that the Identified Utilities are intended to comprise all water, sewer, storm, gas, telecommunications, cable and other major utilities. The easements associated with the Identified Utilities shall thereafter terminate on the date that is one (1) year following the receipt by Menlo School of a certificate of occupancy for the Athletic Center. For the avoidance of doubt, it is hereby confirmed that under no circumstances shall the receipt of a certificate of occupancy for the Athletic Center be contingent upon the identification of the Identified Utilities.

(B) Unidentified Utilities. To the extent that there are any utilities that are not Identified Utilities as defined in the foregoing Section 2(iv)(A) (the "**Unidentified Utilities**"), the easements associated with such Unidentified Utilities shall terminate on the date that is three (3) years following the receipt by Menlo School of a certificate of occupancy for the Athletic Center.

3. Drainage. As of the date hereof, there are no storm water drainage systems servicing the Parcels other than certain cisterns and drywells. From and after the date hereof, each Owner shall be solely responsible for all costs of constructing and/or maintaining storm water drainage and/or retention systems sufficient to provide, in compliance with all applicable laws and ordinances, storm water drainage and/or retention solely for the benefit of the Parcel or Parcels owned by such Owner; provided, however, that each Parcel and Owner shall have nonexclusive easements in, to, over, under and across the Drainage Easement Areas (as defined below) for storm water drainage to the extent of storm water flows arising solely from the Drainage Easement Areas or any portion thereof (the "**Drainage Easements**"). "Drainage Easement Areas" means, collectively, (i) the hardscape surfaces of parking lots located as of the date hereof on the Wunderlich Parcel, and (ii) the hardscape surfaces of the Separation Fire Road. Notwithstanding the foregoing, the Drainage Easements are not being granted, and shall

not apply, with respect to water flows or drainage arising from other portions of the Parcels, even if such water flows traverse over or through all or any portion of the Drainage Easement Areas.

4. Encroachment. Each Parcel shall have nonexclusive easements in, on, over and under the other Parcels for minor unintentional encroachments (“**Minor Encroachments**”). The Minor Encroachment easements are limited to easements in, on, over or under such Parcel as required from time to time for any building support columns, foundations, slabs, footings, pillars and other minor encroachments existing as of the date of this Agreement. Nothing contained in this subsection shall create easements for intentional encroachments without the written consent of the Owner whose Parcel has been encroached upon, which may be granted or withheld in such Owner’s sole and absolute discretion.

5. No-Build Zone. In the event the Town of Atherton, the Menlo Park Fire District, the State Fire Marshal or any applicable building code or regulation requires a greater setback than the ten-foot setback required by the Setback Ordinance, then the Owner of the Wunderlich Parcel shall cause to be recorded against the Wunderlich Parcel a covenant running with the land that prohibits the building of any structures and/or improvements on that portion of the Wunderlich Parcel adjacent to the Shared Property Line to the extent necessary to accommodate such greater setback requirements (such portion of the Wunderlich Parcel is the “**No-Build Zone**”). Notwithstanding the foregoing, the parties acknowledge and agree that (i) the No-Build Zone shall be implemented only after all reasonable efforts to obtain an exemption or variance to the applicable ordinance, building code or regulation have been exhausted, (ii) in no event shall the Owner of the Wunderlich Parcel be required to remove or relocate the existing tennis office shown on Exhibit E which may be replaced in its current location in the event that it is damaged or destroyed, and (iii) in no event shall the No Build Zone be greater in size than the area shown on Exhibit E. For purposes of determining whether the parties have exhausted all reasonable efforts as required by clause (i), above, of this Section 5, in no event shall the parties be required to litigate or otherwise seek any judicial proceedings, or be required to make any appeals other than one (1) appeal to the City Council of the Town of Atherton.

6. Use by Permittees. The use of all easements provided for in this Agreement will be nonexclusive and irrevocable and for the use and benefit of all permittees.

7. Insurance. Each Owner shall carry liability insurance to cover any actions such Owner may take with respect to the rights created under this Agreement, or for any claims or demands that may arise therefrom. Such insurance shall be from a nationally recognized insurance company and have a per occurrence limit that is reasonable and customary for properties similar to the Parcels.

8. Supporting Charity. The Supporting Charity shall have no responsibility for any costs associated with the obligations set forth in this Agreement.

9. Covenants Running with Land. The easements and covenants contained herein shall run with the land, and pass with each and every portion of the Parcels, and shall benefit and be a burden on the Owners and their respective heirs, devisees, personal representatives, successors-in-trust, successors and assigns as the owners of such Parcels. The easements granted hereby are subject to all pre-existing liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and other licenses, easements, and rights of way pertaining to the Parcels, whether or not of record. Nothing in this Agreement shall be construed as a conveyance by any Owner of such Owner's respective title to the Parcel on which the Separation Fire Road, Utility Systems, Drainage Easements or Minor Encroachments are located. Except as expressly provided in this Agreement, nothing in this Agreement grants an Owner the right to enter onto the Parcels of another Owner.

10. Term. The term of this Agreement shall commence on the date this Agreement is executed by the Owners, and the rights, obligations, easements and covenants herein shall continue and be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Agreement is recorded, after which the covenants will be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners, or their successors in interest, has been recorded, agreeing to change the covenants in whole or in part.

11. Real Property Taxes. Each Owner shall be solely and separately liable for the payment of all real property taxes and special assessments levied against its Parcel and no Owner shall have any liability for any real property taxes or assessments levied against the other Owners' Parcels as a result of the Separation Fire Wall, the Drainage Easements, the Minor Encroachments or the Utility Systems.

12. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, or sent by registered or certified mail, postage prepaid, return receipt requested, or overnight courier and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, four (4) business days after the date of posting by United States Post Office, (c) if given by overnight courier, upon receipt by the person to receive such notice:

If to School:	Menlo School 50 Valparaiso Avenue Atherton, California 94027 Attention: David P. McAdoo
	With a copy to K&L Gates LLP 630 Hansen Way Palo Alto, California 94304

Attention: Jon Michaelson

If to College:

MENLO COLLEGE
1000 El Camino Real
Atherton, California 94027
Attn: President
Fax: (650) 543-4101

With a copy to:

MENLO COLLEGE
1000 El Camino Real
Atherton, California 94027
Attn: Chairman of the Board of Trustees

With a copy to:

Manatt Phelps & Phillips LLP
11355 W. Olympic Boulevard
Los Angeles, California 90064
Attn: Valentin G. Aguilar II, Esq.

If to Supporting Charity:

MENLO SCHOOL AND MENLO
COLLEGE
1000 El Camino Real
Atherton, California 94027
Attn: Chairman of the Board of Trustees
(c/o Vicki Groom)

With a copy to

Hopkins & Carley
70 South First Street
San Jose, California 95113
Attn: Ross G. Adler, Esq.

Notice of change of address shall be given by written notice in the manner detailed in this Section 12. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or communication sent.

13. Amendment. This Agreement, or any provision hereof, may not be terminated, extended, modified, or amended as to the whole of the Parcels or any portion thereof, without the express written consent of the Owners, as evidenced by their execution of the instrument effecting the same.

14. Dispute Resolution; Attorneys' Fees. In the event any dispute arises between any two or more of the parties hereto under or relating to this Agreement, the parties shall first meet, confer, and attempt in good faith to resolve the matter. If within thirty (30) days following a written request by any party to meet, confer, and attempt to resolve a dispute the matter has not been settled, the parties shall engage in mediation under the auspices of the American Arbitration Association. The parties shall make

reasonable efforts to conclude mediation within ninety (90) days following the original written request for an initial meeting. In the event mediation is not successful, the dispute shall be resolved by binding arbitration pursuant to the commercial rules of the American Arbitration Association then in effect. Arbitration shall be conducted in San Mateo County California by a single neutral arbitrator selected by agreement of the parties involved in the dispute. If the parties involved cannot agree on the selection of the arbitrator, the arbitrator shall be chosen by the American Arbitration Association. Each party which is subject to the arbitration shall pay its proportionate (per capita) share of the fees assessed by the American Arbitration Association and by the arbitrator, all subject to recoupment and/or reallocation as hereinafter provided. The award of the arbitrator shall be final and binding, and shall be enforceable by any court having jurisdiction over the party or parties against whom enforcement is sought.

Each Owner shall bear its own attorneys' fees and costs incurred in negotiating and executing this Agreement. If any Owner brings an action or other proceeding against any one or more of the other Owners to enforce, protect, or establish any right or remedy arising out of or related to this Agreement, the prevailing Owner in such action or proceeding shall be entitled to recover from the other Owner or Owners involved all costs, fees, and expenses, including without limitation attorneys' fees, expenses, and disbursements, reasonably incurred or sustained by such prevailing Owner in connection with such action or proceeding. If there is no prevailing Owner as determined by the arbitrator, each Owner shall bear its own attorneys' fees and costs.

15. Headings. The headings of the sections of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

16. Further Assurances. The Owners agree to execute and acknowledge (if necessary), within fifteen (15) days of presentation, any and all further documents reasonably necessary to accomplish the intent of this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the specific subject matter hereof and no modification or amendment hereto shall be of any force or effect unless it shall be in writing and signed by the parties hereto.

18. Binding Effect. Each of the terms, covenants and conditions of this Agreement shall extend to and be binding on and inure to the benefit of the parties hereto, their heirs, representatives, administrators, and assigns during their respective periods of ownership of the Parcels.

19. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Construction. The Owners have participated jointly in the negotiation and drafting of this Agreement. In the even of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Owners and no presumption or burden of proof shall arise in favoring or disfavoring any Owner by virtue of the authorship of any of the provisions of this Agreement.

21. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of California.

22. Counterparts. This Agreement may be executed in counterpart originals, in which case, the counterparts, when fully executed by each of the parties hereto shall constitute one Agreement.

This Agreement is executed as of the date first above written.

MENLO SCHOOL
a California non-profit public benefit
corporation

By: _____

Its: _____

MENLO COLLEGE
a California non-profit public benefit
corporation

By: _____

Its: _____

MENLO SCHOOL AND COLLEGE
a California non-profit public benefit
corporation

By: _____

Its: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2009, before me personally appeared _____, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Name:

Notary Public, State of _____

My Commission expires: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2009, before me personally appeared _____, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Name:

Notary Public, State of _____

My Commission expires: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2009, before me personally appeared _____, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Name:

Notary Public, State of _____

My Commission expires: _____

EXHIBIT A

School Academic Quad

EXHIBIT B
College Parcels

EXHIBIT C
Wunderlich Parcel

EXHIBIT D

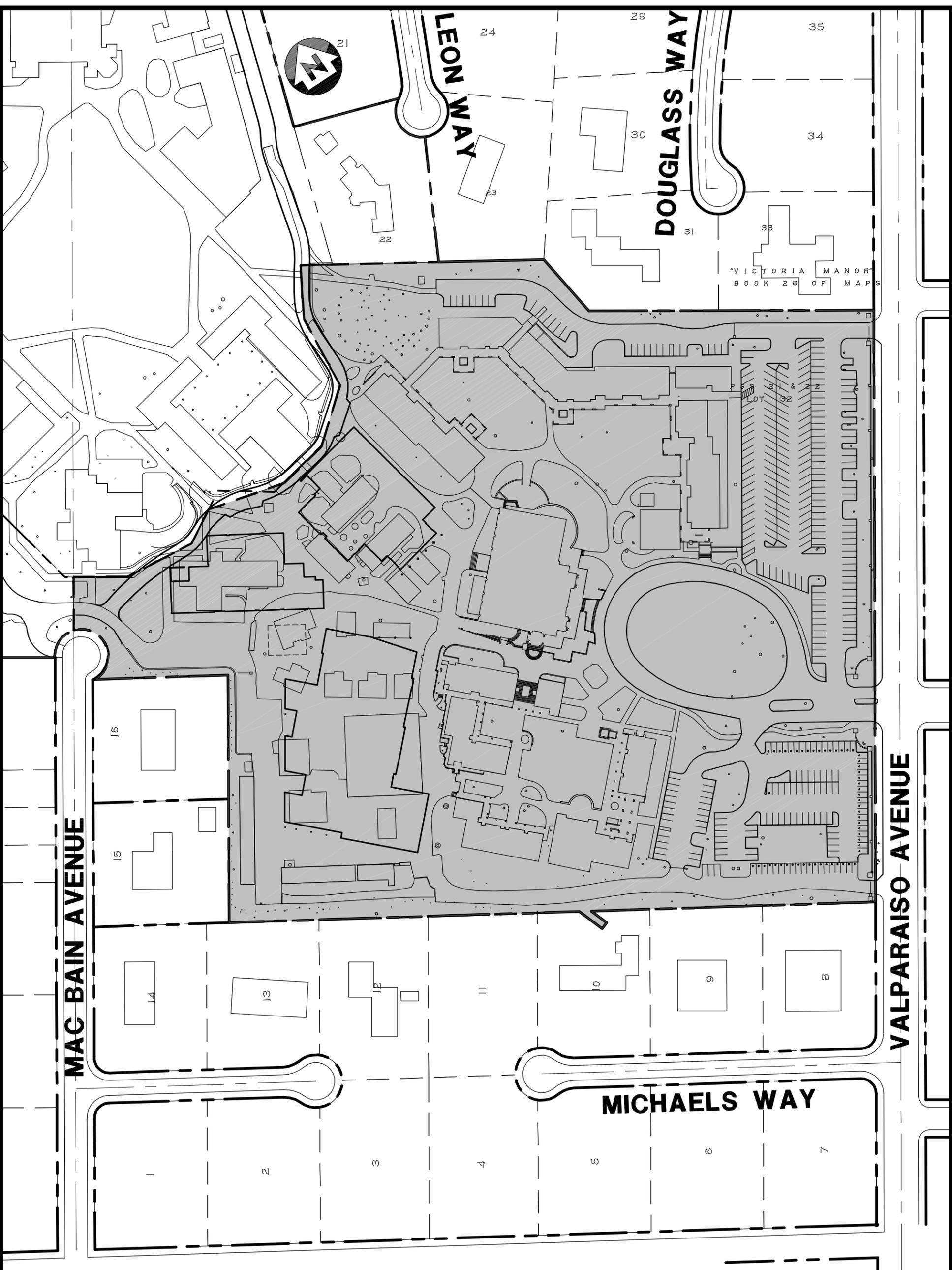
Separation Fire Road

EXHIBIT E

Maximum Area of No Build Zone

Exhibit D

NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION RETRIEVAL AND STORAGE SYSTEM, WITHOUT PERMISSION IN WRITING FROM SANDIS.



No.	REVISION	DATE	BY

SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS
 605 Castro Street | Mountain View, CA 94041 | P. 650.969.6900 | F. 650.969.6472 | www.sandis.net
 MOUNTAIN VIEW ROSEVILLE OAKLAND

DATE: 06-02-09
 SCALE: 1"=120'
 DRAWN BY: SKG
 APPROVED BY: BC
 DRAWING NO.: 206126
 KENNETH N. OLCOTT
 R.C.E. NO. 51079, EXPIRES 9-30-09

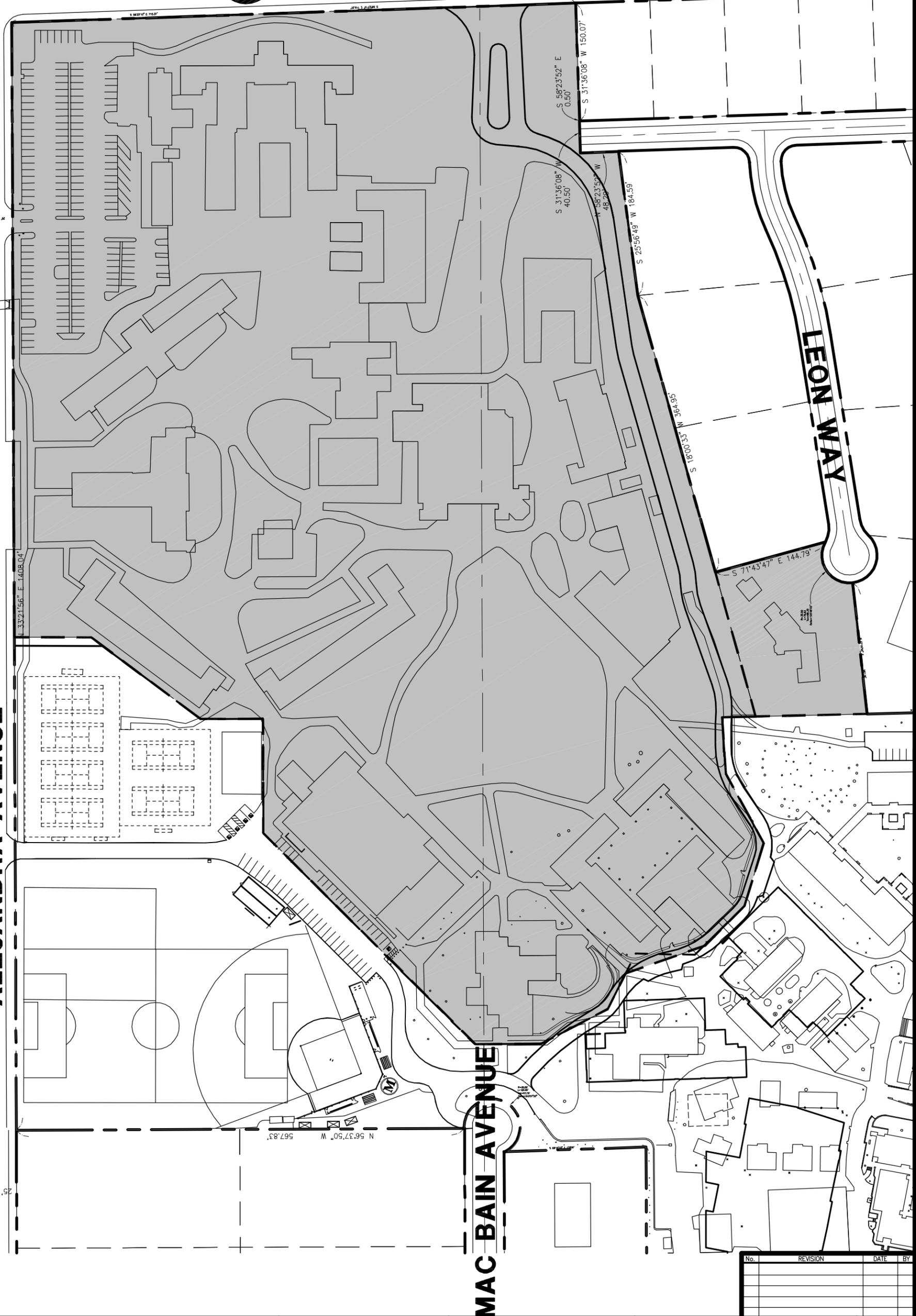
SCHOOL ACADEMIC QUAD
 EXHIBIT A

MENLO SCHOOL & MENLO COLLEGE
 MENLO PARK CALIFORNIA

SHEET
1
 OF 1 SHEETS

EL CAMINO REAL

N 58°23'13" W



ALEJANDRA AVENUE

MAC BAIN AVENUE

LEON WAY

No.	REVISION	DATE	BY

SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS
 605 Castro Street | Mountain View, CA 94041 | P. 650.969.6900 | F. 650.969.6472 | www.sandis.net
 MOUNTAIN VIEW ROSEVILLE OAKLAND

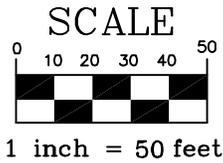
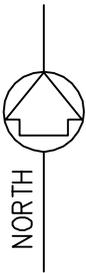
DATE: 06-02-09
 SCALE: 1"=120'
 DRAWN BY: SKG
 APPROVED BY: BC
 DRAWING NO.: 206126
 KENNETH N. OLCOTT
 R.C.E. NO. 51079, EXPIRES 9-30-09

COLLEGE ACADEMIC QUAD
 AND PRESIDENTS HOUSE PARCEL
 EXHIBIT B

**MENLO SCHOOL &
 MENLO COLLEGE**
 MENLO PARK CALIFORNIA

SHEET
1
 OF 1 SHEETS

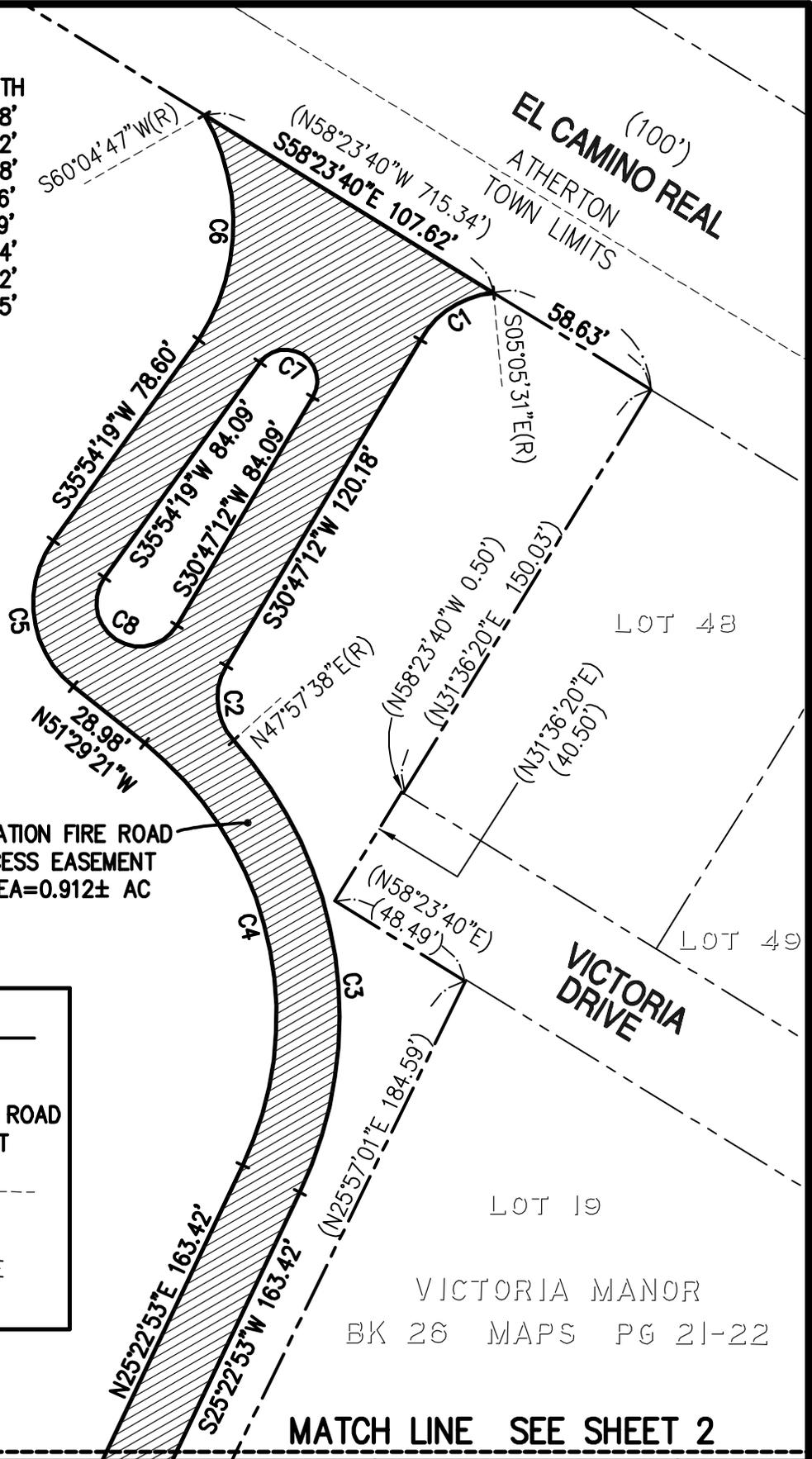
CURVE DATA TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	29.68'	55°25'49"	29.68'
C2	20.00'	72°49'35"	25.42'
C3	130.43'	67°25'15"	153.48'
C4	110.43'	76°52'14"	148.16'
C5	33.76'	87°23'41"	51.49'
C6	68.53'	62°38'56"	74.54'
C7	10.00'	174°52'53"	30.52'
C8	13.76'	185°07'07"	44.45'



PARCEL THREE
BK. MAPS PG.

SEPARATION FIRE ROAD
ACCESS EASEMENT
AREA=0.912± AC

LEGEND	
-----	PARCEL LINE PER BOOK MAPS PAGE
	SEPARATION FIRE ROAD ACCESS EASEMENT AREA
-----	RADIAL LINE
(XX.XX)	RECORD DATA PER BOOK MAPS PAGE
(R)	RADIAL



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

605 Castro Street | Mountain View, CA 94041 | P. 650.969.6900 | F. 650.969.6472 | www.sandis.net

MOUNTAIN VIEW

ROSEVILLE

OAKLAND

DATE: 06/08/09
SCALE: 1"=50'
DRAWN BY: MHG
APPROVED BY: LJC
DRAWING NO.: 206126

**SEPARATION FIRE ROAD
ACCESS EASEMENT
EXHIBIT D**
MENLO SCHOOL AND MENLO COLLEGE
ATHERTON CALIFORNIA

SHEET

1

OF 6 SHEETS

206126

X:\P\206126\EXHIBITS\SEPARFIRE.DWG 06/05/09



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JULY 17, 2009

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC. FOR TRAFFIC
ENGINEERING SERVICES FOR THE VALPARAISO CROSSWALK AT
HOOVER OR VICTORIA TRAFFIC STUDY, IN AN AMOUNT NOT TO
EXCEED \$11,770 PLUS A TEN PERCENT CONTINGENCY, FOR A
TOTAL AUTHORIZATION OF \$12,947**

RECOMMENDATION:

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with Kimley-Horn and Associates, Inc to provide traffic engineering services for the Valparaiso Crosswalk at Hoover or Victoria Traffic Study in an amount not exceed \$11,770, plus a 10% contingency of \$1,177, for a total authorization of \$12,947.

BACKGROUND:

The Transportation Committee considered this item at their July 2006 meeting. Staff was directed to create a wider walking path along Valparaiso Avenue from Victoria Drive to El Camino Real as a part of the Valparaiso Avenue Reconstruction Project. The Valparaiso Avenue reconstruction project constructed concrete valley gutter to replace the pre-cast parking bumpers previously lining the street from Victoria Drive to El Camino Real. The concrete valley gutter was selected instead of the originally proposed curbs because it would provide a relatively flat walking surface adjacent to the bike lane that could be used by pedestrians.

After construction, Public Works placed additional base rock to create a better walking path when combined with the new valley gutter. The valley gutter is 4 feet wide, and the adjacent bike lane is 3 feet wide. At two locations a utility pole and its guy wire create an obstruction at the edge of the valley gutter. For the remainder of the distance, the area behind the valley gutter is clear creating a wider walking space. The landing area constructed with the Valparaiso Avenue

project at the El Camino Real intersection is over 20 feet long and 4½ feet wide, sufficiently large for a large number of people or several strollers. The landing is ADA accessible with appropriate warning devices.

In this case, the existing signalized crosswalk at El Camino Real is an equal distance from Victoria Drive and Hoover Street. In both directions, the roadside has vegetation, street signs and utility poles near the edge of pavement, making it difficult to walk off the pavement. Since there is a bike lane, walking in the pavement is relatively safer than on streets without bike lanes. The vegetation has been trimmed and the street signs relocated to create a much better walking surface in both directions from Victoria Drive.

A crosswalk across Valparaiso Avenue at Hoover Street requires approval by both Atherton and Menlo Park because half of Valparaiso Avenue is in each jurisdiction. Atherton and Menlo Park engineering staff previously recommended that crosswalks not be provided at the unsignalized intersection of Hoover Street, especially because there is a viable option to use a signalized intersection. Unsignalized crosswalks on arterial streets tend to give the pedestrian the illusion of safety, causing them to walk into the street without taking proper precautions.

The Transportation Committee agreed with this finding, but asked that the situation be reconsidered after the construction of the Valparaiso Avenue project. Because the Valparaiso Avenue project constructed what was proposed, and because the City of Menlo Park engineering staff stated their objections to a crosswalk at Hoover Street, the matter was concluded.

Residents of Victoria Park submitted a new request, with a petition, for an In-Roadway Lighted Crosswalk to be installed at Hoover Street so they would have a safer crossing of Valparaiso Avenue to go to downtown Menlo Park via Hoover Street. As an alternative they propose an In-Roadway Lighted Crosswalk at Victoria Drive, and as a further alternative, they propose improvements to the El Camino Real intersection.

The Transportation Committee considered the new request at their May 2009 meeting and recommend that the Town's Traffic Program be followed. Normally the Traffic Program would require a survey of the neighborhood before considering a traffic study. Because there is a petition signed by the majority (21 of 28 residences) of the residents of Victoria Park, the survey would serve no further purpose. See Petition with Pictures, attached. As the next step in the Traffic Program process the Committee recommends to the City Council that a traffic study be performed to determine the appropriate solution to the resident's concerns.

As an interim measure, Public Works has improved the walking area between Victoria Drive and El Camino Real, including raising the weight limit sign to provide more clearance and trimming shrubbery. Delineators were added at the El Camino Real sidewalk to direct traffic away from pedestrians standing at the corner.

ANALYSIS:

The suggestion to install an In-Roadway Lighted Crosswalk at Hoover Street has the potential to meet the objections to crosswalks at unsignalized intersections expressed by the engineering staff of both cities. However, in order to properly consider such an installation, the installation should

be shown to meet the warrants contained in the California Manual on Uniform Traffic Control Devices, or for Council to make a finding based on the engineering study that the installation is warranted for other reasons. This requires a traffic study. The appropriate location for the crosswalk, and the alternatives, should also be included in the study.

The proposal to install an In-Roadway Lighted Crosswalk at Victoria Drive can be included in the study, but is initially more problematic because of the proximity to multiple left turn lanes approaching El Camino Real and the left turn into Victoria Drive. Crossing at Hoover Street appears to be a better location to cross Valparaiso Avenue. However, there are sidewalks on the Menlo Park side that would allow pedestrians to walk to either Hoover Street or to El Camino Real on sidewalk instead of on valley gutter or unpaved shoulder. The trade-offs between the two options will be considered in the study.

The alternative to improve the El Camino Real intersection is initially problematic because of the indicated high cost of improvements, especially the prospect of purchasing additional right of way at the corner in order to provide a larger fenced landing area. The addition of pedestrian activated flashing signs is seen as a relatively low cost and cost effective safety improvement. The study could also look at the addition of bollards at the corner, as is done in many urban areas to improve pedestrian safety on the landing area. With bollards, the protected landing area would be of sufficient size to not require additional right of way. The only remaining obstruction between Victoria Drive and El Camino Real is the utility pole and guy wire. If a walking path project (similar to the path included in the Selby Lane project) were to be implemented, the utility company could be required, at no cost to the Town, to relocate the pole to clear the obstruction. This was not done under the Valparaiso Avenue project because of the federal funding requirement that no utility relocations be involved in the project.

Staff met with the consultant to develop the scope of work and fee for the study. Staff evaluated the proposal and determined that the scope and fee were reasonable.

FISCAL IMPACT:

Parcel Tax funds in the amount of \$35,000 are budgeted for traffic studies in FY 2009-10. The Fair Oaks Lane traffic study has already been authorized for \$18,040, leaving \$16,960 remaining budget. The Scope of Services and Fee Estimate were negotiated with the selected firm. The final negotiated fee estimate is \$11,770. A 10% contingency of \$1,177 would bring the total authorization to \$12,947, which is within the approved budget.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachments: Professional Services Agreement
Petition with pictures

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of June, 2009 by and between the TOWN OF ATHERTON ("Town") and Kimley-Horn and Associates, Inc. ("Consultant").

Recitals

WHEREAS, Town desires to obtain traffic engineering services in connection with the Victoria Park Traffic Study;

WHEREAS, Consultant hereby warrants to the Town that Consultant is skilled and able to provide such services described in Section 1 of this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

Agreement

NOW, THEREFORE, IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF THE TERMS SET FORTH HEREIN, Town and Consultant mutually agree as follows:

1. Scope of Services. Subject to such policy direction and approvals as the Town may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" and compensation details attached hereto and incorporated herein as Exhibit A.
2. Time of Performance. The services of Consultant are to commence no later than July 15, 2009 and, subject to City Council approval, be completed no later than September 30, 2009. Consultant shall perform its services in accordance with the Schedule of Performance attached hereto and incorporated herein as Exhibit B. Any changes to the dates in either this Section 2 or Exhibit B must be approved in writing by Town or its representatives.
3. 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 and incorporated herein as Exhibit C. However, in no event shall the amount Town pays Consultant exceed eleven thousand seven hundred seventy Dollars (\$11,770.00). 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. Billing for said services shall be made once at the conclusion of the work and submittal of the records and any appropriate report. Town shall review Consultant's billing statement and pay Consultant for services rendered within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 3(A) of this Agreement 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 report. 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 Consult's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

4. Amendment to Scope of Work. Town shall have the right to amend the Scope of Work 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. 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 for work done without the appropriate Town authorization.

5. Duties of Town. Town shall provide all information requested by Consultant that is reasonably necessary to performing the Scope of Work. Town retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

6. 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 the 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 the 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.

7. 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. Any consultants, specialists or experts approved by Town are listed in Exhibit D.

8. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Consultant's performance of services under this Agreement. 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 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).)

9. Interest of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town who exercises any functions or responsibilities in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects its personal interests or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

10. 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.

11. Indemnity. Consultant hereby agrees to defend, indemnify and hold harmless the Town, its officers, agents, employees and servants, from and against any and all claims, demands, damages, costs, liabilities or obligations based on negligence or willful misconduct brought on account of or arising out of any acts, errors or omissions of Consultant undertaken pursuant to this Agreement. 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 Section 2778 of the California Civil Code.

12. 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.

13. Independent Contractor. It is understood 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.

14. 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 all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Town that Consultant 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.

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 this Agreement.

C. Prevailing Wage. Consultant and Consultant's sub-consultants, 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 offices.

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

E. Town Not Responsible. The Town is not responsible or liable for Consultant's failure to comply with any and all of the requirements described in this Section 14.

15. 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.

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 \$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, 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 employees, officers, agents 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 the Town all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. The 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 the Town, its officers, officials, employees or 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 the Town. Current certification of such insurance shall be kept on file with the Town 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.

17. Assignment Prohibited. Neither the Town nor Consultant may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

18. Termination of Agreement.

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. Consultant may terminate this Agreement upon 30 days' written notice to Town.

B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice.

C. Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the Town, become its sole property and shall, at Consultant's expense, be delivered to the Town or to any party it may so designate.

D. In the event termination is 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;

provided, however, that Consultant shall be entitled to compensation for work in progress at the time of termination.

19. Suspension. The Town shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she 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. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

20. Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between Town and Consultant shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. This Agreement may be amended or extended from time to time by written agreement of the parties hereto.

21. 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.

22. 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.

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

24. 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 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 hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Duncan Jones, Atherton Public Works Director
91 Ashfield Road
Atherton, CA 94027

If to Consultant: Paul J. Krupka
Kimley-Horn and Associates, Inc.
555 12th Street, Suite 1230
Oakland, CA 94607

25. 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 charges for services, or expenditures and disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement 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.

C. 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.

D. 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. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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 party may have hereunder.

29. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity,

illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

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

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

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

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

33. Venue. 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.

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

TOWN OF ATHERTON

CONSULTANT

By: _____
Jerry Gruber, City Manager

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Wynne S. Furth, City Attorney

FUNDING:

By: _____
Louise Ho, Finance Director

EXHIBIT A

Scope of Work

SCOPE OF SERVICES

An engineering and traffic study is required by the City of Atherton's Traffic Program to consider construction of a crosswalk with in roadway warning lighting on Valparaiso Avenue at either Victoria Drive or Hoover Street. This document summarizes the Scope of Services for this effort.

The purpose of this study is to identify traffic and geometric issues along Valparaiso Avenue between El Camino Real and Hoover Street with respect to pedestrian accessibility and crossings, propose and evaluate potential crosswalk/in-roadway warning solutions with respect to effectiveness in addressing identified issues, and recommend solutions for consideration by the Town of Atherton Transportation Subcommittee and City of Menlo Park Traffic Commission. A traffic study report will document the study procedures, analysis and recommendations and will include preliminary opinions of probable construction costs, potential sources of funding and approximate timelines for implementing the proposed solutions.

Task 1 - Project Walk

Kimley-Horn will visit the site with the Town staff to become familiar with the pedestrian safety issues raised by the residents. During the visit, street and intersection geometry issues including sight distance, corner distance and obstructions to view, and traffic speed and cut-through traffic issues will be discussed.

Task 2 - Collect and Review Data

Kimley-Horn will obtain and analyze existing data from the Town and City of Menlo Park, including the last Engineering and Traffic Survey for Valparaiso Avenue, staff reports previously prepared on the subject, traffic volumes, speeds, and accident information. A single 24-hour machine traffic count (on Valparaiso Avenue), three peak hour intersection turning movement and pedestrian crossing counts (Valparaiso at El Camino Real, Victoria, and Hoover), and one radar speed survey (Valparaiso Avenue) will be conducted to supplement existing data. These data will be reviewed in conjunction with field observations to identify traffic issues.

Task 3 - Public Meeting

Kimley-Horn will prepare for and attend a meeting with residents to discuss observed traffic issues and neighborhood desires for potential solutions. It is assumed that Town staff will coordinate, schedule, and notice the meeting.

Task 4 - Evaluate Potential Solutions

Kimley-Horn will propose two potential crosswalk/in-roadway warning lighting solutions based on results of the field observations, traffic analysis, and comments received from local residents. The potential solutions will be defined in sketch form. Preliminary opinions of probable construction costs will be prepared. The potential solutions will then be evaluated based on their effectiveness in solving the identified issues. The evaluation will be done according to standards set forth in the MUTCD 2003 California Supplement and will consider the following items:

- Vehicular approach volumes, turning movements and speeds
- Stopping sight distance
- Pedestrian volumes
- Accidents
- Street and intersection geometry, including grades, sight distances, and obstructions
- Visibility during daytime and nighttime conditions
- Necessity of channelization of pedestrians as a means to clarify pedestrian walking routes for sighted and unsighted pedestrians
- Consistency with pavement markings at or near the intersections
- Compatibility with existing pavement markings, traffic signalization and crosswalk operations at El Camino Real.

Task 5 - Determine Funding Opportunities - Kimley-Horn will inquire with C/CAG staff to determine and document possible near-term sources of grant funding for the project.

Task 6 - Prepare Draft Traffic Study Report

Kimley-Horn will prepare a draft traffic study report to document procedures, findings and recommendations. This will be reviewed by Town staff and edited to incorporate comments received.

Task 7 - Presentation to the Transportation Subcommittee and Transportation Commission

Kimley-Horn will present the findings of the traffic study report to the Atherton Transportation Subcommittee and the Menlo Park Transportation Commission.

Task 8 - Prepare Final Traffic Study Report

Kimley-Horn will incorporate feedback from the Transportation Subcommittee into a Final Traffic Study Report. A proof copy will be submitted to Town staff for review and then readied for inclusion in the Staff Report package for City Council.

EXHIBIT B

Schedule of Performance

PROJECT SCHEDULE

The Draft Report will be completed within 45 days of study commencement, which is defined as receipt of signed contract, notice to proceed, purchase order, and data and information from the Town. Preparation of the Final Report will require approximately 15 days after receipt of written comments from the Town. The formal contract with dates certain will be defined based upon the actual Scope of Services required and existing schedules for the Transportation Subcommittee and Transportation Commission.

EXHIBIT C

Compensation

FEE AND BILLING

The estimated fee to conduct the Scope of Services is \$11,770 as summarized in the table below. The actual budget required will be based on actual Scope of Services and Schedule requirements.

Task	PM	Engineer	Analyst	Support	Total
	P7	P5	P3	N5	
Task 1 - Project Walk	2	2			4
Task 2 - Collect and Review Data		4	4		8
Task 3 - Public Meeting	2				2
Task 4 - Evaluate Potential Solutions	1	4	8	4	17
Task 5 - Determine Funding Opportunities		2			2
Task 6 - Prepare Draft Traffic Study Report	2	4			6
Task 7 - Presentation to the Transportation Subcommittee and Commission	4				4
Task 8 - Prepare Final Traffic Study Report	1	4		4	9
					0
Total Hours	12	20	12	8	52
Billing Rate	\$245	\$185	\$140	\$105	
Labor	\$2,940	\$3,700	\$1,680	\$840	\$9,160
Vendor Counts and Speed Survey					\$1,800
Indirect Expenses (Mileage, Telephone, Postage, Computer, etc)					\$560
Direct Expenses (Plotting, Fedex, etc.)					\$250
Total					\$11,770

EXHIBIT D

Other Consultants, Specialists or Experts Employed by Consultant

- Traffic Counting and Speed Surveys - TBD

PETITION TO THE TOWN OF ATHERTON TRANSPORTATION COMMITTEE

Presented by the Victoria Manor Homeowner's Board
on behalf of the residents of Victoria Manor, Menlo College & Menlo School
May 12, 2009

REQUEST

We the undersigned request that the Town of Atherton place an IRWL (In Roadway Warning Lights) crosswalk across Valparaiso just east of Hoover street and make some inexpensive enhancements to improve the safety of the walking space from Victoria Drive to the proposed crossing site.

BACKGROUND – NEIGHBORHOOD LOCATION, DEMOGRAPHICS, USAGE

Victoria Manor Neighborhood is situated between El Camino, Valparaiso, Menlo School and Menlo College. It is composed of 29 houses; homes to families with children and pets, residents with various physical infirmities, and elderly residents, all who cross Valparaiso for school, shopping, or other services. Numerous Menlo College students also walk through the neighborhood every day, on their way to downtown Menlo Park and back to the campus.

There is only one street exiting the Neighborhood, Victoria Dr., which enters Valparaiso an estimated 40 yards from El Camino. This is the only pedestrian exit that leads to Menlo Park Schools, buses and the downtown area of Menlo Park. The only nearby crosswalk at the corner of El Camino and Valparaiso, is inadequate, dangerous and not a viable option.

When the neighborhood was originally laid out in the 1950's, there was significantly less traffic on Valparaiso and El Camino. Through the years traffic has increased to such a degree that there is no longer safe and adequate pedestrian access or egress to the neighborhood.

BACKGROUND – PREVIOUS DISCUSSIONS WITH THE TOWN

In 2006 The Victoria Manor Homeowners Board requested a crosswalk be installed at Hoover Street. In response to that request, among other things, the town requested the police do a traffic study. The results of this study, presented at a July 2006 meeting clearly illustrated the NorthWest corner of El Camino and Valparaiso and the stretch of road leading from Victoria Dr. to this corner were hazardous:

- Southbound automobiles on El Camino consistently rolled through the crosswalk at El Camino and Valparaiso when making a right turn on to Valparaiso
- Automobiles frequently exceeded the speed limit

- Automobiles frequently encroached into the bike lane (don't recall whether this was tracked in the report)

The town, however, denied the request for a crosswalk at Hoover and instead recommended that they improve the Valparaiso walkway between Victoria and El Camino so that residents and Menlo College students could utilize the signalized crosswalk at the extremely busy intersection of Valparaiso and El Camino.

Since then, repaving and painting of brighter bike lane lines has taken place but unfortunately this has not diminished the hazardous conditions that residents and College students face every time they enter and exit the neighborhood on foot. It has in fact made it more dangerous due to the removal of the "parking bumpers" that previously allowed motorists to know when they had ventured too far to the right.

PROBLEMS WITH USING THE EXISTING CROSSWALK AT EL CAMINO & VALPARAISO

- 1.) There's insufficient space to walk safely from Victoria to the corner of El Camino & Valparaiso.
 - a. The bike lane (particularly given it's proximity to El Camino) is not a viable walking space.
 - i. Cars frequently cross over the painted bike lane line on Valparaiso. (Drivers, in their effort to avoid the cars on Valparaiso in the East bound left turn lane often weave into the bike lane and neither pedestrians nor cars have enough time to see the other.)
 - ii. Bicyclists use the bike lane. When a bicyclist and a pedestrian are both in the bike lane, one of them gets forced into traffic. (see photo)
 - b. The drainage area isn't viable walking space.
 - i. It's too narrow and by design, it's not a flat surface, which is particularly a problem at night.
 - ii. When water is running through it, it can't be used at all.
 - iii. As with the bike lane, there's no protection from cars crossing the line
 - c. The dirt area between the drainage area and the fence line isn't viable space.
 - i. Trees, shrubbery, signs, utility poles and guidewires fill the space.
 - ii. Although shrubs could be trimmed and level compacted gravel could be installed, unless all trees are removed and all other obstructions are removed, including a utility pole and guidewire, there simply isn't enough room for more than a single individual to walk.
- 2.) The landing at the corner is too small for more than 1 or 2 adults to stand safely. It is too small for an adult and a child, an adult and a pet, or two or more adults at a time. If a child or pet takes one wrong step, they're in the line of traffic and even if they

don't take a wrong step, some cars or trucks have cut right across the edge of the landing. (please take notice of the tiremarks running across the landing area).

- 3.) There is so much traffic at this intersection, that the drivers' focus is on watching for other cars and often don't watch for and see pedestrians standing or crossing.

ALTERNATIVE SOLUTIONS TO THE PROBLEM

We have identified three possible solutions to the problem:

Alternative #1: The best alternative, in our opinion, is to install an IRWL crosswalk on Valparaiso just East of Hoover Street - the same implementation that has been used in Atherton further West on Valparaiso in front of Sacred Heart School.

Alternative #2: The next best alternative would be an IRWL crosswalk on Valparaiso at Victoria Drive on the West side of the existing "Keep Clear" area.

Alternative #3: The least safe and most costly alternative would be to attempt to fix all the problems associated with the crosswalk at the corner of El Camino and Valparaiso.

DISCUSSION OF THE ALTERNATIVES

Alternative #1: IRWL Crosswalk on Valparaiso at Hoover

We believe this is the best location for a crosswalk for the following reasons:

- A. It is a safe distance away from all the traffic on El Camino yet just as close to Victoria
- B. There are only 2 lanes of traffic to cross rather than 3 or 4
- C. The area between the fence and the bike lane is wide enough and flat enough and free of enough signs and shrubs to inexpensively make a safe walking path for more than 1 person from Victoria to the proposed crossing site.
- D. There is enough room for multiple pedestrians to stand while waiting to cross
- E. Pedestrians and drivers have more time to notice each other and get out of each others way
- F. There is no street intersecting Valparaiso on the North side of the road thus no cars making turns in front of pedestrians on the North side of the road. And, on the South side of the road, there are significantly fewer cars turning East onto Valparaiso from Hoover than the number of cars a pedestrian must avoid when using the crosswalk at El Camino and Valparaiso

Alternative #2: IRWL Crosswalk on Valparaiso at Victoria Dr.

We believe this is the second best alternative for the following reasons:

- A. Superior even to alternative #1, pedestrians will not have to walk along Valparaiso at all to cross, thus there is no need for installing safe walking paths – just simply a crosswalk.
- B. As with alternative #1, there is safe, sufficient space for multiple pedestrians to stand while waiting to cross.
- C. As with alternative #1, pedestrians wouldn't have to contend with drivers turning directly in front of them on both sides of the road, as they do on El Camino.
- D. With this alternative pedestrians would need to cross 3 lanes of traffic, as opposed to 2 at Hoover and 4 at El Camino, therefore it is inferior to alternative #1, but superior to a crosswalk at El Camino.
- E. Since this alternative is closer to El Camino than alternative #1, pedestrians would have less time to get across the crosswalk before someone turns on to Valparaiso from El Camino, therefore it is inferior to alternative #1.
- F. Since this alternative is closer to El Camino than alternative #1, there is a greater chance that cars could back up on to El Camino if a driver needs to stop to wait for a pedestrian and therefore inferior to alternative #1.

Alternative #3: Fix all problems associated with the crosswalk at El Camino

We don't believe this is a viable option. It would require:

- 1) A walkway from Victoria to the corner of El Camino and Valparaiso, free of obstructions and separated from the bike path and the car traffic by a curb. Given the placement of the utility poll, guidewire and some of the trees, this seems impossible.
- 2) A fenced "landing" area at the corner of El Camino and Valparaiso large enough for at least 2 adults and a child or pet to safely wait while they wait for the signal to change. Again, given the layout of the land and intersection, this seems impossible as there is not enough space to do this..
- 3) New pedestrian activated flashing signage to alert drivers making right turns on to and off of El Camino to watch for pedestrians. This piece is obviously doable, but completely insufficient if the above 2 requirements aren't met.

DISCUSSION OF THE CONCERNS & COMMENTS EXPRESSED IN THE STAFF REPORT FOR THE JULY 11, 2006 TRANSPORTATION SUBCOMMITTEE MEETING:

- 1) *"Crosswalks should not be provided at unsignalized intersections especially if there is a viable option to use a signaled intersection."*

As stated previously in this petition, for numerous reasons the signalized intersection at El Camino and Valparaiso is not a viable option.

- 2) *"Unsignalized crosswalks on arterial streets tend to give the pedestrian the illusion of safety."*

If unsignalized crosswalks are less safe than no crosswalk, it's unclear why there are ever any unsignalized crosswalks anywhere. Yet, there are crosswalks all over town. Additionally, based on recent implementation decisions of towns all over the country, the kind of crosswalk we're requesting that utilizes in road warning lights and lighted signs - an IRWL crosswalk, is seen as a safer and more effective solution than no crosswalk at all. IRWL crosswalks have recently been installed on Oak Grove in front of the Post Office, on Crane in front of the Menlo Medical Center and on Valparaiso in front of Sacred Heart School.

- 3) *"Since there is a bike lane, walking in the pavement is relatively safer than on streets without bike lanes."*

There is a bike lane on Valparaiso, but for the numerous reasons listed above, on this street, in this location, this is in no way a safe place to walk, nor is it a safe place to ride. It is necessary for the safety of both bicyclists and pedestrians that separate paths be provided. Bike traffic is quite heavy in this area, especially before and after school. Neither pedestrians nor bicyclists should be forced into traffic in order to avoid the other.

- 4) *"The Valparaiso Avenue reconstruction project will construct concrete curbs to replace the pre-cast parking bumpers currently lining the street."*

This never occurred. There are now no parking bumpers or curbs, making pedestrians even more vulnerable than they were previously.

CONCLUSION

The neighborhood is very appreciative of the previous efforts of the town, in collaboration with Menlo Park, to provide safer automobile exit and entry to our neighborhood in response to the increased traffic. The keep clear zone and chatterbars have been very helpful.

We respectfully request that decision-makers visit the site, get out of their cars, and walk along Valparaiso between Victoria Drive and the El Camino/Valparaiso intersection on a few different days at a few different times, including rush hour, and think about whether they'd feel comfortable regularly negotiating this area with their families, their children, their grandchildren and/or their parents before making a decision concerning this petition.

We are optimistic that after site visits, a review of the previous police traffic reports and further discussion, the town will grant our request for this new crosswalk, as we fear a tragedy is inevitable if a safe alternative to the existing crosswalk at El Camino and Valparaiso isn't provided.

Thank you for your kind consideration.

Victoria Manor Board members (current & previous)

Chris Brosterhous	98 Victoria Drive, ph # 323-4851, email: pcbros@comcast.net
Valerie Halaby	1 Douglass Way, ph # 325-6348, email: valeriepippin@yahoo.com
Ed Kwan	96 Douglass Way, ph # 704-5381, email: ekwan00@msn.com
Andrea Luskin	68 Douglass Way, ph # 804-2532, email: aluskin@yahoo.com
Jan MacKenzie	19 Victoria, ph # 323-2570, email: blaynejim@aol.com

Laura Boat	2 Douglass Way, ph# 326-3283, email: lalboat@comcast.net
Narmina Ozbutin	2 Leon, ph# 321-1016, email: narmina@yahoo.com
Jack Phillips	97 Leon, ph# 327-6157, email: jaxbox@gmail.com
Donna Wada	55 Victoria, ph# 325-7228, email: djwada@yahoo.com

Menlo College

Tim Haight, President of Menlo College

Menlo School

David McAdoo, Facilities, Director of Operations & Construction

VICTORIA MANOR HOMEOWNERS

PETITION SIGNATURES

	DATE	PRINTED NAME	ADDRESS	SIGNATURE
1.	4/28/09	Crystell Brosterhaus	98 Victoria Dr. Atherton	Crystell Brosterhaus
2.	4/28/09	Valerie Halaby	1 Douglas Way, Atherton	Valerie P Halaby
3.	4/28/09	Ed Kwanz	96 Douglas Way Atherton	Ed Kwanz
4.	4-28-09	Janet Mackenzie	19 Victoria Drive, Ath.	Janet Mackenzie
5.	4-28-09	Andrea Luskin	68 Douglass Way, Ath	Andrea Luskin
6.	4-30-09	Jonna J. Wada	55 Victoria Dr, Ath	Jonna J. Wada
7.	4-30-09	Miwa Frank	89 Victoria Dr. Ath	Miwa Frank
8.	4-30-09	R. D. Shupe	40 Douglass Way	R. D. Shupe
9.	4-30-09	Nan F. Shupe	40 Douglass Way	Nan Shupe
10.	4-30-09	Andy Jeffrey	68 Douglass Way	Andy Jeffrey
11.	4/30/09	LAURA BOAT	2 DOUGLASS WAY	Laura Boat
12.	4/30/09	JOHN BOAT	2 DOUGLASS WAY	John Boat
13.	4-30-09	Pat Smyth	73 Victoria Dr.	Pat Smyth
14.	4-30-09	Henry G. White	55 Victoria Dr.	Henry G. White
15.	4-30-09	JAMES YOSHIDA	1 Leon Way	James Yoshida
16.	"	SUMIKO YOSHIDA	"	Sumiko Yoshida
17.	4-30-09	Deb Barnum	59 Leon Way	Deb Barnum
18.	4-30-09	Scott Barnum	59 Leon Way	Scott Barnum
19.	4/30/09	JACK PHILLIPS	97 LEON WAY	Jack Phillips
20.	4/30/09	Ann Haight	98 Leon Way Atherton	Ann Haight
21.	4-30-09	B. Timothy Hill	98 Leon Way	B. Timothy Hill
22.	4/30/09	M Elizabeth Flegg	94 LEON WAY	M Elizabeth Flegg
23.	4-30-09	Shahla Mostofi	37 Victoria Dr.	Shahla Mostofi
24.	4-30-09	Stacey Wilkinson	27 Victoria Dr.	Stacey Wilkinson
25.	4-30-09	Monica Brundage	27 Victoria Dr.	Monica Brundage
26.	4-30-09	J.K. Mackenzie	19 Victoria Dr.	J.K. Mackenzie
27.	4-30-09	Dana Shelley	46 Douglass Way	Dana Shelley
28.	4/30/09	Michelle Frank	85 Victoria Dr.	Michelle Frank
29.	4/30/09	Temoch Espinoza	97 Leon Way	Temoch Espinoza
30.	4/30/09	Mary Gaston	89 Douglass Way	Mary Gaston
31.	4/30/09	Philip Brosterhaus	99 Victoria Dr	Philip Brosterhaus
32.	4/30/09	Henry Ily	80 Leon Way	Henry Ily



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JUNE 17, 2009

**SUBJECT: AWARD OF CONTRACT FOR THE MAIN HOUSE AND
PLAYSCHOOL ROOFS PROJECT NUMBER 08-023 TO
SHELTON ROOFING CO. IN AN AMOUNT NOT TO EXCEED
\$51,080 PLUS A TEN PERCENT CONSTRUCTION
CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$56,188.**

RECOMMENDATION:

Pass a motion to approve the award of a contract to Shelton Roofing Co. for re-roofing the Main House and Playschool at Holbrook-Palmer Park at a cost not to exceed \$51,080 with a 10% contingency bringing the total to \$56,188.

INTRODUCTION:

The 2008/2009 building maintenance budget included \$31,000 for re-roofing both the Playschool and Main House. It was decided to upgrade the roofing system by adding 4" rigid roofing insulation to make the building more energy efficient. This boosted the cost of the roof by approximately 30%, but will greatly reduce the future costs for both heating and air conditioning.

In November of 2008, Council authorized the award of two contracts, one for each roof, to the lowest bidder with all bids not yet received. The authorization was based on the lowest bid received at the time, with a total authorization of \$57,305.50. Staff encountered significant difficulty in obtaining additional bids, and patched the roofs to get through the winter rains. A third bidder was finally obtained.

The final bidder noted that, according to Title 22, public buildings such as these should have an energy efficient “cool roof” coating. Their bid for the cool roof was more than their bid for the specified roof, but was less than the amount authorized by Council and less than the next lowest bidder. Staff contacted the other bidders and verified that the “cool roof” would increase their bids.

ANALYSIS:

Four contractors were asked for their bids for this roofing project according to the informal bidding procedures of Section 3.16.120 of the Municipal Code which allows informal bidding up to the State Contract Code Section 22030 limit of \$125,000. All are qualified roofers on the Town’s contractor list, and all have previously done responsible work (repairs and/or installations) for the Town in the past.

Three bids were received for this work and they came in as follows;

<u>Firm</u>	<u>Total</u>
Hallmark Roofing	\$73,400.00 (traditional roof)
Platinum Roofing	\$52,096.00 (traditional roof)
Shelton Roofing Co.	\$51,080.00 (cool roof)

The work is scheduled to be performed in early July at the Main House and in mid-August at the Playschool. These are the available time windows between events/classes in the buildings sufficient to complete the work.

FISCAL IMPACT:

Parcel Tax funds in the amount of \$57,306 are budgeted for this project in the FY 2009-10 Capital Improvement Program. Shelton Roofing Co. is the low bidder at \$51,080. A 10% construction contingency of \$5,108 would bring the total authorization to \$56,188, which is \$1,118 (2%) below the FY 2009-10 budget. The award of this project is contingent on approval of the 2009-10 budget.

CEQA

The Main House and Playschool Roofs Project is categorically exempt from CEQA under section 15301d of the CEQA Guidelines (Class 1, Existing Facilities) because the project consists of restoration or rehabilitation of deteriorated or damaged existing structures.

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
JEROME GRUBER, CITY MANAGER**

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF JUNE 17, 2009

SUBJECT: FINANCIAL REPORT FOR ELEVEN MONTHS ENDED MAY 31, 2009

RECOMMENDATION

Receive the General Fund Financial Report for the eleven months ended May 31, 2009.

DISCUSSION

Staff revised the format on how the financial report is to be presented. The new format incorporates a column “**Accrual**” to account for revenues and expenditures that need to be included in order to more accurately reflect the actual data. For the eleven months ended May 31, 2009, if revenues and expenditures are assumed to be distributed evenly, 91.7% of the annual FY 2008-09 Budget (11/12) should be earned or incurred.

The accrual amounts only reflect data up to June 11, 2009. The report also reflected the mid-year budget adjustments (Adjusted Budget) approved by the City Council on March 26, 2009.

General Fund Revenues

For the eleven months ended May 31, 2009, the General Fund reported revenues of \$9,137,233, which is 101% of the annual adjusted revenue budget for FY 2008-09. Most of the major revenues are projected to meet budget projection with the exception of building permits, property transfer tax, and interest income.

General Fund Expenditures

As to the expenditures for the eleven months ended May 31, 2009, the General Fund reported \$9,423,413, which is 92.3% of the annual adjusted expenditure budget for FY 2008-09.

To better explain the variance, staff is providing variance explanations for material items.

Unless additional appropriation is approved by the City Council, each department head is expected to manage his/her department budget to ensure that the department comes in within approved expenditure budget.

FISCAL IMPACT

None

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome D. Gruber
City Manager

Attachment: Financial Report
Variance Explanation

Town of Atherton										
General Fund										
Financial Report for the Ten Months Ended May 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY08/09	11/12 of Budget	Actual Jul 08 thru May 09	Accrual	Adj. Actual Jul 08 thru May 09	% of 11/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru May 08
			91.7%							
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Revenues									
	Secured	4,299,782	3,941,467	4,275,985		4,275,985	108.5%	23,797	99.4%	4,016,217
	Unsecured	268,806	246,406	276,459		276,459	112.2%	(7,653)	102.8%	249,861
	SB813 Redemption	65,000	59,583	128,896		128,896	216.3%	(63,896)	198.3%	147,911
	Home Owners Prop Tax Re	31,500	28,875	26,989		26,989	93.5%	4,511	85.7%	26,845
	Local Sales & Use Tax	85,000	77,917	84,448		84,448	108.4%	552	99.4%	99,376
	Public Safety Sales Tax	54,000	49,500	66,493		66,493	134.3%	(12,493)	123.1%	62,636
	IN LIEU SALES TAX/TRIPLE FLIP	31,235	28,632	31,527		31,527	110.1%	(292)	100.9%	54,235
	Franchise Taxes-PG&E	225,000	206,250	220,512		220,512	106.9%	4,488	98.0%	214,649
	Franchise Tax-Cal Water	84,000	77,000	72,912		72,912	94.7%	11,088	86.8%	73,986
	Franchise Tax-BFI	173,000	158,583	140,528		140,528	88.6%	32,472	81.2%	130,429
	Franchise Taxes-Cable	110,000	100,833	101,138		101,138	100.3%	8,862	91.9%	104,311
	Document Trsf Tax	200,000	183,333	115,236		115,236	62.9%	84,764	57.6%	244,088
	Motor Vehicle In-Lieu	623,670	571,698	623,670		623,670	109.1%	-	100.0%	600,103
	Motor Veh. Lic Fees (MVLFF)	25,000	22,917	17,506		17,506	76.4%	7,494	70.0%	
	Business Licenses	161,800	148,317	134,758		134,758	90.9%	27,042	83.3%	541,585
	Bus Lic Refund -FY 06/07	(217,100)	(199,008)	(20,166)		(20,166)	10.1%	(196,934)	9.3%	
	Bus Lic Refund -FY 07/08	(462,900)	(424,325)	(89,394)		(89,394)	21.1%	(373,506)	19.3%	
	Bus Lic Refund -FY 08/09	(136,800)	(125,400)	(30,073)		(30,073)	24.0%	(106,727)	22.0%	
	Home Occupation	3,000	2,750	1,900		1,900	69.1%	1,100	63.3%	9,970
	Building Permit	800,000	733,333	570,830		570,830	77.8%	229,170	71.4%	974,320
	Encroachment	170,000	155,833	149,147		149,147	95.7%	20,854	87.7%	111,085
	Other Licenses & Permit	500	458	475		475	103.6%	25	95.0%	350
	Landscape Fee	4,000	3,667	(5,000)		(5,000)	-136.4%	9,000	-125.0%	7,950
	Vehicle Code Fines	30,000	27,500	8,306		8,306	30.2%	21,694	27.7%	2,761
	Other Fines & Forfeit	11,000	10,083	24,360		24,360	241.6%	(13,360)	221.5%	24,188
	Parking Violations			-		-	0.0%	-	0.0%	11,221
	ERAF Subvention	547,368	501,754	543,116		543,116	108.2%	4,252	99.2%	489,941
	POST Reimb	20,000	18,333	9,865		9,865	53.8%	10,135	49.3%	8,013

Town of Atherton										
General Fund										
Financial Report for the Ten Months Ended May 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY08/09	11/12 of Budget	Actual Jul 08 thru May 09	Accrual	Adj. Actual Jul 08 thru May 09	% of 11/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru May 08
			91.7%							
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Other Reimbursements	60,000	55,000	7,632		7,632	13.9%	52,368	12.7%	52,407
	SB 90 reimbursement	-	-			-	0.0%	-	0.0%	5,571
	Grants	40,000	36,667	54,556		54,556	148.8%	(14,556)	136.4%	128,053
	React Task Force Reimb	55,820	51,168	55,819		55,819	109.1%	1	100.0%	91,496
	Elections Processing Fee	2,000	1,833	2,000		2,000	109.1%	-	100.0%	
	Document/Research Fee	400	367	-		-	-100.0%	400	-100.0%	1,138
	Photocopy Fee	6,000	5,500	7,203		7,203	131.0%	(1,203)	120.0%	3,274
	Alarm Sign Fees	600	550	810		810	147.3%	(210)	135.0%	780
	Vehicle Release	2,500	2,292	2,400		2,400	104.7%	100	96.0%	1,340
	Fingerprinting Fee			30		30	100.0%	(30)	100.0%	5
	Affidavit of Cost			4,737		4,737	100.0%	(4,737)	100.0%	
	Police Report	3,000	2,750	2,320		2,320	84.4%	680	77.3%	2,865
	Special Service Fee	2,000	1,833	372		372	20.3%	1,628	18.6%	4,364
	Post Office	55,000	50,417	47,449		47,449	94.1%	7,552	86.3%	47,449
	Application Fee	-	-	675		675	100.0%	(675)	100.0%	31,991
	Zoning & Planning Fees	82,000	75,167	63,750		63,750	84.8%	18,250	77.7%	1,500
	Plan Check	365,000	334,583	360,543		360,543	107.8%	4,457	98.8%	352,000
	Social Fees	35,000	32,083	99,068		99,068	308.8%	(64,068)	283.1%	78,725
	Meeting Fees	65,000	59,583	46,604		46,604	78.2%	18,396	71.7%	44,646
	Class Fees	16,000	14,667	10,080		10,080	68.7%	5,920	63.0%	14,509
	Weddings	90,000	82,500	53,273		53,273	64.6%	36,728	59.2%	
	Misc. Use Fee	500	458	1,349		1,349	294.4%	(849)	269.8%	4,750
	Interest Income	200,000	183,333	128,928		128,928	70.3%	71,072	64.5%	331,644
	Cellular One	36,000	33,000	33,114		33,114	100.3%	2,886	92.0%	31,455
	Property Rental-Playscl	75,000	68,750	64,906		64,906	94.4%	10,094	86.5%	68,244
	Sale of Property	-	-	2,246		2,246	100.0%	(2,246)	100.0%	720
	Donations/Contributions	36,151	33,138	12,176		12,176	36.7%	23,975	33.7%	3,585
	Miscellaneous Income	10,000	9,167	15,603		15,603	170.2%	(5,603)	156.0%	44,535
	Trsf in from Spec Parcel Tax	350,000	320,833	350,000		350,000	109.1%	-	100.0%	

Town of Atherton										
General Fund										
Financial Report for the Ten Months Ended May 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY08/09	11/12 of Budget	Actual Jul 08 thru May 09	Accrual	Adj. Actual Jul 08 thru May 09	% of 11/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru May 08
			91.7%							
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Transfers in from Gas Tax	100,000	91,667	91,667		91,667	100.0%	8,333	91.7%	
	Transfers in from GFCIP	150,000	137,500	137,500		137,500	100.0%	12,500	91.7%	
	Total Revenues	9,044,832	8,291,096	9,137,233		9,137,233	110.2%	(92,401)	101.0%	9,553,078
	EXPENDITURES									
City Council	Advertising/Publishing	-	-	435		435	100.0%	(435)	100.0%	
	Other Contract Services	9,000	8,250	9,400		9,400	113.9%	(400)	104.4%	14,661
	Office Supplies	600	550	3,792		3,792	689.4%	(3,192)	632.0%	6
	Membership/Dues	18,000	16,500	16,304		16,304	98.8%	1,696	90.6%	18,340
	Travel & Meetings	6,000	5,500	6,543		6,543	119.0%	(543)	109.1%	9,131
	Special Events & Awards	1,000	917	438		438	47.7%	562	43.8%	50
	Administrative Services	381	349	349		349	100.0%	32	91.7%	381
	Computer Services Charge	796	730	730		730	100.0%	66	91.7%	796
	City Council Totals:	35,777	32,796	37,991		37,991	115.8%	(2,214)	106.2%	43,366
(City Manager	Salaries & Benefits	555,121	508,861	486,508	23,000	509,509	100.1%	45,612	91.8%	367,742
City Clerk	Contract Services	84,000	77,000	103,269		103,269	134.1%	(19,269)	122.9%	97,097
Personnel)	Supplies & Materials	7,700	7,058	4,601		4,601	65.2%	3,099	59.7%	9,203
	General Expenses	57,500	52,708	60,669		60,669	115.1%	(3,169)	105.5%	28,777
	Reimbursements	30,315	27,789	28,309		28,309	101.9%	2,006	93.4%	30,315
	City Manager Totals:	734,636	673,416	683,356	23,000	706,356	104.9%	28,280	96.2%	533,134
City Attorney	Contract Services	298,000	273,167	299,737	83,407	383,144	140.3%	(85,144)	128.6%	526,876
Legal Services	General Expenses	2,000	1,833	162		162	8.8%	1,838	8.1%	
	Supplies & Materials	-	-	22		22	100.0%	(22)	100.0%	-
	Reimbursements	6,228	5,709	5,709		5,709	100.0%	519	91.7%	6,228
	City Attorney Totals:	306,228	280,709	305,629	83,407	389,037	138.6%	(82,809)	127.0%	533,104
(Finance	Salaries & Benefits	348,040	305,025	305,025	10,292	315,317	103.4%	32,723	90.6%	282,758

Town of Atherton										
General Fund										
Financial Report for the Ten Months Ended May 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY08/09	11/12 of Budget	Actual Jul 08 thru May 09	Accrual	Adj. Actual Jul 08 thru May 09	% of 11/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru May 08
			91.7%							
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
Post Office)	Contract Services	50,000	45,833	32,003		32,003	69.8%	17,997	64.0%	129,381
	Supplies & Materials	11,000	10,083	5,321		5,321	52.8%	5,679	48.4%	2,986
	General Expenses	3,600	3,300	1,512		1,512	45.8%	2,088	42.0%	755
	Rents & Leases		-	590		590	100.0%	(590)	100.0%	-
	Facility & Equipment	7,500	6,875	660		660	9.6%	6,840	8.8%	-
	Reimbursements	19,616	17,981	17,963		17,963	99.9%	1,653	91.6%	19,616
	Finance Totals:	439,756	389,098	363,073	10,292	373,365	96.0%	66,391	84.9%	435,496
(Planning)	Contract Services	283,937	260,276	239,459	18,318	257,777	99.0%	26,160	90.8%	379,657
	Supplies & Materials	-	-	53		53	100.0%	(53)	100.0%	-
	Building Totals:	283,937	260,276	239,512	18,318	257,830	99.1%	26,107	90.8%	379,657
(Building)	Salaries & Benefits	864,441	792,404	706,744	34,347	741,091	93.5%	123,350	85.7%	659,937
	Contract Services	208,900	191,492	161,634	20,000	181,634	94.9%	27,266	86.9%	362,266
	Supplies & Materials	21,000	19,250	16,230		16,230	84.3%	4,770	77.3%	15,689
	General Expenses	10,000	9,167	9,748		9,748	106.3%	252	97.5%	3,392
	Facility & Equipment	1,500	1,375	436		436	31.7%	1,064	29.1%	501
	Reimbursements	48,358	44,328	44,328		44,328	100.0%	4,030	91.7%	115,438
	Building Totals:	1,154,199	1,058,016	939,120	54,347	993,467	93.9%	160,732	86.1%	1,157,224
Non-Dept	Retiree Health Care	97,200	89,100	113,002		113,002	126.8%	(15,802)	116.3%	
	Contract Services	23,745	21,766	1,428		1,428	6.6%	22,318	6.0%	
	Building Totals:	120,945	110,866	114,429		114,429	103.2%	6,516	94.6%	-
Police	Salaries & Benefits	4,092,933	3,751,855	3,628,083	152,438	3,780,521	100.8%	312,412	92.4%	3,601,002
	Contract Services	260,670	238,948	221,624		221,624	92.8%	39,046	85.0%	200,905
	Supplies & Materials	171,002	156,752	124,020		124,020	79.1%	46,982	72.5%	136,514
	General Expenses	103,483	94,859	119,822		119,822	126.3%	(16,339)	115.8%	61,131
	Facility & Equipment	125,156	114,726	65,388		65,388	57.0%	59,768	52.2%	63,077

Town of Atherton										
General Fund										
Financial Report for the Ten Months Ended May 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY08/09	11/12 of Budget	Actual Jul 08 thru May 09	Accrual	Adj. Actual Jul 08 thru May 09	% of 11/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Jul 07 thru May 08
			91.7%							
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Reimbursement	141,886	130,062	130,062		130,062	100.0%	11,824	91.7%	214,935
	Police Totals:	4,895,130	4,487,203	4,288,999	152,438	4,441,437	99.0%	453,693	90.7%	4,277,564
(Public Works & Parks)	Salaries & Benefits	1,463,828	1,341,842	1,312,263	54,974	1,367,237	101.9%	96,591	93.4%	1,195,105
	Contract Services	446,650	409,429	472,766		472,766	115.5%	(26,116)	105.8%	380,134
	Supplies & Materials	95,300	87,358	58,501		58,501	67.0%	36,799	61.4%	62,316
	General Expenses	97,000	88,917	117,955		117,955	132.7%	(20,955)	121.6%	103,696
	Rent & Leases	42,068	38,562	35,531		35,531	92.1%	6,537	84.5%	12,408
	Facility & Equipment	32,500	29,792	3,697		3,697	12.4%	28,803	11.4%	98,510
	Reimbursements	58,705	53,813	53,813		53,813	100.0%	4,892	91.7%	38,835
	Public Works Totals:	2,236,051	2,049,713	2,054,526	54,974	2,109,500	102.9%	126,551	94.3%	1,891,004
	Total Expenditures	10,206,659	9,342,093	9,026,637	396,776	9,423,413	100.9%	783,246	92.3%	9,250,549
	Excess (Deficiency) of Revenues over	(1,161,827)	(1,050,997)	110,597		(286,179)	27.2%	(875,648)	24.6%	302,529
	Beg. Fund Balance	7,882,853				7,882,853				
	Proj. Ending Fund Balance	6,721,026				7,596,674				

Town of Atherton
Financial Report for the Eleven Months Ended May 31, 2009
Expenditure Variance Explanation

A. **City Attorney Department**

With additional appropriation from the City Council, the City Attorney Department is expected to exceed adjusted budget for FY 2008-09 by at least \$100,000.



TOWN OF ATHERTON

Budget Fiscal year 2009-2010

TOWN OF ATHERTON, CA
City Council
June 2009

Jerry Carlson, Mayor
Kathy McKeithen, Vice Mayor
Jim Dobbie, Council Member
Elizabeth Lewis, Council Member
Charles E. Marsala, Council Member

Executive Staff

Jerome D. Gruber, City Manager
Wynne Furth, City Attorney
Eileen Wilkerson, Assistant City Manager/City Clerk
Louise Ho, Finance Director
Duncan Jones, Public Works Director
Glenn Nielsen, Chief of Police
Lisa Costa Sanders, Deputy Planner
Mike Wasmann, Building Official

TOWN OF ATHERTON, CA

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TOWN OF ATHERTON, CA

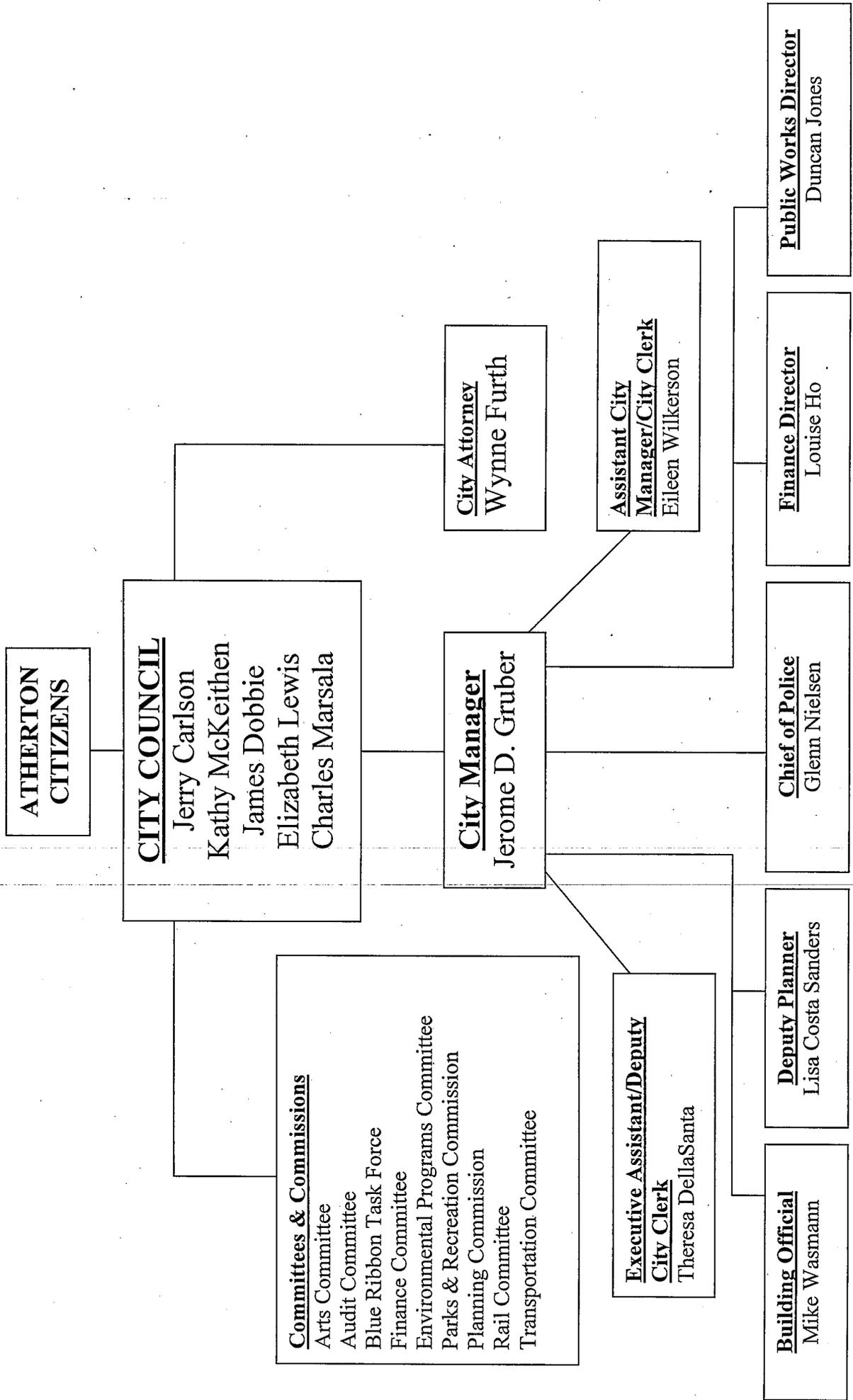
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Budget Transmittal Message to Follow

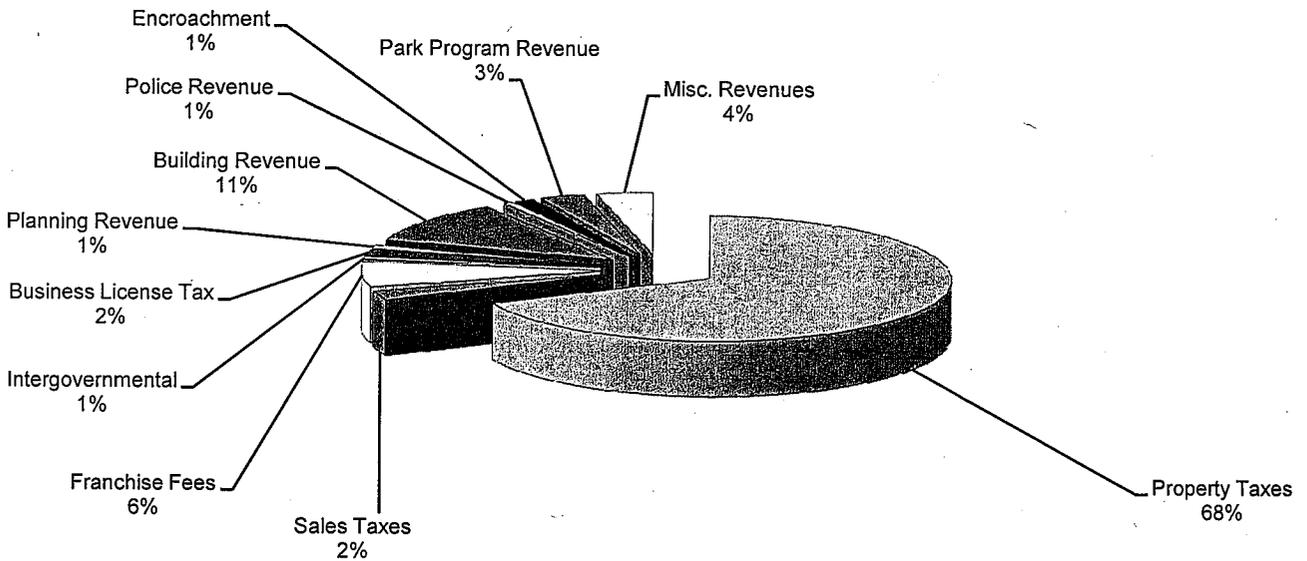
**Town of Atherton
2009-2010 Organizational Chart**



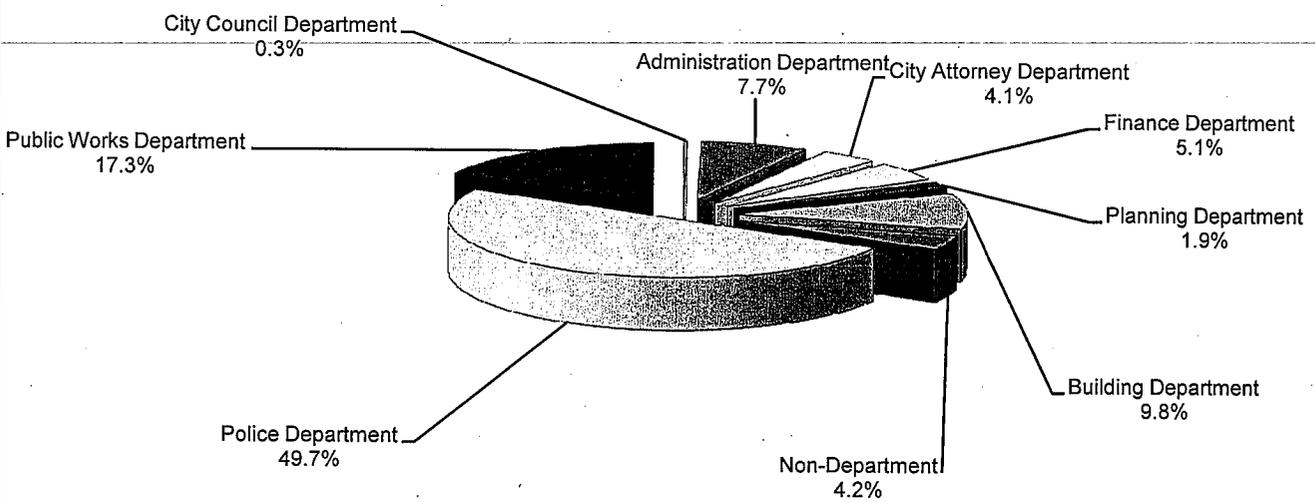
**Town of Atherton
Annual Budget For Fiscal Year
2009-10
Summary by Fund Type and Fund**

Fund #	Fund Name	Projected Fund Balance 06/30/09	Projected Revenues	Projected Expenditure s	Projected Transfer In	Projected Transfer Out	Projected Fund Balance 06/30/10
General Fund							
101	General Fund	6,190,426	9,035,679	10,316,542	780,863	-	5,690,426
Special Revenue Funds							
105	Tennis Fund	25,470	12,600	23,198			14,872
201	Special Tax	1,930,799	1,858,000	2,936,306		780,863	71,630
202	Measure A	31,629	205,000	232,807			3,822
203	Gas Tax	98,574	100,000	198,170			404
209	COPS Grant	13,160	100,000	100,000			13,160
210	Road Impact	768,015	650,000	1,417,736			279
213	Library Fund	4,019,164	645,000	46,888			4,617,276
220	Traffic Congestion (Prop 42)	65,000	60,000	125,000			-
	Total Special Revenue	6,951,811	3,630,600	5,080,105	-	780,863	4,721,443
Capital Project Funds							
401	Capital Improvement	167,513	880,834	944,756			103,591
402	Storm Drainage	36,897					36,897
403	Channel Drainage District	56,548	82,000	137,490			1,058
406	Facilities Construction	1,824,748					1,824,748
	Total Capital Projects	2,085,706	962,834	1,082,246	-	-	1,966,294
Internal Service Funds							
610	Equipment Replacement Fund	338,507	112,192	181,995			268,704
614	Worker's Compensation	104,810	158,420	32,193			231,037
615	General Liability	-	227,437	126,937			100,500
616	Employee Benefits	-	801,936	225,626			576,310
	Total Internal Service	443,317	1,299,985	566,751	-	-	1,176,551
	Total All Funds	15,671,260	14,929,098	17,045,644	780,863	780,863	13,554,714

Where Do General Fund Operating Revenues Come From?



General Fund Expenditures by Department



Town of Atherton									
General Fund 101									
Revenue Budget 2009-2010									
							Increase		
							(Decrease)		
							Over Prior	%	
Acct #	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Year Budget	Change	
	Secured Property Tax	3,875,023	4,187,323	4,299,782	4,299,782	4,540,000	240,218	5.6%	a
	SB813 Redemption (Suppl)	163,184	172,923	150,000	65,000	90,000	25,000	38.5%	
	Excess ERAF	435,194	489,941	468,206	547,368	530,000	(17,368)	-3.2%	
	Unsecured	223,168	249,861	250,000	268,806	250,000	(18,806)	-7.0%	
	Property Transfer Tax	327,373	293,610	250,000	200,000	125,000	(75,000)	-37.5%	
	Prop Tax in Lieu of VLF (motor vehicle)	571,835	603,156	641,300	623,670	625,000	1,330	0.2%	
	Total Property Taxes	5,595,778	5,996,813	6,059,288	6,004,626	6,160,000	155,374	2.6%	
	Sales & Use Tax General	144,794	130,061	115,000	85,000	90,000	5,000	5.9%	
	In Lieu Sales Tax/Trip Flip	-	54,235	54,235	31,235	60,000	28,765	92.1%	
	Prop 172 Sales Tax for Police	69,145	74,163	69,000	54,000	65,000	11,000	20.4%	
	Total Sales Taxes	213,938	258,459	238,235	170,235	215,000	44,765	26.3%	
	Franchise Taxes-PG&E	205,350	214,649	225,000	225,000	220,000	(5,000)	-2.2%	
	Franchise Tax-Cal Water	53,715	73,986	84,000	84,000	73,000	(11,000)	-13.1%	
	Franchise Tax-BFI	159,952	167,454	173,000	173,000	175,000	2,000	1.2%	
	Franchise Taxes-Cable	55,578	104,311	88,000	110,000	102,000	(8,000)	-7.3%	
	Total Franchise Fees	474,595	560,400	570,000	592,000	570,000	(22,000)	-3.7%	
	Homeowners Exemption	31,821	31,582	31,500	31,500	31,500	-	0.0%	
	Motor Veh. Lic Fees (MVLf)	-	-	-	25,000	20,000	(5,000)	-20.0%	
	SB 90 (mandated cost) reimb.	76,236	5,571	-	-	-	-	0.0%	
	Total Intergovernmental	108,057	37,153	31,500	56,500	51,500	(5,000)	-8.8%	
	Business Licenses	425,565	595,292	450,000	161,800	150,000	(11,800)	-7.3%	
	Bus Lic Refund -FY 06/07	-	-	-	(217,100)	-	217,100	-100.0%	b
	Bus Lic Refund -FY 07/08	-	-	-	(462,900)	-	462,900	-100.0%	b
	Bus Lic Refund -FY 08/09	-	-	-	(136,800)	-	136,800	-100.0%	b
	Total Business License Tax	425,565	595,292	450,000	(655,000)	150,000	805,000	-122.9%	
	Home Occupation Permit	4,450	10,270	6,000	3,000	2,500	(500)	-16.7%	
	Zoning & Planning Fees	24,282	38,600	72,000	82,000	75,000	(7,000)	-8.5%	
	Total Planning Revenue	28,732	48,870	78,000	85,000	77,500	(7,500)	-8.8%	
	Building Permit Fee	1,133,124	1,052,397	1,300,000	800,000	600,000	(200,000)	-25.0%	
	Landscape Fee	7,250	7,950	4,000	4,000	-	(4,000)	-100.0%	
	Plan Check Fee	25,800	404,377	365,000	365,000	320,000	(45,000)	-12.3%	
	Grading & Drainage	-	-	-	-	88,500	88,500	100.0%	
	Total Building Revenue	1,166,174	1,464,724	1,669,000	1,169,000	1,008,500	(160,500)	-13.7%	
	Municipal & Vehicle Code Fines	11,955	12,914	41,000	41,000	11,000	(30,000)	-73.2%	
	Other Fines & Forfeiture (County)	12,270	6,252	-	-	8,525	8,525	100.0%	
	DUI Enforcement	-	-	-	-	1,200	1,200	100.0%	
	Alarm Sign Fees	345	930	600	600	600	-	0.0%	
	Vehicle Release	3,200	1,660	1,500	2,500	1,000	(1,500)	-60.0%	
	Police Report	2,920	3,345	3,000	3,000	2,500	(500)	-16.7%	
	Affidavit of Cost	-	-	-	-	2,000	2,000	100.0%	
	Solicitor's Permit	-	-	-	-	400	400	100.0%	
	Special Service Fee	585	4,369	4,500	2,000	525	(1,475)	-73.8%	
	POST Reimb	32,315	8,097	20,000	20,000	8,000	(12,000)	-60.0%	
	CA State 911 Reimb	-	-	54,500	-	-	-	0.0%	
	CALNENA Reimb	-	-	-	-	3,000	3,000	100.0%	
	CLEARs Reimb	-	-	-	-	395	395	100.0%	
	DOJ Grant (vests)	-	-	-	-	1,500	1,500	100.0%	
	Donation K-9	-	-	-	-	14,286	14,286	100.0%	
	React Task Force Reimb	90,523	106,571	140,000	55,820	-	(55,820)	-100.0%	
	Federal SRO Grant	-	64,174	-	-	-	-	0.0%	

Town of Atherton								
General Fund 101								
Revenue Budget 2009-2010								
							Increase	
							(Decrease)	
							Over Prior	%
Acct #	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Year Budget	Change
	Narcotics Task Forces	-	60,437	-	-	-	-	0.0%
	Total Police Revenue	154,114	268,749	265,100	124,920	54,931	(69,989)	-56.0%
	Encroachment	133,115	130,651	110,000	170,000	125,000	(45,000)	-26.5%
	Total DPW Revenue	133,115	130,651	110,000	170,000	125,000	(45,000)	-26.5%
	Social Fees	118,545	336,256	35,000	35,000	60,000	25,000	71.4%
	Meeting Fees	59,506	50,533	65,000	65,000	60,000	(5,000)	-7.7%
	Class Fees	16,000	2,797	16,000	16,000	15,000	(1,000)	-6.3%
	Weddings	-	-	90,000	90,000	140,000	50,000	55.6%
	Misc. Use Fee	-	4,750	-	500	1,400	900	180.0%
	Total Park Program Revenue	194,051	394,335	206,000	206,500	276,400	69,900	33.8%
	Other Licenses & Permit	1,500	1,091	-	500	500	-	0.0%
	Grant	16,799	97,871	40,000	40,000	-	(40,000)	-100.0%
	DOC Grant	-	-	-	-	5,000	5,000	100.0%
	ABAG Grant	-	-	-	-	10,000	10,000	100.0%
	Other Reimbursements	79,382	108,855	60,000	60,000	-	(60,000)	-100.0%
	Interest Income	654,863	80,350	400,000	200,000	150,000	(50,000)	-25.0%
	Cellular One	32,664	37,239	36,000	36,000	36,000	-	0.0%
	Post Office	51,762	51,762	55,000	55,000	51,768	(3,232)	-5.9%
	Property Rental - Playschool	72,000	74,448	75,000	75,000	77,580	2,580	3.4%
	Miscellaneous Income	91,947	44,928	10,000	10,000	10,000	-	0.0%
	Elections Processing Fee	-	-	-	2,000	-	(2,000)	-100.0%
	Document/Research Fee	240	1,138	400	400	-	(400)	-100.0%
	Photocopy Fee	7,378	3,540	4,000	6,000	6,000	-	0.0%
	SMIP Fees	-	-	11,000	-	-	-	0.0%
	Donations/Contributions	2,194	3,985	24,000	36,151	-	(36,151)	-100.0%
	Total Misc. Revenues	1,010,728	505,207	715,400	521,051	346,848	(174,203)	-33.4%
	Total Operating Revenues	9,504,846	10,260,654	10,392,523	8,444,832	9,035,679	590,847	7.0% c
	Expenditures							
	City Council Department	24,089	45,434	37,277	35,777	29,382	(6,395)	-17.9%
	Administration Department	471,694	644,548	737,136	734,636	798,060	63,424	8.6%
	City Attorney Department	448,710	604,016	206,228	306,228	423,000	116,772	38.1%
	Finance Department	434,360	397,315	442,256	439,756	534,584	94,828	21.6%
	Planning Department	124,920	383,214	303,154	283,937	196,257	(87,680)	-30.9%
	Building Department	1,080,519	1,425,663	1,239,099	1,154,199	1,017,047	(137,152)	-11.9%
	Non-Department	-	-	-	120,945	433,477	312,532	258.4%
	Police Department	4,511,585	4,920,505	5,151,586	4,895,130	5,085,310	190,180	3.9%
	Public Works Department (adj)	2,039,119	1,977,735	2,271,151	1,986,051	1,799,426	(186,625)	-9.4%
	Total Operating Expenditures	9,134,996	10,398,430	10,387,887	9,956,659	10,316,542	359,883	3.6% d
	Excess (Deficiency) of Revenues Over Expenditures	369,850	(137,776)	4,636	(1,511,827)	(1,280,863)	230,964	-15.3%
	Other Financing Sources							
	Trsr in from Special Parcel Tax Fund	-	-	-	350,000	780,863	430,863	123.1%
	Use of Reserve Design. for GASB 45	-	-	-	-	500,000	500,000	100.0%
	Transfer in from Gas Tax	-	(See salary allocated to CIP, DPW- Eng Budget 50)	-	-	-	-	-
	Transfer in from GFCIP	-	(See salary allocated to CIP, DPW- Eng Budget 50)	-	-	-	-	-
	Total Transfers In	-	-	-	350,000	1,280,863	930,863	266.0%
	Net Change in Fund Balance	369,850	(137,776)	4,636	(1,161,827)	(0)	1,161,827	-100.0%

Town of Atherton								
City Council Department								
Budget 2009-2010								
							Increase	
							(Decrease)	
							Over Prior	%
Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Year Budget	Change
101-11-3150	Advertising/Publishing			500		2,000	2,000	100.0%
	Bus Meeting & Meals					1,100	1,100	100.0%
3165	Other Contract Services		14,661	9,000	9,000		(9,000)	-100.0%
3260	Office Supplies	77	726	600	600	1,950	1,350	225.0%
3302	Membership/Dues	14,728	18,340	18,000	18,000	8,407	(9,593)	-53.3%
3304	Utilities - Water					625	625	100.0%
3306	Conferences	6,964	10,480	6,000	6,000	5,000	(1,000)	-16.7%
3307	Mileage Reimbursement					1,300	1,300	100.0%
3343	Boards & Commissions	1,052		1,000		2,000	2,000	100.0%
3350	Special Events & Awards	157	50	1,000	1,000	-	(1,000)	-100.0%
3514	Office Equip & Furniture					7,000	7,000	100.0%
3910	Administrative Services	360	381	381	381		(381)	-100.0%
3920	Computer Services Charge	751	796	796	796		(796)	-100.0%
	Total City Council	24,089	45,434	37,277	35,777	29,382	(6,395)	-17.9%

		City Council Dept		
		101-11		
Account No. & Title	Quantity, brief description and justification of items requested			FY 2010 Requested Appropriations
3150	Advertising/Noticing	Advertising one position/appointment, Committee vacancies		2,000
	Bus Meetings & Meals	Meal Meetings estimate 4 per Council Member		1,100
3260	Office Supplies	Business Cards	350	
		Ink cartridges and Paper	1,000	
		Banner for Commissions & Committees Recruitment	600	1,950
3302	Membership/Dues	(HEART) Housing Endowment and Regional Trust of San Mateo to support housing for modest-income families	2,947	
		SF Airport Roundtable	1,500	
		League of CA Cities	3,960	8,407
3304	Utilities - Water	Calwater		625
3306	Conferences	League of CA Cities or other conferences		5,000
3307	Mileage Reimbursement	Reimburse for use of private vehicles for meeting		1,300
3343	Commissions & Committ	Training related expenses for Council approved Commissions and Committees		2,000
3514	Office Equip & Furniture	New Digital Tape Recording System		7,000
Total City Council Dept				29,382

ADMINISTRATION

Administration Department budget reflects the operations of the City Manager and City Clerk and Human Resources. These Departments provide professional leadership in management of the City and the execution of the City Council policies.

CITY MANAGER

The City Manager provides for the efficient and effective administration of the affairs of the Town of Atherton and implements policy directions of the City Council, administers the City's operations, and capital improvement projects. It provides an effective human resources and personnel management system in the areas of personnel selection, classifications, compensation, and labor relations. It is also responsible for creating and monitoring policies to protect City assets from potential loss, promote the safety and well being of City employees; and provides claims management services.

Goals

- To evaluate additional sources of revenue for the Town
- Maintain a responsible legal budget while balancing the need of the community
- Maintain fiscal responsibility while staying within budget
- Support Finance Director on drafting five-year financial plan
- Function as an informational conduit for the renewal of the Parcel Tax
- Stay actively involved with High Speed Rail
- Complete Town classification study for Administration, Police, Public Works, Building, Planning and Parks and make recommendations to the City Council on current and future staffing levels
- Engage and interact more frequently with the Atherton Police operations of the Police Department
- Engage and interact more frequently with the Public Works Director and the overall operations of the Public Works Department
- Engage and interact more frequently with the Deputy City Planner and the overall operations of the Planning Department
- Meet on a weekly basis with Mayor, Vice Mayor and each City Council Member
- Maintain a reasonable response time to residents concerns from the City Manager and all Departments
- Implement Administrative Code Enforcement Policy
- Complete each Department Managers evaluation in a timely manner

- Support Department Managers with their goals and objectives
- Implement Spring Brook financial software
- Establish single source payment center for Public Works, Building, Holbrook-Palmer Park and Planning
- Ensure City Council receives minutes from all Town Commission and Committees in a timely manner
- Support City Council policies
- Work closely with City Attorney on establishing strong legal foundation for the Town while resolving long standing legal matters
- Negotiate contract for refuse and recycling services
- Implement comprehensive fee schedule
- Safeguard Town's financial portfolio with responsible asset management
- Facilitate goals workshop with City Council and Department Managers
- Incorporate Committee and Commissions at the start of the budget process, and assist with their goals and objectives

Objectives

- Facilitate an open flow on information between the City Council, The City Manager, operating Departments, and the public
 - Increase productivity, efficiency, and effectiveness through team building, staff meetings, and training
 - Serve the citizens of Atherton as an information center on matters dealing with City operations and services
 - Publish and distribute a bi-annual Athertonian to Atherton residents
 - Provide regular reports to the City Council on the status of Town projects and on information relative to all City departments
 - Provide annual reports to the City Council on the status of Council goals and various departmental activities
 - Provide Human Resources support to all departments and employees. Promote the safety and well-being of City employees
- Provide risk management and claims administration services to protect Town assets from potential loss

Accomplishments for FY 2008-09

- Investigate long-term financing mechanisms for the Town of Atherton well in advance

- Determine feasibility (political, economic, and operational) of a new or remodeled Atherton Town Center, and implement recommendations from the Feasibility Study
- Pursue options of obtaining Town of Atherton Housing Element State Certification
- Determine feasibility of annexation (commercial and residential) and if feasible, pursue annexation of designated areas
- Recruit and hire Police Chief, Assistant City Manager, Finance Director and Executive Assistant/Deputy City Clerk
- Mentor current and future department heads and staff in order to develop a strong management team that shares the City Manager's philosophy of management while supporting the Goals and Objective of the City Council
- Be responsive to residents of Atherton and their concerns in a timely manner
- Evaluate and implement additional resources to improve communications between Town Hall and residents of Atherton
- Stay informed and involved with regional issues that impact Atherton
- Continue to develop an honest and respectful relationship with the City Council
- Complete Labor negotiations with the Atherton Police Officers Association, Miscellaneous Group and Management Group
- Maintain fiscal responsibility by adhering to the FY2008-09 budget
- Be a strong leader with emphasis on restoring a sense of pride and professionalism to the Town of Atherton and to the position of City Manager
- Support all Department Managers in achieving their goals and objectives

CITY CLERK

The City Clerk provides for the maintenance of the complete and accurate records of the City Council proceedings, the maintenance of the official City files, and conducts municipal elections in accordance with California State Governmental Codes.

Objectives

- Prepare Agendas for all City Council meetings
- Prepare minutes for all City Council meetings
- Insure that all staff reports are distributed to the City Council by the Friday afternoon prior to the Wednesday City Council meetings
- Provide assistance to the City Council, citizens and staff
- Conduct City elections in accordance with local and State laws
- Update the Town Municipal code to reflect new and revised ordinances

- Prepare, distribute and process all necessary Fair Political Practices and Conflict of Interest forms. Serve as filing Officer for the Fair Political Practices Commission
- Insure compliance with AB 1234 Ethics Training requirements
- Insure compliance with Town Election Campaign Finance Limitations
- Continue Certification for City Clerk and become Certified Municipal Clerk through California City Clerks Association trainings
- Maintain all permanent City records
- Record all official City documents
- Maintain appointment log for Town Committees and Commissions
- Maintain Town sea

Staff Resources

▪ City Manager	1.0
▪ Assistant City Manager	1.0
▪ Executive Assistant/Deputy City Clerk	1.0
▪ Office Specialist	<u>1.0</u>
	4.0

Town of Atherton								
Administration Department								
Budget 2009-2010								
				Adopted	Adjusted	Requested	(Decrease)	
Account	Description	Actual	Actual	Budget	Budget	Budget	Over Prior	%
		2006-07	2007-08	2008-09	2008-09	2009-10	Year Budget	Change
101-12-3001	Regular Salaries	259,923	270,079	329,512	329,512	453,964	124,452	37.8%
3002	Part-Time Permanent			75,000	75,000		(75,000)	-100.0%
3005	Temporary Help	54,422	52,815				-	0.0%
3006	Overtime	150	428			5,000	5,000	100.0%
3020	Medicare Tax	4,703	4,729	4,778	4,778	6,582	1,804	37.8%
3025	Social Security Tax	3,298	3,274				-	0.0%
3030	PERS Retire Contrib- ER	57,054	40,156	64,585	64,585	59,483	(5,102)	-7.9%
	PERS Retire Contrib- EE					31,777	31,777	100.0%
3035	Deferred Compensation	4,908	658			-	-	0.0%
3042	Health Insurance	13,547	20,326	59,303	59,303	46,442	(12,861)	-21.7%
3043	Retiree Healthcare					91,898	91,898	100.0%
3044	Dental Insurance	2,407	1,956	5,230	5,230	6,778	1,548	29.6%
3045	Vision Insurance	382	269	1,211	1,211	636	(575)	-47.4%
3050	Workers' Compensation	580	426	3,556	3,556	754	(2,802)	-78.8%
3051	Life & ADD Insurance	1,400	693	1,817	1,817	890	(927)	-51.0%
3052	LTD Insurance	3,639	2,265	5,329	5,329	2,663	(2,666)	-50.0%
3053	Unemployment Insurance					4,540	4,540	100.0%
3061	Auto Allowance	4,616	3,138	4,800	4,800	4,800	-	0.0%
3070	Educational Reimbursement					1,000	1,000	100.0%
	EE Benefits Earned					4,540	4,540	100.0%
	Total Salaries & Benefits	411,028	401,214	555,121	555,121	721,747	166,626	30.0%
	Recruitment Costs					1,000	1,000	100.0%
3104	Labor Relation Services					14,000	14,000	100.0%
3111	Repair Machinery & Equip					4,800	4,800	100.0%
3122	Facility Repair		128	10,000	10,000	-	(10,000)	-100.0%
3150	Advertising - Noticing	12,221	40,483	10,000		2,500	2,500	100.0%
3151	Training and Workshops	125	3,390	2,500	2,500	5,668	3,168	126.7%
3165	Other Contract Services	(698)	116,799	32,000	42,000		(42,000)	-100.0%
3169	Disaster Preparedness			10,000	10,000		(10,000)	-100.0%
3170	Human Resources Services	1,657	2,974	22,000	22,000		(22,000)	-100.0%
3201	Office Supplies	5,280	5,713	5,200	5,200	3,000	(2,200)	-42.3%
3202	Subscriptions	197	208			800	800	100.0%
3302	Memberships & Dues	9,900	8,761	6,000	6,000	15,280	9,280	154.7%
	External Printing Services					12,000	12,000	100.0%
3303	Postage					1,000	1,000	100.0%
3304	Utilities - Electricity					6,000	6,000	100.0%
	Utilities - Gas					650	650	100.0%
	Utilities - Water					485	485	100.0%
3305	Utilities - Telephone	585	23,000	17,000	17,000	600	(16,400)	-96.5%
3306	Conferences	2,349	2,828	12,500	10,000	2,000	(8,000)	-80.0%
	Business Meetings & Meals					1,230	1,230	100.0%
3350	Special Events & Awards	486	8,358	9,500	9,500	1,800	(7,700)	-81.1%
3351	Election Expense	(837)	362	15,000	15,000	-	(15,000)	-100.0%
3513	Computer Equipment					3,000	3,000	100.0%
3514	Office Equip & Furn					500	500	100.0%
3910	Administrative Services	22,224	22,912	22,912	22,912		(22,912)	-100.0%
3920	Computer Services	7,179	7,418	7,403	7,403		(7,403)	-100.0%

Town of Atherton								
Administration Department								
Budget 2009-2010								
				Adopted	Adjusted	Requested	(Decrease)	
Account	Description	Actual	Actual	Budget	Budget	Budget	Over Prior	%
		2006-07	2007-08	2008-09	2008-09	2009-10	Year Budget	Change
	Total Operations	60,667	243,334	182,015	179,515	76,313	(103,202)	-57.5%
	Total Admin Dept	471,694	644,548	737,136	734,636	798,060	63,424	8.6%

		Administration		
		101-12		
				FY 2010
Account No.	& Title	Quantity, brief description and justification		Requested
		of items requested		Appropriations
3001	Salaries	Administration salaries (\$51,768 reimbursed by Post Office)		453,964
3006	Overtime	Deputy City Clerk Council & Committee Meetings, Office Specialist Committee Meetings		5,000
3020	Medicare Tax	Employees hired after April 1986 pay 1.45% of earnings		6,582
3030	Pers Retire Contrb- ER	Employer contribution for employee pension		59,483
	Pers Retire Contrb- EE	Employee contribution paid for by the employer		31,777
3042	Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross		46,442
3043	Retiree Healthcare	Medical coverage for 5 retirees	35,982	
		GASB 45 annual required contribution (84% funding)	55,916	91,898
3044	Dental Insurance	Teamster Dental Plan premium		6,778
3045	Vision Insurance	Vision Service Plan premium		636
3050	Workers Compensation	Workers Comp charged to Department		754
3051	Life & ADD Insurance	Premium to the Cities Group		890
3052	LTD Insurance	Long-term disability premium to The Cities Group		2,663
3053	Unemployment Insuran	Self-funded un employment based on 1% of salaries		4,540
3061	Auto Allowance	Allowance of \$400 per month for City Manager		4,800
3070	Educational Reimburse	Per Teamster MOU		1,000
	EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		4,540
Total Salaries & Benefits				721,747
	Recruitment Costs	Fingerprints, job posting, oral panel working lunch		1,000
3104	Labor Relations Svs	IEDA	12,000	
		SCERS 70th % - APOA 9/2010	2,000	14,000
3111	Equip Repair & Maint	Misc. repairs of equipment	1,000	
		Maint agreement for copier	2,000	
		Copier overcharge	1,800	4,800
3150	Advertising - Noticing	City Clerk Public Noticing, etc.		2,500

		Administration		
		101-12		
				FY 2010
Account No.	& Title	Quantity, brief description and justification	of items requested	Requested Appropriations
3151	Training & Workshops	City Clerk - Nuts & Bolts	500	
		SMCERC - City Manager & ACM	168	
		Town wide Policy Training 2/year (HR compliance)	5,000	5,668
3201	Office Supplies	Pens, paper, minute books, binders, water	1,000	
		File materials for records retention and destruction	2,000	3,000
3202	Subscriptions	City Manager Library	200	
		Newspapers, Magazines	200	
		Employment Law Posters	400	800
3302	Memberships & Dues	CalOpps - recruitment	1,500	
		SCERS - negotiations	6,950	
		SMCERC - training and legal counsel	4,500	
		City Clerk - CCAC	80	
		San Mateo County City Manager's Association	250	
		ICMA - City Manager	1,160	
		MMANC - CM & ACM	130	
		CalPELRA - HR - negotiations and employment law	350	
		IPMA-HR (1-staff) - employment law	360	15,280
	Printing - Extl Servs	Athertonian 2/annually includes graphics Jan/June		12,000
3303	Postage	Athertonian mailing USPS BRM Permit #26		1,000
3304	Utilities - Electricity	Admin Office		6,000
	Utilities - Gas	ABAG gas		650
	Utilities - Water	Cal water for admin office		485
3305	Utilities - Telephone	Modem - City Manager. See Non-Dept for phone expense to be allocated		600
3306	Conferences	CM - League of CA Cities Annual (2)		2,000
	Bus Meetings & Meals	CM Breakfast CA Cities	30	
		City Manager various meetings	1,200	1,230
3350	Special Events & Award	Employee of Quarter	800	
		Town Pens, pins, recognition certificates and frames	500	
		Staff Appreciation - City Manager	500	1,800
3351	Election Expense	See Non-Dept for the cost		-
3513	Computer Equipment	Replacement of old computers		3,000

		Administration		
		101-12		
				FY 2010
	Account No.	Quantity, brief description and justification		Requested
	& Title	of items requested		Appropriations
3514	Office Equip & Furn	ID Cards for employees		500
			Total Operations	76,313
			Total Admin Dept	798,060

Salaries for Administration Department														
FY 2010														
Job Class	Step @ 6/30/09	Salary @ 6/30/09	2010 Salary	0.13103 Employer PERS	0.07 Employee PERS	0.0145 Medicare	Medical	Dental	Vision	LTD	Life & ADD	Worker's Comp	Auto Allow	Total
City Manager	N/A	145,000	160,000	20,965	11,200	2,320	18,896	1,716	174	821	330	266	4,800	221,488
Assistant City Manager	D	159,551	159,551	20,906	11,169	2,313	-	1,716	174	821	330	265		197,245
Executive Assistant/Deputy City Clerk	A	69,762	73,251	9,598	5,128	1,062	14,126	1,716	174	557	114	122		105,848
Office Specialist	C	58,250	61,162	8,014	4,281	887	13,420	1,630	114	465	114	102		90,190
Office Assistant (.75) *	position frozen													
Total Admin Dept	FTE 4	432,562	453,964	59,483	31,777	6,582	46,442	6,778	636	2,663	890	754	4,800	614,770
Note:														
Salaries are projected at one step higher than the employee is currently.														

Town of Atherton		
Administration Department		
Budget 2009-2010		
	Supplemental Budget Request	
<u>Description</u>		
Website Upgrade	10,000	
Telephone System Upgrade	40,000	
Total	50,000	(defer)

Town of Atherton									
City Attorney Department									
Budget 2009-2010									
							Increase		
							(Decrease)		
Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Over Prior Year Budget	% Change	
101-16-3102	City Attorney - Retainer	100,575	101,500	108,000	108,000	132,000	24,000	22.2%	
	City Attorney - Planning					48,000	48,000	100.0%	
	City Attorney - Building					27,500		100.0%	
	City Attorney - DPW Eng					15,000		100.0%	
	City Attorney - Other Services					200,500	200,500	100.0%	
3103	Attorney - Other Legal	232,033	304,647	25,000	125,000		(125,000)	-100.0%	
	Labor Relations Service	260	3,081	15,000	15,000	-	(15,000)	-100.0%	
	Litigation Services	93,087	118,079	50,000	50,000		(50,000)	-100.0%	
	Other Contract Services		60,481				-	0.0%	
	Facility Repair	15,100					-	0.0%	
	Membership/Dues			500	500		(500)	-100.0%	
	Travel & Meetings	1,779		500	500		(500)	-100.0%	
	Liability Claims		10,000	1,000	1,000		(1,000)	-100.0%	
	Administrative Services	2,489	2,638	2,638	2,638		(2,638)	-100.0%	
	Computer Service Charge	3,387	3,590	3,590	3,590		(3,590)	-100.0%	
	Total City Attorney	448,710	604,016	206,228	306,228	423,000	74,272	24.3%	

	City Attorney Department	
	101-16	
		FY 2010
Account No. & Title	Quantity, brief description and justification of items requested	Requested Appropriations
City Attorney - Retainer	Monthly retainer to McDonough Holland & Allen	132,000
City Attorney - Planning	Development project review and legal support	48,000
City Attorney - Building	Development project review and legal support	27,500
City Attorney - DPW Eng	Legal support to DPW- Engineering Dept	15,000
City Attorney - Other Services	Litigation and other services	200,500
Labor Relations Service	See Administration Dept for the cost	-
	Total City Attorney Dept	423,000

FINANCE DEPARTMENT

The Finance Department is responsible for administering the financial affairs of the Town. Financial Administration consists of:

- accounting for the collection and disbursement of all moneys
- investing idle funds
- budgetary management

Typical functions include:

- maintaining general ledgers on all funds
- preparing and monitoring operating budget
- processing payroll
- processing bills for payment
- billing and collecting various Town revenues, including business license taxes
- preparing monthly financial report and annual audit report

Goals

1. Complete a Five-Year Financial Forecast for the Town's General Fund.
2. Work with Audit Committee to issue FY 2008-09 audit report by December 21, 2009.
3. Finalize the Town User Fee Study and assist final fee recommendations and implementation after City Council approval.
4. Implement the Town's new Purchasing Policy after City Council approval.
5. Complete the implementation of Springbrook financial software.
6. Train and promote staff professional development.

Accomplishment for FY 2008-09

- Prepared and assisted in the detail line-item FY 2009-10 operating and capital budgets.
- Cleaned up and reconciled accounts to enable the issuance of FY 2007-08 audit report.
- Issued Request for Proposal resulting in the selection of a new audit firm, a consulting firm to prepare cost allocation plan, fully burdened staff hourly labor rates, and comprehensive fee study, a new bank, and an investment advisory firm.
- Worked with existing financial software firm to create and improve financial reports.
- Selected a new financial software to improve efficiency and effectiveness.
- Redesigned the Town's business license application form.
- Developed a fund balance policy for the Town's General Fund.
- Developed a capital asset policy.
- Drafted a new purchasing policy.
- Provided support to City Council, Finance Committee, Audit Committee, and City Departments.
- Developed procedures for handling business license tax refund.
- Corrected prior years GANN Limit calculation.
- Verified vehicles ownership with title document.

- Addressed weakness in internal control.
- Hired an Accountant.
- Worked to create a new chart of accounts.
- Completed the GASB 45 Study for unfunded retiree health-care costs
- Prepared Investment Policy.

STAFF RESOURCES

Finance Director	1.0
Accountant	1.0
Finance Assistant	<u>0.6</u>
Total	2.6

Town of Atherton								
Finance Department								
Budget 2009-2010								
			Adopted	Adjusted	Projected	(Decrease)		
Account	Description	Actual	Actual	Budget	Budget	Budget	Over Prior	%
		2006-07	2007-08	2008-09	2008-09	2009-10	Year Budget	Change
101-18-3001	Regular Salaries	204,100	190,346	219,621	219,621	261,601	41,980	19.1%
3002	Part-Time Permanent Salaries	4,299	4,144		-	-	-	0.0%
3005	Temporary Help	45,892	23,924	10,500	10,500	-	(10,500)	-100.0%
3006	Overtime	691			-	-	-	0.0%
3020	Medicare	3,696	3,143	4,139	4,139	3,793	(346)	-8.4%
3025	Social Security Tax	2,881	1,484		-	-	-	0.0%
3030	PERS Retire Contrib- ER	41,747	38,451	58,358	58,358	34,278	(24,080)	-41.3%
	PERS Retire Contrib- EE				-	18,312	18,312	100.0%
3042	Health Insurance	11,251	14,764	40,034	40,034	48,279	8,245	20.6%
3043	Retiree Health				-	34,434	34,434	100.0%
3044	Dental Insurance	2,650	2,530	4,263	4,263	4,462	199	4.7%
3045	Vision Insurance	350	278	895	895	674	(221)	-24.7%
3050	Workers' Compensation	1,482	349	3,631	3,631	434	(3,197)	-88.0%
3051	Life & ADD Insurance	642	525	1,982	1,982	406	(1,576)	-79.5%
3052	LTD Insurance	2,929	2,848	4,617	4,617	1,621	(2,996)	-64.9%
3053	Unemployment Insurance					2,616	2,616	100.0%
	EE Benefits Earned					2,616	2,616	100.0%
	Total Salaries & Benefits	322,611	282,786	348,040	348,040	413,524	65,484	18.8%
		-	-					
3101	Audit & Financial	49,937	74,301	40,000	40,000	42,057	2,057	4.9%
	Technical Services					24,584	24,584	100.0%
3111	Repair Machinery & Equip					1,000	1,000	100.0%
	External Printing Service					3,000	3,000	100.0%
3151	Training and Workshops	3,598	444	6,000	6,000	5,084	(916)	-18.0%
3165	Other Contract Services	21,767	16,404	10,000	10,000	14,480	4,480	-100.0%
3201	Office Supplies	6,032	1,757	3,000	3,000	3,000	-	0.0%
3202	Subscriptions	3,359	1,225	2,000	2,000	750	(1,250)	-166.7%
3231	Misc. Computer Parts	379				500	500	100.0%
3302	Memberships & Dues	763	270	800	800	1,205	405	33.6%
3303	Postage	2	32			-	-	0.0%
3305	Utilities - Telephone	1,913	250	2,000	2,000	-	(2,000)	-100.0%
3306	Conferences	801	229	800	800	1,300	500	38.5%
3307	Mileage Reimbursement					600	600	100.0%
3315	Banking Services					10,500	10,500	100.0%
3513	Computer Equipment	57			-	3,000	3,000	100.0%
3514	Office Machines & Furniture	989		10,000	7,500		(7,500)	-100.0%
3910	Administrative Services	19,025	19,616	19,616	19,616		(19,616)	-100.0%
3920	Trsfr to Computer Services Fd	3127			-		-	0.0%
3930	Trsfr to Equip Replace Fund					10,000.0	10,000	100.0%
	Total Operations	111,749	114,529	94,216	91,716	121,060	29,344	32.0%
	Total Finance Dept	434,360	397,315	442,256	439,756	534,584	94,828	21.6%

		Finance		
		101-18		
				FY 2010
	Account No. & Title	Quantity, brief description and justification of items requested		Requested Appropriations
3001	Salaries	Salaries for 2.6 finance staff		261,601
3020	Medicare Tax	Employees hired after April 1986 pay 1.45% of earnings		3,793
3030	Pers Retire Contrb- ER	Employer contribution for employee pension		34,278
	Pers Retire Contrb- EE	Employee contribution paid for by the employer		18,312
3042	Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross		48,279
3043	Retiree Healthcare	Medical coverage for 1 retiree	6,037	
		GASB 45 annual required contribution (84% funding)	28,396	34,434
3044	Dental Insurance	Teamster Dental Plan premium		4,462
3045	Vision Insurance	Vision Service Plan premium		674
3050	Workers Compensation	Workers Comp charged to Department		434
3051	Life & ADD Insurance	Premium to the Cities Group		406
3052	LTD Insurance	Long-term disability premium to The Cities Group		1,621
3053	Unemployment Insuran	Self-funded un employment based on 1% of salaries		2,616
	EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		2,616
		Total Salaries & Benefits		413,524
3101	Audit & Financial	FY 2009 Audit (40% of total for final field work)	12,140	
		FY 2010 Audit (60% of total for interim work)	24,567	
		FY 2009 State Controller Report - Town	5,350	42,057
	Technical Service	Springbrook annual maintenance fee	10,455	
		Harris (Wintegrate) software support for 7 months	14,129	24,584
3111	Equip Maint	misc repair for office equip and laser printers		1,000
	Printing - Extl Servs	FY 2009 financial report, form 1099, w-2s		3,000
3151	Training & Workshops	Springbrook Client Conference - Finance Director	1,000	
		CalPERS Educational Forum - Finance Director	1,000	
		GFOA, CSMFO, payroll tax trainings for finance staff	3,000	
		SMCERC	84	5,084
3165	Other Contract Services	Investment advisory service	12,000	
		State mandated cost (SB90) claiming service	2,480	14,480

		Finance		
		101-18		
	Account No. & Title	Quantity, brief description and justification of items requested		FY 2010 Requested Appropriations
3201	Office Supplies	Binders, storage boxes, ink cartridges, budget book supplies		3,000
3202	Subscriptions	For Wall Street Journal, GASB, GFOA books		750
3231	Misc Comp Part & Supp	Keyboard tray, mouse, ups, misc. software		500
3302	Memberships & Dues	GFOA, CSMFO, CMTA, PERS PAC, CMRTA	560	
		Springbrook National User Group	50	
		State Board of Accountancy CPA license renewal	200	
		California Society of CPA	395	1,205
3305	Utilities - Telephone	See Non-dept for the cost to be allocated		-
3306	Conferences	CSMFO Annual Conference - Finance Director	1,000	
		CSMFO/CMTA joint lunch meetings - Finance Director	300	1,300
3307	Mileage Reimburse	Use of private vehicles for training & meeting		600
3315	Banking Services	Account analysis fees	6,000	
		A/P and payroll check stock	1,000	
		Scanner for desktop deposit and credit card	1,500	
		Armored car service	2,000	10,500
3513	Computer Equipment	Replacement of old computers		3,000
3930	Trsfr to Equip Replace Fd	For future financial system upgrade		10,000
		Total Operations		121,060
		Total Finance Dept		534,584

Salaries for Finance Department													
FY 2010													
Job Class	Step @ 6/30/09	Salary @ 6/30/09	2010 Salary	Employer PERS	Employee PERS	Medicare	Medical	Dental	Vision	LTD	Life & ADD	Workers' Comp	Total
Finance Director	D	156,334	156,334	20,484	10,943	2,267	18,896	1,716	174	821	222	260	212,118
Asst Finance Director	C	105,757	-	-	-	-	-	-	-	-	-	-	-
Accountant	B	-	65,833	8,626	4,608	955	18,364	1,716	312	500	114	109	101,139
Finance Assistant (.6)	D	39,434	39,434	5,167	2,760	572	11,019	1,030	187	300	69	65	60,602
Total Finance Dept	FTE 2.6	301,525	261,601	34,278	18,312	3,793	48,279	4,462	674	1,621	406	434	373,858
Note:													
Salaries are projected at one step higher than the employee is currently.													

PLANNING

The Planning Department advises the General Plan Committee, Planning Commission and City Council on Planning related items. The Planning Department maintains the zoning code, zoning plan and general plan. Planning Staff responds to public inquiries, processes staff reports and reviews development plans for compliance with the zoning code and general plan. Planning Staff also reviews projects for compliance with the Subdivision Map Act and the California Environmental Quality Act.

Goals

- Obtain State Certification on the Housing Element.
- Adopt an update to the General Plan to address compliance with State law requirements
- Adopt the Zoning Code Update and prepare informational handouts
- Work on evaluating Sustainable Building practices
- Work on revisions to the Historic Artifact Ordinance
- Expand the planning section on the web site
- Implement cost recovery fees and a planning review process

Accomplishment for FY 2008-09

- Worked with a consultant on the Zoning Code Update. Completed public workshops and review by the General Plan Committee and Planning Commission.
- Drafted the Housing Element; conducted a public workshop and review by the General Plan Committee.

Town of Atherton								
CDD Planning								
Budget 2009-2010								
							Increase	
				Adopted	Adjusted	Requested	(Decrease)	
		Actual	Actual	Budget	Budget	Budget	Over Prior	%
Account	Description	2006-07	2007-08	2008-09	2008-09	2009-10	Year Budget	Change
101-20-3108	Contract Planner	95,780	282,146	182,554	182,554	177,077	(5,477)	-3.0%
3114	Zoning Code Update		80,417	6,000	11,783		(11,783)	-100.0%
3115	General Plan Update			7,500	7,500	4,900	(2,600)	-34.7%
3116	Housing Element		912	72,100	72,100	7,350	(64,750)	-89.8%
3117	Historical Artifacts		7,090	20,000	-	-	-	0.0%
3150	Advertising/Noticing		448	10,000	5,000	2,000	(3,000)	-60.0%
3162	Plan Review			5,000	5,000		(5,000)	-100.0%
3165	Other Contract Services	29,141	12,016				-	0.0%
	Printing - External Service				-	2,500	2,500	100.0%
3201	Office Supplies					2,000	2,000	100.0%
3303	Postage		185				-	0.0%
	Utilities - Electricity					230	230	100.0%
	Utilities - Gas					150	150	100.0%
	Utilities - Water					50	50	100.0%
	Total Planning	124,920	383,214	303,154	283,937	196,257	(87,680)	-30.9%

		Planning		
		101-20		
				FY 2010
Account No. & Title	Quantity, brief description and justification of items requested			Requested Appropriations
3108	Contract Planner Svs	Neal Martin & Associates services. Town Planner: +/- 16 hours/month; Deputy Townn Planner: +/- 80 hours per month; Assistant Planner: +/- 67 hours per month		177,077
3115	General Plan Update	Carry-over budget from FY 08/09 to complete project - Neal Martin		4,900
3116	Housing Element	Respond and revise housing element based on State comments; conduct public hearing for final adoption - Neal Martin		4,150
		Housing Element assistance - Goldfarb & Lipman		3,200
				7,350
3117	Historical Artif Ordinance	Work to be done by in-house staff		-
3150	Advertising - Noticing	Newspaper publication of legal notices		2,000
	Printing - Extl. Service	Printing and copying done outside including printing Zoning Ordinance		2,500
3201	Office Supplies	paper, pens, etc.		2,000
3304	Utilities - Electricity	PG&E		230
	Utilities - Gas	ABAG gas		150
	Utilities - Water	Cal water		50
			Total Planning	196,257

Building Department

The Building Department is responsible for the inspection of all privately funded construction within the Town to ensure the health, safety, and welfare of the community. The Building Inspection Program consists of 1) checking building plans for consistency with local and state codes, and 2) inspecting the construction for compliance with those plans and acceptable construction practices.

Goals

- Establish Green Building Program.
- Implement new Master Fee Schedule.
- Improve timely responses to residents and the building community.
- Continue to update and improve existing documents and handouts.
- Improve customer service and staff workflow by revising the permit and plan review process.
- Complete evaluations on all department employees in a timely and accurate manner.
- Support the Finance Department in implementing a single source payment center for the Town.

Accomplishments for Fiscal Year 2008-09

- Filled the Senior Building Inspector/Plan Reviewer position
- Implemented new counter hours at the Permit Center
- Completed ninety-five percent of the Zoning Code update
- Hired new Building Inspector/Plan Reviewer
- Created a written "Plan Review Procedure" to ensure consistency & efficiency of the department
- Updated several of the various handouts and created several more new handouts
- Created new departmental Policies & Procedures to be added to the Procedures Manual

Staff Resources

Building Official	1.0
Senior Building Inspector/Plan Reviewer	1.0
Building Inspector/Plan Reviewer	2.0
Permit Technician	1.0
Town Arborist	1.0
Office Specialist	1.0

Town of Atherton								
Building Department								
Budget 2009-2010								
							Increase	
				Adopted	Adjusted	Requested	(Decrease)	
Account	Description	Actual	Actual	Budget	Budget	Budget	Over Prior	%
		2006-07	2007-08	2008-09	2008-09	2009-10	Year Budget	Change
101-25-3001	Regular Salaries	369,165	472,102	590,841	590,841	597,738	6,897	1.2%
3005	Temporary Help	62,811	4,905				-	0.0%
3006	Overtime	50	-				-	0.0%
3020	Medicare	6,409	7,040	8,567	8,567	8,667	100	1.2%
3025	Social Security Tax	3,886	309				-	0.0%
3030	PER Retire Contrb- ER	75,328	96,765	121,105	121,105	78,322	(42,783)	-35.3%
	PERS Retire Contrb- EE					41,842	41,842	100.0%
3042	Health Insurance	37,344	65,769	71,128	71,128	83,686	12,558	17.7%
3043	Retiree Healthcare					74,878	74,878	100.0%
3044	Dental Insurance	5,768	7,171	10,079	10,079	11,497	1,418	14.1%
3045	Vision Insurance	1,050	1,211	1,531	1,531	1,413	(118)	-7.7%
3050	Workers' Compensation	16,814	18,907	30,061	30,061	25,454	(4,607)	-15.3%
3051	Life & ADD Insurance	966	1,265	2,073	2,073	909	(1,164)	-56.1%
3052	LTD Insurance	5,984	7,668	9,556	9,556	4,282	(5,274)	-55.2%
3053	Unemployment Insurance					5,977	5,977	100.0%
3060	Uniforms					600	600	100.0%
3061	Auto Allowance	11,664	10,800	19,500	19,500	15,900	(3,600)	-18.5%
	EE Benefits Earned					5,977	5,977	100.0%
	Total Salaries & Benefits	597,238	693,910	864,441	864,441	957,142	92,701	10.7%
	Technical Service					8,000	8,000	100.0%
3102	City Attorney Retainer	2,131					-	0.0%
3108	Contract Planner	24,837					-	0.0%
3109	Plan Reviewer	63,759	31,885				-	0.0%
3110	Vehicle Repair & Maint					600	600	100.0%
3111	Equip Repair & Maint	2,430	900	2,000	2,000	2,000	-	0.0%
3124	Custodial Services	2,283	2,359	2,500	2,500		(2,500)	-100.0%
3150	Advertising/Publishing	90					-	0.0%
3151	Training & Workshop					5,640	5,640	100.0%
3162	Plan Review			100,000	59,000	-	(59,000)	-100.0%
3163	Code Enforcement	53,818	67,080	53,000	46,100	-	(46,100)	-100.0%
3165	Other Contract Services	270,336	538,463	25,000	15,000		(15,000)	-100.0%
3166	Environment Programs		19,581	29,900	29,900		(29,900)	-100.0%
3167	Building Inspection			54,400	54,400		(54,400)	-100.0%
3171	Environ Report Service			5,000	-		-	0.0%
3201	Office Supplies	8,269	12,484	16,000	6,000	6,000	-	0.0%
3202	Subscriptions					905	905	100.0%
3203	Microfilms	3,826	4,543	5,000	5,000	7,500	2,500	50.0%
3210	Safety Supplies & Mats	180	1,759	12,000	5,000	5,785	785	15.7%
3230	Computer Software		143				-	0.0%
3252	Oil & Gasoline					600	600	100.0%
3260	Recycling			5,000	5,000		(5,000)	-100.0%
3302	Memberships & Dues	360	590	6,100	6,100	2,145	(3,955)	-64.8%
3304	Utilities - Electricity	739	1,013	900	900	1,380	480	53.3%
	Utilities - Gas					900	900	100.0%
	Utilities - Water					300	300	100.0%
3305	Communication	3,039	1,919	2,000	2,000	1,650	(350)	-17.5%
3306	Conferences	280	177	2,000	1,000	2,000	1,000	100.0%
3513	Computer Equipment					2,500	2,500	100.0%
3514	Office Equip & Furniture	-	501	5,500	1,500	2,000	500	33.3%
3910	Administrative Services	37,184	38,337	38,337	38,337		(38,337)	-100.0%

Town of Atherton								
Building Department								
Budget 2009-2010								
				Adopted	Adjusted	Requested	Increase	
		Actual	Actual	Budget	Budget	Budget	(Decrease)	
Account	Description	2006-07	2007-08	2008-09	2008-09	2009-10	Over Prior	%
3920	Trsfr to Computer Service	9,719	10,021	10,021	10,021		(10,021)	-100.0%
3930	Trsfr to Equip Replace Fd					10,000	10,000	100.0%
	Total Operations	483,280	731,753	374,658	289,758	59,905	(229,853)	-79.3%
	Total Building	1,080,519	1,425,663	1,239,099	1,154,199	1,017,047	(137,152)	-11.9%

Building Department			
101-25			
Account No. & Title	Quantity, brief description and justification of items requested		FY 2010 Requested Appropriations
3001	Regular Salaries	Salaries for building dept staff	597,738
3020	Medicare Tax	Medicare is paid on all salaries at a rate of 1.45%	8,667
3030	Pers Empl'er Contr	Employer contribution for employee pension	78,322
	Pers Employee Contr	Employee contribution paid for by the employer	41,842
3042	Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross	83,686
3043	Retiree Healthcare	Medical coverage for 1 retiree	5,196
		GASB 45 annual required contribution (84% funding)	69,681
			74,878
3044	Dental Insurance	Teamster Dental Plan premium	11,497
3045	Vision Insurance	Vision Service Plan premium	1,413
3050	Workers Compensation	Workers Comp charged to Department	25,454
3051	Life & ADD Insurance	Premium to the Cities Group	909
3052	LTD Insurance	Long-term disability premium to The Cities Group	4,282
3053	Unemployment Insur	Self-funded unemployment based on 1% of salaries	5,977
3060	Uniforms	Safety shoes/ boots for inspectors	600
3061	Auto Allowance	For Building Official & Building Inspectors	15,900
	EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay	5,977
		Total Salaries and Benefits	957,142
	Technical Service	CRW annual maintenance fee	8,000
3110	Vehicle Maint	Arborist pickup	600
3111	Equipment Maint	Copier and micro film machine	2,000
3124	Custodial Services	See DPW Building Maint Dept cost to be allocated	-
3151	Training & Workshop	IAPMO Meetings	720
		CALBIG Meetings	720
		CALBO Safety Week	1,500
		Various Seminars	2,500
		Other Arborist Meetings/Training	200
			5,640
3163	Code Enforcement	See Non-Dept (cost allocation plan)	-
3166	Environmental Prog	See Non-Dept for the cost	-
3201	Office Supplies	Office supplies, permit cards, project envelope, etc.	6,000

		Building Department		
		101-25		
				FY 2010
Account No.	Quantity, brief description and justification			Requested
& Title	of items requested			Appropriations
3202	Subscription	Misc. Code Books	420	
		2009 IRC Code Books	210	
		2008 NEC Code Book	150	
		2008 NEC Handbook	125	905
3203	Microfilms	For projects finalized		7,500
3210	Safety Supplies & Matl	Department Digital Camera	200	
		Gas/Electric Tags	400	
		Flashlight/Tape Measures	300	
		GFCI Electrical Testers	60	
		Construction Signs	4,500	
		Arc Fault Tester for field inspector	325	5,785
3252	Oil & Gasoline	For Arborist pickup		600
3302	Memberships & Dues	ICC - Building Official	100	
		CALBIG	35	
		CALBO	300	
		(New) ICC Certifications	640	
		Re-New (Existing) ICC Certifications	250	
		ISA (International Society of Arboriculture)	145	
		SMA (Society of Municipal Arborists)	75	
		ICLEI (Local Governments)	600	2,145
3304	Utilities - Electricity	PG&E		1,380
	Utilities - Gas	ABAG gas		900
	Utilities - Water	Cal water		300
	Utilities - Telephone	Cellular phones		1,650
3306	Conferences	ICBO Conference - Building Official	1,000	
		ISA Conference (Town Arborist)	1,000	2,000
3513	Computer Equipment	Replace nonworking computer		2,500
3514	Office Equip & Furn	Furniture, plan storage & file storage		2,000
3930	Trsrfr to Equip Replace Fd	For future permit tracking system upgrade		10,000
		Total Operations		59,905
		Total Building		1,017,047

Salaries for Building Department																			
FY 2010																			
Job Class	Step @ 6/30/09	Salary @ 6/30/09	2010 Salary	Employer PERS	0.13103	Employee PERS	0.07	0.0145	Medical	Dental	Vision	LTD	Life & ADD	Worker's Comp	Uniform	Auto Allow	Total		
Building Official	B	135,556	142,334	18,650		9,963		2,064	18,364	1,716	312	821	222	8,947		3,600	206,993		
Senior Bldg Inspector	D	85,617	85,617	11,218		5,993		1,241	6,084	1,630	114	651	114	5,651	200	3,600	122,115		
Building Inspector	D	81,540	81,540	10,684		5,708		1,182	17,446	1,630	297	620	114	5,382	200	3,600	128,403		
Building Inspector	B	73,959	77,657	10,175		5,436		1,126	17,446	1,630	297	590	114	5,125	200	5,100	124,898		
Arborist	D	81,540	81,540	10,684		5,708		1,182	6,084	1,630	114	620	114	135			107,813		
Permit Technician	D	67,888	67,888	8,895		4,752		984	6,710	1,630	114	516	114	113			91,717		
Office Specialist	D	61,162	61,162	8,014		4,281		887	11,551	1,630	165	465	114	102			88,372		
Total Building	FTE 6	587,262	597,738	78,322		41,842		8,667	83,686	11,497	1,413	4,282	909	25,454	600	15,900	870,309		
Note:																			
Salaries are projected at one step higher than the employee is currently.																			

Town of Atherton					
Non-Department (new)					
Budget 2009-2010					
					Increase
					(Decrease)
					Over Prior
					%
Account	Description	Adjusted Budget 2008-09	Requested Budget 2009-10	Year Budget	Change
	Retiree Health	97,200		(97,200)	-100.0%
	Audit & Financial	23,745		(23,745)	-100.0%
101-30-3163	Code Enforcement Services		56,985	56,985	100%
3166	Environmental Programs Committee		29,900	29,900	100%
	IT Support		32,324	32,324	100%
3231	Misc Computer Parts & Supplies		7,300	7,300	100%
3260	Other Supplies & Materials		4,000	4,000	100%
3302	Memberships & Dues		5,719	5,719	100%
3321	Liability Insurance		190,937	190,937	100%
	Property Insurance		5,139	5,139	100%
	Employment Practice Liability Insurance		36,000	36,000	100%
	Employee Assistance Program		3,510	3,510	100%
	Contribution - SSV		500	500	100%
	Contribution - HIP		2,500	2,500	100%
	Contribution - Sustainable San Mateo County		1,500	1,500	100%
3303	Postage		16,843	16,843	100%
3305	Utilities - Telephone		23,500	23,500	100%
3351	Election Cost		13,000	13,000	100%
	Post Office Expense		3,820	3,820	100%
Total Non-Department		120,945	433,477	312,532	258.4%

Non-Department Budget			
101-30			
Account No. & Title	Quantity, brief description and justification of items requested		Requested Appropriations
3163	Code Enforcement Svs	for 8 hours/week inspection, 8 hrs/month phone calls	56,985
3166	Environmental Prog Commit	For general committee work and outreach	4,750
		School waste/compost program	4,500
		GreenStart competition	2,500
		Outreach and green building new construction	4,750
		Solar programs	1,500
		Residential efficiency/conversion	6,000
		Green Ribbon Task Force	5,900
			29,900
	IT Support	200 hours contact hours from City of Redwood City	27,144
		Constant Contact (Web e-mail notification)	180
		Public Information Request Act assistance, emergency	5,000
			32,324
3231	Misc Computer Parts & Sup	50 new backup tapes and 1 cleaning tape	2,500
		Electronic cash drawers for Springbrook cash receipts	400
		Printers, cables for Springbrook cash receipts	2,400
		Parts for servers	2,000
			7,300
3260	Other Supplies & Matls	Other unexpected small items	4,000
3302	Memberships and Dues	ABAG	1,908
		LAFCO	1,304
		City/County Assoc of Government - San Mateo	2,507
			5,719
3321	Liability Insurance	Annual premiums for general insurance pool	49,528
		Annual premiums for excess liability insurance pool	6,015
		Public Official bond	847
		Administrative Premium to ABAG	34,548
		Self-insured retention (SIR) reserve	100,000
			190,937
	Property Insurance	Annual premiums for property insurance pool	5,139
	Employment Pract Liab Insur	Premium to employment practice liability	36,000
	EAP	Premium for employee assistance program	3,510
	Contribution - SSV	Sustainable Silicon to produce environmental and resources conservation Silicon Valley	500
	Contribution - HIP	Human Investment Project (HIP) grant to find a place to call home for people throughout San Mateo County	2,500
	Contribution -Sustainable San Mateo County	Support research and production of the 2010 Indicators for a Sustainable San Mateo County Report Card. The report evaluates the health of the county and the Town	1,500
3303	Postage	Feeder rental & maint	643

Non-Department Budget			
101-30			
Account No. & Title	Quantity, brief description and justification of items requested		Requested Appropriations
	Meter rental #419	1,200	
	Stamps for mailing	15,000	16,843
3305	Utilities - Telephone	AT&T PRI and Centrex local & long distance charges	20,000
		NEC phone system service calls	3,500
			23,500
3351	Election Cost	For upcoming election in Nov 2009	
			13,000
	Post Office Expense	Equip maintenance	500
		Supplies - ink cartridge, strips, paper, pre-inked stamps	2,000
		Meter rental	1,320
			3,820
		Total Non-Department	433,477

POLICE DEPARTMENT

The Atherton Police Department provides public safety services for the community. The Department strives to reduce crime through prevention, detection and apprehension. It also provides for the safe and orderly movement of pedestrian, bicycle, and vehicular traffic through enforcement, accident prevention and investigation. In addition, the Department manages hazardous situations, critical incidents, and works to reduce potential hazardous situations through regulation and communication. The Police Department works to recover lost and stolen property; and to prevent crime through programs reflecting community needs.

The Police Department provides 24-hour a day, 365 days a year response to calls for police services to safeguard the community from crime and instill a feeling of security among citizens, to deter crime and apprehend offenders. Atherton residents enjoy a three minute or less response time to emergency calls for service, which includes medical, fire, and police calls.

The Police Department emphasizes a collaborative Police-Community relationship through innovative volunteer programs such as: The Crime Prevention Task Force, Disaster Mitigation and Recovery Program, Reserve Police Officer Program, and the Police Explorer Scout Program.

The Police Department is organized into two divisions; specifically, the Field Services/Operations and Administrative Services divisions. Units within these two divisions include: Patrol, Investigations, and Communications and Records. The Chief of Police oversees the operations of the entire department with the Lieutenant providing direct supervision of both divisions.

Goals

- Assist Blue Ribbon Task Force in the design of a new Town Facility
- Deploy a motorcycle traffic officer to enhance the Traffic Enforcement Program
- Recruit a handler and deploy a K9 to fill position created by retiring K9
- Re-evaluate School Resource Officer Program in light of lost financial support from school district and staffing reductions
- Educate Walsh Road area residents on the new siren warning system
- Coordinate a Walsh Road area disaster/evacuation drill with Menlo Fire
- Assist Atherton Disaster Preparedness Committee as needed
- Expand PD's video surveillance program to include public areas

- Educate residents on residential video monitoring subscription service
- Maintain non-encumbered patrol time of at least 50%
- Maintain a 3 minute or less response time to emergency calls for service
- Continue efforts to reduce the 85th percentile of vehicular speed in the Town
- Work cooperatively with the City Manager and other Town Department Heads in the furtherance of their goals for FY 09/10
- Complete evaluations on all department employees in a timely and accurate manner
- Support the Finance Department in implementing a single source payment center for the Town
- Deploy new Disaster Preparedness/Recovery Vehicle

Accomplishments for FY 2008-09

- Contributed to the planning of the Town Center.
- Addressed Traffic concerns from local residents and educational institutions, and formulated a proactive and measurable response to those concerns
- Identified and replaced obsolete long guns
- Deployed an additional K-9 unit
- Have developed and introduced a new resident Video Surveillance Program, a voluntary subscription program.

Staff Resources - Sworn

- | | |
|---------------------------|------|
| • Chief of Police | 1.0 |
| • Lieutenant | 1.0 |
| • Patrol Sergeants | 4.0 |
| • Patrol Officers | 10.0 |
| • Detective Sergeant | 1.0 |
| • Detective | 1.0 |
| • Traffic Officer | 1.0 |
| • School Resource Officer | 1.0 |

Staff Resources – Civilian

- Community Service Ofr. 1.0
- Admin Asst .75
- Communications Superv. 1.0
- Dispatchers 3.0

Total: 25.75

Town of Atherton								
Police Department								
Budget 2009-2010								
				Adopted	Adjusted	Requested	Increase	
		Actual	Actual	Budget	Budget	Budget	(Decrease)	
Account	Description	2006-07	2007-08	2008-09	2008-09	2009-10	Over Prior	%
							Year Budget	Change
101-40-3001	Regular Salaries	2,076,627	2,195,057	2,005,783	1,798,431	2,026,451	228,020	12.7%
3002	Part-time Permanent	41,674	73,611	76,208	76,208	-	(76,208)	-100.0%
3003	Dispatcher Salaries	276,085	273,189	293,508	293,508	319,280	25,772	8.8%
3004	Reserve Salaries	25,420	43,760	48,672	46,112	39,872	(6,240)	-13.5%
3005	Temporary Help	87,835	85,895	114,877	110,682	82,673	(28,009)	-25.3%
3006	Overtime	140,178	153,021	157,924	157,924	161,000	3,076	1.9%
3007	Reimbursed Salaries	122	3,303	4,178	4,178	-	(4,178)	-100.0%
3020	Medicare Tax	30,893	34,073	35,001	35,001	37,240	2,239	6.4%
3025	Social Security	4,270	6,395	3,869	3,869	1,490	(2,379)	-61.5%
3030	PERS Retire Contr - ER	791,131	821,065	925,627	925,628	718,922	(206,706)	-22.3%
	PERS Retire Contr - EE	-	-	-	-	182,971	182,971	100.0%
3035	Deferred Comp-ER Paid	7,025	5,958	5,870	5,870	6,386	516	8.8%
3042	Health Insurance	195,176	318,255	416,234	416,234	328,296	(87,938)	-21.1%
3043	Retiree Healthcare					359,631	359,631	100.0%
3044	Dental Insurance	30,792	28,384	40,315	40,315	38,953	(1,362)	-3.4%
3045	Vision Insurance	3,820	3,470	10,499	10,499	6,072	(4,427)	-42.2%
3050	Workers' Compensation	84,353	88,867	104,200	104,160	94,506	(9,654)	-9.3%
3051	Life & ADD Insurance	5,106	5,080	7,788	7,788	3,251	(4,537)	-58.3%
3052	LTD Insurance	21,556	22,777	27,935	27,975	17,572	(10,403)	-37.2%
3053	Unemployment Insurance					25,683	25,683	100.0%
3060	Uniforms	21,533	11,996	26,551	26,551	16,150	(10,401)	-39.2%
3070	Educational Reimbursement	1,400	1,775	2,000	2,000	2,000	-	0.0%
	EE Benefits Earned					48,915	48,915	100.0%
	Total Salaries & Benefits	3,844,998	4,175,932	4,307,039	4,092,933	4,517,313	424,380	10.4%
	Technical Services					57,905	57,905	100.0%
	Animal Control Services					50,951	50,951	100.0%
3110	Equip Maint - Vehicles	37,370	43,133	44,626	44,626	35,000	(9,626)	-21.6%
3111	Equip Maint - Other	4,255	3,373	3,512	3,512	4,000	488	13.9%
3122	Facility Repair & Maint	15				-	-	0.0%
3124	Custodial Services	7,283	7,378	7,779	7,779	-	(7,779)	-100.0%
3151	Training & Workshops					6,300	6,300	100.0%
3153	SMC Booking Fees	2,675	645	3,449	3,449	4,139	690	20.0%
3154	Citation Processing	952	1,018	451	451	541	90	20.0%
3165	Other Contract Services	173,732	167,713	200,853	200,853	57,197	(143,656)	-71.5%
	Recruitment Cost					5,000	5,000	100.0%
	Printing - External Service					2,000	2,000	100.0%
3201	Office Supplies	8,141	5,976	6,037	6,037	5,850	(187)	-3.1%
3202	Subscriptions	492	590	731	731	746	15	2.1%
3210	Safety Supplies & Materials	3,338	106			6,000	6,000	100.0%
3211	POST Training	13,953	16,908	22,809	22,809	20,000	(2,809)	-12.3%
3221	K-9 Expenses	5,392	8,242	21,832	7,832	22,269	14,437	184.3%
3250	Vehicles Supplies	200				-	-	0.0%
3252	Oil and Gasoline	35,352	57,317	61,800	61,800	61,800	-	0.0%
3260	Other Supplies & Mats	18,114	64,879	71,793	71,793	31,000	(40,793)	-56.8%
3302	Memberships & Dues	1,371	1,480	2,033	2,033	2,101	68	3.3%
3303	Postage	11				-	-	0.0%
3304	Utilities - Electricity	21,915	22,923	20,941	20,941	21,000	59	0.3%
	Utilities - Gas					1,100	1,100	100.0%
	Utilities - Water					500	500	100.0%
3305	Communication	38,842	40,385	130,753	76,253	40,622	(35,631)	-46.7%

Town of Atherton								
Police Department								
Budget 2009-2010								
							Increase	
							(Decrease)	
		Actual	Actual	Adopted	Adjusted	Requested	Over Prior	%
Account	Description	2006-07	2007-08	Budget	Budget	Budget	Year Budget	Change
				2008-09	2008-09	2009-10		
3306	Conferences	2,846	1,882			5,815	5,815	100.0%
3307	Mileage Reimbursement			680	680	300	(380)	-55.9%
3341	Disaster/Emergency		1,817			2,800	2,800	100.0%
3350	Special Events & Awards	4,219	5,341	3,576	3,576		(3,576)	-100.0%
3401	Rent Facilities					8,590	8,590	100.0%
3501	Non-Cap Off Mach & Furn	8,299	711	8,370	22,370		(22,370)	-100.0%
3503	Non-Cap Tools & Equip	6,734	36,718	44,164	56,315		(56,315)	-100.0%
3504	Misc. Capital Outlay	-	13,615	18,870	18,870	14,286	(4,584)	-24.3%
3510	Building Improvements	366	284	309	309		(309)	-100.0%
3511	Mach & Equip	33,292	14,048	13,505	13,505	25,185	11,680	86.5%
3512	Vehicles & Accessories	3,218	1,411	549	549		(549)	-100.0%
3513	Computer Equip	17,652	4,525	12,929	12,929	4,500	(8,429)	-65.2%
3514	Office Equip & Furniture	7,900	7,222	309	309	700	391	126.5%
3910	Administrative Services	43,350	44,694	44,694	44,694		(44,694)	-100.0%
3920	Computer Svs Charge	64,391	66,192	66,192	66,192		(66,192)	-100.0%
3930	Trsfr to Equip Replace Fd	100,919	104,049	31,000	31,000	69,800	38,800	125.2%
	Total Operations	666,587	744,573	844,546	802,197	567,997	(234,200)	-29.2%
	Total Police	4,511,585	4,920,505	5,151,585	4,895,130	5,085,310	190,180	3.9%
		-						

Police Department			
101-40			
Account No. & Title	Quantity, brief description and Justification of items requested		FY 2010 Requested Appropriations
3001	Regular Salaries	21 Sworn and 1 community service officer	2,126,451
		COPS Grant funding (assume no cut in funding)	(100,000)
			2,026,451
3003	Dispatch Salaries	5 full-time dispatchers	
			319,280
3004	Reserve Salaries	5 part-time reserve officers	
			39,872
3005	Temporary Help	9 Per diem dispatchers	37,090
		.75 Administrative Assistant w/ pension benefit	45,583
			82,673
3006	Overtime	Overtime worked. Based upon staffing of special events, court appearance, training needs, investigation, etc.	
			161,000
3020	Medicare Tax	1.45% of salary	
			37,240
3025	Social Security	6.2% of temp salary	
			1,490
3030	PERS Retire Contr-ER	Employer contribution for pension	
			718,922
	PERS Retire Contr-EE	Employee contribution paid for by the employer - part time	
			182,971
3035	Deferred Comp-ER Paid	2% of salary for dispatchers per MOU	
			6,386
3042	Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross	
			328,296
3043	Retiree Healthcare	Medical coverage for 11 retirees	115,324
		GASB 45 annual required contribution (84% funding)	244,307
			359,631
3044	Dental Insurance	Teamster Dental Plan premium	
			38,953
3045	Vision Insurance	Vision Service Plan premium	
			6,072
3050	Workers' Compensation	Workers Comp charged to Department	
			94,506
3051	Life & ADD Insurance	Premium to the Cities Group	
			3,251
3052	LTD Insurance	Long-term disability premium to The Cities Group	
			17,572
3053	Unemployment Insur	Self-funded unemployment based on 1% of salary	
			25,683
3060	Uniforms	Per MOU	
			16,150
3070	Educational Reimburse	Per MOU	
			2,000
	EE Benefits Earned	2% contribution for vac, sick, comp, & holiday pay	
			48,915
		Total Salaries & Benefits	4,517,313
	Technical Services	Sunridge RIMS Annual Maintenance (Dispatch-Patrol CAD)	11,500
		TEA Maint. (Telecommunications Dispatch/Radio Support)	11,740
		Alarm Software Maint. Fee (Residential Burglar Alarms)	1,380
		S.M. Co. Medical Legal Exam (Sex Assault Exam)	700
		S. M. Regional Network Access Fee (Telecom Support)	4,713
		I.M.P.A.C. Entersect (Investigative Service and Tool)	1,068

Police Department			
		101-40	
Account No. & Title	Quantity, brief description and Justification of items requested		FY 2010 Requested Appropriations
	Rapid Notify Maint. Fee (Emergency Resident Notification)	1,684	
	Voice Print Maint. Fee (Comm Center Telephone/Radio Reco	1,925	
	CLETS/Microwave Maint. (California LE Telecomm Database	12,916	
	Critical Reach (TRAK System, Missing Persons Support Syst	250	
	Towing (Crime Scene Evidence & Patrol Cars)	285	
	OJO Camera Licensing Fee (PD Station Security)	344	
	S.M. Co. Sheriff's Ofc. FISC Forensic Lab	9,400	57,905
Animal Control Svs	San Mateo animal control services cost		50,951
3110	Vehicle Repair & Maint Vehicle Maint through City of Redwood City		35,000
3111	Equip Repair & Maint Maintenance of radar, office equip, & radio equip		4,000
3124	Custodial Services See DPW - Building Maint Dept for cost to be allocated		-
3151	Training & Workshops Non-POST Reimbursable but POST Certified Advanced Offic	2,000	
	Supervisor's Training, and		
	Specialized Technical Training		
	and Workshops		
	Succession planning/other training	2,800	
	Food for POST annual dept training and other trainings	1,500	6,300
3153	SMC Booking Fees Booking fees, County of San Mateo		4,139
3154	Citation Processing Turbo Data for processing of parking citations		541
3165	Other Contract Services S.M. Co. Chaplin Service	3,000	
	S.M. Co. Coyote Pt. Firearms Range	2,244	
	S.M. Co. OES Hazardous Materials Program	24,412	
	First Chance (DUI Booking Alternative)	4,300	
	Keller Center (Child Abuse/Sexual Assault Victims Program)	1,200	
	Wellness Program (MOU Physical Fitness Program)	7,000	
	Youth Family Service (Youth Counseling Diversion)	4,271	
	S.M. Co. Community Overcoming Relationship (Domestic Abuse)	2,358	
	Lexipol (Police General Orders, Case Law Update Training)	5,550	
	Recall Secure Destruction Services (Sensitive Files)	1,404	
	Photography for Police Dept. (Officer Photos)	964	
	TB Screening & Test Medical Record (For exposed employees)	144	
	Forensic Art Services (Suspect Sketches)	350	57,197
	Recruitment Costs Associated costs to include; polygraph,		5,000
	medical, psycho, job faires, seminars, inter panels, etc.		
	seminars, interview panels, etc.		
	External Printing Forms, secure identification cards, no parking signs, citations		2,000
3201	Office Supplies Paper, pens, software, film and photo processing		5,850
3202	Subscription Library Books, Criminal Codes,		746

Police Department			
101-40			
Account No. & Title	Quantity, brief description and Justification of items requested		FY 2010 Requested Appropriations
3210	Safety Supplies & Mats	Replacement of individual protective vests (MOU 5-year replacement) (partially off-set by DOJ grant), motorcycle leather gear, helmet, protective motorcycle gear, eye/ear range safety gear	6,000
3211	POST Training	Advanced Officer Training, S.M. Co. Chief's training sessions (2) Post Reimbursement (Add Mandated, Essential Categories) Patrol (Mandated, Technical and Perishable Skills Training) Communications and Records (Mandated and Technical Skill)	14,000 6,000 20,000
3221	K-9 Expense	K-9 Maint., Training, Veterinarian, Boarding, Food for 2 dogs	22,269
3252	Oil & Gasoline	Fuel for vehicles	61,800
3260	Other Supplies & Mats	Rain Gear, Helmets, Jumpsuits Firearms supplies, cleaning supplies, etc. Miscellaneous hardware items Name tags, Badges, Patrol Rain Gear, Helmets, Jumpsuits, Handcuffs, Firearms supplies, firearms cleaning supplies, badges, etc. California Vehicle Codes Gelled Hand Sanitizers Peace Officer Memorial Pins Speed Sign Batteries (2) Awards and Engraving Business Cards Cleaning Supplies DARE Supplies Ammunition	19,311 311 254 275 617 137 800 100 1,195 8,000 31,000
3302	Membership & Dues	International Chiefs of Police California Chiefs of Police CPOA, CPCA, CalNEA, APCO etc. S.M. Co. Training Mgrs. & Comm. Managers S.M. Co. 100 Club S.M. Co. Police Chiefs Association	2,101
3304	Utilities - Electricity	PG&E	21,000
	Utilities - Gas	ABAG gas	1,100
	Utilities - Water	Cal water	500
3305	Utilities - Telephone	Telephone (Lobby-Front Door) Telephones (Office, Comm Center, Admin, Patrol, Invest.) Cell Phones (Admin, Investigations, Patrol Cars)	1,023 25,265 8,334

Police Department			
101-40			
Account No. & Title	Quantity, brief description and Justification of items requested		FY 2010 Requested Appropriations
	Sprint Mobile Data (Patrol Car Mobile CAD/RIMS Support Service). See Non-Dept for general phone exp cost to be allocated	6,000	40,622
3306	Conferences	Calif. Chief's Association	650
		Calif. Peace Officer's Association	
		League of Calif. Cities	
		International Association of Chiefs	800
		S.M. Gang Task Force (3)	420
		RIMS Conference	550
		CALNENA (offset by reimbursement)	3,000
		C.L.E.A.R.S. (offset by reimbursement)	395
			5,815
3307	Mileage Reimburse	Reimb for use of personal vehicles on Town business	300
3341	Disaster Preparedness	Alhambra Water (Disaster Prep.)	2,800
3401	Rent Facility	Rent for temporary police facility @ \$715.80 per month	8,590
3511	Mach & Equip	Patrol Rifle Rack Replacement (8)	3,110
		Stalker Lydar Hand Held Traffic Laser (1)	3,775
		Patrol Rifle Barrel Lights (8)	1,600
		Taser Cartridges and Beanbag projectiles	200
		Digital cameras with cases Replacement (2)	600
		Tasers Replacement (2)	900
		Replacement of portable radios for interoperability	15,000
			25,185
3504	Misc Capital Outlay	A new police dog to replace Zar (offset by revenue donation)	14,286
3513	Computer Equipment	3 Dell 8200 Desktop Computers	4,500
3514	Office Equip & Furn	Ergonomic Computer Work Station Replacement	700
	Trsfr to Equip Replace Fd	For future replacement of vehicles	69,800
		Total Operations	567,997
		Total Police	5,085,310

Temp Salaries for Police Department										
FY 2010										
				0.13103	0.07	0.062	0.0145			
Position	Total Hours	Hourly Rate	Annual Salary	Employer PERS	Employee PERS	Social Security	Medicare	Uniforms	Worker's Comp	Total
Part-Time Temp Dispatcher	144	35.94	5,175			321	75		9	5,580
Part-Time Temp Dispatcher	144	35.94	5,175				75		9	5,259
Part-Time Temp Dispatcher	72	35.94	2,588				38		4	2,629
Part-Time Temp Dispatcher	288	35.94	10,351	1,356	725		150		17	12,599
Part-Time Temp Dispatcher	12	35.94	431			27	6		1	465
Part-Time Temp Dispatcher	48	35.94	1,725			-	25		3	1,753
Part-Time Temp Dispatcher	36	35.94	1,294			-	19		2	1,315
Part-Time Temp Dispatcher	144	35.94	5,175				75		9	5,259
Part-Time Temp Dispatcher	144	35.94	5,175	678	362		75		9	6,299
	1,032		37,090	2,034	1,087	348	538		62	41,158
				0.31661						
Reserve Officer	192	32	6,144			381	89	150	273	7,037
Reserve Officer	478	32	15,296				222	150	680	16,348
Reserve Officer	192	32	6,144	1,945	430	381	89	150	273	9,412
Reserve Officer	192	32	6,144			-	89	150	273	6,656
Reserve Officer	192	32	6,144			381	89	150	273	7,037
	1,246		39,872	1,945	430	1,143	578	750	1,772	46,491
Administrative Assistant	1,560	29.22	45,583	5,973	3,191		661		76	55,483
Total Temp Help Salaries			122,545	9,952	4,708	1,490	1,777	750	1,910	143,132

Town of Atherton			
Police Department			
Budget 2009-2010			
		Supplemental Budget Request	
<u>Description</u>			
Request #1			
Convert the current .75 Admin Assistant to a full-time benefited position (same salary as Office Specialist at step D) to serve as training coordinator/executive assistant		80,451	
(Off-set by reduction in part-time salary savings)		(55,483)	
Net Cost to General Fund		24,968	39,732
		health-in-lieu	ee+2
			(defer)
Request #2			
Add a second new Lieutenant Position at step A (mid-management level)		194,747	
Eliminate one Police Officer Position (84 hour)		-	
Net Cost to General Fund		194,747	defer
Request #3			
New Copier		15,000	defer
Total Cost to General Fund		234,715	
Request #4			
Replace one unmarked car due to high mileage, age, and poor condition		26,000	
Vehicle to be replaced: 2002 Ford Crown Victoria VID# 2FAF874W23X216778			
Request #5			
Two new Ford Crown Victoria patrol cars due to high mileage, age, and poor condition		54,000	
Vehicles to be replaced: 2000 Ford Crown Victoria VID# 2FAFP71W6YX201714 and 2005 Ford Crown Victoria VID# 2FAFP71W75X105165 with two new Ford Crown Victorias			
Total Cost to Equipment Replacement Fund		80,000	

PUBLIC WORKS DEPARTMENT

To ensure the preservation, safety, aesthetics and efficient operation of the Town's infrastructure, including:

- Streets
- Traffic control devices (signals, signs and striping)
- Storm drains, including the Atherton Channel
- Holbrook-Palmer Park
- Public Buildings
- Landscaping

The Public Works Department is comprised of the following five divisions.

1. Administration/Engineering
2. Street Maintenance
3. Park Maintenance
4. Park Programs
5. Public Buildings Maintenance

These departments carry out the following programs:

- Capital Improvement Projects (see the Capital Improvement Program)
- Street maintenance, including asphalt repair and weed and litter control
- Storm drain and channel cleaning and repair
- Landscape maintenance, including mowing, trimming and Town trees
- El Camino Real landscape maintenance (under Contract with Caltrans)
- Encroachment permits and inspections
- Traffic maintenance, records and administration
- Park programs, including social events, meetings and tennis
- Park maintenance, including mowing, trimming, weeds, litter and irrigation
- Public Building maintenance

Goals

- Quick and comprehensive response to resident service requests
- Complete the Capital Improvement Program of projects
- Develop priority list of projects for the new parcel tax.
- Assist with developing new funding sources for operations and capital projects, including new MRP requirements
- Develop a permanent event storage solution for the Jennings Pavilion
- Work with Menlo Park to develop a drainage upgrade plan for the Middlefield/Ringwood/Ravenswood intersections
- Implement the new Municipal Regional Permit (MRP) in maintenance, operations, capital and development review
- Establish a Lead Maintenance Worker position for efficient operation of field crews and promotion potential

- Work with Caltrans to re-study warrants to implement lighted crosswalks on El Camino Real at Selby Lane
- Work with Caltrans to implement the El Camino Real drainage plan
- Work with Caltrain to implement grade crossing upgrades for Watkins Avenue including 4-quadrant gates and a quiet zone
- Work with Sacred Heart and Menlo School/College to develop traffic and drainage solutions for their campus expansion projects
- Street inspections - signs, stripes and legends
- Street inspections - shoulders, obstructions and pruning
- Street inspections - valley gutters and cross-pans
- Develop a new reduced asphalt paving standard
- Maintain Town trees for safety and tree health
- Maintain roadsides and parks to stay ahead of weeds
- Upgrade Park website
- Complete staff evaluations in a timely and accurate manner
- Incorporate project tracking for cost recovery through CRW
- Support the Finance Department in implementing a single source payment center

Accomplishments for FY 2008-09

- Completed Capital Improvement Projects:
 - Street Reconstruction 4
 - Street Reconstruction 5
 - Stevick Drive Reconstruction and Drainage
 - Sacred Heart In-roadway Lighted Crosswalk SR2S project
 - Street Patching
 - Lloyden Park Sidewalks
 - Park Fountain Restoration and Landscaping
- Commenced Capital Improvement Projects:
 - Park Bridge and Trail
 - Las Lomitas Sidewalk Improvements SR2S project
 - Street Reconstruction 6
 - Fletcher/Ridgeview and Polhemus Drainage
- Worked with Caltrans to develop a drainage plan for El Camino Real
- Developed transportation and drainage upgrades for the Menlo-Atherton High School and Encinal School expansion projects
- Worked with Encinal School and Menlo Park to develop funding for Middlefield Road/Encinal Avenue traffic signal
- Implemented Safe Routes to School (SR2S) projects for Las Lomitas Elementary School and Sacred Heart Schools
- Worked with Menlo Park to develop Safe Routes to School projects for Laurel and Encinal Elementary schools and applied for grants
- Worked with Menlo Park and the developer to develop a traffic solution at the Watkins/El Camino Real intersection

- Worked with Menlo Park to develop a traffic upgrade plan for the Middlefield/Ringwood/Ravenswood intersections using an RTSOP grant
- Worked with Holbrook Lane residents and San Mateo County to develop and implement traffic solutions for Holbrook Lane
- Revisited Public Works fees to better reflect the effort required to plan check and inspect, instead of value based fees
- Revisited Grading and Drainage fees in coordination with CSG to assure fee covers cost of plan check and inspection
- Developed a sweeping plan and participated in county wide sweeping program
- Worked with the Tree Committee to develop a plan to upgrade the landscaping in the median of El Camino Real
- Worked with Caltrain to implement grade crossing upgrades, including 4-quadrant gates at Fair Oaks Lane and pedestrian crossing improvements at both crossings
- Worked with Caltrain and Menlo Park to complete a grade separation study for all six crossings (the Footprint Study)
- Maintained Town trees for safety and tree health
- Maintained roadsides and parks to stay ahead of weeds
- Replaced park building (Main House and Playschool) roofs to eliminate leaks
- Installed new PD trailer
- Completed EOC modifications to PW corporation yard to open EOC
- Installed PODs storage in park to allow Arts Committee full use of Main House lower floor area

Staff Resources

- | | |
|---------------------------------------|--------|
| • Public Works Director/City Engineer | 1.0 |
| • Assistant Engineer | 1.0 |
| • Office Specialist | 1.0 |
| • Public Works Superintendent | 1.0 |
| • Street Supervisor | 1.0 |
| • Street Maintenance Worker II | 2.0 |
| • Street Maintenance Worker I | 1.0 |
| • Park Program Manager | 1.0 |
| • Park Supervisor | 1.0 |
| • Park Maintenance Worker | 1.0 |
| • Temporary Workers | Varies |

**Town of Atherton
Public Works Department - Summary
Budget 2009-2010**

Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Increase (Decrease)	% Change
							Over Prior Year Budget	
3001	Regular Salaries	860,930	829,211	899,038	899,038	917,966	18,928	2.1%
3002	Part-Time Permanent	3,148	5,123	-	-	-	-	0.0%
3005	Temporary Help	111,026	132,495	146,000	131,000	88,392	(42,608)	-32.5%
3006	Overtime	8,411	9,619	10,500	10,500	3,438	(7,062)	-67.3%
3010	Standby Pay	13,993	14,331	16,000	16,000	14,750	(1,250)	-7.8%
3020	Medicare Insurance	10,654	10,661	13,036	13,036	14,592	1,556	11.9%
3025	Social Security	5,637	7,263	6,820	6,820	5,480	(1,340)	-19.6%
3030	PERS Retire Contr - ER	174,853	170,271	176,211	176,211	120,281	(55,930)	-31.7%
	PERS Retire Contr - EE	-	-	-	-	64,258	64,258	100.0%
3042	Health Insurance	84,874	120,335	73,231	73,231	127,540	54,309	74.2%
3043	Retiree Healthcare	-	-	-	-	117,987	117,987	100.0%
3044	Dental Insurance	13,289	12,438	70,922	70,922	18,027	(52,895)	-74.6%
3045	Vision Insurance	2,257	2,075	8,960	8,960	2,191	(6,769)	-75.5%
3050	Workers Compensation	33,866	36,082	8,040	8,040	35,772	27,732	344.9%
3051	Life & ADD Insurance	2,576	2,521	25,119	25,119	1,410	(23,709)	-94.4%
3052	LTD Insurance	13,445	12,830	8,168	8,168	6,637	(1,531)	-18.7%
3053	Unemployment Insurance	-	-	7,933	7,933	10,064	2,131	26.9%
3060	Uniforms	6,490	7,628	8,250	5,250	5,075	(175)	-3.3%
3061	Auto Allowance	3,600	3,462	3,600	3,600	3,600	-	0.0%
	EE Benefits Earned	-	-	-	-	9,180	9,180	100.0%
	Salary Allocated to CIP	-	(250,000)	(250,000)	(250,000)	(214,060)	35,940	-14.4%
	Salary Savings	-	-	-	-	(82,238)	(82,238)	-100.0%
	Total Salaries & Benefits	1,349,049	1,126,346	1,231,828	1,213,828	1,270,341	56,513	4.7%
3107	Contract Engineering	12,125	107,737	30,000	30,000	3,000	(27,000)	-90.0%
3109	Contract Plan Reviewer	-	-	100,000	90,000	-	(90,000)	-100.0%
3110	Vehicle Repair & Maint	9,722	6,745	8,000	8,000	3,900	(4,100)	-51.3%
3111	Equipment Repair & Maint	-	-	9,900	2,900	4,100	1,200	41.4%
3120	Building Security	7,135	31,384	-	-	5,000	5,000	100.0%
3122	Facility Repair & Maint	997	13,621	34,500	20,500	25,500	5,000	24.4%
3123	Catering Services	4,820	5,394	-	-	500	500	100.0%
3124	Custodial Services	4,485	5,217	16,000	10,000	11,000	1,000	10.0%
3125	HVAC Repair & Maint	-	-	16,000	8,000	7,500	(500)	-6.3%
3126	Electrical Repair & Maint	-	-	40,000	10,000	10,000	-	0.0%
3127	Roof Repair & Maint	-	-	34,000	34,000	5,000	(29,000)	-85.3%
3130	Tree Maintenance	2,925	51,341	55,000	25,000	60,000	35,000	140.0%
3131	Pesticides & Fertilizer	15,217	12,895	18,000	18,002	16,500	(1,502)	-8.3%
3132	Street Sweeping	561	-	20,000	20,000	21,000	1,000	5.0%
3134	Contract Lndscp Maint.	65,914	69,220	75,000	70,000	-	(70,000)	-100.0%
3136	Traffic Signal Repair & Maint	20,857	14,617	43,000	35,000	20,000	(15,000)	-42.9%
3137	Street Light Repair & Maint	-	-	61,000	16,000	37,500	21,500	134.4%
3150	Advertising/Publishing	22,093	22,354	27,000	27,000	23,000	(4,000)	-14.8%
3151	Training & Workshops	2,359	-	2,950	2,950	4,500	1,550	52.5%
3161	Inspection & Testing	6,785	-	24,500	6,500	6,000	(500)	-7.7%
3165	Other Contract Services	246,764	210,711	54,000	44,000	9,500	(34,500)	-78.4%
3169	Disaster Preparedness	-	-	-	-	8,500	8,500	100.0%
3173	Technical Services	-	-	-	-	6,000	6,000	100.0%
3201	Office Supplies	4,153	4,386	4,700	4,700	3,300	(1,400)	-29.8%
3210	Safety Supplies & Matis	1,768	2,729	4,250	4,250	2,850	(1,400)	-32.9%

**Town of Atherton
Public Works Department - Summary
Budget 2009-2010**

Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Increase (Decrease) Over Prior Year Budget	% Change
3230	Computer Software	1,705	623	7,000	6,750	8,200	1,450	21.5%
3231	Computer Supplies	695	476	2,300	600	1,100	500	83.3%
3240	Custodial Supplies	9,005	11,196	12,250	11,500	11,500	-	0.0%
3242	Landscape Supplies	9,601	16,335	13,500	13,500	8,250	(5,250)	-38.9%
3244	Construction Mats	46,564	18,106	39,000	29,000	21,000	(8,000)	-27.6%
3251	Minor Tools & Equip	2,978	1,640	3,900	2,000	2,350	350	17.5%
3252	Gas & Oil	11,622	18,114	16,800	16,800	12,250	(4,550)	-27.1%
3260	Other Supplies & Mats	63	716	11,000	6,000	-	(6,000)	-100.0%
3302	Membership/Dues	4,419	8,532	5,600	5,600	6,824	1,224	21.9%
3303	Postage	-	-	700	700	200	(500)	-71.4%
3304	Utilities -Electricity	80,828	93,742	85,000	76,500	67,840	(8,660)	-11.3%
	Utilities - Gas					4,750	4,750	100.0%
	Utilities - Water					13,000	13,000	100.0%
	Utilities - Sewer					3,600	3,600	100.0%
3305	Communication	20,276	15,632	10,000	10,000	5,815	(4,185)	-41.9%
3306	Conferences	3,441	5,511	5,200	4,200	2,364	(1,836)	-43.7%
3314	Credit Card Merchant Fees					3,000	3,000	100.0%
3401	Rent - Facilities	-	545	25,568	25,568	4,500	(21,068)	-82.4%
3403	Rent - Tools & Equipment	17,293	14,410	21,500	16,500	22,500	6,000	36.4%
3510	Building Improvements	10,203	15,965	25,000	-	-	-	0.0%
3511	Machinery & Equipment	4,599	5,264	11,500	-	10,000	10,000	100.0%
3513	Computer Equipment	-	-	-	-	4,000	4,000	100.0%
3514	Office Machines & Furn	258	28,143	7,000	1,500	2,000	500	33.3%
3910	Administrative Services	18,861	19,446	19,446	19,446	-	(19,446)	-100.0%
3920	Computer Services Charg	18,979	18,639	18,639	18,639	-	(18,639)	-100.0%
3930	Equip Replace Charges	-	-	20,620	20,620	19,892	(728)	-3.5%
		690,070	851,389	1,039,323	772,225	529,085	(243,140)	-31.5%
	Total DPW	2,039,119	1,977,735	2,271,151	1,986,053	1,799,426	(186,627)	-9.4%

**Town of Atherton
Public Works Dept - Engineering 50
Budget 2009-2010**

Account	Description	Actual	Actual	Adopted	Adjusted	Requested	Increase	% Change
		2006-07	2007-08	Budget 2008-09	Budget 2008-09	Budget 2009-10	(Decrease) Over Prior Year Budget	
101-50-3001	Regular Salaries	279,171	239,345	295,471	295,471	295,213	(258)	-0.1%
3002	Part-Time Permanent	1,354	(1,104)	-	-	-	-	0.0%
3006	Overtime	-	-	1,000	1,000	-	(1,000)	-100.0%
3010	Standby Pay	-	-	1,600	1,600	1,475	(125)	-7.8%
3020	Medicare Insurance	4,134	3,539	4,284	4,284	4,281	(3)	-0.1%
3030	PERS Retire Contr - ER	57,044	48,359	57,912	57,912	38,682	(19,230)	-33.2%
	PERS Retire Contr - EE	-	-	-	-	20,665	20,665	100.0%
3042	Health Insurance	22,443	26,382	38,480	38,480	22,297	(16,183)	-42.1%
3043	Retiree Healthcare	-	-	-	-	46,091	46,091	100.0%
3044	Dental Insurance	3,660	2,809	3,854	3,854	5,277	1,423	36.9%
3045	Vision Insurance	558	375	597	597	466	(131)	-22.0%
3050	Workers Compensation	480	391	490	490	3,607	3,117	636.0%
3051	Life & ADD Insurance	816	724	1,032	1,032	437	(595)	-57.7%
3052	LTD Insurance	4,181	3,392	4,779	4,779	1,994	(2,785)	-58.3%
3053	Unemployment Insurance	-	-	-	-	2,952	2,952	100.0%
3060	Uniforms	243	146	2,250	750	-	(750)	-100.0%
3061	Auto Allowance	3,600	3,462	3,600	3,600	2,160	(1,440)	-40.0%
	EE Benefits Earned	-	-	-	-	2,952	2,952	100.0%
	Salary Allocated to CIP	-	(250,000)	(250,000)	(250,000)	(214,060)	35,940	-14.4%
	Salary Savings	-	-	-	-	(64,140)	(64,140)	-100.0%
	Total Salaries & Benefits	377,685	77,821	165,349	163,849	170,347	6,498	4.0%
3107	Contract Engineering	12,125	107,737	20,000	20,000	3,000	(17,000)	-85.0%
3109	Contract Plan Reviewer	-	-	100,000	90,000	-	(90,000)	-100.0%
3110	Vehicle Repair & Maint	940	-	500	500	400	(100)	-20.0%
3111	Equipment Repair & Maint	-	-	1,000	1,000	100	(900)	-90.0%
3123	Catering Services	1,452	2,534	-	-	-	-	0.0%
3124	Custodial Services	-	-	3,000	2,450	-	(2,450)	-100.0%
3131	Pesticides & Fertilizer	-	-	-	2	-	(2)	-100.0%
3150	Advertising/Publishing	4,474	3,960	4,000	4,000	5,000	1,000	25.0%
3151	Training & Workshops	2,359	-	2,000	2,000	2,000	-	0.0%
3161	Inspection & Testing	5,286	-	20,000	2,000	-	(2,000)	-100.0%
3165	Other Contract Services	93,241	110,115	30,000	30,000	2,000	(28,000)	-93.3%
3173	Technical Services	-	-	-	-	6,000	6,000	100.0%
3201	Office Supplies	3,025	3,666	3,000	3,000	3,000	-	0.0%
3210	Safety Supplies & Matls	114	755	1,000	1,000	1,000	-	0.0%
3230	Computer Software	1,332	623	6,000	6,000	6,000	-	0.0%
3231	Computer Supplies	695	476	1,000	500	500	-	0.0%
3240	Custodial Supplies	359	689	500	250	-	(250)	-100.0%
3244	Construction Matls	32	-	-	-	-	-	0.0%
3251	Minor Tools & Equip	-	-	300	150	250	100	66.7%
3252	Gas & Oil	390	2,032	2,000	2,000	750	(1,250)	-62.5%
3260	Other Supplies & Matls	-	27	-	-	-	-	0.0%
3302	Membership/Dues	1,566	4,132	5,000	5,000	6,366	1,366	27.3%
3303	Postage	-	-	200	200	200	-	0.0%
3304	Utilities - Electricity	1,271	1,680	1,500	1,350	690	(660)	-48.9%
	Utilities - Gas	-	-	-	-	450	450	100.0%
	Utilities - Water	-	-	-	-	150	150	100.0%
3305	Communication	3,614	3,297	3,000	3,000	1,550	(1,450)	-48.3%

Town of Atherton								
Public Works Dept - Engineering 50								
Budget 2009-2010								
Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Increase (Decrease) Over Prior Year Budget	% Change
3306	Conferences	2,568	2,196	2,000	1,500	264	(1,236)	-82.4%
3511	Machinery & Equipment	367	-	-	-	-	-	0.0%
3513	Computer Equipment	-	-	-	-	2,000	2,000	100.0%
3514	Office Machines & Furn	-	1,319	1,000	500	500	-	0.0%
3910	Administrative Services	18,861	19,446	19,446	19,446	-	(19,446)	-100.0%
3920	Computer Services Charg	18,079	18,639	18,639	18,639	-	(18,639)	-100.0%
3930	Equip Replace Charges	-	-	20,620	20,620	-	(20,620)	-100.0%
	Total Operations	172,150	283,323	265,705	235,107	42,170	(192,937)	-82.1%
	Total DPW Engineering	549,835	361,144	431,054	398,956	212,517	(186,439)	-46.7%

		Public Works Dept - Engineering		
		101-50		
				FY 2010
Acct. No.	Title	Quantity, brief description and justification		Requested Appropriations
3001	Regular Salaries	Salaries for 3.2 positions based on the staffing matrix		295,213
3010	Standby Pay	Per MOU		1,475
3020	Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%		4,281
3025	Social Security	6.2% of salary		-
3030	PERS Retire Contrib - ER	Employer contribution for employee pension		38,682
	PERS Retire Contrib - EE	Employee contribution paid for by the employer		20,665
3042	Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross		22,297
3043	Retiree Healthcare	Medical coverage for 2 retirees	11,864	
		GASB 45 annual required contribution (84% funding)	34,227	46,091
3044	Dental Insurance	Teamster Dental Plan premium		5,277
3045	Vision Insurance	Vision service plan premium		466
3050	Workers Compensation	Worker's Compensation charged to Department		3,607
3051	Life & ADD Insurance	Premium to the Cities Group		437
3052	LTD Insurance	Long-term disability premium to The Cities Group		1,994
3053	Unemployment Insurance	Self-funded unemployment based on 1% of salaries		2,952
3061	Auto Allowance	10% of City Engineer		2,160
	EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		2,952
	Salary Allocated to CIP	Salaries charged to CIP projects		(214,060)
	Salary Savings	Reorganization		(64,140)
		Total Salaries & Benefits		170,347
3107	Contract Engineering	Traffic studies - 2 Speed Surveys @1500 each		3,000
3110	Vehicle Repair & Maint	Inspector's Vehicle		400
3111	Equipment Repair & Maint	Survey equipment		100
3150	Advertising/Publishing	Reproductin for CIP projects (10 projects x \$500)		5,000
3151	Training & Workshops	Training seminars and courses for staff: GIS/AutoCAD, ITS, Cal Extension, Misc Engineering, Storm Water Quality (NPDES)		2,000
3165	Other Contract Services	Pavement Management Survey - match for MTC grant		2,000
3173	Technical Services	GIS - consultant maintenance and upgrade		6,000
3201	Office Supplies	General office supplies, paper, pens, staples, paper clips, coffee, etc.		3,000
3210	Safety Supplies & Materials	Vests, hats, glasses, boots, etc.		1,000
3230	Computer Software	Annual License for Programs: 1. CADD Licenses (AutoCAD and Microstation) - 2 licenses @\$2,500 2. GIS License (Arcview) - 2 licenses @\$500		6,000
3231	Computer Supplies	Plotter and printer ink/cartridges and paper, plus minor supplies (keyboards, mice, flash drives, etc.)		500
3251	Minor Tools & Equip	Engineering tools costing less than \$100		250
3252	Gas & Oil	Inspector's Vehicle		750

		Public Works Dept - Engineering		
		101-50		
				FY 2010
Acct. No.	Title	Quantity, brief description and justification		Requested Appropriations
3302	Membership/Dues	Professional memberships: 1. ASCE 2@\$245 2. APWA 2@ \$113 3. State PE License 2@\$125 4. State Water Quality Control Board Municipal Regional Permit (NPDES) Fees (\$5,400)		6,366
3303	Postage			200
3304	Utilities - Electricity	PG&E		690
	Utilities - Gas	ABAG gas		450
	Utilities - Water	Calwater		150
	Utilities - Sewer			
3305	Communication	Cellular Phones		1,550
3306	Conferences	CCEA		264
3513	Computer Equipment	Replace non-working/damaged/obsolete computers		2,000
3514	Office Machines & Furn	Replace damaged machines or furniture or upgrade based on ergonomic review, i.e., chairs		500
			Total Operations	42,170
			Total DPW - Engineering	212,517

**Town of Atherton
Public Works Dept - Street Maintenance 53
Budget 2009-2010**

Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Increase (Decrease)	%
							Over Prior Year Budget	
101-53-3001	Regular Salaries	311,899	316,533	325,921	325,921	260,692	(65,229)	-20.0%
3005	Temporary Help	5,059	8,263	20,000	20,000	10,165	(9,835)	-49.2%
3006	Overtime	5,773	4,064	3,000	3,000	2,305	(695)	-23.2%
3010	Standby Pay	8,786	7,105	9,920	9,920	9,145	(775)	-7.8%
3020	Medicare Insurance	3,444	3,508	4,726	4,726	3,927	(799)	-16.9%
3025	Social Security	24	221	-	-	630	630	100.0%
	PERS Retire Contr - EE			-	-	18,248	18,248	100.0%
3042	Health Insurance	25,469	41,425	-	-	52,597	52,597	100.0%
3043	Retiree Healthcare					43,415	43,415	100.0%
3044	Dental Insurance	4,814	4,814	57,158	57,158	5,912	(51,246)	-89.7%
3045	Vision Insurance	781	780	5,117	5,117	873	(4,244)	-82.9%
3050	Workers Compensation	18,140	18,660	1,036	1,036	14,556	13,520	1305.0%
3051	Life & ADD Insurance	760	767	19,245	19,245	445	(18,800)	-97.7%
3052	LTD Insurance	4,982	5,074	1,041	1,041	1,891	850	81.6%
3053	Unemployment Insurance	-	-	5,271	5,271	2,709	(2,562)	-48.6%
3060	Uniforms	3,587	4,401	3,000	3,000	3,450	450	15.0%
3061	Auto Allowance	-	-	-	-	360	360	100.0%
	EE Benefits Earned					2,607	2,607	100.0%
	Salary Savings					(18,098)	(18,098)	-100.0%
	Total Salaries & Benefits	456,397	479,936	519,315	519,315	449,988	(69,327)	-13.3%
3110	Vehicle Repair & Maint	6,240	5,863	6,000	6,000	2,500	(3,500)	-58.3%
3111	Equipment Repair & Maint			2,000	-	500	500	100.0%
3122	Facility Repair & Maint			-	-	6,000	6,000	100.0%
3123	Catering Services	3,368	2,860	-	-	-	-	0.0%
3130	Tree Maintenance	2,925	41,341	45,000	25,000	50,000	25,000	100.0%
3131	Pesticides & Fertilizer	(21)	980	-	-	5,000	5,000	100.0%
3132	Street Sweeping	561		20,000	20,000	21,000	1,000	5.0%
3134	Contract Lndscp Maint.	31,216	32,973	40,000	35,000	-	(35,000)	-100.0%
3136	Traffic Signal Repair & Maint	20,857	14,617	43,000	35,000	20,000	(15,000)	-42.9%
3137	Street Light Repair & Maint			40,000	10,000	35,000	25,000	250.0%
3150	Advertising/Publishing	2,541	3,560	-	-	-	-	0.0%
3151	Training & Workshops			-	-	1,500	1,500	100.0%
3161	Inspection & Testing			500	500	500	-	0.0%
3165	Other Contract Services	100,405	52,226	5,000	5,000	5,000	-	0.0%
3201	Office Supplies	1,012	246	1,000	1,000	100	(900)	-90.0%
3210	Safety Supplies & Mats	1,415	1,782	2,000	2,000	1,000	(1,000)	-50.0%
3230	Computer Software	75		750	500	1,000	500	100.0%
3231	Computer Supplies			1,200	-	250	250	100.0%
3240	Custodial Supplies	1,267	1,007	750	750	-	(750)	-100.0%
3242	Landscape Supplies	94	157	500	500	500	-	0.0%
3244	Construction Mats	37,333	11,986	30,000	20,000	15,000	(5,000)	-25.0%
3251	Minor Tools & Equip	1,704	1,217	2,000	1,000	1,000	-	0.0%
3252	Gas & Oil	10,184	13,638	12,000	12,000	10,000	(2,000)	-16.7%
3260	Other Supplies & Mats		27	-	-	-	-	0.0%
3302	Membership/Dues	2,833	4,400	400	400	258	(142)	-35.5%
3304	Utilities - Electricity	58,296	64,666	56,000	50,400	52,000	1,600	3.2%
	Utilities - Gas					1,200	1,200	100.0%
	Utilities - Water					10,000	10,000	100.0%
3305	Communication	4,684	2,325	-	-	2,700	2,700	100.0%

Town of Atherton								
Public Works Dept - Street Maintenance 53								
Budget 2009-2010								
Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Increase (Decrease) Over Prior Year Budget	% Change
3306	Conferences	337	2,922	3,000	2,500	2,000	(500)	-20.0%
3403	Rent - Tools & Equipment	14,815	11,283	20,000	15,000	20,000	5,000	33.3%
3511	Machinery & Equipment			4,000	-	3,000	3,000	100.0%
3513	Computer Equipment			-	-	2,000	2,000	100.0%
3514	Office Machines & Furn	258		500	-	500	500	100.0%
3930	Equip Replace Charges			-	-	17,361	17,361	100.0%
	Total Operations	303,301	270,076	335,600	242,550	286,869	44,319	18.3%
	Total DPW Street Maint	759,698	750,011	854,915	761,865	736,857	(25,008)	-3.3%

		Public Works Dept - Street Maintenance	
		101-53	
			FY 2010
Acct. No.	Title	Quantity, brief description and justification	Requested Appropriations
3001	Regular Salaries	Salaries for 3.6 positions based on the staffing matrix	260,692
3005	Temporary Help	Workers to assist with larger projects (see temp salaries schedule)	10,165
3006	Overtime	Overtime need	2,305
3010	Standby Pay	Per MOU	9,145
3020	Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%	3,927
3025	Social Security	6.2% of salary	630
	PERS Retire Contrib - EE	Employee contribution paid for by the employer	18,248
3042	Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross	52,597
3043	Retiree Healthcare	GASB 45 annual required contribution (84% funding)	43,415
3044	Dental Insurance	Teamster Dental Plan premium	5,912
3045	Vision Insurance	Vision service plan premium	873
3050	Workers Compensation	Worker's Compensation charged to Department	14,556
3051	Life & ADD Insurance	Vision service plan premium	445
3052	LTD Insurance	Long-term disability premium to The Cities Group	1,891
3053	Unemployment Insurance	Self-funded unemployment based on 1% of salaries	2,709
3060	Uniforms	Per MOU	3,450
3061	Auto Allowance	10% of City Engineer	360
	EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay	2,607
	Salary Savings	Reorganization	(18,098)
		Total Salaries & Benefits	449,988
3110	Vehicle Repair & Maint	Fleet trucks (4), dump truck	2,500
3111	Equipment Repair & Maint	Backhoe and small equip	500
3122	Facility Repair & Maint	Fencing, guardrail, storm drain slip lining	6,000
3130	Tree Maintenance	R/W and Town Center - deferral of part of 2008 tree contract with Professional Tree Care for Summer/Fall trim(\$25,000), new contract for winter storm/spring trim (\$25,000).	50,000
3131	Pesticides & Fertilizer	Spray for Apple Moth	5,000
3132	Street Sweeping	Monthly/storm sweeping - Contract Sweeping, Inc.	21,000
3134	Contract Lndscp Maint.	Work to be done in-house	-
3136	Traffic Signal Repair & Maint	Signals (3) monthly maintenance and needed repairs - Republic ITS	20,000
3137	Street Light Repair & Maint	R/W and Town Center	35,000
3151	Training & Workshops	Training seminars and courses for staff: GIS; MSA, MSC, NPDES, ITS	1,500
3161	Inspection & Testing	Storm drains; pavement survey (MTC match)	500
3165	Other Contract Services	Sidewalk repairs - Precision Concrete	5,000
3201	Office Supplies	General office supplies, paper, pens, staples, paper clips, coffee, etc.	100

Public Works Dept - Street Maintenance			
101-53			
Acct. No.	Title	Quantity, brief description and justification	FY 2010 Requested Appropriations
3210	Safety Supplies & Materials	Vests, hats, glasses, rubber boots, chaps, jackets, etc.	1,000
3230	Computer Software	Cost of Upgrades to License and Programs: Qworks infrastructure database, Rainmaster irrigation controller	1,000
3231	Computer Supplies	Minor supplies (keyboards, mice, flash drives, etc.)	250
3242	Landscape Supplies	Replacement plant material for R/W and Town Center; fertilizers, mulch, tree stakes, etc.	500
3244	Construction Mats	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.	15,000
3251	Minor Tools & Equip	Replace broken/worn out hand tools costing \$100 or less (shovels, rakes, hammers, brooms, etc.)	1,000
3252	Gas & Oil	For department fleet vehicles and equipment	10,000
3260	Other Supplies & Mats		-
3302	Membership/Dues	Professional memberships: MSA \$145, APWA \$113	258
3304	Utilities - Electricity	PG&E	52,000
	Utilities - Gas	ABAG gas	1,200
	Utilities - Water	Cal water	10,000
	Utilities - Sewer		
3305	Communication	Cellular Phones	2,700
3306	Conferences	MSA meetings; reimbursement for use of private vehicles by staff not receiving auto allowance	2,000
	Credit Card Merchant Fees		
3403	Rent - Tools & Equipment	Specialized equipment: 1. Crack seal kettle \$4000 2. Vacuum drain cleaner for storm drains \$9000 3. Excavator and Bobcat for cleaning the channel \$5000 4. Rollers, Compressors, Pumps, etc. \$2000	20,000
3511	Machinery & Equipment	Replace weed eater and chainsaw (\$1000)	3,000
3513	Computer Equipment	Replace non-working/damaged/obsolete computers	2,000
3514	Office Machines & Furn	Replace damaged machines or furniture; upgrade based on ergonomic review, i.e., chairs	500
3930	Equip Replace Charges	For future replacement of vehicles & equipment	17,361
		Total Operations	286,869
		Total DPW - Street Maintenance	736,857

**Town of Atherton
Public Works Dept - Park Maintenance 57
Budget 2009-2010**

Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Increase (Decrease)	% Change
							Over Prior Year Budget	
101-57-3001	Regular Salaries	73,448	74,051	76,156	76,156	133,984	57,828	75.9%
3005	Temporary Help	30,430	30,217	40,000	40,000	22,540	(17,460)	-43.6%
3006	Overtime	1,079	1,098	2,000	2,000	819	(1,181)	-59.1%
3010	Standby Pay	2,382	1,954	3,200	3,200	2,950	(250)	-7.8%
3020	Medicare Insurance	236	387	1,104	1,104	2,270	1,166	105.6%
3025	Social Security	1,118	1,251	2,480	2,480	1,397	(1,083)	-43.6%
	PERS Retire Contr - EE			-	-	9,379	9,379	100.0%
3042	Health Insurance	5,017	8,238	-	-	11,866	11,866	100.0%
3043	Retiree Healthcare					11,078	11,078	100.0%
3044	Dental Insurance	1,204	1,204	6,213	6,213	2,308	(3,905)	-62.9%
3045	Vision Insurance	120	120	1,263	1,263	218	(1,045)	-82.7%
3050	Workers Compensation	4,844	5,523	126	126	8,009	7,883	6256.6%
3051	Life & ADD Insurance	180	181	4,175	4,175	182	(3,993)	-95.6%
3052	LTD Insurance	1,164	1,198	260	260	1,018	758	291.6%
3053	Unemployment Insurance	-	-	1,231	1,231	1,565	334	27.2%
3060	Uniforms	1,829	1,917	750	750	813	63	8.3%
3061	Auto Allowance	-	-	-	-	360	360	100.0%
	EE Benefits Earned					1,340	1,340	100.0%
	Total Salaries & Benefits	138,055	143,213	153,885	153,885	229,652	75,767	49.2%
3110	Vehicle Repair & Maint	720	125	1,000	1,000	500	(500)	-50.0%
3111	Equipment Repair & Maint			1,000	1,000	2,500	1,500	150.0%
3122	Facility Repair & Maint		12,584	2,500	2,500	2,500	-	0.0%
3126	Electrical Repair & Maint			-	-	500	500	100.0%
3130	Tree Maintenance		10,000	10,000	-	10,000	10,000	100.0%
3131	Pesticides & Fertilizer	13,048	10,735	16,000	16,000	10,000	(6,000)	-37.5%
3134	Contract Lndscp Maint.	34,698	36,247	35,000	35,000	-	(35,000)	-100.0%
3137	Street Light Repair & Maint			21,000	6,000	2,500	(3,500)	-58.3%
3151	Training & Workshops			450	450	500	50	11.1%
3161	Inspection & Testing	1,499		1,000	1,000	3,000	2,000	200.0%
3165	Other Contract Services		6,122	4,000	4,000	2,000	(2,000)	-50.0%
3201	Office Supplies		277	300	300	100	(200)	-66.7%
3210	Safety Supplies & Mats	91	192	750	750	750	-	0.0%
3230	Computer Software	298		250	250	1,200	950	380.0%
3231	Computer Supplies			100	100	100	-	0.0%
3240	Custodial Supplies	627	1,133	1,500	1,250	2,000	750	60.0%
3242	Landscape Supplies	8,120	10,096	10,000	10,000	5,000	(5,000)	-50.0%
3244	Construction Mats	1,860	3,381	5,000	5,000	2,500	(2,500)	-50.0%
3251	Minor Tools & Equip	627	152	1,000	500	500	-	0.0%
3252	Gas & Oil	1,048	1,750	2,000	2,000	1,500	(500)	-25.0%
3260	Other Supplies & Matis		36	10,000	5,000	-	(5,000)	-100.0%
3302	Membership/Dues	20		200	200	200	-	0.0%
3304	Utilities - Electricity	2,592	3,882	3,500	3,150	3,500	350	11.1%
3305	Communication	583	2,796	1,000	1,000	515	(485)	-48.5%
3306	Conferences			200	200	100	(100)	-50.0%
3403	Rent - Tools & Equipment	122		500	500	500	-	0.0%
3511	Machinery & Equipment	4,233	702	2,000	-	1,000	1,000	100.0%
3514	Office Machines & Furn			500	-	500	500	100.0%
3930	Equip Replace Charges			-	-	2,531	2,531	100.0%

Town of Atherton								
Public Works Dept - Park Maintenance 57								
Budget 2009-2010								
Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Increase (Decrease) Over Prior Year Budget	% Change
	Total Operations	70,186	100,211	130,750	97,150	56,496	(40,654)	-72.0%
	Total DPW Park Maintenance	208,240	243,424	284,635	251,035	286,148	35,113	14.0%

		Public Works Dept - Park Maint		
		101-57		
				FY 2010
Acct. No.	Title	Quantity, brief description and justification		Requested Appropriations
3001	Regular Salaries	Salaries for 1.4 positions based on the staffing matrix		133,984
3005	Temporary Help	Workers to assist with larger projects and special needs (see temp salaries schedule)		22,540
3006	Overtime	Overtime need		819
3010	Standby Pay	PER MOU		2,950
3020	Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%		2,270
3025	Social Security	6.2% of salary		1,397
3030	PERS Retire Contrib - ER	Employer contribution for employee pension		17,556
	PERS Retire Contrib - EE	Employee contribution paid for by the employer		9,379
3042	Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross		11,866
3043	Retiree Healthcare	Medical coverage for 1 retiree	4,423	
		GASB 45 annual required contribution (84% funding)	6,654	11,078
3044	Dental Insurance	Teamster Dental Plan premium		2,308
3045	Vision Insurance	Vision service plan premium		218
3050	Workers Compensation	Worker's Compensation charged to Department		8,009
3051	Life & ADD Insurance	Premium to the Cities Group		182
3052	LTD Insurance	Long-term disability premium to The Cities Group		1,018
3053	Unemployment Insurance	Self-funded unemployment based on 1% of salaries		1,565
3060	Uniforms	Per MOU		813
3061	Auto Allowance	10% of City Engineer		360
	EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		1,340
		Total Salaries & Benefits		229,652
3110	Vehicle Repair & Maint	Fleet truck, utility vehicle		500
3111	Equipment Repair & Maint	Tractor, small equipment repairs (blowers, weed eaters, chainsaws, etc.)		2,500
3122	Facility Repair & Maint	Irrigation well and pump		2,500
3126	Electrical Repair & Maint	Broken light fixtures		500
3130	Tree Maintenance	Deferral of 2008 tree contract for Summer/Fall trim(\$5,000), winter storm/spring trim (\$5,000).		10,000
3131	Pesticides & Fertilizer	Pest and weed control, fertilize turf grasses		10,000
3137	Street Light Repair & Maint	Park lighting		2,500
3151	Training & Workshops	Training seminars and courses for staff: GIS; MSA, MSC, NPDES, ITS		500
3161	Inspection & Testing	Playground, fire extinguishers, sprinklers, pumps, well water, soil tests, etc.		3,000
3165	Other Contract Services	Concrete for fountains, bee removal, etc.		2,000
3201	Office Supplies	General office supplies, paper, pens, staples, paper clips, coffee, etc.		100
3210	Safety Supplies & Matls	Vests, hats, glasses, boots, chaps, jackets, etc.		750
3230	Computer Software	Cost of Upgrades License and Programs; Rainmaker Irrigation controllers		1,200
3231	Computer Supplies	Minor supplies (keyboards, mice, flash drives, etc.)		100
3240	Custodial Supplies	Supplies used in the operation or routine maintenance of the park grounds including: restroom and kitchen paper supplies, cleaning supplies, light bulbs, drinking water, pet waste bags, etc.		2,000

		Public Works Dept - Park Maint	
		101-57	
			FY 2010
Acct. No.	Title	Quantity, brief description and justification	Requested Appropriations
3242	Landscape Supplies	Replacement plant material for the park; fertilizers, mulch, tree stakes, etc.	5,000
3244	Construction Matls	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.	2,500
3251	Minor Tools & Equip	Replace broken/worn out hand tools costing \$100 or less (shovels, rakes, hammers, brooms, etc.)	500
3252	Gas & Oil	For department fleet vehicles and equipment	1,500
3302	Membership/Dues	Professional memberships: MSA, Turf Grass Association	200
3304	Utilities - Electricity	PG&E	3,500
	Utilities - Gas		
	Utilities - Water		
	Utilities - Sewer		
3305	Communication	Cellular Phones	515
3306	Conferences	MSA meetings; reimbursement for use of private vehicles by staff not receiving auto allowance	100
	Credit Card Merchant Fees		
3403	Rent - Tools & Equipment	Trenchers for irrigation, fork-lift, man-lift, etc.	500
3511	Machinery & Equipment	Replacement of daily use equipment such as leaf blowers, chainsaws and weed eaters	1,000
3514	Office Machines & Furn	Replace damaged machines or furniture or upgrade based on ergonomic review, i.e., chairs	500
3930	Equip Replace Charges	For future replacement of vehicles & equipment	2,531
		Total Operations	56,496
		Total DPW - Park Maintenance	286,148

**Town of Atherton
Public Works Dept - Park Programs 58
Budget 2009-2010**

Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Increase (Decrease)	% Change
							Over Prior Year Budget	
101-58-3001	Regular Salaries	82,932	109,688	88,457	88,457	116,262	27,805	31.4%
3005	Temporary Help	70,670	81,564	70,000	70,000	55,687	(14,313)	-20.4%
3006	Overtime	161	84	2,500	2,500	314	(2,186)	-87.4%
3020	Medicare Insurance	1,069	1,611	1,283	1,283	2,493	1,210	94.3%
3025	Social Security	4,194	5,019	4,340	4,340	3,453	(887)	-20.4%
3030	PERS Retire Contr - ER	17,523	23,910	17,338	17,338	15,234	(2,104)	-12.1%
	PERS Retire Contr - EE	-	-	-	-	8,138	8,138	100.0%
3042	Health Insurance	7,723	18,388	-	-	20,730	20,730	100.0%
3043	Retiree Healthcare					17,404	17,404	100.0%
3044	Dental Insurance	1,204	1,656	1,172	1,172	2,360	1,188	101.3%
3045	Vision Insurance	174	292	1,329	1,329	300	(1,029)	-77.5%
3050	Workers Compensation	4,120	6,064	192	192	4,837	4,645	2419.1%
3051	Life & ADD Insurance	347	513	147	147	171	24	16.4%
3052	LTD Insurance	1,342	1,760	260	260	884	624	239.8%
3053	Unemployment Insurance	-	-	1,431	1,431	1,719	288	20.2%
3060	Uniforms	831	1,164	750	750	813	63	8.3%
3061	Auto Allowance	-	-	-	-	360	360	100.0%
	EE Benefits Earned					1,163	1,163	100.0%
	Total Salaries & Benefits	194,083	257,940	189,199	189,199	252,320	63,121	33.4%
3110	Vehicle Repair & Maint	1,200	17	500	500	500	-	0.0%
3111	Equipment Repair & Maint			500	500	500	-	0.0%
3122	Facility Repair & Maint	997	1,038	1,000	1,000	2,000	1,000	100.0%
3123	Catering Services			-	-	500	500	100.0%
3124	Custodial Services	4,485	5,217	5,000	5,000	-	(5,000)	-100.0%
3126	Electrical Repair & Maint	-	-	-	-	1,000	1,000	100.0%
3131	Pesticides & Fertilizer	30	-	-	-	-	-	0.0%
3150	Advertising/Publishing	15,078	14,834	23,000	23,000	18,000	(5,000)	-21.7%
3151	Training & Workshops	-	-	500	500	500	-	0.0%
3165	Other Contract Services	856	4,222	1,000	1,000	-	(1,000)	-100.0%
3201	Office Supplies	115	197	400	400	100	(300)	-75.0%
3210	Safety Supplies & Mats	147		500	500	-	(500)	-100.0%
3231	Computer Supplies	-	-	-	-	250	250	100.0%
3240	Custodial Supplies	5,177	5,387	7,000	6,750	6,000	(750)	-11.1%
3242	Landscape Supplies	1,323	5,598	2,500	2,500	2,500	-	0.0%
3244	Construction Mats	2,081	619	1,000	1,000	1,000	-	0.0%
3251	Minor Tools & Equip	394	271	500	250	500	250	100.0%
3260	Other Supplies & Mats	63	625	1,000	1,000	-	(1,000)	-100.0%
3303	Postage			500	500	-	(500)	-100.0%
3304	Utilities - Electricity	15,957	19,885	20,000	18,000	11,650	(6,350)	-35.3%
	Utilities - Gas					3,100	3,100	100.0%
	Utilities - Water					2,850	2,850	100.0%
	Utilities - Sewer					2,250	2,250	100.0%
3305	Communication	11,332	7,214	6,000	6,000	1,050	(4,950)	-82.5%
3306	Conferences	535	393	-	-	-	-	0.0%
3314	Credit Card Merchant Fees					3,000	3,000	100.0%
3401	Rent - Facilities		545	3,600	3,600	4,500	900	25.0%
3403	Rent - Tools & Equipment	2,356	2,897	1,000	1,000	2,000	1,000	100.0%
3510	Building Improvements	10,203	15,965	25,000	-	-	-	0.0%

Town of Atherton								
Public Works Dept - Park Programs 58								
Budget 2009-2010								
							Increase (Decrease)	
Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Over Prior Year Budget	% Change
3511	Machinery & Equipment		2,333	1,500	-	-	-	0.0%
3514	Office Machines & Furn		14,687	5,000	1,000	500	(500)	-50.0%
	Total Operations	72,331	101,945	107,000	74,000	64,250	(9,750)	-13.2%
	Total DPW Park Programs	266,414	359,885	296,199	263,199	316,570	53,371	20.3%

Public Works Dept - Park Programs			
101-58			
			FY 2010
Acct. No.	Title	Quantity, brief description and justification	Requested Appropriations
3001	Regular Salaries	Salaries for 1.4 positions based on the staffing matrix	116,262
			55,687
3005	Temporary Help	Workers to assist with events (see temp salaries schedule)	
3006	Overtime	Overtime need	314
3020	Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%	2,493
3025	Social Security	6.2% of salary	3,453
3030	PERS Retire Contrib - ER	Employer contribution for employee pension	15,234
	PERS Retire Contrib - EE	Employee contribution paid for by the employer	8,138
3042	Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross	20,730
3043	Retiree Healthcare	GASB 45 annual required contribution (84% funding)	17,404
3044	Dental Insurance	Teamster Dental Plan premium	2,360
3045	Vision Insurance	Vision service plan premium	300
3050	Workers Compensation	Worker's Compensation charged to Department	4,837
3051	Life & ADD Insurance	Premium to the Cities Group	171
3052	LTD Insurance	Long-term disability premium to The Cities Group	884
3053	Unemployment Insurance	Self-funded unemployment based on 1% of salaries	1,719
3060	Uniforms	Per MOU	813
3061	Auto Allowance	10% of City Engineer	360
	EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay	1,163
		Total Salaries & Benefits	252,320
3110	Vehicle Repair & Maint	Utility vehicle	500
3111	Equipment Repair & Maint	Appliances, office equipment, etc.	500
3122	Facility Repair & Maint	Carpet, carpentry, tables, chairs, etc.	2,000
3123	Catering Services	Park and Recreation dinners at Walk-through meetings (2)	500
3126	Electrical Repair & Maint	Broken light fixtures	1,000
3150	Advertising/Publishing	Yellow pages \$15,600, "Here Comes the Guide" \$2400	18,000
3151	Training & Workshops	Training seminars and courses for staff	500
3201	Office Supplies	General office supplies, paper, pens, staples, paper clips, coffee, etc.	100
3231	Computer Supplies	Minor supplies (keyboards, mice, flash drives, etc.)	250
3240	Custodial Supplies	Supplies used in the operation or routine maintenance of the park event buildings including: restroom and kitchen paper supplies, cleaning supplies, light bulbs, drinking water, etc.	6,000
3242	Landscape Supplies	Replacement plant material for the park event areas; fertilizers, mulch, tree stakes, etc.	2,500
3244	Construction Mats	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.	1,000
3251	Minor Tools & Equip	Hand tools costing \$100 or less (hammers, brooms, mops, etc.)	500
3304	Utilities -Electricity	PG&E	11,650

		Public Works Dept - Park Programs	
		101-58	
			FY 2010
Acct. No.	Title	Quantity, brief description and justification	Requested Appropriations
	Utilities - Gas	ABAG gas	3,100
	Utilities Water	Calwater	2,850
	Utilities - Sewer		2,250
3305	Communication	Cellular Phones	1,050
3314	Credit Card Svs Fees	For processing of credit card transactions	3,000
3401	Rent - Facilities	Event storage - PODS	4,500
3403	Rent - Tools & Equipment	Steam cleaner \$500; Rentals for events (reimbursable)	2,000
3514	Office Machines & Furn	Office desk and chair; replace damaged machines or furniture or upgrade based on ergonomic review, i.e., chairs	500
		Total Operations	64,250
		Total DPW - Park Programs	316,570

Town of Atherton

Public Works Dept - Building Maintenance 59

Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Increase (Decrease)	%
							Over Prior Year Budget	Change
101-59-3001	Regular Salaries	113479.37	89,595	113,033	113,033	111,814	(1,219)	-1.1%
3005	Temporary Help	4866.13	12,451	16,000	1,000	-	(1,000)	-100.0%
3006	Overtime	1397.88	4,374	2,000	2,000	-	(2,000)	-100.0%
3010	Standby Pay	2825	5,272	1,280	1,280	1,180	(100)	-7.8%
3020	Medicare Insurance	1771.24	1,615	1,639	1,639	1,621	(18)	-1.1%
3025	Social Security	301.75	772	-	-	-	-	0.0%
3030	PERS Retire Contr - ER	22404.75	17,807	22,154	22,154	14,651	(7,503)	-33.9%
	PERS Retire Contr - EE	0	-	-	-	7,827	7,827	100.0%
3042	Health Insurance	24221.34	25,904	34,751	34,751	20,049	(14,702)	-42.3%
3044	Dental Insurance	2407.2	1,955	2,525	2,525	2,171	(354)	-14.0%
3045	Vision Insurance	624.72	507	654	654	335	(319)	-48.8%
3050	Workers Compensation	6283.06	5,443	6,196	6,196	4,763	(1,433)	-23.1%
3051	Life & ADD Insurance	471.84	338	520	520	176	(344)	-66.2%
3052	LTD Insurance	1775.01	1,405	1,828	1,828	850	(978)	-53.5%
3053	Unemployment Insurance		-	-	-	1,118	1,118	100.0%
3060	Uniforms		-	1,500	-	-	-	0.0%
3061	Auto Allowance		-	-	-	360	360	100.0%
	EE Benefits Earned					1,118	1,118	100.0%
	Total Salaries & Benefits	182,829	167,437	204,080	187,580	168,033	(19,547)	-10.4%
3107	Contract Engineering			10,000	10,000	-	(10,000)	-100.0%
3110	Vehicle Repair & Maint	622	740	-	-	-	-	0.0%
3111	Equipment Repair & Maint			5,400	400	500	100	25.0%
3120	Building Security	7,135	31,384	-	-	5,000	5,000	100.0%
3122	Facility Repair & Maint			31,000	17,000	15,000	(2,000)	-11.8%
3124	Custodial Services			8,000	2,550	11,000	8,450	331.4%
3125	HVAC Repair & Maint			16,000	8,000	7,500	(500)	-6.3%
3126	Electrical Repair & Maint			40,000	10,000	8,500	(1,500)	-15.0%
3127	Roof Repair & Maint			34,000	34,000	5,000	(29,000)	-85.3%
3131	Pesticides & Fertilizer	2,160	1,180	2,000	2,000	1,500	(500)	-25.0%
3161	Inspection & Testing			3,000	3,000	2,500	(500)	-16.7%
3165	Other Contract Services	52,263	38,026	14,000	4,000	500	(3,500)	-87.5%
3169	Disaster Preparedness			-	-	8,500	8,500	100.0%
3210	Safety Supplies & Mats			-	-	100	100	100.0%
3240	Custodial Supplies	1,574	2,981	2,500	2,500	3,500	1,000	40.0%
3242	Landscape Supplies	64	485	500	500	250	(250)	-50.0%
3244	Construction Mats	5,257	2,120	3,000	3,000	2,500	(500)	-16.7%
3251	Minor Tools & Equip	252		100	100	100	-	0.0%
3252	Gas & Oil		694	800	800		(800)	-100.0%
3304	Utilities - Electricity	2,712	3,629	4,000	3,600	-	(3,600)	-100.0%
	Utilities - Sewer					1,350	1,350	100.0%
3305	Communication	63		-	-	-	-	0.0%
3401	Rent - Facilities			21,968	21,968	-	(21,968)	-100.0%
3403	Rent - Tools & Equipment		230	-	-	-	-	0.0%
3511	Machinery & Equipment		2,229	4,000	-	6,000	6,000	100.0%
3514	Office Machines & Furn		12,136	-	-	-	-	0.0%
	Total Operations	72,103	95,834	200,268	123,418	79,300	(44,118)	-35.7%
	Total DPW Bldg Maint	254,932	263,271	404,348	310,998	247,333	(63,665)	-20.5%

Public Works Dept - Building Maintenance			
101-59			
Acct. No.	Title	Quantity, brief description and justification	FY 2010 Requested Appropriations
3001	Regular Salaries	Salaries for 1.3 positions based on the staffing matrix	111,814
3010	Standby Pay	PER MOU	1,180
3020	Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%	1,621
3030	PERS Retire Contrib - ER	Employer contribution for employee pension	14,651
	PERS Retire Contrib - EE	Employee contribution paid for by the employer	7,827
3042	Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross	20,049
3044	Dental Insurance	Teamster Dental Plan premium	2,171
3045	Vision Insurance	Vision service plan premium	335
3050	Workers Compensation	Worker's Compensation charged to Department	4,763
3051	Life & ADD Insurance	Premium to the Cities Group	176
3052	LTD Insurance	Long-term disability premium to The Cities Group	850
3053	Unemployment Insurance	Self-funded unemployment based on 1% of salaries	1,118
3061	Auto Allowance	10% of City Engineer	360
	EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay	1,118
Total Salaries & Benefits			168,033
3111	Equipment Repair & Maint	Appliances, clocks, etc.	500
3120	Building Security	Gates, fences, doors, locks, for all bldgs	5,000
3122	Facility Repair & Maint	Elevator, carpet cleaning, carpentry, plumbing for all bldgs	15,000
3124	Custodial Services	All DPW custodial now covered in building maintenance	11,000
3125	HVAC Repair & Maint	27 units routine maintenance \$; repairs \$	7,500
3126	Electrical Repair & Maint	All Town buildings except park ground and park buildings	8,500
3127	Roof Repair & Maint	All Town buildings	5,000
3131	Pesticides & Fertilizer	Pest elimination (rats, mice, ants, etc.)	1,500
3161	Inspection & Testing	Comprehensive inspections (3); fire extinguishers, elevator	2,500
3165	Other Contract Services	Miscellaneous	500
3169	Disaster Preparedness	Generator maintenance \$2500, Water tank for EOC (includes pump and installation) \$6000	8,500
3210	Safety Supplies & Materials	First Aid kit replenishment	100
3240	Custodial Supplies	Supplies used in the operation or routine maintenance of Town buildings, including: restroom and kitchen paper supplies, cleaning supplies, light bulbs, drinking water, etc.	3,500
3242	Landscape Supplies	Replacement plant material for buildings; fertilizers, mulch, tree stakes, etc.	250
3244	Construction Matls	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.	2,500
3251	Minor Tools & Equip	Hand tools costing \$100 or less (shovels, rakes, hammers, brooms, etc.)	100
	Utilities - Sewer	County of San Mateo	1,350
3511	Machinery & Equipment	Replacement of broken machinery/equipment	6,000
Total Operations			79,300
Total DPW - Building Maintenance			247,333

Salaries for DPW Department																	
FY 2010																	
Job Class	Step @ 6/30/09	Salary @ 6/30/09	2010 Salary	Employer PERS	Employee PERS	Standby Pay	Social Security	Medicare	Medical	Dental	Vision	LTD	Life & ADD	Worker's Comp	Uniform	Auto Allow	Total
DPW - Engineering 50																	
PW Director (.6)	D	95,963	95,963	12,574	6,717		0.062	1,391	4,238	1,030	72	492	133	159		2,160	124,931
PW Superintendent (.1)	D	12,475	12,475	1,635	873			181	1,665	172	31	82	17	823			17,954
Assistant Engineer	B	78,176	82,085	10,756	5,746			1,190	3,600	1,630	165	624	114	136			106,047
PW Supervisor (.5)	D	43,528	43,528	5,703	3,047	1,475		631	6,084	815	83	331	57	2,386			64,140
Office Specialist	D	61,162	61,162	8,014	4,281			887	6,710	1,630	114	465	114	102			129,093
	FTE	3.2	291,304	295,213	38,682	20,665		4,281	22,297	5,277	466	1,994	437	3,607	-	2,160	396,552
DPW - Street Maint 53																	
PW Director (.1)	D	15,994	15,994	2,096	1,120			232	706	172	12	82	22	27		360	20,822
PW Superintendent (.4)	D	49,899	49,899	6,538	3,493			724	6,661	686	125	328	67	3,293	200		72,015
PW Supervisor (.5)	D	43,528	43,528	5,703	3,047	1,475		631	6,084	815	83	331	57	2,386	813		64,953
PW Maint Worker I (.8)	D	43,531	43,531	5,704	3,047	2,360		631	13,957	1,304	237	331	92	2,386	813		74,393
PW Maint Worker II (.9)	D	53,870	53,870	7,059	3,771	2,655		781	10,952	1,467	149	409	103	2,953	813		84,982
PW Maint Worker II (.9)	D	53,870	53,870	7,059	3,771	2,655		781	14,237	1,467	267	409	103	2,953	813		88,385
	FTE	3.6	260,692	260,692	18,248	9,145		3,780	52,597	5,912	873	1,891	445	13,999	3,450	360	405,551
DPW - Parks Maint 57																	
PW Director (.1)	D	15,994	15,994	2,096	1,120			232	706	172	12	122	22	27		360	20,861
PW Superintendent (.2)	D	24,950	24,950	3,269	1,746			362	3,330	343	62	190	34	1,647			35,933
Park Supervisor	C	82,909	87,055	11,407	6,094	2,950		1,262	6,084	1,630	114	662	114	4,772	813		122,958
Park/Facil Maint Worker II (.1)	D	5,986	5,986	784	419			87	1,745	163	30	45	11	328			9,598
	FTE	1.4	129,838	133,984	17,556	9,379		1,943	11,866	2,308	218	1,018	182	6,774	813	360	189,350
DPW - Park Program 58																	
PW Director (.1)	D	15,994	15,994	2,096	1,120			232	706	172	12	122	22	27		360	20,861
Park Program Manager (.8)	D	70,340	70,340	9,217	4,924			1,020	11,301	1,373	139	535	92	117			99,057
Park/Facil Maint Worker II (.5)	D	29,928	29,928	3,921	2,095			434	8,723	815	148	227	57	1,641	813		48,802
	FTE	1.4	116,262	116,262	15,234	8,138		1,686	20,730	2,360	300	884	171	1,784	813	360	168,721
DPW - Building Maint 59																	
PW Director (.1)	D	15,994	15,994	2,096	1,120			232	706	172	12	122	22	27		360	20,861
PW Superintendent (.3)	D	37,425	37,425	4,904	2,620			543	4,996	515	94	284	51	2,470			53,900
Park Program Manager (.2)	D	17,585	17,585	2,304	1,231			255	2,825	343	35	134	23	29			24,764
PW Maint Worker I (.2)	D	10,883	10,883	1,426	762	590		158	3,489	326	59	83	23	597			18,395
Park/Facil Maint Worker II (.3)	D	17,957	17,957	2,353	1,257			260	5,234	489	89	136	34	984			28,794
PW Maint Worker II (.1)	D	5,986	5,986	784	419	295		87	1,217	163	17	45	11	328			9,352

Salaries for DPW Department FY 2010																			
Job Class	Step @ 6/30/09	Salary @ 6/30/09	2010 Salary	Employer PERS	0.13103	0.07	Standby Pay	Social Security	0.062	0.0145	Medical	Dental	Vision	LTD	Life & ADD	Worker's Comp	Uniform	Auto Allow	Total
PW Maint Worker II (.1)	D	5,986	5,986	784	419	295	87	1,582	163	30	45	11	328						9,730
FTE	1.3	111,814	111,814	14,651	7,827	1,180	-	1,921	20,049	2,171	335	850	176	4,763			360		165,797
Tennis Fund																			
Park/Facil Maint Worker II (.1)	D	5,986	5,986	784	419		87	1,745	163	30	45	11	328						9,598
Total DPW	FTE 11	915,897	923,951	121,065	64,677	14,750	-	13,397	129,285	18,190	2,221	6,682	1,421	31,254			5,075		1,335,568
Note: Salaries are projected at one step higher than the employee is currently.																			

Temporary Help Salaries for DPW Department					
FY 2010					
		0.062	0.0145	0.05482	1.13132
<u>Task</u>	Wages	Social Security	Medicare	Worker's Comp	Total
Crack Seal	4,243	263	62	233	4,800
Channle Clearing	5,922	367	86	325	6,700
Street Maint Dept 53	10,165	630	147	557	11,500
Weekend Pre/Recovery (Fri & Mon)	13,789	855	200	756	15,600
Weed Knock-Down	2,121	132	31	116	2,400
Irrigation Repairs	2,652	164	38	145	3,000
Fill-in vacation/Training	3,978	247	58	218	4,500
Park Maint Dept 57	22,540	1,397	327	1,236	25,500
Weddings/Social (weekend events)	22,098	1,370	320	1,211	25,000
Meetings (weekday evenings)	13,259	822	192	727	15,000
Classes	884	55	13	48	1,000
Event Gard Maint	11,491	712	167	630	13,000
Fill-in for vacation/training/projects	5,304	329	77	291	6,000
Cleaning windows & chairs	2,652	164	38	145	3,000
Park Programs Dept 58	55,687	3,453	807	3,053	63,000
Total Temp Help	88,392	5,480	1,282	4,846	100,000

Town of Atherton	
Public Works Department	
Budget 2009-2010	
	Supplemental Budget Request
<u>Description</u>	
<u>Request #1</u>	
Replace one 1986 GMC dump truck VID#16DJ6D1B0GV507807 with a used single axel dump truck.	42,000
Reason: Vehicle has reached far past the end of its useful life.	
Total Cost to Equipment Replacement Fund	42,000

RESOLUTION NO. 09-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON ESTABLISHING THE APPROPRIATIONS LIMIT
FOR FISCAL YEAR 2009-10 AND REVISING THE GANN APPROPRIATION
LIMITS FOR THE FISCAL YEARS 2003-04, 2004-05, 2005-06, 2006-07, 2007-08 AND
2008-09 PURSUANT TO ARTICLE X111 B OF THE CALIFORNIA CONSTITUTION**

WHEREAS, Article XIII B of the Constitution of the State of California provides that the total annual appropriations subject limitation of each government entity, including this Town, shall not exceed the appropriations limit of such entity of government for the prior year adjusted for certain changes mandated by Proposition 4 passed in November, 1979 and Proposition 111 passed in June, 1990, except as otherwise provided for in said Article XIII B and implementing State statutes; and

WHEREAS, pursuant to Article X111 B, and Section 7900 et seq of the California Government Code, the Town is required to set its appropriations limit for each fiscal year; and

WHEREAS, the Finance Director of the City of the Town of Atherton has conducted the necessary analysis and calculations to determine the appropriations limit for Fiscal Year 2009-10, relying on the permanent Fiscal Year 1993-94 limit approved by the voters on November 3, 1994, and the following two adjustment factors: Change in Population for the County of San Mateo and Change in Per Capita Income provided by the State of California, Department of Finance; and

WHEREAS, based on such calculations, the Finance Director has determined the said appropriations limit, and pursuant to Section 7910 of the Government Code, has made available to the public the documentation used in the determination of the limit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Atherton that the new appropriations limit for the Fiscal Year 2009-10 shall be and is hereby set in the amount of **\$29,243,245** and its calculations as set forth in Attachment 1, copy of which is attached hereto.

WHEREAS, the Town of Atherton calculated the appropriations limits for the 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, and 2008-09 fiscal years to be as follows:

	\$7,992,725
2004-05	\$8,478,966
2005-06	\$8,779,022
2006-07	\$9,017,777
2007-08	\$9,296,482
2008-09	\$9,818,431

WHEREAS, said Town has since recalculated the appropriations limit amounts for each of the subject fiscal years due to an error in the other adjustment factor for parcel tax. The

proceeds of taxes that are subject to the appropriations limit for each of the subject fiscal years have not changed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Atherton that the Town's appropriations limits are hereby revised for the subject fiscal years as follows and its calculations as set forth in Attachment 2 through 7, copies of which are attached hereto.

2003-04	\$ 8,013,112
2004-05	\$11,115,081
2005-06	\$14,559,273
2006-07	\$18,016,662
2007-08	\$21,959,327
2008-09	\$25,978,245

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of June, 2009, by the following vote:

<i>AYES:</i>	<i>Council Members:</i>
<i>NOES:</i>	<i>Council Members:</i>
<i>ABSENT:</i>	<i>Council Members:</i>
<i>ABSTAIN:</i>	<i>Council Members:</i>

Jerry Carlson, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne Furth, City Attorney

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2004

Attachment 2

	Amount	Source
A. Appropriations FYE 6/30/03:	\$ 5,509,974	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase % *	1.0037	State Department of Finance
2) Inflation increase %	1.0231	State Department of Finance
3) Total adjustment %	1.0269	B1xB2
C. Annual Adjustment Increase	148,138	{(B3-1)xA}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Tax Adjustment (+)	2,355,000	N/A
E. Total Adjustments	2,503,138	(C+D)
F. Appropriations Limit FYE 6/30/04	\$ 8,013,112 **	(A+E)
* Greater of population increase % for:		
Atherton	1.0025	
San Mateo County	1.0037	

** Note - The Resolution submitted to the Atherton City Council presented \$7,992,725 due to a mathematical miscalculation. The correct Appropriations Limit of \$8,013,112 will be submitted in the 2005-2006 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2005

Attachment 3

	Amount	Source
A. Appropriations FYE 6/30/04:	\$ 8,013,112	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase % *	1.0063	State Department of Finance
2) Inflation increase %	1.0328	State Department of Finance
3) Total adjustment %	1.0393	B1xB2
C. Annual Adjustment Increase	314,969	{{(B3-1)xA}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Parcel Tax Adjustment (+)	2,787,000	N/A
E. Total Adjustments	3,101,969	(C+D)
A. Appropriations Limit FYE 6/30/05	\$ 11,115,081 **	(A+E)

* Greater of population increase % for:
Atherton 1.0063
San Mateo County 1.0044

** Note - The Resolution submitted to the Atherton City Council presented \$8,478,966 due to a mathematical miscalculation. The correct Appropriations Limit of \$11,584,326 will be submitted in the 2005-2006 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2006

Attachment 4

	Amount	Source
A. Appropriations FYE 6/30/05:	\$ 11,115,081	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase % *	1.0062	State Department of Finance
2) Inflation increase %	1.0526	State Department of Finance
3) Total adjustment %	1.0591	B1xB2
C. Annual Adjustment Increase	657,192	{(B3-1)xA}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Parcel Tax Adjustment (+)	2,787,000	N/A
E. Total Adjustments	3,444,192	(C+D)
F. Appropriations Limit FYE 6/30/06	\$ 14,559,273 **	(A+E)

* Greater of population increase % for:
 Atherton 1.0022
 San Mateo County 1.0062

** Note - The Resolution submitted to the Atherton City Council presented \$8,779,022 due to a mathematical miscalculation. The correct Appropriations Limit of \$15,056,262 will be submitted as an amendment to the adopted 2006-2007 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2007

Attachment 5

	Amount	Source
A. Appropriations FYE 6/30/06:	\$ 14,559,273	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase %	1.0062 *	State Department of Finance
2) Inflation increase %	1.0396	State Department of Finance
3) Total adjustment %	1.0460	B1xB2
C. Annual Adjustment Increase	670,389	{{(B3-1)xA}}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Parcel Tax Adjustment (+)	2,787,000	N/A
E. Total Adjustments	3,457,389	(C+D)
F. Appropriations Limit FYE 6/30/07	\$ 18,016,662 **	(A+E)

* Greater of population increase % for:
Atherton 1.0048
San Mateo County 1.0062

** Note - The Resolution submitted to the Atherton City Council presented \$9,017,777 due to a mathematical miscalculation. The correct Appropriations Limit of \$18,536,535 will be submitted as amendment to the adopted 2006-2007 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2008

Attachment 6

	Amount	Source
A. Appropriations FYE 6/30/07:	\$ 18,016,662	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase %	1.0191 *	State Department of Finance
2) Inflation increase %	1.0442	State Department of Finance
3) Total adjustment %	<u>1.0641</u>	B1xB2
C. Annual Adjustment Increase	1,155,665	{{(B3-1)xA}}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Parcel Tax Adjustment (+)	2,787,000	N/A
E. Total Adjustments	3,942,665	(C+D)
F. Appropriations Limit FYE 6/30/08	\$ 21,959,327 **	(A+E)

* Greater of population increase % for:

Atherton	1.0191
San Mateo County	1.0097

** Note - The Resolution submitted to the Atherton City Council presented \$9,296,482 due to a mathematical miscalculation. The correct Appropriations Limit of \$22,512,547 will be submitted as amendment to the adopted 2007-2008 City Council Resolution.

**Town of Atherton
 Appropriations Limit Schedule
 For the year ending June 30, 2009**

Attachment 7

	<u>Amount</u>	<u>Source</u>
A Appropriations limit for the year ended June 30, 2008	\$ 21,959,327	Prior year schedule
B. Calculation factors:		
Population increase *	1.0127	State Department of Finance
Inflation increase	1.0429	State Department of Finance
Total adjustment factor	<u>1.0561</u>	B1 * B2
C. Annual adjustment increase	1,231,918	[(B3-1)A]
D. Other adjustments:		
Loss responsibility (-)	-	N/A
Transfers to private (-)	-	N/A
Transfers to fees (-)	-	N/A
Parcel Tax Adjustment(+)	<u>2,787,000</u>	N/A
E. Total adjustments	<u>4,018,918</u>	(C+D)
F. Appropriations limit for the year ending June 30, 2009	<u>\$ 25,978,245</u>	(A+E)

* Greater of population increase % for:
 Atherton 1.0114
 San Mateo County 1.0127

** Note - The Resolution submitted to the Atherton City Council presented \$9,296,482 due to a mathematical miscalculation. The correct Appropriations Limit of \$23,775,501 will be submitted as amendment to the adopted 2008-2009 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the year ending June 30, 2009

Attachment 7

	Amount	Source
A Appropriations limit for the year ended June 30, 2008	\$ 21,959,327	Prior year schedule
B. Calculation factors:		
Population increase	1.0127	State Department of Finance
Inflation increase	1.0429	State Department of Finance
Total adjustment factor	<u>1.0561</u>	B1 * B2
C. Annual adjustment increase	1,231,918	[(B3-1)A]
D. Other adjustments:		
Loss responsibility (-)	-	N/A
Transfers to private (-)	-	N/A
Transfers to fees (-)	-	N/A
Parcel Tax Adjustment(+)	<u>2,787,000</u>	N/A
E. Total adjustments	<u>4,018,918</u>	(C+D)
F. Appropriations limit for the year ending June 30, 2009	<u>\$ 25,978,245</u>	(A+E)

* Greater of population increase % for:
 Atherton 1.0114
 San Mateo County 1.0127

** Note - The Resolution submitted to the Atherton City Council presented \$9,296,482 due to a mathematical miscalculation. The correct Appropriations Limit of \$23,775,501 will be submitted as amendment to the adopted 2008-2009 City Council Resolution.

Town of Atherton								
Tennis Fund								
Budget FY 2009-2010								
				Adopted	Adjusted	Requested	Increase	
		Actual	Actual	Budget	Budget	Budget	(Decrease)	%
Account	Description	2006-07	2007-08	2008-09	2008-09	2009-10	Over Prior	Change
							Year Budget	
105-00-1668	Tennis Keys	8,325	5,505	5,500	5,500	9,000	3,500	63.6%
1669	Tennis Classes	-	12,410	1,500	1,500	3,500	2,000	133.3%
1710	Interest Income	1,104	(129)	1,000	1,000	100	(900)	-90.0%
	Total Revenues	9,429	17,786	8,000	8,000	12,600	4,600	57.5%
3001	Regular Salaries	501			8,721	5,986	(2,735)	100.0%
3005	Temporary Help		2,904	5,776	7,000	8,839	1,839	26.3%
3020	Medicare Tax	7	42	200	200	215	15	7.5%
3025	Social Security	31	172	600	600	548	(52)	-8.7%
3030	PERS Retire Contr-ER		28			784	784	100.0%
	PERS Retire Contr-EE					419	419	100.0%
3042	Health Insurance					1,745	1,745	100.0%
3044	Dental Insurance					163	163	100.0%
3045	Vision Insurance					30	30	100.0%
3050	Worker's Comp	27	164	100	100	813	713	712.7%
3051	Life & ADD Insurance					11	11	100.0%
3052	LTD Insurance					45	45	100.0%
3120	Building Security					500	500	100.0%
3165	Other Contract Services	627	1,605		307	500	193	100.0%
3240	Building Supplies			500	500		(500)	-100.0%
3244	Construction Materials	322	623		3,500	2,500	(1,000)	100.0%
3251	Minor Tools & Equip				100	100	-	100.0%
3260	Other Supplies & Matls	2,154					-	0.0%
	Total Expenditures	3,670	5,538	7,176	21,028	23,198	2,170	10.3%
	Excess (Deficiency) of Rev Over Exp	5,759	12,248	824	(13,028)	(10,598)	2,430	-18.7%

		Tennis Fund	
		Fund 105	
		FY 2010	
Account No. & Title	Quantity, brief description and justification of items requested	Projected Appropriation	
3001	Regular Salaries	Salaries for .10 position based on the staffing matrix	5,986
3005	Temporary Help	Weekly cleaning, court patching & Painting	8,839
3020	Medicare Tax	1.45% of salary for employees hired after April 1986	215
3025	Social Security	6.2% of salary	548
3030	Pers Retire Contr - ER	Employer contribution for employee pension	784
	Pers Retire Contr - EE	Employee contribution paid for by the employer	419
3042	Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross	1,745
3044	Dental Insurance	Teamster Dental Plan premium	163
3045	Vision Insurance	Vision Service Plan premium	30
3050	Worker's Comp	Worker's comp charged to dept	813
3051	Life & ADD Insurance	Premium to the Cities Group	11
3052	LTD Insurance	Long-term disability premium to The Cities Group	45
Total Salaries & Benefits			19,598
3120	Building Security	Re-key tennis court gates	500
3165	Other Contract Services	Miscellaneous	500
3244	Construction Materials	Court patching and painting	2,500
3251	Minor Tools & Equip	Tools for court patching & painting	100
Total Operations			3,600
Total Tennis Fund			23,198

Temporary Help Salaries for Tennis Fund (DPW)					
FY 2010					
		0.062	0.0145	0.05482	1.13132
<u>Task</u>	<u>Wages</u>	<u>Social Security</u>	<u>Medicare</u>	<u>Worker's Comp</u>	<u>Total</u>
Crack Seal & Repaint	2,210	137	32	121	2,500
Twice Weekly Cleaning of Courts	6,629	411	96	363	7,500
Total Temp Help	8,839	548	128	485	10,000

Town of Atherton					
Police Grant Fund					
Budget FY 2009-2010					
			Adopted	Requested	Increase
		Actual	Budget	Budget	(Decrease)
Account	Description	2007-08	2008-09	2009-10	Over Prior
					Year Budget
209-40-1550	COPS Grant	100,000	100,000	100,000	-
	Total Revenue	100,000	100,000	100,000	-
209-40-3001	Regular Salaries	100,000	100,000	100,000	-
	Total Expenditure	100,000	100,000	100,000	-
	Net	-	-	-	-

		Police Grant Fund	
		Fund 209	
			FY 2010
	Account No.	Quantity, brief description and	Projected
	& Title	justification of items requested	Appropriation
3001	Regular Salaries	Portion of Police Lieutenant salary	100,000

Town of Atherton								
Library Fund								
Budget FY 2009-2010								
							Increase	
							(Decrease)	
Account	Description	Actual 2006-07	Actual 2007-08	Adopted Budget 2008-09	Adjusted Budget 2008-09	Requested Budget 2009-10	Over Prior Year Budget	% Change
213-00-1010	Secured Property Tax	569,531	600,000	560,000	560,000	625,000	65,000	11.6%
1710	Interest Income	90,152	9,470	90,000	90,000	20,000	(70,000)	-77.8%
	Total Revenues	659,683	609,470	650,000	650,000	645,000	(5,000)	-0.8%
3005	Temporary Help	1223.34	(1,675)	4,000	4,000	6,000	2,000	50.0%
3020	Medicare Insurance	17.97	(25)	-	-	87	87	100
3025	Social Security	76.3	(104)	-	-	372	372	100
3050	Workers Compensation	67.38	(97)	-	-	329	329	100
	Total Salaries & Benefits	1,385	(1,902)	4,000	4,000	6,788	2,788	69.7%
3120	Building Security				-	15,000	15,000	100.0%
3122	Facility Repair & Maintenance	1602	832	1,000	1,000	1,000	-	0.0%
3124	Custodial Services	4952.8	5,117	7,500	7,500	7,500	-	0.0%
3125	HVAC Repair & Maint				-	600	600	100.0%
3126	Electrical Repair & Maint				-	2,500	2,500	100.0%
3165	Other Contract Services	25362.8	6,286	75,600	75,600	2,500	(73,100)	-96.7%
3240	Custodial Supplies			2,800	2,800	1,000	(1,800)	-64.3%
3260	Other Supplies & Materials			1,000	1,000	-	(1,000)	-100.0%
3304	Utilities	8743.7	8,781	10,000	10,000	10,000	-	0.0%
3510	Building Improvements			77,000	77,000	-	(77,000)	-100.0%
3511	Mach & Equipment			15,000	15,000	-	(15,000)	-100.0%
3514	Office Equip & Furniture			10,000	10,000	-	(10,000)	-100.0%
	Total Operations	40,661	21,016	199,900	199,900	40,100	(159,800)	-79.9%
	Total Expenditures	42,046	19,114	203,900	203,900	46,888	(157,012)	-77.0%
	Excess (Deficiency) of Rev Over Exp	617,637	590,356	446,100	446,100	598,112	152,012	34.1%

	Library Fund		
	Fund 213		
			FY 2010
	Account No. & Title	Quantity, brief description and justification of items requested	Projected Appropriation
3005	Temporary Help	Workers to assist with miscellaneous projects	6,000
3020	Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%	87
3025	Social Security	6.2% of salary	372
3050	Workers Compensation	Worker's Compensation charged to Department	329
		Total Salaries & Benefits	6,788
3120	Building Security	New alarm system (security and fire)	15,000
3122	Facility Repair & Maint	Misc. repairs as needed	1,000
3124	Custodial Services	Portion of Town janitorial contract	7,500
3125	HVAC Repair & Maint	Clean air ducts after seismic and windows	600
3126	Electrical Repair & Maint	Misc. electrical repairs, light replacements, etc.	2,500
3165	Other Contract Services	Deep Clean building after seismic retrofit (\$2500)	2,500
3240	Custodial Supplies	This line for janitorial type supplies	1,000
3304	Utilities	Electricity, gas and water	10,000
		Total Operations	40,100
		Total Library	46,888

**TOWN OF ATHERTON
YEAR 5 OF RECOMMENDED CIP
FY2009/2010 SUMMARY**

Priority	Fund Number	Fund Name	FUND SOURCES							Ath. Chan. District
			Total	Parcel Tax	Measure A	Gas Tax	Road Impact	Prop 42	Capital Imp.	
		Projected Beginning Balance 7/1/2009	3,118,078	1,930,799	31,629	98,574	768,015	65,000	167,513	56,548
		REVENUES								
	08004	Regional Trails Program (CA State Parks-Federal)	2,955,000	1,858,000	205,000	100,000	650,000	60,000	104,800	82,000
	08004	Atherton Dames (Other Local)	104,800						26,200	
	09007	Atherton Dames (Other Local)	26,200						75,000	
	08028	Safe Routes to School (SRTS)(Caltrans - State)	75,000						102,600	
	08028	Las Lomitas School District (Other Local)	102,600						11,400	
	08015	Menlo Park School District (Other Local)	11,400						187,167	
	08015	Menlo Park Traffic Impact Fees (Other Local)	187,167						126,667	
	08025	Economic Stimulus (ARRA) Tier 1 (Caltrans - Federal)	126,667						207,000	
	08025	Economic Stimulus (ARRA) Tier 2 (Caltrans - Federal)	207,000						40,000	
		TOTAL FUNDS AVAILABLE	6,953,911	3,788,799	236,629	198,574	1,418,015	125,000	1,048,346	138,548
		EXPENDITURES								
		Encumbered Projects from 2008-09								
In Progress	08004	Park Trail and Bridge	131,000						131,000	
In Progress	08028	Las Lomitas SR2S Sidewalk Extension	114,000						114,000	
In Progress	08017	Upper Channel Repair Phase 2 Design	70,000	70,000						
In Progress	08022	Main House/Playschool Roof	57,306	57,306						
In Progress	08025	Atherton Avenue Economic Stimulus	641,659		80,000		250,736		310,923	
		2009-10 Projects								
1	09016	Council Chambers Seismic Retrofit	254,500	254,500						
2	09017	Upper Channel Repair Monitoring	10,000							10,000
3	08017	Upper Channel Repair Phase 2	250,000	125,000						125,000
4	09014	Replace tennis courts fence fabric	27,000	27,000						
5	09001	Street Patch, Seal & Overlay	500,000	75,000		192,000	108,000	125,000		
6	08015	Encinal Traffic Signal (1/3)	440,500		126,667				313,833	
7	08010	Drainage Construction Fletcher/Ridgeview (C)	1,500,000	1,000,000			500,000			
8	08011	Drainage Construction Polhemus (E3)	200,000	200,000						
9	09024	Traffic Studies (Fair Oaks and Valparaiso)	35,000	35,000						
10	09011	Master Irrigation Plan Upgrades	125,000	125,000						
11	09006	Second Park Well	75,000	75,000						
12	09007	Water Tower Lawn	100,000	25,000					75,000	
13	09005	South Meadow Irrigation and Rehab	60,000	60,000						
14	09002	Street Reconstruction 7	900,000	341,000			559,000			
15	08011	Drainage Construction Mulberry (E4), Walsh @ Belbrook	115,000	115,000						
16		Drainage Projects	350,000	350,000						
		CIP Related Fees								

**YEAR 5 OF RECOMMENDED CIP
FY2009/2010 SUMMARY**

Priority	Fund Number	Fund Name	FUND SOURCES							Ath. Chan. District		
			Total	201 Parcel Tax	202 Measure A	203 Gas Tax	210 Road Impact	220 Prop 42	401 Capital Imp.			
	09018	Congestion Relief (C/CAG) Fee	24,845		24,845							
	09019	C/CAG Gas Tax Fee	3,920		3,920	3,920						
	09020	State Controller Street Report Preparation Fee	2,250		2,250	2,250						
	09020	State Controller Drainage District Report Prep. Fee	2,490		2,490							2,490
	09021	Parcel Tax Roll Preparation Fee	1,500	1,500								
	09022	Annual Financial Audit (Measure A)	1,295	1,295								
		TOTAL FUNDING USE	5,992,265	2,936,305	232,807	198,170	1,417,736	125,000	944,756	137,490		
		Subtotal Fund Balance	961,646	852,493	3,822	404	279	0	103,590	1,058		
		Transfer to General Fund	780,863	780,863								
		PROJECTED END BALANCE 6/30/2010	180,783	71,630	3,822	404	279	0	103,590	1,058		

TOWN OF ATHERTON
YEAR 5 OF RECOMMENDED CIP
FY2009/2010 ENGINEERING COST SUMMARY

FUND SOURCES (Costs included in overall project funding for each project)

	Total	201	202	203	210	220	401	403
		Parcel Tax	Measure A	Gas Tax	Road Impact	Prop 42	Capital Imp.	Ath. Chan. District
Encumbered Projects from 2008-09								
08004	2,620						2,620	
08028	11,400						11,400	
08017	700	700						
08025	19,250				19,250			
2009-10 Projects								
09016	5,090	5,090						
09017	100							
08017	5,000	5,000						100
09014	540	540						
09001	25,000	25,000						
08015	8,810		8,810					
08010	30,000	30,000						
08011	4,000	4,000						
09011	2,500	2,500						
09006	2,250	2,250						
09007	2,000	2,000						
09005	1,800	1,800						
09002	90,000	90,000						
08011	3,000	3,000						
Total Engineering Costs Reimbursed to General Fund		171,880	8,810	0	19,250	0	14,020	100

**CAPITAL IMPROVEMENT
PROGRAM**

PROJECT DESCRIPTIONS

FY 2009-2010

CIP PROJECT DESCRIPTIONS

TOWN PROJECTS

Project: Council Chambers Seismic Retrofit
Description: This project will implement the recommendations of the April 2009 Structural Evaluation Report prepared by the Crosby Group. The Council Chambers is used for public meetings and therefore needs additional structural improvements. The major elements are: shear walls, diaphragm upgrade and anchorage, roof tile anchorage, foundation grout injections, caissons and hard ceiling anchorage.
Designer: Crosby Group
Schedule: Design winter/spring 2010 Construction summer/fall 2010

Account	FY09-10
201	\$254,500
Total	\$254,500

STREET PROJECTS

Project: Street Patch, Seal and Overlay
Description: This is an annual program to patch locations of failed pavement by dig-outs, crack seal and slurry seal for those streets with pavement conditions between PCI ratings of 70 and 75, and overlay streets with PCI ratings between 30 and 70, usually by cape seal (chip seal followed by microsurfacing). The ratings are based on bi-annual surveys conducted with grants from MTC.

The streets to be slurry sealed in the next two years are:

IRVING (MAGNOLIA TO JAMES)	CLAY DR	VALLEY RD (WALSH TO BEND)
ROSEWOOD	DINKELSPEIL STATION LN (ASHFIELD TO MAPLE)	VIRGINIA LN
HOLBROOK	EDWARDS LN	AUSTIN AVE (SELBY TO STOCKBRIDGE)
ELENA AVE (FAXON TO VALPARAISO)	HEATHER DR (JAMES TO LINDEN)	LEON WAY
HAWTHORN DR (JAMES TO LINDEN)	HERITAGE CT	MANDARIN WAY
SELBY LN (98 CUL-DE-SAC)	MARSH RD (.25 MI TO FAIR OAKS AVE)	MONTE VISTA AVE
SELBY LN (ATHERTON TO POLHEMUS)	PATRICIA DR (SERRANO TO STOCKBRIDGE)	QUEENS CT
SERRANO DR	STOCKBRIDGE AVE (SERRANO TO EL CAMINO)	EMILIE AVE (ALEJANDRA TO MCBAIN)
ATHERTON AVE (ELENA TO MERCEDES)	ALMENDRAL AVE (AUSTIN TO EL CAMINO)	FAIR OAKS LN (81 CUL-DE-SAC)
DOUGLASS WAY	CAMINO AL LAGO LN (MONTE VISTA TO PARK)	FLETCHER DR (RIDGEVIEW TO ALAMEDA)
FAIRFAX AVE	COWELL LN	KILROY WAY

CIP PROJECT DESCRIPTIONS

FAIRVIEW AVE	FAIR OAKS LN (35 TO W END)	MULBERRY LN (I/S TO E END)
ISABELLA AVE (SPENCER TO EL CAMNO)	HEATHER DR (IRVING TO JAMES)	PARK LN (ELENA TO EMILIE)
OAK AVE	JAMES AVE (GREENOAKS TO IRVING)	POLHEMUS AVE (N CUL-DE-SAC)
RESERVOIR RD (WALSH TO END)	MICHAELS WAY	STERN LN
SNOWDEN AVE	OAK GROVE AV (CUL-DE-SAC)	WISTERIA WAY
SOUTH GATE	RITTENHOUSE AVE	MCBAIN
ADAM WAY	ROBLEDA DR	HOWARD
ARTHUR LN	SUTHERLAND DR (BOTH CUL-DE-SACS)	LAUREL (ENCINAL TO GLENWOOD)
CATALPA DR (S CUL DE SACS)	TUSCALOOSA AVE (AUSTIN TO EL CAMINO)	

The streets to be cape sealed in the next two years are:

ASHFIELD	INGLEWOOD	PARKER
BETTY LANE	IRVING (HEATHER TO MAGNOLIA)	PLACITAS
CALLADO WAY	KAREN WAY	POLHEMUS (ALAMEDA TO EUCLID)
STATION LANE (MAPLE TO WATKINS)	MAPLE	RIDGEVIEW (FLETCHER TO END)
EMILIE (MCBAIN TO VALPARAISO)	MAPLE LEAF	STOCKBRIDGE (WEST)
ENCINA	MEADOW	TUSCALOOSA (SELBY TO AUSTIN)
ENCINAL (PAVT CHANGE TO MIDDLEFIELD)	PALMER	WALNUT
ENCINAL (LAUREL TO PAVT CHANGE)	PARK DRIVE	WALSH (ALAMEDA TO END)
HAWTHORNE (IRVING TO JAMES)		

Designer: Staff

Schedule: Fall 2009

Account	FY09-10
201	\$35,000
202	\$110,000
203	\$230,000
220	\$125,000
Total	\$500,000

Project: Street Reconstruction

Description: Reconstruct or dig-out/mill/resurface collector streets that have fallen below a PCI rating of 50 or are in need of reconstruction for other reasons. The ratings are based

CIP PROJECT DESCRIPTIONS

on bi-annual surveys conducted with grants from MTC. The 2009-10 allocation has been reduced in order to perform additional preventative maintenance (slurry and cape seals).

Projects include the following streets already identified:

Park Lane from Camino al Lago to Elena Avenue
Polhemus Avenue from Alameda de las Pulgas to Euclid Avenue

Designer: Staff

Schedule: Design fall/winter 2009-10
Construction spring/summer 2010

Account	FY09-10
201	\$55,000
210	\$745,000
Total	\$800,000

Project: Atherton Avenue Economic Stimulus Project

Description: Reconstruct Atherton Avenue from Stern Lane to Elena Avenue. The ARRA Economic Stimulus funds are only available for arterial and major collector streets. Atherton Avenue is the lowest rated street that qualifies for the funding.

Designer: Staff

Schedule: Design completed
Construction spring/summer 2009

Account	FY09-10
202	\$105,000
210	\$225,736
401	\$310,923
Total	\$641,659

ATHERTON CHANNEL PROJECTS

Project: Upper Atherton Channel Repair Phase 2 Design/Construction

Description: The Upper Atherton Channel Repair Project was divided into two phases as required by the US Fish & Wildlife Service. Once the monitoring shows that the red-legged frogs have taken to the new habitat created by Phase 1, the repairs for Phase 2 can be constructed. Phase 2 consists of bank stabilization in the reach between the new drop structure and the Walsh Road retaining wall, both built in Phase 1. Additional vortex weirs will be installed to slow the flow and create additional habitat pools for the frogs. This project will design Phase 2 in 2007-08, with permitting in 2008-09 and construction in 2009-10.

CIP PROJECT DESCRIPTIONS

Designer:	BKF & H.T. Harvey
Schedule:	Design underway 2008-09 Construction summer 2010

Account	FY09-10
201	\$185,000
403	\$65,000
Total	\$250,000

Project:	Upper Atherton Channel Repair Monitoring
Description:	The Upper Atherton Channel Phase 1 project was completed in 2005-06. The permits require a five-year monitoring period for the red-legged frog population and the plants installed to create adequate frog habitat. H.T. Harvey will be retained to perform the annual survey and prepare the required reports to the permit agencies.
Consultant:	H.T. Harvey
Schedule:	Frog survey conducted May-June of each year from 2006 to 2010

Account	FY09-10
403	\$10,000
Total	\$10,000

DRAINAGE PROJECTS

Project:	Drainage - Fletcher/Ridgeview (C)
Description:	This project is listed in the Nolte Town wide Drainage Study as a Priority 5, but has been elevated to a current priority, in part due to the fact that Priorities 1-4 cost more than the Town has available, and part due to the number of residents expressing their concern about this area. The project will construct a storm drain system of pipes to collect the runoff from Alta Vista, Fletcher and Ridgeview and convey it to the system at the bottom of Ridgeview at Sutherland. Due to new permit requirements, the pipe system will be oversized to include detention storage similar to the storage systems required for new homes in Atherton. This will increase the system time of concentration and reduce the potential for flooding downstream in the Atherton Channel.
	Because the streets have been cut several times by utility trenches, and Ridgeview is shown as one of our lowest rated streets, the project will include reconstruction of the streets on both Fletcher and Ridgeview. The Ridgeview portion will extend to Atherton Avenue.
Designer:	Wilsey Ham
Schedule:	Design underway 2008-09 Construction summer 2009

CIP PROJECT DESCRIPTIONS

Account	FY 09-10
201	\$1,000,000
210	\$500,000
Total	\$1,000,000

Project: Drainage - Polhemus (E3)	
<p>Description: This project is listed in the Nolte Town wide Drainage Study as a Priority 5, but has been elevated to a current priority, in part due to the fact that Priorities 1-4 cost more than the Town has available, and part due to the number of residents expressing their concern about this area. The project will construct a storm drain system of pipes to collect the runoff from the street and the property drain outlets and convey it to the system at the intersection with Polhemus Avenue. Due to new permit requirements, the pipe system will be oversized to include detention storage similar to the storage systems required for new homes in Atherton. This will increase the system time of concentration and reduce the potential for flooding downstream in the San Mateo County system and Redwood Creek.</p>	
Designer:	Wilsey Ham
Schedule:	Design underway 2008-09 Construction summer 2009

Account	FY 09-10
201	\$200,000
Total	\$200,000

Project: Drainage - Walsh/Belbrook (B1)	
<p>Description: This project is listed in the Nolte Town wide Drainage Study as a Priority 5, but has been elevated to a current priority, in part due to the fact that Priorities 1-4 cost more than the Town has available, and part due to the number of residents expressing their concern about this area. The project will construct a storm drain system of pipes and concrete swales to collect the runoff from the low points at the intersection and convey it to the Atherton Channel. Due to new permit requirements, the pipe system will be oversized to include detention storage similar to the storage systems required for new homes in Atherton. This will increase the system time of concentration and reduce the potential for flooding downstream in the Atherton Channel.</p>	
Designer:	Wilsey Ham
Schedule:	Design underway 2008-09 Construction spring 2010

Account	FY 09-10
201	\$80,000
Total	\$80,000

CIP PROJECT DESCRIPTIONS

Project: Drainage - Mulberry (E4)	
<p>Description: This project is listed in the Nolte Town wide Drainage Study as a Priority 5, but has been elevated to a current priority, in part due to the fact that Priorities 1-4 cost more than the Town has available, and part due to the number of residents expressing their concern about this area. The project will construct a storm drain system of pipes to collect the runoff from the street and the property drain outlets and convey it to the existing ditch crossing Mulberry north of Atherton Avenue. Due to new permit requirements, the pipe system will be oversized to include detention storage similar to the storage systems required for new homes in Atherton. This will increase the system time of concentration and reduce the potential for flooding downstream in the San Mateo County system and Redwood Creek.</p>	
Designer:	Wilsey Ham
Schedule:	Design underway 2008-09 Construction spring 2010

Account	FY09-10
201	\$35,000
Total	\$35,000

Project: Drainage - Elena/Faxon (T1)	
<p>Description: This project is listed in the Nolte Town wide Drainage Study as a Priority 5, but has been elevated to a current priority, in part due to the fact that Priorities 1-4 cost more than the Town has available, and part due to the number of residents expressing their concern about this area. The project will construct a storm drain system of pipes to collect the runoff from the street and the property drain outlets and convey it to the existing pipe system on Elena Avenue. Due to new permit requirements, the pipe system will be oversized to include detention storage similar to the storage systems required for new homes in Atherton. This will increase the system time of concentration and reduce the potential for flooding downstream in the Atherton Channel.</p>	
Designer:	Wilsey Ham
Schedule:	Design underway 2008-09 Construction spring 2010

Account	FY 09-10
201	\$35,000
Total	\$35,000

TRAFFIC PROJECTS

Project: Encinal Traffic Signal	
<p>Description: This project was identified as a warranted project by the Middlefield Road Study. The Encinal Elementary School Expansion project shows impacts to this</p>	

CIP PROJECT DESCRIPTIONS

intersection that can be mitigated by a traffic signal. Developments in Menlo Park identify impacts to intersections along Middlefield Road that a signal at Encinal Avenue could mitigate. The Town of Atherton and the City of Menlo Park anticipate contributing one-third of the cost of signal each, with the school contributing one-third of the cost, plus the cost of other intersection improvements. Grants will be sought for the signal, which may delay its implementation but reduce its cost to the agencies involved.

Designer: Kimley-Horn

Schedule: Design winter/spring 2009-10
Construction summer 2010

Account	FY 09-10
210	\$126,667
401 (MP)	\$126,667
401 (MPSD)	\$187,166
Total	\$440,500

Project: Las Lomas SR2S Sidewalk Expansion

Description: This project was identified by the Las Lomas School District. It is the first phase of providing safe sidewalks in front of the school on Camino al Lago. A Safe Routes to School (SR2S) grant was successfully applied for. Phase 2 is for the County side of the street. No Town of Atherton funds will be expended other than staff time to manage the design and construction.

Designer: Staff

Schedule: Design completed
Construction Underway summer 2009

Account	FY 09-10
401	\$102,600
401 (LLSD)	\$11,400
Total	\$114,000

PARK PROJECTS

Project: Park Trail and Bridge

Description: Construct a prefabricated bridge over the Atherton Channel just east of the Caltrain tracks to provide pedestrian access to Holbrook-Palmer Park. This project is partially funded by a federal Regional Trails Program grant with a local match provided by a donation from the Atherton Dames.

Designer: Biggs Cardosa

Schedule: Design completed

CIP PROJECT DESCRIPTIONS

Construction underway spring/summer 2009

Account	FY 09-10
401	\$104,800
401 Atherton Dames	\$26,200
Total	\$131,000

Project: Park - Water Tower Lawn
 Description: This project is listed in Phase B of the Landscape Master Plan; however, the Atherton Dames through fundraising efforts are providing approximately \$75,000 of the funding for the project in order to accelerate its schedule. The goal of this project will be to provide a lawn extending from the Water Tower to the Pavilion.

 Designer: Kikuchi & Associates

 Schedule: Design winter/spring 2009
 Construction summer/fall 2009

Account	FY 09-10
201	\$25,000
401 Atherton Dames	\$75,000
Total	\$100,000

Project: Park - Master Irrigation Plan
 Description: This project is intended to provide the infrastructure needed to adequately irrigate the build-out of the Master Landscape Plan. This project will provide a grid of large capacity irrigation mains that can provide adequate water pressure at any location in the park, and be connected via remote control valves to add a complete irrigation system for each landscaping project as it is brought on line.

 Designer: Kikuchi & Associates

 Schedule: Design winter/spring 2009
 Construction summer/fall 2009

Account	FY09-10
201	\$131,000
Total	\$131,000

Project: Park - Second Park Well
 Description: This project is intended to provide the infrastructure needed to adequately irrigate the build-out of the Master Landscape Plan. This project will provide an additional well in the vicinity of the children's playground restroom to provide additional water supply sufficient to supply the Master Irrigation Plan and each project as it is brought on line. Initially this project will be used primarily to supply water for the new

CIP PROJECT DESCRIPTIONS

south Meadow Irrigation and Rehabilitation project.

Designer: TBD

Schedule: Design winter/spring 2009
Construction fall/winter 2009

Account	FY09-10
201	\$75,000
Total	\$75,000

Project: Park - South Meadow Irrigation and Rehabilitation

Description: This project will provide an upgraded irrigation system for the South Meadow. The current system does not have an adequate layout to provide efficient coverage of the field. Modern high efficiency heads will be used that provide more uniform watering, as well as better field safety. The project will also rehabilitate the turf and reseed the grass to provide a better play surface. The project will be performed during low field use periods between AYSO use and Little League.

Designer: Jensen & Associates

Schedule: Design winter/spring 2008
Construction winter 2009-10

Account	FY09-10
201	\$60,000
Total	\$60,000

Project: Park - Replace tennis court fence fabric

Description: This project will improve the safety and appearance of the six tennis courts by replacing the old rusted fabric with a modern coated fabric. The existing posts and frames will be retained. The fabric on the gates and the internal fences will also be replaced. The fabric will be replaced during low court use periods.

Designer: N/A

Schedule: Construction fall/winter 2009

Account	FY09-10
201	\$131,000
Total	\$131,000

Town of Atherton						
Equipment Replacement Fund						
Budget 2009-2010						
					Increase	
		Adopted	Adjusted	Requested	(Decrease)	
		Budget	Budget	Budget	Over Prior	%
Account	Description	2008-09	2008-09	2009-10	Year Budget	Change
610-00-1710	Interest on Investments	8,000	8,000	2,500	(5,500)	-220.0%
1930	Equipment Replacement Charges	51,620	51,620	109,692	58,072	52.9%
Total Revenues		59,620	59,620	112,192	52,572	46.9%
3169	Disaster Preparedness Equipment		40,000		(40,000)	-100.0%
	Computer Software			59,995	59,995	100.0%
3512	Vehicles & Accessories	123,000	123,000	122,000	(1,000)	-0.8%
Total Expenditures		123,000	163,000	181,995	18,995	10.4%
Net		(63,380)	(103,380)	(69,803)	33,577	-48.1%

		Equipment Replacement Fund			
		Fund 610			
					FY 2010
Account No. & Title	Quantity, brief description and justification of items requested			Requested	Appropriation
Vehicle Expense	See supplemental Requests			122,000	
Computer Software	Springbrook licensing (2 of 5)	24,330			
	Travel expenses for implementation and training of town staff (\$10,000 budget carryover from FY 2009)	11,000			
	Springbrook IT support and contingency (budget carryover from FY 2009)	12,165			
	Super server & Install (budget carryover from FY2009)	12,500		59,995	*
			Total	181,995	
* to be paid from the transfer of fund from Computer Services Fund #611.					

Town of Atherton										
Equipment Replacement Schedule										
										6/30/2009
Fund	Dept	Asset Description	Unit #	VIN	Date Placed in Service	Original Cost	Est. Replace Cost 2010	Life Expect	Actual Age	2010
101	18	Financial System Upgrade				121,650	50,000	5		10,000
101	25	Permit Tracking Sys Upgrade				151,425	50,000	5		10,000
101	40	2003 Ford Taurus		1FAFP55233G191704	2004	14,184		5	5	-
101	40	2008 Ford Taurus		1FAHP24W98G129551	2008	26,891	30,000	5	1	6,000
101	40	1998 Chevrolet S-10 - 1/4 ton pickup		1GCDT19XW1K182853	1998	15,098	-	5	11	-
101	40	2003 Ford Crown Victoria		2FAF874W23X216778	2002	25,617	29,000	5	7	-
101	40	2008 Ford Crown Victoria		2FAFP71V78X135391	2008	39,320	29,000	5	1	5,800
101	40	2007 Ford Crown Victoria	6	2FAFP71W57X115471	2007	35,075	29,000	5	2	5,800
101	40	2000 Ford Crown Victoria	3	2FAFP71W6YX201714	2001	22,532	29,000	5	8	-
101	40	2005 Ford Crown Victoria	7	2FAFP71W75X105165	2005	28,387	29,000	5	4	5,800
101	40	2007 Ford Crown Victoria	8	2FAFP71W77X115472	2007	35,075	29,000	5	2	5,800
101	40	2005 Crown Ford Victoria	5	2FAFP71W95X105166	2005	28,387	29,000	5	4	5,800
101	40	2005 Ford Crown Victoria	4	2FAFP71WX5X166350	2006	32,638	29,000	5	3	5,800
101	40	2003 Ford Crown Victoria		2FAFP74X263x140241	2004	21,001	29,000	5	5	-
101	40	2009 Ford Crown Victoria		2FAHP71V49X120521	2009	24,229	29,000	5	-	5,800
101	40	Toyota Camry (hybrid)			2009	29,150	30,000	5	-	6,000
101	40	Ford Crown Victoria				27,000	29,000	5	-	5,800
101	40	Ford Crown Victoria				27,000	28,000	5	-	5,600
101	40	Unmarked Vehicle				26,000	29,000	5		5,800
						457,584	436,000			69,800
101	53	1986 GMC 6000 dump truck	PW 807	16DJ6D1B0GV507807	1986	28,959	34,751	20	23	1,738
101	53	2001 Dodge Dakota - 1/2 ton pickup		1B7GL22X61S250666	2001	17,885	20,568	15	8	1,371
101	53	1999 Ford F-250- 3/4 ton pickup	PW 201	1FDNX20S6XEC89201	1999	22,930	25,223	10	10	2,522
101	53	1999 Ford F-450 pickup	PW 202	1FDXF46SXXEC90202	1999	30,392	33,431	10	10	3,343
101	53	1999 Ford F-250 - 3/4 ton	PW 200	1FTNX21S0XEC89200	1999	22,930	25,223	10	10	2,522
101	53	John Deere 310-SJ Loader w/ backhoe		T0310TJ170233		97,743	117,291	20	1	5,865
						220,839	256,487			17,361
101	57	1994 Ford F-250 1/2 ton	PRK 002	1FTHF25H1RLA59002	1994	14,962	17,954	20	15	898
101	57	Turfstar Utility Truck			2004	14,851	16,336	10	5	1,634
						29,813	34,290			2,531
					Total	981,310	826,777			109,692

Town of Atherton	
Vehicle Replacement Fund	
Budget 2009-2010	
	Supplemental Budget Request
<u>Description</u>	
<u>Request #1 Police</u>	
Replace one unmarked car due to high mileage, age, and poor condition	26,000
Vehicle to be replaced: 2002 Ford Crown Victoria VID# 2FAF874W23X216778	
<u>Request #2 Police</u>	
Two new Ford Crown Victoria patrol cars due to high mileage, age, and poor condition	54,000
Vehicles to be replaced: 2000 Ford Crown Victoria VID# 2FAFP71W6YX201714 and 2005 Ford Crown Victoria VID# 2FAFP71W75X105165 with two new Ford Crown Victorias	
<u>Request #3 DPW</u>	
Replace one 1986 GMC dump truck VID#16DJ6D1B0GV507807 with a used single axel dump truck.	42,000
Reason: Vehicle has reached far past the end of its useful life.	
Total	122,000

		Worker's Compensation	
		Fund 614	
	Account No. & Title	Quantity, brief description and justification of items requested	Requested Appropriations
3050	WC Assessment	Assessment by the Cities Group (JPA)	26,360
3054	Safety Program Assess	Assessment by the Cities Group (JPA)	5,833
			32,193

Town of Atherton		
General Liability Fund 615 (new)		
Budget 2009-2010		
		Requested
		Budget
Account	Description	2009-10
	Interest on Investments	500
	Liability Insurance Charge	190,937
	Employment Practice Liability Charge	36,000
	Total Revenues	227,437
	Liability Insurance Expense	90,937
	Employment Practice Liability	36,000
	Total Expenditures	126,937
		Net
		100,500
	Purpose: to help finance other liabilities including employment liabilities.	

		General Liability Fund	
		Fund 615	
Account No. & Title	Quantity, brief description and justification of items requested	Requested Appropriations	
3321	Liability Insurance	Premium to ABAG	90,937
	Employment Practice	Premium to ABAG	36,000
		Total	126,937

Town of Atherton		
Employee Benefits Fund 616 (new)		
Budget 2009-2010		
		Requested
		Budget
Account	Description	2009-10
	Interest on Investments	3,000
	GASB 45 Annual Required Contribution	678,828
	EE Benefits Earned	71,228
	Unemployment Benefits	48,880
	Total Revenues	801,936
	Retiree Health-Care	178,826
	Unemployment Insurance	46,800
	Total Expenditures	225,626
	Net	576,310
	Purpose: to help finance the liabilities for compensated absences and other post-employment benefits other than pension for City General Fund departments.	

Employee Benefits Fund			
Fund 616			
Account No. & Title	Quantity, brief description and justification of items requested	Requested Appropriations	
3043	Retiree Health-Care Premium to CalPERS (pay-as-you-go)	178,826	
3053	Unemployment Insurance Payments to Employment Development Dept	46,800	
	Total	225,626	

BUDGET GLOSSARY

Appropriation – An authorization made by the City Council which permits the Town to incur obligations and to make expenditures of resources.

Appropriation Limit – A restriction on the amount of revenue that can be appropriated in any fiscal year as imposed by Propositions 4 and 111. The Limit is based on actual appropriations during the 1978-79 fiscal year, and is increased each year using the growth of population and inflation.

Assessed Value - The value of property used as a basis for levying property taxes.

Budget - A financial plan for a specified period of time that matches planned revenues and expenditures to municipal services, goals and objectives. The Town of Atherton uses a financial plan covering a fiscal year, with actual budget appropriations made annually.

Department Revenue - Selected fees, charges, rent or other income derived by a department from its own activities.

Designated Unreserved Fund Balance - Net financial resources of a governmental fund that are spendable or available for appropriation, but which have been earmarked by the City Council for some specific purpose.

Expense - As the authorization to spend is exercised, an appropriation becomes an "expense" or "expenditure", i.e., the amount expended.

Fiscal Year - The 12-month accounting period used by the Town, from July 1 through June 30th of the following calendar year.

Fund - A separate fiscal and accounting entity used by governments to segregate resources related to specific activities. The five fund types used by the Town are: General Fund, Special Revenue, Capital Projects, Internal Service Fund, and Agency Funds.

Fund Types:

The **General Fund** is the principal operating fund of a government and is typically used to account for most of a government's departments. As a rule, the general fund should be used to account for all of a government's activities unless there is a compelling legal or managerial reason to use some other fund type. Governments may report only a single general fund.

Special Revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

Capital Project funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities and other capital assets.

Internal Service funds are enterprises that sell service internally to other Town entities, rather than to the general public.

Agency funds are used to account for accumulations of resources that will be used to pay expenses for others for which the Town acts as administrator and pay agent.

Fund Balances - The excess of the total assets of a fund over its total liabilities and reserves.

Governmental Funds - this includes the general, special revenue, debt service and capital projects fund. They are accounted for on a financial flow basis, measuring available spendable resources and changes in net current assets.

Interest - Income earned on the investment of available cash balances.

Inter-fund Transfers - The reallocation of money from one fund to another. The receiving fund must spend the transferred money in a way that complies with any restrictions placed on the money when it was originally received by the donor fund.

Liabilities - Amount of obligations a fund has to make on future payments, such as accounts payable, deferred revenues or amounts due other funds.

Operations - Departmental costs for employees, contract services, repairs and maintenance, internal services, supplies, equipment and other expenses. These expenses are generally predictable and consistent with the on-going service demands of the Town and the impact of inflation.

Non-Department - Expenses incurred at the fund level, which are not charged to an individual department.

Projects - Long-term investments in public facilities and infrastructure; also known as capital improvements. Amounts spent may vary widely from year to year.

Reserved Fund balance - The portion of fund balance that is not available for appropriation because it is legally restricted.

Revenue - Money received from taxes, licenses, permits, interest, fees for service, bonds or from other governments by the Town during the fiscal year.

Subventions – Revenues collected by the State or other level of government and allocated to the Town on a formula basis. The major subventions include motor vehicle in-lieu and gasoline taxes.

User Fees - Charges of a voluntary nature paid by persons receiving a service in exchange for the fee (such as park activities).

Working Capital – the excess of current assets over current liabilities.

RESOLUTION NO. 09-21

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
ADOPTING THE FISCAL YEAR 2009-2010 OPERATING AND CAPITAL BUDGET**

WHEREAS, the City Council of the Town of Atherton set June 17, 2009, at the Town of Atherton City Council Chambers, 94 Ashfield Road, Atherton, California, as the time and place for the public hearing on the adoption of the Fiscal Year 2009-2010 Operating and Capital Budget; and

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

WHEREAS, said Council held a budget study session on May 28, 2009, and a public hearing on the Proposed Fiscal Year 2009-2010 Operating and Capital Budget on June 10, 2009; and

WHEREAS, it appears to be in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2009-2010 Operating and Capital Budget be adopted in the format set forth in Exhibit A, attached hereto, and by reference incorporated herein; and

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

NOW THEREFORE, BE IT RESOLVED, that the Fiscal Year 2009-2010 Operating and Capital Budget totaling \$17,045,644, which includes the General Fund Operating Budget of \$10,316,542, Other Funds' Operating Budgets of \$736,837, and the Capital Budget of \$5,992,265, as set forth in Exhibit A, attached hereto and by reference incorporated herein, be adopted for Fiscal Year 2009-2010.

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

* * * * *

I hereby certify that the foregoing resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of June, 2009, by the following vote:

AYES:	4	Council Members:
NOES:	0	Council Members: None
ABSENT:	0	Council Members: None
ABSTAIN:	0	Council Members: None

Jerry Carlson, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM

Wynne Furth, City Attorney

EXHIBIT "A"

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

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

- Present Personnel Policies, Procedures, and Memorandum of Understanding, including salary schedules and benefits, except as hereinafter changed by resolution or ordinance of the City Council.
- The Expenditure Control Budget will show overall General Fund and other funds and/or departments.
- This system will apply to Operating and Capital Budget Expenditures as intended for use in Fiscal Year 2009-2010.
- All CIP encumbered expenditures from the Fiscal Year 2008-2009 Adopted Budget shall be carried forward and re-appropriated in Fiscal Year 2009-2010. Said encumbered expenditures to be re-appropriated in Fiscal Year 2009-2010 must be initiated by the Public Works Director, recommended by the Finance Director, and approved by the City Manager.
- Capital Project Commitments: Capital projects for which funds are appropriated in the budget year shall have those funds restricted for use for that project. Such appropriations will continue to be valid in subsequent fiscal years until the project is completed or the Council takes subsequent action to de-appropriate all or part of the funds originally restricted. If a capital project requires an additional appropriation in excess of 5% of its budget, then City Council approval shall be required.
- General Fund Balance: The balance shall be established in accordance with the Fund Balance Policy for the General Fund as adopted by the City Council.
- The City Manager is authorized to make budget transfers within the same department. Any transfers of between departments or funds shall require the approval of City Council.
- This budget system assumes existing service levels; Council approval will be required for any significant changes involving increased or decreased service levels.
- The Finance Department shall be responsible for constant monitoring of the budget and shall establish and implement appropriate control mechanisms necessary for said purpose after consultation with city staff and approval by the City Manager.
- A monthly financial report shall be prepared by the Finance Director for each department and/or program and/or capital project.

Section 2: FY 2009-2010 all Funds Operating and Capital Budgets are hereby adopted, establishing the following revenue estimates and expenditure budgets:

	Revenue	Expenditure	Transfer. in/(out)
General Fund	9,035,679	10,316,542	780,863
<u>Special Revenue Funds</u>			
Tennis	12,600	23,198	
Parcel Tax	1,858,000	2,936,306	(780,863)
County Measure A	205,000	232,807	
Gas Tax	100,000	198,170	
COPS Grant	100,000	100,000	
Road Impact	650,000	1,417,736	
Library Fund	645,000	46,888	
Traffic Congestion (Prop. 42)	60,000	125,000	
<u>Capital Project Funds</u>			
Capital Improvement	880,834	944,756	
Channel Drainage District	82,000	137,490	
<u>Internal Service Funds</u>			
Equipment Replacement	112,192	181,995	
Worker's Compensation	158,420	32,193	
General Liability	227,437	126,937	
Employee Benefits	801,936	225,626	
Total	14,929,098	17,045,644	-

TOWN OF ATHERTON

AUTHORIZED POSITIONS BY DEPARTMENT

	2004-05 Authorized	2005-06 Authorized	2006-07 Authorized	2007-08 Authorized	2008-09 Authorized	2009-10 Recommended
Administration						
City Manager	1.00	1.00	1.00	1.00	1.00	1.00
City Clerk	1.00	1.00	1.00	1.00	-	-
Assistant City Manager	-	-	-	-	1.00	1.00
Office Assistant	-	-	-	-	0.75	-
Office Specialist	1.00	1.00	1.00	1.00	1.00	1.00
Assistant to City Manager	1.00	1.00	1.00	1.00	-	-
Executive Assistant/ Deputy City Clerk	-	-	-	-	1.00	1.00
Total Admin	4.00	4.00	4.00	4.00	4.75	4.00
Finance						
Finance Director	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Finance Director	1.00	1.00	1.00	1.00	1.00	-
Finance Assistant	1.00	1.00	1.00	1.00	0.60	0.60
Accountant	-	-	-	-	-	1.00
Total Finance	3.00	3.00	3.00	3.00	2.60	2.60
Building						
Building Official	1.00	1.00	1.00	1.00	1.00	1.00
Sr. Bldg Inspector/Plan Reviewer	1.00	1.00	1.00	1.00	1.00	1.00
Bldg Inspector/Plan Reviewer	1.00	1.00	2.00	2.00	2.00	2.00
Town Arborist/PW Technician	1.00	1.00	1.00	1.00	1.00	1.00
Office Specialist	1.00	1.00	1.00	1.00	1.00	1.00
Permit Technician	-	-	-	1.00	1.00	1.00
Contract Plan Reviewer	1.00	1.00	-	1.00	-	-
Total Building	6.00	6.00	6.00	8.00	7.00	7.00
Police						
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00
Captain	-	-	-	-	-	-
Lieutenant	1.00	1.00	1.00	1.00	1.00	1.00
Sergeant	5.00	5.00	5.00	5.00	5.00	5.00
Police Officer	15.00	15.00	15.00	15.00	14.00	13.00
Administrative Assistant	0.50	0.50	0.50	0.50	0.75	0.75
Communications Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00	1.00
Dispatcher/Records Assistant	4.00	4.00	4.00	4.00	4.00	3.00
Total Police	28.50	28.50	28.50	28.50	27.75	25.75
Public Works						
Public Works Director	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Superintendent	1.00	1.00	1.00	1.00	1.00	1.00
Asst/Assoc Engineer	1.00	1.00	1.00	1.00	1.00	1.00
Park Program Manager	1.00	1.00	1.00	1.00	1.00	1.00
Office Specialist	1.00	1.00	1.00	1.00	1.00	1.00

TOWN OF ATHERTON

AUTHORIZED POSITIONS BY DEPARTMENT

PW Maintenance Supervisor	2.00	2.00	2.00	2.00	2.00	2.00
PW Lead Maintenance Worker	-	-	-	-	-	-
PW Maintenance Worker I/II	4.00	4.00	4.00	4.00	4.00	4.00
Total Public Works	11.00	11.00	11.00	11.00	11.00	11.00
Grand Total	52.50	52.50	52.50	54.50	53.10	50.35



Town of Atherton

Fund Balance Policy for the General Fund

Purpose

To help the Town provide quick response to weather economic uncertainty, unexpected situations such as natural disasters, provide sufficient cash flow to avoid the need for short-term borrowing. The policy establishes the appropriate level of reserves which the Town of Atherton will strive to maintain in its General Fund balance, how the target fund balances will be funded; and the conditions under which fund balances can be used.

For purposes of this Policy, the definition of "reserves" is limited to the portion of fund balance that is *unreserved*. Unreserved is to mean not set aside for existing legal obligations of the Town.

1. Amounts Held in Reserve

The Town of Atherton will strive to hold the amounts listed below in General Fund balance, expressed as a percentage of the Town's annual operating expenditures of General Fund. These amounts are expressed as goal ranges to recognize that fund balance levels can fluctuate from year to year due to the normal course of Town government operations.

- 20-25% - Budget Stabilization Reserve for economic uncertainty, possible State borrowing of Town's fund, known or anticipated future obligations.
- 15-20% - Emergency Disaster Reserve for unforeseen events such as sudden and unexpected natural disasters, catastrophic accidents.
- 5-10% - Working Capital to provide sufficient cash flow.

2. Funding Target Fund Balance

Funding of General Fund balance targets will generally come from excess revenues over expenditures or one-time revenues. The reserves will be funded in the following priority order:

- Economic uncertainty
- Emergency Disaster

Budget/Fund Balance Policy General Fund 6_09 Exhibit A



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 JUNE 17, 2009

**SUBJECT: ADOPTION OF THE APPROPRIATIONS LIMITS FOR FY 2009-10
AND REVISING THE GANN APPROPRIATIONS LIMIT FOR FY 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, AND 2008-09**

RECOMMENDATION

Adopt the attached resolution setting the Appropriation Limit for FY 2009-10 at \$29,243,245 and revise FY 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, and 2008-09 GANN appropriation limits.

DISCUSSION

In November of 1979, the voters of the State of California approved Proposition 4, commonly known as the GANN Initiative. This Proposition created Article XIII B of the State Constitution, placing limits on the amount of tax revenue that can be appropriated by all level of government.

The Finance Director has calculated the FY 2009-10 Limit using the per capita personal income growth method as provided by the State Department of Finance. The Limit for 2009-10 is \$29,243,245. The tax proceeds subject to the limit are below the GANN limit. Therefore, the Town is in compliance with the GANN Limit requirements.

In addition to calculating the limit for FY 2009-10, staff worked with Caporicci & Larson to revise the GANN appropriation limits previously established for FY 2003-04 through FY 2008-09 to correct an error in the limit calculation. The correction is necessary due to the parcel tax assessment was not taken into consideration as an adjustment factor.

FISCAL IMPACT

None

Prepared by:

Approved by:

Louise Ho, Finance Director

Jerome D. Gruber, City Manager

Attachment: Resolution Adopting the Appropriation Limit for FY 2009-10 and Revising the
Appropriation Limit for FY 2003-04 through FY 2008-09
Attachment 1 through 7

RESOLUTION NO. 09-22

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON ESTABLISHING THE APPROPRIATIONS LIMIT
FOR FISCAL YEAR 2009-10 AND REVISING THE GANN APPROPRIATION
LIMITS FOR THE FISCAL YEARS 2003-04, 2004-05, 2005-06, 2006-07, 2007-08 AND
2008-09 PURSUANT TO ARTICLE X111 B OF THE CALIFORNIA CONSTITUTION**

WHEREAS, Article XIII B of the Constitution of the State of California provides that the total annual appropriations subject limitation of each government entity, including this Town, shall not exceed the appropriations limit of such entity of government for the prior year adjusted for certain changes mandated by Proposition 4 passed in November, 1979 and Proposition 111 passed in June, 1990, except as otherwise provided for in said Article XIII B and implementing State statutes; and

WHEREAS, pursuant to Article X111 B, and Section 7900 et seq of the California Government Code, the Town is required to set its appropriations limit for each fiscal year; and

WHEREAS, the Finance Director of the City of the Town of Atherton has conducted the necessary analysis and calculations to determine the appropriations limit for Fiscal Year 2009-10, relying on the permanent Fiscal Year 1993-94 limit approved by the voters on November 3, 1994, and the following two adjustment factors: Change in Population for the County of San Mateo and Change in Per Capita Income provided by the State of California, Department of Finance; and

WHEREAS, based on such calculations, the Finance Director has determined the said appropriations limit, and pursuant to Section 7910 of the Government Code, has made available to the public the documentation used in the determination of the limit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Atherton that the new appropriations limit for the Fiscal Year 2009-10 shall be and is hereby set in the amount of **\$29,243,245** and its calculations as set forth in Attachment 1, copy of which is attached hereto.

WHEREAS, the Town of Atherton calculated the appropriations limits for the 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, and 2008-09 fiscal years to be as follows:

	\$7,992,725
2004-05	\$8,478,966
2005-06	\$8,779,022
2006-07	\$9,017,777
2007-08	\$9,296,482
2008-09	\$9,818,431

WHEREAS, said Town has since recalculated the appropriations limit amounts for each of the subject fiscal years due to an error in the other adjustment factor for parcel tax. The

proceeds of taxes that are subject to the appropriations limit for each of the subject fiscal years have not changed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Atherton that the Town's appropriations limits are hereby revised for the subject fiscal years as follows and its calculations as set forth in Attachment 2 through 7, copies of which are attached hereto.

2003-04	\$ 8,013,112
2004-05	\$11,115,081
2005-06	\$14,559,273
2006-07	\$18,016,662
2007-08	\$21,959,327
2008-09	\$25,978,245

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of June, 2009, by the following vote:

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

Jerry Carlson, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne Furth, City Attorney

Town of Atherton
Appropriations Limit Schedule
For the year ending June 30, 2010

Attachment 1

	<u>Amount</u>	<u>Source</u>
A Appropriations limit for the year ended June 30, 2009	\$ 25,978,245	Prior year schedule
B. Calculation factors:		
Population increase *	1.0121	State Department of Finance
Inflation increase	1.0062	State Department of Finance
Total adjustment factor	<u>1.0184</u>	B1 * B2
C. Annual adjustment increase	478,000	[(B3-1)A]
D. Other adjustments:		
Loss responsibility (-)	-	N/A
Transfers to private (-)	-	N/A
Transfers to fees (-)	-	N/A
Parcel Tax Adjustment(+)	<u>2,787,000</u>	N/A
E. Total adjustments	<u>3,265,000</u>	(C+D)
F. Appropriations limit for the year ending June 30, 2009	<u><u>\$ 29,243,245</u></u>	(A+E)

* Greater of population increase % for:
 Atherton 1.0019
 San Mateo County 1.0121

** Note - The Resolution submitted to the Atherton City Council presented \$9,296,482 due to a mathematical miscalculation. The correct Appropriations Limit of \$23,775,501 will be submitted as amendment to the adopted 2008-2009 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2003

	Amount	Source
A. Appropriations FYE 6/30/02:	\$ 5,544,810	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase % *	1.0065	State Department of Finance
2) Inflation increase %	0.9873	State Department of Finance
3) Total adjustment %	0.9937	B1xB2
C. Annual Adjustment Increase	(34,836)	{{(B3-1)xA}}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Assumed responsibility (+)	-	N/A
E. Total Adjustments	(34,836)	(C+D)
F. Appropriations Limit FYE 6/30/03	\$ 5,509,974 **	(A+E)

* Greater of population increase % for:
 Atherton 1.0000
 San Mateo County 1.0065

** Note - The Resolution submitted to the Atherton City Council presented \$5,474,391 due to a mathematical miscalculation. The correct Appropriations Limit of \$5,509,974 will be submitted in the 2003-2004 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2004

Attachment 2

	Amount	Source
A. Appropriations FYE 6/30/03:	\$ 5,509,974	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase % *	1.0037	State Department of Finance
2) Inflation increase %	1.0231	State Department of Finance
3) Total adjustment %	1.0269	B1xB2
C. Annual Adjustment Increase	148,138	{(B3-1)xA}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Tax Adjustment (+)	2,355,000	N/A
E. Total Adjustments	2,503,138	(C+D)
F. Appropriations Limit FYE 6/30/04	\$ 8,013,112 **	(A+E)

* Greater of population increase % for:
 Atherton 1.0025
 San Mateo County 1.0037

** Note - The Resolution submitted to the Atherton City Council presented \$7,992,725 due to a mathematical miscalculation. The correct Appropriations Limit of \$8,013,112 will be submitted in the 2005-2006 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2005

Attachment 3

	Amount	Source
A. Appropriations FYE 6/30/04:	\$ 8,013,112	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase % *	1.0063	State Department of Finance
2) Inflation increase %	1.0328	State Department of Finance
3) Total adjustment %	1.0393	B1xB2
C. Annual Adjustment Increase	314,969	{(B3-1)xA}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Parcel Tax Adjustment (+)	2,787,000	N/A
E. Total Adjustments	3,101,969	(C+D)
F. Appropriations Limit FYE 6/30/05	\$ 11,115,081 **	(A+E)
* Greater of population increase % for:		
Atherton	1.0063	
San Mateo County	1.0044	

** Note - The Resolution submitted to the Atherton City Council presented \$8,478,966 due to a mathematical miscalculation. The correct Appropriations Limit of \$11,584,326 will be submitted in the 2005-2006 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2006

Attachment 4

	Amount	Source
A. Appropriations FYE 6/30/05:	\$ 11,115,081	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase % *	1.0062	State Department of Finance
2) Inflation increase %	1.0526	State Department of Finance
3) Total adjustment %	1.0591	B1xB2
C. Annual Adjustment Increase	657,192	{{(B3-1)xA}}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Parcel Tax Adjustment (+)	2,787,000	N/A
E. Total Adjustments	3,444,192	(C+D)
F. Appropriations Limit FYE 6/30/06	\$ 14,559,273 **	(A+E)

* Greater of population increase % for:
 Atherton 1.0022
 San Mateo County 1.0062

** Note - The Resolution submitted to the Atherton City Council presented \$8,779,022 due to a mathematical miscalculation. The correct Appropriations Limit of \$15,056,262 will be submitted as amendment to the adopted 2006-2007 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2007

Attachment 5

	Amount	Source
A. Appropriations FYE 6/30/06:	\$ 14,559,273	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase %	1.0062 *	State Department of Finance
2) Inflation increase %	1.0396	State Department of Finance
3) Total adjustment %	1.0460	B1xB2
C. Annual Adjustment Increase	670,389	{(B3-1)xA}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Parcel Tax Adjustment (+)	2,787,000	N/A
E. Total Adjustments	3,457,389	(C+D)
F. Appropriations Limit FYE 6/30/07	\$ 18,016,662 **	(A+E)

* Greater of population increase % for:
 Atherton 1.0048
 San Mateo County 1.0062

** Note - The Resolution submitted to the Atherton City Council presented \$9,017,777 due to a mathematical miscalculation. The correct Appropriations Limit of \$18,536,535 will be submitted as amendment to the adopted 2006-2007 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the fiscal year ending June 30, 2008

Attachment 6

	Amount	Source
A. Appropriations FYE 6/30/07:	\$ 18,016,662	Prior year Town worksheet
B. Calculation Factors:		
1) Population increase %	1.0191 *	State Department of Finance
2) Inflation increase %	1.0442	State Department of Finance
3) Total adjustment %	1.0641	B1xB2
C. Annual Adjustment Increase	1,155,665	{(B3-1)xA}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Parcel Tax Adjustment (+)	2,787,000	N/A
E. Total Adjustments	3,942,665	(C+D)
F. Appropriations Limit FYE 6/30/08	\$ 21,959,327 **	(A+E)
* Greater of population increase % for:		
Atherton	1.0191	
San Mateo County	1.0097	

** Note - The Resolution submitted to the Atherton City Council presented \$9,296,482 due to a mathematical miscalculation. The correct Appropriations Limit of \$22,512,547 will be submitted as amendment to the adopted 2007-2008 City Council Resolution.

Town of Atherton
Appropriations Limit Schedule
For the year ending June 30, 2009

Attachment 7

	<u>Amount</u>	<u>Source</u>
A Appropriations limit for the year ended June 30, 2008	\$ 21,959,327	Prior year schedule
B. Calculation factors:		
Population increase *	1.0127	State Department of Finance
Inflation increase	1.0429	State Department of Finance
Total adjustment factor	<u>1.0561</u>	B1 * B2
C. Annual adjustment increase	1,231,918	[(B3-1)A]
D. Other adjustments:		
Loss responsibility (-)	-	N/A
Transfers to private (-)	-	N/A
Transfers to fees (-)	-	N/A
Parcel Tax Adjustment(+)	<u>2,787,000</u>	N/A
E. Total adjustments	<u>4,018,918</u>	(C+D)
F. Appropriations limit for the year ending June 30, 2009	<u><u>\$ 25,978,245</u></u>	(A+E)

* Greater of population increase % for:
 Atherton 1.0114
 San Mateo County 1.0127

** Note - The Resolution submitted to the Atherton City Council presented \$9,296,482 due to a mathematical miscalculation. The correct Appropriations Limit of \$23,775,501 will be submitted as amendment to the adopted 2008-2009 City Council Resolution.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME D. GRUBER, CITY MANAGER

DATE: CITY COUNCIL MEETING OF JUNE 17, 2009

SUBJECT: APPROVAL OF SECOND AMENDMENT TO CONTRACT FOR SERVICES FOR ALAN MARGOT, TENNIS PROFESSIONAL

RECOMMENDATION

Approve second amendment to contract for services of Tennis Professional Alan Margot.

BACKGROUND

The Town has previously retained the services of Alan Margot as Tennis Professional at Holbrook-Palmer Park. The original contract effective March 1, 2005 expired February 28, 2007. A first amendment was approved and effective March 1, 2007 and is due to expire on the last day of June, 2009. Attached is an amendment to contract based upon the previous contract, for a two-year term through February 2011.

FISCAL IMPACT

Attachment: Draft Second Amendment

AGREEMENT FOR SERVICES OF USPTA
TEACHING TENNIS PROFESSIONAL ALAN MARGOT

This agreement ("contract") is effective as of March 1, 2005 between the Town of Atherton, California ("Town"), a California Municipal Corporation, and Alan Margot, USPTA "Tennis Professional," ("Tennis Pro") on the following terms and conditions:

1. EMPLOYMENT AS TENNIS PROFESSIONAL

Position:

During the term of the contract, **ALAN MARGOT** shall serve as a Tennis Professional. Tennis Pro shall provide top quality services and instruction to members of the Atherton Tennis Club (ATC) and local area residents, and shall actively pursue fulfilling the Town's Tennis Mission Statement. Tennis Pro shall support the interests of the Town with undivided loyalties.

Tennis Mission Statement

- The Town shall provide Atherton residents an affordable tennis facility and program for recreation and to build a sense of community among the residents.
- The tennis operation should be self supporting and cover the full expenses and capital improvement costs of the tennis facility and programs.
- The tennis facility may be used for tennis instruction to non-residents, providing ATC members and other Atherton residents have first priority.
- All tennis related revenues and expenses shall be approved annually as part of a tennis program budget, which shall be under the direct supervision of the City Manager.

2. INDEPENDENT CONTRACTOR STATUS

The services to be provided, as set forth in the contract, shall be provided by the Tennis Pro as an independent contractor, as defined in Labor Code Section 3353 or as amended, under the control of the City Manager as to the results of the work, but not the means by which such results are accomplished, and nothing herein contained shall be construed to make the Tennis Pro an agent or employee of the Town while providing said services; and, Tennis Pro shall be entitled to no other benefits or compensation except as provided herein.

3. HOLD HARMLESS AND INDEMNITY PROVISIONS

Tennis Pro shall:

A. Hold harmless and indemnify the Town and its officers, employees and agents from and against any and all claims, loss, liability, damage and expense arising from performance of this contract, including claims, loss, liability, damage, and expense caused or claimed to be caused by passive negligence of the Town, its officers, employees, or agents.

B. Defend the Town, its officers, employees, or agents against all matters set forth in A above; provided, however, that this provision does not apply to claims, loss, liability, damage or expense arising from the active negligence or willful misconduct of the Town.

C. Provide general liability and automobile liability insurance in the following minimum limits:

1. \$2 million liability insurance, while on court, for bodily injury to others; and for damage to property not in the tennis professional's care, custody or control
2. Automobile liability in limits of \$500,000 bodily injury and property damage combined.
3. Workers' Compensation Insurance in at least the minimum statutory amounts shall be maintained if Tennis Pro hires any employees to work hereunder.

All liability insurance policies shall specify the Town, its officers, employees and agents as additional named insureds. A certificate of insurance shall be provided to the City Clerk prior to performance pursuant to this contract, which certificate shall provide that it may not be canceled except after 30 days written notice delivered to the City Clerk. Further, any changes in insurance required herein must be approved in writing by Town's City Attorney.

D. Tennis Pro warrants that as an equal opportunity employer Tennis Pro shall comply with applicable regulations governing equal employment opportunity. Neither Tennis Pro nor any of his subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

4. TERM OF CONTRACT

A. This contract shall commence effective March 1, 2005, and unless terminated sooner per 4.B. below, terminate on the last day of February, 2007.

B. The City Manager may terminate the contract without cause by giving at least sixty (60) days prior written notice to Tennis Pro. Tennis Pro may terminate the contract without cause by giving at least sixty (60) days prior written notice to the City Manager.

C. The City Manager may terminate this agreement if at any time Tennis Pro is in default in the payment of any fees, portion of net revenue or any other monies required to be paid to the Town, or in the performance of any duty, obligation, covenant or agreement contained herein (time expressly declare to be of the essence,) upon five (5) days written notice to Tennis Pro and Tennis Pro fails to correct such default within said five (5) day period.

D. This agreement shall automatically terminate on the last day of February, 2007, unless both parties agree in writing to extend the existing terms and conditions for another two year term. The Tennis Pro will be automatically terminated if convicted of a felony.

5. TENNIS PRO'S DUTIES AND RESPONSIBILITIES

Tennis Pro will be required to provide the following services:

A. Manage the Town's tennis instruction program, including employment and supervision of all necessary personnel as employees of the Tennis Pro, maintenance of proper records and payments of personnel, including any fringe benefits or other compensation required by law.

B. Conduct programs for all age groups, to include, but not be limited to:

- Large group lessons - 1 to 8 ratio maximum
- Small group lessons - 1 to 4 ratio maximum
- Semi-private lessons - 1 to 3 ratio maximum
- Private lessons - 1 to 1 ratio maximum
- Camps and Clinics - Ratio to be determined
- Adult Jr. leagues - Ratio to be determined

C. Tennis Pro will work closely with the on-site Park Program Manager and the Tennis Committee to create and coordinate a minimum of two (2) tournaments per year designed specifically for members, and two (2) open tournaments per year designed for either adults or juniors (ages 8 – 18). Tennis Pro shall also conduct a minimum of one (1) summer tennis clinic and at least one tennis camp in the spring or summer for adults and/or children (up to the age of 18).

D. Tennis Pro will, at his own expense, provide the necessary equipment to conduct a high-quality tennis instruction program. Tennis Pro may store this equipment in a storage facility at the Holbrook-Palmer Park tennis courts at no cost.

E. Tennis Pro is authorized to use space in the Main House at Holbrook-Palmer Park to conduct administrative duties including, but not limited to, registration, communications and educational purposes that relate to tennis instruction and recreation. Town will provide routine custodial services for the space. No modifications to the area used by Tennis Pro may be made without written approval of the City Manager.

F. Tennis Pro shall not charge personal toll telephone calls to the Town's telephone.

G. Tennis Pro shall work closely with the Park Program Manager to facilitate proper participant enrollment and manage participant's transfers and funds.

H. Tennis Pro will be responsible for conducting registration for Town-sponsored group lessons, tournaments, and mini-group participants through the normal Town registration procedures. Tennis Pro may cancel a class if minimum registration is not met. Tennis Pro shall be responsible for registration of all individuals, taking any kind of private, semi-private, group lessons and clinics.

Tennis Pro will not allow any person to participate in any tennis lessons unless that person has registered; each participant must sign a Town indemnification/hold harmless agreement in order to play or participate in any tennis event or activity. No person who does not have a tennis key may play on the Holbrook-Palmer Park tennis courts unless he is a guest of an ATC member, or he is engaging in activities and programs operated by the Tennis Pro.

Payments for all monthly-tennis revenue (10% of gross revenue) shall be paid by check made payable to the "TOWN OF ATHERTON."

I. The priorities for the Tennis Pro are, in order of importance, as follows:

- 1st priority Meet the goals and objectives of the Tennis Program.
- 2nd priority Develop rapport with members – provide user friendly service.
- 3rd priority Remain loyal to Town Parks and Recreation Commission Program, and Holbrook-Palmer Park Foundation.
- 4th priority Increase sale of keys and revenue to the Town.
- 5th priority Maintain rapport with staff – for harmonious coordination.
- 6th priority Develop rapport with students – to demonstrate personal interest.
- 7th priority Maintain teaching ability – provide top quality instruction.
- 8th priority Maintain playing ability - maintain perspective on match play and enthusiasm for teaching.

J. Tennis Pro is granted the use of the southeast tennis courts, i.e. Courts No. 5 and 6, at Holbrook-Palmer Park for the purpose of giving individual and mini-group tennis lessons and instruction during the hours of 7:30 a.m. through sundown, Monday through Friday, and Saturdays from 8:00 a.m. through 5:00 p.m. In the event Tennis Pro is not using those courts, they shall be made available for public play. Additional tennis courts may be made available for use by Tennis Pro for lessons and instruction upon prior approval of the City Manager. The City Manager may authorize use of said courts on occasion, for special Town events, giving no less than seven (7) days notice to Tennis Pro of this use. Tennis Pro will post a sign on the fence of the southeast court explaining its special use and indicating how registration can be accomplished.

K. Tennis Pro shall provide professionally competent and experienced instructors to meet instructional obligations. All employees of Tennis Pro shall be neatly dressed and courteous at all times. Tennis Pro shall cover each of said employees with Workers' Compensation insurance. Tennis Pro shall furnish the City Manager with a certificate of statutory coverage therefore. Instructors shall be employees of Tennis Pro, and not Town. The City Manager may observe Tennis Pro's personnel on a periodic basis to determine that such personnel are providing instruction in a professional, competent, and courteous manner. Pursuant to this periodic review, the City Manager may determine Tennis Pro's satisfactory performance of this contract.

L. All lessons taught for the ATC by Tennis Pro shall be given at Holbrook-Palmer Park, unless the City Manager gives prior approval.

M Tennis Pro shall follow the daily rules of work listed below:

1. Arrive at courts at least ten minutes before lesson time.
2. If courts are set, allow enough time to rol-dri all the puddles prior to lesson time.
3. Stay on schedule so all lessons and meeting start and finish on time.
4. When opening, get out all carts, ball machines, and ball pick-up devices to be used that day.
5. When closing, be sure all equipment is put away and storage facility door is

locked.

6. Insure that proper tennis attire is worn at all times. Proper tennis attire includes tennis shoes, tennis shorts, tennis skirts, tennis dresses, collared tennis shirts, classy T-shirts and tennis warm-ups. It does not include black-soled running shoes, running shorts and swim suits.
7. Pick up balls and retrieve any that went over the fence (but not on Felton Gables Property) after each lesson, or at least at the end of teaching for the day.

N. All tennis class lists and records originally acquired through association with the ATC shall remain the confidential property of the ATC for the term of this contract, regardless of location at which lesson is given, and shall not be used or taken by Tennis Pro for any other purpose other than for the sole use of the ATC.

ATC Members, followed by Town residents, shall have priority over non-members in registration for instruction.

Tennis Pro shall be responsible for the behavior of all participants in the Town's tennis instruction program while in the tennis area. Tennis Pro shall ensure that all participants in the Town's tennis instruction program comply with club rules regarding use of courts and other facilities, and control of noise.

6. **RATE AND REE SCHEDULE:**

Tennis Pro shall charge the following rates;

Rates (per hour): Private Lessons: \$85.00 Per Hour

Clinics, tournaments and lessons of less than one hour shall be less than the hourly rate (pro rata).

7. **RESPONSIBILITIES OF TOWN**

Town shall be responsible for:

- A. Publication of all Town-sponsored tennis programs, clinics and events in brochures, the ATC newsletter, or in local newspapers.
- B. Maintenance of tennis courts, fencing, nets, wind screens, water fountains, shelters, benches, pathway landscaping, trees, ball machine, and electrical service affecting the tennis courts.
- C. Providing office space, desk, miscellaneous furniture, electricity, ball machine, rollers and/or squeegees, and use of Town photocopier.
- D. Installation, maintenance and monthly fees associated with a telephone or pager, and for telephone answering machine or voice mail.

8. PAYMENT TO TOWN BY TENNIS PRO

Tennis Pro shall pay the Town ten percent (10%) of his gross revenues on the last day of each month.

Tennis Pro shall submit a record of all lessons, clinics, etc. taught or held, and include the names of each person, date of lesson, etc. and time expended for each lesson, amount charged/ collected, with a summary sheet showing total hours taught and total (100%) of the money collected.

Tennis Pro shall include, with the above records, a check representing payment for ten percent (10%) of the total income shown by such records made payable to "Town of Atherton" and submit all information to the Holbrook-Palmer Park Program Manger at 150 Watkins Avenue, Main House, Atherton. Said payments shall be made on the last day of each month.

9. AUDIT

Once during each year of the term of this contract, and at any one time in the year following the termination of this contract, the City Manager may cause an audit of Tennis Pro's business within the Town, by an independent accountant selected by the City Manager. If any monthly or annual statement of gross revenues submitted by Tennis Pro to the Park Program Manager is found to be more than ten percent (10%) less than the amount of Tennis Pro's actual gross revenue for the same period, Tennis Pro shall immediately pay to Town the cost of the audit plus ten percent (10%) of the difference together with interest thereon computed at the rate of ten percent (10%) per annum. Otherwise, the cost of the audit shall be paid by the Town.

10. FORCE MAJEURE

If the facilities at Holbrook-Palmer Park are damaged or made unusable due to a natural disaster or causes beyond the control of the Town, the parties will be relieved of their mutual obligations under this contract. When the affected facilities are again deemed to be useable by the City Manager, the contract will be considered to be resumed.

11. PERFORMANCE REVIEWS

Tennis Pro shall be given an annual evaluation by the City Manager to review the performance of this agreement. Other reviews may be scheduled as agreed upon or as necessary by either party. Any notice given pursuant to this contract shall be considered complete upon hand delivery or three days after mailing, postage pre-paid as follows:

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

TENNIS PRO

Alan Margot
325 M Sharon Park Dr.
Menlo Park, CA 94025

Dated: _____

By: _____

WILLIAM R. CONWELL, Mayor
Town of Atherton

Dated: _____

By: _____

ALAN MARGOT, Tennis Professional

APPROVED AS TO FORM:

MARC G. HYNES, City Attorney

**SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES OF
USPTA TEACHING TENNIS PROFESSIONAL ALAN MARGOT**

This Second Amendment to the Agreement for Services by and between the Town of Atherton ("Town") and Alan Margot, USPTA "Tennis Professional" ("Tennis Pro") for management of the Town's tennis instruction program ("Second Amendment") is entered into as of the ____ day of _____, 2009, ("Effective Date"), by and between Town and Tennis Pro.

RECITALS

- A. Town and Tennis Pro are parties to that certain Agreement for Services of USPTA Teaching Tennis Professional Alan Margot effective March 1, 2005 ("Agreement").
- B. Town and Tennis Pro entered into a First Amendment to the Agreement effective March 1, 2007 to provide for continuing services as described therein.
- C. Town and Tennis Pro now desire to enter into this Second Amendment to provide for continuing services as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises, the parties hereby amend the Agreement as follows:

- 1. Subsection C, Part 2, Paragraph 3. Subsection C, Part 2. of Paragraph 3 is hereby amended to read as follows: "Automobile liability limits of \$1,000,000 bodily injury and property damage combined."
- 2. Subsection A, Paragraph 4. Subsection A of Paragraph 4 is hereby amended to read as follows: "This contract shall commence effective March 1, 2009, and unless terminated sooner pursuant to Section 4.B or Section 4.C, as amended, or extended for another two-year term pursuant to Section 4.D., as amended, the contract will terminate on the last day of June, 2011
- 3. Agreement in Effect. Except as amended by this Second Amendment, the Agreement, as amended, shall remain in full force and effect.
- 4. Counterpart Signatures. This Second Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this Second Amendment as of the Effective Date.

Dated: June _____, 2009

Jerry Carlson, Town of Atherton Mayor

Dated: June _____, 2009

Alan Margot, Tennis Professional

APPROVED AS TO FORM:

Wynne Furth, City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS

**FROM: JERRY GRUBER, CITY MANAGER
WYNNE FURTH, CITY ATTORNEY**

DATE: CITY COUNCIL MEETING OF JUNE 17, 2009

**SUBJECT: REQUEST FOR INCREASE IN LEGAL SERVICES BUDGET FOR
FISCAL YEAR 2008-2009**

Recommendation.

Staff recommends that the legal services budget for 2008-2009 be increased by \$120,000 to cover necessary legal expenses.

Background.

In February of this year the Town retained to McDonough Holland & Allen LLC as its City Attorney. The firm provides a fixed number of hours of legal services each month for \$11,000 per month; additional work is billed on hourly rates. This retainer includes 50 hours of legal services, including 5 hours of employment law advice. It is designed to cover two public meetings a month, weekly office hours, and drafting and review of routine documents and advice on the range of minor issues that arise for a small municipality offering a range of services. The retainer is not designed to cover claims, litigation, or special projects such as major code revisions.

The initial legal budget for the 2008-2009 fiscal year was \$206,228. This was increased to \$306,228 on March 18, 2009. \$206,102 of that amount has been spent on work by the Town's previous City Attorney and special services provided by other law firms. The funds in the budget to cover McDonough's services, which include the handling of claims, litigation, and employment law, over and above the retainer, are \$2,126. The Town's need for legal services in the short term exceeds that amount. Some litigation has been settled but some claims remain to be handled. Staff has deferred legal matters whose resolution is desirable but not critical. The City Attorney's Office works with the rest of staff to put in place procedures, and conduct

training, that is reducing the time needed for lawyer's review of Town work. However, some issues cannot be delayed without exposing the Town to an undesirable level of risk.

The City Attorney and City Manager have met with the Council's Legal Transition Subcommittee to review the flow of work and its cost. Steps to further reduce costs have been recommended and will be implemented.

The Town's actual legal services costs in 2006-2007 were 448,710; in 2007-2008 they were \$604,016. The proposed budget for 2009-2010 is \$426,228.

Fiscal Impact.

The requested addition to the legal services budget is \$120,000. The Finance Director recommends these fees to be paid out of projected fiscal year 2009/2010 excess revenue.

Alternatives.

1. Approve the requested increase of the legal services budget to \$120,000 for the fiscal year 2008-2009.
2. Approve a smaller increase.
3. Reject the requested increase.

Respectfully,

/s/ Wynne Furth

Wynne Furth
City Attorney

Jerome D. Gruber
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS

FROM: JEROME D. GRUBER, CITY MANAGER

DATE: CITY COUNCIL MEETING OF JUNE 17, 2009

SUBJECT: REQUEST FOR INCREASE IN LEGAL SERVICES BUDGET FOR FISCAL YEAR 2008-2009

Recommendation:

Accept legal transaction ad-hoc Committees recommendation to fund legal services for the remainder of fiscal year 2008/2009 for the sum of \$120,000

Background:

On June 11, 2009 staff met with the legal transition ad hoc Committee along with Ben Winig to discuss additional legal costs for the remainder of FY2008/09. During the meeting several suggestions were made and will be implemented in order to improve and safeguard fiscal responsibility as it relates to the Towns legal budget. The following items were agreed upon and will be implemented immediately.

1. City Manager will correspond with all Department managers and establish a protocol for contacting the City Attorney.
2. The legal transition ad hoc Committee will meet monthly and review all legal invoices with the City Attorney to ensure that Town resources are being allocated efficiently and effectively.
3. The City Attorney has agreed to make improvements to the monthly invoices that reflect a more detailed explanation of the services being rendered.
4. The legal transition ad hoc Committee will work with the City Attorney and City Manager as part of our monthly meeting will establish priorities for the City

Attorney to work on. These priorities will be communicated to the City Council and agreed upon by the entire Council.

5. During Committee reports the legal transition ad hoc Committee will bring the full Council up to date on the progress that is being made to maintain fiscal responsibility as it relates to the Town Attorney while legally safeguarding the Town.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CHIEF GLENN NIELSEN

DATE: FOR THE MEETING OF JUNE 17, 2009

**SUBJECT: ACCEPTANCE OF DONATION FROM PRIVATE DONOR OF
\$14,286.25 TO OFFSET COST OF NEW POLICE DOG**

RECOMMENDATION:

Staff recommends that Council authorizes the acceptance of a private donation of \$14,286.25 to offset the 2009/2010 FY cost of replacing a retiring police K-9. This cost will include the purchase of the K-9, training, and required accessories. Further, Staff recommends the Town provide a charitable cost letter to the donor.

INTRODUCTION:

A goal of the Atherton Police K-9 Program has been to off-set the Town's cost of a police service dog by inviting residents to contribute funds for the associated costs. This has proven to be a successful practice over the years. A resident has stepped forward and offered to donate \$14,286.25 toward replacing K-9 Zar who is retiring in FY 2009-10. In return, this donor is requesting a letter from the Town acknowledging the donation.

PD is requesting a budget adjustment in its proposed FY 2009-10 budget; specifically, that \$14,286.25 be added to 101-40-3504-000 for the K9 purchase.

ANALYSIS:

Approval of this donation to the Atherton Police K9 program would maintain the existing number of police K 9s (two) deployed in the community.

FISCAL IMPACT:

The cost of the purchase is offset by the donation.

Prepared By:

Glenn Nielsen
Chief of Police

Approved:

Jerome D. Gruber
City Manager

RESOLUTION 09-20

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
REJECTING THE CLAIM OF
Jonathan B. Buckheit**

[Re: Police Action]

BE IT RESOLVED by the City Council of the Town of Atherton that the Claim for alleged damages with an unknown date and received April 9, 2009 is hereby rejected.

DULY AND REGULARLY ADOPTED this 17th day of June, 2009.

TOWN OF ATHERTON

Jerry Carlson, Mayor

ATTEST

Theresa N. DellaSanta, Deputy City Clerk



Item 20

Report to Follow



Item 21

Report to Follow



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE OFFICER

DATE: FOR THE MEETING OF JUNE 17, 2009

**SUBJECT: CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION
ASSESSING A SPECIAL TAX FOR MUNICIPAL SERVICES FOR THE
FISCAL YEAR 2009-2010**

RECOMMENDATION:

Adopt Resolution 09-23 assessing a Special Tax for Municipal Services for the Fiscal Year 2009-2010.

DISCUSSION:

On June 7, 2005, the residents of Atherton approved Ordinance No. 555 assessing a special municipal tax. FY 2009-10 will be the last year in which the five-year special municipal tax has been in effect.

The FY 2009-10 budget approved by Council on June 17th includes an estimate of parcel tax revenue in the amount of \$1,858,000. The recommended parcel tax levy is unchanged from the levy adopted in FY 2006-07.

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

If the Council adopts the attached resolution, the tax will be collected for the Town of Atherton by San Mateo County as part of the regular property tax bill due and payable in December 2009 and April 2010. The taxes for each parcel classification are listed on Exhibit A of the resolution.

FISCAL IMPACT:

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

Prepared by:

Approved by:

/s/ Louise Ho

Louise Ho
Finance Official

Jerome D. Gruber
City Manager

RESOLUTION 09-23

**A RESOLUTION OF THE TOWN OF ATHERTON
ASSESSING A SPECIAL TAX FOR MUNICIPAL SERVICES
FOR THE FISCAL YEAR 2009-2010**

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

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

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

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

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

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

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of June, 2009, by the following vote:

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

Jerry Carlson, Mayor
TOWN OF ATHERTON

ATTEST:

Theresa N. DellaSanta
Deputy City Clerk

APPROVED TO FORM:

Wynne Furth, City Attorney

EXHIBIT “A”

**2009-2010 SPECIAL TAX RATE
FOR MUNICIPAL SERVICES**

Within the 2009-2010 annual budget is a revenue estimate of \$1,858,000 to be derived from the Special Municipal Tax as authorized by Ordinance 555 of the Town of Atherton.

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

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

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



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 JUNE 17, 2009

SUBJECT: FUND BALANCE POLICY FOR THE GENERAL FUND

RECOMMENDATION

Approve the resolution authorizing the establishment of a Fund Balance Policy for the General Fund.

DISCUSSION

At the Special Meeting on April 7, 2009, staff presented a preliminary General Fund Reserve Policy for the City Council consideration. With the adoption of the FY 2009-10 budget, staff is recommending that the City Council adopt a written Fund Balance Policy for the General Fund. This policy is especially important during economic downturn as the Policy will provide clear guidelines on the amount of reserve to be maintained and when reserve can be used.

Staff is recommending that the City Council review the attached draft Policy and determine if the range set for each reserve and the priority order for dealing with year-end excess of revenues over expenditures for any fiscal year are appropriate.

FISCAL IMPACT

None

Prepared by:

Approved by:

/s/ Louise Ho

Louise Ho
Finance Director

Jerome D. Gruber
City Manager

Attachment: Fund Balance Policy for the General Fund (draft)

RESOLUTION NO. 09-24

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
AUTHORIZING THE ESTABLISHMENT OF A GENERAL FUND RESERVE POLICY**

WHEREAS, the City Council of the Town of Atherton would like to improve financial performance, maintain financial solvency, protect against economic uncertainty, and provide a reserve for emergency; and

WHEREAS, the City Council desires to establish a reserve fund policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve the establishment of a General Fund Reserve 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 the 17 th day of June, 2009, by the following vote:

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

Jerry Carlson, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne Furth, City Attorney



Town of Atherton

Fund Balance Policy for the General Fund

Purpose

To help the Town provide quick response to weather economic uncertainty, unexpected situations such as natural disasters, provide sufficient cash flow to avoid the need for short-term borrowing. The policy establishes the appropriate level of reserves which the Town of Atherton will strive to maintain in its General Fund balance, how the target fund balances will be funded; and the conditions under which fund balances can be used.

For purposes of this Policy, the definition of “reserves” is limited to the portion of fund balance that is *unreserved*. Unreserved is to mean not set aside for existing legal obligations of the Town.

1. Amounts Held in Reserve

The Town of Atherton will strive to hold the amounts listed below in General Fund balance, expressed as a percentage of the Town’s annual operating expenditures of General Fund. These amounts are expressed as goal ranges to recognize that fund balance levels can fluctuate from year to year due to the normal course of Town government operations.

- 20-25% - Budget Stabilization Reserve for economic uncertainty, possible State borrowing of Town’s fund, known or anticipated future obligations.
- 15-20% - Emergency Disaster Reserve for unforeseen events such as sudden and unexpected natural disasters, catastrophic accidents.
- 5-10% - Working Capital to provide sufficient cash flow.

2. Funding Target Fund Balance

Funding of General Fund balance targets will generally come from excess revenues over expenditures or one-time revenues. The reserves will be funded in the following priority order:

- Economic uncertainty
- Emergency Disaster

- Working Capital
- Self-insurance Reserve
- GASB 45 unfunded post-employment benefits other than pensions (retiree health-care)
- Capital improvement projects

3. Conditions for Use of Reserves

The use of reserves shall be limited to unanticipated, non-recurring needs, or anticipated future obligations. Fund balances shall not be used for normal or recurring annual operating expenditures.

The City Manager is authorized to make recommendation to City Council for use of reserve. The recommendation shall be accompanied by a plan for the replenishment of the reserve to the City Council.

In no circumstances shall the total General Fund reserve balance drops below 15% of the Town's annual operating expenditures for the General Fund.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME D. GRUBER, CITY MANAGER.

DATE: FOR THE MEETING OF JUNE 17, 2009

SUBJECT: DESIGNATE TWO CITY COUNCIL REPRESENTATIVES
AND ONE ALTERNATE STAFF MEMBER TO THE
PENINSULA CITIES CONSORTIUM FOR HIGH SPEED RAIL
AND ADOPT RECOMMENDED GUIDING PRINCIPLES

RECOMMENDATION:

1. It is recommended that Council designate two Council Members and one alternate staff member to the Peninsula Cities Consortium (PCC) for High Speed Rail and establish a scope of authority for designees.
2. Adopt recommended guiding principles.

BACKGROUND:

A number of Peninsula Cities have been meeting informally over the past few months to discuss High Speed Rail and with the signing of an MOU by five of the participating cities, the Peninsula Cities Coalition (PCC) will transition to a more formal body, with public meetings noticed under California's Brown Act, etc. Brown Act guidelines require that committees whose task extends beyond six months should be considered a standing committee subject to the open meeting requirements of the Brown Act. Since Atherton ratified the MOU at its May 20, 2009 Council meeting, it is clear that the PCC

will be active in High Speed Rail issues well beyond six months and will be subject to the Brown Act requirements. The designated TWO Council Members and one alternate may attend meetings, but each City shall have only one vote.

GUIDING PRINCIPLES:

The Towns representatives will be guided by the following principles:

- The Town recognizes that High Speed Rail, if done correctly, has the potential to minimize adverse impacts.
- While acknowledging that the current direction for the San Jose to San Francisco High Speed Train project is to use the Caltrain right-of-way as the high speed rail corridor between San Jose and San Francisco, the Town is open to and could support alternative alignments.
- The Council representatives will be guided by the Town of Atherton Scoping Comments for California High Speed Rail Authority's San Francisco to San Jose High Speed Train (HST) Environmental Impact Report/Environmental Impact Statement (EIR/EIS).
- The Town is supportive of operating conditions along the Caltrain right-of-way that would be conducive to a high speed rail intercity connection in San Jose, with improved Caltrain commuter rail service between San Jose and San Francisco.
- The Town Council representatives shall provide regular reports to the Council on the activities of the Peninsula cities Consortium.
- The Town representatives will promote the use of CEQA and NEPA environmental requirements being applied to the high speed rail project and may oppose any legislative actions that reduce these requirements, on behalf of the Town.

FISCAL IMPACT:

There is no fiscal impact.

RESOLUTION 09-19

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON DESIGNATE TWO CITY COUNCIL REPRESENTATIVES AND ONE ALTERNATE STAFF MEMBER TO THE PENINSULA CITIES CONSORTIUM FOR HIGH SPEED RAIL AND ESTABLISH RECOMMENDED GUIDING PRINCIPLES

WHEREAS, The Towns representatives will be guided by the following principles:

- While acknowledging that the current direction for the San Jose to San Francisco High Speed Train project is to use the Caltrain right-of-way as the high speed rail corridor between San Jose and San Francisco, the Town is open to and could support alternative alignments.
- The Council representatives will be guided by the Town of Atherton Scoping Comments for California High Speed Rail Authority's San Francisco to San Jose High Speed Train (HST) Environmental Impact Report/Environmental Impact Statement (EIR/EIS).
- The Town is supportive of operating conditions along the Caltrain right-of-way that would be conducive to a high speed rail intercity connection in San Jose, with improved Caltrain commuter rail service between San Jose and San Francisco.
- The Town Council representatives shall provide regular reports to the Council on the activities of the Peninsula cities Consortium.
- The Town representatives will promote the use of CEQA and NEPA environmental requirements being applied to the high speed rail project and may oppose any legislative actions that reduce these requirements, on behalf of the Town.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton, California does hereby approve designation of two Council Members and one alternate staff member to the Peninsula Cities Consortium (PCC) for High Speed Rail and hereby adopts Resolution 09-19 establishing recommended guiding principles.

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 17th day of June 2009 by the following vote:

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

ATTEST:

Jerry Carlson, MAYOR
TOWN OF ATHERTON

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne S. Furth, City Attorney



Town of Atherton

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JERRY GRUBER, CITY MANAGER

DATE: FOR THE CITY COUNCIL MEETING OF JUNE 17, 2009

SUBJECT: ADOPTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE ATHERTON POLICE OFFICERS' ASSOCIATION AND THE TOWN OF ATHERTON FOR THE PERIOD OF JULY 1, 2008 THROUGH SEPTEMBER 30, 2013

RECOMMENDATION

Adopt the attached Memorandum of Understanding between the Town of Atherton and the Teamsters Local No. 856, for the period of July 1, 2008 through September 30, 2013, and authorize the Mayor to execute the agreement on behalf of the Town.

INTRODUCTION:

The last Memorandum of Understanding (MOU) between the Town and the Union covered the period of July 1, 2005 through June 30, 2008. The Town's management negotiating team has met and conferred with Union representatives regarding reaching a new agreement. The attached Memorandum of Understanding reflects the proposed agreement which has been reached between the negotiators on behalf of the Town and the Union. The MOU, if adopted by Council, would be effective July 1, 2008 through September 30, 2013.

The Union's general membership met on February 4, 2009 and ratified the provisions of this proposal.

The proposed MOU has been reviewed by the Union, the City Attorney and the Town's labor relations counsel.

ANALYSIS:

Salary:

Adoption of the MOU would implement salary adjustments for APOA Employees, effective July 1, 2008, representing an average annual increase for Fiscal Year 2008-09 of 3.9%. The salary adjustment represents the 70th percentile pay range of comparator positions with comparator agencies for APOA positions for base salary, assignment pay, the value of PERS EPMC (employer paid member contribution into Public Employees Retirement System (PERS)), and the employer cost of the following benefits: health, vision, dental, clothing, deferred compensation, life insurance, LTD, career incentive, and holiday pay.

Calculations will be done using the applicable compensation comparison of salaries and benefits that have been set by August 15 of that year, for implementation on or before September 15, of that year. Salaries will then be adjusted as may be necessary, based upon the survey of benchmark agencies, to bring total compensation for each classification up to the 70th percentile. Any such salaries increases will be effective on the first pay period that begins on or after July 1, 2008, October 1, 2009, October 1, 2010, October 1, 2011 and October 1, 2012 (with the removal of the top and bottom salaries in the array for calculation purposes).

The attached Memorandum of Terms of Settlement provides a summary of the proposed changes to the existing MOU.

FISCAL IMPACT:

The fiscal impact for FY 2008-2009 represents a 3.9% increase in salary/benefits for APOA Employees. These adjustments represent a total dollar cost of \$90,717.00, and no adjustment is required in the existing FY 2008-2009 Budget to accommodate these changes.

Attachment:

- 1) Summary of Agreement
- 2) Proposed Memorandum of Understanding

Potential Tentative Agreement
Between
The Town of Atherton
And
The Atherton Police Officers' Association

The Town of Atherton and the Atherton Police Officers' Association have agreed to the following modifications to the MOU expiring on June 30, 2008.

- Article I, Section I – Term – The term of this MOU shall be July 1, 2008 through September 30, 2013. This MOU shall apply to employees with in job classifications covered by this MOU and in the Town's active employment on the effective date of this Agreement and thereafter.
- Article I, Section 2 – Successor MOU - Ninety (90) days prior to the termination of this MOU, the Association or Town shall notify the other party in writing if it wishes to modify the MOU. In the event that such notice is given, negotiations shall begin as soon as possible after the notice but not later than August 1, 2013, unless mutually agreed upon otherwise. This Agreement shall remain in full force and be effective during the period of negotiations and until ten days following written notice of termination of this Agreement provided to the other party.
- Article IV, Section 1 – Wages – The monthly salaries for full-time employees shall be increased on the first pay period that begins on or after July 1, 2008.
- The Town will conduct a compensation survey of the benchmark agencies using the applicable compensation comparison of salaries and benefits that have been set by August 15 of that year, for implementation on or before September 15, of that year. Salaries will then be adjusted as may be necessary, based upon the survey of benchmark agencies, to bring total compensation for each classification up to the 70th percentile. Any such salaries increases will be effective on the first pay period that begins on or after July 1, 2008, October 1, 2009, October 1, 2010, October 1, 2011 and October 1, 2012. As the new salaries are established, an updated salary schedule shall be developed and considered an appendix to this MOU. A copy will be provided to the APOA.
- The parties agree to a side letter regarding reopening Section 1 Wages for October, 2010, October 2011 and October 2012.
- Article IV, Section 4 – Insurance Coverage C. – Effective January 1, 2009, an employee who elects no medical coverage through the Town shall receive 50% of the monthly **Blue Shield Premium rate (employee only, employee + one, or employee + 2 or more)** for which the employee ~~last elected~~ and is ~~currently~~ eligible for **during the open enrollment period**. The minimum payment shall per \$300 per month. This payment shall be made quarterly.

- Article IV, Section 5 – Acting Pay – Employees shall receive acting pay of 5.0% for each full work day (8/10/12 hours) that they are assigned to act in a higher paid classification.
- Article IV Section 7: Uniform Allowance – The Town will pay the Uniform Allowance in one payment. The allowance will be prorated for those employees who leave prior to the completion of the full year
- Article IV, Section 9 Retirement – A – Effective on adoption of the agreement, but to be used in the 2008 salary survey, the Town agrees to increase the Town’s payment of the employee’s share of PERS required employee contribution to 7.0%.
- Article IV Section 9 Retirement – D – The Town agrees to provide the non-sworn employees in this bargaining unit who are in PERS Miscellaneous Plan 2.0% @ 55, with any modified retirement benefit granted to the bargaining unit represented by Teamster Local 856. **The Town will meet with the APOA prior to implementing the modified retirement formula terms and conditions. The APOA membership will have the right to accept or reject the terms of the modified retirement formula.**
- Article IV, Section 12 – Sick Leave – Sick leave shall be accumulated at a rate of 3.69 hours per biweekly pay period. ~~Sick leave shall be accumulated to a maximum of one thousand (1000) hours.~~ There shall be no maximum on sick leave accumulations.
- Article IV, Section 14 – Holidays – The Town will add Martin Luther King Day (Third Monday in January) to the list of recognized Holidays in Section 14.
- Article IV, Section 15 – Vacation – Employees shall be allowed to have the Town buy back accrued vacation, with the approval of the City Manager, under the following:
 - Accumulation at 15 days per year – 5 days of buy back by the Town per year
 - Accumulation at 20 days per year – 10 days of buy back by the Town per year
- Article IV, Section 15 – Vacation – Vacation shall be accrued, per biweekly pay period, for regular full-time employees at the following rates:
 - Less than three years of service – 10 working days per year
 - Three years of service to eight years of service – 15 working days per year
 - Eight years of service and above – 20 working days per year
- **Article IV Section 18 Overtime Pay** – **This language shall replace the current MOU language effective upon adoption of the MOU by the Town Council.**

- Over time shall be paid to an employee at the rate of 1.5 times the employee's hourly rate of pay or at the option of the employee; the employee shall receive Compensatory time at the rate of 1.5 times the employee's hourly rate of pay.
 - The calculation of overtime shall include all hours in paid status.
 - Employees shall be eligible for overtime based on the following:
 - Sworn employees, who are on a 12 hour work schedule, shall be eligible for overtime or compensatory time for all hours paid in excess of 84 hours in a 14 day work period.
 - Sworn employees, who are on a 10 or 8 hour work schedule, shall be eligible for overtime or compensatory time for all hours paid in excess of 80 hours in a 14 day work period.
 - Non-sworn employees shall be eligible for overtime or compensatory time for all hours for all hours paid in excess of 40 hours in a 7 day work period.
 - The Town can provide written notice to the Union to solely reopen Section 18 Overtime Pay of the MOU between the parties. If the Union requests the Town and the Union shall meet and confer regarding the impacts of the Towns proposed changes to Section 18 Overtime Pay of the MOU. In order to reopen Section 18 Overtime Pay of the MOU, the Town must determine that there is a lack of funds or there has been a pattern of abuse of overtime.
 - The Town has exercise the Fair Labor Standards Act (FLSA) Section 207 (k) for its law enforcement personnel. The exemption is set forth in Section 553.230 of the Code of Federal Regulations.
- Article IV Section 21 Compensatory Time – A maximum of ~~eighty four (84) sixty~~ ~~(60)~~ hours of compensatory time may be used during the year. An employee's compensatory time blank shall not exceed 84 hours, all overtime compensatory time earned after that amount will be paid at the appropriate overtime rate.
 - Article IV Section 23: Bilingual Pay – An employee capable of speaking Spanish or any language designated by the Town ~~and Spanish~~ at a fluency level satisfactory to the Town shall receive ~~\$100.00~~ \$200.00 per month as a full-time agent in addition to any other compensation to which the employee is otherwise entitled.
 - Article IV Section 24: Educational Reimbursement – ~~The Town shall establish a \$2000.00 annual educational reimbursement plan.~~ Employees who successfully complete courses, approved by the Chief of Police, in law enforcement or a degree program may receive up to \$ 1000.00 ~~400.00~~ reimbursement each year. ~~of the MOU until funds are depleted. At the end of the calendar year, any unused amount in the plan shall be distributed to participants in the plan during that year on an equal basis provided that such additional payments to participants shall be based on actual expenditures incurred by the participants.~~

- Article IV Section 27 Physical Fitness Program – ~~During the course of this Agreement, a physical fitness incentive program shall be instituted after the Town and Association agree upon the program's content.~~ The Physical Fitness Program shall be implemented and maintained in accordance with the Department's Wellness Policy. The Department's Wellness Policy shall comply with all appropriate State and Federal statutes.

- Article IV, Section 31 – Assignment Pay – An employee when qualified and assigned by the Chief or his/her designated representative to act in the capacity of School Resource Officer, REACT Officer, Motorcycle Officer or any assignment designate by Chief of Police and approved by the City Manager shall receive assignment pay in addition to regular pay in an amount equal to 5% of the employee's base salary for each full shift the employee is so assigned...

- Article IV Section New Jury Duty – An employee required to report for jury duty shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the employee remits to the Town all fees received for such duties, other than mileage or subsistence allowances, as soon as the employee receives such fees. The employee must report to work for any portion of the work day that the employee is not required to be absent due to jury duty, unless prior arrangement have been made with the Chief of Police.

- Classification Studies – The Town is withdrawing its proposal for a classification study for the CSO classification, if the APOA agrees to the following:
 - The CSO/Dispatcher classification will be Create to recognize dispatching functions.
 - There will be no CSO classification study.
 - A title and job specification will be developed for the CSO/Dispatcher classification and will be the same as the current CSO except for the following:
 - Dispatcher will be added to the CSO class title.
 - The CSO will perform dispatching duties as assigned.
 - The current CSO classification will remain as part of the bargaining unit.
 - **Effective July 1, 2008**, the CSO/Dispatcher classification **top step** will be placed at 13.5% below the Dispatcher Classification **top step** to recognize dispatching functions.
 - The CSO shall not be eligible for acting pay.
 - The Town shall conduct a classification study for the Communications Supervisor classification.
 - The 2008 compensation for the Communications Supervisor classification shall be determined by maintaining the differential in effect on June 1, 2008 between the Communication Supervisor and the Dispatcher classifications.
 - The classification study shall be started within 60 days of adoption of the terms of the MOU by the Town Council.

- The classification study shall be completed within 6 months of adoption of the terms of the MOU by the Town Council.
 - The Town will meet with the APOA upon the completion of the classification study. The Town will review and respond to the APOA inquires.
 - The compensation portion of the classification study shall be implemented with the 2009 general salary increases.

- Article New Section New: Labor/Management Committee – The Town and the APOA agree to create a Labor/Management Committee. The Labor/Management Committee shall discuss the following topics:
 - Catastrophic Leave Program
 - Catastrophic Leave Program shall be the first item to be discussed by the Labor/Management Committee.
 - It is expected that the Labor/Management Committee shall complete its discussions regarding the Catastrophic Leave Program within 120 days after the adoption of the MOU and provide a written proposal to the City Manager/Town Council for there review and action.
 - Retiree Medical Health Savings Account
 - Wellness Policy - Modifications
 - Or other mutually agreed upon issues
- The Committee shall be comprised of up to two individuals representing the Town and up to two individuals representing the APOA.
- Meetings may be requested by either party and they shall be scheduled by mutual agreement between the Department and the APOA.
- The committee shall not discuss issues related to disciplinary actions.
- The committee shall begin to meet no later than 90 days after the adoption of the MOU.

All other sections of the MOU shall remain unchanged except for the updating on necessary dates and housekeeping items.

For the Town of Atherton

For the APOA

DATE: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TOWN OF ATHERTON

AND

THE ATHERTON POLICE OFFICERS' ASSOCIATION

FOR THE PERIOD July 1, 2008 THROUGH September 30, 2013

This Memorandum of Understanding (hereinafter referred to as "MOU") is made this fifteenth day of February, 2006, by the Town of Atherton (hereinafter "Town" or "Employer"), and the Atherton Police Officers' Association (hereinafter "Association" or "Employee Organization"). The use of the terms "Memorandum of Understanding," "MOU," and "Agreement" is to be construed to mean the same as the term "Memorandum of Understanding" contained in Section 3505.1 of the California Government Code, commonly known as the Meyers-Milias-Brown Act.

**ARTICLE I
TERM OF MEMORANDUM**

Section 1: Term

The term of this MOU shall be July 1, 2008 through September 30, 2013. This MOU shall apply to employees within job classifications covered by this MOU and in the Town's active employment on the effective date of this Agreement and thereafter.

Section 2: Successor MOU

Ninety (90) days prior to the termination of this MOU, the Association or Town shall notify the other party in writing if it wishes to modify the MOU. In the event that such notice is given, negotiations shall begin as soon as possible after the notice but not later than August 1, 2013, unless mutually agreed upon otherwise. This Agreement shall remain in full force and be effective during the period of negotiations and until ten days following written notice of termination of this Agreement provided to the other party.

**ARTICLE II
RECOGNITION**

Pursuant to Ordinance Number 377 of the Town of Atherton, and provisions of the applicable state law, the Atherton Police Officers' Association is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for employees assigned to the

classifications listed in Article IV, Section 1 of this MOU. The classifications listed in Article IV, Section 1 and subsequent additions thereto or deletions therefrom shall constitute appropriate units.

**ARTICLE III
PURPOSE**

The purpose of this Agreement is: to promote and provide harmonious relations, cooperation and understanding between the Town and the Employees covered herein; to provide an orderly and equitable means of resolving differences which may arise under this Agreement, and to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding wages, hours and other terms and conditions of employment of the employees represented by the Atherton Police Officers' Association.

**ARTICLE IV
WAGES AND BENEFITS**

Section 1: Wages

- A. Monthly salary ranges for full-time employees shall be increased on the first pay period that begins on or after July 1, 2008.

Job Classification Step A Step B Step C Step D

POLICE-CIVILIAN

Police Dispatcher

Communications
Supervisor

Community
Service Officer

Police Trainee

POLICE-SWORN

Police Officer (80 hrs)

Sergeant (80hrs)

Police Officer (84 hrs)

Sergeant (84hrs)

- A. Employees may progress from Step A to Step B six (6) months after their hire date or date of entry into the job classification provided they have received a satisfactory performance evaluation conducted by the Town. Employees may progress from Step B

to Step C twelve (12) months after the date of entry into Step B, provided they have received a satisfactory performance evaluation conducted by the Town. Employees may progress to Steps D on the anniversary date following their entry into Step C. Progression to Step D is based upon such factors as experience, certifications, etc., and a satisfactory performance evaluation conducted by the Town. Progression between Steps is not automatic, but depends upon an evaluation of performance.

- B. Changes between ranges and/or steps shall be made at the beginning of the pay period immediately following the employee's anniversary date.
- C. Sergeants exercise supervisory responsibilities and are considered supervisory employees within the meaning of the Town's municipal code.

The Association and the Town agree that all positions covered under this MOU will be compensated at the 70th percentile utilizing the following benchmark agencies: Palo Alto, Redwood City, Menlo Park, San Mateo County Sheriff's Department, Hillsborough, Millbrae, San Carlos, Los Gatos, Belmont, Brisbane, San Bruno, and Los Altos. The "compensation" used for this comparison includes base salary, assignment pay, the value of PERS EPMC (employer paid member contribution), and the employer cost of the following benefits: health, vision, dental, clothing, deferred compensation, life insurance, LTD, career incentive, and holiday pay, as reported by the Employee Relations Service on their Web Site of municipal compensation for Bay Area cities. For purposes of the 70th percentile calculation, the top and bottom salaries in the ranking of comparator positions in the comparator agencies shall be eliminated. The "compensation" used for this comparison expressly excludes the value of a PERS retirement benefit.

The Town will implement salary increases during the term of this MOU as follows:

The Town will conduct a compensation survey of the benchmark agencies using the applicable compensation comparison on salaries and benefits that have been set by August 15 of that year, for implementation on or before September 15 of that year. Salaries will then be adjusted as may be necessary, based upon the survey of benchmark agencies, to bring total compensation for each classification up to the 70% percentile. Any such salary increases will be effective on the first pay period that begins on or after July 1, 2008, October 1, 2009, October 1, 2010, October 1, 2011, and October 1, 2012, unless the Town exercises the stipulation of the attached Side Letter. As the new salaries are established, an updated salary schedule shall be developed and considered an appendix to this MOU. A copy will be provided to the APOA.

Section 2: P.O.S.T. Certificate

Any officer receiving an intermediate P.O.S.T. certificate shall receive an incentive of two and one-half percent (2.5%) in wages above the base salary. Any officer receiving an Advanced P.O.S.T. certificate shall receive an incentive of five percent (5%) in wages above the base salary. The maximum P.O.S.T. incentive is 5.0%.

Section 3: Per Diem Expense

The Town shall provide suitable lodging or reimburse expenses incurred pursuant to current reimbursement rates for employees assigned to mutual aid, riot or civil demonstrations, or training where employees are required to remain overnight. The Town shall provide meals or reimburse for meals pursuant to current reimbursement rates for employees assigned to mutual aid and/or training.

Section 4: Insurance Coverage

- A. Effective January 1, 2009, , the Town-paid medical premium cap is to increase to an amount which reflects 85% of the then-prevailing Blue Shield HMO rate for 3+ party, 2 party and 1 party plans. Employees selecting a health plan whose premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 85% of the Dental and Vision plan costs. Effective January 1, 2008, the Town-paid medical premium cap is to increase to an amount which reflects 90% of the then-prevailing Blue Shield HMO rate for 3+ party, 2 party and 1 party plans. An employee whose health plan premium exceeds the above stated amounts will be required to pay the difference. In addition, the Town will pay for 90% of the Dental and Vision plan costs.

Effective January 1, 2009, an employee who elects no medical coverage through the Town shall receive 50% of the monthly Blue Shield Premium rate (employee only, employee + one, or employee + 2 or more) for which the employee is eligible during the open enrollment period. The minimum payment shall be \$300 per month. This payment shall be made quarterly.

- B. The Town shall establish a flexible spending plan under Internal Revenue Code section 125, which shall include dependent care provisions under Internal Revenue Code section 129. Employees may participate in the flexible spending plan according to its terms as may be in effect from time to time, and those employees who are participating shall be responsible for their monthly participation fee.
- C. During the second year of the agreement, the parties agree that upon request, they will meet to explore alternate medical plans. During this same time period, the parties will explore the creation of a Retirement Medical Health Savings Plan.
- D. Each employee who has retired from the employment of the Town while in a job classification covered by this MOU shall receive a Town contribution of Sixteen Dollars (\$16.00) per month for health insurance under PERS health plan.

Employees having retired or retiring from the employment of the Town while in a job classification covered by this MOU with twenty (20) or more years of employment service with the Town shall receive \$200.00 per month for health coverage so long as such retired employee maintains PERS health insurance. Such \$200.00 per month payment shall be the total payment for such retired employees except that for each additional full year of employment service with the Town beyond twenty (20) years of employment, the retired employee shall receive an additional \$10.00 per month for each such full year of employment.

For employees retiring on or after December 1, 2005, with 20 or more years of service, the additional monthly amount will be \$20.00, instead of \$10.00 as indicated in the paragraph above.

Employees having retired or retiring on disability from the employment of the Town while in a job classification covered by this MOU, and said disability arising from employment with the Town, shall receive \$200.00 per month for health coverage so long as such retired employee maintains PERS health insurance and for such period of time as the individual is totally disabled from employment as determined by the City Manager with recourse to the grievance procedure. Such \$200.00 per month payment shall be the total payment for such retired employee.

Notwithstanding the foregoing or type of retirement, the total monthly payment from the Town shall not exceed the actual cost of PERS health insurance obtained by the retired employee. As a condition of the foregoing, retired employees shall provide the Town with proof of PERS insurance coverage and a continuation thereof in a form satisfactory to the Town at such times as it might request such. The retiree medical benefit provided for by this section may not be resumed when a retired employee discontinues PERS health insurance coverage.

There is no intent to vest any payment or benefit, medical or otherwise, in any employee retired from the employment of the Town or who might retire from the employment of the Town in the future. No level of medical benefit is intended to be guaranteed to any such retired employee.

Section 5: Working In A Higher Classification

Upon specific assignments by the Department Head or his designated representative, an employee may be required to perform duties of a higher classification. Such assignments shall be made only to existing authorized positions, which are not actively occupied due to the temporary absence of the regularly appointed employee. Such assignments shall not be made to vacant positions except in accordance with the rules pertaining to temporary or provisional appointments.

Employees specifically assigned to duties of a higher classification shall be compensated at the rate five (5) percent for each full work day (8/10/12 hours) that they are assigned to act in a higher paid classification. Employees may be returned to their original assignment at any time at the discretion of the Chief of Police, and such return shall not be considered punitive action nor subject to any appeal.

Section 6: Life Insurance

The Town shall provide a life insurance plan in the amount of \$50,000 for Police-Civilian classifications and \$50,000 for Police-Sworn classifications with the premium for said insurance to be paid solely by the Town if allowable by the Provider of said insurance plan currently in effect with the Town. Employees may purchase supplemental insurance up to \$100,000 at their own cost using the Town's Provider in accordance with conditions established by the Provider. Such additional premiums may be paid through payroll deduction. The Town does not guarantee that the Provider will offer such supplemental insurance program.

Section 7: Uniform Allowance

Payment of uniform allowance shall be \$675.00 for Police-Sworn classifications and \$475.00 for Police-Civilian classifications.. The amount advanced is subject to all withholding taxes. Effective April 2009, The Town will pay the Uniform Allowance in one payment. The allowance will be prorated for those employees who leave prior to the completion of the full year.

Employees are required to purchase and maintain uniforms in accordance with Departmental Rules and Regulations. The Town shall repair or replace uniforms damaged in the line of duty. The determination by the Town as to whether an item shall be repaired or replaced shall be based on what makes the uniform most presentable, not what is least expensive.

Each full-time new employee hired after June 15, 2000 will be given uniforms consistent with the uniforms needed for the applicable position. New Police Officers will be given the following uniforms and equipment:

- 4 Uniform Shirts (Short or long sleeved – at least one long)
- 3 Uniform Pants
- 1 Uniform Jacket
- 10 Atherton Police Department shoulder patches
- 1 Nameplate
- 1 Black basketweave belt
- 1 Uniform tie and tiebar
- 1 pair shoes or boots
- 1 Uniform hat
- All leather gear except firearm holster and chemical agent holder
 - Sam Browne
 - Belt keepers
 - Handcuffs and case
 - Baton ring
 - Magazine pouch

New Dispatchers will be given the following uniforms and equipment:

- 4 Uniform shirts (Short or long sleeved – at least one long)
- 3 Uniform pants
- 1 Uniform tie and tie clip
- 1 Uniform jacket or sweater
- 10 Atherton Police Department shoulder patches
- 1 Nameplate
- 1 Blackweave belt

New, full-time employees hired after June 1, 2000 will not be eligible for clothing allowance until the beginning of the first quarter after they have been with the Department for one year.

Section 8: Compensation Insurance

Each employee shall continue to be covered under a Workers' Compensation Program as required by State law.

Section 9: Retirement

- A. Effective on adoption of the agreement, but to be used in the 2008 salary survey, the Town agrees to increase the Town's payment of the employee's share of PERS required employee contribution to 7.0%. Sworn employees will pay the 2% of the employer's contribution required by PERS.
- B. The Town shall provide the PERS 1959 Survivor Benefits at a rate of \$3.50 per month per employee. Employee cost of \$2.00 per month shall be paid through employee payroll deduction.
- C. Sworn police officers shall be entitled to have their retirement benefits calculated on the basis of their single highest salary year.
- D. Nonsworn employees covered by this agreement will continue to be covered by the Public Employee Retirement System (PERS), 2% at 55. The Town agrees to provide the non-sworn employees in this bargaining unit, who are in the PERS 2% @55 formula with any modified retirement benefit granted to the bargaining unit represented by Teamster Local 856. The Town will meet with the APOA prior to implementing the modified retirement formula terms and conditions. The APOA membership will have the right to accept or reject the terms of the modified retirement formula..
- E. The Town will provide for unused sick leave to be credited toward PERS service time at retirement.

Section 10: Deferred Compensation Plan

The Town shall provide non-sworn employees covered by this MOU with a contribution of 2% of their base salary to the ICMA Retirement Corporation's Deferred Compensation Program effective with the first payroll after July 1, 2000. This contribution is contingent upon a matching contribution by the employee.

Section 11: Physical Agility Testing Requirement

All sworn police officer applicants and promotional applicants must successfully pass a physical agility test as required by the Chief of Police. Physical agility testing for all existing employees, other than promotional applicants will be voluntary.

Section 12: Sick Leave

Sick leave shall be accumulated at a rate of 3.69 hours per biweekly pay period. There shall be no maximum on sick leave accumulations.

Employees using less than 32 hours sick leave per calendar year are eligible to participate in a sick leave incentive program in which sick leave may be converted to vacation time during the following calendar year. Employees with less than five (5) years continuous service cannot participate in the program. Employees with more than five (5) years but less than ten (10) years continuous service may receive one (1) hour vacation time for each eight (8) hours sick leave not used during the previous year. Employees with more than ten (10) years continuous service may receive two (2) hours vacation time for each eight

(8) hours of sick leave not used during the previous calendar year. All vacation time credit will be rounded to the nearest whole hour.

Section 13: Probationary Period

Employees shall serve an eighteen (18) month probationary period upon hire and a one (1) year probationary period after promotion to a higher job classification.

Section 14: Holidays

A) The Town's designated holidays are as follows:

January 1

Third Monday of January (MLK Day)

February 12

Third Monday of February

Last Monday of May

July 4

First Monday of September

Second Monday of October

November 11

Thanksgiving Day

December 25

B) All employees shall receive eight (8) hours of credit to their holiday balance during the first pay period of the year in recognition of a personal holiday. This time off may be taken as determined by the employee subject to approval of the Chief of Police or his/her designee.

C) Employees who are not scheduled to work on the holiday or who do not work for a full shift which commences on a holiday defined in Section A, shall receive eight (8) hours of credit to their holiday balance.

D) Employees who work a full shift which commences on one of the holidays defined in Section A shall choose one of the following two compensation alternatives:

(1) They shall receive their wage at the normal hourly rate and also receive a holiday hour credit equal to the number hours worked in the shift.

(2) They shall receive their wage at the overtime hourly rate in lieu of any credits to their holiday balance.

E) Employees who are not scheduled to work, but are called into work for temporary purposes for any portion of one of the holidays scheduled in Section A shall receive holiday credits in accordance with Section C.

Section 15: Vacation

Vacation shall be accrued, per biweekly pay period, for regular full-time employees at the following rates:

- Less than three years of service – 10 working days per year
- Three years of service to eight years of service – 15 working days per year
- Eight years of service and above – 20 working days per year

Employees shall be allowed to have the Town buy back accrued vacation, with the approval of the City Manager, under the following:

- Accumulation at 15 days per year – 5 days of buy back by the Town per year
- Accumulation at 20 days per year – 10 days of buy back by the Town per year

An employee desiring to implement this option must submit his/her request at the time of vacation sign-up for the upcoming year. To be eligible to sell back vacation time, an employee must have a minimum balance in excess of one half of his/her annual vacation accrual, after any buy back.

Section 16: Off-Duty Court Time Reimbursement

Court time shall be paid at time and one-half (1.5) with a three (3) hour minimum. Court time continuing for more than four (4) hours may be paid at time and one-half (1.5) or by compensatory time off at a rate of time and one-half (1.5) at the option of the employee.

Two (2) hours of court time shall also be paid at straight time when employees receive less than twelve (12) hours cancellation of said mandated court appearance by the Town or, District Attorney, or Municipal/Superior Court systems.

Section 17: Bereavement Leave

All employees covered by this MOU shall be allowed paid leave for not more than three (3) working days when absent because a death has occurred in the immediate family. For the purpose of Bereavement Leave, members of the immediate family include mother, stepmother, father, stepfather, mother-in-law, father-in-law, child, grandmother, grandfather, grandchild of the employee, spouse, brother, stepbrother, sister, stepsister, cohabitant, or dependent of the employee. Bereavement Leave, due to the death of someone who is not a member of the employee's immediate family, is limited to one day per request. Bereavement Leave cannot be accumulated and is not part of the sick leave benefit.

In order to receive Bereavement Leave, an employee must make a written or verbal request to the appropriate Department Head identifying the relationship of the deceased individual to the employee. The Department Head will forward his/her recommendation regarding the leave to the City Manager for a final decision as soon as practical.

Section 18: Overtime Pay

- Over time shall be paid to an employee at the rate of 1.5 times the employee's hourly rate of pay or at the option of the employee; the employee shall receive Compensatory time at the rate of 1.5 times the employee's hourly rate of pay.
- The calculation of overtime shall include all hours in paid status.

- Employees shall be eligible for overtime based on the following:
 - Sworn employees, who are on a 12 hour work schedule, shall be eligible for overtime or compensatory time for all hours paid in excess of 84 hours in a 14 day work period.
 - Sworn employees, who are on a 10 or 8 hour work schedule, shall be eligible for overtime or compensatory time for all hours paid in excess of 80 hours in a 14 day work period.
 - Non-sworn employees shall be eligible for overtime or compensatory time for all hours for all hours paid in excess of 40 hours in a 7 day work period.
- The Town can provide written notice to the Union to solely reopen Section 18 Overtime Pay of the MOU between the parties. If the Union requests, the Town and the Union shall meet and confer regarding the impacts of the Towns proposed changes to Section 18 Overtime Pay of the MOU. In order to reopen Section 18 Overtime Pay of the MOU, the Town must determine that there is a lack of funds or there has been a pattern of abuse of overtime.
- The Town has exercise the Fair Labor Standards Act (FLSA) Section 207 (k) for its law enforcement personnel. The exemption is set forth in Section 553.230 of the Code of Federal Regulations.

Section 19: Long Term Disability

The Town will continue existing coverage under its disability insurance policy for covered employees. In the event of disability, either service related or not service related, employee compensation from the disability insurance or the Town shall not exceed one hundred percent (100%) of the actual salary to be paid to the employee at the time of the disability. Any funds more than one hundred percent (100%) shall be reimbursed to the Town.

Section 20: Paychecks

Paychecks shall be issued to employees biweekly. Employees may file with the Town appropriate written instruction for the mailing of their paychecks, or for the direct deposit of their paychecks, if available.

Section 21: Compensatory Time

As used in this MOU, the term "compensatory time" means time accrued at time and one-half (1.5) in lieu of pay for time spent over and above normal duty time and may be taken at the convenience of the duty schedule. A maximum of eighty four (84) hours of compensatory time may be used during the year. An employee's compensatory time blank shall not exceed 84 hours, all overtime earned after that will be paid at the appropriate overtime rate.

Section 22: Employee Assistance Program

The Town shall establish a program for psychological counseling to employees and their dependents, with total Town expenditures not to exceed \$3,000 for payment of professional psychological counseling fees. Employee family groups are entitled to attend up to six (6) sessions with the Town sponsored counselors during the term of this agreement when he/she/they determine(s) that psychological counseling is needed

to ensure continued good mental health. In addition, the Town shall provide a stress awareness seminar for all employees under the Employees Assistance Program during this contract period.

Section 23: Bilingual Pay

Any employee capable of speaking Spanish or any language designated by the Town at a fluency level satisfactory to the Town shall receive \$200.00 per month as a full-time agent in addition to any other compensation to which the employee is otherwise entitled.

Section 24: Educational Reimbursement

Employees who successfully complete courses, approved by the Chief of Police, in law enforcement or a degree program may receive up to \$1,000.00 reimbursement each year.

Section 25: Drug/Alcohol Screening/Testing

A policy on Alcohol and Drug Abuse as outlined in Memorandum #44 of the Rules and Regulations of the Atherton Police Department shall be utilized for both pre-employment applicants and employees covered within this contract.

Section 26: PERS/Social Security Contingency

If at any time during the life of this Agreement, the Town becomes required by law to make all new employees part of the Social Security System, then all new employees so required will become members of the PERS/Social Security Retirement System.

Section 27: Physical Fitness Program

The Physical Fitness Program shall be implemented and maintained in accordance with the Department's Wellness Policy. The Department's Wellness Policy shall comply with all appropriate State and Federal statutes.

Section 28: Hepatitis B Vaccinations

Hepatitis B vaccinations will be provided to all bargaining unit employees in accordance with applicable law.

Section 29: Alternative Scheduling

Police-Sworn Uniformed Personnel Assigned to Patrol: Sworn uniformed personnel assigned to patrol will be assigned a "12 Plan" work schedule based upon twelve (12) hour workdays and a twenty-eight (28) day work cycle with a "four-on three-off, three-on four-off" format within each two week period pursuant to the Department's shift rotation policy.

No officer working a twelve (12) hour shift shall be permitted to work more than sixteen (16) consecutive hours. The only exception to this condition may be extenuating circumstances due to disasters or other emergencies, which require prolonged working hours for personnel.

All time worked during the regularly scheduled shift will be paid at the employee's regular hourly rate. Time worked in excess of the regularly scheduled shift will be paid at time and one half of the employee's hourly salary. Briefing time will be included as part of the twelve (12) hour shift.

Each officer must have a minimum of eight (8) hours "off-time" between regularly scheduled shifts. The only exception to this condition may be extenuating circumstances due to disaster or other emergencies, which require prolonged working hours for personnel. Court appearances and the like are not part of the regularly scheduled shift.

Issues such as late calls and reports, dispatcher relief, watch coverage, comp-time off, shift exchanges, meal relief and breaks shall be handled at the direction and discretion of the team Sergeant.

This schedule consists of 171 work hours in accordance with 207(k) during each twenty-eight (28) day cycle.

Police-Civilian Dispatchers: Police-civilian dispatchers will be assigned a "12 Plan" work schedule based upon twelve (12) hour workdays and a twenty-eight (28) day work cycle with a "four-on three-off, three-on four-off" format within each two week period pursuant to the Department's shift rotation policy.

No dispatcher working a twelve (12) hour shift shall be permitted to work more than sixteen (16) consecutive hours. The only exception to this condition may be extenuating circumstances due to disasters or other emergencies, which require prolonged working hours for personnel.

The first twelve (12) hours worked during the regularly scheduled shift will be paid at the employee's regular hourly rate, and time worked in excess of twelve (12) hours during the regularly scheduled shift or in excess forty (40) hours in the assigned work week shall be compensated as provided in Article IV, Section 18. Each employee will have an individually assigned regular workweek. Briefing time will be included as part of the twelve (12) hour shift.

Each dispatcher must have a minimum of eight (8) hours "off-time" between regularly scheduled shifts. The only exception to this condition may be extenuating circumstances due to disaster or other emergencies, which require prolonged working hours for personnel.

If dispatch is returned to an eight (8) hour shift schedule during the term of this MOU, the parties shall meet to agree upon a revision of the Police Dispatcher salary ranges to maintain employees' gross income under existing twelve (12) hour shift scheduling.

Issues such as late calls and reports, dispatcher relief, watch coverage, comp-time off, shift exchanges, meal relief and breaks shall be handled at the direction and discretion of the team Sergeant.

Schedule Implementation: Shift changes will occur on the first day of the first pay period of January, May, and September.

Holidays earned, vacation days earned, and sick days earned are based upon eight (8) hour days.

Shift scheduling may be altered or changed by the Chief of Police should working conditions, staffing, workload, and/or an emergency so require. Should the Chief desire to effect such a change, the Chief

shall give advance written notice to the APOA of the proposed change(s), the reason(s) therefor, the proposed revised schedule(s), and shall provide a reasonable opportunity to discuss such change(s) prior to implementation, provided however that the foregoing provisions do not apply to normal shift rotations.

Should the Town reinstate specialty units, the Town and representatives of the Police Officers' Association will meet and confer regarding differential pay for these assignments.

Section 30: Field Training/ Communications Training Officer Pay

An employee, when qualified as a Field Training Officer or a Communications Training Officer, and when assigned by the Police Chief or his designated representative as a Field Training Officer or a Communications Training Officer, shall receive FTO/CTO pay in addition to regular pay in an amount equal to 5% of the employee's base salary for each full shift the employee is so assigned to provide training.

Section 31: Assignment Pay

- A. An employee when qualified and assigned by the Chief or his/her designated representative to act in the capacity of School Resource Officer, REACT Officer or Motorcycle Officer or any assignment designate by Chief of Police and approved by the City Manager shall receive assignment pay in addition to regular pay in an amount equal to 5% of the employee's base salary for each full shift the employee is so assigned. In the event that grant funding for any of these special assignments is reduced or discontinued, at its discretion, the Town may eliminate such assignment and the corresponding assignment pay.
- B. Employees in sworn police classifications assigned to work as detectives shall receive a 5% increase in their normal step rate for such assignment. Officers are assigned as detectives at the discretion of the Chief of Police. Employees may be returned to their original assignments at any time at the discretion of the Chief of Police and such return shall not be considered "punitive action" nor subject to any appeal.
- C. Employees in sworn police classifications assigned to work as K-9 officers shall receive a 5% increase in their normal step rate for such assignment. Officers are assigned as K-9 officers at the discretion of the Chief of Police. Employees may be returned to their original assignments at any time at the discretion of the Chief of Police and such return shall not be considered "punitive action" nor subject to any appeal. Employees in sworn police classifications assigned to work as K-9 officers shall be compensated for off-duty K-9 care as follows: The Town and the Association agree that the amount of off-duty compensable working time attributable to all ordinary aspects of canine care (including without limitation, handling, caring, feeding, exercising, grooming, kennel cleaning, cleaning of Town vehicles, and ordinary transport to a veterinarian) by employees assigned to K-9 duty is seven (7) hours per week. Both the Town and the K-9 officers agree that this 5% differential is fair compensation for the duties of caring for the dog outside of work hours. This agreement is made pursuant Fair Labor Standards Act regulation 29 CFR § 785.23. If and when an employee assigned to K-9 duty performs any extraordinary work involving the animal, the employee shall report such work immediately to the Chief of

Police in writing and in no event less than 24 hours after completing such work. "Extraordinary work" includes, but is not limited to, unanticipated trips for emergency veterinarian care and any work which causes a substantial increase in work time beyond the agreed-upon hours necessary for routine care as identified above.

Section 32: Jury Duty

An employee required to report for jury duty shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the employee remits to the Town all fees received for such duties, other than mileage or subsistence allowances, as soon as the employee receives such fees. The employee must report to work for any portion of the work day that the employee is not required to be absent due to jury duty, unless prior arrangement have been made with the Chief of Police.

**ARTICLE V
NON-DISCRIMINATION**

The parties agree that they, and each of them, shall not discriminate against any employee or organization member because of race, color, creed, sex, national origin, political affiliation, any other unlawful basis or because of membership in the Association or any activities on behalf of the Association.

**ARTICLE VI
GRIEVANCE PROCEDURE**

Section 1: Periodic Conferences

The City Manager and/or Chief of Police shall periodically meet with the President of the Association and other representatives of the Association the President may desire for the purpose of informal discussions pertaining to topics of interest to either the Town or Association.

Section 2. Grievance Steps

Any dispute between the Town and an employee or between the Town and the Association, regarding the interpretation or application of this MOU shall be considered a grievance. An employee may file a grievance on his/her own behalf, or by the President of the Association, or his/her designated representative.

Step 1. An employee must present the grievance in writing, either directly or through his/her Association representative, to the immediate supervisor within the ten (10) days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation is necessary to obtain facts pertaining to the grievance. Within five (5) days after receiving the grievance, the immediate supervisor shall give the employee a reply.

Step 2. If the employee desires to appeal the grievance to Step 2, the appeal shall be in writing and presented to the Chief or the designated representative of the Chief within five (5) days following

the receipt of the immediate supervisor's reply. The Chief may refer the grievance to the appropriate supervisor.

The written appeal shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the appeal, the remedy requested, and the sections of the Agreement claimed to have been violated. The grievance shall be signed and dated by the employee. The Chief, or appropriate supervisor to whom the grievance has been referred, may arrange a meeting between himself, the employee, the appropriate Association representative and the immediate supervisor, in an attempt to resolve the grievance. In any event, the Chief, or his designated representative, shall give a written decision to the employee within ten (10) days following the receipt of the written appeal to Step 2.

Step 3. If the employee desires to appeal the grievance to Step 3, the employee shall present a written appeal to the City Manager within five (5) days following receipt of the written decision of Step 2.

Within fourteen (14) days after the receipt of the appeal to Step 3, the City Manager shall hold a meeting with the employee, the appropriate Association representative, the Chief, or the appropriate supervisor to discuss the matter. A written decision shall be given to the employee or the appropriate Association representative within ten (10) days following the meeting.

Step 4. If the grievance has been properly processed through the previous steps of the procedure and is not resolved, the employee or the appropriate Association representative may present the grievance to a Fact-Finding Panel as described below. The employee or the appropriate Association representative shall notify the City Manager, in writing, within ten (10) days following the receipt of the written answer at Step 3.

The Fact-Finding Panel shall consist of three members: one member appointed by the City Manager, one member appointed by the Atherton Police Officers' Association, and the third member shall be selected and mutually agreed upon by the other two appointed members of the Fact-Finding Panel.

The Fact-Finding Panel shall hold a hearing on the issue or issues submitted, or as determined by the Fact-Finding Panel if the parties have not mutually agreed upon the issue or issues. The hearing should occur within thirty (30) days, but not more than forty-five (45) days after the selection date of the third member. Each party will prepare a statement of the issue or issues, as well as a position statement thereon, and submit such to the Fact-Finding Panel and other party at least five (5) days prior to the hearing before the Panel.

The hearing of the Fact-Finding Panel shall be informal. Hearsay evidence is admissible, but hearsay alone will not support an allegation. Witnesses shall be sworn and testimony given under oath. A complete record stenographic of the proceedings will be made.

The Panel should render its decision within seven (7) days, but not more than fourteen (14) days after the conclusion of the hearing. The Panel decision shall be sent to the City Manager and the employee or appropriate representative of the Association.

Each party shall bear its own respective attorney fees and costs. The fees of the third member of the Panel, as well as the cost of the stenographic record of the hearing, shall be equally divided between and paid by the Town and Association.

Step 5. The City Manager shall present the opinion of the Fact-Finding Panel for a decision to the City Council at its next regular session. The City Council shall render in closed session a final decision by adopting, rejecting or modifying the decision of the Fact-Finding Panel.

Section 3: General Provisions

Although grievances may be processed during normally scheduled working hours, the Association agrees that the time spent by its designated Association representative shall be kept to a reasonable minimum and that no Association representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours. The Association also agrees that it will not process grievances during periods of overtime.

Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered within the time limits set forth herein, either the employee or the appropriate Association representative may appeal the grievance to the next higher step within the time limits provided.

All time limits herein refer to calendar days. Any of the time limits specified in Steps 1-5 may be extended by written mutual agreement of the parties.

Copies of the resolution of all grievances, including the grievance, shall be sent to the President of the Association.

It is understood and agreed that whenever a provision in this Article refers to an employee filing a grievance, the Association may file such grievance, either on the employee's behalf or on behalf of the Association. In such an event, the processing of the grievance shall comply with all other provisions of the grievance procedure Article.

ARTICLE VII DISCIPLINE

Employees other than probationary employees, as defined in Article IV, Section 14 herein, shall only be disciplined in accordance with the procedures set forth in Sections 3 and 4 of the Atherton Police Manual and the Public Safety Officers Procedural Bill of Rights Government Code Sections 3300 et seq.

The parties agree that the probationary period is part of the selection process, and that satisfactory performance and demonstration of possession of the necessary job dimensions during the probationary period is an integral part of that process.

ARTICLE VIII LEAVES OF ABSENCE

The Chief of Police, or his designated representative, may grant an employee a leave of absence without pay or benefits, for good and sufficient reason. Such leaves may be extended by written request of the employee, subject to approval of the Chief of Police or his designated representative. Written request for an extension of leave of absence should be submitted prior to the expiration of the leave.

Any leave granted pursuant to the provisions contained herein may be canceled by the Chief of Police by notice in writing, mailed to the employee at the employee's address on file in the records of the Police Department, or such other address as the employee may designate. Such notice shall be by registered mail, return receipt requested, and shall be mailed not later than thirty (30) days prior to the effective date of cancellation of the leave.

Each employee who is granted a leave pursuant to the provisions of this Article may, upon return from leave, elect one of the following options:

Accept a vacant position in the classification held at the time the leave commenced; or

Accept a vacant position in the lower classification for which he is qualified. In such an event, the employee shall have upgrade rights to the classification from which he elects reduction; or

1. Replace the least senior employee in the classification held at the time the leave commenced; or

2. Request an extension of leave of absence, as provided in "A" above, without pay or benefits for a period not to exceed six (6) months.

Employees who have been separated from service with the Town for failure to return from leave or failure to report, and whose failure is determined by the Chief of Police or his representative to be the result of extenuating circumstances beyond their control, shall be reinstated.

ARTICLE IX AUTHORIZED REPRESENTATIVES

For the purpose of administering the terms and conditions of the various Ordinances, Resolutions, Rules and Regulations adopted pursuant to this Agreement:

Management's principal authorized agent shall be the City Manager, or his/her duly authorized representative except where a particular management representative is otherwise designated.

The Employee Organization's principal authorized agent shall be the President of the Atherton Police Officers' Association, or his/her duly authorized representative.

ARTICLE X

WEAPONS

Town will provide a weapon to each officer and reserve officer, with said weapon meeting the criteria established under the Rules and Regulation Manual of the Atherton Police Department. If any weapon used by an officer is damaged "in the line of duty," it shall be the responsibility of the Town to repair or replace such weapon. Prior to the issuance of any new or damaged weapon, the Town shall have the weapon serviced, checked and turned by a competent gunsmith.

ARTICLE XI

LAYOFF AND RECALL

Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. In the event of layoffs, the Town shall provide laid off employees a written explanation of reasonable purpose for said layoff. If it is determined that layoffs are necessary, employees shall be laid off in the following order:

Temporary employees, seasonal employees, provisional employees of less than one year. Reserve Officers are not included in this description.

Part-time employees, who are defined as employees hired to work less than twenty (20) hours per week. Reserve Officers are not included in this description.

Probationary employees; and

Permanent full-time employees. When layoffs are determined, the order of layoffs shall be by seniority within classification. When seniority by classification is identical for two employees, seniority within the department shall determine senior employee. Those with the least time in classification/department shall be laid off first. An employee in a higher classification may take a position in a lower classification, i.e., Sergeant to Patrolman. Time in the higher classification shall count toward seniority in the lower classification.

Dispatchers are considered to be a separate classification not lower than Patrolman.

Employees who are laid off shall be placed on a recall list for a period of one year. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

If an employee is recalled to a position in a lower paid job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available, providing he/she continues to meet all qualifications for that position. If an employee is recalled

to a lower rated job classification, the employee shall have the right to refuse recall and remain on the recall list. The Town shall not hire new employees in covered positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall. Such notice shall be sent to the employee by certified mail with a copy to the Association, to the address listed on the recall list. Employee must notify the Town in writing of his intention to return to work within three (3) working days after receipt of notice of recall. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt, to the mailing address provided by the employee, it being the sole obligation and responsibility of the employee to provide the City Manager with his latest mailing address.

Each employee who receives notice of layoff will be required to take a medical examination provided by the Town before he can be included on a recall eligibility list. This exam will determine ability to perform those tasks described within the police manual.

If recall occurs after a three-month (3) period, an additional medical examination will be required following the procedures set forth in Article XII or this MOU.

Length of service as pertaining to this section shall be determined by computing total continuous service starting from the first day of service in classifications covered by the MOU.

ARTICLE XII MEDICAL PHYSICAL EXAMINATION OF EMPLOYEES

Section 1: Examinations

The Town of Atherton will require a physical examination of each officer upon his entry into the Police Department. In addition, an officer may be required to undergo physical examination(s) during their employment with the Town, as requested by the Chief of Police. The following procedures shall be followed with respect to all officer medical examinations:

Standards of each examination shall be the same for all officers.

The physical examination may be conducted by an employee's private physician at the employee's expense or a physical examination conducted by the departmental physical at the Town's expense.

The physician conducting the examination shall furnish to the Town of Atherton a fitness for duty report, including any functional limitations of the officer. No medical information beyond the physician's fitness for duty report, including any functional limitations, shall be provided to the Town unless the officer has executed a written authorization which conforms to the requirements of the California Confidentiality of Medical Records Act.

Section 2: Failure of Examination

Any officer who fails to pass a physical exam may, at his/her option, have a review of his/her case in the following manner:

He/she may employ a qualified medical examiner of his/her own choosing and at his/her own expense for the purpose of producing a physical examination for the same purpose as the physical examination made by the medical examiner employed by the Town. The qualified medical examiner shall provide the Town with a completed P.O.S.T. Form 3253 (Medical Examination Report).

The medical examiner chosen by the officer shall furnish to the Town a fitness for duty report, including any functional limitations of the officer. No medical information shall be provided to the Town unless the officer has executed a written authorization, which conforms to the requirements of the California Confidentiality of Medical Records Act. In the event that such findings verify the findings of the medical examiner employed by the Town, no further review of the case shall be afforded.

In the event that the findings of the medical examiner chosen by the officer shall disagree with the finding of the medical examiner employed by the Town, the Town will, at the request of the officer, ask that the two medical examiners agree upon and appoint a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further physical examination of the officer.

The disinterested medical examiner shall then make a further medical examination of the officer in question and the case shall be settled on the bases of his findings.

The expense of employing the disinterested medical examiner shall be borne by the Town in the event that the findings of the disinterested medical examiner verify the findings of the medical examiner employed by the officer, and shall be borne by the officer in the event that the findings of the disinterested medical examiner verify the finding of the medical examiner of the Town. Copies of the disinterested medical examiner's report shall be furnished to the Town and to the officer.

In the event that medical examiner employed by the officer or the disinterested medical examiner verifies the findings of the medical examiner employed by the Town, the officer shall be immediately placed on a forced leave of absence. Such leave of absence may be subject to the Labor Code Section 4850, or other applicable state or federal law. However, should an officer be released from his/her duties for any medical or medical-related reason without pay, the Town agrees that during the leave of absence, health and dental benefits paid by the Town will continue. The officer has the right to first use up his accumulated sick leave and vacation, if any. Within one (1) year from the date he/she is placed on the forced leave of absence, and whether or not he uses any of his accumulated sick leave and vacation, if any, the officer can be reinstated if he/she passes a subsequent physical examination given by a medical examiner appointed by the Town. Any expense in connection with this reinstatement physical examination shall be borne by the officer.

Medical examinations shall be scheduled with the interest of the employee in mind. The employee's hours of sleep and days off will be considered in this scheduling. Where the employee, due to his/her shift, must take his/her physical examination of his/her own time, he/she will be compensated in accordance with overtime rules as stated in Article 4, Section 18.

Section 3: **Authorization Form**

Medical information beyond a physician's fitness for duty report, including any functional limitations, shall be provided to the Town only if the officer has executed a written authorization in the following form which conforms to the requirements of the California Confidentiality of Medical Records Act:

AUTHORIZATION BY EMPLOYEE FOR RELEASE OF MEDICAL INFORMATION

I acknowledge that the Town of Atherton is concerned about my ability to perform my duties and fulfill my responsibilities as a Police Officer. I further acknowledge that I have been requested by the Town to submit to a fitness for duty physical examination to be administered by _____, a medical doctor chosen by either the Town or myself to conduct the departmental physical at the Town's expense.

I hereby authorize _____ to disclose all pertinent medical information and all laboratory results to the Town for review. The release by the physician of the information and results, and the utilization of the information and results by the Town, shall be for the limited purpose of providing the Town an opportunity to evaluate my suitability for continuing with the Police Department. The physician is only authorized to release the information and results for a period of up to and including 120 days from the date indicated below.

This information shall include, but is not limited to, my medical information and reports; laboratory, scientific and other reports and/or causal factors for my condition; diagnoses and prognosis.

I acknowledge that executing this authorization is voluntary and that I have the right to receive a copy of this authorization if I request one.

DATE

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE'S PRINTED NAME

DATE

SUPERVISOR'S SIGNATURE

DATE

SUPERVISOR'S PRINTED NAME

DATE

WITNESS' SIGNATURE

DATE

WITNESS' PRINTED NAME

**ARTICLE XIII
USE OF THE TOWN FACILITIES**

The Organization shall have the right to free access and reasonable use of Town facilities with the prior consent of the City Manager. The City Manager shall give his consent of the reasonable use of Town facilities such as does not interfere with the regular business of the Town.

ARTICLE XIV SAFETY EQUIPMENT

The Town shall provide the following Safety Equipment:

1. Riot Baton with rubber grommet.
2. Helmet with tilt-up face shield.
3. Chemical Mace and holder.
4. Duty Baton with rubber grommet.
5. Holsters for Town-owned Pistols.
6. Rain coats and pants; hat covers.
7. Flashlight

Town shall repair or replace uniforms and equipment items damaged in the line of duty. The determination by the Town as to whether an item shall be repaired or replaced shall be based on what makes the uniform most presentable, not what is least expensive.

The Town is responsible for maintaining, repairing or replacing the following safety items: 1, 2, 3, 4, 5, 6, and 7; however, if the damage to one of these items is the direct result of negligent conduct by an employee, the employee shall be responsible for and pay for the undepreciated value of the item. For the purposes of this section, value shall be determined under cost accounting principles using sum-of-the-year's digits depreciation, and the items shall have no salvage value. Depreciation life shall be determined by the Internal Revenue Service Standards. Whenever an employee is provided with a previously used, rather than a new piece of equipment, it shall be considered as already completely depreciated.

ARTICLE XV AMERICANS WITH DISABILITIES ACT

The Association and Town agree that the provisions of this Agreement shall be interpreted and applied by both parties in a manner consistent with the Americans With Disabilities Act.

ARTICLE XVI LABOR/MANAGEMENT COMMITTEE

The Town and the APOA agree to create a Labor/Management Committee. The Labor/Management Committee shall discuss the following topics:

- Catastrophic Leave Program
 - Catastrophic Leave Program shall be the first item to be discussed by the Labor/Management Committee.
 - It is expected that the Labor/Management Committee shall complete its discussions regarding the Catastrophic Leave Program within 120 days after the adoption of the MOU *and provide a written proposal to the City Manager/Town Council for their review and action.*
 - Retiree Medical Health Savings Account
 - Wellness Policy - *Modifications*
 - Or other mutually agreed upon issues
- The Committee shall be comprised of up to two individuals representing the Town and up to two individuals representing the APOA.
 - Meetings may be requested by either party and they shall be scheduled by mutual agreement between the Department and the APOA.
 - The committee shall not discuss issues related to disciplinary actions.
 - The committee shall begin to meet no later than 90 days after the adoption of the MOU.

**ARTICLE XVII
SEPARABILITY**

Notwithstanding any other provision in the Agreement to the contrary, in the event any article, or subsection thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the Town, the parties shall meet and confer on the article or subsections thereof affected. In such an event, all other provisions of this Agreement not affected shall continue in full force and effect.

**ARTICLE XVIII
FULL UNDERSTANDING, MODIFICATION AND WAIVER**

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, Understandings, and Agreements, regarding the matters set forth herein, whether formal or informal are hereby superseded and terminated in their entirety.

- B. It is the intent of the parties that Ordinances, Resolutions, Rules and Regulations enacted pursuant to this Agreement be administered and observed in good faith.
- C. During the term of this Agreement, the parties shall meet and confer at the request of either party pertaining to matters not covered herein and within the scope of representation of the APOA.
- D. To the extent that any of the provisions of the MOU will have any retroactive effect upon final ratification of the MOU by the APOA and final adoption of the MOU by the Town Council, such retroactive effect will only apply to those employees covered by the MOU who are actively employed by the Town on the date of the aforementioned final actions of the parties.

This Agreement is subject to approval by the City Council of the Town of Atherton and the appropriate representative of the Atherton Police Officers' Association.

FOR THE TOWN OF ATHERTON

**FOR THE ATHERTON POLICE
OFFICERS' ASSOCIATION**

Mayor

President, Atherton Police
Officers' Association

President, Teamsters' Local 856

Classification Study Side Letter
Between
The Town Atherton
And
The Atherton Police Officers' Association

The Town and the APOA agree to the following:

- The CSO/Dispatcher classification will be created to recognize dispatching functions.
 - There will be no CSO classification study.
 - A title and job specification will be developed for the CSO/Dispatcher classification and will be the same as the current CSO except for the following:
 - Dispatcher will be added to the CSO class title.
 - The CSO will perform dispatching duties as assigned.
 - The current CSO classification will remain as part of the bargaining unit.
 - Effective July 1, 2008, the CSO/Dispatcher classification top step will be placed at 13.5% below the Dispatcher Classification top step to recognize dispatching functions.
 - The CSO shall not be eligible for acting pay.
 - The incumbent in the CSO position shall be laterally transferred to the CSO/Dispatcher position.
 - It is not the intent to fill both the CSO and CSO/Dispatcher position.

- The Town shall conduct a classification study for the Communications Supervisor classification.
 - The 2008 compensation for the Communications Supervisor classification shall be determined by maintaining the differential in effect on June 1, 2008 between the Communication Supervisor and the Dispatcher classifications.
 - The classification study shall be started within 60 days of adoption of the terms of the MOU by the Town Council.
 - The classification study shall be completed within 6 months of adoption of the terms of the MOU by the Town Council.
 - The Town will meet with the APOA upon the completion of the classification study. The Town will review and respond to the APOA inquires.
 - The compensation portion of the classification study shall be implemented with the 2009 general salary increases.

**SIDE LETTER OF AGREEMENT
BETWEEN
THE TOWN OF ATHERTON
AND
THE ATHERTON POLICE OFFICERS' ASSOCIATION**

March 14, 2009

Representatives for the Town of Atherton, here in after "Town" and representatives for the Atherton Police Officers' Association, here in after 'Association' have met in good faith and agreed to modify the Memorandum of Understanding between the Town and the Association, which expires on September 30, 2013, in the following manner:

- Article IV Wages and Benefits, Section 1 Wages:
 - The wage increase for all represented classification, effective October 2009, shall be implemented in accordance with Section 1 Wages.
 - The wage increase for all represented classification, effective October 2010, may be reopened by the Town if the criteria for reopening the MOU stated below are met.
 - The wage increase for all represented classification, effective October 2011, may be reopened by the Town if the criteria for reopening the MOU stated below are met.
 - The wage increase for all represented classification, effective October 2012, may be reopened by the Town if the criteria for reopening the MOU for 2012 are met.
 - Since the last wage increase, property taxes must exceed the aggregate annual minimum increase (1yr-2%, 2yrs-4% and 3yrs-6%) In order for the wage increase in Article IV Wages and Benefits Section 1 Wages to be implemented.
- Reopener Criteria
 - The Town Council must publicly state that the Town is in a financial emergency.
 - The Town must provide the Association with written notice of its intention to reopen the MOU
 - In addition, the Town of Atherton's secured property tax revenues must be less than or equal to 2% above the previous years secured property tax revenues; or
 - The Town is unsuccessful in its attempt to secure a long term funding mechanism through the election process.
- Reopener Agreement
 - If the Town exercises the reopener, the following shall occur:
 - The Town shall notice the Association in writing of its intention to reopen the MOU.
 - The Town representative shall meet and confer with representatives of the Association.

The Side Letter Agreement expires on September 30, 2013.

If this is in accordance with your understanding, please indicate your approval and acceptance below:

For The Town of Atherton

For The Atherton Police Officers' Assoc.

Date: _____

Date: _____



Town of Atherton

COLLEAGUES' MEMO

TO: COUNCIL COLLEAGUES

FROM: VICE MAYOR MCKEITHEN AND COUNCIL MEMBER DOBBIE

DATE: FOR THE MEETING OF JUNE 17, 2009

**SUBJECT: AMEND COUNCIL RULES OF PROCEDURE SECTION 5.2 THAT
ALLOWS TWO COUNCIL MEMBERS TO PLACE AN ITEM ON A
FUTURE CITY COUNCIL AGENDA TO REQUIRE APPROVAL BY THE
COUNCIL PRIOR TO THE PLACEMENT ON THE AGENDA**

At the March 26, 2009 Special City Council meeting Council approved 3-2 to allow any two Council Members the right in between Council meetings to prepare a colleagues' memo to the City Manager who shall place the item on the Agenda within two regular meetings.

City Council revised its Rules of Procedures in February to add the new section titled, Future Agenda Items, which gave the Mayor the ability to ask if any Council Member has any requests for additions to future agendas. Any member with such a request would describe the matter briefly and move it be placed on a future agenda. If the proposal received a second, the Council would vote on adding the matter to a future agenda. By law, discussion is limited to brief requests for any needed clarification and inquiry to the city manager on the availability of time on upcoming agendas. If a majority of the council members present voted in favor, the item would be added to a future agenda.

We propose that only if a majority of Council voted it would be added to the Agenda.

Requested Action:

1. Amend Council Rules of Procedure Section 5.2 that allows two Council Members to place an item on future City Council Agenda to require approval by Council under the Future Agenda Items section prior to placement on the Agenda.