



AMENDED AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL DRAINAGE
DISTRICT
July 20, 2011
6:00 P.M.
Meeting Room
Town Administrative Offices
91 Ashfield Road
Atherton, California
Special Meeting

6:00 P.M. ROLL CALL Lewis, Dobbie, Widmer, McKeithen, Carlson

6:02 P.M. PUBLIC COMMENTS

6:10 P.M. PUBLIC ANNOUNCEMENT OF CLOSED SESSION ITEMS

6:11 P.M. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subsection (a) of Government Code Section 54956.9)**
Veal v Dere CV 10-10-05456

- B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9)**
Pacific Peninsula Group v. Town of Atherton, and Does 1 through 50, San Mateo Superior Court, Case No. CIV 497841

RECONVENE TO OPEN SESSION

Report of action taken.

6:45 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
July 20, 2011
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, Widmer, McKeithen, Carlson
- 7:03 P.M. 3 **PRESENTATIONS**
- 7:20 P.M. 4. **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*
- 7:40 P.M. 5. **REPORT OUT OF CLOSED SESSION**
- July 20, 2011
- 7:45 P.M. 6. **CITY MANAGER'S REPORT**
- 7:50 P.M. 7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Directed by Resolution No. 99-6)
- 7:50 P.M. **CONSENT CALENDAR** (Items 8-26)
- (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 JUNE 15, 2011 REGULAR MEETING**
Recommendation: Approve June 15, 2011 regular meeting minutes

- 9. APPROVAL OF BILLS AND CLAIMS FOR JUNE, 2011 IN THE AMOUNT OF \$1,081,141**
Recommendation: Approve Bills and Claims in the amount of \$1,081,141
- 10. PRELIMINARY FINANCIAL REPORT FOR THE TWELVE MONTHS ENDED JUNE 30, 2011**
Report: Finance Director Louise Ho
Recommendation: Receive the preliminary General Fund Financial Report for the twelve months ended June 30, 2011
- 11. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ADDING CHAPTER 12.16.040 OF THE ATHERTON MUNICIPAL CODE REGARDING REQUIREMENTS FOR THE STORAGE AND REMOVAL OF RECYCLING, COMPOSTING AND GARBAGE CONTAINERS (CARTS)**
Report: Interim City Manager John Danielson
Recommendation: Waive further reading, and adopt Ordinance adding Chapter 12.16.040 of the Atherton Municipal Code regarding requirements for the storage and removal of recycling, composting and garbage containers (carts)
- 12. ACCEPT THE RECOMMENDATION OF THE AUDIT COMMITTEE TO SET UP AN INTERNAL REVENUE SERVICE (IRS) APPROVED SECTION 115 IRRECOVABLE TRUST TO PREFUND RETIREE HEALTH CARE COST AND TO DIRECT THE FINANCE COMMITTEE TO MAKE RECOMMENDATION ON THE TRUST PROVIDER**
Report: Finance Director Louise Ho
Recommendation: Accept the recommendation from the Audit Committee to set up an IRS approved Section 115 irrevocable trust to prefund retiree health care cost and to direct the Finance Committee to make recommendation on the trust provider
- 13. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH KIELTY ARBORIST SERVICES FOR CONSULTING TOWN ARBORIST SERVICES**
Report: Town Planner Neal Martin
Recommendation: Approve the attached Professional Services Agreement with Kielty Arborist Services for Consulting Town Arborist services
- 14. AWARD OF CONTRACT FOR PUBLIC WORKS MAINTENANCE AND MAINTENANCE MANAGEMENT SERVICES**
Report: Interim Public Works Director Mike Kashiwagi
Recommendation: Award the contract for Public Works Maintenance and Maintenance Management Services to MCE Corporation, and authorize the city manager to negotiate and execute an agreement for a “not to exceed” amount of \$599,000

15. **EMERGENCY STAFFING OF THE BUILDING DEPARTMENT**
Report: Interim City Manager John Danielson
Recommendation: Receive the report on the actions of the City Manager to staff the Building Department with contract resources to continue to provide inspection and plan review services and authorize the continuation of those services until a consultant is selected to provide those services
16. **APPROVE A CONSULTANT SERVICES AGREEMENT WITH BKF ENGINEERS FOR CONSTRUCTION AND PERMIT COMPLIANCE SERVICES FOR THE UPPER ATHERTON CHANNEL CREEK RESTORATION AND SLOPE STABILIZATION PHASE II PROJECT, IN AN AMOUNT NOT TO EXCEED \$168,353**
Report: Interim Public Works Director Mike Kashiwagi
Recommendation: Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with BKF Engineers to provide construction and permit compliance services for the Upper Atherton Channel Creek Restoration and Slope Stabilization Phase II Project in an amount not exceed \$168,353
17. **APPROVE AN AGREEMENT WITH EDWIN F. FLINT FOR POLICE CHIEF SERVICES FOR THE TOWN**
Report: Interim City Manager John Danielson
Recommendation: Approve an with agreement with Edwin F. Flint to provide interim Chief of Police services on a month to month basis in the amount of \$14,500 per month, and authorize City Manager to execute a contract on behalf of the Town
18. **TOWN RESPONSE TO CIVIL GRAND JURY REPORT ON REGARDING THE USE OF TASERS BY SAN MATEO COUNTY LAW ENFORCEMENT**
Report: Chief of Police Mike Guerra
Recommendation: Approve the response letter to the San Mateo County Civil Grand Jury regarding the use of Tasers by San Mateo County law enforcement agencies
19. **ADOPTION OF A RESOLUTION APPROVING THE STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2011-2012**
Report: Finance Director Louise Ho
Recommendation: Adopt a resolution approving the Statement of Investment Policy for FY 2011-2012

8:30 P.M. PUBLIC HEARINGS (20)

20. INTRODUCTION OF REVISIONS TO ATHERTON MUNICIPAL ORDINANCE 5.20.010 – SOLICITOR PERMITS

Report: Police Chief Guerra

Recommendation: Council approve the introduction of proposed revisions to Atherton Municipal Ordinance 05.20.010 for soliciting within the Town limits

9:00 P.M. REGULAR AGENDA (Item 21)

21. IMPLEMENTATION OF TOWN’S LAST BEST AND FINAL OFFER REGARDING CONTRACTING OUT OF BARGAINING UNIT WORK FOR MISCELLANEOUS TOWN EMPLOYEES REPRESENTED BY TEAMSTERS 856

Report: Interim City Manager John Danielson

Recommendation: Adopt Resolution 11-19, implementing the Town’s Last, Best, and Final Offer to contract out work currently performed by members of the Miscellaneous Town Employee bargaining unit pursuant to the impasse resolution procedures contained in Municipal Code Sec 2.152.160

9:30 P.M. 22. COUNCIL REPORTS

9:40 P.M. 23. FUTURE AGENDA ITEMS

9:50 P.M. 24. PUBLIC COMMENTS

10:00 P.M. 25. ADJOURN

PLEASE NOTE THE FOLLOWING INFORMATION:

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

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

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

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Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER

DATE: FOR THE REGULAR MEETING OF JULY 20, 2011

SUBJECT: CITY MANAGER WRITTEN REPORT

ADMINISTRATION:

The Town sent out the Athertonian late last month and has since received a large number of resident requests to add their personal email address to the Town's email information/Athertonian distribution list. Staff is happy to report that the Town is now able to reach a much wider audience when sending Council agendas, press releases and important Town business notifications.

BUILDING DEPARTMENT:

JUNE 2010/2011 SUMMARY

JUNE PERMIT ACTIVITY

June 2010

- Permit applications received: 103
- Number of permits issued: 98
- Number of inspections: 308

June 2011

- Permit applications received: 125
- Number of permits issued: 101
- Number of inspections: 423

FISCAL YEAR PERMIT ACTIVITY

July 2009 – June 2010

- Permit applications received: 938
- Number of permits issued: 905
- Number of inspections: 4,665

July 2010 – June 2011

- Permit applications received: 539
- Number of permits issued: 539
- Number of inspections: 4,191

FY10 REVENUE

July 2009 – June 2010

- Permit Fees: \$557,228.46
- Plan Check Fees: \$360,809.15
- Total Revenue: \$918,037.61

FY11 REVENUE

July 2010 – June 2011

- Permit Fees: \$834,496.46
- Plan Check Fees: \$476,493.64
- Total Revenue: \$1,310,990.10

In order to maintain reasonable turnaround times for construction plans for projects the Building Department at the direction of the City Manager and with the advice of the City Attorney solicited 4 consulting companies to provide plan review services. The plans are distributed on a rotational basis. All new plans are reviewed and the consulting company receives a percentage of the fees collected by the Town for those services. Plans already in the system, and revisions to already approved plans are reviewed by these consultants on an hourly rate basis.

Inspections are being performed on time and plan review turnaround times are taking the same or less time that with regular personnel.

Time Limit and Expired Permits

The City Attorney had directed the Building Official to make contact and determine the status of all permits that are in violation of the Town's Time Limit to Complete Construction Ordinance. The City Attorney is in the process of a legal review of the cases.

Town records show the following categories have permits that are possibly not in compliance with Town ordinances:

Projects with construction of 2000 square feet or less requiring the project to be completed in 12 months or less:

Since May, 2011 54 projects have been finalized, 36 projects have made no response to written notices, 7 have pending resolution of the project, and 4 have projects have been removed.

A total of 101 projects are in this category.

Projects with construction of 4000 square feet or less requiring the project to be completed in 24 Months or less

Since May 2011 3 projects have been finalized, 4 are pending resolution of the project.

A total of 7 projects are in this category.

Projects that equal or exceed 4,000 square feet and require completion within 36 months:

One project has been finalized, 60 are pending action to completed the project, The Town has received no response from 4 projects and 3 have been removed from the database.

Projects in this category total 68.

The total number of permits currently in the Town Construction database that are in violation of the Town's time limit ordinance are 244 projects.

Town staff both Building Department and Code Enforcement will continue to work with the applicants and the homeowners to complete these projects while awaiting a final decision by the City Attorney.

Permits expire if an inspection activity is not requested and performed every 180 days in compliance with the California Building Code.

There are currently a total of 562 permits in the Town Construction database that have expired permits. Those permits are being investigated to determine the status of the project and if in fact the project is completed or what further activities and inspections are required to complete the project.

FINANCE DEPARTMENT:

Finance staff went back to retrace park events to cash receipts for calendar years (2010 and 2011) and identified \$5,550 of unpaid services. Invoices were sent to correct.

FY 2011-2012 budget was adopted by City Council on June 15, 2011. Due to the pending reorganization, a revised and detailed budget will be brought forth to the City Council in the near future.

As approved by the Interim City Manager, the Town engaged the service of a consultant to perform physical inventory of Town assets. The work is to begin on July 18, 2011.

As directed by the Interim City Manager, Finance Department is recruiting for a Financial Services Manager. The deadline to apply for this position is July 29, 2011.

The Audit Committee met on June 16, 2011, to review with Maze & Associates, the interim accounting issues memo. The auditor will return on October 10, 2011 to complete the final audit for FY 2011. The Audit Committee will meet on November 1,

2011, to review the draft FY 2011 financial statements. The final report will be brought forth for City Council acceptance on December 21, 2011.

Finance Director attended the Cable JPA meeting.

POLICE DEPARTMENT:

There has been a decrease in the level of incidents during June, primarily because school is out. The absence of students means a reduction in the daytime population, which also means that traffic around the schools during the morning and afternoon hours is significantly less.

The Atherton Transportation Committee, which has historically voiced a request for an increase in the percentage of tickets vs. warning citations, was pleased to hear that in the 2010-11 fiscal year, APD wrote 2,400 real citations vs. 1,400 warning citations.

Sgt. Kristin Nichols, through serious perseverance, finished one of the most important tasks when she completed and distributed the Town of Atherton's new EOP (Emergency Operations Plan). This project took months to complete, but was well worth it as The Town has maintained its NIMS, SIMS, and FEMA compliance.

On Saturday July 9th, Detective Gordon Dere worked his last shift at the San Mateo County Gang Task Force. The Gang Task Force is a multi-agency enforcement and intelligence detail operating in San Mateo County. The GTF was established in response to the increased violence and presence of gang members in San Mateo County. Gordon was serving as a member of the South Team, which routinely conducts street enforcement in various south county neighborhoods from Highway 92 to East Palo Alto. While gang members do not live in Atherton, they grace our Town with their presence more often than one might think. In recent years, APD has arrested gang members for crimes committed in Atherton that include but are not limited to: residential burglary, shooting a firearm into an automobile, battery, possession of a loaded firearm, and possession of illegal narcotics.

Speaking of gangs...over the past two weeks, Atherton PD Officers have contacted several Loco Sureno Trece gang members (a local Redwood City Latino Street gang) at an Atherton residence west of El Camino Real. The gang members were at the residence "visiting friends." The occupants of this particular residence are very familiar to APD, as several of them have been suspected of participating in narcotics related activity. Fortunately, that residence will be on the market in the very near future. PD is keeping a watchful eye on that residence until it is sold.

This reporting period has seen a significant decrease in theft/fraud related activity in Atherton. No new scams have been reported, and thefts from vehicles have been minimal.

For the fiscal year 10-11, the Police Department has completed **1,998 hours of training** to sworn and non-sworn personnel. This equates to 124.88 hours per police employee which maintains our 100% compliance with the Peace Officer Standards and Training Commission (POST) in achieving and maintaining the continuous professional training standards for Atherton men and women.

PUBLIC WORKS PROJECT UPDATES:

Holbrook Lane Trial Street Closure

At their July 12th meeting the Transportation Committee, supported staff recommendation to not proceed with the trial closure of Holbrook Lane. Staff was directed to develop a traffic calming plan for Holbrook as well as Palmer and San Benito to include strategies and physical devices to reduce vehicular speeds on these residential streets through the use of chicanes and speed humps. Staff was also directed to prepare a letter for the Transportation Committee to send to the San Mateo Board of Supervisors urging them to implement No Right Turn restrictions from Marsh Road to Fair Oaks during the morning commute times to prevent cut-through traffic into the Atherton/North Fair Oaks community.

Fletcher-Ridgeview Pavement and Drainage Project

Fletcher-Ridgeview is almost complete. Asphalt (bottom two layers) has been completed along with rolled curb and valley gutters. Driveways, concrete aprons and catch basins adjustment, and final layer of asphalt on the roadway is left to be completed. Concrete aprons and catch basins are currently being schedule to begin on Friday July 15, the earliest available time for the concrete crew to perform the work. Driveways will begin once we receive Right of Entry authorization from 3 property owners. Final layer of asphalt will be placed after the concrete aprons and catch basin adjustment is complete.

Total project change orders are being compiled and reviewed by staff and a balancing change order to determine final project construction costs will be negotiated with the contractor. Costs associated with design errors and oversights are also being compiled by staff.

Project is currently estimated for completion in August 2011.

Upper Atherton channel Project

Construction work began on Monday July 11, 2011. The contractor's crew had safety training in handling the endangered red-legged frogs. Clearing and grubbing is currently be completed this week. Stabilization of the embankment of the Gupta's property will begin Monday July 18, 2011.

BKF engineer's team (including the biologist) has been on site to oversee construction currently in progress.

This project is estimated to be completed by the end of September 2011.

2011 Cape Slurry Project

65 of the 68 cape/slurry are completed. The remaining three street will be completed at a later time once Fletcher-Ridgeview Project has been completed. The contractor is currently working are striping and pavement markings.

Project is estimated to be completed by Friday July 22, 2011.



DRAFT MINUTES
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
June 15, 2011
7:00 p.m.
TOWN COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California
REGULAR MEETING

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL** **Lewis, Dobbie, Widmer, McKeithen, Carlson – All Present**

Mayor Dobbie announces that Item 31 was removed at the request of Vice Mayor Widmer and Council Member McKeithen.

3. **PRESENTATIONS** **- None.**

4. **PUBLIC COMMENTS**

William Grindley, Atherton resident, briefed Council on the status of HSR. The peer review group of the CHSRA sent out a report that was not very kind of the Authority. Grindley said the President submitted a capital development budget for railroads which requires 37 billion dollars in new fees and taxes or cuts equaling to that. Since the proposal had no documentation it died.

Peter Carpenter, Atherton resident, complimented staff and Council for coming to grips with the fiscal issues within the Town. Carpenter said he felt confident that the Town is moving forward.

Loren Gruner, Atherton resident, said she understands how tough the financial situation in Town is but she felt shocked and upset to learn about the drastic cuts to Town staff.

Rudy Gonzalez, Teamsters Local Union 856 representative, said he was representing the Building and Public Works employees in Town. Gonzalez said the Teamsters Union put a proposal forward that far exceeds savings of \$267,000. Gonzales asked that Council carefully consider it because public employees have a dedicated, vested interest in the Town.

Melinda Tevis, Atherton resident, asked what the availability of the organization assessment reports will be. Tevis sought clarification of Council dialogue during public comment.

City Attorney Bill Connors said the Brown Act allows for a brief response to clarification questions.

Joe Aiello, Atherton employee, said the Building Department is a municipal enterprise fund and if the Department is busy then there is no legitimate reason to lay off staff. Aiello said the Town is getting rid of a cumulative of 50 years of knowledge by laying off employees.

Malcolm Dudley, Atherton resident, said he is not against outsourcing, but anytime the Town can solve an issue at an additional parcel tax of \$1 per day to each resident it should be looked at. Dudley said if the Town doesn't look at it then he will begin a citizen's initiative.

Cleveland Prince, APOA representative, said outsourcing takes away the ability to control the Town because there is no vested interest. Prince urged Council to reconsider the decision.

Carol Flaherty, Atherton resident, congratulated Council for bringing John Danielson in as the City Manager. Flaherty said the salaries and benefits for the Town employees are way higher than corporate levels and surrounding cities. Flaherty concluded that it takes a lot longer to receive services with contractors and urged Council to study it and watch over it.

Colleen Anderson, Atherton resident, discussed the different sized trash cans and asked Council to review whether the 20-gallon can does indeed hold 20 gallons of waste. Anderson asked Council to reconsider review and oversight boards.

5. **REPORT OUT OF CLOSED SESSION** - None

6. **CITY MANAGER'S REPORT** - None

7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** - None

EMERGENCY ITEM

MOTION by Dobbie, second by Widmer to add the to add Award of contract for Upper Atherton Channel Creek Stabilization and Slope Restoration Project, project number 56037, to the June 15, 2011 City Council meeting, and that the need for action came to the attention of staff subsequent to the agenda being posted and too late to meet the 72-hour posting requirement. The motion passed.

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

Council will discuss the item after the regular agenda.

CONSENT CALENDAR (Items 8-30)

Council Member Carlson removed Items 21 and 22.

Council Member Lewis clarified that the \$100,000 additional scope of work was deleted.

Vice Mayor Widmer had comments on items 11, 15 and 19.

Mayor Dobbie removed item 15.

Atherton resident Loren Gruner had questions on 13 and 18.

Atherton resident Carol Flaherty removed item 13.

- 8. APPROVAL OF MAY 9, 2011 SPECIAL MEETING MINUTES AND MAY 18, 2011 REGULAR MEETING**
Recommendation: Approve May 9, 2011 special meeting minutes and May 18, 2011 regular meeting minutes
- 9. APPROVAL OF BILLS AND CLAIMS FOR MAY, 2011 IN THE AMOUNT OF \$819,637**
Recommendation: Approve Bills and Claims in the amount of \$819,637
- 10. FINANCIAL REPORT FOR THE ELEVEN MONTHS ENDED MAY 31, 2011**
Report: Finance Director Louise Ho
Recommendation: Receive the General Fund Financial Report for the eleven months ended May 31, 2011
- 12. APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF REDWOOD CITY TO PROVIDE INFORMATION TECHNOLOGY SUPPORT**
Report: Interim City Manager John Danielson
Recommendation: Approve the amendment to agreement for information technology (IT) support between the City of Redwood City and the Town of Atherton
- 14. APPROVE THIRD AMENDMENT WITH MENLO-ATHERTON LITTLE LEAGUE ASSOCIATION TO PERMIT THE LITTLE LEAGUE TO OPERATE AT HOLBROOK-PALMER PARK**
Report: Interim City Manager John Danielson
Recommendation: Approve amendment between the Menlo-Atherton Little League Association and the Town of Atherton for operation of Little League activities at Holbrook-Palmer Park
- 16. APPROVE AN AGREEMENT WITH INTERWEST CONSULTING FOR PUBLIC WORKS MANAGEMENT SERVICES TO THE TOWN**
Report: Interim City Manager John Danielson
Recommendation: Approve an with agreement with Interwest Consulting Group to provide Interim Public Works Management services on a month to month basis in an amount not to exceed \$14,500 per month, and authorize City Manager to execute a contract on behalf of the Town
- 17. REPLACEMENT OF ONE POLICE PATROL VEHICLE IN-CAR VIDEO SYSTEM USING ABAG GRANT FUNDS**
Report: Police Chief Mike Guerra
Recommendation: Approve the use of ABAG reimbursable grant funds in the amount of \$5,846 to purchase one replacement in-car video system along with installation/training services. This equipment includes cameras, digital video recorders, server storage, and installation/training services
- 18. ADOPTION OF THE FIRST AMENDMENT OF THE EXISTING PROFESSIONAL SERVICES AGREEMENT FOR PARKING CITATION PROCESSING AND ADJUDICATION BETWEEN THE TOWN OF ATHERTON AND TURBO DATA SYSTEMS, INC.**

Report: Police Chief Mike Guerra

Recommendation: Authorize the City Manager to approve the attached First Amendment of the existing Professional Services Agreement between the Town of Atherton and Turbo Data Systems, Inc. This amendment would be in effect from June 30, 2011 to June 30, 2014

Gruner asked if this is a mechanism for the Town to bring in additional revenue. City Manager Danielson said it is only the Town's processor for tickets.

19. APPROVAL OF NICHOLS, MELBURG & ROSSETTO; SIEGEL AND STRAIN & GORING AND STRAJA ARCHITECTS; AND GLASS ARCHITECTS

Report: Town Center Task Force

Recommendation: Approval of Nichols, Melburg & Rossetto; Siegel & Strain and Goring & Straja Architects; and Glass Architects to proceed with the conceptual design phase for a new Town Center

Vice Mayor Widmer said when he read the RFP it seemed to imply that there would be a final contract once an architect was chosen.

Council Member Lewis said the TCTF made it very clear that the contracts are volunteer, pro bono architects to create conceptual site designs at no cost to the Town at all.

23. ACCEPT RESIGNATIONS OF ATHERTON LIBRARY BUILDING STEERING COMMITTEE (ALBSC) MEMBERS RICHARD MOORE, VALERIE GARDNER, AND EARL DOUGLAS AND APPOINT NEW MEMBERS GINNY NILE AND JOAN SANDERS

Report: Interim Public Works Director Mike Kashiwagi

Recommendation: Accept the resignations of Richard Moore, Valerie Gardner, and Earl Douglas from the ALBSC and appoint Ginny Nile and Joan Sanders as new members

24. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON INCREASING THE RATES FOR SOLID WASTE/RECYCLING COLLECTION SERVICES

Report: Interim City Manager John Danielson

Recommendation: Waive further reading, and adopt ordinance increasing the rates for solid waste/recycling collection services

25. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$7,592.13 FOR A TOTAL PROJECT COST OF \$103,982.13 FOR THE 2011 SPRING PATCHING PROJECT, PROJECT NUMBER 56050

Report: Interim Public Works Director Mike Kashiwagi

Recommendation: Accept work, and authorize recording of a notice of completion and approving contract change orders in the amount of \$7,592.13 for a total project cost of \$103,982.13 for the 2011 Spring Patching Project, Project Number 56050

26. RENEW TOWN RIGHT OF WAY LANDSCAPE CONTRACT ON A MONTH TO MONTH BASIS FOR A NOT TO EXCEED LIMIT OF \$17,000.00

Report: Interim Public Works Director Mike Kashiwagi

Recommendation: Renew the current landscape contract on a month to month basis in the amount of \$ \$2,995 per month for the 2011/12 fiscal year for a not to exceed total of \$17,000.00

27. AWARD OF CONTRACT FOR THE 2011 CAPE/SLURRY PROJECT NUMBER 56049 AND APPROVAL OF CHANGE IN SCOPE OF WORK

Report: Interim Public Works Director Mike Kashiwagi

Recommendation: Award the contract for 2011 Cape/Slurry Project, project number 56049 to Graham Contractors, Inc, the low bidder on the June 1, 2011 bids, for \$381,171.25, and approve change in scope of work for an additional \$100,000; for a total authorization of \$481,171.25; and to authorize the City Manager to sign the contract on behalf of the Town

28. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$1,155.75 FOR THE PD/ADMINISTRATION ROOF REPLACEMENT PROJECT, PROJECT NUMBER 56043

Report: Interim Public Works Director Mike Kashiwagi

Recommendation: Accept work and authorize recording of a notice of completion and approving contract change orders in the amount of \$1,155.75 for the PD/Administration Roof Replacement Project, Project Number 56043

29. RENEW THE TOWN TREE MAINTENANCE SERVICES CONTRACT FOR (1) ADDITIONAL YEAR FOR A TOTAL OF UP TO \$60,000.00

Report: Interim Public Works Director Mike Kashiwagi

Recommendation: Renew the current Tree Maintenance Service contract in the amount of \$60,000.00 annually for the 2011/12 fiscal year. Professional Tree Care has requested a 9% cost of living increase to their low bid award of October 10, 2010 for the 2011/12 fiscal year

30. AWARD OF SERVICE AGREEMENT FOR THE TOWN JANITORIAL MAINTENANCE SERVICES

Report: Interim Public Works Director Mike Kashiwagi

Recommendation: Award the contract for Town Janitorial Maintenance Services, to Central Maintenance Company, the low bidder on the June 3, 2011 bids, for \$1995.00, for a total authorization of \$23,940.00; and to authorize the City Manager to sign the service agreement on behalf of the Town

MOTION by McKeithen, second Widmer by to approve the consent calendar which consisted of items 8, 9, 10, 12, 14, 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29 and 30. The motion passed by roll call vote.

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

REGULAR AGENDA (Items 31-36)

31. PROPOSAL TO MAKE DONATIONS TO THE POLICE DEPARTMENT ANONYMOUSLY

Report: Vice Mayor Widmer and Council Member McKeithen

Recommendation: To be determined

Item 31 was removed from the agenda.

32. PROGRESS REPORT ON CONSTRUCTION, 297 POLHEMUS, ATHERTON

Report: Interim Building Official Dennis Lockard

Recommendation: To be determined

Interim Building Official said staff has continued to monitor the progress of the homeowner and help implement all requirements of the code. Lockard said the homeowner is close to being finished and has been actively working on getting his landscape screening complete.

Vice Mayor Widmer asked if the issues brought up by the neighbors have been resolved.

Shawn Massiphour, homeowner, explained that his initial plan was to put redwoods around his property but got opposition from the neighbors because they would be too close to the property line. Massiphour said he is in the process of revising the plan. He added that the major thing he is waiting on is a front door.

Council Member Carlson said that he felt there was less cooperation from the homeowner after reading the staff report. He was discerned and felt the Town has given many opportunities to get this done.

Council Member McKeithen asked if there will be an irrigation system. Lockard said the Town will require it as part of the landscape plan but has not decided if it will be temporary or permanent.

McKeithen was concerned that if the homeowner doesn't put some system in then he won't have viable plant material. McKeithen wondered why the homeowner can't put larger size trees in since they are so far along in the project and no screening has been put up. Lockard said he and the homeowner will discuss it with the Town Arborist.

McKeithen asked if there has been a decision on whom the independent surveyor to verify elevations will be. Interim Public Works Director Mike Kashiwagi said the homeowner is responsible for choosing and the Town will require a post construction survey to check and make sure the final grading plan matches the approved grading plan.

Council Member Lewis said everyone including Town staff and homeowners should pay attention and understand the process early on when building homes of this size and scope. Lewis said it will help mitigate future problems.

Mayor Dobbie opened up for public comment.

Yvonne Cunningham, Atherton resident and neighbor of 297 Polhemus, said the redwood trees the homeowner proposed to put up were about 2.5 feet from her fence line. Cunningham said past Town staff should have paid attention to the process. She concluded that there are drains in every direction and she wondered why water keeps gushing out of the pipes.

Lockard said the grade, drainage and landscape screening are all being worked on and staff is waiting to get a completed, approved drainage plan before they can go out and inspect it.

Council member McKeithen asked why there are pipes pointing towards the neighbor's property

Kashiwagi said it was parallel to the neighbor's property line as shown on the plan. He added that staff is not at the property every day from a quality control standpoint. Kashiwagi concluded that staff can still look at the size of the pipes because they are out falling somewhere either into a manhole or onsite drainage catch basin.

McKeithen said she has concerns with the allegations of covering up pipes before they are buried and felt that this should not be done in the future.

Mayor Dobbie said staff needs to go to the property and make sure everything was done according to the rules.

Council concurred that staff will send Council a status report by email to Council.

33. ADOPTION OF A RESOLUTION RESCINDING THE GENERAL FUND RESERVE POLICY ADOPTED IN RESOLUTION 10-20; APPROVAL OF A NEW GENERAL FUND RESERVE POLICY FOR THE IMPLEMENTATION OF GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54

Report: Finance Director Louise Ho

Recommendation: Adopt a resolution of the City Council of the Town of Atherton rescinding the General Fund reserve policy adopted in Resolution 10-20; approve a resolution authorizing the establishment of a fund balance policy for the General Fund for the implementation of GASB 54

Finance Director Louise Ho said that in February 2009, the Governmental Accounting Standards Board (GASB) issued Statements No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement is intended to provide more clearly defined fund balance classifications and to make the nature and extent of the constraints placed on a government's fund balance more transparent. GASB 54 eliminates the previous fund balance classifications of "reserved", "unreserved designated" and "unreserved undesignated" for all governmental funds and replaces them with five new reporting classifications (nonspendable, restricted, committed, assigned, and unassigned). Ho concluded that in lieu of the budget stabilization reserve (15%) and the working capital reserve (5%) as established in Resolution 10-20, the new fund balance policy will formally adopt a minimum *unassigned* General Fund fund balance policy of 20% of the Town's General Fund actual annual operating expenditures.

MOTION by Carlson, second by Lewis to adopt a resolution of the City Council of the Town of Atherton rescinding the General Fund reserve policy adopted in Resolution 10-20; approve a resolution authorizing the establishment of a fund balance policy for the General Fund for the implementation of GASB 54. The motion passed.

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

34. APPROVAL OF A RESOLUTION ADOPTING THE FISCAL YEAR 2011-2012 OPERATING AND CAPITAL BUDGET

Report: Finance Director Louise Ho

Recommendation: Approve the attached resolution adopting the Fiscal Year 2011-2012 Operating and Capital Budget

Interim City Manager John Danielson said the budget is a commitment of good faith negotiations and ultimately an interim fix for not knowing what the final business plan for the town will be. Danielson said that once the Town decides to either go contract, hybrid model or status quo he will come back with a finalized budget within 90 days.

Vice Mayor Widmer said he agrees with the methodology. Widmer said he expects 90 days to be a firm number for staff to bring back a finalized and definitive budget.

Council Member Lewis said it is unusual to approve a budget where items have yet to be filled in, but she understands that the Town needs to do something to fix the fiscal problems.

MOTION by Dobbie, second by McKeithen to approve the attached resolution adopting the Fiscal Year 2011-2012 Operating and Capital Budget. The motion passed.

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

35. ADOPTION OF THE APPROPRIATIONS LIMITS FOR FY 2011-2012

Report: Finance Director Louise Ho

Recommendation: Adopt the attached resolution setting the Appropriation Limit for FY 2011-2012 at \$10,392,838

Finance Director Louise Ho said this is standard because anytime the Town takes in tax proceeds, calculations need to be done to make sure the revenue is not in excess to what is allowed by the California Constitution.

MOTION by Dobbie, second by Widmer to adopt the attached resolution setting the Appropriation Limit for FY 2011-2012 at \$10,392,838. The motion passed.

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

36. ANNUAL CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION ASSESSING A SPECIAL TAX FOR MUNICIPAL SERVICES FOR THE FISCAL YEAR 2011-2012

Report: Finance Director Louise Ho

Recommendation: Adopt a resolution assessing a special tax for municipal services for the Fiscal Year 2011-2012

Finance Director Ho said this item approves a resolution to allow continuance of the parcel tax for police services (60%) and capital improvement projects (40%).

MOTION by Lewis, second by Widmer to adopt a resolution assessing a special tax for municipal services for the Fiscal Year 2011-2012. The motion passed.

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

PUBLIC HEARING (Item 37)

37. PROPOSED ORDINANCE TO AMEND REQUIREMENTS FOR THE REMOVAL AND STORAGE OF RECYCLING, COMPOST AND GARBAGE RECEPTACLES

Report: Interim City Manager John Danielson

Recommendation: Hold a public hearing and introduce the attached ordinance to amend requirements for removal and storage of recycling, compost and garbage receptacles

Danielson said this item was brought forth from a number of requests from residents to provide enforcement for households that habitually place waste and recycling containers on the curbside or in the public right of way in advance of collection day and/or leave the containers at these locations long after the containers have been emptied. Danielson concluded that the ordinance is not meant to be punitive. He added that the Town has built up a fairly solid database of the most habitual infractions that seem to happen over and over. Staff will plan to proactively address these properties with warnings.

Council Member Lewis felt that the Town is adding another layer of policing and code enforcement to its residents.

Council member McKeithen said she hopes it does not create more problems but felt it was worth a try. McKeithen added that it may not be the homeowner who obstructs right-of-way because Recology seems to pick up cans and just drop them anywhere in the street.

Council Member Lewis questioned where the \$20,000 expense will come from in the budget.

Mayor Dobbie opened up the public hearing for public comment.

Colleen Anderson, Atherton resident, suggested that the Town begin enforcing the laws they already have in place before creating new ones. She concluded that it is not fair that certain people are targeted and others are not.

Loren Gruner, Atherton resident, felt fines add more fuel to the fire.

John Ruggeiro, Atherton resident, said in many cases the landlord is not even aware of the problem because they are renting their property and rarely come around. Ruggeiro urged Council to deal with the actual homeowner.

MOTION by Carlson, second by Dobbie to introduce the attached ordinance to amend requirements for removal and storage of recycling, compost and garbage receptacles. The motion passed.

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

Council concurred that they would clarify the size and type of container and if it is Recology who obstructs the right-of-way then they will be fined.

11. ADOPTION OF A RESOLUTION REVISING THE APPOINTMENT OF DIRECTORS TO REPRESENT THE TOWN OF ATHERTON TO ABAG PLAN CORPORATON BOARD OF DIRECTORS

Report: Finance Director Louise Ho

Recommendation: Adopt a resolution of the City Council of the Town of Atherton revising the appointment of directors to represent the Town of Atherton to ABAG PLAN Corporation Board of Directors

Vice Mayor Widmer suggested that the Assistant City Attorney attend these meetings as the Town representative.

Finance Director Ho said she attended the annual meeting earlier in the day and the Board discussed marketing and insurance options, the ABAG Plan annual budget, actuarial, and financial impact to the ABAG group.

Council member McKeithen asked Ho if she feels she should attend. Ho said she supports the Assistant City Attorney as the primary and herself as the alternate.

Council Member Lewis it typically falls to the Human Resource Manager because it has to do with liability insurance and claims, and since the Town does not have one she would like Ho to stay closely involved.

Council Member Carlson said he would like the City Manager or City Attorney as the voting delegates with alternates.

Mayor Dobbie said he does not want to add anything to Ho's overwhelming load.

City Attorney Connors said that an agenda comes out before the meeting and whoever attends as the Atherton representative will review it with Ho before attending the meeting.

MOTION by McKeithen, second by Carlson to adopt a resolution of the City Council of the Town of Atherton revising the appointment of directors to represent the Town of Atherton to ABAG PLAN Corporation Board of Directors. The motion passed.

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

15. APPROVE CONSULTANT SERVICE AGREEMENT FOR HIGH SPEED RAIL GOVERNMENT AFFAIR SERVICE WITH CAPITOL ADVOCATES FOR AN AMOUNT NOT TO EXCEED \$30,000.00

Report: Interim City Manager John Danielson

Recommendation: Approve an amendment to the Consultant Services Agreement for High Speed Rail Government Affairs Services with Capitol Advocates to extend the services for six (6) months for an amount not to exceed \$30,000

Vice Mayor Widmer felt the Town was being "nicked" and "dimed" for small things such as parking and toll booth fees. He requested that in the future we have an all-encompassing services description that includes the provisions of the services and the cost of providing the services.

Council Member Carlson said we need anything we can get to persuade legislators to get rid of this project.

William Grindley, Atherton resident, said the Town needs a qualified expert representing them during the drafting of legislation.

MOTION b Carlson, second by McKeithen to approve an amendment to the Consultant Services Agreement for High Speed Rail Government Affairs Services with Capitol Advocates to extend the services for six (6) months for an amount not to exceed \$30,000. The motion passed.

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

20. THIRD AMENDMENT TO AGREEMENT BETWEEN SAN MATEO COUNTY AND TOWN OF ATHERTON FOR ANIMAL CONTROL SERVICES

Report: Interim City Manager John Danielson

Recommendation: Approve third amendment to the agreement between San Mateo County and the Town of Atherton for animal control services

Mayor Dobbie asked how many animals we handle and wondered why the cost is so expensive.

Police Chief Mike Guerra said he is working on a complete detailed spreadsheet of the fiscal year which he will forward to Council by email.

MOTION by Dobbie, second by Carlson to approve third amendment to the agreement between San Mateo County and the Town of Atherton for animal control services. The motion passed.

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

22. REVIEW AND APPROVE THE CRITERIA FOR SITE SELECTION AND PROCESS AND SCHEDULE FOR SITE SELECTION FOR THE NEW ATHERTON LIBRARY

Report: Interim Public Works Director Mike Kashiwagi

Recommendation: Approve the criteria for site selection and public input process for the new Atherton Library as developed and recommended by the Atherton Library Building Steering Committee (ALBSC) and consultant, Group 4 Architects

Council Member Carlson said five different sites have been identified which Parks & Recreation were not notified about. Carlson wondered why we are planning to build such a large building and is a bricks and mortar style library the right option with the ever-changing technology. Carlson said if these 5 sites are being seriously considered then all stakeholders need to be consulted regarding site selection criteria.

Council Member Lewis said she recognizes the Library Committee have met for months and invested many hours to get to this stage, but she felt that the focus of the project was too narrow. Lewis said it would be in the Town's best interest to take a breath and give it a month or two to do a master site plan to take into consideration a potential new library structure, along with a new town center.

Vice Mayor Widmer said he was surprised to see five sites in the park. He added that he believes the park is a good area for the library, but that there is no need for a major rush. Widmer felt the need for more outreach to residents and stakeholders.

Council Member McKeithen felt there was misunderstanding with the report. 5 sites were identified in the park because the committee did not want to foreclose any opportunity to consider different sites. McKeithen said that while the Committee and the architect have one location that they would like to recommend, it is for the community to ultimately decide the location. McKeithen said that even with the ever-changing technology there is a need for historical information, music materials and access to technology. McKeithen concluded that the Committee has started to engage the community with flyers, emails and notices inviting the public to two separate community meetings.

Mayor Dobbie opened up for public comment.

Denise Kupperman, Atherton resident and Chair of Library Committee, said all meetings have been open to the public for the past year. The committee has worked extensively on a process to get stakeholders and the community involved to seek an understanding on the type of library everyone would like to see.

Walter Sleeth, Atherton resident, said the Library Committee should be able to move forward with the meetings and their process.

Loren Gruner, Atherton resident, applauded everyone for their work on this. Gruner said she loves the idea of having a library close by.

Rosemary Maulbetsch, Atherton resident, asked what evidence shows that the current library is not sufficient enough as it is now. Maulbetsch suggested tabling this project until there is evidence.

Colleen Anderson, Atherton resident, said if there is funding then the project should move forward.

Joan Sanders, Atherton resident and Library Committee member, said she believes the town center project is moving quickly without enough public outreach. Sanders said the library project has had ample outreach and continues its process of outreach.

Council member Lewis said the Town Center Task Force is currently having 3 pro bono architects create conceptual designs to bring back to the Town for public input. Lewis said she is not at all against a library project, she just wants to make sure the Town doesn't do piecemeal planning with the limited resources it has. Lewis concluded that the projects should be looked at holistically.

Ginny Nile, Atherton resident and Library Committee, said there has been a tremendous amount of work put into the library project and how to make it the library of the 21st century. Nile added that it will have community meetings spaces, study rooms and historical information.

Mayor Dobbie said the item before Council is only to approve the site selection criteria. Dobbie said it would be a "real kick in the teeth," for the Library Committee if Council slows this process down. Dobbie concluded that it would be very negative for the Town.

Council member Carlson said the stakeholders in the park should have input into the site selection criteria. Carlson said our public school libraries are being hit hard with cutbacks in education dollars. He said he would like to see a more modest library project so we can use excess library funding to set up grants to our local schools. Carlson added that the library project needs to have a "cooling off" period and ask the residents how they think the funds should be used including

outright grants to public school libraries. Carlson concluded that the Town needs to develop a master plan that encompasses all of the services the Town provides including the library.

Council Member McKeithen felt that a “cooling off” period would end the library project altogether. McKeithen said the Committee has met with every stakeholder there is and has held meetings almost weekly over the last year. McKeithen said this project is an opportunity to do something positive and personal interest should be put aside to see what the community feels. McKeithen said giving grants to schools would be a mistake because they do not do outreach, they do not build flexible libraries and they do not build libraries that are responsive to the stakeholders needs.

Vice Mayor Widmer said he is not against a library. Widmer said he believes it would be a good opportunity if it meets the criteria of the 21st century and had meetings spaces. Widmer said he was surprised that the project is consistent with the master plan because he didn’t believe the Town had a forward-looking master plan. Widmer concluded that there needs to be more community input on how big of a library is wanted.

Mayor Dobbie asked Council to recognize that all that is being asked is approval of criteria for site selection so the Committee can move forward with public outreach and input.

Council Member Lewis reiterated that she is not against a library. She added that an overall comprehensive master plan is needed. Lewis concluded that many residents go away for the summer and won’t be available for the scheduled community meetings. She concluded that the Town should use the summer to create a master plan and schedule community meetings in the fall.

MOTION by McKeithen, second by Dobbie to approve the criteria for site selection and public input process for the new Atherton Library as developed and recommended by the Atherton Library Building Steering Committee (ALBSC) and consultant, Group 4 Architects. The motion passed.

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

21. APPROVE CONTRACT AMENDMENT NO. 1 TO THE AGREEMENT FOR ARCHITECTURAL SERVICES WITH GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC. IN THE AMOUNT OF \$9900 FOR ATTENDING AND PREPARING FOR TWO ADDITIONAL COMMUNITY MEETINGS

Report: Interim Public Works Director Mike Kashiwagi

Recommendation: Approve Consultant Service Contract Amendment No. 1 to Group 4 Architecture Research + Planning, Inc. in the amount of \$9900 for attending and preparing for 2 additional community meetings requested by the Atherton Library Building Steering Committee (ALBSC)

Council Member Carlson said this project has a long way to go before the community will buy into a plan. Carlson said he is concerned with whether or not we get enough participation in the meetings and hopes we can engage the community with more than just 2 additional meetings. Carlson concluded that there needs to be a lot more dialogue and community engagement to have a successful project.

Mayor Dobbie said this item will allow more community meetings.

Council Member Lewis concurred with Carlson. She added that she is concerned that there are only 2 community meetings at the end of June when many residents are on summer break.

Council Member McKeithen said a determination should be made after the meetings so we can make sure there was enough public in attendance at the meetings.

Vice Mayor Widmer said he agrees that there needs to be more community input. Widmer said he is not in favor of an additional \$900 for the two meetings. Widmer suggested staff look into whether it is justified based on the approved contract.

Mayor Dobbie concurred with Widmer's comment about the 10% contingency fee. He suggested staff look into it.

Joan Sanders, Atherton resident, said that Council should lose sight of the fact that the Town had a seismic study of the current library and it will cost over \$300,000 in upgrades to make it seismically safe.

Pat Dobbie, Atherton resident, said she has witnessed the incredible amount of work that the Library Committee has put into this project. Dobbie said she agrees that all stakeholders should have input and that is exactly what the committee is trying to do.

Carol Flaherty, Atherton resident, said this item is whether or not the Town should spend \$10,000 on a discretionary item. Flaherty said the Town has a fiscal crisis and spending this amount of money in a time when we are laying employees off is ill-advised.

Council Member McKeithen said this project will be a job producer and certainly a resource for people who are seeking jobs. She concluded that there will be more public input.

MOTION by McKeithen, second by Dobbie to approve Consultant Service Contract Amendment No. 1 to Group 4 Architecture Research + Planning, Inc. in the amount of \$9000 for attending and preparing for 2 additional community meetings requested by the Atherton Library Building Steering Committee (ALBSC). (Council removed the \$900 contingency) The motion passed.

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

13. APPROVAL OF AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH THE CSG CONSULTANTS, INC. TO PROVIDE CODE ENFORCEMENT SERVICES

Report: Interim City Manager John Danielson

Recommendation: Approve the amendment to agreement for code enforcement services between the Town of Atherton and CSG Consultants, Inc.

Gruner asked what the Town's goal for Code Enforcement is. City Manager Danielson said it is only a continuation of the current services.

Melinda Tevis said when the Town hired the Code Enforcement officer it was because the Police did not want to do code enforcement.

Carol Flaherty, Atherton resident, said she is not convinced that the Town needs code enforcement on a contract basis and suggested Council look at alternatives.

Council Member McKeithen said the current Code Enforcement Officer has done a great job and she thinks it is money well spent.

Mayor Dobbie said approval of this item is on a month-to-month basis until the Town can look at other alternatives.

MOTION by Dobbie, second by McKeithen to approve the amendment to agreement for code enforcement services between the Town of Atherton and CSG Consultants, Inc. The motion passed.

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

URGENCY ITEM

AWARD OF CONTRACT FOR THE UPPER ATHERTON CHANNEL CREEK STABILIZATION AND SLOPE RESTORATION PROJECT, PROJECT NUMBER 56037.

Report: Interim Public Works Director Mike Kashiwagi

Recommendation: Award the contract for Upper Atherton Channel Creek Stabilization and Slope Restoration Project, project number 56037 to WR Forde Associates, the low bidder on the June 7, 2011 bids, for \$562,975.00; and authorize the City Manager to sign the contract on behalf of the Town

MOTION by McKeithen, second by Carlson to award the contract for Upper Atherton Channel Creek Stabilization and Slope Restoration Project, project number 56037 to WR Forde Associates, the low bidder on the June 7, 2011 bids, for \$562,975.00; and authorize the City Manager to sign the contract on behalf of the Town. The motion passed.

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

38. **COUNCIL REPORTS** – Nothing further to add to written reports.

39. **FUTURE AGENDA ITEMS** - None

40. **PUBLIC COMMENTS**

Malcolm Dudley, Atherton resident and ex-Mayor, urged the Town to do a survey of Town residents on whether or not they want to keep the public employees. Dudley said that Council discusses extensively about the need for public input and community outreach and the issue of laying off employees should be no different. Dudley said that if Council does not move forward with a survey to the residents then the citizens group will move forward with an initiative for a special election. He asked for clarification on whether Council will move forward or not.

Rudy Gonzalez, Teamsters Local Union 856 representative, said there was a lively discussion on the library project and he request just half of that time to be given to the negotiations proposal.

Carol Flaherty, Atherton resident, said that increasing the parcel tax would be a gross mistake. Flaherty said the salaries of Town employees are obscene. She concluded that the Teamsters Union has done this Town a huge disservice.

41. ADJOURN

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

Mayor Dobbie adjourned the meeting at 10:34 p.m.

Respectfully submitted,

**Theresa DellaSanta
Deputy City Clerk**

TOWN OF ATHERTON
CLAIMS LIST JUNE 2011

	<u>Amount</u>
A/P Checks (#12207-12359)	\$ 398,645
Payroll Checks (#222-235)	20,161
Direct Deposit - Payroll	394,323
Electronic Transfer - A/P & Payroll	268,012
JUNE 2011 Total	1,081,141

I, John Danielson, Interim City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 222-235 (payroll), and 12207-12359 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,081,141 are true and correct based on the information provided to me and that there are sufficient funds for payment.

 John Danielson
 Interim City Manager

The above claims, check numbers 222-235 (payroll), and 12207-12359 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,081,141 are true and correct and are authorized for payment.

 James Dobbie
 Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$ 917,450
105	Tennis	1,479
201	Special Parcel Tax	6,786
202	Measure A	650
203	Gas Tax	86,751
210	Road Const. Impact	248
213	Library	3,736
215	Evan Creative Design	570
402	Storm Drainage Dt	4,735
614	Worker's Compensation	37,258
616	Employee Benefits	21,478
TOTAL		1,081,141

Town of Atherton							
Checks by Date - Detail by Check Number							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12207	6/1/2011	AFLAC		General Fund		PR Batch 501 5 2011 AFLAC Hospital Indemnity	76.76
12207	6/1/2011	AFLAC		General Fund		PR Batch 501 5 2011 AFLAC Intensive Care	24.39
12207	6/1/2011	AFLAC		General Fund		PR Batch 501 5 2011 AFLAC Life Protector	34.14
12207	6/1/2011	AFLAC		General Fund		PR Batch 501 5 2011 AFLAC Specified Health	27.90
12207	6/1/2011	AFLAC		General Fund		PR Batch 501 5 2011 AFLAC-STD After Tax	62.81
12207	6/1/2011	AFLAC		General Fund		PR Batch 501 5 2011 AFLAC Accident Indemnity	209.60
12207	6/1/2011	AFLAC		General Fund		PR Batch 501 5 2011 AFLAC Cancer Ins	176.28
12207	6/1/2011	AFLAC		General Fund		PR Batch 501 5 2011 AFLAC Dental Ins PreTx	109.43
12207	6/1/2011	AFLAC		General Fund		PR Batch 502 5 2011 AFLAC Accident Indemnity	209.60
12207	6/1/2011	AFLAC		General Fund		PR Batch 502 5 2011 AFLAC Cancer Ins	176.28
12207	6/1/2011	AFLAC		General Fund		PR Batch 502 5 2011 AFLAC Dental Ins PreTx	109.43
12207	6/1/2011	AFLAC		General Fund		PR Batch 502 5 2011 AFLAC Hospital Indemnity	76.76
12207	6/1/2011	AFLAC		General Fund		PR Batch 502 5 2011 AFLAC Intensive Care	24.39
12207	6/1/2011	AFLAC		General Fund		PR Batch 502 5 2011 AFLAC Life Protector	34.14
12207	6/1/2011	AFLAC		General Fund		PR Batch 502 5 2011 AFLAC Specified Health	27.90
12207	6/1/2011	AFLAC		General Fund		PR Batch 502 5 2011 AFLAC-STD After Tax	62.81
12207 Total							1,442.62
12208	6/1/2011	TEAMSTERS LOCAL 856 H & W		General Fund		PR Batch 501 5 2011 Dental Insurance	6,192.00
12208 Total							6,192.00
12209	6/1/2011	USPS	June 2011	Library Fund	Non-Dept	Flyer announce library public meeting	360.68
12209 Total							360.68
12210	6/1/2011	VISION SERVICE PLAN		General Fund		PR Batch 501 5 2011 Vision Insurance	706.67
12210	6/1/2011	VISION SERVICE PLAN	June 2011	General Fund	Finance	Vision adj. L. Colliau June 2011	27.20
12210	6/1/2011	VISION SERVICE PLAN	June 2011	General Fund	DPW-Street Maint.	Vision adj. M. Rubalcava June 2011	10.46
12210	6/1/2011	VISION SERVICE PLAN	June 2011	General Fund	DPW-Park Program	Vision adj. J. Cardona May & June 2011	(9.42)
12210 Total							734.91
12235	6/2/2011	A-A LOCK & ALARM INC	5632	General Fund	DPW-Building Maint.	(8) keys-new lock HP park office 5/13/11	28.41
12235	6/2/2011	A-A LOCK & ALARM INC	5632	General Fund	DPW-Building Maint.	lock rekeyed hp park office 5/13/11	15.00
12235 Total							43.41
12236	6/2/2011	ACCOUNTEMPS	33252985	General Fund	Finance	Temp- Phonpradith, Noy 05/16-05/18/11	959.52
12236 Total							959.52
12237	6/2/2011	AFLAC		General Fund		PR Batch 501 5 2011 Flex Participation Fee - ER	25.00
12237	6/2/2011	AFLAC		General Fund		PR Batch 501 5 2011 Flex Participation Fee - EE	50.00
12237 Total							75.00
12238	6/2/2011	AMERICAN REPROGRAPHICS CO, LLC	885323	Library Fund	Non-Dept	set copies' fee for park irrigation for Library	35.95
12238 Total							35.95
12239	6/2/2011	AT&T CALNET 2	000002372864	General Fund	Non-Dept	251-1053 04/20-05/19/2011	83.94
12239 Total							83.94
12240	6/2/2011	CAL WATER SERVICE	90069321/4-11	General Fund	DPW-Street Maint.	Station Lane-Amtrak Stn 4/5/11-5/3/11	56.46
12240 Total							56.46
12241	6/2/2011	CLEAN SOURCE	1191636-01	General Fund	DPW-Park Program	24 pk incan brass bulb HP park 5/18/11	11.37
12241	6/2/2011	CLEAN SOURCE	1191636-01	General Fund	DPW-Park Program	2cs toilet bowl cleaner HP park 5/18/11	74.77
12241 Total							86.14
12242	6/2/2011	CRAFTSMEN PRINTING	7923	General Fund	Non-Dept	EPC-printing 2500- postcards 4/8/11	981.07
12242	6/2/2011	CRAFTSMEN PRINTING	7923	General Fund	Non-Dept	EPC-printing-10 posters 13 x 19, 4/8/11	112.53
12242	6/2/2011	CRAFTSMEN PRINTING	7923	General Fund	Non-Dept	EPC-printing of 40 flyers 4/8/11	119.08
12242	6/2/2011	CRAFTSMEN PRINTING	7923	General Fund	Non-Dept	2 deliveries @ \$75.00 per delivery	150.00
12242 Total							1,362.68
12243	6/2/2011	J & N PRINTING	8699	General Fund	DPW-Engineering	800 correction postcards PW meeting date	214.13

Town of Atherton							
Checks by Date - Detail by Check Number							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12243 Total							214.13
12244	6/2/2011	HOME DEPOT CREDIT SERVICES	6570009	General Fund	DPW-Park Maint.	copper tbng plygrnd sink 4/29/11 Andersn	17.75
12244 Total							17.75
12245	6/2/2011	ILLINGWORTH & RODKIN, INC	11-061-Irv	General Fund	Pass Through	Envrmntl review Menlo School/Reimbursble	1,200.00
12245 Total							1,200.00
12246	6/2/2011	LYNCH TIM	29512	General Fund	Police	replace stale ck #29512 11/12/09 T.Lynch	15.69
12246	6/2/2011	LYNCH TIM	29512	General Fund	Police	replace stale ck #29512 11/12/09 T.Lynch	10.96
12246 Total							26.65
12247	6/2/2011	LITTLER MENDELSON PC	3693767	General Fund	Administration	Legal Fee-city Attny contract April 2011	500.00
12247 Total							500.00
12248	6/2/2011	LYNGSO GARDEN MATERIALS, INC	814352	General Fund	DPW-Park Program	decoratve bark-pavilion entrance 5/23/11	71.01
12248 Total							71.01
12249	6/2/2011	LOPEZ EDDIE	29089	General Fund	DPW-Street Maint.	replace stale chk #29080 8/28/09 E.Lopez	20.00
12249 Total							20.00
12250	6/2/2011	MARK THOMAS & COMPANY, INC.	15243	Special Tax	DPW-Engineering	land survey Park Ln/Polhemus April 2011	4,425.00
12250	6/2/2011	MARK THOMAS & COMPANY, INC.	15242	Special Tax	DPW-Engineering	land surveying-Athrtn Av Recon Apr 2011	720.00
12250 Total							5,145.00
12251	6/2/2011	MICRO KEY SOLUTIONS	994256	General Fund	Police	Alarm Softwr Upgrd&Sprrt 5/1/11-4/30/12	1,265.00
12251 Total							1,265.00
12252	6/2/2011	MUNISERVICES LLC	Kinne Const	General Fund		Bus. Lic. Kinne Const. 05/25/11	50.00
12252	6/2/2011	MUNISERVICES LLC	AAA Qty Pntg	General Fund		Bus. Lic. AAA Quality Painting 05/25/11	50.00
12252	6/2/2011	MUNISERVICES LLC	Merritts Carpet	General Fund		Bus. Lic. Merritt's Carpet Srvc 06/01/11	75.00
12252 Total							175.00
12253	6/2/2011	OFFICE DEPOT	563557749001	General Fund	Administration	Calndar Mntly erasable 48x32,Danielson	16.69
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Administration	(2) case copy paper 8.5x11 Admin	78.63
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Administration	100 manila folder letter 1/3 cut Admin	5.55
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Administration	12 rolls adding machine paper Admin	5.33
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Administration	12 papermate pens black 1.0 med Admin	0.86
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Administration	Calendar Horizontal Yearly City Mgr	9.55
12253	6/2/2011	OFFICE DEPOT	563557748001	General Fund	Administration	Return Calendar Horizontal Yearly City M	(9.55)
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Finance	(2) Correction Tape Finance	2.55
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Building	500 sheet yellow copy paper Bldg	5.21
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Building	money receipt book bldg dept	3.54
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Building	counter pen w/ chain bldg dept	1.65
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Building	Scotch tape 1-12 pk bldg dept	24.88
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Building	Sanitizer/Disinfect Oust spray bldg dept	8.71
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Building	6 pk correction tape bldg dept	7.28
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Building	left window envelopes #10 500c Bldg dept	28.39
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Building	copy paper ivory 500 sgheets bldg dept	6.00
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Building	refill pen-counter pen w/ chain bldg dpt	0.78
12253	6/2/2011	OFFICE DEPOT	563380276001	General Fund	Police	(4) case copy paper 8.5x11 P.D.	68.82
12253 Total							264.87
12254	6/2/2011	PITNEY BOWES INC	411579	General Fund	Non-Dept	(2) red ink cartridge pstage mtr 5/20/11	191.27
12254 Total							191.27
12255	6/2/2011	PRO FORCE	110254	General Fund	Police	Ammunition - Remington GSB 5 bx/50ea	87.04
12255	6/2/2011	PRO FORCE	109892/111466	General Fund	Police	Blkhwk taser holster- 9 rt,1 left handed	402.86
12255	6/2/2011	PRO FORCE	109892	General Fund	Police	Taser 21 FT Cartridges for X26 slvr blst	685.00
12255 Total							1,174.90
12256	6/2/2011	REPUBLIC ITS INC	RR-110585	General Fund	DPW-Street Maint.	scheduld maint Mddlflld @ Encinal 4/25/11	104.67

Town of Atherton							
Checks by Date - Detail by Check Number							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12256	6/2/2011	REPUBLIC ITS INC	RR-110586	General Fund	DPW-Street Maint.	set timing signal@ Encinal school 4/1/11	279.08
12256	6/2/2011	REPUBLIC ITS INC	RR-110585	General Fund	DPW-Street Maint.	scheduld maint Middlefld/Marsh 4/25/11	104.67
12256	6/2/2011	REPUBLIC ITS INC	RR-110585	General Fund	DPW-Street Maint.	scheduld maint Mddlfd/OakGrove 4/25/11	104.67
12256	6/2/2011	REPUBLIC ITS INC	RR-110586	General Fund	DPW-Street Maint.	replace LED's Mddlfd/OakGrove 4/25/11	525.48
12256 Total							1,118.57
12257	6/2/2011	SAN MATEO CNTY DEPT PUBLIC WORK	152-11	General Fund	DPW-Street Maint.	Graffiti Abatemnt NB ECR @ Lloydyn 3/11	380.00
12257	6/2/2011	SAN MATEO CNTY DEPT PUBLIC WORK	152-11	General Fund	DPW-Street Maint.	Graffiti Abatemnt Mddlfd @ Encinal 3/11	617.50
12257 Total							997.50
12258	6/2/2011	SHARP ELECTRONICS CORPORATION	AR370734	General Fund	Administration	cntct admin copier MXM550M 4/16-5/15/11	116.21
12258 Total							116.21
12259	6/10/2011	ACCLARENT, INC.	R# 0001534	General Fund		Rfd, cancelled event at HP Park 6/2/11	500.00
12259 Total							500.00
12260	6/10/2011	AT&T CALNET 2	000002388605	General Fund	Non-Dept	0600 part reception T.Hall 14/27-5/26/11	111.58
12260	6/10/2011	AT&T CALNET 2	000002388606	General Fund	Non-Dept	8099 FD reception line 4/27 - 5/26/11	435.96
12260	6/10/2011	AT&T CALNET 2	000002400551	General Fund	Non-Dept	4859 HP Park main house 5/1-5/31/11	55.20
12260	6/10/2011	AT&T CALNET 2	000002403368	General Fund	Non-Dept	4866 credit card FD,T.Hall 5/1-5/31/11	15.29
12260	6/10/2011	AT&T CALNET 2	000002400550	General Fund	Non-Dept	3232 Ath. Dames credit card 5/1-5/31/11	15.52
12260	6/10/2011	AT&T CALNET 2	000002372865	General Fund	Police	1953 Circuit# PD to 590 4/20- 5/19/11	96.78
12260	6/10/2011	AT&T CALNET 2	000002372866	General Fund	Police	8343 83 Ashfld -KCED radio 4/20- 5/19/11	56.45
12260	6/10/2011	AT&T CALNET 2	000002372871	General Fund	Police	6691 Cal water/Bear gulch 4/20 - 5/19/11	76.41
12260	6/10/2011	AT&T CALNET 2	000002372869	General Fund	Police	6689 MP fire to PD voter 4/20 -5/19/11	66.13
12260	6/10/2011	AT&T CALNET 2	000002372868	General Fund	Police	7360 Circuit data line 4/20/11 - 5/19/11	358.67
12260	6/10/2011	AT&T CALNET 2	000002372867	General Fund	Police	5840 83 Ashfld - Industrial 4/20-5/19/11	265.02
12260	6/10/2011	AT&T CALNET 2	000002372870	General Fund	Police	6690 MP police to PD voter 4/20 -5/19/11	66.13
12260 Total							1,619.14
12261	6/10/2011	CDW GOVERNMENT	VCG2994-T	General Fund	Non-Dept	Sonicwall NSA 2400 SEC-Sale tax 9/29/10	302.85
12261 Total							302.85
12262	6/10/2011	CITIES GROUP THE	April-June 2011	Worker's Comp Insurance	Non-Dept	Workers' Compensation 4/1/11 - 6/30/11	35,536.83
12262	6/10/2011	CITIES GROUP THE	April-June 2011	Worker's Comp Insurance	Non-Dept	Safety/Compliance Prog 4/1/11 - 6/30/11	1,721.33
12262 Total							37,258.16
12263	6/10/2011	COMARTIN JOE	BP10-00227	General Fund		C&D rfd, 83 Alejandra Ave, P# BP10-00227	1,000.00
12263 Total							1,000.00
12264	6/10/2011	DANIELSON ASSOCIATES INC	164	General Fund	Administration	Interim CM J. Danielson May 2011	15,000.00
12264 Total							15,000.00
12265	6/10/2011	DE LAGE FINANCIAL SERVICES,INC	9706685	General Fund	DPW-Engineering	Lease Sharp/MXM453N DPW 5/15/11 -6/14/11	152.90
12265 Total							152.90
12266	6/10/2011	DOUGLAS LAN	BP09-00103	General Fund		C&D rfd, 77 Mercedes Ln, P# BP09-00103	1,000.00
12266 Total							1,000.00
12267	6/10/2011	G. BORTOLOTTO & CO	3882 A	Gas Tax Fund		10% retention Project# 56050	(9,639.00)
12267	6/10/2011	G. BORTOLOTTO & CO	3882 A	Gas Tax Fund	DPW-Engineering	Remove & replace 6" asphalt concrete pvm	96,390.00
12267 Total							86,751.00
12268	6/10/2011	HOGHOOGHI ALEXANDER	BP11-00327	General Fund		Rfd, 340 Stevick Dr, P# BP11-00327	1,000.00
12268	6/10/2011	HOGHOOGHI ALEXANDER	BP11-00327	General Fund		Rfd, 340 Stevick Dr, P# BP11-00327	1,995.00
12268 Total							2,995.00
12269	6/10/2011	HUBB SYSTEMS, LLC	INV-CA009	General Fund	Police	6 Havis Keyboard mount (C-3329-UNV) 4/25	983.25
12269	6/10/2011	HUBB SYSTEMS, LLC	INV-CA009	General Fund	Police	6 Havis keyboard mount (C-TCB-1) 4/25/11	852.15
12269	6/10/2011	HUBB SYSTEMS, LLC	INV-CA009	General Fund	Police	6 Havis keyboard mount (C-3065-3)4/25/11	327.75
12269	6/10/2011	HUBB SYSTEMS, LLC	INV-CA009	General Fund	Police	6 Havis display adapter (C-MM-204) 4/25	190.10
12269	6/10/2011	HUBB SYSTEMS, LLC	INV-CA009	General Fund	Police	6 Havis swing away mount (C-DMM-101)	1,304.45

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Checks by Date - Detail by Check Number							
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12269	6/10/2011	HUBB SYSTEMS, LLC	INV-CA009	General Fund	Police	7 Havis slide out trunk tray (C-3190)	1,460.67
12269 Total							5,118.37
12270	6/10/2011	IEDA INC	16759	General Fund	Administration	Labor Relations consulting fee June 2011	1,030.00
12270 Total							1,030.00
12271	6/10/2011	JAZAYERI MEHDI	BP11-00227	General Fund		C&D rfd, 25 Northgate St, P# BP11-00227	1,000.00
12271 Total							1,000.00
12272	6/10/2011	KAL CONSTRUCTION	BP10-00619	General Fund		C&D rfd, 82 Lloyden Dr, P# BP10-00619	2,535.00
12272 Total							2,535.00
12273	6/10/2011	LEGACY ROOFING	BP11-00289	General Fund		C&D rfd, 35 McCormick Ln, P# BP11-00289	500.00
12273 Total							500.00
12274	6/10/2011	MARCO ROOFING	BP11-00191	General Fund		C&D rfd, 90 Faxon Rd, P# BP11-00191	500.00
12274 Total							500.00
12275	6/10/2011	MAZE & ASSOCIATES	26672	General Fund	Finance	Audit for the year ended June30, 2011	18,550.00
12275	6/10/2011	MAZE & ASSOCIATES	26672	Measure A	DPW-Engineering	Audit Measure A report FY 2011	650.00
12275 Total							19,200.00
12276	6/10/2011	OASIS DESIGN	BP11-00149	General Fund		C&D rfd, 75 Fairview Ave, P# BP11-00149	4,320.00
12276 Total							4,320.00
12277	6/10/2011	PG & E	7457969332-5/11	General Fund	Police	Police Dept. 4/27/11 - 5/25/11	2,064.49
12277 Total							2,064.49
12278	6/10/2011	PRO FORCE	110766	General Fund	Police	BHP Taser serpa duty HLST basketweave	39.20
12278 Total							39.20
12279	6/10/2011	SAN MATEO CNTY SHERIFF'S OFFIC	Driver Training	General Fund	Police	Driver trng fee A. Kockler 7/19 -7/20/11	450.00
12279	6/10/2011	SAN MATEO CNTY SHERIFF'S OFFIC	Driver Training	General Fund	Police	Driver training fee S.Hall 7/19 -7/20/11	450.00
12279 Total							900.00
12280	6/10/2011	SPRINT	130538811-042	General Fund	Police	Mobile Data Comm PD 4/26/11 - 5/25/11	431.51
12280 Total							431.51
12281	6/10/2011	STATE CONTROLLERS OFFICE	Audit FY2011	General Fund	Finance	Processing fee audit confirmation FY2011	100.00
12281 Total							100.00
12282	6/10/2011	SWEIDY KIMBERLY	P# 38664	General Fund		Rfd, cancelled business lic. fee, P#38666	126.00
12282	6/10/2011	SWEIDY KIMBERLY	P# 38664	General Fund		Rfd, cancelled permit fee, P# 38664	492.25
12282	6/10/2011	SWEIDY KIMBERLY	P# 38664	Road Const. Impact		Rfd, cancelled road impact fee, P# 38664	248.50
12282 Total							866.75
12283	6/10/2011	TEAMSTERS UNION LOCAL 856		General Fund		PR Batch 501 6 2011 Teamsters Dues	401.55
12283 Total							401.55
12284	6/10/2011	VOYAGER FLEET SYSTEMS INC.	869016477105	General Fund	Police	Motorcycle fuel May 2011	128.25
12284 Total							128.25
12285	6/10/2011	YAN CYNTHIA	BP11-00240	General Fund		C&D rfd, 48 Linden Ave, P# BP11-00240	3,750.00
12285 Total							3,750.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	4960/5-23-11/TD	General Fund	City Council	Pizza for city council meeting 5/18/11	56.52
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	4960/5-23-11/TD	General Fund	Administration	Adobe acrobat Pro T. Dellasanta 4/27/11	82.02
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5424/5-23-11/KR	General Fund	Building	Counter intellig. semnr Robertson5/12/11	50.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5424/5-23-11/KR	General Fund	Building	Counter intellig. semnr Martinez 5/12/11	50.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5424/5-23-11/KR	General Fund	Building	250 notice of correction form 5/18/11	51.10
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	4832/5-23-11/MG	General Fund	Non-Dept	Domain name change refund 5/3/11	(11.62)
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	7555/5-23-11/SH	General Fund	Non-Dept	MS Office 2010 - terminal server 5/9/11	210.99
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	7555/5-23-11/SH	General Fund	Non-Dept	Portal - school emergency coord. 5/16/11	10.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5432/5-23-11/JF	General Fund	Police	Certifion Intersect online PD April 2011	88.95
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5432/5-23-11/JF	General Fund	Police	Car washes-PD vehicles April 2011	380.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	7555/5-23-11/SH	General Fund	Police	Svc fee Dewalt mobile lock Hall May2011	19.95

Town of Atherton							
Checks by Date - Detail by Check Number							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9628/5-23-11/EE	General Fund	Police	Meal-Dignitary crse E. Enberg 5/10/11	9.81
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9628/5-23-11/EE	General Fund	Police	Meal-Dignitary crse E. Enberg 5/09/11	17.73
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9628/5-23-11/EE	General Fund	Police	Meal-Dignitary crse E. Enberg 5/09/11	19.15
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9628/5-23-11/EE	General Fund	Police	Meal-Dignitary crse E. Enberg 5/12/11	13.32
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9628/5-23-11/EE	General Fund	Police	Gas-Dignitary crse E. Enberg 5/14/11	21.10
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9628/5-23-11/EE	General Fund	Police	Lodging-Dignit crse E. Enberg 5/9- 5/13	560.76
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9628/5-23-11/EE	General Fund	Police	Meal-Dignitary crse E. Enberg 5/11/11	11.22
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5432/5-23-11/JF	General Fund	Police	Crime scene photo crse Dunphy/Kockler	190.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5432/5-23-11/JF	General Fund	Police	Reserve coordinator reg.E.Enberg 8/24-27	265.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5432/5-23-11/JF	General Fund	Police	Rfd -child exploit.crse G. Dere 5/19/11	(345.00)
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9610/5-23-11/JW	General Fund	Police	Meal Assessment trng J Wade 5/3/11	7.87
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9610/5-23-11/JW	General Fund	Police	Prkg meter Assessment trng J Wade 5/3/11	12.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9610/5-23-11/JW	General Fund	Police	Prkg meter Assessment trng J Wade 5/3/11	6.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9610/5-23-11/JW	General Fund	Police	Prkg meter Assessment trng J Wade 5/3/11	5.75
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9610/5-23-11/JW	General Fund	Police	Meal Assessment trng J Wade 5/4/11	7.30
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9610/5-23-11/JW	General Fund	Police	Prkg garage Assessment trng J Wade 5/5	13.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5432/5-23-11/JF	General Fund	Police	Crime report subscription PD May 2011	99.00
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5432/5-23-11/JF	General Fund	Police	Cable kit - Dispatch center 5/20/11	54.91
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9610/5-23-11/JW	General Fund	Police	Acrobat X Pro upgrade Dispatch 5/10/11	188.98
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9628/5-23-11/EE	General Fund	Police	Gas-Dignitary crse E. Enberg 5/11/11	45.07
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	9610/5-23-11/JW	General Fund	Police	Out tags resident keys J. Wade 5/5/11	19.67
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	7555/5-23-11/SH	General Fund	Police	Amazon purchase in error to be reimburse	12.99
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	7555/5-23-11/SH	General Fund	Police	Amazon purchase in error to be reimburse	12.99
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	7555/5-23-11/SH	General Fund	Police	Amazon purchase in error to be reimburse	3.99
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	2 Disinf wipe PD supplies 5/4/11	34.09
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	12 oz hot cup 1000ct PD 5/4/11	54.61
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	Dinner plate 10 5/8" 150ct (2) PD 5/4/11	31.51
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	12 oz PPR bowl 175ct PD 5/4/11	9.49
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	8.5" PPR plate 276ct PD 5/4/11	18.88
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	Fork white hwt 1000ct PD 5/4/11	18.61
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	Knife white hwt 1000ct PD 5/4/11	18.61
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	Spoon white hwt 1000ct PD 5/4/11	18.61
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	IBS Nat Lnr 40"X46" 250ct PD 5/4/11	27.62
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	Kitchen bag 200/13 gallon PD 5/4/11	16.12
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	33 gallon drawstring bag 90ct PD 5/4/11	18.82
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	30 ampad* memo 3X5/top bind PD 5/4/11	34.41
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	Desk stapler PD 5/4/11	17.36
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	HP colorjet Q6001A/cyan PD 5/4/11	82.80
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	HP colorjet Q6002A/yellow PD 5/4/11	82.80
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	HP colorjet Q6003A/magnta PD 5/4/11	82.80
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	CD-R/52X/100ct PD 5/4/11	40.18
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	CD/DVD cases/50 PD 5/4/11	29.26
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	Pain relief 360ct PD 5/4/11	20.94
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	Pain relief extra strength PD 5/4/11	20.27
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5465/5-23-11/SP	General Fund	Police	HP colorjet Q6002A/yellow PD 5/4/11	(83.18)
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5408/5-23-11/ST	General Fund	DPW-Park Maint.	4 steel pipe for well repairs Park 4/21/	435.89
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5408/5-23-11/ST	General Fund	DPW-Park Maint.	Portable restrm rental Park4/13 -5/10/11	381.48
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5408/5-23-11/ST	General Fund	DPW-Park Maint.	Irrigation controller web fee May 2011	134.30
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5408/5-23-11/ST	General Fund	DPW-Park Program	Park internet fee May 2011	60.00

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Checks by Date - Detail by Check Number							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5408/5-23-11/ST	General Fund	DPW-Park Program	2 Pod rental Park 5/6/11 - 6/5/11	382.38
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5432/5-23-11/JF	General Fund	DPW-Park Program	3 Index tabs (12 tabs) HP Park 5/20/11	43.67
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5432/5-23-11/JF	General Fund	DPW-Park Program	Flag - HP Park 5/16/11	48.26
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5408/5-23-11/ST	General Fund	DPW-Park Program	Paint for Pavilion interior Park 5/12/11	73.63
12286	6/10/2011	IMPAC. GOVERNMENT SERVICES	5408/5-23-11/ST	General Fund	DPW-Building Maint.	Carpet box elect. repair in Admin 5/4/11	14.16
12286 Total							4,408.90
12287	6/16/2011	STATE OF CA DEPT OF INDUSTRIAL RE	E-919762-SJ	General Fund	DPW-Park Maint.	Insp, Elevator #135956 HP Park 4/13/11	125.00
12287 Total							125.00
12288	6/16/2011	ACCONTEMPS	33295155	General Fund	Finance	Temp, Phonpradith, Noy 05/23-05/25/11	959.52
12288	6/16/2011	ACCONTEMPS	33337077	General Fund	Finance	Temp, Phonpradith, Noy 05/31-06/02/11	959.52
12288 Total							1,919.04
12289	6/16/2011	AT&T CALNET 2	000002400549	General Fund	Police	5396 ESL service Line PD 05/01-05/31/11	55.81
12289	6/16/2011	AT&T CALNET 2	000002388604	General Fund	Police	0280 Disaster Line PD 04/27-05/26/11	209.57
12289	6/16/2011	AT&T CALNET 2	000002388603	General Fund	Police	0686 Alarm line PD shed 04/27-05/26/11	15.53
12289 Total							280.91
12290	6/16/2011	BURKE,WILLIAMS&SORENSEN LLP	146644	General Fund	Pass Through	Planning Deposit Menlo School April 2011	110.00
12290	6/16/2011	BURKE,WILLIAMS&SORENSEN LLP	146644	General Fund	City Attorney	Monthly Retainer Services April 2011	11,000.00
12290	6/16/2011	BURKE,WILLIAMS&SORENSEN LLP	146644	General Fund	City Attorney	Planning Legal Services April 2011	682.00
12290	6/16/2011	BURKE,WILLIAMS&SORENSEN LLP	146644	General Fund	City Attorney	Bldg Legal Services April 2011	220.00
12290	6/16/2011	BURKE,WILLIAMS&SORENSEN LLP	146644	General Fund	City Attorney	DPW Legal Services April 2011	1,342.00
12290	6/16/2011	BURKE,WILLIAMS&SORENSEN LLP	146644	General Fund	City Attorney	Other Legal Services April 2011	25,162.77
12290	6/16/2011	BURKE,WILLIAMS&SORENSEN LLP	147144	General Fund	City Attorney	fees-professional svcs rendered May 2011	135.00
12290	6/16/2011	BURKE,WILLIAMS&SORENSEN LLP	147144	General Fund	City Attorney	Disbursements made to acct May 2011	312.26
12290	6/16/2011	BURKE,WILLIAMS&SORENSEN LLP	146644	Library Fund	Non-Dept	Library-JPA April 2011	462.00
12290 Total							39,426.03
12291	6/16/2011	CA DEPT JUSTICE ACCOUNTING OFF	847070	Special Tax	DPW-Engineering	fingerprint hvac emp 5/4/11-reimb by Cnt	224.00
12291 Total							224.00
12292	6/16/2011	CAL WATER SERVICE	62126158/511	General Fund	City Council	94 Ashfield-Council Chambers 4/5-5/3/11	41.07
12292	6/16/2011	CAL WATER SERVICE	91512681/511	General Fund	Administration	91 Ashfield-Admin 4/5-5/3/11	18.05
12292	6/16/2011	CAL WATER SERVICE	91512699/511	General Fund	Planning	Station Lane Meter Planning 4/5-5/3/11	2.72
12292	6/16/2011	CAL WATER SERVICE	91512699/511	General Fund	Building	Station Lane Meter Bldg 4/5-5/3/11	16.35
12292	6/16/2011	CAL WATER SERVICE	91512664/511	General Fund	Police	83 Ashfield-Police Dept 4/5-5/3/11	31.86
12292	6/16/2011	CAL WATER SERVICE	91512699/511	General Fund	DPW-Engineering	Station Lane Meter DPW 4/5-5/3/11	8.18
12292	6/16/2011	CAL WATER SERVICE	89763897/511	General Fund	DPW-Street Maint.	Maple Ave 4/5-5/3/11	119.54
12292	6/16/2011	CAL WATER SERVICE	90069321/511	General Fund	DPW-Street Maint.	Station Lane Amtrak Station 5/4-6/2/11	295.33
12292	6/16/2011	CAL WATER SERVICE	62051509/511	General Fund	DPW-Street Maint.	Alameda & Atherton Ave 4/5-5/3/11	123.07
12292	6/16/2011	CAL WATER SERVICE	62051499/511	General Fund	DPW-Street Maint.	El Camino Real 4/5-5/3/11	72.42
12292	6/16/2011	CAL WATER SERVICE	97947324/511	General Fund	DPW-Street Maint.	El Camino Real (2) 4/26-5/24/11	221.31
12292	6/16/2011	CAL WATER SERVICE	62051537/511	General Fund	DPW-Park Program	150 Watkins 4/26-5/24/11	174.79
12292	6/16/2011	CAL WATER SERVICE	62051537fr/511	General Fund	DPW-Park Program	150 Watkins(Fire Protection) 5/1-5/31/11	29.31
12292	6/16/2011	CAL WATER SERVICE	97127159/511	Library Fund	Non-Dept	2 Station Lane/Library 4/5-5/3/11	41.07
12292 Total							1,195.07
12293	6/16/2011	CCJWSA	2011	General Fund	Police	CA crimlnl jstc Wrrnt Svc Directory 2011	25.00
12293 Total							25.00
12294	6/16/2011	CHRISTENSEN TRISHA	02523	General Fund	Non-Dept	Create EPC atherton2020 website VGardner	8,070.00
12294 Total							8,070.00
12295	6/16/2011	CITY OF REDWOOD CITY	BR25972	General Fund	Non-Dept	RWC IT Services 17 hrs, May 2011	2,307.00
12295	6/16/2011	CITY OF REDWOOD CITY	BR25901	General Fund	Police	Repair Mirror AT39 Police Patrol 4/13/11	119.49
12295	6/16/2011	CITY OF REDWOOD CITY	BR25901	General Fund	Police	Install Comp/Wiring AT73 Cmmnd 4/14/11	848.66

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Checks by Date - Detail by Check Number							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12295	6/16/2011	CITY OF REDWOOD CITY	BR25901	General Fund	Police	Lub/Service AT32 Chief Guerra 4/22/11	19.05
12295	6/16/2011	CITY OF REDWOOD CITY	BR25901	General Fund	Police	Replace Wipers AT32 Chief Guerra 4/25/11	33.85
12295	6/16/2011	CITY OF REDWOOD CITY	BR25901	General Fund	Police	Repairs/Service AT77 PD Patrol 4/26/11	258.19
12295	6/16/2011	CITY OF REDWOOD CITY	BR25901	General Fund	Police	Wipers/Bulbs/Fix Wndw AT77 PD 4/26/11	105.99
12295	6/16/2011	CITY OF REDWOOD CITY	BR25901	General Fund	Police	Repair Trans Leak AT77 PD Patrol 4/26/11	250.95
12295	6/16/2011	CITY OF REDWOOD CITY	BR25901	General Fund	Police	Rpr Left RearTire AT72 PD Patrol 4/28/11	59.75
12295	6/16/2011	CITY OF REDWOOD CITY	BR25901	General Fund	Police	Install Data 911 tray AT77 Patrol 5/2/11	238.98
12295	6/16/2011	CITY OF REDWOOD CITY	BR25901	General Fund	Police	Tire Pressure/Flat AT76 PD Patrol 5/2/11	71.70
12295 Total							4,313.61
12296	6/16/2011	CLARK PEST CONTROL	11220249	General Fund	DPW-Park Maint.	Weed Control HP park maint svc May 2011	855.00
12296	6/16/2011	CLARK PEST CONTROL	11260537	Library Fund	Non-Dept	Pest control Library maint svc May 2011	95.00
12296 Total							950.00
12297	6/16/2011	CSG CONSULTANTS INC	020049	General Fund	Building	Bldg Official Service 4/1-4/30/2011	12,337.50
12297	6/16/2011	CSG CONSULTANTS INC	020049	General Fund	Building	Bldg Official Srvc Adjustment March 2011	8,861.00
12297	6/16/2011	CSG CONSULTANTS INC	020050	General Fund	Building	Contract insp - 93 broadacres 04/14/2011	170.00
12297	6/16/2011	CSG CONSULTANTS INC	020160	General Fund	Non-Dept	Code Enforc Svs 3/26-4/29/2011	4,944.00
12297 Total							26,312.50
12298	6/16/2011	DMS FACILITY SERVICES, INC	RC-D064849	General Fund	DPW-Building Maint.	Janitorial Service Town Hall/PD Jun 2011	682.25
12298	6/16/2011	DMS FACILITY SERVICES, INC	RC-D064849	General Fund	DPW-Building Maint.	Janitorial Service PD Modular Jun 2011	121.40
12298	6/16/2011	DMS FACILITY SERVICES, INC	RC-D064849	General Fund	DPW-Building Maint.	Janitorial Service DPW Modular Jun 2011	127.39
12298	6/16/2011	DMS FACILITY SERVICES, INC	RC-D064849	General Fund	DPW-Building Maint.	Janitorial Service Addition Mod Jun 2011	161.59
12298	6/16/2011	DMS FACILITY SERVICES, INC	RC-D064849	General Fund	DPW-Building Maint.	Janitorial Service Corp Yard Jun 2011	213.72
12298	6/16/2011	DMS FACILITY SERVICES, INC	RC-D064849	Library Fund	Non-Dept	Janitorial Service Library Jun 2011	493.24
12298 Total							1,799.59
12299	6/16/2011	DUNBAR ARMORED INC	2908440	General Fund	Finance	Armored Car Service June 2011	112.77
12299	6/16/2011	DUNBAR ARMORED INC	2908440	General Fund	Finance	Fuel Surcharge June 2011	17.99
12299	6/16/2011	DUNBAR ARMORED INC	2908440	General Fund	Non-Dept	Maintenance Fee June 2011	10.66
12299 Total							141.42
12300	6/16/2011	DUNPHY DONALD	May 24-26,2011	General Fund	Police	Lunch Crime Scene trng D.Dunphy 5/24/11	9.75
12300	6/16/2011	DUNPHY DONALD	May 24-26,2011	General Fund	Police	Lunch Crime Scene trng D.Dunphy 5/25/11	11.13
12300	6/16/2011	DUNPHY DONALD	May 24-26,2011	General Fund	Police	Lunch Crime Scene trng D.Dunphy 5/26/11	15.00
12300	6/16/2011	DUNPHY DONALD	May 24-26,2011	General Fund	Police	reimb milge crm scn DDunphy 5/24-5/26/11	50.90
12300 Total							86.78
12301	6/16/2011	HALL SHERMAN	May 17-18,2011	General Fund	Police	Lunch ICAC Conf S.Hall 5/17/11	17.98
12301	6/16/2011	HALL SHERMAN	May 17-18,2011	General Fund	Police	Lunch ICAC Conf S.Hall 5/18/11	20.20
12301	6/16/2011	HALL SHERMAN	May 17-18,2011	General Fund	Police	Parking ICAC Conf S.Hall 5/17-5/18/11	36.00
12301 Total							74.18
12302	6/16/2011	INTERWEST CONSULTING GROUP, INC	10984	Storm Drainage Dt	DPW-Engineering	review,Rwqbc for Swppp M.Kashiwagi 4/11	4,735.00
12302 Total							4,735.00
12303	6/16/2011	KOCKLER ANTHONY	May 24-26,2011	General Fund	Police	Lunch Crime Scene trng A.Kockler 5/24/11	9.75
12303	6/16/2011	KOCKLER ANTHONY	May 24-26,2011	General Fund	Police	Lunch Crime Scene trng A.Kockler 5/25/11	8.07
12303	6/16/2011	KOCKLER ANTHONY	May 24-26,2011	General Fund	Police	Lunch Crime Scene trng A.Kockler 5/26/11	15.30
12303 Total							33.12
12304	6/16/2011	KOFF & ASSOCIATES, INC.	1156	General Fund	Administration	Town employee hndbk 1st Draft May 2011	3,500.00
12304	6/16/2011	KOFF & ASSOCIATES, INC.	1156	General Fund	Administration	Layoff Preparation May 2011	560.00
12304 Total							4,060.00
12305	6/16/2011	LYNGSO GARDEN MATERIALS, INC	814592	General Fund	DPW-Park Program	Decorative Bark Wedding Area Pviln 5/11	35.51
12305	6/16/2011	LYNGSO GARDEN MATERIALS, INC	814479	General Fund	DPW-Park Program	Decorative Bark Wedding Area Pviln 5/11	71.01
12305 Total							106.52

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12306	6/16/2011	MERCER JOSEPH	Apr-Jun 2011	Employee Benefits fund	DPW-Park Maint.	Apr-Jun 2011 retiree health reimb JMercer	212.82
12306 Total							212.82
12308	6/16/2011	MUNISERVICES LLC	Lozanos Aeratin	General Fund		Bus Lic Lozano's Aerating June 8, 2011	50.00
12308	6/16/2011	MUNISERVICES LLC	Gielow Roofing	General Fund		Bus Lic Gielow Roofing June 13, 2011	50.00
12308	6/16/2011	MUNISERVICES LLC	Limey Roofing	General Fund		Bus Lic Limey Roofing June 13, 2011	50.00
12308	6/16/2011	MUNISERVICES LLC	Aqua Blue Pool	General Fund		Bus Lic Aqua Blue Pool Co June 14, 2011	150.00
12308	6/16/2011	MUNISERVICES LLC	Grt Amer Plumbg	General Fund		Bus Lic Great American Plmbng Co 6/17/11	75.00
12308 Total							375.00
12309	6/16/2011	NEAL MARTIN & ASSOCIATES	1133	General Fund	Pass Through	Menlo School Planning Srvc 4/1-4/30/11	2,257.50
12309	6/16/2011	NEAL MARTIN & ASSOCIATES	1133	General Fund	Pass Through	Sacred Heart Planning Srvc 4/1-4/30/11	704.50
12309	6/16/2011	NEAL MARTIN & ASSOCIATES	1133	General Fund	Planning	Planning Services 4/1-4/30/11	13,011.64
12309	6/16/2011	NEAL MARTIN & ASSOCIATES	1134	Library Fund	Non-Dept	150 Watkins/Library Planning 4/1-4/30/11	1,689.25
12309 Total							17,662.89
12310	6/16/2011	O'NELSON & SON	BP11-00314	General Fund		refund C&D 246 Atherton Av BP11-00314	1,000.00
12310 Total							1,000.00
12311	6/16/2011	OFFICE DEPOT	566603099001	General Fund	Police	Toner- dispatch printer June 2011	73.19
12311 Total							73.19
12312	6/16/2011	PG & E	5678831050/511	General Fund	Administration	Ashfield/Town Hall 04/27-05/25/11	530.13
12312	6/16/2011	PG & E	5678831560/511	General Fund	Planning	Station Lane Planning 04/27-05/25/11	13.53
12312	6/16/2011	PG & E	5678831560/511	General Fund	Building	Station Lane Bldg 04/27-05/25/11	81.18
12312	6/16/2011	PG & E	5678831560/511	General Fund	DPW-Engineering	Station Lane DPW 04/27-05/25/11	40.59
12312	6/16/2011	PG & E	5678831025/511	General Fund	DPW-Street Maint.	Signal-Middlefield/OakGrove 4/28-5/26/11	38.23
12312	6/16/2011	PG & E	5678831015/5-11	General Fund	DPW-Street Maint.	Signal E/S Middlefield 4/28-5/26/11	47.61
12312	6/16/2011	PG & E	5678831020/5-11	General Fund	DPW-Street Maint.	Signal-Marsh/Middlefield 4/28-5/26/11	8.58
12312	6/16/2011	PG & E	5678831002etal5	General Fund	DPW-Street Maint.	Street Lights05/04-06/02/11	4,058.99
12312	6/16/2011	PG & E	95313129439/511	General Fund	DPW-Street Maint.	93 Dinkelspiel Station Ln 04/27-05/25/11	186.37
12312	6/16/2011	PG & E	8671355582-8/51	General Fund	DPW-Street Maint.	Signal Middlefield/Encinal 4/28-5/26/11	35.92
12312	6/16/2011	PG & E	9291302548-9/51	General Fund	DPW-Street Maint.	Station Lane/Corp Yard 4/27-5/25/11	73.17
12312	6/16/2011	PG & E	3457969588-2/51	General Fund	DPW-Street Maint.	Signal El Camino/Atherton 4/27-5/25/11	38.35
12312	6/16/2011	PG & E	5678831040/511	General Fund	DPW-Park Maint.	Pump 150 Watkins 04/29-05/26/11	621.44
12312	6/16/2011	PG & E	5678831035/511	General Fund	DPW-Park Program	Modular Bldg 150 Watkins 4/28-5/26/11	500.80
12312	6/16/2011	PG & E	5678831030/511	General Fund	DPW-Park Program	Activity Bldg 150 Watkins 04/28-5/26/11	331.60
12312	6/16/2011	PG & E	91663025566/511	Library Fund	Non-Dept	Atherton Library 04/27-05/25/11	497.35
12312 Total							7,103.84
12313	6/16/2011	ARBORICULTURAL SPECIALTIES, INC	16986	General Fund	DPW-Street Maint.	Tree work - Streets - FY10/11-May 2011	8,800.00
12313 Total							8,800.00
12314	6/16/2011	21ST CENTURY ENVIRONMENTAL MAN	29400383305	General Fund	DPW-Street Maint.	Remove haz-waste from corp yard 5/3/11	2,144.25
12314 Total							2,144.25
12315	6/16/2011	RECALL SECURE DESTRUCTION SERV	2303019330	General Fund	Police	Shred Documents PD 04/29/11	40.00
12315	6/16/2011	RECALL SECURE DESTRUCTION SERV	2303019330	General Fund	Police	Shred Documents PD 05/13/11	40.00
12315	6/16/2011	RECALL SECURE DESTRUCTION SERV	2303019330	General Fund	Police	Security Administration Fee May 2011	15.00
12315 Total							95.00
12316	6/16/2011	RED WING SHOE-REDWOOD CITY	1520000005131	General Fund	DPW-Street Maint.	Safety Boots per mou T.Henderson 6/4/11	125.35
12316	6/16/2011	RED WING SHOE-REDWOOD CITY	1520000005104	General Fund	DPW-Park Program	Safety Boots per mou, R.Espino 5/16/11	195.00
12316 Total							320.35
12317	6/16/2011	RENNE SLOAN HOLTZMAN SAKAI LLP	18701	General Fund	Administration	Review draft Layoff notices May 2011	440.80
12317 Total							440.80
12318	6/16/2011	SAN MATEO CNTY INFO SERV DEPT	1YAT11105	General Fund	Police	Microwave Micro Channel PD May 2011	152.00
12318	6/16/2011	SAN MATEO CNTY INFO SERV DEPT	1YAT11105	General Fund	Police	Message Switch lines PD May 2011	1,046.50

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12318 Total							1,198.50
12319	6/16/2011	SAN MATEO CNTY CONTROLLERS OFF	May 2011	General Fund	Police	Allocation of parking penalty - May 2011	473.70
12319	6/16/2011	SAN MATEO CNTY CONTROLLERS OFF	April 2011	General Fund	Police	Allocation of parking penalty - Apr 2011	625.70
12319 Total							1,099.40
12320	6/16/2011	SAN MATEO CNTY SHERIFF'S OFFIC	8855	General Fund	Police	Live Scan Srvc Per diem dispatch May2011	18.00
12320 Total							18.00
12321	6/16/2011	WILLIAMS SCOTSMAN, INC	95716256	General Fund	Police	Rent - Pd Trailer 05/29-06/28/11	718.55
12321 Total							718.55
12322	6/16/2011	STEAM SYSTEM	June 2011	General Fund	DPW-Park Program	Steam clean all Pavilion Carpets 6/3/11	260.00
12322 Total							260.00
12323	6/16/2011	STUART M. FLASHMAN	April 2011	General Fund	Non-Dept	Atherton share Legal fees HSR April 2011	7,254.41
12323 Total							7,254.41
12324	6/16/2011	TURBO DATA SYSTEMS INC	17810	General Fund	Police	(18) Citation Processing May 2011	25.20
12324	6/16/2011	TURBO DATA SYSTEMS INC	17810	General Fund	Police	Admin Adjudication Service May 2011	3.68
12324	6/16/2011	TURBO DATA SYSTEMS INC	17810	General Fund	Police	Notice Processing May 2011	5.36
12324	6/16/2011	TURBO DATA SYSTEMS INC	17810	General Fund	Police	Final Notice Letters May 2011	6.03
12324 Total							40.27
12325	6/16/2011	UNIFIRST CORPORATION	3800424694	General Fund	DPW-Street Maint.	Uniform Svc B.Butler 5/12/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800424694	General Fund	DPW-Street Maint.	Uniform Svc J.Andrade 5/12/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800424694	General Fund	DPW-Street Maint.	Uniform Svc E.Lopez 5/12/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800424694	General Fund	DPW-Street Maint.	Uniform Svc T.Henderson 5/12/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800421443	General Fund	DPW-Street Maint.	Uniform Svc B.Butler 4/28/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800418368	General Fund	DPW-Street Maint.	Mats 3x5, 4x6 HP Park Maint 4/14/11	41.02
12325	6/16/2011	UNIFIRST CORPORATION	3800418369	General Fund	DPW-Street Maint.	Mats 3 x 5 Scrapers HP Park Mnt 4/14/11	15.00
12325	6/16/2011	UNIFIRST CORPORATION	3800419900	General Fund	DPW-Street Maint.	Uniform Svc B.Butler 4/21/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800419900	General Fund	DPW-Street Maint.	Uniform Svc J.Andrade 4/21/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800419900	General Fund	DPW-Street Maint.	Uniform Svc E.Lopez 4/21/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800419900	General Fund	DPW-Street Maint.	Uniform Svc T.Henderson 4/21/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800419901	General Fund	DPW-Street Maint.	Mats 3 x 5 HP Park Maint 4/21/11	59.00
12325	6/16/2011	UNIFIRST CORPORATION	3800423054	General Fund	DPW-Street Maint.	Uniform Svc J.Andrade 5/5/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800423054	General Fund	DPW-Street Maint.	Uniform Svc E.Lopez 5/5/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800423054	General Fund	DPW-Street Maint.	Uniform Svc T.Henderson 5/5/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800423055	General Fund	DPW-Street Maint.	Mats 3 x 5 HP Park Maint 5/5/11	59.00
12325	6/16/2011	UNIFIRST CORPORATION	3800421443	General Fund	DPW-Street Maint.	Uniform Svc J.Andrade 4/28/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800421443	General Fund	DPW-Street Maint.	Uniform Svc E.Lopez 4/28/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800421443	General Fund	DPW-Street Maint.	Uniform Svc T.Henderson 4/28/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800423054	General Fund	DPW-Street Maint.	Uniform Svc B.Butler 5/5/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800426320	General Fund	DPW-Street Maint.	Uniform Svc B.Butler 5/19/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800426320	General Fund	DPW-Street Maint.	Uniform Svc J.Andrade 5/19/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800426320	General Fund	DPW-Street Maint.	Uniform Svc E.Lopez 5/19/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800426320	General Fund	DPW-Street Maint.	Uniform Svc T.Henderson 5/19/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800426321	General Fund	DPW-Street Maint.	Mats 3 x 5 HP Park Maint 5/19/11	59.00
12325	6/16/2011	UNIFIRST CORPORATION	3800427920	General Fund	DPW-Street Maint.	Uniform Svc B.Butler 5/26/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800427920	General Fund	DPW-Street Maint.	Uniform Svc J.Andrade 5/26/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800427920	General Fund	DPW-Street Maint.	Uniform Svc E.Lopez 5/26/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800427920	General Fund	DPW-Street Maint.	Uniform Svc T.Henderson 5/26/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800429528	General Fund	DPW-Street Maint.	Uniform Svc T.Henderson 6/2/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800431082	General Fund	DPW-Street Maint.	Mats 3 x 5 Scraper Park Maint 6/9/11	15.00
12325	6/16/2011	UNIFIRST CORPORATION	3800429529	General Fund	DPW-Street Maint.	Mats 3 x 5 HP Park Maint 6/2/11	59.00

Town of Atherton							
Checks by Date - Detail by Check Number							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12325	6/16/2011	UNIFIRST CORPORATION	3800429528	General Fund	DPW-Street Maint.	Uniform Svc B.Butler 6/2/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800429528	General Fund	DPW-Street Maint.	Uniform Svc J.Andrade 6/2/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800429528	General Fund	DPW-Street Maint.	Uniform Svc E.Lopez 6/2/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800424695	General Fund	DPW-Street Maint.	Mats 3 x 5 Scraper HP Park Maint 5/12/11	15.00
12325	6/16/2011	UNIFIRST CORPORATION	3800424694	General Fund	DPW-Street Maint.	Mats 3 x 5 Scraper, 4X6 Maint 5/12/11	41.02
12325	6/16/2011	UNIFIRST CORPORATION	3800417000	General Fund	DPW-Street Maint.	Uniform Svc B.Butler 4/7/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800417000	General Fund	DPW-Street Maint.	Uniform Svc E.Lopez 4/7/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800417000	General Fund	DPW-Street Maint.	Uniform Svc J.Andrade 4/7/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800417000	General Fund	DPW-Street Maint.	Uniform Svc T.Henderson 4/7/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800418368	General Fund	DPW-Street Maint.	Uniform Svc J.Andrade 4/14/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800418368	General Fund	DPW-Street Maint.	Uniform Svc B.Butler 4/14/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800418368	General Fund	DPW-Street Maint.	Uniform Svc T.Henderson 4/14/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800418368	General Fund	DPW-Street Maint.	Uniform Svc E.Lopez 4/14/11	13.97
12325	6/16/2011	UNIFIRST CORPORATION	3800417001	General Fund	DPW-Street Maint.	Mats 3 x 5 HP Park Maint 4/7/11	59.00
12325	6/16/2011	UNIFIRST CORPORATION	3800418368	General Fund	DPW-Street Maint.	Environmental Fee 4/14/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800419900	General Fund	DPW-Street Maint.	Environmental Fee 4/21/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800423054	General Fund	DPW-Street Maint.	Environmental Fee 5/5/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800421443	General Fund	DPW-Street Maint.	Environmental Fee 4/28/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800426320	General Fund	DPW-Street Maint.	Environmental Fee 5/19/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800427920	General Fund	DPW-Street Maint.	Environmental Fee 5/26/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800429528	General Fund	DPW-Street Maint.	Environmental Fee 6/2/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800429529	General Fund	DPW-Street Maint.	Environmental Fee 6/2/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800424694	General Fund	DPW-Street Maint.	Environmental Fee 5/12/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800417000	General Fund	DPW-Street Maint.	Environmental Fee 4/7/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800417001	General Fund	DPW-Street Maint.	Environmental Fee 4/7/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800423055	General Fund	DPW-Park Program	Uniform Svc R.Espino 5/5/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800419901	General Fund	DPW-Park Program	Uniform Svc M.Anderson 4/21/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800419901	General Fund	DPW-Park Program	Uniform Svc R.Espino 4/21/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800418369	General Fund	DPW-Park Program	Uniform Svc M.Anderson 4/14/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800418369	General Fund	DPW-Park Program	Uniform Svc R.Espino 4/14/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800423055	General Fund	DPW-Park Program	Uniform Svc M.Anderson 5/5/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800421444	General Fund	DPW-Park Program	Uniform Svc M.Anderson 4/28/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800421444	General Fund	DPW-Park Program	Uniform Svc R.Espino 4/28/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800426321	General Fund	DPW-Park Program	Uniform Svc M.Anderson 5/19/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800426321	General Fund	DPW-Park Program	Uniform Svc R.Espino 5/19/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800431082	General Fund	DPW-Park Program	Uniform Svc M.Anderson 6/9/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800431082	General Fund	DPW-Park Program	Uniform Svc R.Espino 6/9/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800427921	General Fund	DPW-Park Program	Uniform Svc M.Anderson 5/26/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800427921	General Fund	DPW-Park Program	Uniform Svc R.Espino 5/26/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800429529	General Fund	DPW-Park Program	Uniform Svc M.Anderson 6/2/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800429529	General Fund	DPW-Park Program	Uniform Svc R.Espino 6/2/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800424695	General Fund	DPW-Park Program	Uniform Svc M.Anderson 5/12/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800424695	General Fund	DPW-Park Program	Uniform Svc R.Espino 5/12/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800417001	General Fund	DPW-Park Program	Uniform Svc M.Anderson 4/7/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800417001	General Fund	DPW-Park Program	Uniform Svc R.Espino 4/7/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800415927	General Fund	DPW-Park Program	Uniform Svc M.Anderson 3/31/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800415927	General Fund	DPW-Park Program	Uniform Svc R.Espino 3/31/11	16.15
12325	6/16/2011	UNIFIRST CORPORATION	3800423055	General Fund	DPW-Park Program	Environmental Fee 5/5/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800419901	General Fund	DPW-Park Program	Replace-Towel Bar 4/21/11	1.94

Town of Atherton							
Checks by Date - Detail by Check Number							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12325	6/16/2011	UNIFIRST CORPORATION	3800419901	General Fund	DPW-Park Program	Environmental Fee 4/21/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800418369	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 4/14/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800418369	General Fund	DPW-Park Program	Towel Bar Bag Replacement 4/14/11	2.60
12325	6/16/2011	UNIFIRST CORPORATION	3800418369	General Fund	DPW-Park Program	Replace-Towel Bar 4/14/11	1.94
12325	6/16/2011	UNIFIRST CORPORATION	3800418369	General Fund	DPW-Park Program	Environmental Fee 4/14/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800419901	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 4/21/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800419901	General Fund	DPW-Park Program	Towel Bar Bag Replacement 4/21/11	3.25
12325	6/16/2011	UNIFIRST CORPORATION	3800423055	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 5/5/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800423055	General Fund	DPW-Park Program	Towel Bar Bag Replacement 5/5/11	2.60
12325	6/16/2011	UNIFIRST CORPORATION	3800423055	General Fund	DPW-Park Program	Replace-Towel Bar 5/5/11	1.94
12325	6/16/2011	UNIFIRST CORPORATION	3800421444	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 4/28/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800421444	General Fund	DPW-Park Program	Towel Bar Bag Replacement 4/28/11	2.60
12325	6/16/2011	UNIFIRST CORPORATION	3800421444	General Fund	DPW-Park Program	Environmental Fee 4/28/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800423054	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 5/5/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800423054	General Fund	DPW-Park Program	Dry Mops 36"&48" HP Park Maint 5/5/11	5.25
12325	6/16/2011	UNIFIRST CORPORATION	3800426321	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 5/19/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800426321	General Fund	DPW-Park Program	Towel Bar Bag Replacement 5/19/11	2.60
12325	6/16/2011	UNIFIRST CORPORATION	3800426321	General Fund	DPW-Park Program	Replace Towel Bar HP Park Maint 5/19/11	1.94
12325	6/16/2011	UNIFIRST CORPORATION	3800426321	General Fund	DPW-Park Program	Environmental Fee 5/19/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800431082	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 6/9/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800431082	General Fund	DPW-Park Program	Towel Bar Bag Replacement 6/9/11	2.60
12325	6/16/2011	UNIFIRST CORPORATION	3800431082	General Fund	DPW-Park Program	Replace Towel Bar HP Park Maint 6/9/11	1.94
12325	6/16/2011	UNIFIRST CORPORATION	3800431082	General Fund	DPW-Park Program	Environmental Fee 6/9/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800427921	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 5/26/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800427921	General Fund	DPW-Park Program	Towel Bar Bag Replacement 5/26/11	2.60
12325	6/16/2011	UNIFIRST CORPORATION	3800427921	General Fund	DPW-Park Program	Replace Towel Bar HP Park Maint 5/26/11	1.94
12325	6/16/2011	UNIFIRST CORPORATION	3800427921	General Fund	DPW-Park Program	Environmental Fee 5/26/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800429529	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 6/2/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800429529	General Fund	DPW-Park Program	Towel Bar Bag Replacement 6/2/11	2.60
12325	6/16/2011	UNIFIRST CORPORATION	3800429529	General Fund	DPW-Park Program	Replace Towel Bar HP Park Maint 6/2/11	1.94
12325	6/16/2011	UNIFIRST CORPORATION	3800429528	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 6/2/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800429528	General Fund	DPW-Park Program	Dry Mops 36"&48" HP Park Maint 6/2/11	5.25
12325	6/16/2011	UNIFIRST CORPORATION	3800424695	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 5/12/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800424695	General Fund	DPW-Park Program	Towel Bar Bag Replacement 5/12/11	2.60
12325	6/16/2011	UNIFIRST CORPORATION	3800424695	General Fund	DPW-Park Program	Replace Towel Bar HP Park Maint 5/12/11	1.94
12325	6/16/2011	UNIFIRST CORPORATION	3800424695	General Fund	DPW-Park Program	Environmental Fee 5/12/11	6.00
12325	6/16/2011	UNIFIRST CORPORATION	3800417000	General Fund	DPW-Park Program	Dry Mops 36"&48" HP Park Maint 4/7/11	5.25
12325	6/16/2011	UNIFIRST CORPORATION	3800417000	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 4/7/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800417001	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 4/7/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800417001	General Fund	DPW-Park Program	Towel Bar Bag Replacement 4/7/11	2.60
12325	6/16/2011	UNIFIRST CORPORATION	3800415927	General Fund	DPW-Park Program	Towel Bar Bag Replacement 3/31/11	2.60
12325	6/16/2011	UNIFIRST CORPORATION	3800415927	General Fund	DPW-Park Program	Mops-Wet 24 oz HP Park Maint 3/31/11	3.60
12325	6/16/2011	UNIFIRST CORPORATION	3800415927	General Fund	DPW-Park Program	Replace-Towel Bar 3/31/11	1.94
12325	6/16/2011	UNIFIRST CORPORATION	3800415927	General Fund	DPW-Park Program	Environmental Fee 3/31/11	6.00
12325 Total							1,513.12
12326	6/16/2011	WITMER-TYSON IMPORTS INC	T8641	General Fund	Police	Mnthly K-9 maint trning Lotty/Rex May 11	500.00
12326	6/16/2011	WITMER-TYSON IMPORTS INC	T8641	General Fund	Police	Dog bath by groomer K-(Lotty May 2011	45.00
12326 Total							545.00
12334	6/24/2011	ABAG POWER PURCHASING POOL	8003661	General Fund	Administration	91 Ashfield - admin 4/27-5/25/11	36.96

Town of Atherton							
Checks by Date - Detail by Check Number							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12334	6/24/2011	ABAG POWER PURCHASING POOL	8003661	General Fund	Planning	Station Lane/Town Hall 4/27-5/25/11	17.64
12334	6/24/2011	ABAG POWER PURCHASING POOL	8003661	General Fund	Building	Station Lane/Town Hall 4/27-5/25/11	105.87
12334	6/24/2011	ABAG POWER PURCHASING POOL	8003661	General Fund	Police	91 Ashfield - PD 4/27-5/25/11	62.93
12334	6/24/2011	ABAG POWER PURCHASING POOL	8003661	General Fund	DPW-Engineering	Station Lane/Town Hall 4/27-5/25/11	52.94
12334	6/24/2011	ABAG POWER PURCHASING POOL	8003661	General Fund	DPW-Street Maint.	99 Dinkenspiel corp yd/Strg 4/27-5/25/11	138.25
12334	6/24/2011	ABAG POWER PURCHASING POOL	8003661	General Fund	DPW-Park Program	150 Watkins HP Activities 3/29-4/27/11	101.50
12334	6/24/2011	ABAG POWER PURCHASING POOL	8003661	General Fund	DPW-Building Maint.	160 WATKINS (CM House) 3/29-4/27/11	219.73
12334	6/24/2011	ABAG POWER PURCHASING POOL	8003661	Library Fund	Non-Dept	Library/Dinkenspiel/Sta Ln 4/27-5/25/11	61.69
12334 Total							797.51
12335	6/24/2011	ACCONTEMPS	33394774	General Fund	Finance	Temp Phonpradith, Noy 6/6-6/10/11	1,279.36
12335 Total							1,279.36
12336	6/24/2011	AIELLO JOSEPH	06/16/11	General Fund	Building	reimb IAPMO meeting 6/16/11 J.Aiello	30.00
12336 Total							30.00
12337	6/24/2011	AT&T CALNET 2	000002421288	General Fund	Non-Dept	2677 Parks Elevator Line 5/10-6/9/11	15.35
12337	6/24/2011	AT&T CALNET 2	000002423639	General Fund	Non-Dept	1470 DPW Corp Yard 5/11-6/10/11	22.52
12337	6/24/2011	AT&T CALNET 2	000002420271	General Fund	Police	9297 Dinkenspiel Alarm Line 5/10-6/9/11	15.53
12337	6/24/2011	AT&T CALNET 2	000002420902	General Fund	Police	1802 PD Call Box Alameda/Ath 5/10-6/9/11	29.28
12337	6/24/2011	AT&T CALNET 2	000002420904	General Fund	Police	6131 Emergency Line PD 5/10-6/9/11	110.34
12337	6/24/2011	AT&T CALNET 2	000002420905	General Fund	Police	6452 Voice Print 911- PD 5/10-6/9/11	15.52
12337	6/24/2011	AT&T CALNET 2	000002420906	General Fund	Police	7653 Police Fax Request Svc 5/10-6/9/11	14.28
12337	6/24/2011	AT&T CALNET 2	000002420907	General Fund	Police	2801 Police Trailer 5/10-6/9/11	155.18
12337	6/24/2011	AT&T CALNET 2	000002420908	General Fund	Police	3220 PD Fax-Admin 5/10-6/9/11	15.55
12337	6/24/2011	AT&T CALNET 2	000002420909	General Fund	Police	9743 Direct Connect Fax Line 5/10-6/9/11	15.62
12337	6/24/2011	AT&T CALNET 2	000002420910	General Fund	Police	6500 PD Main Line 5/10-6/9/11	436.95
12337 Total							846.12
12338	6/24/2011	CATTANEO CHERI C.	041	General Fund		refund park deposit 5/28/11 Inv#041	1,000.00
12338 Total							1,000.00
12339	6/24/2011	CITY OF REDWOOD CITY	BR25938	General Fund	Building	Fuel Charges Bldg 4/16-5/15/11	52.54
12339	6/24/2011	CITY OF REDWOOD CITY	BR25938	General Fund	Police	Fuel Charges P.D. 04/16-05/15/11	4,724.20
12339	6/24/2011	CITY OF REDWOOD CITY	BR25938	General Fund	DPW-Street Maint.	Fuel Charges DPW Streets 4/16-5/15/11	960.77
12339	6/24/2011	CITY OF REDWOOD CITY	BR25938	General Fund	DPW-Park Maint.	Fuel Charges DPW Parks 4/16-5/15/11	35.86
12339 Total							5,773.37
12340	6/24/2011	CONNERS WILLIAM B.	May 2011	General Fund	City Attorney	City attorney retainer May 2011	9,800.00
12340 Total							9,800.00
12341	6/24/2011	DELL MARKETING L.P.	XFCC8NT7	General Fund	Administration	OptiPlex 390 Minitower City Atty, 6/9/11	1,254.12
12341 Total							1,254.12
12342	6/24/2011	J & N PRINTING	8766	Evans Creative Design	Non-Dept	2500 postcrds family concert,Park 7/7/11	277.50
12342 Total							277.50
12343	6/24/2011	FRANK & GROSSMAN LANDSCAPE CON	144250	General Fund	DPW-Street Maint.	N/B & S/B ECR shoulders May 2011	900.00
12343	6/24/2011	FRANK & GROSSMAN LANDSCAPE CON	144250	General Fund	DPW-Street Maint.	Monthly Landscape Maint May 2011	2,083.00
12343	6/24/2011	FRANK & GROSSMAN LANDSCAPE CON	144346	General Fund	DPW-Street Maint.	Monthly Landscape Maint June 2011	2,083.00
12343	6/24/2011	FRANK & GROSSMAN LANDSCAPE CON	144346	General Fund	DPW-Building Maint.	Monthly Maint C/M House June 2011	900.00
12343 Total							5,966.00
12344	6/24/2011	HARRIS COMPUTER CORPORATION	MN002722	General Fund	Finance	Port License Fee Support 1/1-3/1/11	175.00
12344	6/24/2011	HARRIS COMPUTER CORPORATION	MN002722	General Fund	Finance	Annual Unidata Support 1/1-3/1/11	24.75
12344	6/24/2011	HARRIS COMPUTER CORPORATION	MN002722	General Fund	Finance	Unidata SBD Support 1/1-3/1/11	195.00
12344	6/24/2011	HARRIS COMPUTER CORPORATION	MN002722	General Fund	Finance	Unidata SBR Support 1/1-3/1/11	12.75
12344	6/24/2011	HARRIS COMPUTER CORPORATION	MN002722	General Fund	Finance	Wintergrade Support 1/1-3/1/11	13.00
12344 Total							420.50

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Checks by Date - Detail by Check Number							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12345	6/24/2011	JENSEN LANDSCAPE SERVICE INC	May 2011	Special Tax		10%Retention SM irrigation/rehab May2011	(100.00)
12345	6/24/2011	JENSEN LANDSCAPE SERVICE INC	May 2011	Special Tax	DPW-Engineering	SM irrigation and rehab May 2011	1,000.00
12345 Total							900.00
12346	6/24/2011	JOSEPH J. ALBANESE, INC	4150	Special Tax		10% Retention Payable April 2011	(57.40)
12346	6/24/2011	JOSEPH J. ALBANESE, INC	4150	Special Tax	DPW-Engineering	STREET PH7 10% Contingency -April 2011	574.00
12346 Total							516.60
12347	6/24/2011	LYNCH TIM	06/14-15/2011	General Fund	Police	Reimb Mileage Dvr Trng TLynch 6/14-15/11	51.00
12347	6/24/2011	LYNCH TIM	06/14-15/2011	General Fund	Police	Reimb Meal Dvr Trng TLynch 6/14/11	10.62
12347	6/24/2011	LYNCH TIM	06/14-15/2011	General Fund	Police	Reimb Meal Dvr Trng TLynch 6/15/11	6.00
12347 Total							67.62
12348	6/24/2011	MONSTER MEDIA, INC.	11682	Evans Creative Design	Non-Dept	4'X8' Banner Family Music HP 9ark 7/7/11	96.76
12348 Total							96.76
12349	6/24/2011	MUNISERVICES LLC	Marvic Painting	General Fund		Bus Lic Marvic Painting Co. 6/21/11	75.00
12349	6/24/2011	MUNISERVICES LLC	Sagrero Tree Sv	General Fund		Bus Lic Sagrero Tree Service 6/20/11	100.00
12349	6/24/2011	MUNISERVICES LLC	City Building	General Fund		Bus Lic City Building Inc. 6/20/11	250.00
12349 Total							425.00
12350	6/24/2011	OFFICE DEPOT	566603101001	General Fund	Non-Dept	(1 Bx) Packing Tape-Post Office 6/2/11	47.47
12350 Total							47.47
12351	6/24/2011	PENINSULA ARTS COUNCIL	JUNE 2011	Evans Creative Design	Non-Dept	Membership B.Ullman Arts Comm. FY10/11	65.00
12351 Total							65.00
12352	6/24/2011	PURCHASE POWER	38852315/5-11	General Fund	Non-Dept	Postage Meter Refill 5/5/11	1,000.00
12352	6/24/2011	PURCHASE POWER	38852315/5-11	General Fund	Non-Dept	Postage Refill transaction fee 5/6/11	19.99
12352	6/24/2011	PURCHASE POWER	38852315/5-11	General Fund	Non-Dept	Postage Meter Refill 6/2/11	2,000.00
12352	6/24/2011	PURCHASE POWER	38852315/5-11	General Fund	Non-Dept	Postage Refill transaction fee 6/3/11	19.99
12352 Total							3,039.98
12353	6/24/2011	SAN MATEO REGIONAL NETWORK INC	19611	General Fund	Police	Access fee T-1 service PD June 2011	385.00
12353 Total							385.00
12354	6/24/2011	TELECOMMUNICATIONS ENGINEERING	41310	General Fund	Police	Mgmnt Maint Comm Center PD June 2011	934.00
12354 Total							934.00
12355	6/24/2011	ULLMAN BETTY	July 2011	Evans Creative Design	Non-Dept	4,828 Arts Comm address labels 6/14/11	131.04
12355 Total							131.04
12356	6/24/2011	USPS	05/31/11	General Fund	Administration	Rfnd postage public mtr/TownMail 5/31/11	24.92
12356 Total							24.92
12357	6/24/2011	BYRD KARIN		General Fund		Park deposit refund event 10/10/10	1,000.00
12357 Total							1,000.00
12358	6/24/2011	HOU JASON		General Fund		Park deposit refund event 06/11/11	650.00
12358 Total							650.00
12359	6/28/2011	USPS	6.27.11	General Fund	Administration	Bulk mail 2011 Summer Athertonian	360.00
12359 Total							360.00
Grand Total							398,645.27



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF JULY 20, 2011

**SUBJECT: PRELIMINARY FINANCIAL REPORT FOR THE TWELVE MONTHS
ENDED JUNE 30, 2011**

RECOMMENDATION

Receive the preliminary General Fund Financial Report for the twelve months ended June 30, 2011.

DISCUSSION

Staff revised the format on how the financial report is to be presented. The new format incorporates a column “**Accrual**” to account for revenues and expenditures that need to be included to more accurately reflect the actual result. The accrual amounts only reflect data up to July 8, 2011.

This report included the mid-year budget adjustments approved by the City Council on the February 16, 2011, meeting.

General Fund Revenues

For the twelve months ended June 30, 2011, the General Fund reported revenues of \$10,460,310 which is 108.3% of the annual revenue budget for FY 2011. General Fund revenue exceeded budget by \$802,892. The increase was due to higher property and sales taxes of \$200,000, one-time revenue of \$155,839 from forfeiture of building deposits as identified by the Interim Building Official, and \$430,000 higher building permit and plan check revenues.

General Fund revenue for the same period in FY 2010 was \$9,477,340, an increase of \$982,970 (10.4%). Of the \$982,970, \$231,494 came from one-time unclaimed or forfeited deposits and \$445,000 from higher building permit and plan check revenues.

General Fund Expenditures

As to the expenditures for the twelve months ended June 30, 2011, the General Fund reported \$10,872,380, which is 99.1% of the annual expenditure budget for FY 2011. It is important to note that the 99.1% does not reflect expenditures incurred for which invoices have not been paid or received as of July 8, 2011. The final expenditure total would not be known until the end of August or early September.

At the present time, all departments except Police are expected to come within budget.

For the same period in FY 2010, the expenditure amount was \$11,121,765, a decrease of \$249,385 (2.2%). The decrease was due to the Town settled two legal matters for \$456,305 in FY 2010 and funded \$153,356 in FY 2011 for building department portion of the future Town center.

FISCAL IMPACT

None

Prepared by:

Approved by:

Louise Ho, Finance Director

John Danielson, Interim City Manager

Attachment: Financial Report

Town of Atherton
General Fund
Financial Report for the Twelve Months Ended June 30, 2011
(Excl. Encumbrances)

Dept	Description	Adjusted Budget FY10/11	12/12 of Budget	Actual July 10 to June 11	Accrual	Adjusted Actual July 10 to June 11	Variance of 12/12 of Budget	% of 12/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to June 10	Incr/(decr) over PY	% Change
		(a)	100.0%	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	Revenues												
	Secured	4,745,000	4,745,000	4,656,575	169,951	4,826,526	(81,526)	101.7%	(81,526)	101.7%	4,740,094	86,432	1.8%
	Unsecured	253,799	253,799	275,803		275,803	(22,004)	108.7%	(22,004)	108.7%	305,752	(29,950)	-9.8%
	Prop 1A Loan	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Prop 1A securitization	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	SB813 Redemption (Supplemental)	60,000	60,000	67,028	5,721	72,749	(12,749)	121.2%	(12,749)	121.2%	65,675	7,074	10.8%
	Home Owners Exemption	33,988	33,988	33,988		33,988	(0)	100.0%	(0)	100.0%	33,416	572	1.7%
	Local Sales & Use Tax	65,000	65,000	102,366		102,366	(37,366)	157.5%	(37,366)	157.5%	73,687	28,679	38.9%
	Public Safety Sales Tax (Prop 172)	55,000	55,000	57,903	5,156	63,059	(8,059)	114.7%	(8,059)	114.7%	59,600	3,459	5.8%
	In Lieu Sales Tax/Triple Flip	25,218	25,218	24,832		24,832	386	98.5%	386	98.5%	26,698	(1,866)	-7.0%
	Franchise Taxes-PG&E	220,000	220,000	234,549		234,549	(14,549)	106.6%	(14,549)	106.6%	220,915	13,634	6.2%
	Franchise Tax-Cal Water	73,000	73,000	79,746		79,746	(6,746)	109.2%	(6,746)	109.2%	79,932	(186)	-0.2%
	Franchise Tax-Garbage	180,000	180,000	174,976		174,976	5,024	97.2%	5,024	97.2%	121,304	53,672	44.2%
	Franchise Taxes-Cable	102,000	102,000	106,369		106,369	(4,369)	104.3%	(4,369)	104.3%	75,601	30,768	40.7%
	Document TRSF Tax	210,000	210,000	209,784	31,476	241,260	(31,260)	114.9%	(31,260)	114.9%	232,660	8,600	3.7%
	Property Tax In Lieu of VLF	663,564	663,564	663,563		663,563	1	100.0%	1	100.0%	663,998	(435)	-0.1%
	Motor Veh. Lic Fees (MVLf)	18,000	18,000	18,654	15,773	34,427	(16,427)	191.3%	(16,427)	191.3%	16,382	18,045	110.2%
	Business Licenses	145,000	145,000	156,476		156,476	(11,476)	107.9%	(11,476)	107.9%	130,691	25,785	19.7%
	Bus Lic Refund -FY 06/07	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Bus Lic Refund -FY 07/08	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Bus Lic Refund -FY 08/09	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Home Occupation	800	800	900		900	(100)	112.5%	(100)	112.5%	500	400	80.0%
	Building Permit	516,000	516,000	838,744		838,744	(322,744)	162.5%	(322,744)	162.5%	476,215	362,529	76.1%
	Encroachment Permit	140,000	140,000	159,858		159,858	(19,858)	114.2%	(19,858)	114.2%	181,566	(21,708)	-12.0%
	Grading & Drain Permit	56,000	56,000	67,697		67,697	(11,697)	120.9%	(11,697)	120.9%	52,420	15,277	29.1%
	Other Licenses & Permit	625	625	1,181		1,181	(556)	189.0%	(556)	189.0%	1,005	176	17.5%
	Landscape Fee	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Muni/Vehicle Code Fines (Parking)	15,000	15,000	19,291		19,291	(4,291)	128.6%	(4,291)	128.6%	5,871	13,420	228.6%
	Other Fines & Forfeit (County)	20,000	20,000	41,040		41,040	(21,040)	205.2%	(21,040)	205.2%	27,333	13,707	50.1%
	C & D Deposit Forfeited	-	-	155,839		155,839	(155,839)	100.0%	(155,839)	100.0%	-	155,839	100.0%
	ERAF Subvention	695,112	695,112	695,112		695,112	-	100.0%	-	100.0%	750,175	(55,063)	-7.3%
	POST Reimbursement	5,500	5,500	5,271		5,271	229	95.8%	229	95.8%	14,814	(9,543)	-64.4%
	C/CAG AB 1546	13,535	13,535	12,397		12,397	1,138	91.6%	1,138	91.6%	12,397	12,397	100.0%
	CALNENA Reimbursement	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	CLEARs Reimbursement	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	DOJ Grant (vest)	-	-	-		-	-	0.0%	-	0.0%	406	(406)	-100.0%
	DOC Grant	-	-	-		-	-	0.0%	-	0.0%	5,000	(5,000)	-100.0%
	DUI Grant	5,112	5,112	6,295		6,295	(1,183)	123.1%	(1,183)	123.1%	6,295	6,295	100.0%
	ABAG Grant	12,014	12,014	21,282		21,282	(9,268)	177.1%	(9,268)	177.1%	18,338	2,944	16.1%
	Other Reimbursements	-	-	-		-	-	0.0%	-	0.0%	69,212	(69,212)	-100.0%
	Highway Maint Reimbursement	35,700	35,700	-		-	35,700	0.0%	35,700	0.0%	-	-	0.0%
	SB 90 reimbursement	3,982	3,982	3,982		3,982	-	100.0%	-	100.0%	1,219	2,763	226.7%
	Grants	-	-	-		-	-	0.0%	-	0.0%	9,901	(9,901)	-100.0%
	Disaster Assistance Reimbursement	32,750	32,750	37,999		37,999	(5,249)	116.0%	(5,249)	116.0%	-	37,999	100.0%
	React Task Force Reimb	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%

Town of Atherton
General Fund
Financial Report for the Twelve Months Ended June 30, 2011
(Excl. Encumbrances)

Dept	Description	Adjusted Budget FY10/11	12/12 of Budget	Actual July 10 to June 11	Accrual	Adjusted Actual July 10 to June 11	Variance of 12/12 of Budget	% of 12/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to June 10	Incr/(decr) over PY	% Change
		(a)	100.0% (b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	NARCOTICS Task Force	-	-	-	-	-	-	0.0%	-	0.0%	-	-	0.0%
	Elections Processing Fee	-	-	-	-	-	-	0.0%	-	0.0%	-	-	0.0%
	Document/Research Fee	-	-	-	-	-	-	0.0%	-	0.0%	-	-	0.0%
	Photocopy Fee	2,825	2,825	3,822		3,822	(997)	135.3%	(997)	135.3%	6,674	(2,852)	-42.7%
	Alarm Sign Fees	600	600	705		705	(105)	117.5%	(105)	117.5%	1,200	(495)	-41.3%
	Vehicle Release	2,000	2,000	2,752		2,752	(752)	137.6%	(752)	137.6%	1,050	1,702	162.1%
	Fingerprinting Fee	106	106	363		363	(257)	342.5%	(257)	342.5%	115	248	215.7%
	Affidavit of Cost	-	-	-		-	-	0.0%	-	0.0%	1,820	(1,820)	-100.0%
	Police Report	1,000	1,000	1,012		1,012	(12)	101.2%	(12)	101.2%	4,105	(3,093)	-75.3%
	Special Service Fee	2,202	2,202	3,891		3,891	(1,689)	176.7%	(1,689)	176.7%	594	3,296	554.8%
	DUI Enforcement	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Post Office	25,000	25,000	26,169		26,169	(1,169)	104.7%	(1,169)	104.7%	51,762	(25,593)	-49.4%
	Solicitor's Fee	-	-	88		88	(88)	100.0%	(88)	100.0%	127	(39)	-30.7%
	Application Fee	-	-	-		-	-	0.0%	-	0.0%	800	(800)	-100.0%
	Zoning & Planning Fees	180,000	180,000	187,473		187,473	(7,473)	104.2%	(7,473)	104.2%	140,413	47,060	33.5%
	Plan Check Fee Building	284,000	284,000	392,820		392,820	(108,820)	138.3%	(108,820)	138.3%	383,279	9,541	2.5%
	Tree Removal Plan Check	10,054	10,054	23,862		23,862	(13,808)	237.3%	(13,808)	237.3%		23,862	100.0%
	Contract Plan Review Services	138,583	138,583	83,311		83,311	55,272	60.1%	55,272	60.1%		83,311	100.0%
	Social Fees	92,000	92,000	86,062		86,062	5,938	93.5%	5,938	93.5%	59,650	26,412	44.3%
	Meeting Fees	80,000	80,000	77,460		77,460	2,540	96.8%	2,540	96.8%	68,819	8,641	12.6%
	Class Fees	10,000	10,000	10,702		10,702	(702)	107.0%	(702)	107.0%	14,010	(3,308)	-23.6%
	Weddings	120,000	120,000	89,550		89,550	30,450	74.6%	30,450	74.6%	96,585	(7,035)	-7.3%
	Misc. Park Use Fee	1,500	1,500	2,750		2,750	(1,250)	183.3%	(1,250)	183.3%	2,535	215	8.5%
	Interest Income	50,000	50,000	46,395		46,395	3,605	92.8%	3,605	92.8%	41,454	4,941	11.9%
	Cellular Antenna Lease	39,697	39,697	39,697		39,697	(0)	100.0%	(0)	100.0%	37,807	1,890	5.0%
	Property Rental-Playschool	77,580	77,580	77,575		77,575	5	100.0%	5	100.0%	77,575	-	0.0%
	Sale of Property	-	-	-		-	-	0.0%	-	0.0%	501	(501)	-100.0%
	Escheated unclaimed property	75,655	75,655	75,655		75,655	0	100.0%	0	100.0%		75,655	100.0%
	Donations/Contributions	60,500	60,500	60,500		60,500	-	100.0%	-	100.0%	14,286	46,214	323.5%
	Miscellaneous Income	2,417	2,417	10,119		10,119	(7,702)	418.7%	(7,702)	418.7%	11,798	(1,679)	-14.2%
	Total Revenues	9,657,418	9,657,418	10,232,233	228,077	10,460,310	(802,892)	108.3%	(802,892)	108.3%	9,477,340	982,970	10.4%
	EXPENDITURES												
City Council	Advertising/Noticing	3,000	3,000	2,304		2,304	696	76.8%	696	76.8%	-	2,304	100.0%
	Professional Services	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Office Supplies	1,750	1,750	1,577		1,577	173	90.1%	173	90.1%	2,513	(935)	-37.2%
	Membership/Dues	8,400	8,400	8,400		8,400	-	100.0%	-	100.0%	8,400	-	0.0%
	Utilities	625	625	519		519	106	83.1%	106	83.1%	386	134	34.7%
	Conferences	3,000	3,000	396		396	2,604	13.2%	2,604	13.2%	2,235	(1,839)	-82.3%
	Mileage Reimbursement	500	500	-		-	500	0.0%	500	0.0%	57	(57)	-100.0%
	Rent - Mach & Equipment	3,600	3,600	1,595		1,595	2,005	44.3%	2,005	44.3%	-	1,595	100.0%
	Commission & Committee	2,000	2,000	-		-	2,000	0.0%	2,000	0.0%	-	-	0.0%
	Special Events & Awards	-	-	-		-	-	0.0%	-	0.0%	139	(139)	-100.0%
	Office Equip & Furniture	7,000	7,000	-		-	7,000	0.0%	7,000	0.0%	368	(368)	-100.0%

Town of Atherton													
General Fund													
Financial Report for the Twelve Months Ended June 30, 2011													
(Excl. Encumbrances)													
Dept	Description	Adjusted Budget FY10/11	12/12 of Budget	Actual July 10 to June 11	Accrual	Adjusted Actual July 10 to June 11	Variance of 12/12 of Budget	% of 12/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to June 10	Incr/(decr) over PY	% Change
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	City Council Totals:	29,875	29,875	14,792	-	14,792	15,083	49.5%	15,083	49.5%	14,098	694	4.9%
Administration (CM,CC,HR)	Salaries & Benefits	483,127	483,127	469,008	2,745	471,753	11,374	97.6%	11,374	97.6%	726,387	(254,634)	-35.1%
	Professional Services	176,971	176,971	152,579	2,465	155,044	21,927	87.6%	21,927	87.6%	29,261	125,783	429.9%
	Supplies & Materials	8,072	8,072	7,375	28	7,404	668	91.7%	668	91.7%	6,681	723	10.8%
	General Operations	143,897	143,897	109,518	9,473	118,990	24,907	82.7%	24,907	82.7%	36,376	82,614	227.1%
	Capital Outlay	4,688	4,688	5,130		5,130	(442)	109.4%	(442)	109.4%	-	5,130	100.0%
	Administration Totals:	816,755	816,755	743,610	14,711	758,321	58,434	92.8%	58,434	92.8%	798,705	(40,384)	-5.1%
City Attorney	Professional Services	400,000	400,000	389,608	11,300	400,908	(908)	100.2%	(908)	100.2%	456,783	(55,875)	-12.2%
	General Operations	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Supplies & Materials	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	City Attorney Totals:	400,000	400,000	389,608	11,300	400,908	(908)	100.2%	(908)	100.2%	456,783	(55,875)	-12.2%
Finance	Salaries & Benefits	451,093	451,093	394,245	5,178	399,422	51,671	88.5%	51,671	88.5%	411,886	(12,463)	-3.0%
	Professional Services	80,441	80,441	62,090	1,919	64,009	16,432	79.6%	16,432	79.6%	152,639	(88,630)	-58.1%
	Supplies & Materials	3,300	3,300	871		871	2,429	26.4%	2,429	26.4%	3,361	(2,491)	-74.1%
	General Operations	129,379	129,379	128,783	(76)	128,707	672	99.5%	672	99.5%	12,876	115,831	899.6%
	Capital Outlay	2,000	2,000	1,995		1,995	5	99.8%	5	99.8%	10,000	(8,005)	100.0%
	Settlement Expense	-	-	-		-	-	0.0%	-	0.0%	226,305	(226,305)	-100.0%
	Finance Totals:	666,213	666,213	587,984	7,021	595,005	71,208	89.3%	71,208	89.3%	817,067	(222,063)	-27.2%
Planning	Professional Services	187,050	187,050	154,887	34,020	188,907	(1,857)	101.0%	(1,857)	101.0%	199,320	(10,413)	-5.2%
	Supplies & Materials	2,000	2,000	809		809	1,191	40.5%	1,191	40.5%	1,114	(305)	-27.4%
	General Operations	4,930	4,930	1,658		1,658	3,272	33.6%	3,272	33.6%	727	931	128.1%
	Planning Totals:	193,980	193,980	157,355	34,020	191,375	2,605	98.7%	2,605	98.7%	201,161	(9,787)	-4.9%
Building	Salaries & Benefits	929,219	929,219	923,374	9,796	933,170	(3,951)	100.4%	(3,951)	100.4%	994,303	(61,132)	-6.1%
	Professional Services	222,084	222,084	163,241	64,253	227,493	(5,409)	102.4%	(5,409)	102.4%	20,717	206,776	998.1%
	Supplies & Materials	12,685	12,685	3,615		3,615	9,070	28.5%	9,070	28.5%	13,108	(9,493)	-72.4%
	General Operations	24,519	24,519	19,044		19,044	5,475	77.7%	5,475	77.7%	9,553	9,491	99.4%
	Capital Outlay	8,601	8,601	7,679		7,679	921	89.3%	921	89.3%	10,000	(2,321)	100.0%
	Transfer to Bldg Const. Facility Fund	153,356	153,356	153,356		153,356	(0)	100.0%	(0)	100.0%	-	153,356	100.0%
	Building Totals:	1,350,464	1,350,464	1,270,310	74,049	1,344,358	6,106	99.5%	6,106	99.5%	1,047,681	296,677	28.3%
Non Dept.	Salaries & Benefits	3,510	3,510	2,205		2,205	1,305	62.8%	1,305	62.8%	-	2,205	0.0%
	Professional Services	93,252	93,252	70,593	11,124	81,717	11,535	87.6%	11,535	87.6%	154,516	(72,799)	-47.1%
	Supplies & Materials	34,903	34,903	22,067		22,067	12,836	63.2%	12,836	63.2%	19,130	2,937	15.4%
	General Operations	441,016	441,016	401,078	415	401,493	39,523	91.0%	39,523	91.0%	291,535	109,958	37.7%
	Non-Dept. Totals:	572,681	572,681	495,942	11,539	507,481	65,200	88.6%	65,200	88.6%	465,181	42,301	9.1%
Police	Salaries & Benefits	4,379,281	4,379,281	4,539,935	56,076	4,596,011	(216,730)	104.9%	(216,730)	104.9%	4,541,686	54,325	1.2%
	Professional Services	55,910	55,910	76,610		76,610	(20,700)	137.0%	(20,700)	137.0%	256,667	(180,057)	-70.2%
	Supplies & Materials	130,344	130,344	104,524		104,524	25,820	80.2%	25,820	80.2%	123,421	(18,897)	-15.3%

Town of Atherton													
General Fund													
Financial Report for the Twelve Months Ended June 30, 2011													
(Excl. Encumbrances)													
Dept	Description	Adjusted Budget FY10/11	12/12 of Budget	Actual July 10 to June 11	Accrual	Adjusted Actual July 10 to June 11	Variance of 12/12 of Budget	% of 12/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to June 10	Incr/(decr) over PY	% Change
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
			100.0%										
	General Operations	339,763	339,763	351,798	2,277	354,075	(14,312)	104.2%	(14,312)	104.2%	137,079	216,996	158.3%
	Capital Outlay	74,930	74,930	73,159	1,377	74,536	394	99.5%	394	99.5%	52,145	22,390	42.9%
	Cops Grant	-	-	(86,805)	-	(86,805)	86,805	-100.0%	86,805	-100.0%	69,800	(156,605)	-100.0%
	Settlement Expense	-	-	-	-	-	-	0.0%	-	0.0%	230,000	(230,000)	-100.0%
	Police Totals:	4,980,228	4,980,228	5,059,220	59,729	5,118,949	(138,721)	102.8%	(138,721)	102.8%	5,410,798	(291,849)	-5.4%
				-									
Public Works & Parks	Salaries & Benefits	1,444,271	1,444,271	1,515,104	25,460	1,540,565	(96,294)	106.7%	(96,294)	106.7%	1,470,849	69,716	4.7%
	Professional Services	15,500	15,500	14,038	-	14,038	1,462	90.6%	1,462	90.6%	144,885	(130,847)	-90.3%
	Supplies & Materials	78,801	78,801	46,116	3,100	49,216	29,585	62.5%	29,585	62.5%	57,181	(7,965)	-13.9%
	General Operations	403,675	403,675	312,454	21,471	333,925	69,750	82.7%	69,750	82.7%	217,484	116,441	53.5%
	Capital Outlay	13,584	13,584	3,447	-	3,447	10,137	25.4%	10,137	25.4%	19,892	(16,445)	-82.7%
	Public Works Totals:	1,955,831	1,955,831	1,891,159	50,031	1,941,190	14,641	99.3%	14,641	99.3%	1,910,291	30,899	1.6%
	Total Expenditures	10,966,027	10,966,027	10,609,979	262,400	10,872,380	93,647	99.1%	93,647	99.1%	11,121,765	(249,385)	-2.2%
	Excess (Deficiency) of Revenues over Expenditures	(1,308,609)	(1,308,609)	(377,746)	(34,323)	(412,070)	(896,539)	31.5%	(896,539)	31.5%	(1,644,425)	1,232,355	-74.9%
	Other Financing Sources/(uses)												
	Transfer from Special Parcel Tax Fund	888,463	888,463	888,463		888,463	-	100.0%	-	100.0%	780,863		
	Transfers from Facil Constr (406)										82,735		
	Transfer to Road Impact Fee Fund	(902,355)	(902,355)	(902,355)	-	(902,355)	-	100.0%	-	100.0%	-		
	Total Transfer In(Out)	(13,892)	(13,892)	(13,892)	-	(13,892)	-	100.0%	-	100.0%	863,598		
	Net Change in Fund Balance	(1,322,501)	(1,322,501)	(391,638)	(34,323)	(425,962)	(896,539)	32.2%	(896,539)	32.2%	(780,827)		
	Beg. Fund Balance - general fund	5,556,940				5,556,940							
	Beg. Fund Balance - Bldg Dept. OP Reserve	1,069,097				1,069,097							
	Proj. Ending Fund Balance	5,303,536				6,200,075							



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER

DATE: FOR THE MEETING OF JULY 20, 2011

SUBJECT: PROPOSED ORDINANCE TO ESTABLISH REQUIREMENTS FOR THE REMOVAL AND STORAGE OF RECYCLING, COMPOST AND GARBAGE RECEPTACLES

RECOMMENDATION:

Waive further reading, and adopt Ordinance adding Chapter 12.16.040 of the Atherton Municipal Code regarding requirements for the storage and removal of recycling, composting and garbage containers (carts)

BACKGROUND:

City Council held a public hearing at its regular meeting on June 18, 2011 to introduce an ordinance to restrict the placement of garbage, recycling and compost carts curbside. This ordinance will require that garbage, recycling and compost carts may only be exposed on the street for not more than 24 hours before collection is scheduled to be picked up by the collector. The ordinance will also require all garbage, recycling and compost carts be removed from the curbside within 24 hours of the collection service.

On January 1, 2011 Recology San Mateo County replaced Allied Waste of San Mateo County as the solid waste removal service provider. Recology began delivering new carts to Atherton residents in December 2010. The carts consist of one blue recycling cart, two green compost carts and one or more black garbage carts. Some residents will have as many as seven carts of various sizes. These carts are often left on or near the right of way for additional days preceding and following collection. In many cases the carts are left out, on or near the right of way or in public view all week and are filled with refuse where they are left. This creates a public nuisance and constitutes a danger to pedestrians and motorists and diminishes the quality of life in the neighborhood.

The town of Atherton receives numerous complaints from residents regarding the storage of refuse containers on or near the right of way for long periods of time prior to and after the collection of the containers. Often resident's report that containers, frequently as many as ten are permanently stored in these areas and if they are removed they are left on areas of the property in full public view.

Code Enforcement response to these complaints revealed that many residents leave the use and placement of these containers up to their hired help such as gardeners or housekeepers. Many residents are often away from their homes for extended periods and are not aware of this practice. Compliance has been relatively good however based on the town policy of only addressing cases resulting from complaints there are a very large number of properties that are not addressed. This increases the frustration of residents throughout the town.

With the recent adoption and implementation of the administrative citation program there is now a means to address recalcitrant property owners. Typically, once a property owner has been informed or receives a warning notice they readily comply. However, the policy and appropriate ordinance must be in place if enforcement is required.

Staff has discussed methods of notification to residents regarding the appropriate placement including time of placement of waste containers as well as the appropriate on-site storage of these containers with Recology. Since the company provides similar services and encounters similar issues throughout San Mateo County they are willing to accept the responsibility for notification of residents at no additional cost to the town.

ANALYSIS:

There are three actions that will be taken for compliance with this ordinance;

- Hold a public hearing and introduce an Ordinance defining the requirements for the storage and removal of recycling, composting and garbage containers.
- Direct staff to work with Recology to initiate outreach to Atherton residents on the proper placement and allowable time period for placement of waste containers.
- Direct staffs to work proactively to identify violations until the level of compliance increases and the numbers of violations are reduced.

Currently the cities of Redwood City, San Mateo and Millbrae as well as the County of San Mateo along with many other cities have placed restrictions on the time and location that waste containers may be placed for collection. Additionally the cities of San Jose and Monte Sereno have had programs in place for several years and have achieved a very high level of success. This drastically reduces the number of complaints that are generated and eliminates safety hazards and blight in neighborhoods.

In the quarterly meeting of the San Mateo County Code Enforcement Association in Redwood City on April 20th Recology affirmed it's commitment to identify strategies and assist cities in developing notices, mailers, hanging tags or stickers to be mailed and placed on containers to inform residents of the importance of responsible placement of containers. Recology indicated their willingness to include notices in company mailers or in their monthly bill and to affix notices or stickers on waste containers at no cost to cities.

FISCAL IMPACT:

The cost to implement this program is estimated to be approximately four hours per week, needed for staff coordination with Recology, proactive neighborhood assessments, and enforcement. The program will also require a cost for the Town to print notices or stickers to affix to waste containers. The total cost for this program is estimated to be approximately \$20,000 annually. These costs may be offset by citation revenues issued for non-compliance after proper notification and continued violation of the ordinance. As compliance increases the cost and revenues will be reduced.

Prepared by:

Approved by:

Dennis Lockard
Interim Building Official

John H. Danielson
Interim City Manager

ATTACHMENT: Ordinance

ORDINANCE No.

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
ADDING CHAPTER 12.16.040 OF THE ATHERTON MUNICIPAL CODE
REGARDING REQUIREMENTS FOR THE STORAGE AND REMOVAL OF
RECYCLING, COMPOSTING AND GARBAGE CONTAINERS (CARTS).

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ATHERTON as follows:

Section 1. Section .040 of title 16, Chapter 12 is hereby added to the Atherton Municipal Code to read as follows:

“12.16 .040 Receptacles Required.

Every owner, tenant, inhabitant, or occupant of every private dwelling house or building inhabited or occupied within the Town limits shall acquire and utilize approved waste and recycling containers (carts) supplied or approved by the Town’s waste collection franchisee in an amount sufficient to handle waste and recyclable materials generated from the property. Such containers shall not be placed adjacent to the street for collection for more than 24 hours before the day the waste materials are scheduled to be collected from the street-side of the property. All waste containers must be removed to an appropriate storage location on the premises within 24 hours of the collection services being performed. Containers must be placed so that they do not obstruct the right-of-way of street traffic.”

Introduced this 15th day of June, 2011.

Passed and adopted as an Ordinance of the Town of Atherton at a regular meeting thereof held on the _____ day of _____, 2011, by the following vote:

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

Jim Dobbie, Mayor

ATTEST:

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

William B. Conners, City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

**FROM: THE AUDIT COMMITTEE (DRAFTED BY LOUISE HO, FINANCE
DIRECTOR)**

DATE: FOR THE MEETING OF JULY 20, 2011

**SUBJECT: ACCEPT THE RECOMMENDATION OF THE AUDIT COMMITTEE
TO SET UP AN INTERNAL REVENUE SERVICE (IRS) APPROVED
SECTION 115 IRRECOVABLE TRUST TO PREFUND RETIREE
HEALTH CARE COST AND TO DIRECT THE FINANCE COMMITTEE
TO MAKE RECOMMENDATION ON THE TRUST PROVIDER**

RECOMMENDATION

Accept the recommendation from the Audit Committee to set up an IRS approved Section 115 irrevocable trust to prefund retiree health care cost and to direct the Finance Committee to make recommendation on the trust provider.

DISCUSSION

In July 2004, the Governmental Accounting Standards Board issued Statement 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. This statement requires governmental entities to begin accounting for other postemployment benefits (OPEB) on an accrual basis. The Town adopted GASB 45 reporting requirement in FY 2010. Even though GASB 45 does not require the prefunding of accrued OPEB liability, the Town funded 100% of the \$813,147 annual required contribution (ARC) as calculated by the Actuary but did not place the money into an irrevocable trust. As a result, the Town was required under GASB 45 to recognize \$639,673 as a "net OPEB obligation" in the FY 2010 audited financial statements.

On May 27, 2011, the Grand Jury of San Mateo County issued a report and is recommending that the Town explain to the public why the full ARC is not been made. The Grand Jury drew the conclusion from the FY 2010 audited financial statements which showed the Town only

funded 21% of FY 2010 ARC. By prefunding into a trust, the Town can avoid accrued interest expense and a huge liability on the balance sheet.

For sound financial policy, the Audit Committee is recommending that the City Council approve the set up of a Section 115 trust and direct the Finance Committee to review various provider options so that the \$1,200,000 (FY 2010 and FY 2011) currently held in the Town's pooled cash and investments can be professionally managed to achieve a higher rate of return which can help to reduce unfunded liability. In addition, the trust would enable rating agencies to perceive the Town's financial position more favorably.

The Audit Committee is aware of the constraints of an irrevocable trust and the recent reorganization in the Town. A second actuarial study is to be conducted in FY 2012. Any excess funding can be used to reduce future ARC.

FISCAL IMPACT

None except the cash flow will be reduced if the prefunding into a trust is approved.

Prepared by:

Approved by:

Louise Ho, Finance Director

John Danielson, Interim City Manager

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, ____ by and between the TOWN OF ATHERTON ("Town") and Kielty Arborist Services ("Consultant").

RECITALS

WHEREAS, Town desires to obtain professional arborist consulting services in connection with the performance of Town Arborist duties and responsibilities;

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

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

AGREEMENT

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

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

2. Project Coordination.

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

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

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as Town through its staff may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" attached as Exhibit A ("Services"). Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from Town. Failure of Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of monetary or nonmonetary compensation.

B. Time of Performance. The Services are to commence no sooner than July 21, 2011 and conclude 365 days from date of commencement unless renewed for another specific term by the Atherton City Council. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager.

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

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed One Hundred and Fifty Thousand Dollars (\$150,000) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to Town at the time of payment.

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

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

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

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

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

6. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if

any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

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

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

9. Conflict of Interest.

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

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

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

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

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

11. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless Town, its

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

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

13. Compliance with Laws.

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

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

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

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

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

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

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

15. Assignment; Subcontractors; Employees.

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

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be recognized by Town as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance.

A. Minimum Scope of Insurance.

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

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

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this

insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

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

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

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

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

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

(b) "This policy shall be considered primary insurance as respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

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

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

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

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

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

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

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

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

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by Town upon 15-days' written notice to Consultant.

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

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

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

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

19. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between Town and Consultant and shall supersede all prior

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

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

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

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

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

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

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

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

A. Exhibit A: Scope of Work

- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation
- D. Exhibit D: Consultants, Specialists, or Experts

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

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

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

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

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

TOWN OF ATHERTON

CONSULTANT

By: _____
City Manager

By: _____
Title: _____

Date:

Date:

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
City Attorney

Date:

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work

Review applications for “over-the-counter” Heritage Tree Removal Permits made by Town residents and property owners. Applications would be reviewed in order to determine compliance with Town criteria for issuance of Heritage Tree Removal Permits. Written findings would be documented and applications approved, conditionally approved or denied in compliance with the applicable ordinances. Application review would involve site inspection, possibly peer review of other arborist’s reports and justification of the decision on the application. It may also involve subsequent inspection to insure compliance with conditions of approval.

Review applications for Planning Commission reviewed Heritage Tree Removal Permits made by Town residents and property owners. Applications would be reviewed in order to determine compliance with Town criteria for issuance of Heritage Tree Removal Permits. A written report to the Planning Commission describing the trees proposed for removal, citing reasons supporting or not supporting the proposal and providing specific recommendations for approval, conditional approval or denial of the application in compliance with the applicable ordinances. Application review would involve site inspection, possibly peer review of other arborist’s reports and justification of the decision on the application. It may also involve subsequent inspection to insure compliance with conditions of approval.

Review plans and applications for approval of Landscape Screening where required by Town ordinances and as conditions of other discretionary permit approvals. Duties include making recommendations about appropriate plant materials and sizes in order to achieve appropriate levels of screening between properties, reviewing proposed screening plans for compliance with Town ordinances and policies and approving, conditionally approving or denying such applications. Decisions on plans and applications may require written findings and opinions. Application review would involve site inspection, possibly peer review of other arborist’s reports and justification of the decision on the application. It may also involve subsequent inspection to insure compliance with conditions of approval.

Review landscape plans and applications for compliance with the Town’s Water Efficient Landscaping ordinance. Duties include providing information and recommendations for compliance with Town ordinances and policies and approving, conditionally approving or denying such applications. Decisions on plans and applications may require written findings and opinions. Application review would involve site inspection, possibly peer review of other professional reports and justification of the decision on the application. It may also involve subsequent inspection to insure compliance with conditions of approval.

Establish a specific schedule for office hours (approximately 8 hours per week) when the Consulting Town Arborist will be available at the Town Permit Center.

Attend Atherton Planning Commission meetings when hearings are held on Planning Commission Heritage Tree Removal Permit applications. Meetings are held once each month on the fourth Wednesday of the month at 6 p.m.

Other duties as assigned by the Project Manager.

EXHIBIT B

Schedule of Performance

The Scope of Work (defined in Exhibit A) is to be performed on an approximate half-time basis. That is the Consultant would be expected to devote approximately 20 hours per week to the tasks defined in Exhibit A. Actual number of hours devoted to performance of the Scope of Work may vary, however hours billed, paid or accumulated shall not exceed 80 hours per month.

EXHIBIT C

Compensation

Compensation for work performed shall be at the rate of \$150.00 per hour with a maximum of \$150,000.00 per year.

EXHIBIT D

Consultants, Specialists, or Experts

None



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, CITY MANAGER**

FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JULY 20, 2011

**SUBJECT: AWARD OF CONTRACT FOR PUBLIC WORKS MAINTENANCE
AND MAINTENANCE MANAGEMENT SERVICES.**

RECOMMENDATION:

Award the contract for Public Works Maintenance and Maintenance Management Services to MCE Corporation, and authorize the city manager to negotiate and execute an agreement for a “not to exceed” amount of \$599,000.

BACKGROUND:

A Request for Proposals (RFP) was developed to attract companies who were interested in proposing a plan to the Town of Atherton to perform comprehensive maintenance and maintenance management of Public Works facilities within the jurisdiction and responsibilities of the town in accordance with specifications, terms and conditions.

The Town issued this RFP to consider and evaluate the potential economic benefits of contracting out the maintenance and management functions of public works duties identified in the document. It was expected that the respondents to the RFP would provide a mix of in-house daily support in addition to the utilization of sub-contractors to perform specialized work activities.

It was conceived that the selected firm/contractor would report to the Public Works Director and implement their “work plan” within budget guidelines agreed to in a negotiated and adopted City contract.

The scope of work that they proposed to perform would be inclusive of all labor, equipment and materials necessary to do the work; whether by their own workforce or through their own force of sub-contractors. The general work load outline was provided

to contractors, with an understanding that a list of all activities would be exhaustive, and that a competent and professional proposing firm would take that into account when developing an appropriate work plan for the Town.

A brief overview of the work outline included the following duties;

General – development of work plans; maintaining and implementing programs on town assets; operate, maintain and monitor infrastructure; staffing; cost management; emergency response; safety and security of facilities; proper training of staff and a competent safety program; proper traffic control methods; assuring proper licensing of all subcontractors; and proper reporting of other issues to the Public Works Director.

Streets – Street maintenance; sign and stripe maintenance; landscape maintenance; tree maintenance; street sweeping; graffiti removal; sidewalk maintenance; shoulder maintenance; storm patrol and other related street maintenance tasks.

Drainage – Drop inlet box and culvert pipe maintenance; ditch cleaning; fence repair; litter removal; vegetation control; erosion repair; mowing; channel cleaning; minor pipe repair and maintenance.

Special event support – Detours; road closures and emergency response.

Park Maintenance – Complete maintenance the Towns 22 acre park.

City Facilities – Maintenance of all town buildings and surrounding grounds.

All proposals had a due date of Friday, June 24, 2011 at 4PM.

ANALYSIS:

On Friday, June 24, 2011, three (3) proposals were received prior to 4PM. The proposals were from the following companies;

- Jensen Landscape Services
- Frank & Grossman
- MCE Corporation

Staff reviewed all of the proposals. Only MCE Corporation had a responsive, all inclusive plan to deal with the streets, park and facilities and held a Class A contracting license. Both Jensen Landscape Services and Frank & Grossman were interested in proposing in the Landscape sections of the work (Town Center, HP Park, ECR) only, so were deemed non-responsive in their proposals.

Staff met with MCE at their Dublin facility to further come to an understanding of their proposal. After some minor revisions to their original proposal, staff now feels assured

that MCE Corporation has the ability, the workforce and the experience to be able to perform these services in Atherton. Staff is also confident that adequate staffing levels, expertise of service and sufficient sub-contracting forces are being allotted to assure the levels of service will remain or possibly improve with the implementation of this proposal.

MCE Corporation currently is doing all inclusive maintenance of streets, parks and facilities for the following municipalities;

- City of Dublin – (27 years)
- City of Lafayette – (14 years)
- City of Elk Grove – (11 years)
- City of Diamond Bar – (11 years) “street only”

FISCAL IMPACT:

Current town costs for performing the work covered in this RFP are as follows;

Labor costs (6 positions)	\$648,172
Non-labor costs (material, equipment, sub-contractors)	\$240,000
TOTAL	\$888,172
 MCE Proposal cost (all-inclusive)	 \$599,000
 Difference/savings	 \$289,172
 Additional savings (part-time labor; park/street only)	 \$14,143
TOTAL ESTIMATED	\$303,315
 Park programs (ends 1/1/12, ½ year saving)	 \$115,372

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

John Danielson
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John H. Danielson, City Manager

DATE: FOR THE MEETING OF JULY 20, 2011

SUBJECT: EMERGENCY STAFFING OF THE BUILDING DEPARTMENT

RECOMMENDATION

Receive the report on the actions of the City Manager to staff the Building Department with contract resources to continue to provide inspection and plan review services and authorize the continuation of those services until a consultant is selected to provide the services.

INTRODUCTION

Over the last several months personnel assigned to the Building Department have had a series of injuries and illnesses that have prevented them from performing their duties for Town. Those services that would have been impacted are:

- Timely review of plans that have been previously submitted to the Town and are awaiting review of the responses to those corrections and the issuance of permits to proceed with the project. The goal turn around for re-submittals is 5 to 10 working days.
- Review of new projects including full lot developments, alterations and additions to existing structures and other associated construction activities. The goal turn around for initial review of these projects is 5 to 20 days based on the size and complexity of the project.
- Customer services at the Permit Center. Staffing at the Permit Center has traditionally included a Permit Technician, two Department Assistants and two Plan Review/Inspectors. Customer service hours for the Permit Center are 8am to 11am and 1pm to 4pm daily.

- Daily inspection services. These inspections are typically scheduled one to two days in advance and the coordination and progress on these construction projects is very dependent of the timely inspection of the work by the Town and completion of the necessary documentation to proceed with the project. The goal of inspection services is to be able to schedule an inspection within 48 hours of the request and provide expedited services if possible and the situation merits that response.

Illnesses and personnel calling in sick began to impact the service levels in these areas and on many occasions there were no regular employees available to provide the daily inspection services to projects currently under construction. Plan review for both projects already submitted and beginning the process was being impacted because of the lack of personnel to perform those services.

Based on the customer service needs of the community I directed the Building Official to seek informal bids immediately to perform plan review services. Those bids were requested beginning June 6, 2011 and the Building Department received over the next several days several proposals. Four consultant contractors were selected to perform these services all for the same percentage of fees collected by the Town. To date 53 submittals and resubmittals have been forwarded to these consultants on a rotational basis. All plan review services are currently meeting the service level goals with the use of these consultant services.

Field inspection services have been impacted due to injury and illness. I have authorized the Building Official to evaluate the available staffing each day and requested that a field inspector be available each day to provide adequate coverage for requested inspection activities.

On July 1, 2011 we lost the Town Permit Technician due to resignation effective immediately. To ensure adequate staffing I have authorized the Building Official to evaluate Permit Center coverage and provide adequate coverage to ensure all clients at the permit counter receive timely service.

RECOMMENDATION

Authorize the continued use of consultant services as established by the City Manager and managed by the Building Official until such time as a consultant is selected by the City Council to provide these services.

FISCAL IMPACT

The revenues collected by the Town associated with these projects are sufficient to cover both the direct and indirect costs of these contract services. Expenditure funds in the adopted FY 2011-2012 budget are sufficient to cover the costs of these contract services. Fund transfers will be done administratively to cover the cost of these contract services.



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JULY 20, 2011

**SUBJECT: APPROVE A CONSULTANT SERVICES AGREEMENT WITH BKF
ENGINEERS FOR CONSTRUCTION AND PERMIT COMPLIANCE
SERVICES FOR THE UPPER ATHERTON CHANNEL CREEK
RESTORATION AND SLOPE STABILIZATION PHASE II PROJECT, IN
AN AMOUNT NOT TO EXCEED \$168,353.**

RECOMMENDATION:

Accept the proposal and authorize the City Manager to sign a Professional Services Agreement with BKF Engineers to provide construction and permit compliance services for the Upper Atherton Channel Creek Restoration and Slope Stabilization Phase II Project in an amount not exceed \$168,353.

BACKGROUND:

Staff had developed a Request for Proposal (RFP) for the work in 2002, BKF engineers was selected and had designed the Upper Atherton Channel Creek Stabilization and Slope Restoration Projects. This agreement is sole sourced to BKF Engineers.

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

The Phase 1 project constructed the extension of the drop structure to create an energy dissipator to reduce erosion in the project reach, a retaining wall to shore up Walsh Road, a shear pin wall

to shore up Dr. Beekley's shed, and the upstream frog habitat pool adjacent to the drop structure. The Phase 1 project was completed in June of 2006.

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

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

BKF Engineers will provide full time monitoring of the project (construction oversight and construction observation), respond to submittals and request for information, ensure that the Town is in compliance with the four permitting agencies, and provide as-built drawing sets. BKF Engineers will also provide biological monitoring per the permitting agencies requirements and geotechnical testing.

ANALYSIS:

BKF Engineers did a good professional job with the Upper Atherton Channel Phase I Project in 2007. Staff reviewed the proposal presented by BKF Engineers for construction and permits compliance services and determined it was reasonable. This proposal includes geotechnical services and significant biological monitoring as required by the permits obtained.

FISCAL IMPACT:

Unencumbered Parcel Tax funds in the amount of \$170,000 shall be budgeted for this project in FY 2011-12. The Scope of Services and Fee Estimate were negotiated with BKF Engineers, the designer of the Upper Atherton Channel Creek Stabilization and Slope Restoration Phase II Project. The final negotiated fee estimate is \$168,353, which is within the approved budget.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

John Danielson
Interim City Manager

Staff Report
July 20, 2011
Page 3 of 3

Attachments: Consultant Services Agreement with Exhibits

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 2011 by and between the TOWN OF ATHERTON ("Town") and **BKF Engineers** ("Consultant").

RECITALS

WHEREAS, Town desires to obtain **construction and permit compliance** services in connection with **the Upper Atherton Channel Creek Stabilization and Slope Restoration Phase II Project**;

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

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

AGREEMENT

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

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

2. **Project Coordination.**

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

B. **Consultant.** Consultant shall assign **Eric Biland, Project Manager**, to have overall responsibility for the progress and execution of this Agreement.

3. **Scope and Performance of Services**

A. **Scope of Services.** Subject to such policy direction and approvals as Town through its staff may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" attached as Exhibit A ("Services"). Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from Town. Failure of Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of monetary or nonmonetary compensation.

B. Time of Performance. The Services are to commence no sooner than **July 1, 2011** and must be completed not later than **November 1, 2011**. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager.

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

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed **One Hundred Sixty-Eight Thousand Three Hundred Fifty-Three Dollars (\$168,353.00)** ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to Town at the time of payment.

B. Timing of Payment.

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

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

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

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

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

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

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

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

9. Conflict of Interest.

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

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

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

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

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

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

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

13. Compliance with Laws.

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

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

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

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

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

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

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

15. Assignment; Subcontractors; Employees.

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

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be recognized by Town as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

(b) "This policy shall be considered primary insurance as respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

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

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

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

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

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

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

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

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

17. Termination of Agreement; Default.

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

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

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

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

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

charges for services, expenditures, and/or disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF ATHERTON

CONSULTANT
(CORPORATIONS REQUIRE (2)
SIGNATURES

By: _____
City Manager

By: _____
Title: _____

Date:

Date:

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
City Attorney

Date:

ATTEST:

By: _____
City Clerk



ENGINEERS
SURVEYORS
PLANNERS

June 23, 2011

EXHIBIT A

Town of Atherton
91 Ashfield Road
Atherton, CA 94027
Attn.: David Huynh

**ATHERTON CHANNEL STABILIZATION PROJECT – PHASE 2
SERVICES FOR CONSTRUCTION AND PERMIT COMPLIANCE**

BKF #20020170-20

INTRODUCTION

As a part of the Atherton Channel Stabilization Phase 1 work, improvements were identified for improving the Atherton Channel (Creek) stability, including installation of a retaining wall near Reservoir Road, Creek bank stability near a barn, and drop structure improvements to dissipate Creek energy.

Subsequent field observations and Creek geomorphology have made necessary additional mitigation as part of compliance with the original Biological Assessment (BA). Site visits in the spring of 2008 with H.T. Harvey & Associates (Harvey) and the Town Staff have evidenced the need for revisions to the BA prepared for Phase 1 in the form of a new Mitigation and Monitoring Plan (MMP). The new MMP provides guidance and sets requirements for the Phase 2 work in the Creek encompassing the Gupta scarp and the installation of Weirs 1, 2, and 3.

BKF Engineers (BKF) proposes to provide engineering support for the construction of the Phase 2 improvements and the required subsequent monitoring. Engineering support, including bid review, submittal and RFI processing, construction observation, revetment layout, permit as-builts, and supporting geomorphic and sediment accumulation reports are outlined in the Scope of Services Tasks below and based on conditions observed during recent site visits. If the Phase 2 work is to be completed in sub-phases or if site conditions or permit restrictions warrant design measures outside the parameters observed during site visits, adjustments within the Task scopes, deliverables, and fees may be necessary to accommodate this work.

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com

BKF proposes to coordinate any geotechnical assistance through a geotechnical sub-consultant for the construction phase of the work outlined in the permitted construction documents dated March 29, 2011. Geotechnical costs will be billed as a separate line item within the Task associated with the

work. Similarly, BKF proposes to coordinate biological services through a biological sub-consultant for the construction phase of the work and follow-up reporting as required by the project permits.

SCOPE OF SERVICES

Task 1a. Bid Review

BKF will conduct one site meeting as part of the pre-bid site review. BKF will assist with contractor RFIs during the bidding process and will assist Town staff with bid evaluations.

Deliverables: Bid Exhibit

Task 1b. Submittals & RFIs

Once the Contractor has been selected, BKF will attend one kick-off meeting at the Town to review the bid award and to conduct a site walk with the Contractor. BKF will review Contractor submittals and respond to RFIs as part of the Phase II construction effort.

Deliverables: Submittal Reviews
RFI Responses

Task 2a. Construction Mobilization Oversight

The Biological Opinion clearly defines required steps to be taken at the onset of the project. BKF will review construction fencing, stockpile areas, BMPs, construction entrances, along with additional measures in the plans and specifications during the mobilization phase of the work. BKF will notify the Contractor of conditions that require attention in order to be in compliance with the construction documents.

Deliverables: Site Observations

Task 2b. Permit Compliance

BKF will maintain contact with the four permitting agency representatives (Fish & Game, Army Corps, Wildlife Service, and the Regional Board) to coordinate necessary field adjustments as they impact the directives of the Biological Opinion and permitting requirements. BKF will process comments and coordinate construction activities with the Contractor, homeowners, and the Town staff.

Deliverables: Permitting Coordination

Task 3a. Construction Observation

BKF will conduct site observations as required by the proposed construction schedule, the Contractor activities, and as requested by the project biologist. BKF will use photographs to document construction activities and conduct inspections of contractor activities for compliance with the approved construction documents and technical specifications. BKF will also coordinate with the geotechnical consultant during grading activities and construction of the weirs.

Deliverables: Construction Log
Photographic Documentation

Task 3b. Weir and Revetment Layout

Precise locations for weirs and the limit of revetments are to be confirmed in the field by both the Engineer and the project biologist in order to minimize disturbance to existing tree roots, unstable embankments, and ESHAs. BKF will inspect revetments for extents, stability, and interlocking components.

Deliverables: Field Location of Weirs and Revetments
Photographic Documentation

Task 4a. Permit As-Builts

One of the requirements necessary to satisfy the terms of the permits and the Biological Opinion is the submittal of as-built documents that accurately record the final installed condition of the Channel improvements as well as the necessary limits and surrounding identifiers for proper monitoring of the

mitigation measures throughout the MMP. BKF will obtain Contractor redlines and establish record drawings that meet the permit as-built needs. BKF will provide copies to the Town and the project Biologist.

Deliverables: 3 Sets of 24"x36" Permit As-Built Plans
Disc with Permit As-Built Plans in PDF format

Task 4b. Qualitative Geomorphic Assessment

BKF will provide a qualitative geomorphic assessment of the Channel reach for the purpose of meeting the requirements of the Biological Opinion and the permits issued for the Phase II work. BKF will deliver the qualitative geomorphic assessment to the project Biologist for inclusion in the required annual report. The assessment will specifically address upstream and downstream zones influenced by the Channel work, along with the geomorphic values.

Deliverables: Qualitative Geomorphic Assessment

Task 4c. Quantitative Sediment Accumulation

BKF will provide a quantitative sediment accumulation assessment of the Channel reach for the purpose of meeting the requirements of the Biological Opinion and the permits issued for the Phase II work. BKF will deliver the quantitative sediment accumulation assessment to the project Biologist for inclusion in the required annual report. The assessment will specifically address upstream zones influenced by the weir work and stop log installation.

Deliverables: Quantitative Sediment Assessment

Task 4d. Closeout Documentation

BKF will provide documentation necessary for the project Biologist to certify the completion of the Phase II work. BKF will also provide signed and sealed statements to the Town stating the degree to which the completed work meets the design intent of the construction documents and the permitting conditions. Statements will be on letterhead and stamped by the project Engineer and Geotechnical consultant.

Deliverables: Biological Exhibits, Reports, and Signed Statements

Task 5. Biological Monitoring Support

BKF will provide documentation necessary in support and review of the project Biologist efforts to submit restoration success annual status reports and Wetland Tracker Updates for a period of 10 years as required by the project permits.

Deliverables: Periodic Site Observations, Biological Exhibits

EXCLUSIONS

Additional work that does not fall within this Scope of Services but can be provided for an additional fee includes:

1. Boundary and underground locating surveys.
2. Potholing.
3. Extension of work beyond the time provided in the Bid and Construction documents or substantial revisions to work or drawings requiring extensive documentation outside the scope of the permits.
4. Retention of outside consultants for landscaping, electrical, structural, EIR preparation, water quality sampling, flow monitoring and other services not performed by BKF Engineers. We assume that these specialty services, if required, will be coordinated as a supplement to the Tasks listed in this Scope of Services.
5. Any fees by the Town or other Agencies for review of the deliverables are excluded from this Scope of Services. Any fees shall be paid by Others.
6. Extension of regulatory permits or change of project scope as defined in the approved permits.
7. Modeling of hydrologic or hydraulic conditions throughout the watershed or Channel reach.
8. Meetings with the Town or reviewing agencies other than those mentioned in this Scope of Services.
9. Construction staking.
10. Any coordination of stabilization or planting efforts beyond the initial mitigation measures as described in the regulatory permits and construction documents.
11. Any coordination of lien releases.
12. Coordination of the approved Channel work by a Contractor other than a contractor initially awarded the work by the Town.

Additional work, if required, will be billed as additional service on a time and expense basis in accordance with the attached fee schedule.

This Scope of Service is substantially complete with submittal of the Task deliverables with the exception of the Maintenance and Monitoring Program items listed in the attached Biological Scope of Services.

SCOPE OF SERVICES FEES

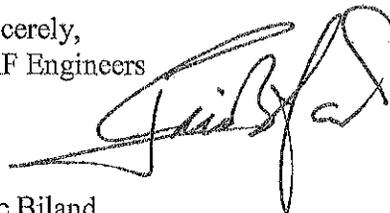
BKF Engineers:

<u>TASK</u>	<u>DESCRIPTION</u>	<u>FEE</u>
1a.	Bid Review	\$ 1,116
1b.	Submittals & RFIs	\$ 5,460
2a.	Construction Mobilization Oversight	\$ 2,008
2b.	Permit Compliance	\$10,192
3a.	Construction Observation	\$30,620
3b.	Weir & Revetment Layout	\$ 1,448
4a.	Permit As-Builts	\$17,760
4b.	Qualitative Geomorphic Assessment	\$ 5,520
4c.	Quantitative Sediment Accumulation	\$ 5,840
4d.	Closeout Documentation	\$ 4,760
5.	Biological Monitoring Support	\$11,500
	Total Engineering Fee	\$96,224
	Reimbursable Allowance	\$ 1,250
	BKF Total Fee	\$97,474

These Engineering Fees are based on January 1, 2011, to December 31, 2011, billing rates and may be escalated on January 1, 2012, for any uncompleted portion of the work. Rate escalation will be in general conformance with the cost of living index for the Bay Area. Approximate reimbursable expenses (i.e. base Mylar reproduction, photographic/printing work, express or messenger deliveries, computer fees, plotting fees, etc.) are included in the above totals and will be billed at cost plus 10 percent. We propose to bill you on a time and expense basis in accordance with our standard charge rates (see attached Professional Fees), not to exceed \$97,474 for the BKF Scope of Services. We will notify you in advance of work on issues that are outside the scope of work, thus not covered by this agreement.

Please contact Eric Biland at (650) 482-6474 if you have any questions.

Sincerely,
BKF Engineers



Eric Biland
Project Manager

EXHIBIT B**BKF Engineers***Project Name: Upper Atherton Channel Stabilization Project - Phase II**Proposal Number: 20020170-20**24-Jun-11*

SCHEDULE OF PERFORMANCE				
ITEM	DESCRIPTION	DAYS	CUMMULATIVE	APPROX. DATES
1	Preconstruction dusky-footed woodrat survey	2		July 5, 2011
2	Preconstruction nesting bird survey	1		
3	CRLF survey	1		
4	Preconstruction meeting	1		
5	CRLF Protocol Training	1		
6	Mobilization	2	2	July 11, 2011
7	Construction access and BMPs	3	5	
8	Grubbing and clearing	5	10	
9	Dewatering	1	11	
10	Topsoil stockpiling	2	13	
11	Grading and slope restoration	5	18	
12	GeoWeb construction	6	24	
13	Compaction testing	2	26	
14	Geotextile installation	2	28	
15	Pier drilling for weirs	4	32	
16	Placement of weir beams	2	34	
17	Fascines and revetment	4	38	
18	Placement of weir stop logs	4	42	
19	Completion of project construction	3	45	September 12, 2011
20	Planting and restoration	2		
21	Qualitative Geomorphic Assessment	14		
22	Quantitative Sediment Accumulation report	14		
23	Permit as-built report	30		November 14, 2011
24	Closeout documentation	14		
25	Annual Status report and exhibits	-		Begin 2012





EXHIBIT C-1

PROFESSIONAL PERSONNEL SERVICE FEES JANUARY 1, 2011 - DECEMBER 31, 2011

PERSONNEL

HOURLY RATES

ENGINEERING

Associate	\$167.00
Project Manager	\$158.00 - \$163.00
Engineer IV	\$146.00
Engineer I, II, III	\$104.00 - \$119.00 - \$136.00

PLANNING

Planner I, II, III	\$104.00 - \$119.00 - \$135.00
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SURVEYING

Associate	\$167.00
Project Manager	\$158.00-\$163.00
Surveyor I, II, III, IV	\$104.00 - \$119.00 - \$ 136.00 - \$146.00
Survey Party Chief	\$131.00
Survey Chainman	\$103.00
Apprentice I, II, III, IV	\$54.00 - \$75.00 - \$85.00 - \$96.00
Instrument Man	\$115.00

DESIGN AND DRAFTING

Technician I, II, III	\$99.00 - \$107.00 - \$116.00
Drafter I, II, III, IV	\$77.00 - \$85.00 - \$94.00 - \$103.00
Student Engineer/Surveyor	\$55.00

CONSTRUCTION ADMINISTRATION

Senior Construction Administrator	\$155.00
Resident Engineer	\$113.00
Field Engineer I, II, III	\$104.00 - \$119.00 - \$136.00

SERVICES AND EXPENSES

Project Assistant	\$67.00
Clerical/Administrative Assistant	\$57.00

Principals' time on projects is chargeable at \$193.00- \$215.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; sub-consultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts.

Expert witness/litigation rates are available upon request.

EXHIBIT C-2

PROJECT INVOLVEMENT

BKF Engineers

Project Name: Upper Atherton Channel Stabilization Project - Phase 2

Proposal Number: 20020170 - 20

23-Jun-11

Task	Personnel Hours by Task										Subtask Cost	
	Jan O'Flaherty	Eric Biland	John Shank	Survey Crew	Office Survey	Kristine Lai	Emile Morales	Graphics	Support			
1a. Bid Review	1	4	2									\$ 1,116
1b. Submittals & RFIs		8	12			8	16					\$ 5,460
2a. Construction Mobilization Oversight		4	4				8					\$ 2,008
2b. Permit Compliance		16	24			16	24					\$ 10,192
3a. Construction Observation	1	36	48			48	120					\$ 30,620
3b. Weir & Revetment Layout		4	6									\$ 1,448
4a. Permit As-Builts		8	24	20	12	24	36					\$ 17,760
4b. Qualitative Geomorphic Assessment		12	12			8	10					\$ 5,520
4c. Quantitative Sediment Accumulation		8	12			16	10					\$ 5,840
4d. Closeout Documentation	2	4	8			8	16					\$ 4,760
5. Biological Monitoring Support		30					65					\$ 11,500
Totals	4	134	152	20	12	128	305					\$ 96,224



ENGINEERS / SURVEYORS / PLANNERS

EXHIBIT C-3

BKF Engineers

BKF Engineers

Project Name: Upper Atherton Channel Stabilization Project - Phase 2

Proposal Number: 20020170 - 20

23-Jun-11

PROJECT BUDGET

I. Personnel Costs			
Professional Staff	Hours	Rate	Total
Jan O'Flaherty	4	\$ 212.00	\$ 848
Eric Biland	134	\$ 158.00	\$ 21,172
John Shank	152	\$ 136.00	\$ 20,672
Survey Crew	20	\$ 250.00	\$ 5,000
Office Survey	12	\$ 136.00	\$ 1,632
Kristine Lai	128	\$ 119.00	\$ 15,180
Emile Morales	305	\$ 104.00	\$ 31,720
		Subtotal	\$ 96,224
Subconsultant Services			
Etchell Certified Biologist - Construction		\$	16,382
Etchell Certified Biologist - Monitoring 10 Years		\$	41,457
BAGG - Construction		\$	13,040
		Subtotal	\$ 70,879
Reimbursables - BKF			
Reimbursables - BKF		\$	1,250
General Administrative Expense Percentage:	10%		
		Subtotal	\$ 1,250

III. Total Budget, Including Subconsultants	\$ 168,353
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Sandra Etchell

5536 Manila Avenue, Oakland, CA 94618

Environmental & Wildlife Biology

(707) 396-2299

June 22, 2011

Eric Biland
BKF Engineers
255 Shoreline Drive, Suite 200
Redwood City, CA 94065

Dear Eric:

Thank you for the opportunity you have given me to provide you with this proposal to assist BKF by providing biological and restoration services during the construction of the Upper Atherton Channel Streambank Stabilization Phase 2 Project to meet requirements of the U. S. Fish and Wildlife Service (USFWS) biological opinion and California Department of Fish and Game permit. Specifically, this proposal includes expenses to conduct surveys for nesting birds, San Francisco dusky-footed woodrat, and California red-legged frog, to prepare a post-construction as-built report, to facilitate site revegetation, to prepare annual monitoring reports as required in the project permits.

TASKS AND COSTS

1. Preconstruction Nesting Bird Surveys

Preconstruction surveys for nesting birds will be conducted if construction is scheduled to occur during bird breeding season (March 1 to August 15) within three days prior to the commencement of any construction work. If nesting birds are found, buffer zones will be established as described in condition 2.2 of the CDFG permit for the project.

Nesting Bird Surveys	8 hours @ \$85 / hr.	\$ 680.00
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2. Preconstruction San Francisco dusky-footed woodrat surveys

Preconstruction surveys for San Francisco dusky-footed woodrat will be conducted 2 weeks prior to the commencement of construction. If woodrat nests are found, a map of the nest locations will be prepared as described in condition 2.5 of the CDFG permit.

Woodrat Survey and Mapping	16 hours @ \$75 / hr.	\$1,360.00
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3. California Red-legged Frog Surveys

Preconstruction surveys will be conducted for California red-legged frog (both daytime and nighttime) as described in the CDFG permit and the USFWS biological opinion for the project. Surveys for California red-legged frog are also required during the

installation of the wildlife exclusion fence, vegetation removal, dewatering of the work area, installation of woody debris/rock fascines, and prior to construction each day. As described in the project biological opinion and CDFG permit, the project biologist can train and appoint an individual who is present daily at the project to perform daily pre-construction inspections. The hours included in this task reflect only the time necessary for a biologist to be present.

CRLF Surveys & Monitoring	72 hours @ \$85 / hr.	\$6,120.00
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4. Marking/Flagging of Construction Corridor

Prior to the commencement of construction I will mark/flag the construction corridor where temporary construction fencing will be established to prevent damage to sensitive biological resources and trees as described in condition 2.3 of the CDFG permit.

Marking/Flagging for Avoidance	12 hours @ \$85 / hr.	\$1,020.00
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5. Worker Awareness Training

A training session discussing special-status species with potential to occur at the site will be provided for all project related personnel as described in condition 2.18 of the CDFG permit and condition 14 of the USFWS biological opinion conservation measures. This task includes time for preparation of training materials.

Awareness Training	12 hours @ \$85 / hr.	\$1,020.00
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6. Primary Restoration

I will facilitate the implementation of the Habitat Mitigation and Monitoring Plan (HMMP) prepared for the project by H. T. Harvey & Associates. This task includes coordinating the post-construction revegetation of the site which will consist of consulting with and assisting a local nursery for plant acquisition, seed collection, and inspecting revegetation work.

Restoration Facilitation	40 hours @ \$85 / hr.	\$3,400.00
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7. As-Built Report

I will prepare an as-built report as described in condition 12 of the RWQCB permit within 60 days of project completion.

As Built Report	25 hours @ \$85 / hr.	\$2,125.00
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8. Restoration Success Annual Status Report

Utilizing information provided by the project engineer and data collected during annual site inspections, I will prepare an annual status report as outlined in the project permits and HMMP for submittal to CDFG, USFWS, and RWQCB. If the

revegetation effort is not meeting the prescribed yearly percentage for the success criteria described in the HMMP, I will make recommendations to the Town of Atherton describing what potential measures (i.e. mowing, replacement planting, re-seeding) may be necessary to promote revegetation success.

10 yr Annual Revegetation Monitoring Report Preparation	400 hours @ \$85 / hr	\$34,000.00
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9. Wetland Tracker Updates

I will update the RWQCB's online wetland tracker on an annual basis as required in the RWQCB permit conditions for the project.

Wetland Tracker (10 years)	6 hours @ \$85/hr	\$6,800.00
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10. Other Costs

Vehicle Mileage: 27 trips estimated at 84 miles (round trip) @ 0.58 miles	\$1,314.44
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Total Proposed Costs: \$57,839.44

If you wish to discuss the proposal, please do not hesitate to call me at (707) 396-2299.

Sincerely,

Sandra Etchell

CONFIRMING PROPOSAL

TO: Eric Biland
BKF Engineers
255 Shoreline Drive, Suite 200
Redwood City, CA 94065

DATE: June 23, 2011

JOB NO: BKFEN-06-01

CLIENT: BKF Engineers

Based on our discussions and after a brief review of the Civil drawings submitted to our office, we have prepared this proposal which summarizes the geotechnical services we are prepared to perform and suggests contract arrangements, as follows:

TYPE OF SERVICES: Geotechnical Consultation & Construction Observation

PROJECT TITLE: Upper Atherton Channel
Creek Stabilization and Slope Restoration Phase II Project

SITE LOCATION: Atherton, California

PROJECT DESCRIPTION:

Phase II of the Upper Atherton Channel improvement project will include a slope restoration within the creek channel, and the construction of three weirs downstream of the slope restoration. The slope restoration will involve a slight straightening of the creek channel by excavations on the inside of a sharp cure in the channel and placing fill on the outboard side to the cure. The fill will be protected from erosion with a layer of stacked Geoweb facia sections filled with compacted soil. Each of the three weirs will include two H-Pile sections placed in drilled pier holes, and a wall constructed with concrete stop logs.

PURPOSE AND SCOPE OF SERVICES:

The purpose of our services would be to provide geotechnical consultation as needed, and to provide geotechnical observation and testing of pertinent portion of the project.

For the slope repair area, we anticipate this will include the following:

- excavation of organics and loose material in fill area,
- placement and compaction of slope repair fill,
- placement of Geoweb sections,
- compaction of surface fill, and

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- placement of surface geotextile.

At each weir, we anticipate this will include the following:

- drilling of the pier holes,
- placement of concrete and steel in the pier holes,
- compression testing of 3,000 psi concrete from each pour, and
- placement and compaction of any fill placed around the stop logs,

Upon completion of the project, we would provide a letter documenting our services and presenting our professional opinion regarding the adequacy and suitability of the completed work from a geotechnical point of view. Toward this end, we propose the scope of our services consist of the following specific tasks:

ESTIMATED FEE AND BREAKDOWN:

We proposed to provide these services on a time and expense basis in accordance with the attached "Schedule of Charges" and "Terms of Agreement". On this basis, we estimate the total fee for the scope of services described above will be on the order of \$13,040. A breakdown of our fee for design-related services is presented in the following table.

1) PreConstruction meeting			
Project Engineer	2 hr @	\$150 /hr	\$300
Mileage	30 mi @	\$1 /mile	\$30
		Subtotal 1	\$330
2) Slope Repair Fill (anticipate equivalent of 2 weeks full time)			
Supervision & Consultation (Project Enginee	4 hr @	\$150 /hr	\$600
Sr. Field Technician	80 hr @	\$88 /hr	\$7,040
Mileage	330 mi @	\$1 /mile	\$330
Nuclear Density gauge	10 hr @	\$10 /hr	\$100
Laboratory Compaction Curves (ASTM D1557,	3 tests @	\$200 /test	\$600
		Subtotal 2	\$8,670
3) Weir & Bank Protection (anticipate 2½ days each)			
Sr. Field Technician	20 hr @	\$88 /hr	\$1,760
Pickup/delivery concrete cylinders	6 hr @	\$80 /hr	\$480
Compression tesing of concrete cylinders	12 cyl @	\$45 /cyl	\$540
Mileage	360 mi @	\$1 /mile	\$360
		Subtotal 3	\$3,140
4) Final Letter			
Project Engineer	6 hr @	\$150 /hr	\$900
		Subtotal 4	\$900
		TOTAL ESTIMATED FEE	\$13,040

We do not have a proposed schedule from the Contractor; however, we understand the project must be completed in 45 days, and is anticipated to start early in July. The above estimate is based only on past experience and assuming minimal problems will be encountered during construction. If the time required is more or less than estimated above, the fees will change accordingly. A total fee of \$13,040; however, will not be exceeded without prior consultation and authorization regarding changed project conditions, or a change in the scope of work outlined in this proposal.

Also, if it is not necessary to provide the concrete sampling and testing, this can be deleted from our scope of work, with a corresponding \$1,020 reduction in the estimated fee.

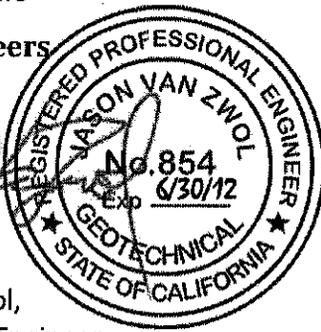
SCHEDULE:

The pre-construction meeting and the observation and testing services can be provided at any time with a 48 hour advance notice.

Thank you for the opportunity to submit this proposal. If the content of this proposal meets your approval, please sign and return one executed copy for our files to indicate acceptance of this proposal and its attachments.

Very Truly Yours

BAGG Engineers

Jason Van Zwol,
Geotechnical Engineer

Attachment: BAGG's Schedule of Charges (01/09)
Terms of Agreement (2/02)

THE ABOVE PROPOSAL AND ALL ENCLOSURES HAVE BEEN READ AND UNDERSTOOD, AND ARE HEREBY AGREED TO AND ACCEPTED. IT IS AGREED THAT THE "SCHEDULE OF CHARGES" AND "TERMS OF AGREEMENT" FORM AN EXPRESS PART OF THIS CONTRACT AS EVIDENCED BY MY SIGNATURE BELOW.

ACCEPTED BY: _____ Date: _____
Signature of Person Authorized to Accept

Typed or Printed Name of Signatory



BAGG SCHEDULE OF CHARGES

A new schedule of charges is issued early each year. Unless other arrangements have been made, job charges are made from the latest schedule regardless of when the job was started.

PERSONNEL CHARGES

Personnel charges are based on individual salaries times a multiplier determined in accordance with Manual No. 45 of the American Society of Civil Engineers. Following are the current ranges in billing rates for each category of personnel:

<u>Personnel</u>	<u>Hourly Billing Rates</u>
Principal/Supervisory Engineer	\$ 175-200
Senior Engineer/Geologist, Project Manager	135-175
Project Engineer/Geologist, Supervisory Technician	125-150
Staff Engineer/Geologist, Laboratory Supervisor	110-130
Field Technician/Special Inspector at Prevailing Wage	100-130
Special Inspector	100-120
Field Technician	88-100
Drafting including Computer Aided Drafting (CAD)	75-100
Support Services (Word-processing, Reproduction, etc.)	40-50

Personnel charges are for technical work. Charges are made for typing and for the time and costs of compiling and printing technical reports. Charges are not made for office management.

A premium multiplier of 1.5 is applied to technician rates on Saturdays, on night shifts, and over 8 hours on weekdays. The multiplier is 2.0 for work on Sundays, and 2.5 for work on holidays. Premium rates are not charged for the time of geologists, engineers, managers, or principals unless the client has approved them. All personnel charges are portal to portal. Travel time is charged up to a maximum of 8 hours per day.

For field observation and testing personnel, time up to 2 hours is charged as 2 hours, time in excess of 2 hours is charged as actual time in field plus travel time.

Outside consultants' fees and expenses are charged at cost plus 15%.

Expert testimony for depositions, court appearances, and other dispute resolution proceedings is charged at \$350 per hour plus expenses. Research, analysis, consultation, meeting and other preparation services are charged at \$200 per hour.

EQUIPMENT CHARGES

The following charges are for special equipment and are in addition to personnel charges:

Nuclear Density Gauge, per hour	\$ 10.00
Car or Pick-up Truck, per mile	1.00
Printing and Reproduction, per sheet	0.15
Drill Rig Rental and Operation	Cost plus 15%
Outside Laboratory Testing	Cost plus 15%
Other Special Equipment	Prices on Request

Equipment in transit to or from the job site, or retained by the Client on a standby basis, is billed on the basis of four hours per calendar day, or at actual cost (plus 15 percent) in case of equipment which is leased or subleased or otherwise arranged for by Bay Area Geotechnical Group through its subcontractors or others.

If equipment is exposed to unusual and adverse conditions, an appropriate charge will be made for resultant abnormal deterioration.

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MISCELLANEOUS CHARGES

Charges for special or unusual services or equipment are computed on the basis of cost plus 15 percent. Some samples of such outside services are:

Printing and Reproduction	Shipping Charges	Special Fees, Permits, Insurance, etc.
Rented Cars or Pick-up Trucks	Meals and Lodging	Health and Safety Equipment
Transportation on Public Carriers	Craftsmen and Laborers	Rented Heavy Equipment

LABORATORY CHARGES

Charges for laboratory tests include the usual laboratory work and the reporting of test results only. Charges for reduction and/or analysis of test data are based on hourly personnel charges. Charges for special tests are based on hourly personnel charges plus a charge of \$10.00 per hour for laboratory equipment.

Concrete Compression Test (sampled by BAGG technician).....	\$ 35.00
Concrete Compression Test (sampled by others)	40.00
Concrete Flexural Strength Test.....	130.00
Concrete Sample Preparation (out of compliance samples)	90.00/hr
Mortar Cylinders (2x4)	35.00
Grout Prisms	35.00/ea
Shotcrete Cores.....	90.00/ea
Trial Batch Mix	350.00/ea
Moisture and Dry Density	\$ 30.00
Plasticity Index (Dry Preparation)	125.00
Plasticity Index (Wet Preparation)	150.00
Wash Analysis, percent passing No. 200 screen	60.00
Sieve Analysis, dry.....	90.00
Sieve Analysis, including wash	110.00
Combined Analyses, including wash and hydrometer	160.00
Hydrometer.....	140.00
Bulk Sieve Analyses (>5kg)	160.00
Aggregate Cleanliness	180.00
Durability	140.00
Specific Gravity, non-cohesive soil.....	60.00
Specific Gravity, cohesive soil	65.00
Unconfined Compressive Strength	55.00
Direct Shear, undisturbed sample.....	50.00
Direct Shear, undisturbed sample, saturated	60.00
Direct Shear, remolded sample.....	90.00
Direct Shear, remolded sample, saturated	100.00
Triaxial Shear, unconsolidated, undrained.....	80.00
Triaxial Shear, unconsolidated, undrained, remolded	150.00
Triaxial Shear, consolidated, undrained with pore-pressure measurements	400.00
Triaxial Shear, consolidated, undrained with pore-pressure, remolded.....	450.00
Consolidation, undisturbed sample	230.00
Consolidation, remolded sample	260.00
Permeability, undisturbed sample (constant head).....	100.00
Permeability, remolded sample (constant head).....	130.00
Permeability, undisturbed (falling head with back pressure)	230.00
Shrink-Swell, undisturbed sample.....	150.00
Shrink-Swell, remolded sample (w/o Compaction Curve)	165.00
Sand Equivalent	120.00
R-Value with Expansion Pressure, (soils).....	300.00
R-Value, (base rock)	350.00
CBR, Corps of Engineers method	715.00
Compaction, 4-inch-diameter mold	200.00
Compaction, 6-inch-diameter mold	215.00
Compaction, Cal-Impact.....	225.00
Compaction, check point only.....	100.00
Relative Density, cohesionless soil.....	155.00
Dynamic Tests	Prices on Request

**TERMS OF AGREEMENT
FOR GEOTECHNICAL SERVICES**

These Terms of Agreement have the following parts:

A. GENERAL CONTRACT PROVISIONS

1. The Contract
2. Contract Assignment
3. Waivers of Contract Provisions
4. Invalid or Unenforceable Provisions
5. Enforcement Jurisdiction

B. TERM AND TERMINATION

1. Time for Acceptance
2. Authorization by CLIENT's Instrument of Contract
3. Normal Termination
4. Termination by Failure to Perform
5. Termination Following Suspension
6. Survival

C. GENERAL PERFORMANCE CONDITIONS

1. General Conditions for CLIENT Performance
2. General Conditions for BAGG Performance
3. Fee Estimates
4. Standard of Care

D. TIME OF PERFORMANCE

1. Timeliness of the Services
2. Unavoidable Problems or Delays
3. Suspension of Services

E. INVESTIGATION AND CONSULTATION SERVICES

1. Inherent Uncertainties
2. Resulting Limitations
3. Damage or Alteration to Property
4. Discovery of Unanticipated Hazardous Materials
5. Permits and Approvals.

F. CONSTRUCTION OBSERVATION, TESTING, AND

MONITORING SERVICES

1. Construction Monitoring
2. Construction Supervision
3. Jobsite Safety
4. Verification of Compliance
5. Verification of Grades

G. RISK ALLOCATION

1. Relation Between Risks and Potential Profit
2. Limitation and Indemnification
3. Limitation/Indemnification as a Business Understanding

H. DISPUTE RESOLUTION

1. Timing of Claims
2. Potential Stoppage of Services
3. Mediation
4. Others to be Bound by the Dispute Resolution Procedures

I. TERMS OF PAYMENT

1. Timing of Invoices and Payments
2. Disputes Over Payment
3. Enforced Payment

J. OWNERSHIP AND REUSE OF MATERIALS

1. Ownership of Materials
2. Unpaid-for Materials
3. Reuse of Materials

K. RETENTION OF MATERIALS

1. Retention of Reports
2. Retention of Files
3. Retention of Samples

A. GENERAL CONTRACT PROVISIONS

- 1. The Contract.** These Terms of Agreement (TERMS) accompany a PROPOSAL by the Bay Area Geotechnical Group (BAGG) to a prospective client (CLIENT). The accepted PROPOSAL, these TERMS and the BAGG Schedule of Charges together constitute this CONTRACT. BAGG, CLIENT and their successors, assigns, and partners, are the parties to this CONTRACT. It is the entire CONTRACT between BAGG and CLIENT, and supersedes all prior or contemporaneous communications, representations, or agreements, written or oral. Where appropriate CLIENT shall be interpreted as OWNER.

2. **Contract Assignment.** Neither party may assign, sublet, or transfer its interests, rights, or obligations in this CONTRACT without the written consent of the other party. Nothing in this provision shall restrict BAGG from using subconsultants when in BAGG's sole opinion it is appropriate and customary to do so. Such persons and entities include but are not limited to drilling companies, testing laboratories, and specialized consultants, but not outside geotechnical engineers without CLIENT's prior consent.
3. **Waivers of Contract Provisions.** In the event that either party grants a waiver of any provision of this CONTRACT, that grant is not a waiver of a subsequent breach of the same provision or any other provision.
4. **Invalid or Unenforceable Provisions.** In the event that any provision of this CONTRACT is held to be invalid or unenforceable, the other provisions of this CONTRACT remain valid and binding on the parties hereto.
5. **Enforcement Jurisdiction.** This CONTRACT is to be construed in accordance with the laws of the State of California. Enforcement is to be in any court of competent jurisdiction in Santa Clara County.

B. TERM AND TERMINATION

1. **Time for Acceptance.** In the absence of specific arrangements to the contrary, the PROPOSAL is to remain open for acceptance for two months from its date of issuance.
2. **Authorization by CLIENT's Instrument of Contract.** In the event that CLIENT elects to authorize BAGG's services by means of a purchase order or other instrument of contract, the PROPOSAL and its attachments, including these TERMS are expressly included in the contractual agreement.
3. **Normal Termination.** BAGG's responsibilities under this CONTRACT will normally be fulfilled by successful completion of the scope of work described in the PROPOSAL. When additional services on the subject project, or services during subsequent phases of the project (such as review of plans and specifications, or observation and testing of construction) are requested and agreed upon, CLIENT and BAGG agree that all such services will also be provided in accordance with these TERMS, and as part of this CONTRACT.
4. **Termination by Failure to Perform.** If either party defaults in the performance of its material obligations hereunder, and if any such default is not corrected within 10 calendar days after written notice of such default, the non-defaulting party may, in addition to any other remedies it may have, immediately terminate this CONTRACT upon written notice to the defaulting party.
5. **Termination Following Suspension.** BAGG may, upon 10 calendar days' written notice to CLIENT terminate this CONTRACT upon suspension in accordance with Items D 3 and H 2 of these TERMS.
6. **Survival.** The parties' rights and obligations pursuant to Sections C through K of these TERMS shall survive expiration or termination of this CONTRACT.

C. GENERAL PERFORMANCE CONDITIONS

1. **General Conditions for CLIENT Performance.** CLIENT shall (a) cooperate fully with BAGG in providing its services, (b) provide free access to the jobsite for all necessary equipment and personnel, (c) provide results of all known studies regarding the jobsite and proposed project, to include but not be limited to existing land surveys, previous soil investigation reports, construction observation reports, plans, specifications, chemical tests, and governmental permits, (d) provide all known information about the jobsite to include but not be limited to surface conditions, subsurface conditions (including buried utilities and installations), existence of hazardous substances, and past construction or jobsite history, and (e) immediately transmit to BAGG all new data or information found or decided. BAGG shall not be liable for its actions, counsel, or advice based on any inaccurate or incomplete information provided by CLIENT.

2. **General Conditions for BAGG Performance.** BAGG shall provide professional services within the fields of geotechnical engineering and engineering geology for the purposes and within the scope of services described in the PROPOSAL, except as the services may be modified by later agreement of the parties, and except as they may be found impracticable to perform. In performing its services, BAGG may review and interpret information provided by CLIENT, and by third parties, including government authorities, testing laboratories, and other entities. BAGG will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information if it was professionally reasonable for BAGG to rely on such information.
3. **Fee Estimates.** BAGG shall perform the services in accordance with the hourly fees set forth in the PROPOSAL and Schedule of Charges. Any estimates of total fees that BAGG has provided to CLIENT in the PROPOSAL or otherwise are only preliminary approximations based on facts that are currently available and the currently anticipated level of work required to complete the PROPOSAL's scope of services. In no event is an estimate to be construed as a commitment of BAGG to render services at a minimum or maximum cost. From time to time, as the scope and details of the Services, and the assumptions underlying the Services, change, BAGG may provide CLIENT with revised estimates, but shall not proceed beyond the estimated cost without CLIENT's prior consent.
4. **Standard of Care.** BAGG's services provided under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by providers of Item C 2 services in the same area, under similar conditions, at the time the services are performed. This CONTRACT does not include or intend any other warranty, guarantee, or representation.

D. TIME OF PERFORMANCE

1. **Timeliness of the Services.** BAGG will start and proceed with the work in a timely manner. When the PROPOSAL contains a time estimate, BAGG will schedule the work to comply with the estimate. Some latitude in time of performance is implied unless the PROPOSAL specifies that time of performance is an essential element of a specific part or parts of the scope of services.
2. **Unavoidable Problems or Delays.** Neither party to this CONTRACT shall hold the other party responsible for damages or delays in performance occasioned by events beyond their control or due to factors that could not reasonably have been foreseen at the time this CONTRACT was entered into. Should such problems occur, both parties shall use their best efforts to overcome all difficulties and resume the normal pursuit and schedule of work. Such delays shall commensurately increase the CONTRACT completion time, and shall commensurately increase the CONTRACT amount by extra personnel, equipment, subcontract, and other charges directly attributable to the delays. At the option of either party to this CONTRACT, such delays may make this CONTRACT subject to termination or renegotiation.
3. **Suspension of Services.** At any time, CLIENT may suspend performance of services upon five calendar days written notice to BAGG. If payment of invoices is not maintained on a one-month-current basis, BAGG may suspend performance of services upon five calendar days written notice to CLIENT, and may withhold reports and other work products. BAGG shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. All suspensions shall commensurately increase the CONTRACT completion time, and shall commensurately increase the CONTRACT amount by extra personnel, equipment, subcontract, and other charges directly attributable to the delay from the suspension. At BAGG's option, a suspension for more than 30 calendar days in the aggregate may make this CONTRACT subject to termination or renegotiation.

E. INVESTIGATION AND CONSULTATION SERVICES

1. **Inherent Uncertainties.** Geotechnical Engineering and Engineering Geology include fields of practice that are evolving and are sometimes imprecise and inconsistent in terms of law, regulation, and state of the art. Further, geotechnical engineering and engineering geology require interpretation of data of limited precision, use data that must be interpolated between widely spaced information points, and interpret subsurface conditions that are usually variable. These inherent uncertainties generally preclude absolute answers, and sometimes result in changes to conclusions and recommendations as changed or different conditions are revealed by subsequent activities.

2. **Resulting Limitations.** BAGG shall be responsible for its counsel and advice (a) only to the extent that its counsel and advice are followed, (b) only to the extent that reasonable amounts of exploration, observation, testing, and analysis have revealed the pertinent conditions, (c) only when it observes or is informed of any subsequent activities that have revealed changed or different conditions, (d) only when it is retained to advise whether the changed or different conditions indicate a need to revise its recommendations or conclusions, and (e) only when it is retained to make revised recommendations and observe and test performance of any recommended work.
3. **Damage or Alteration to Property.** Some damage or alteration to property may result from normal performance of investigation services. BAGG will take reasonable precautions to minimize such damage or alteration, but shall not be responsible to provide corrective measures unless the PROPOSAL stipulates that BAGG shall be responsible to provide specific remedies for specific types of damage or alteration.
4. **Discovery of Unanticipated Hazardous Materials.** It is possible for hazardous materials to exist at a site where there is no reason to believe they could or should be present. BAGG and CLIENT agree that discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CLIENT waives any claim against BAGG, and agrees to indemnify and hold BAGG harmless from any claim or liability for injury or loss arising from BAGG's encountering of hazardous materials, including cleanup of hazardous materials accidentally spread by BAGG's activities.
5. **Permits and Approvals.** If the Proposal so stipulates, or CLIENT later so requests, BAGG shall assist CLIENT in applying for permits and approvals from regulatory agencies. This assistance relates to completing and submitting forms, letters, and/or reports as to the results of services performed. BAGG is prepared to provide additional services as needed, such as conducting additional investigations and special tests, performing special research studies, preparing special documentation, and developing and delivering testimony. CLIENT and BAGG agree to discuss the scope of any additional services and the fees and expenses involved before BAGG performs them on CLIENT's behalf. BAGG's performance of its services does not in any way guarantee that permits will be issued or approvals granted, and nothing in BAGG's services shall be construed as an analysis or determination that CLIENT is in compliance with federal, state, or local laws, statutes, codes, ordinances, or regulations.

F. CONSTRUCTION OBSERVATION, TESTING, AND MONITORING SERVICES

1. **Construction Monitoring.** CLIENT recognizes that unanticipated or changed conditions may be encountered during construction, and that the Geotechnical Engineer who performed the investigation and design analyses is in the best position to recognize what constitutes a unanticipated or changed condition, and what is anticipated by his recommendations. CLIENT further recognizes that construction monitoring is a Quality Control/Quality Assurance technique employed to minimize risk. Provision of construction monitoring by BAGG is not insurance, nor does it constitute a guarantee of any type, and in no case does it relieve any contractor of its responsibility to perform the work in accordance with the plans and specifications. Should CLIENT for any reason not retain BAGG to perform construction monitoring during the full period of construction, CLIENT waives any claim against BAGG, and agrees to indemnify, defend, and hold BAGG harmless from any claim or liability for injury or loss that result from unanticipated or changed conditions not being discovered, or result from findings, conclusions, recommendations, plans, or specifications developed by BAGG, which in fact were not followed.
2. **Construction Supervision.** CLIENT agrees that provision of geotechnical construction monitoring services does not include or imply construction supervision. CLIENT also agrees that BAGG shall not be responsible for, nor have control or charge of any means, methods, techniques, sequences, or procedures of construction. BAGG will report observations, test results, and professional opinions to CLIENT. No action of BAGG or its representatives shall be construed as altering any agreement between CLIENT and others. Whenever in BAGG's opinion any observed work does not comply with plans, specifications, or our recommendations, BAGG will report this to CLIENT. BAGG has no right to reject or stop the work of any agent of CLIENT. Furthermore, BAGG's presence on a jobsite does not in any way guarantee the completion or quality of performance of the work of any party retained by CLIENT.

3. **Jobsite Safety.** BAGG will be responsible for the safety-related actions of its personnel acting within the scope of their employment, but shall not be responsible for jobsite safety or the safety-related actions of others including third parties, personnel of contractors, personnel of architects, personnel of other engineers, and CLIENT.
4. **Verification of Compliance.** Following construction monitoring, CLIENT may request a report verifying the work's compliance with the plans, specifications, and/or BAGG's recommendations. Such verifications are professional opinions based on observations of the work and on tests of samples of the work. Such verifications do not guarantee that all the work conforms with plans or specifications, and they do not relieve CLIENT's contractor of responsibility for conformance.
5. **Verification of Grades.** BAGG does not measure or verify site grades.

G. RISK ALLOCATION

1. **Relation Between Risks and Potential Profit.** A variety of risks potentially affect geotechnical engineers and engineering geologists entering an agreement to perform professional services on behalf of a client. One of these risks stems from the engineer's or geologist's potential for human error. Additional risks stem from current applications of legal doctrines wherein liability may be assigned without any showing of errors, omissions, or negligence. Strict liability is being applied, joint and several liability for damages is being assessed, third parties are claiming injury, and all conceivable parties to a project are being named as defendants in legal actions. Plaintiffs misunderstand or claim to misunderstand the uncertainties and limitations inherent in engineering and geologic services, and issues are often technical, complicated, and easy to obfuscate. In the current legal climate, potential defense costs and other potential losses constitute high-liability risks that bear no reasonable relationship to an engineer's or geologist's potential profit. Such risks on some types of projects are virtually uninsurable.
2. **Limitation and Indemnification.** In order to obtain the benefit of a fee that includes a lesser allowance for dealing with engineering/geologic risks, CLIENT agrees to limit BAGG's liability to CLIENT. As a sharing of risk commensurate with relative potentials for profit, CLIENT agrees that, to the fullest extent permitted by law, the total aggregate liability of BAGG and its employees, officers and subconsultants to CLIENT, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys fees) arising out of this CONTRACT shall be limited to the greater of **\$50,000, or BAGG's total fee**, for services rendered under this CONTRACT.
3. **Limitation/Indemnification as a Business Understanding.** The limitation/indemnification in Item G2 of these TERMS is a business understanding between CLIENT and BAGG, and shall apply to all theories of recovery including breach of contract or warranty, tort including negligence, strict or statutory liability, and any other cause of action except willful misconduct or gross negligence. **CLIENT understands that dollar limits higher than that indicated above can be negotiated. If CLIENT wishes to discuss higher limits and their impact on BAGG's fee, CLIENT should contact BAGG.**

H. DISPUTE RESOLUTION

1. **Timing of Claims** In the event that CLIENT makes a claim against BAGG, at law or otherwise, for any alleged error, omission, or other act arising out of performance of BAGG's services, the claim shall be presented to BAGG in writing. Upon such notice, the parties shall immediately meet and negotiate toward resolution of the claim.
2. **Potential Stoppage of Services.** In the event that the claim is not resolved within 15 days of the date of notice, BAGG may stop providing its services without liability regardless of whether the claim is ultimately resolved.
3. **Mediation.** All claims, disputes, and other matters in controversy between BAGG and CLIENT, arising out of or relating to this CONTRACT or the breach thereof, shall be submitted to non-binding mediation under the auspices of a mutually agreed upon Mediation Service experienced in handling construction related disputes prior to initiation of any lawsuit or other litigation unless BAGG and CLIENT mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the State of California in Santa Clara County.

I. TERMS OF PAYMENT

- 1. Timing of Invoices and Payments.** In the absence of specific arrangements to the contrary, BAGG will send monthly invoices to CLIENT. The invoices shall be due and payable when billed. If not paid within one month, invoices are overdue and subject to a service charge of 0.8333 percent per month (10% per year) from the billing dates. Suspension of the work in accordance with Items D 2, D 3, and H 2 of these TERMS will not be cause for suspension of any payments.
- 2. Disputes Over Payment.** To be recognized, any dispute over a statement shall be presented in writing to BAGG within one month after the billing date.
- 3. Enforced Payment.** In the event that collection procedures or litigation become necessary to enforce payment, CLIENT shall reimburse BAGG for all reasonable costs incurred, including staff time, collection fees, attorneys' fees, court costs, and other claim-related expenses. Venue for litigation shall be in any court of competent jurisdiction in Santa Clara County, California.

J. OWNERSHIP AND REUSE OF MATERIALS

- 1. Ownership of Materials.** All materials developed for the job, including reports, data sheets, and other documents, are instruments of service. Initially they are all the property of BAGG. After all fees for the job have been paid, reports (only) become the property of CLIENT, subject to retention and use of copies by BAGG. Client-provided documents shall remain the property of CLIENT.
- 2. Unpaid-for Materials.** Upon demand by BAGG, CLIENT shall return to BAGG all unpaid-for materials, including reports, and shall not use them for licensing, permitting, design, construction, or other purposes. Without notice to CLIENT, BAGG may make unrestrained use of unpaid-for materials, including reports.
- 3. Reuse of Materials.** Without written concurrence by BAGG, none of the materials, including reports, shall be considered suitable for reuse on extensions or modifications of the subject project, or for reuse on other projects.

K. RETENTION OF MATERIALS

- 1. Retention of Reports.** BAGG will retain copies of reports for at least ten years after their issuance.
- 2. Retention of Files.** BAGG will retain all pertinent records relating to services performed for a period of six years following submission of a report, during which period the records will be made available to CLIENT at all reasonable times.
- 3. Retention of Samples.** Soil, rock, water, and/or other samples obtained from the jobsite are the property of CLIENT. BAGG shall preserve such samples for a least thirty calendar days after issuance of a report they support, or, if no report is planned, at least thirty calendar days after the samples were obtained, unless other arrangements are mutually agreed-upon in writing.

EXHIBIT D

Consultants, Specialists, or Experts

Sandra Etchell

Environmental & Wildlife Biology

5536 Manila Avenue

Oakland, CA 94618

707-396-2299

BAGG Engineers

847 West Maude Avenue

Sunnyvale, CA 94085

650-852-9133



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER

DATE: FOR THE MEETING OF JUNE 15, 2011

SUBJECT: APPROVE AN AGREEMENT WITH EDWIN F. FLINT FOR POLICE CHIEF SERVICES FOR THE TOWN

RECOMMENDATION:

Approve an with agreement with Edwin F. Flint to provide interim Chief of Police services on a month to month basis in the amount of \$14,500 per month, and authorize City Manager to execute a contract on behalf of the Town

INTRODUCTION:

The Towns Chief of Police recently announced his retirement. Staff recommends appointing Ed Flint, as the interim Chief of Police. For continuity service and smooth transition purposes staff recommends approving the services of Edwin F. Flint to perform Chief of Police services for the Town until a successor arrangement is decided.

FISCAL IMPACT:

\$14,500 per month.

**INTERIM POLICE CHIEF CONTRACT FOR SERVICES
BETWEEN
THE TOWN OF ATHERTON
AND
EDWIN F. FLINT**

July 20, 2011

1. PARTIES AND DATE

This Agreement is entered into by and between the Town of Atherton, California, a municipal corporation (the "Town"), and Edwin F. Flint. The Town and Flint are sometimes individually referred to as a "Party" and collectively as "Parties." The Agreement shall become effective on May 1, 2011.

- A. The Town requires the services of an Interim Police Chief during the period in which it searches for and hires a regular Police Chief.
- B. Edwin F. Flint, an independent contractor, has the necessary specialized education, training, experience, skills, and expertise to serve as the Town's Interim Police Chief.

2. DURATION OF INTERIM POLICE CHIEF SERVICES

The Town hereby retains Edwin F. Flint to serve as interim Police Chief to the Town. Under this Agreement, Edwin F. Flint will serve as the Town's Interim Police Chief, and will be appointed to that position by the City Manager. Any replacement shall be an individual approved by and acceptable to the City Council. Flint's services to the Town shall commence on July 20, 2011, and shall continue in accordance with the provisions of this Agreement until terminated pursuant to Section 5 of this Agreement.

3. PAYMENT FOR SERVICES

The Town agrees to provide the following payments to Flint during the term of the agreement:

A. Payments

The Town will pay Flint \$14,500 per month. Service for any partial month shall be charged at a pro-rated amount calculated on a 30-day month basis.

B. Expenses

The Town shall provide Flint with the following equipment to be used in the performance of his official duties as Interim Police Chief:

- 1) Unmarked police emergency vehicle equipped with radio, red light and siren.
- 2) Cellular phone and portable police radio.
- 3) Standard police safety equipment issued to all police officers.
- 4) Reasonable uniform allowance to be approved by City Manager.

C. Maximum Hours and Length Of Service

Edwin F. Flint is a CalPERS annuitant, and is providing services under this Agreement pursuant to Government Code Section 21221(h). As set forth in Government Code Section 21221(h), Flint may not work more than 960 hours in any fiscal year, and may not serve for more than 12 months. Flint is obligated to notify the Town when Flint's total hours of work in the fiscal year reach 860.

4. CONDITIONS AND BENEFITS

A. Independent Contractor Services

The Parties intend that Flint shall serve as an independent contractor and that the relationship created by this Agreement is that of an independent contractor, not an employee. Flint shall not be entitled to the benefits provided by the Town to its employees, including, but not limited to, workers' compensation insurance, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance, unemployment insurance, paid holidays or leaves of absence, or retirement. Flint has received independent advice from attorneys and/or accountants in the development of this Agreement and, notwithstanding Section 7C of this Agreement, Flint agrees to indemnify and hold the Town harmless for any actions by state or federal governmental agencies challenging Flint's independent contractor status.

B. Responsibility for Contributions, Payments, or Withholding

Flint shall be solely responsible for all contributions, payments, or withholding for state and federal taxes including, but not limited to income taxes, social security taxes, California state disability insurance taxes, and unemployment, and workers' compensation contributions.

C. Insurance

Flint shall obtain all legally required insurance for Edwin F. Flint, including, but not limited to workers' compensation insurance, disability insurance, employment insurance, and automobile insurance.

5. TERMINATION OF AGREEMENT

A. Completion of 960 Hours or Service for 12 Months

This Agreement shall terminate immediately upon Flint's having worked 960 hours in any fiscal year in the service of the Town as the Interim City Manager, or the completion of 12 months of service, whichever occurs earlier.

B. Termination of Agreement by Danielson

Flint may terminate this Agreement at any time with or without cause. However, Flint agrees to give the Town at least 30 days advance written notice of his desire to terminate the Agreement, unless the Parties otherwise agree in writing.

C. Termination of Agreement by the Town

Notwithstanding anything to the contrary in the Town Municipal Code (including, but not limited to Section 2.12.090) or other provisions of the Municipal Code or Town rules and regulations, the Town may terminate this Agreement at any time with or without cause and with or without advance notice to Flint. Termination by the Town shall be effective upon approval by the City Manager of the termination of this Agreement.

D. Return of Town Property

Flint agrees that all property, including, but not limited to all equipment, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Flint incident to the service as Interim Police Chief belongs to Town and shall be returned promptly to the Town upon termination of this Agreement. Flint's obligations under this subsection shall survive the termination of this Agreement.

6. SCOPE OF WORK TO BE PERFORMED

A. The Interim Police Chief shall be the chief executive and appointing authority for the Police Department, and be responsible to the City Manager for the effective and efficient administration of all law enforcement provisions of the Town. The City Manager shall establish

policy direction through goals and objectives for the Interim Police Chief, and provide those to Flint on or before August 1, 2011.

- B. Except as otherwise provided in this Agreement, the Interim Police Chief shall perform all of the duties and have the authority of the Police Chief as described in the Town's ordinances, resolutions, and other written policies and procedures of the Town, including, but not limited to Atherton Municipal Code Section 2.12.070.
- C. Flint is responsible for determining the method and means by which the Police Department renders police services, achieves organizational goals and objectives, and directs personnel matters. Flint has the discretion to determine his work schedule and to control and direct his work as Interim Police Chief. Flint will be present in the Town as needed to carry out the responsibilities of the Interim Police Chief as set forth in this Agreement.

7. MISCELLANEOUS PROVISIONS

A. Amendments

This Agreement may be amended at any time by mutual agreement of the Town and the Interim Police Chief. Any amendments are to be negotiated, put in writing, and approved by the City Manager.

B. Conflict of Interest

- (1) Flint shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.
- (2) Flint shall also be subject to the conflict of interest provisions of the California Government Code and any Town conflict of interest code applicable to the Interim Police Chief, and shall promptly complete and file with the Deputy City Clerk the required Fair Political Practices Commission Form 700 at the time of appointment, and at the time of separation from the position.

C. Indemnification

Except as otherwise provided in this Agreement, the Town shall defend, indemnify, and hold harmless Flint against and for all claims or losses sustained in direct consequences of the discharge of the Interim Police Chief's duties on the Town's behalf during the period of this Agreement. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that Flint may have under

the law. The Town has the discretion to select the attorneys to provide any required defense, and may decide to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The indemnity provided by this Agreement shall not extend to any judgment for damages arising out of any willful wrongdoing by Flint.

D. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

E. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in San Mateo County, California.

F. Entire Agreement

This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.

G. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which shall be required, or which Flint or the Town may desire to make, shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

(1) If to the Town:

Town of Atherton
c/o City Manager and City Attorney
91 Ashfield Road
Atherton, California 94027
Attn: Mayor and Town Council

(2) If to Flint:

Edwin F. Flint
6342 Agua Vista
Rancho Murieta, CA 95683

8. EXECUTION

IN WITNESS WHEREOF the Parties execute this Agreement below:

TOWN OF ATHERTON

Edwin F. Flint

By: _____
John H. Danielson
City Manager

By: _____
Edwin F. Flint

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Janet Cory Sommer
Burke, Williams & Sorensen, LLP
City Attorney

Date: _____

APPROVED BY CITY COUNCIL ON DECEMBER 22, 2010:

By: _____
Theresa DellaSanta
City Clerk



Town of Atherton

City Council

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CHIEF MICHAEL GUERRA

DATE: FOR THE MEETING OF JUNE 20, 2011

SUBJECT: GRAND JURY REPORT REGARDING TASERS

RECOMMENDATION:

It is recommended that the Atherton City Council approve the attached response letter to the San Mateo County Civil Grand Jury regarding the use of Tasers by San Mateo County law enforcement agencies.

INTRODUCTION:

On May 24, 2011, the 2010/11 Grand Jury filed a reported entitled "TASERS Standardizing to Save Lives and Reduce Injuries". While most of the findings and recommendations are specifically directed at several different law enforcement agencies, there were two findings and resulting recommendations directed toward City Councils and municipal police departments including the Town of Atherton. The recommendations that arose from the findings are, that City Councils of all cities...:

1. "Add a deployment only category to all use of force reports and to track the effect that this "light-up" mode has in assisting deputies to gain and maintain control of subjects" (Light-up is synonymous with "deploying," which refers to drawing and aiming the Taser without actually firing it).
2. "Require uniformed officers to have TASER devices available to the same extent that the officers are required to have a firearm available to use."

In response to Recommendation #1, we have already implemented it. The Atherton Police Department already tracks incidents where Tasers are deployed in the "light-up" mode. We have done so since the initial issuance of Tasers to our officers in 2004.

In response to Recommendation #2, we will not be implementing it. Our agency has purchased a sufficient numbers of Tasers so that each sworn officer has been issued one. Although we do not mandate that all officers carry a Taser on their person, all have chosen to do so. Because there could be limitations of future officers of diminutive stature that could limit the room available on their gun belts, we permit officers to carry their Tasers in their on-duty patrol vehicle. This is the same as is the case with patrol rifles and our Taser rifle so they are available for deployment should the need arise.

ANALYSIS:

The Atherton Town Council approved the purchase of Taser electronic control devices in 2004 to be carried by Atherton Police Officers after they completed extensive training in the use of that weapon. In addition to purchasing the equipment, the Department added Tasers to the Department's existing detailed use of force reporting system. This system documents incidents where a Taser was deployed ("light-up" mode) and activation (firing). The involved officer provides a detailed written report that is reviewed and approved by his or her immediate supervisor. Once the report is approved, it is forwarded to the Lieutenant and Chief of Police for review and evaluation. Through the implementation of our use of force reporting system, our Department is already in compliance with Grand Jury Recommendation #1.

Atherton purchased enough Taser units so that all sworn officers could be issued one. We did not mandate that they be worn on gun belts. There was a concern that officers with a smaller waist may not have room on their gun belts to adequately carry a Taser. Nevertheless, all uniformed officers have chosen to carry a Taser and have been able to find room on their gun belts to do so. However, it is possible that in the future diminutive size officers may not be able to accommodate a Taser on their gun belts. For this reason, officers have been given the choice to wear them on their person or carry them in their patrol vehicles, much the same as our patrol rifles and Taser rifle. It is for this reason that we will not be implementing Grand Jury Recommendation #2.

FISCAL IMPACT:

The cost of the Taser units that includes individual and rifle models has been fully funded through ABAG grant funding the last few years. In addition, ABAG also provides grants funds for Taser cartridges (ammunition). Consequently, the Town is reimbursed for the costs of Tasers and Taser cartridges.

ALTERNATIVES:

1. Approve the response letter as drafted.
2. Modify the response letter as directed by the Town Council.

Attachments: San Mateo County Civil Grand Jury Report regarding Tasers
Response letter dated July 20, 2011.

Prepared By:

Approved:

Michael Guerra
Police Chief

John H. Danielson
Interim City Manager

June 20, 2011

Honorable Joseph E. Bergeron
Judge of the Superior Court
Hall of Justice
400 County Center, 2nd Floor
Redwood City, CA 94063-1655

Dear Judge Bergeron:

We are in receipt of the San Mateo County Civil Grand Jury report entitled, "TASERS Standardizing to Save Lives and Reduce Risks." Pursuant to your May 24, 2011 request for response, the Town of Atherton City Council held a public meeting on July 20, 2011 and approved the following responses.

Findings:

Findings numbers 1-5 and 7 relate to law enforcement agencies other than the Town of Atherton. Of the two remaining findings that specifically apply to our police agency, our responses are as follows:

- "5. No agency requires reporting when a TASER device has been used in the light-up mode, but no activated."

Response:

Disagree wholly – Since our officers began carrying TASERS in 2004, every deployment ("light-up mode") as well as activation has been documented through entries in our Department's use of force reporting system. Details of every deployment are documented in a police report and a TASER Deployment form by the involved officer, which is then approved by his or her supervisor. The approved documents are then forwarded to the Lieutenant and Chief of Police who review and evaluate the event.

- "6. No agency requires that an officer who has been issued a TASER device actually keep it on his/her person. The TASER device may be kept secured in a patrol car for those officers on patrol duty."

Response:

Agree – Our agency does not mandate that officers carry their issued TASERS on their gun belts. We permit our officers to keep their TASERS in their patrol cars much the same as with our patrol rifles and our TASER rifle for ready access if/when necessary. One additional consideration for not mandating that officers carry their TASERS on their gun belts is that officers may not always have sufficient room on their duty belts to literally or reasonably carry them due to their size and bulk.

Recommendations:

The first seven recommendations made by the Grand Jury are directed to the San Mateo County Sheriff's Office (1-3), and the Menlo Park and East Palo Alto City Councils (1-4). Of the remaining two recommendations directed at the City Councils of the remaining cities in the county, our responses are as follows:

- "1. Add a "deployment only" category to all Use of Force Reports and track the effect that this 'light-up' mode has in assisting deputies to gain and maintain control over subjects."

Response:

The recommendation has been implemented and in existence since the issuance of TASERS to Atherton Police Officers in 2004. Every deployment ("light-up mode") as well as activation has been documented through entries in our department's use of force reporting system. Details of every deployment are documented in a police report and a TASER Deployment form by the involved officer, which is then approved by his or her supervisor. The approved documents are then forwarded to the Lieutenant and Chief of Police who review and evaluate the event.

- "2. Require uniformed officers to have TASER devices available to the same extent that the officers are required to have a firearm available for use."

Response:

The recommendation will not be implemented. Even though all uniformed Atherton Police Officers do carry their TASERS on their gun belts, there may be occasions or unusual situations in the future where officers may not be able to find room on their belts to carry their TASERS on their persons. Consequently, we have permitted officers to carry their TASERS in their patrol cars in a manner that provides immediate access if and when circumstances permit, much as is the case with our patrol rifles and our TASER rifle.

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

Thank you.

Sincerely,

Town of Atherton

Jim Dobbie, Mayor



Superior Court of California, County of San Mateo
Hall of Justice and Records
400 County Center
Redwood City, CA 94063-1655

COURT EXECUTIVE OFFICER
CLERK & JURY COMMISSIONER

(650) 599-1200
FAX (650) 363-4698
www.sanmateocourt.org

May 24, 2011

Town Council
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

Re: TASERS Standardizing to Save Lives and Reduce Injuries

Dear Councilmembers:

The 2010-2011 Grand Jury filed a report on May 24, 2011 which contains findings and recommendations pertaining to your agency. Your agency must submit comments, within 90 days, to the Hon. Joseph E. Bergeron. Your agency's response is due no later than August 22, 2011. **Please note that the response should indicate that it was approved by your governing body at a public meeting.**

For all findings, your responding agency shall indicate one of the following:

1. The respondent agrees with the finding.
2. The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

Additionally, as to each Grand Jury recommendation, your responding agency shall report one of the following actions:

1. The recommendation has been implemented, with a summary regarding the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
4. The recommendation will not be implemented because it is not warranted or reasonable, with an explanation therefore.

Please submit your responses in all of the following ways:

1. Responses to be placed on file with the Clerk of the Court by the Court Executive Office.
 - Prepare original on your agency's letterhead, indicate the date of the public meeting that your governing body approved the response address and mail to Judge Bergeron.

Hon. Joseph E. Bergeron
Judge of the Superior Court
Hall of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655.

2. Responses to be placed at the Grand Jury website.
 - Copy response and send by e-mail to: grandjury@sanmateocourt.org. (Insert agency name if it is not indicated at the top of your response.)
3. Responses to be placed with the clerk of your agency.
 - File a copy of the response directly with the clerk of your agency. Do not send this copy to the Court.

For up to 45 days after the end of the term, the foreperson and the foreperson's designees are available to clarify the recommendations of the report. To reach the foreperson, please call the Grand Jury Clerk at (650) 599-1200.

If you have any questions regarding these procedures, please do not hesitate to contact Brenda B. Carlson, Chief Deputy County Counsel, at (650) 363-4760.

Very truly yours,



John C. Fitton
Court Executive Officer

JCF:ck
Enclosure

cc: Hon. Joseph E. Bergeron
Brenda B. Carlson

Information Copy: Town Manager



TASERS

Standardizing to Save Lives and Reduce Injuries

Issue

Have the law enforcement agencies in San Mateo County adopted a standardized TASER[®] policy and, if so, is it effective?

Summary

This investigation focused on 20 uniformed police agencies of all cities/towns and the Sheriff's Department in San Mateo County, the California Highway Patrol, and BART (Bay Area Rapid Transit) Police. It was found that only two cities, Menlo Park and East Palo Alto, currently do not employ TASER devices. Standardizing TASER device use policies and training would provide law enforcement agencies with a unified understanding of appropriate response to events within and across jurisdictions in the County. Of those agencies using TASER devices, the use of force policies and training requirements are sufficiently similar to consider them standardized, with the exception of the Sheriff's Use of Force policy.

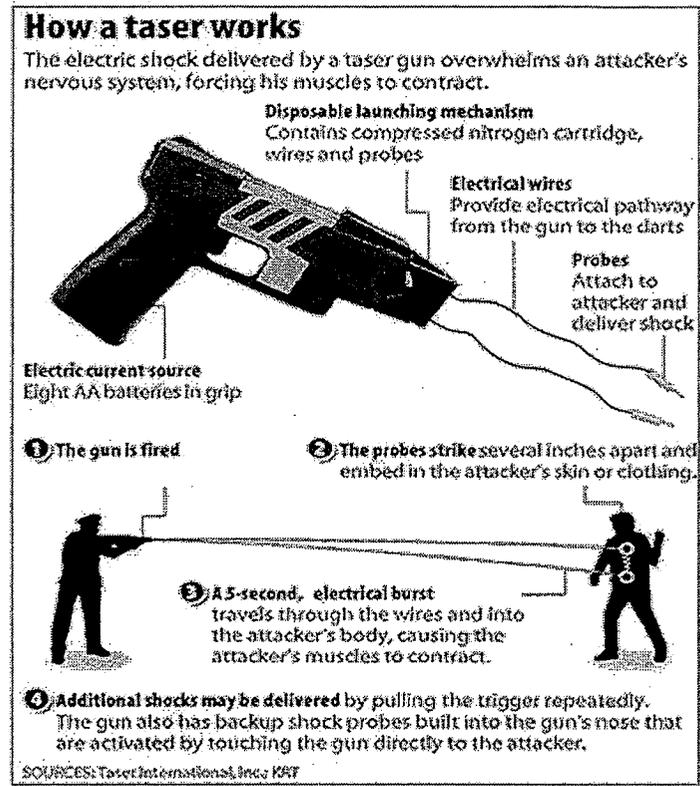
The 2011 San Mateo County Civil Grand Jury recommends that the Sheriff either adopt a Use of Force policy that is consistent with the other agencies in the County or reinstate the Sheriff's prior Use of Force policy dated April 10, 2008. It also recommended that uniformed officers across the County who are required to have a firearm while on duty carry this less-than-deadly force tool whenever they carry a firearm. It is further recommended that all agencies track the use of the TASER device to obtain control of subjects, even when the subject is not actually "tased."

Background

The TASER, a branded electronic control device (ECD), is a device manufactured by TASER International, Inc. that employs a high voltage, low amperage shock that is momentarily painful to the subject in a manner that causes the subject to lose muscle control and, if standing, fall to the ground. It works by the use of compressed gas to propel two barbs, attached by very thin wires, toward the subject. Once the barbs attach to skin or clothing, the shock is applied. It has an effective range of approximately 6 to 25 feet, thus allowing the officer to avoid immediate physical contact with the subject. The TASER device can also be used as a "stun gun" in what is called "drive stun" mode.¹ The TASER device is used by police officers to bring a subject under control, offering a less lethal option than a firearm.

¹ A TASER device can directly deliver an electrical shock from the device itself without the use of wires or barbs, but such requires physical contact with the subject. It does not incapacitate the subject, but uses momentary pain as the method of obtaining control. A "drive stun" is police terminology for approaching a subject to apply a TASER in the drive stun mode. The cartridge that is on the TASER device must be removed to use it in this way. This

The use of a TASER device in an instance where otherwise the officer would be required to use physical force to subdue a subject has been reported to reduce the incidence of officer injuries, and consequently the cost to taxpayers for insurance and disability payments.² The Association of Bay Area Governments (ABAG), which provides the insurance pool for all of the police agencies except the Sheriff's department and California Highway Patrol, encourages the use of TASER devices and provides grants for departments to obtain them at no charge. TASER devices are used by uniformed police officers in all law enforcement agencies in San Mateo County with two exceptions, the cities of East Palo Alto and Menlo Park. Peace officers³ in the Coroner's Office, District Attorney and Probation Department do not use TASER devices. No police agency uses an ECD made by any other company.



Although the TASER device is less lethal than a firearm, *no use of force is without lethal risk*. In the last two years in San Mateo County, TASER devices have been used approximately 130 times⁴ with no reported loss of life or serious injury attributable to the device. One agency reported an instance in which a TASER device was used under circumstances which, had it not been available and successfully activated, deadly force would have been used. The use of the TASER device likely saved the life of the subject.

The TASER device has a laser light that is used for aiming. This light is visible to a subject and when an officer "lights up" a subject with the laser light, this alone is often sufficient for the officer to gain the subject's immediate compliance.⁵

TASER devices can be misused by officers, just as any other use of force can be misused. The Grand Jury is unaware of any reported abuses by any of the law enforcement agencies in San Mateo County in the past 2 years which is the time frame studied here. The law enforcement agencies that use TASER devices have chosen to require extensive training, multi-level

practice is usually employed when the barbs of the TASER fail to attach, or when the officer is too close to use the TASER device at a distance.

² See Reduction in Injuries charts from several police agencies at http://www.taser.com/pages/le_overview.aspx

³ Sworn peace officers, as specified by statute, are authorized to use deadly force if needed.

⁴ See Appendix A.

⁵ For the purpose of this report we are calling this "deployment." "Activation" is when the officer actually uses, or attempts to use, the TASER device on a subject.

supervisory review, and reporting of any activation of the TASER device. The California Penal Code provides for criminal sanctions for the misuse of TASER devices.⁶

All of the law enforcement agencies in San Mateo County, except the Sheriff's Office, use TASER protocols established by Lexipol, LLC of California. These protocols define the procedures for device deployment (use of force), activation, subject follow-up, reporting, and review policies. Lexipol is a private company that contracts by subscription service for the development and updating of policies with police departments across the United States. Lexipol defends its policies in court as meeting the "standard of care" when litigation regarding their use by local law enforcement agencies arises.⁷ The Sheriff's Office does not use Lexipol and has developed its own comprehensive policies.

The Sheriff's Office provides law enforcement services for much of the County, including the unincorporated areas of the County and now including, by contract, the cities of San Carlos and soon Half Moon Bay, which previously had their own TASER device policies. The officers working for these cities are, or soon will become Sheriff's Deputies.

On February 22, 2010, the Sheriff's department modified its policy to require a higher threshold for deployment and activation of TASER devices by deputies.

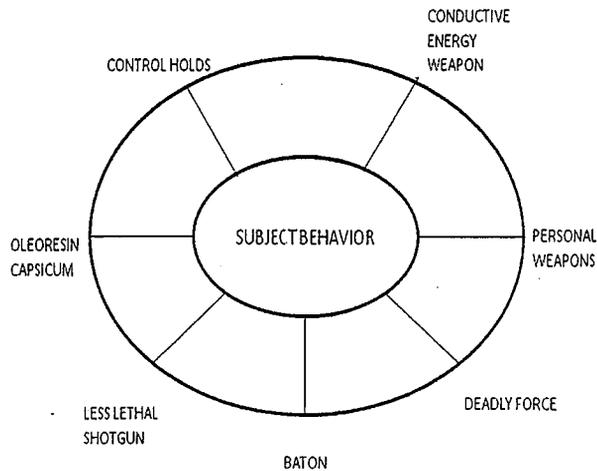
Sheriff's Department Use of Force Ladder		
	<u>April 10, 2008</u>	<u>February 22, 2010</u>
1	Officer presence	Officer presence
2	Verbal commands	Verbal commands
3	Light touch	Light touch
4	Physical controls (restraint holds)	Physical controls (restraint holds)
5	Aerosol pepper projection	Aerosol pepper projection
6	<i>Taser Electronic Control Device (ECD)</i>	Impact weapons (ASP/Baton, flashlight)
7	Impact weapons (ASP/Baton, flashlight)	Specialty Impact Munitions (SIMs)
8	Specialty Impact Munitions (SIMs)	<i>Taser Electronic Control Device (ECD)</i>
9	Carotid Control	Carotid Control
10	Deadly force	Deadly force

The Sheriff's Office employs a Use of Force Ladder (see diagram on previous page) that requires a deputy to use a baton or flashlight prod and Specialty Impact Munitions (e.g., rubber bullets) before deployment and activation of the TASER unless the deputy can articulate a reason to use the higher level of force presumably represented by the TASER. The Sheriff's Use of Force Policy, dated April 10, 2008, placed the threshold for TASER devices use immediately prior to the use of a baton or flashlight prod, providing an opportunity to avoid physical contact with a subject. The Sheriff's current Use of Force policy places the use of a TASER device after both the physical contact use of a baton or flashlight prod and the use of SIMS.

⁶ California Penal Code section 244.5.

⁷ More information about Lexipol can be found at <http://www.lexipol.com>.

Lexipol uses a toolbox⁸ approach, allowing the officer to use their best judgment based on the subject's behavior. The California Highway Patrol calls this the Use of Force Option Wheel. See diagram at right.



USE OF FORCE OPTION WHEEL DIAGRAM

Copied from the Highway Patrol Manual 70.6, page L-2

Investigation

The Grand Jury collected information regarding the extent of standardization, the use of TASER devices and the use of Lexipol in San Mateo County using a survey, analyzed reports and documents, and conducted interviews with several Police Chiefs, the Sheriff and other personnel within their respective agencies.

Officers who had actually deployed and activated a TASER in making an arrest were also interviewed. A chart summarizing information collected is provided in Appendix A.

To help understand the effectiveness and limitations of the TASER device, a local police agency conducted a demonstration of a TASER device deployment and activation for the Grand Jury. Among the documents reviewed were the *Use of Force* manuals published by the Police Department of each city, sample post-incident *Use of Force Reports*, Lexipol generic standards and protocols, and other relevant documents.

Findings

The 2011 San Mateo County Civil Grand Jury finds:

1. The Sheriff's Department has a Use of Force policy that is different than the standardized policies of the other uniformed law enforcement agencies in San Mateo County. The Sheriff Department's policy requires a deputy to make physical contact with subjects who are violent or threatening prior to the deployment and/or activation of the TASER device unless the deputy can identify and articulate a reason to move up the ladder to the TASER device use. Once engaged in physical contact, TASER use is limited to the "drive stun" mode.
2. Law Enforcement agencies often respond to calls outside their jurisdiction for mutual aid and joint task force operations, such as the San Mateo County Gang Task Force and Drug Task Force. In these joint operations the protocols for Taser use by the Sheriff are not the same as the other agencies in the county which also use TASERS:
3. Of the 18 uniformed police agencies using TASER devices in San Mateo County that the Grand Jury reviewed, the primary provider of Use of Force policies and TASER use

⁸ Many interviewees stated that "the TASER device is a use of force tool," that should be used appropriately just like any other tool available to officers.

policies is Lexipol, LLC. Fifteen cities, BART and the CHP use Lexipol, or have policies that are similar, if not identical, to Lexipol.

4. All agencies using TASER devices require training prior to the issuance of a TASER to individual officers; require annual or more frequent retraining; require a "Use of Force Report" when a TASER device is activated;⁹ and require medical evaluation for a subject who has been "tased."
5. No agency requires reporting when a TASER device has been used in the "light up" deployment mode, but not activated.
6. No agency requires that an officer who has been issued a TASER device actually keep it on his/ her person. The TASER device may be kept secured in the patrol car for those officers on patrol duty.
7. The cities of Menlo Park and East Palo Alto are the only San Mateo County police agencies that do not supply TASER devices to their officers and therefore TASERS are not available as an alternative to lethal force.

Conclusions

The 2011 San Mateo County Civil Grand Jury concludes:

1. TASER devices can be a use of force alternative to the lethal force of a firearm.
2. With the exception of the Sheriff's Office, of those agencies using TASER devices, the use of force deployment and activation policies are sufficiently similar to consider them to be standardized.
3. Without standardized use of force policies across San Mateo County with respect to activation and deployment of TASER devices, police officers and Sheriff's deputies do not have a consistent approach in responding to potential use of force events. In addition, a lack of common policies (and training) could set inconsistent expectations with the public and law enforcement officers alike as to when and how TASER devices will be deployed and activated.
4. Lexipol, LLC provides the most-used set of standards for Use of Force policies in San Mateo County.
5. All agencies that are using TASER devices have adequate training, supervision, reporting, review, and medical evaluation of the subject when TASER devices are used.
6. TASER devices that are deployed, but not activated, are not included in Use of Force reports. This understates the effectiveness of Tasers because "lighting up" a subject with the laser light is often sufficient for the officer to gain the subject's immediate compliance. The absence of this reporting can result in future decision-makers not having sufficient information about the utility of carrying and deploying this device.
7. An officer who is trained in the use of TASER devices cannot make use of the device if he or she is not carrying it when it is needed.

⁹ Please see attached sample Use of Force report attached as Appendix B

8. The use of a TASER device, before being required to physically subdue a subject, would result in fewer injuries to both officers and subjects. When an officer goes “hands on” with a subject, in the form of the use of a baton, flashlight prod, or other device that can cause physical injury, it places the officer and the subject into a position where physical injury is more likely.

Recommendations

The 2011 San Mateo County Civil Grand Jury recommends that the Sheriff:

1. Adopt either the Lexipol standard policies and decision toolbox approach, establish similar policies, or reestablish the prior Use of Force policy dated April 10, 2008.
2. Add a “deployment only” category to all Use of Force Reports and track the effect that this “light up” mode has in assisting deputies to gain and maintain control over subjects.
3. Require uniformed deputies to have TASER devices available to the same extent that the officers are required to have a firearm available for use.

The 2011 San Mateo County Civil Grand Jury recommends that the City Councils of the cities of Menlo Park and East Palo Alto:

1. Implement the use of TASER devices for their uniformed police officers.
2. Adopt Use of Force policies that are consistent with other San Mateo County cities.
3. Implement policies that require training, supervision, reporting, multi-level supervisory review, and medical evaluation of subjects when TASER devices are used as well as “deployment only” tracking for in-field incidents.
4. Require uniformed officers to have TASER devices available to the same extent that the officers are required to have a firearm available for use.

The 2011 San Mateo County Civil Grand Jury recommends that the City Councils of all cities other than Menlo Park and East Palo Alto:

1. Add a “deployment only” category to all Use of Force Reports and track the effect that this “light up” mode has in assisting deputies to gain and maintain control over subjects.
2. Require uniformed officers to have TASER devices available to the same extent that the officers are required to have a firearm available for use.

Appendix A

Survey Results on Tasers

Standardized Taser use and Training Policies Survey results	Is the agency using Tasers	Are they using Lexipol? Directly or leveraging their policies?	# of incidents of Taser use in past 2 years	Frequency of taser training?	Any authorized use by non-Peace Officers?
Atherton	YES	YES	0	initial training; repeated if lapse of 6 months	NO
BART	YES	YES	17 (although unclear from response whether this is in SMOG or across entire BART system)	initial training; repeated if lapse of 6 months	NO
Brisbane	YES	YES	2	Unknown	NO
Broadmoor	YES	YES	0	Unknown	"Some officers do." Unclear what this actually means.
Burlingame	YES	YES	4	Unknown	NO
CHP (Redwood City)	YES	NO	15	quarterly review	NO
Colma	YES	NO	2	annually; repeated if lapse of 6 months	NO
Daly City	YES	NO	26	annually	NO
East Palo Alto	NO	N/A	N/A	N/A	N/A
Foster City	YES	YES	drawn 5 times, never fired	initial 8 hr training, then periodic throughout the year; repeated if lapse of 6 months	NO
Hillsborough	YES	YES	drawn, never fired	initial training; repeated if lapse of 6 months	NO
HMB	YES	YES	fired 4 times, with 2 misses	initial training; repeated if lapse of 6 months	NO
Millbrae	YES	Yes	2	initial training; repeated if lapse of 6 months	NO
Menlo Park	NO	N/A	N/A	N/A	N/A
Pacifica	YES	NO	14	initial training	NO
Redwood City	YES	NO	1	initial training	NO
San Bruno	YES	NO	12	initial training	NO
San Mateo	YES	NO	8	initial basic ops & policy subsequent on as needed basis	NO
Sheriff	YES	NO	14	initial followed by use review for trng needs	NO
Soudi SE PD	YES	YES	11	initial training; repeated if lapse of 6 months	NO

Appendix B

REPORT#	DATE	TIME
----------------	-------------	-------------

SUSPECT INFORMATION Arrested: Yes No, 5150 Hold

Name: _____ Home ph#/Work #: _____

Home/Wk Address: _____

OFFICERS INVOLVED

Officer/Id#: _____ Officer/Id#: _____

Officer/Id#: _____ Supervisor/Id#: _____

WITNESSES (Name, Home/Bus. address, Home/Wk ph#)

FORCE RESPONSE (check the appropriate boxes)

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> 1 - Verbal | <input type="checkbox"/> 4 - Chemical agent | <input type="checkbox"/> 7 - Police Canine | <input type="checkbox"/> 10 - Carotid Control |
| <input type="checkbox"/> 2 - Control hold | <input type="checkbox"/> 5 - Taser* | <input type="checkbox"/> 8 - Flashlight | <input type="checkbox"/> 11 - Firearm |
| <input type="checkbox"/> 3 - Body force | <input type="checkbox"/> 6 - Baton | <input type="checkbox"/> 9 - Extended Range Impact Projectile | <input type="checkbox"/> 12 - Other instrument |

RESTRAINTS USED (check the appropriate boxes)

- | | | | |
|--|---|-----------------------------------|---|
| <input type="checkbox"/> 1 - Handcuffs/Leg Irons | <input type="checkbox"/> 2 - Flex cuffs | <input type="checkbox"/> 3 - Wrap | <input type="checkbox"/> 4 - Medical restraints |
|--|---|-----------------------------------|---|

Injuries sustained by Officer: _____

Injuries sustained by Suspect: Yes No Describe: _____

MEDICAL TREATMENT: Yes* No Refused by suspect * treated at the scene by: Fire Eng# _____ Ambulance# _____

Transported to:
 SMCo General Mills/Peninsula Sequoia Kaiser/RWC Kaiser/SSF Stanford SF General Other: _____

EMERGENCY ROOM INFORMATION

Attending Physician: _____ Nurses name: _____

Medical reports available? Yes No Photos taken? Yes No By whom: _____

Describe medical treatment: _____

Medical Waiver - Signed by suspect Suspect Refused

SUPERVISOR'S REVIEW AND ASSESSMENT

- | | | | |
|---|--|----------------------------|--|
| Incident report completely reviewed? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Photo's of ofc's injuries? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Need for City Attorney notification? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Dispatch/Radio CD's | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Use of force properly documented | <input type="checkbox"/> Yes <input type="checkbox"/> No | Administrator notified | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Copy of Report sent to Defensive Tactics Instructor | <input type="checkbox"/> Yes <input type="checkbox"/> No | * Taser X26 Use Report | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Photo's of suspect | <input type="checkbox"/> Yes <input type="checkbox"/> No | Policy followed? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Photo's of Scene | <input type="checkbox"/> Yes <input type="checkbox"/> No | Use of force justified? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

SUPERVISORY INVESTIGATION CHECKLIST

- Detective notified when injury is life threatening, fatal or police firearm is used
- Ensure immediate medical attention is rendered to all injured parties and photographs taken of suspect, involved officer and scene.
- Ask involved Officer "What happened? Are there any outstanding suspects? Are there any outstanding injured citizens or suspects?"
- Locate, identify and secure the scene, witnesses, suspects and related evidence.
- Begin independent interviews and obtain statements from victims, witnesses and/or suspects.
- Start area canvass for other witnesses or unaccounted people, etc.....
- Interview injured parties at hospital, obtain additional photographs. Obtain required medical information for report and medical waiver signed if possible.
- Interview involved officer for complete statement of incident (Within guidelines of Government Code § 3300 - 3400. Fatal or life-threatening only!)
- Collect information and thoughts to begin report.
- Complete Resistance Management Survey.
- Complete the body of the investigation (Non-lethal use only)
- Attach a copy of the police report to the investigation and route to the Division Captain and Chief of Police.

Notes: _____

Investigating Supervisor: _____ Date: _____

Division Commander: _____ Date: _____

Chief of Police: _____ Date: _____

Sergeant/ Supervisor upon completion, note time in hours spent on entire investigation _____

Police Administration (Captain and Chief) upon completion, note time in hours spent on entire investigation _____

Report #: _____	Charge: _____
------------------------	----------------------

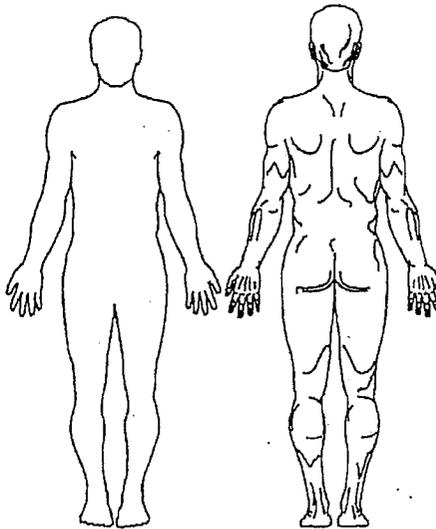
Subject: _____

Address: _____

Age: _____ Sex: _____ Height: _____ Weight: _____ DL: _____

APPLICATION AREAS

Please place "X's" on the points of contact



Comments: _____

Officer: _____ Date: _____

Supervisor: _____ Date: _____

Report #:	Charge:	
<p>Did dart contacts penetrate the subject's skin?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Did the application cause injury?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, was the subject treated for the injury?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Incident Type:</p> <p><input type="checkbox"/> Civil Disturbance <input type="checkbox"/> Suicidal <input type="checkbox"/> Violent Subject <input type="checkbox"/> Assaulted Officer <input type="checkbox"/> Barricaded <input type="checkbox"/> Warrant Service <input type="checkbox"/> Resisting Arrest <input type="checkbox"/> Other: _____</p> <p>General Appearance:</p> <p><input type="checkbox"/> Neat <input type="checkbox"/> Casual <input type="checkbox"/> Unkempt <input type="checkbox"/> Dirty <input type="checkbox"/> Sweaty</p> <p>Demeanor</p> <p><input type="checkbox"/> Nervous <input type="checkbox"/> Angry <input type="checkbox"/> Violent <input type="checkbox"/> Under Influence <input type="checkbox"/> Irrational <input type="checkbox"/> Combative</p>	<p>Speech</p> <p><input type="checkbox"/> Normal <input type="checkbox"/> Quiet <input type="checkbox"/> Slow <input type="checkbox"/> Talkative <input type="checkbox"/> Foreign Accent <input type="checkbox"/> Stutter <input type="checkbox"/> Slurred <input type="checkbox"/> Incoherent</p> <p>Influences</p> <p><input type="checkbox"/> PCP <input type="checkbox"/> Cocaine <input type="checkbox"/> Alcohol <input type="checkbox"/> Methamphetamine <input type="checkbox"/> Other: _____</p> <p>Drug: _____</p> <p><input type="checkbox"/> Emotionally Disturbed <input type="checkbox"/> Other: _____ <input type="checkbox"/> Unknown</p> <p>Threat Level</p> <p><input type="checkbox"/> Verbal Non-Combative <input type="checkbox"/> Defensive Resistance <input type="checkbox"/> Active Aggression / Assaultive <input type="checkbox"/> Deadly Force Assault / Weapon</p> <p>Suspect Weapons</p> <p><input type="checkbox"/> Blunt Weapon <input type="checkbox"/> Edged Weapon <input type="checkbox"/> Firearm</p>	<p>Clothing</p> <p><input type="checkbox"/> Jacket / Coat <input type="checkbox"/> Heavy <input type="checkbox"/> Light <input type="checkbox"/> Cloth <input type="checkbox"/> Nylon <input type="checkbox"/> Leather <input type="checkbox"/> Shirt <input type="checkbox"/> T-Shirt <input type="checkbox"/> Tank top <input type="checkbox"/> Dress Shirt <input type="checkbox"/> Pants / Trousers <input type="checkbox"/> Jeans <input type="checkbox"/> Dockers <input type="checkbox"/> Slacks <input type="checkbox"/> Shorts <input type="checkbox"/> Other: _____</p>



Town of Atherton

CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL
JOHN DANIELSON, INTERIM CITY MANAGER**

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF JULY 20, 2011

**SUBJECT: ADOPTION OF A RESOLUTION APPROVING THE STATEMENT OF
INVESTMENT POLICY FOR FISCAL YEAR 2011-2012**

RECOMMENDATION

Adopt a resolution approving the Statement of Investment Policy for FY 2011-2012.

DISCUSSION

The Town of Atherton is required under the California Government Code to have an annual investment policy. Cutwater reviewed the adopted FY 2010-2011 Statement of Investment Policy and is recommending no significant changes to the policy except for the safekeeping and custody of securities as shown on the attached redline copy.

A question has been raised if the Town should invest in certificate of deposit (CD). Based on the advice of Cutwater, staff is recommending against investing in CD.

FISCAL IMPACT

None

Prepared by:

Approved by:

Louise Ho, Finance Director

John Danielson, Interim City Manager

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

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON APPROVING THE STATEMENT OF INVESTMENT POLICY FOR
FISCAL YEAR 2011-2012**

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

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

WHEREAS, pursuant to State Law, the City Council reviewed the Town's Statement of Investment Policy on July 20, 2011; and

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

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

* * * * *

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

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

JAMES DOBBIE, MAYOR
TOWN OF ATHERTON

ATTEST:

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Bill Conners, City Attorney



Town of Atherton

Statement of Investment Policy

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

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

SCOPE

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

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

OBJECTIVES

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

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

DELEGATION OF AUTHORITY

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

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

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

PRUDENCE

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

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

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

ETHICS AND CONFLICTS OF INTEREST

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

AUTHORIZED SECURITIES AND TRANSACTIONS

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

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

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

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

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

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

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

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

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

INVESTMENT DIVERSIFICATION

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

PORTFOLIO MATURITIES AND LIQUIDITY

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

SELECTION OF BROKER/DEALERS

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

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

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

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

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

COMPETITIVE TRANSACTIONS

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

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

SELECTION OF BANKS

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

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

SAFEKEEPING AND CUSTODY

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

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

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

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

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

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

PORTFOLIO PERFORMANCE

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

REPORTING

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

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

POLICY REVIEW

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



Town of Atherton

Statement of Investment Policy

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

This Investment Policy was endorsed and adopted by the City Council on July 20, 2011. It replaces any previous investment policy or investment procedures of the Town.

SCOPE

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

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

OBJECTIVES

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

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

DELEGATION OF AUTHORITY

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

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

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

PRUDENCE

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

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

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

ETHICS AND CONFLICTS OF INTEREST

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

AUTHORIZED SECURITIES AND TRANSACTIONS

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

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

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

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

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

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

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

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

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

INVESTMENT DIVERSIFICATION

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

PORTFOLIO MATURITIES AND LIQUIDITY

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

SELECTION OF BROKER/DEALERS

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

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

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

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

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

COMPETITIVE TRANSACTIONS

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

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

SELECTION OF BANKS

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

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

SAFEKEEPING AND CUSTODY

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

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

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

All investment securities purchased by the Town will be delivered by either book entry or physical delivery and will be held in third-party safekeeping by a Town approved custodian bank, its correspondent bank or its Depository Trust Company (DTC) participant account.

PORTFOLIO PERFORMANCE

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

REPORTING

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

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

POLICY REVIEW

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



Town of Atherton

City Council

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CHIEF MICHAEL GUERRA

DATE: FOR THE MEETING OF JULY 20, 2011

SUBJECT: INTRODUCTION OF REVISIONS TO ATHERTON MUNICIPAL ORDINANCE 5.20.010 – SOLICITOR PERMITS

RECOMMENDATION:

Council approve the introduction of proposed revisions to Atherton Municipal Ordinance 05.20.010 for soliciting within the Town limits.

INTRODUCTION:

At various times of the year, Atherton residents are subject to various organized and unorganized groups going door-to-door to solicit charitable donations, or to sell products and services. The Town requires for-profit enterprises to obtain a Town issued solicitor's permit before conducting business. The charitable and political organizations that go door-to-door are not required to get a Town permit under the First Amendment.

When a solicitor is found to be in violation of Ordinance 5.20.010 (See Attachment "A") by the Atherton police for soliciting without a permit, the officer has the discretion to issue a warning or to cite the violator for a misdemeanor charge per Ordinance 1.20.040 (See Attachment "A") of the Atherton Municipal Code. In the criminal justice system, the local district attorney is responsible for prosecuting criminal offenses; however, municipal code violations like an unlawful solicitor are handled by the City Attorney.

The proposed revision of Ordinance 5.20.010 (See Attachment "A") of the Municipal Code would make the ordinance easier to understand and enforce. In addition, the penalty for violating the ordinance would become an infraction under Ordinance 1.20.050 of the Municipal Code. This would mean that these cases would be adjudicated in traffic court and not through the municipal trial court system. The police officer issuing a citation for the code violation would appear in court in the very same way they do for a

traffic violation. This means the City Attorney would no longer have to expend resources for filing and prosecuting misdemeanor offenders in a trial court setting.

ANALYSIS:

There are periods of time throughout the year when Atherton residents experience a high volume of door-to-door solicitations. While many residents have a “no soliciting” sign posted at the entrance to their properties, it does not always deter a solicitor. In addition, many solicitors work for a company or organization that is located out of state. It is not uncommon for the Atherton police to contact a solicitor who has been dropped off in the community by one of these companies along with five to ten other workers to canvas the neighborhood. It is also not uncommon for these workers to not even know what city they are in since they are not from California. Unfortunately, this means they are also often unfamiliar with Atherton’s municipal code regulating soliciting.

The Atherton police computer aided dispatch system (CAD) tracks calls for service relating to both lawful and unlawful solicitors, which are recorded in several categories. These categories include: “Muni Code,” Suspicious Circumstance,” and “Ped Check.” Our data analysis showed there were 14 incidents in 2010 involving an unlawful solicitor. At the present time, further data analysis has not been conducted on the multiple categories to determine which ones involved a legal solicitor because it would be very labor intensive. Each narrative entry for each incident would have to be viewed to determine if it involved a solicitor and not something else. These legal solicitors include not only ones who have a Town permit, but also those representing charitable or nonprofit organizations.

The Town Attorney has indicated the current version of Ordinance 5.20.010 has wording which could raise Constitutional concerns if challenged in court. The revised version of the ordinance changes the language to address any Constitutional challenges.

The revised ordinance also changes the penalty for violations of Ordinance 5.20.010 from a misdemeanor crime to an infraction. The fines associated with the infraction have already been adopted by Council in Ordinance 1.20.050. This change would reduce the expense of the Town having the City Attorney prosecute these violations, and allow violations to be adjudicated in traffic court without City Attorney involvement.

FISCAL IMPACT:

The fiscal impact will be that the City Attorney will no longer have to expend resources to review, file, and prosecute unlawful solicitor cases in a municipal trial court setting involving a judge and/or jury. Instead, the police officer issuing the citation will appear in traffic court, and there will be a fine schedule for the violation and prescribed in 1.20.50 MC, which the violator will have to pay if convicted.

Prepared By:

Approved:

Michael Guerra

Police Chief

John H. Danielson

Interim City Manager

See Ordinance on next page.

ATTACHMENT “A”

CURRENT

5.20.010 Permit—Required.

It is unlawful for any person or persons to enter in or upon any private residence, apartment, property or premises in the town for the purpose of soliciting or canvassing the owner or occupants thereof for orders for goods, wares, merchandise or services of any character or description, or for the purpose of offering to give or furnish any goods, wares, merchandise or services to any such owner or occupant in order to induce or invite any such order or orders, or for the purpose of soliciting subscriptions for books, newspapers, periodicals, magazines, or any other thing, or donations of money unless such person or persons shall have first applied for and received from the chief of police of the town a permit so to do. (Ord. 534 § 1, 2002: Ord. 417 § 13(A), 1985: Ord. 399 § 1, 1983: Ord. 271 § 1, 1966)

PROPOSED

5.20.010 Permit- Required.

No solicitor, peddler, hawker, itinerant vendor, merchant, canvasser, or transient vendor shall enter upon residential property for the purpose of soliciting orders for or selling goods, wares, merchandise, or service, including subscriptions or orders for books, magazines, or periodicals, if a notice prohibiting soliciting or peddling is visibly displayed upon the property, and further, no such soliciting or peddling shall occur during the hours from sunset to sunrise.

Any person found to be in violation of section 5.20.010 Permit-Required would be subject to a penalty of an infraction and said person(s) may be subject to the issuance of a citation for the violation. The penalty for each infraction is indicated in Ordinance 1.20.050.

PENALTY

1.20.040 Penalty—Misdemeanor.

Each misdemeanor shall be punishable by imprisonment in the county jail for not to exceed six months, or by fine not exceeding one thousand dollars, or by such fine and imprisonment. (Ord. 490 § 4, 1996: Ord. 387 § 4, 1981)

1.20.050 Penalty—Infraction.

Each infraction shall be punishable by (1) a fine not exceeding one hundred dollars for a first violation; (2) a fine not exceeding two hundred dollars for a second violation of the same ordinance within one year; (3) a fine not exceeding five hundred dollars for each additional violation of the same ordinance within one year. (Ord. 490 § 5, 1996: Ord. 387 § 5, 1981)



ITEM 21

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOHN DANIELSON, CITY MANAGER

DATE: FOR THE COUNCIL MEETING OF JULY 20, 2011

SUBJECT: IMPLEMENTATION OF TOWN'S LAST BEST AND FINAL OFFER REGARDING CONTRACTING OUT OF BARGAINING UNIT WORK FOR MISCELLANEOUS TOWN EMPLOYEES REPRESENTED BY TEAMSTERS 856

RECOMMENDATION

Adopt Resolution 11-19, implementing the Town's Last, Best, and Final Offer to contract out work currently performed by members of the Miscellaneous Town Employee bargaining unit pursuant to the impasse resolution procedures contained in Municipal Code Sec 2.152.160.

INTRODUCTION

The Town has a projected budget shortfall in excess of \$856000 for FY 2011/12. The Council directed the Town Manager to pursue various alternative solutions which would reduce the shortfall and achieve a more sustainable financial condition. One alternative which the Town Manager elected to pursue was the outsourcing of some municipal services as a partial solution to the budget situation.

On May 12, 2011 the Town Manager sent Teamsters Local No. 856 ("Teamsters") notice of the town's intent to layoff employees in the following classifications: Building Inspector/Plan Checker, Sr. Building Inspector/Plan Checker, Permit Technician, Office Specialist, Town Arborist, Finance Assistant, Parks/Facilities/Public Works Maintenance Worker I & II, Parks Supervisor, and Public Works Supervisor, and to outsource the functions of the Department of Public Works and the Building Department. The letter advised the Teamsters to contact the Town's negotiator if they wished to meet and confer over the proposal to outsource bargaining unit work.

Negotiations

On May 26 negotiators for the Town and the Teamsters held an initial meeting and the Town presented its initial proposal to outsource the functions. The Teamsters asked a

number of questions and requested specific information which the Town provided over the following days. A second negotiating session was convened on June 9. Again, the parties discussed a variety of budgetary and personnel issues related to the proposal to outsource. During this meeting the Teamsters offered a specific proposal as an alternative to outsourcing.

This Teamsters alternative proposal was presented in writing by letter dated June 10 and contained the following provisions:

Term	Proposal
Duration	2 years
Pension	Employees to pay 8% of pension costs
Salary Reduction	Ten (10) unpaid furlough days
Voluntary Separation Incentive	Multiple packages from five (5) years of service (\$5K) to twenty-five (25)+ years of service (\$25K)
Contracting Out	No contracting out through June 30, 2013
Layoffs	No layoffs through June 30, 2013

After providing this proposal, the Teamsters requested that the Town identify specific cost savings from outsourcing Public Works and Building functions. The Town identified the savings that had been achieved through outsourcing in other communities. However, because the Town had not yet received proposals, it could not provide specific savings figure from actual bidders. At the Teamsters' request, the Town had advised the Teamsters on June 3 that it would issue a Request for Proposals (RFP) to obtain specific and detailed information regarding the savings from outsourcing.

During this meeting, and in order to further assess potential savings from the out sourcing of bargaining unit work, the city also proposed to modify its original layoff date of June 30 to July 15, allowing additional time for negotiations. Notwithstanding the extension in layoff dates, and the fact that the parties had only met twice, the union contacted the State Mediation and Conciliation Service (SMCS) to conduct mediation.

Impasse

The Atherton Municipal Code identifies the following impasse procedures:

2.52.160 Impasse procedures—Designated.

Impasse procedures are as follows:

A. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

B. If the parties agreed to submit the impasse directly to the city council, or if the parties did not agree on mediation or the selection of a mediator and did not agree on fact-finding, or having so agreed, the impasse has not been resolved through such mediation and/or fact-finding, the city council shall take such action regarding the impasse as it, in its discretion, deems appropriate as in the public interest. Any legislative action by the city council on the impasse shall be final and binding. (Ord. 377 § 15, 1980)

On June 14 the Town received a copy of a letter from the Teamsters to the State Mediation and Conciliation Service (SMCS), requesting the services of a mediator in the outsourcing negotiation. The Town immediately contacted the Teamsters to determine their intent in making this request, as mediation is an option following a declaration of impasse. The Town presented the Teamsters the question of whether they asserted that an impasse existed. The Teamsters confirmed that it believes that impasse existed and that it intended to proceed with impasse procedures.

On June 29, 2011, Pursuant to Atherton Municipal Code Section 2.52.150, the parties held a telephonic impasse meeting to identify and specify in writing the issues that remained in dispute and to confirm that the parties had agreed to mediation.

Additionally, on June 29 the Town issued its Last Best and Final Offer to the Teamsters. That proposal consisted of the following elements:

Subject	Town proposal and/or counterproposal
Separation Incentives	COBRA replacement Years of service 1-5 yrs 4 mos of cash equivalent to COBRA cost 6-10 yrs 8 mos of cash equivalent to COBRA cost 11 yrs + full 12 mos of cash equivalent to COBRA cost Separation incentive for those with 25+ years – \$15K for immediate and voluntary separation
Outsourcing	Reject no outsourcing proposal
Layoffs	Reject no layoff proposal
Salary	Employee pension contribution plus salary reductions would need to be sufficient to cover costs needed to be competitive with outside contractor. Remove all provisions related to salary surveys and resulting adjustments. Town rejects use of unpaid furlough days.
Pension	Employee pension contribution plus salary reductions would need to be sufficient to cover costs needed to be competitive with outside contractor
Term	Appended to master contract.

On July 5, 2011, the parties entered into mediation under the auspices of the California State Mediation and Conciliation Service (Mediator Seymour Kramer). Regrettably, the parties were unable to reach agreement and Mediator Kramer concluded mediation that same day.

The Town reiterated its June 29 Last Best and Final Offer on July 15, 2011. The Teamsters have not provided any additional proposals since June 10.

The parties have not agreed to proceed to fact finding pursuant to Atherton Municipal Code Section 2.52.160.B. Therefore, this matter is now properly before the Town Council for determination.

ANALYSIS

Adoption of the Town’s Last Best and Final Offer would provide for the elimination of budgeted positions in the Town’s Public Works, Building Department, Administration and Finance would direct the Town Manager to establish contracts with appropriate entities to perform the functions previously performed by those positions.

The City Council finds it is financially necessary to eliminate the positions vacated by layoff, and contract the provision of these services to outside sources. The positions for elimination are provided below.

Building Inspector/Plan Checker
Senior Building Inspector
Permit Technician
Town Arborist
Park Supervisor
Building Maintenance Worker
Public Works Supervisor
Public Works Maintenance Worker I/II
Finance Assistant

FISCAL IMPACT

Based on preliminary review of the fee structure proposed for the outsourcing of building and public works services and excluding any one-time expenditures related to the transition, the Town is projecting a cost savings of approximately \$700,000 from outsourcing both department operations. Final savings amount will be known when the Town completes the review and negotiation with selected firms.

Attachment:

1. Town's Last Best and Final Offer (Letter to Peter Finn)



RENNE SLOAN HOLTZMAN SAKAI LLP

350 Sansome Street, Suite 300

San Francisco, CA 94104

t: 415.678.3800

f: 415.678.3838

June 29, 2011

Peter Finn
Teamsters Local Union No. 856
453 San Mateo Ave
San Bruno, CA 94066
pfinn@ibt856.org

Subject: Town of Atherton Counter Proposal and Related Cost Information

Dear Mr. Finn,

Below you will find the Town's proposals and counterproposals related to our current negotiation with regard to proposed contracting out of bargaining unit work.

Subject	MOU Sec	Town proposal and/or counterproposal
Separation Incentives		COBRA replacement Years of service 1-5 yrs 4 mos of cash equivalent to COBRA cost 6-10 yrs 8 mos of cash equivalent to COBRA cost 11 yrs + full 12 mos of cash equivalent to COBRA cost Separation incentive for those with 25+ years – \$15K for immediate and voluntary separation
Outsourcing		Reject
Layoffs		Reject.
Salary	Art 6	Employee pension contribution plus salary reductions would need to be sufficient to cover costs needed to be competitive with outside contractor. Remove all provisions related to salary surveys and resulting adjustments. Town rejects use of unpaid furlough days.
Pension	Art 14	Employee pension contribution plus salary reductions would need to be sufficient to cover costs needed to be competitive with outside contractor
Term	Art 22	Appended to master contract.

With regard to the bids received in response to the RFP's issued for contracting out, while we cannot share the identity of the contractors at this time due to proprietary issues, the low and conforming bids and their comparison to current in house labor costs are presented below.

Comparison of Building and DPW Operation Cost FY 2011-2012		
		<u>Change</u>
In-house building total expenditure cost (draft budget to Finance Committee 4/11/2011)	1,273,334	
Outsourcing model	894,983	
Savings from outsourcing	378,351	378,351
In-housing DPW total expenditure cost (draft budget to Finance Committee 4/11/2011)	2,013,033	
Outsourcing model	1,630,749	
Savings from outsourcing	382,284	382,284
Total savings achieved through outsourcing		760,635

We appreciate your continued efforts to help find the most appropriate solutions during this challenging time. We look forward to reviewing these issues with you, and attempting to resolve remaining disputes in mediation on July 5.

Sincerely

Geoffrey L Rothman

c.c. John Danielson

RESOLUTION 11-

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON IMPLEMENTING TERMS CONTAINED IN THE CITY'S LAST, BEST, AND FINAL OFFER TO EMPLOYEE'S BARGAINING UNION, AND ADOPTING LAYOFFS OF EMPLOYEES AND ELIMINATION OF POSITIONS

WHEREAS, due to the Town's continuing structural budget deficit, a number of measures have been recommended by staff for fiscal year 2011-2012 to achieve a balanced budget; and

WHEREAS, these measures include the use of operating fund balances and the transfer of monies from other funds into the operating fund; and

WHEREAS, in spite of these measures, and others, the City Council finds that it is impossible to maintain essential services and programs and achieve a balanced budget without implementation of layoffs of current personnel; and

WHEREAS, the City Council finds it is financially necessary to eliminate the positions vacated by layoff, and contract the provision of these services to outside sources; and

WHEREAS, the Town and the employee's representative Union have not commenced negotiations for fiscal year 2011-2012 with respect to employees represented by the Union not subject to layoff pending outcome of the proposed personnel actions addressed herein; and

WHEREAS, the Town has met and conferred with the employee bargaining unit, Freight Checkers, Clerical Employees and Helpers, Local Union No. 856, on several occasions and the parties have been unable to reach any agreement regarding proposals that would eliminate the Town's need to lay off employees to balance its budget, with Town's last, best, and final offer resulting in personnel layoffs and position elimination and contracting out as set forth in exhibits hereto; and

WHEREAS, the Town and Union reached impasse in the process on or about June 14, 2011, and engaged in the mediation process as provided for pursuant to Atherton Municipal Code § 2.52.160 A.; and

WHEREAS, the parties participated in meetings with a representative of the State Mediator's Officer on July 5, 2011; however, despite these efforts, the parties were unable to reach agreement; and

WHEREAS, the procedures relating to impasse have been exhausted by both parties, the City Council shall unilaterally take such action as it deems appropriate in its sole discretion and in the public interest to resolve the impasse and impose such measures as it deems appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the Town of Atherton that as set forth in the Town's last, best, and final offer, the Building Department, Administration and Finance Department employees set forth in a List of Employees for Layoff attached hereto as Exhibit A are hereby laid off from employment with the Town effective July 15, 2011. Additionally, as set forth in the Town's last, best, and final offer, the Public Works employees set forth in a List of Employees for Layoff attached hereto as Exhibit A may elect to continue work through August 31, 2011 and therefore have the opportunity to be laid off effective July 15, 2011 or August 31, 2011.

BE IT FURTHER RESOLVED, that as set forth in the Town's last, best, and final offer, the Building Department, Administration and Finance Department positions set forth in a List of Positions for Elimination attached hereto as Exhibit B are hereby eliminated, effective July 15, 2011. Additionally, as set forth in the Town's last, best, and final offer, the Public Works employee positions set forth in a List of Positions for Elimination attached hereto as Exhibit B are hereby eliminated, effective August 31, 2011.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to contract for provision of the services associated with the positions herein eliminated on the open market, subject to approval by the City Council.

* * * * *

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 20th day of July, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

JAMES DOBBIE, Mayor
TOWN OF ATHERTON

Theresa N. DellaSanta
Deputy City Clerk

APPROVED TO FORM:

William Conners, City Attorney

Exhibit A

Administration
Melanie Goldstein

Finance
Marilyn Colliau

Building
Joseph Aiello
Kathy Hughes-Anderson
Kevin Cittadini
Kenny Huo

Public Works
Michael Anderson
Javier Andrade
Bill Butler
Robert Espino
Eddy Lopez

Exhibit B

Positions for Layoff - Effective July 15, 2011

Building Inspector/Plan Checker

Senior Building Inspector

Permit Technician

Town Arborist

Finance Assistant

Public Works Supervisor

Positions for Layoff - Effective August 31, 2011

Park Supervisor

Building Maintenance Worker

Public Works Maintenance Worker I/II

ITEM 22

July Council Report – Jerry Carlson

Rail Corridor Meetings

1. At the JPB (Caltrain) board meeting, Greg Conlon and I asked the board to support installation of four-quad gates on Watkins Avenue to ensure added safety at the rail crossing. It appears that the town should make a formal request to the San Mateo County Transportation Authority for money to be allocated for that purpose.
2. Caltrain has received \$16 million from the FRA (through HSR) for planning their 'positive train control system'. The total cost of the system is estimated at \$251 million. According to Caltrain the system will provide added safety while allowing trains to run closer together time- wise.
3. HSR board meets in Bakersfield July 14 and will consider 'phased implementation' of the San Jose to San Francisco section – meaning an EIR which ultimately could have four tracks along the corridor. Caltrain is currently conducting a capacity study to see if two rails would handle both Caltrain and HSR – if HSR is ever built on the Peninsula. The study should be ready in August. Also, I expect the electrification EIR will be discussed further by the Caltrain board in a couple of months.
4. If HSR uses the Caltrain corridor – the best guess is that Fair Oaks will have to be grade separated and the chances are that Watkins would be closed at the rail crossing – unless HSR is put in a trench or tunnel.
5. The Dumbarton rail crossing to link Union City to Redwood City is again in an active planning stage. East Palo Alto, Menlo Park and North Fair Oaks are competing for a station site.
6. Atherton successfully supported the election of Jerry Deal to the Caltrain board of directors. Deal, along with Art Lloyd, has indicated their support for the Watkins quad gate. Greg Conlon and I will meet with Supervisor Adrienne Tissier on July 18th to ask for her support. Greg is also appearing at the PUC to ask them for potential funding. It is interesting to note that four quad gates were installed at all the rail corridor crossings many years ago, according to Art Lloyd.
7. PCC, at its August 5th meeting in Atherton, will discuss possibly expanding the organization's MOU to specifically include Caltrain issues as well as HSR. I am assuming will have this on our August council agenda.
8. There are groups working a 2012 sales tax ballot measure to provide Caltrains with a source of permanent funding. Business Groups, Friends of Caltrain and several of the corridor cities are active in polling residents and trying to drum up community support. The Atherton Rail Committee is in a 'wait and see' mode. It is weighing the benefit of possibly restored Atherton train service vs Caltrain's aiding and abetting HSR's use of the rail corridor.
9. The Rail Committee were members unanimously against recommending to the council that a letter of support be sent to Congress member Anna Eshoo, Senator Joe Smitian and Assemblyman Rich Gordon supporting their policy statement re HSR use of the Caltrain corridor. The concern being that the town's policy is against any proposal or plan that might be construed as accepting the use of the Caltrain corridor by HSR.

Marsh Road

C/CAG would entertain a formal request from the town for a long range study/project for Marsh Road. I have discussed with both Menlo Park and Redwood City council members. This would be a long term expensive project for which the town would need outside financial support. It would be logical for the Transportation Committee to have a discussion with staff on this subject.

RWC area drainage issue group involving Atherton, Menlo Park, Woodside, S.M. county as well as Redwood City will resume holding meetings in the near future according to RWC councilman Jeff Gee. Duncan Jones represented our town at the first two meetings. At the next meeting, the group would like to have a council member as well as a town staff member attend.

MTC issued a Report on Bay Area Road Quality on June 22nd and gave Atherton's roads a 'good' rating which falls into the range 70-79. Our 106 miles of roads scored 77 last year, 73 in 2009, 69 in 2008 and 68 in 2007. For comparison, RWC with 350 miles scored 'good' at 78 and Menlo Park with 200 miles scored 'fair' at 63.

San Bruno fire was the topic at the Peninsula League of Cities meeting where the Mayor and City Manager laid out the roles they played in that disaster. Both deserve high marks for the way they handled residents, press, PGE and visiting VIPs during a very hectic period.

Non Council Meetings attended last two months:

Separate interviews with candidates for JPB (Caltrain) board – Deal, Gee and Romero.

Menlo Park Chamber Transportation Committee

Dumbarton Rail Committee – San Carlos

Council of Cities – Daley City

Library site meeting – HPP

League of California Cities Peninsula Division – Redwood City

JPB (Caltrain) Board – San Carlos

County Library office – San Mateo

Recology/South Bay Waste Management representatives - Atherton

C/CAG Board and Legislative committee – San Carlos

Palo Alto Rail Committee

California High Speed Rail Authority Board – Sacramento

Atherton Rail Committee