



AGENDA
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

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**
- 7:30 P.M. 4. **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*
- 7:40 P.M. 5. **REPORT OUT OF CLOSED SESSION**
- 7:45 P.M. 6. **CITY MANAGER'S REPORT**
- 7:50 P.M. 7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** (Directed by Resolution No. 99-6)
- 7:50 P.M. **CONSENT CALENDAR** (Items 8-30)
- (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 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
- 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
- 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
- 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.
- 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
- 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 Affair Services with Capitol

Advocates to extend the services for six (6) months for an amount not to exceed \$30,000

16. APPROVE AN AGREEMENT WITH INTERWEST CONSULTING FOR PUBLIC WORKS MANAGEMENT SERVICES TO THE TOWN

Report: Interim City Manager John Danielson

Recommendation: Approve an 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

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

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

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)

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

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

REGULAR AGENDA (Items 31-36)

8:30 P.M.

31. PROPOSAL TO MAKE DONATIONS TO THE POLICE DEPARTMENT ANONYMOUSLY

Report: Vice Mayor Widmer and Council Member McKeithen

Recommendation: To be determined

- 8:45 P.M. 32. **PROGRESS REPORT ON CONSTRUCTION, 297 POLHEMUS, AHERTON**
Report: Interim Building Official Dennis Lockard
Recommendation: To be determined
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
- 9:15 P.M. 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
- 9:300 P.M. 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
- 9:40 P.M. 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

PUBLIC HEARING (Item 37)

- 9:50 P.M. 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
- 10:05 P.M. 38. **COUNCIL REPORTS**

10:10 P.M. 39. **FUTURE AGENDA ITEMS**

10:20 P.M. 40. **PUBLIC COMMENTS**

10:30 P.M. 41. **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.

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)



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 JUNE 15, 2011

SUBJECT: CITY MANAGER WRITTEN REPORT

ADMINISTRATION:

The Town is working to collect as many resident email addresses as possible over the next few months in order to expand its mailing list to keep the community apprised of Council meetings, important Town business and upcoming events. Staff is asking residents to contact Theresa DellaSanta at tdellasanta@ci.atherton.ca.us to add their email address to the distribution list.

BUILDING DEPARTMENT:

MAY PERMIT ACTIVITY

May 2010

- Permit applications received: 95
- Number of permits issued: 86
- Number of inspections: 431

May 2011

- Permit applications received: 91
- Number of permits issued: 79
- Number of inspections: 321¹

¹ Due to employee sickness, number of inspections may not reflect actual total.

FISCAL YEAR PERMIT ACTIVITY

July 2009 ≍ May 2010

- Permit applications received: 833
- Number of permits issued: 802
- Number of inspections: 4,357

July 2010 ≍ May 2011

- Permit applications received: 848
- Number of permits issued: 813
- Number of inspections: 6,359¹

FY10 REVENUE

July 2009 ≍ May 2010

- Permit Fees: \$473,061.51
- Plan Check Fees: \$324,021.27
- Total Revenue: \$797,082.78

FY11 REVENUE

July 2010 ≍ May 2011

- Permit Fees: \$781,954.56
- Plan Check Fees: \$417,773.57
- Total Revenue: \$1,199,728.13

FINANCE DEPARTMENT:

External auditor Maze & Associates completed the interim fieldwork for FY 2010-2011 audit. A conference call with the Finance Director is scheduled for June 6, 2011, to discuss interim accounting issues memo. The memo and the Town's response will be reviewed by the Audit Committee at its next meeting to be held on June 16, 2011, at 2 p.m.

Finance Department assisted in the HP Park programs and cash receipts accounting by tracing event contracts to booking calendars and to Springbrook cash receipts posting. A list of accounts has been identified for billings. Administrative staff will contact customers to confirm unpaid balances. Invoices will be generated to collect confirmed unpaid balances.

Finance Department established a list of unclaimed stale warrants (checks) totaling \$16,712.50 which were issued by the Town but were uncashed by either customers or vendors between the period August 17, 2006, to April 25, 2008. A public noticing will

be done by the City Clerk Office. Any unclaimed warrants after 60 days from the date of noticing will be forfeited to the Town's General Fund with City Council approval.

Finance Director attended the countywide emergency (EOC) exercise conducted by Atherton Police Department and other agencies.

POLICE DEPARTMENT:

There was an incident at Laurel School on May 16th that exemplified the positive community partnership between Atherton schools and the police department. Laurel school had experienced several thefts of bicycles over a few weeks. This time, an alert staff member saw two female thieves take bicycles. This staff member called the police department directly. The Atherton Dispatcher was able to get timely and accurate information from this reporting party and relay it to responding patrol units. Sergeants Lynch and Hall, and Officers DeVlugt and Dunphy responded to the call. The responding patrol units were able to arrest the two thieves a few blocks beyond Atherton's border. Since these arrests, the thefts have stopped.

Officer Bruce Potts and his wife Ruth conducted a D.A.R.E. graduation for the 5th Grade students at St. Joseph's school on May 19th.

As part of a county-wide exercise on May 19th, Sgt. Kristin Nichols facilitated the activation of our Emergency Operations Center in the Public Works building. Finance Director Louise Ho, Deputy City Clerk Theresa DellaSanta, Dispatcher Janelle Miller, and Sergeants Rick Enberg and Sherman Hall participated in the training exercise.

On May 21st, Chief Guerra attended an all-day anti-human trafficking training session presented by Congresswoman Jackie Speier. Congresswoman Speier is championing a San Mateo County Zero Tolerance for Trafficking Program that involves not only law enforcement, but community and faith based organizations as well. The goal of this initiative is to ensure that San Mateo County is free of trafficking. During this training session, several action items were identified and are being worked on. For additional information on this project, www.antotraffickingcoalition.org, www.traffickingresourcecenter.org, and www.polarisproject.org are good resources.

Sgt. Sherman Hall, Detective Gordon Dere, and Chief Guerra were invited by Las Lomas School to observe and critique one of their emergency drills. The simulated earthquake drill included teams of search parties complete with jumpsuits and hard hats who searched classrooms for potential victims trapped in rubble. The three police observers commented that the school had a very good response plan, and the staff and students implemented their plan very effectively.

The Hillsborough Police Department invited Atherton to have our 1966 D.A.R.E. Mustang in their annual Memorial Day parade on Monday, May 30. Chief Guerra drove the Mustang in the parade.

Menlo-Atherton High School held their graduation on June 2, 2011 at 4:00 PM. Officer Tim Marks developed an incident action plan for the event that involved assistance from the Menlo Park Police Department. In addition to Officer Marks; Sgt. Kristin Nichols, Officers Mills and Lane, and the chief provided security and traffic control for the event. The graduation went smoothly, but there was a problem with vehicles parking unlawfully in the unincorporated areas around the campus.

On June 7, 2010 Chief Guerra and staff attended a lessons learned debriefing of the recent earthquake in Japan by Japanese emergency workers, which was hosted by Palo Alto.

PUBLIC WORKS PROJECT UPDATES:

Hoover/Valparaiso Crosswalk – Project is currently under review by Caltrans for Authorization to Construct. The Caltrans approved plans will then be brought to City Council for approval and authorization to advertise.

Holbrook - Palmer Park Turf Renovation Project – This project is on schedule and on budget. The date for removal of the fence is scheduled for June 24th. There has been talk regarding the possibility of opening the fencing sooner, however there are still areas that have recently been re-seeded and the entire month is needed for proper turf growth in those areas.

Holbrook – Palmer Park Well Rehab Project – The well is back to proper working condition after going through a major rehab (new starter panel, pump, and motor). Playground restrooms are back in operation and the portable restrooms have been removed.

Fletcher/Ridgeview Drainage and Road Reconstruction Project - Project construction has resumed. Concrete rolled curb and valley gutter is currently being installed. Construction of the new roadway pavement will follow. Anticipated completion date is currently scheduled for early August. Continuing to experience design issues which will result in additional change orders. Due to the considerable amount of design and survey errors, the design consultant has been notified that the City was commencing an investigation into the cause and additional costs related to each change order. City engineering staff and City Attorney are currently reviewing and analyzing each required field modification and if negligence is determined, will seek recovery of damages from the responsible parties.

PLANNING DEPARTMENT:

The Planning Commission, at its May 25, 2011 meeting, took the following action;

- Approved a Special Structure Permit for a basement under an accessory building at 338 Greenoaks Drive.
- Continued the request for a Heritage Tree Removal at 150 Toyon Road.

The following items are scheduled for review at the June 22, 2011 Planning Commission meeting;

- Request for a Heritage Tree Removal permit at 198 Catalpa Drive
- Request for a Heritage Tree Removal permit at 150 Toyon Road (continued from the May 25, 2011 meeting)
- Request for an Amendment to the Conditional Use Permit for Menlo School to allow an increase in enrollment (this item was continued from the March 23, 2011 meeting)



Draft Minutes

**Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
May 18, 2011
7:00 p.m.
JENNINGS PAVILION AT THE PARK
150 Watkins Ave
Atherton, California
REGULAR MEETING**

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL Lewis, Dobbie, Widmer, McKeithen, Carlson

3. PRESENTATIONS

-David Silva Award to Officer Bruce Potts and Proclamation to Bruce & Ruth Potts for their contributions to the D.A.R.E program

Mayor Dobbie read and presented Bruce and Ruth Potts a proclamation from City Council honoring their service and dedication to the Town of Atherton through the D.A.R.E program.

Chief Guerra presented Bruce Potts with an award which was named after a past Captain of Atherton named David Silva who was employed with the Atherton Police Department from 1946 to 1967 when he passed away. The award was created for employees who dedicate their service to the youth. Guerra recognized former Chief Richard Moore, Glenn Nielsen, and Ron Harris, all three of which are retired Atherton Police Department Chiefs who were present in the audience during the presentation. Guerra concluded that staff searched long and hard to find a relative of Captain David Silva and located his first cousin Joan Stickney Bird who was present in the audience.

Representatives from Encinal School and Sacred Heart Schools presented the Potts' with awards and thanked them for their continued support and dedication.

4. PUBLIC COMMENTS

Melinda Tevis, Atherton resident, requested status of the organizational efficiency studies that began last February. Tevis said she was concerned that previous Management has always set a precedence of making staff cuts by slashing from the bottom and she suggested starting from the top.

Virginia Rugeiro, Atherton resident, thanked Vice Mayor Widmer who was instrumental in helping get the speed signs back up and working on Stockbridge Avenue.

Joe Aiello, Atherton Building Inspector, said the Building Department is based off of an enterprise fund which when run correctly is self-sustaining. Aiello said he replaced the last person who was outsourced when he came to work for the Town three years ago. Aiello concluded that the Town paid \$15,000 per month for that [contracted] person while his total compensation package is about 2/3 of that.

Jon Buckheit, Atherton resident, concurred with Melinda Tevis. He urged Council to look at what the major cost contributors are to the Town. Buckheit concluded that the Police Department is the largest component to the Town's deficit.

Eric McMillian, a contractor who has worked in the Town, said Atherton has a first-class Building Department with some of the best staff he has worked with.

Natalie Furd, General Contractor doing business in Atherton, said the Building Department has made it easy for contractors and homeowners to get their work done.

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

Nothing to report.

6. **CITY MANAGER'S REPORT**

Nothing further to add to written report.

7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT** - None
CONSENT CALENDAR (Items 8-14)

Vice Mayor Widmer said he had comments on item 8 and 9.

8. **APPROVAL OF APRIL 20, 2011 SPECIAL MEETING MINUTES AND REGULAR MEETING MINUTES**

Recommendation: Approve April 20, 2011 special meeting minutes and regular meeting minutes

Widmer gave Deputy City Clerk DellaSanta edits to the minutes, in particular, he wanted Item 17 (Change order for Fletcher Ridgeview) to add the discussion/debate in regards to the fact why the change order was so high and the request of Council to have the City Attorney to review the contract and find out why the Town is incurring such high costs. Staff took note and the changes will be made.

9. **APPROVAL OF BILLS AND CLAIMS FOR ~~MARCH~~ APRIL, 2011 IN THE AMOUNT OF \$1,023,504**

Recommendation: Approve Bills and Claims in the amount of \$1,023,504

Widmer said the Agenda should be changed to reflect that the bills and claims are for the month of April.

10. **FINANCIAL REPORT FOR THE TEN MONTHS ENDED APRIL 30, 2011**
Report: Finance Director Louise Ho
Recommendation: Receive the General Fund Financial Report for the ten months ended April 30, 2011

11. **ACCEPTANCE OF TREASURER’S REPORT FOR THIRD QUARTER ENDED MARCH 31, 2011**
Report: Finance Director Louise Ho
Recommendation: Accept the Treasurer’s Report for the Third Quarter Ended March 31, 2011

12. **APPOINTMENT OF MARJORY WILSON TO THE ARTS COMMITTEE AND APPOINTMENT OF GREG CONLON TO THE AUDIT COMMITTEE**
Report: Deputy City Clerk Theresa DellaSanta
Recommendation: Appoint Marjory Wilson to the Arts Committee and Appoint Greg Conlon to the Audit Committee

13. **REVIEW AND APPROVAL OF A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION IN THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AND APPROVAL OF THE JOINT POWERS AGREEMENT**
Report: Interim City Manager John Danielson
Recommendation: Review and approve a Resolution authorizing continued participation in the City/County Association of Governments of San Mateo County (C/CAG) and approval of the Joint Powers Agreement in accordance with the staff recommendations

14. **LETTER TO ASSEMBLY MEMBER BOB WIECKOWSKI OPPOSING AB506 WHICH WOULD REMOVE THE TOWNS ABILITY TO MAKE THEIR OWN FINANCIAL DECISIONS IN THE EVENT OF BANKRUPTCY**
Report: Interim City Manager John Danielson
Recommendation: Approve opposition letter opposing AB506

MOTION by McKeithen, second by Carlson to approve the consent calendar which includes items 8 through 14. The motion passed.

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

PUBLIC HEARINGS (15)

15. **INTRODUCTION OF AN ORDINANCE TO ADOPT REFUSE AND RECYCLING COLLECTION RATES**
Report: Interim City Manager John Danielson
Recommendation: Hold a public hearing, determine whether a majority protest has been received, and if there is no majority protest, and introduce the attached Ordinance increasing refuse and recycling rates. A two-thirds vote is required (i.e.; four affirmative votes).

Vice Mayor Widmer gave a PowerPoint presentation on the refuse and recycling rates. Ad-hoc committee members Carlson and Widmer met with representatives from SBWMA and Recology to review the contracts with Recology and analyze the actual costs of picking up garbage in the Town.

Widmer reviewed how the Town got to where they are now, contract and cost drivers, Allied’s final bill, the Towns projected 2011 financial obligations, organic recycling (primary driver in high costs), comparisons with other cities, and exact costs of a green cart which amounts to \$19.35 per month.

Widmer presented Council with three rate options for discussion.

Option 1:

Adopt the rates per the notification to residents

Black Garbage Container	2011 rates	Amount increase
20 gallon	\$20.00	\$2.69
32 gallon	\$44.01	\$16.32
64 gallon	\$101.23	\$45.85
96 gallon	\$163.29	\$81.11

Option 2:

Adopt the rates per the March 16 City Council consensus:

Container Size	2011 rates	Amount increase
20 gallon	\$24.04	\$6.73
32 gallon	\$38.46	\$10.77
64 gallon	\$76.92	\$21.54
96 gallon	\$114.15	\$31.97

Option 3:

Addition of a mid-point rate created by Ad-hoc committee:

Container Size	2011 rates	Amount increase
20 gallon	\$20.00	\$2.69
32 gallon	\$44.00	\$16.31
64 gallon	\$83.00	\$27.62
96 gallon	\$125.00	\$42.82

Widmer discussed the Towns projected revenues versus its obligations and then ended his presentation. [A copy of the presentation is available in the City Clerk’s office.]

Council Member Carlson commended Widmer for his work on the presentation. Carlson said he continues to be an advocate of an oversight board of elected officials to the SBWMA Board to review cost increases and negotiations.

Council Member McKeithen said previously she opted for a complete rate recovery since there was going to be a considerable debt obligation the Town had. McKeithen said she now has even more concern because of a recent experience she witnessed with a Recology driver who spent a considerable amount of time picking up one single waste can because the dump truck was not proportioned with the arm that picks up the cans, nor does it actually pick up or place down the can correctly. McKeithen concluded that the contract should be reopened very soon to figure out why the rates are so different from surrounding jurisdictions.

Mayor Dobbie said he has received complaints that range from what Council Member McKeithen just mentioned to trash all over the street. He suggested a complaint line with Recology. City Manager Danielson said he would look into it.

Mayor Dobbie opened up for public comment.

Sandy Crittenden, Atherton resident, said he is impressed with Widmer's presentation. Crittenden said he is paying for one green can and the rest is being subsidized. He concluded that it's only a matter of time before this explodes.

James Devoy, Atherton resident, said Recology is the one who caused this mess without input from elected officials. Devoy questioned how the green cans are counted.

Heidi Welch, Atherton resident, said the Recology trucks are constantly speeding down roads. Welch supported charging more for green waste if that is the true cause. Welch said she may opt out of the system and hire a private individual to remove her trash.

Jon Buckheit, Atherton resident, asked if he has a 32-gallon can and 2 green cans is he paying the same amount as someone in Menlo Park or Redwood City. Vice Mayor Widmer said Atherton's costs are different because of the profile of the community and the mix of some residents having more green cans.

Gino Gasparini, Recology Operations Manager, said with one can in Atherton (regardless of size) versus one can in Foster City with one driver during an 8 hour day they can pick up 1,000 homes in Foster City and in Atherton they can pick up less than 500.

Virginia Rugeiro, Atherton resident, urged Council to bring forth an ordinance requiring limits on the length of time someone can leave their can out.

Mayor Dobbie added that a letter should be sent to all residents notifying them that they need to take their cans in once the trash is removed.

Colleen Anderson, Atherton resident, suggested Council actually enforce the ordinances they have before creating any new ones. Anderson asked what the difference between Atherton and Emerald Hills is since Emerald Hills has very large lots as well.

Mayor Dobbie closed the public hearing.

Council Member Lewis asked if the costs have gone up at all because of food waste. Widmer said organics have increased by 50% from the first quarter this year, compared to last year. Lewis said

she is saving money with the new set up and if everyone used the same methodology then Recology would not make enough money. Lewis suggested smaller trucks for smaller cul-de-sacs for improved mobility.

Mayor Dobbie said he supports the highest rate structure possible to reduce the deficit at the end of the year.

MOTION by Carlson, second by Lewis to approve option 3 which consists of the mid-point rate created by the ad-hoc Committee. The motion failed because it needs a 4/5 vote.

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

Council Member McKeithen supported the highest (noticed) rates in option 1 and if Council needs to lower the rates in the future it can be done. Council Member Lewis said the same can be done by starting with the lower rates and raising them if needed.

MOTION by Dobbie, second by McKeithen to approve option 1 which consists of the noticed rates. The motion failed.

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

McKeithen said in order not to hold the rates hostage and continue to incur debt she will agree to the mid-point rates as a compromise. Dobbie concurred. Both reiterated that they do not favor the rate structure.

MOTION by McKeithen, second by Dobbie to approve option 3 which consists of the mid-point rates created by the ad-hoc committee. The motion passed.

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

Council Member Lewis requested that staff look into creation of an agreement that stops residents from getting five 20-gallon cans rather than a 96-gallon.

REGULAR AGENDA (Items 16-18)

Council moved Item 17 up on the agenda since there were several young children present for the item.

17. MENLO-ATHERTON LITTLE LEAGUE PROPOSAL TO REBUILD THE BALLPARK AT HOLBROOK-PALMER PARK

Report: Interim City Manager John Danielson

Recommendation: Discuss and provide direction on conceptually approving support of the Menlo-Atherton Little League investment in rebuilding the ballpark at Holbrook-Palmer Park, and provide direction to the Planning Commission to work with the Menlo-Atherton Little League to develop

Bob Hellman, Menlo-Atherton Little League (MA-LL) representative, said he operates Build Our Ballparks which is a charitable organization that rebuilds baseballs parks for financially struggling cities.

Hellman made it clear that the League is seeking authorization to work with the Planning Commission to develop plans before moving forward.

Hellam gave a PowerPoint presentation to Council. [A copy of the presentation is available in the City Clerk's office.]

Hellman said initial discussions of rebuilding the ballpark began approximately 9 months ago with the Atherton Dames, Felton Gables and other park neighbors, City Council, Park & Recreation Commission, Planning Commission and the Atherton little league parents.

MA-LL is proposing a permanent back stop, seating, dugouts, scoreboard, complete overhaul of turf, drainage and irrigation system and ongoing care and maintenance. The outfield fence will be removed during the offseason so as not to interfere or disrupt other activities in the Park which include soccer and lacrosse. The total proposed capital project amounts to \$500,000 which is proposed to be paid through fundraising efforts by the MA-LL. This amount includes funding for tennis court resurfacing, park expansion and walkways to the field, storage for the DAMES equipment, trees for sound reduction and additional park beautification as needed.

Mayor Dobbie opened up for public comment.

Jennifer Jeffries, Atherton resident, supported the concept but had concerns with field space and sharing with other user groups such as lacrosse and soccer. Jefferies suggested that other activities in the park need to be accounted for before moving forward.

Michael Millano, AYSO representative, said he has concerns with the fence and whether it will become permanent and with trees being put up in the middle of the field. Millano suggested that AYSO and MA-LL work together to create new areas and fund part of the project to make it flexible for AYSO.

MJ Davey, Atherton resident, said she supports all sports and urged Council to give fair consideration and representation to all sport activities. Davey noted that she supports the concept but doesn't want it to restrict any other activities and hopes that everyone can get together and agree on a cohesive plan.

Bill Fremel, Atherton resident, said he is excited about the proposal and it enhances the park across the board.

Colleen Anderson, Atherton resident, said she doesn't recall anyone ever proposing to pay for a remodel of the ballpark in the park. Anderson concluded that sports teach kids at a very young age so many great things including teamwork and it will keep them off the street.

Alan Margot, Tennis Pro at Holbrook Palmer Park, said the proposal is a win-win situation since it includes a remodel of the tennis courts which is desperately needed. Margot said the proposal is inclusionary and not exclusionary, and there is willingness for flexibility.

Brian Rodriguez, MA-LL coach, supported the proposal and added that it will improve the landscaping in the park. He concluded that there is a lot of space for soccer and lacrosse.

Rosemary Maulbetsch, Atherton resident, said he kids grew up in the park the way it is now and they were not deprived. She suggested that Council look at the original gift of the park to the Town before anything is done.

John Davey, former Park & Recreation chair, said there is a severe field shortage in the mid-peninsula which impacts the Town. Davey urged Council to let the process begin so the various groups can work together and come to an agreement for a plan.

Gina Ryan, Atherton resident, said the park is wasting away and it is such a nice gift to have the MA-LL offer this proposal.

Mike Wyatt, Atherton resident, said this is an exciting proposal and supported it.

David Wright, Park & Recreation Commission, said he has concerns with the field because it is such a disaster. Wright added that the MA-LL pours money into maintaining the field every single year.

Mike McPherson, Atherton resident, said he was on the Park & Recreation when the current field was put in and it was a long, drawn out process with many public meetings and input. McPherson said it very critical to getting all user groups input to this proposal.

Kristi Waldron, Atherton resident, said she is an advocate for improving the park. Waldron supported allowing all user groups having input into the process.

Shirley Carlson, Park & Recreation Commission, urged Council to allow the process to begin.

Paul Quinlan, Planning Commissioner, said this is a much wider community issue if the library ends up in the park. Quinlan said that if Council pushes this to the Planning Commission they probably won't be certain how to handle it unless they had a holistic view for the future of the park.

Richard Moore, Atherton resident, said the Park & Recreation Commission approved moving forward with the process which would be to go to the Planning Commission for review.

Denise Kupperman, Atherton resident, encouraged an open, public process. She asked that Council look at the proposal independent of the funding.

Sandy Crittenden, Atherton resident, concurred with Kupperman. Crittenden stressed more outreach.

Melinda Tevis, Atherton resident, said this issue reminds her of another issue in particular the process many years ago when a firm planned to build a swimming pool.

Mayor Dobbie closed the public comment.

Council Member Lewis said some people had concerns with the will. Lewis said the Town was given a legal opinion that essentially said if the charter was not effected after 30 years then the Town can do what they wanted to with the park. Lewis questioned whether there would be increased traffic.

Hellman said the usage does not increase with this proposal.

Council Member Lewis said her only concerns are the increased traffic from the potential relocation of the library in the park and concerns with the unknowns.

Council Member Carlson said this is a rare and unique opportunity that the Town should capitalize on. He supported sending it to Planning Commission and making sure there is good public outreach and education.

Council Member McKeithen had concerns that the outreach has not been done properly or well enough. McKeithen added that she worries it will bring other subsequent issues such as adult softball at night, lights at night and extended parking. McKeithen favored extensive public outreach for a fair and favorable approach.

Vice Mayor Widmer said he thinks this is a great opportunity but it definitely needs more outreach. Widmer said he spoke with several different user groups and most of them hadn't heard a thing about the proposal. Widmer concluded that he does not favor a fence or scoreboard.

Mayor Dobbie questioned whether Holbrook-Palmer Park is the place for this type of ballpark. Dobbie believed the Town serves a minority of the MA-LL and suggested that Council determine what the facility will serve. Dobbie supported postponing any kind of decision until extensive outreach is conducted.

Council Member Carlson felt the Planning Commission is a good place for public outreach. Carlson encouraged all user groups to get together and discuss how to maximize the use of the park and create coexistence among all groups.

Council Member McKeithen said the best way for outreach is to include groups outside of Atherton including surrounding jurisdictions. McKeithen felt staff should be in charge of the outreach.

MOTION by McKeithen, second by Lewis to approved forwarding the MA-LL proposal with the understanding that they will address all issues mentioned by the various user groups, in particular the issue of conducting more outreach. The motion passed.

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

16. INTERVIEWS AND APPOINTMENTS TO THE FINANCE AND TRANSPORTATION COMMITTEE AND THE PLANNING COMMISSION
Report: Deputy City Clerk Theresa DellaSanta

Each Council member was given a ballot for voting for members to the Finance, Transportation and Planning Commission. [A copy of the ballots can be obtained from the City Clerk's office.]

MOTION by McKeithen, second by Dobbie to appoint Alain Enthoven to the Finance Committee, Jean Schaaf to the Transportation Committee, and Herman Christensen and Phil Lively to the Planning Commission. The motion passed.

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

18. PROGRESS REPORT ON CONSTRUCTION, 297 POLHEMUS, ATHERTON

Report: Interim Building Official Dennis Lockard

Recommendation: Receive and File Report

Doug Ryder, CSG Consultants, was present on behalf of Interim Building Official Dennis Lockard.

Jeff Cunningham, neighbor to 297 Polhemus, said the construction of this home began four years ago and no landscaping has been done. He said it has been a nuisance to his family since it started. Cunningham gave Council a handful of pictures taken from his property which illustrate that there is no privacy for his family to enjoy their backyard.

Shawn Massiphour said he has submitted a landscape screening plan and it was recently approved by the Town. He said additional landscaping will be proposed beyond what has been agreed to.

Mayor Dobbie suggested that staff follow up on the Cunningham's concerns in regards to following the rules.

Council Member McKeithen said there have been several drainage issues with the property.

Massiphour said the drainage issues are coming from his neighbors. He added that he is doing everything he can to obey all the rules.

Mayor Dobbie said he has been out to the property and there is a serious drainage issue.

Council Member Lewis told the Cunningham's that they have a beautiful backyard, and impressed upon the Massiphour's that it is very important to get the landscape screening done to maintain privacy with neighbors.

Mayor Dobbie said the item will be continued to the June agenda, and in the meantime staff will work with the Cunningham's to address their concerns.

19. COUNCIL REPORTS

Nothing further to add to written report.

20. FUTURE AGENDA ITEMS

**1- COLLEAGUES' MEMO #1 –ANONYMOUS DONATIONS -
MCKEITHEN/WIDMER**

MOTION by Dobbie, second by McKeithen to add item 1 to the June Council agenda. The motion passed unanimously.

**2- COLLEGAGUES' MEMO #2 - ETHICS OVERSIGHT BOARD –
MCKEITHEN/WIDMER**

MOTION by Widmer, second by McKeithen to add item 2 to the June agenda. The motion failed 2-3 with Carlson, Lewis and Dobbie opposed.

Council Member Carlson said he is opposed due to the staff time involved.

Council Member Lewis mentioned that there is a League of California Cities boot camp that addresses and teaches elected officials ethics and there is the required AB1234 training that elected officials must take every two years.

Council Member McKeithen said the cost in litigation far exceeds the staff time involved with this item.

Jon Buckheit, Atherton resident, said an ethics committee is essential. Buckheit said with the amount of property taxes paid in this Town residents should have a sense of being treated fairly.

Vice Mayor Widmer said it can be restructured if staff time is an issue.

Mayor Dobbie said he doesn't believe that the Town needs other individuals besides the Council and City Manager to address resident concerns.

Council Member McKeithen supported the concept because she felt that getting the public involved beforehand makes it easier to address issues.

21. PUBLIC COMMENTS

Paul Quinlan, Atherton resident, thanked Council for the projects they have completed in Town including the bridge into the park, and putting a signal light up at Encinal and Middlefield.

22. ADJOURN

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

Mayor Dobbie adjourned the meeting at 10:53 p.m.

Respectfully submitted,

**Theresa DellaSanta
Deputy City Clerk**

**TOWN OF ATHERTON
CLAIMS LIST MAY 2011**

	<u>Amount</u>
A/P Checks (#12106-12206)	\$ 308,571
Payroll Checks (#210-221)	7,016
Direct Deposit - Payroll	248,401
Electronic Transfer - A/P & Payroll	255,649
MAY 2011 Total	819,637

I, John Danielson, Interim City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 210-221 (payroll), and 12106-12206 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$819,637 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 210-221 (payroll), and 12106-12206 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$819,637 are true and correct and are authorized for payment.

James Dobbie
Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$ 654,343
105	Tennis	1,104
201	Special Parcel Tax	30,890
202	Measure A	9,567
203	Gas Tax	9,815
213	Library	3,412
220	Traffic Congest. Relief	3,667
401	GF Projects	23,703
403	Atherton Channel Drainage District	1,856
610	Equipment Replacement	25,727
615	General Liability	33,935
616	Employee Benefits	21,618
	TOTAL	819,637

Town of Atherton

Checks by Date - Detail by Check Number

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12106	5/2/2011	AFLAC		General Fund		PR Batch 501 4 2011 Flex Participation Fee - ER	25.00
12106	5/2/2011	AFLAC		General Fund		PR Batch 501 4 2011 Flex Participation Fee - EE	50.00
12106 Total							75.00
12107	5/2/2011	SAN MATEO CNTY SHERIFF'S OFFIC	Driver Training	General Fund	Police	Driver Trng Regist T.Lynch 6/14- 6/15/11	450.00
12107	5/2/2011	SAN MATEO CNTY SHERIFF'S OFFIC	Driver Training	General Fund	Police	Driver Trng Reg D.Metzger 6/14- 6/15/11	450.00
12107 Total							900.00
12108	5/2/2011	VISION SERVICE PLAN		General Fund		PR Batch 501 4 2011 Vision Insurance	717.13
12108	5/2/2011	VISION SERVICE PLAN	May 2011	General Fund	DPW-Street Maint.	Vision adj. M. Rubalcava May 2011	10.46
12108 Total							727.59
12109	5/10/2011	AFLAC		General Fund		PR Batch 502 4 2011 AFLAC Accident Indemnity	209.60
12109	5/10/2011	AFLAC		General Fund		PR Batch 502 4 2011 AFLAC Cancer Ins	176.28
12109	5/10/2011	AFLAC		General Fund		PR Batch 502 4 2011 AFLAC Dental Ins PreTx	109.43
12109	5/10/2011	AFLAC		General Fund		PR Batch 501 4 2011 AFLAC Accident Indemnity	209.60
12109	5/10/2011	AFLAC		General Fund		PR Batch 501 4 2011 AFLAC Cancer Ins	176.28
12109	5/10/2011	AFLAC		General Fund		PR Batch 501 4 2011 AFLAC Dental Ins PreTx	109.43
12109	5/10/2011	AFLAC		General Fund		PR Batch 501 4 2011 AFLAC Hospital Indemnity	76.76
12109	5/10/2011	AFLAC		General Fund		PR Batch 501 4 2011 AFLAC Intensive Care	24.39
12109	5/10/2011	AFLAC		General Fund		PR Batch 501 4 2011 AFLAC Life Protector	34.14
12109	5/10/2011	AFLAC		General Fund		PR Batch 501 4 2011 AFLAC Specified Health	27.90
12109	5/10/2011	AFLAC		General Fund		PR Batch 501 4 2011 AFLAC STD After Tax	62.81
12109	5/10/2011	AFLAC		General Fund		PR Batch 502 4 2011 AFLAC Hospital Indemnity	76.76
12109	5/10/2011	AFLAC		General Fund		PR Batch 502 4 2011 AFLAC Intensive Care	24.39
12109	5/10/2011	AFLAC		General Fund		PR Batch 502 4 2011 AFLAC Life Protector	34.14
12109	5/10/2011	AFLAC		General Fund		PR Batch 502 4 2011 AFLAC Specified Health	27.90
12109	5/10/2011	AFLAC		General Fund		PR Batch 502 4 2011 AFLAC STD After Tax	62.81
12109 Total							1,442.62
12110	5/10/2011	TEAMSTERS LOCAL 856 H & W		General Fund		PR Batch 501 4 2011 Dental Insurance	6,292.00
12110	5/10/2011	TEAMSTERS LOCAL 856 H & W		General Fund	Administration	PR Batch 501 4 2011 Dental Insurance	2.00
12110	5/10/2011	TEAMSTERS LOCAL 856 H & W		General Fund	Finance	PR Batch 501 4 2011 Dental Insurance	2.00
12110	5/10/2011	TEAMSTERS LOCAL 856 H & W		General Fund	Building	PR Batch 501 4 2011 Dental Insurance	6.00
12110	5/10/2011	TEAMSTERS LOCAL 856 H & W		General Fund	Police	PR Batch 501 4 2011 Dental Insurance	23.00
12110	5/10/2011	TEAMSTERS LOCAL 856 H & W	May 2011	General Fund	Police	Adj N. Hillard for May 2011	(144.00)
12110	5/10/2011	TEAMSTERS LOCAL 856 H & W		General Fund	DPW-Engineering	PR Batch 501 4 2011 Dental Insurance	3.00
12110	5/10/2011	TEAMSTERS LOCAL 856 H & W		General Fund	DPW-Street Maint.	PR Batch 501 4 2011 Dental Insurance	5.00
12110	5/10/2011	TEAMSTERS LOCAL 856 H & W		General Fund	DPW-Park Maint.	PR Batch 501 4 2011 Dental Insurance	1.00
12110	5/10/2011	TEAMSTERS LOCAL 856 H & W		General Fund	DPW-Park Program	PR Batch 501 4 2011 Dental Insurance	2.00
12110 Total							6,192.00
12111	5/12/2011	ABAG	9011110307	General Liability	Non-Dept	GL claim# 070528 2/27/11 - 3/5/11	257.70
12111	5/12/2011	ABAG	9011110321	General Liability	Non-Dept	GL claim# 070350 3/13/11 - 3/19/11	4,873.74
12111	5/12/2011	ABAG	9011110321	General Liability	Non-Dept	GL claim# 070998 3/13/11 - 3/19/11	3,446.29
12111 Total							8,577.73
12112	5/12/2011	ABAG POWER PURCHASING POOL	8003605	General Fund	Administration	91 Ashfield - admin 3/26/11 - 4/26/11	39.23
12112	5/12/2011	ABAG POWER PURCHASING POOL	8003605	General Fund	Planning	Station Lane/Town Hall 3/26/11 - 4/26/11	19.93
12112	5/12/2011	ABAG POWER PURCHASING POOL	8003605	General Fund	Building	Station Lane/Town Hall 3/26/11 - 4/26/11	119.58
12112	5/12/2011	ABAG POWER PURCHASING POOL	8003605	General Fund	Police	91 Ashfield - PD 3/26/11 - 4/26/11	66.80
12112	5/12/2011	ABAG POWER PURCHASING POOL	8003605	General Fund	DPW-Engineering	Station Lane/Town Hall 3/26/11 - 4/26/11	59.79
12112	5/12/2011	ABAG POWER PURCHASING POOL	8003605	General Fund	DPW-Street Maint.	99 Dinkenspiel Corp Off 3/26/11 - 4/26/11	101.24
12112	5/12/2011	ABAG POWER PURCHASING POOL	8003605	General Fund	DPW-Park Program	150 Watkins Town 3/29/11 - 4/27/11	322.51
12112	5/12/2011	ABAG POWER PURCHASING POOL	8003605	Library Fund	Non-Dept	Library/Dinkenspiel/Sta 3/26/11-4/26/11	68.43
12112 Total							797.51
12113	5/12/2011	AT&T CALNET 2	000002315347	General Fund	Non-Dept	752-0600 03/27/11 - 04/26/11	111.63
12113	5/12/2011	AT&T CALNET 2	000002315348	General Fund	Non-Dept	752-8099 03/27/11 - 04/26/11	438.50

Town of Atherton

Checks by Date - Detail by Check Number

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12113 Total							
12114	5/12/2011	CLARK PEST CONTROL	11084450	General Fund	DPW-Building	Weed control park April 2011	550.13
12114	5/12/2011	CLARK PEST CONTROL	11125828	Library Fund	Non-Dept	Pest control library April 2011	200.00
12114 Total							295.00
12115	5/12/2011	CLEAN SOURCE	1179674-00	General Fund	DPW-Building	2 cases tissue/TP DPW	115.81
12115	5/12/2011	CLEAN SOURCE	1179674-00	General Fund	DPW-Building	6 cases paper towel DPW	191.70
12115	5/12/2011	CLEAN SOURCE	1179674-00	General Fund	DPW-Building	1 gallon hand soap DPW	14.99
12115	5/12/2011	CLEAN SOURCE	1179674-00	General Fund	DPW-Building	1 case 2.0 ml liner DPW	48.74
12115	5/12/2011	CLEAN SOURCE	1179674-00	General Fund	DPW-Building	1 case tissue/Fac DPW	54.44
12115 Total							425.68
12116	5/12/2011	CSG CONSULTANTS INC	019885	General Fund	Building	Bldg official svc & adm 2/26/11 - 3/31/11	10,459.00
12116	5/12/2011	CSG CONSULTANTS INC	019887	General Fund	Building	93 broadacres inspec 2/26/11 - 3/25/11	170.00
12116	5/12/2011	CSG CONSULTANTS INC	019886	General Fund	Non-Dept	Code enforcement svcs 2/26/11 - 3/25/11	3,708.00
12116 Total							14,337.00
12117	5/12/2011	DANIELSON ASSOCIATES INC	163	General Fund	Administration	Interim CM J. Danielson April 2011	15,000.00
12117 Total							15,000.00
12118	5/12/2011	DE LAGE FINANCIAL SERVICES, INC	9345732	General Fund	DPW-Engineering	DPW Lease Sharp MXM453N 4/15- 5/14/11	152.90
12118 Total							152.90
12119	5/12/2011	HORIZON DISTRIBUTORS, INC.	IN042284	General Fund	DPW-Park Maint.	CPLGS irrigation repair 4/7/11 Park	7.90
12119	5/12/2011	HORIZON DISTRIBUTORS, INC.	IN042284	General Fund	DPW-Park Maint.	CPLGS irrigation repair 4/7/11 Park	3.14
12119	5/12/2011	HORIZON DISTRIBUTORS, INC.	IN042284	General Fund	DPW-Park Maint.	CPLGS irrigation repair 4/7/11 Park	10.40
12119 Total							21.44
12120	5/12/2011	INTERWEST CONSULTING GROUP, INC	10893	General Fund	Administration	Technical Services	800.00
12120 Total							800.00
12121	5/12/2011	KEVIN J. HOLDEN & ASSOCIATES, INC	11-038.2/2329	General Fund	DPW-Building	HVAC program diagnose-HVAC system#2 PD	167.41
12121 Total							167.41
12122	5/12/2011	OIL CHANGER	202-0374127	General Fund	DPW-Street Maint.	Oil change 2011 Ford F350 B. Butler	42.40
12122 Total							42.40
12123	5/12/2011	PG & E	3457969588-2/4	General Fund	DPW-Street Maint.	Signals El Caminal Ather 3/26/11-4/26/11	41.83
12123 Total							41.83
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	1863/4-22-11/JM	General Fund		Sales Tax Payable	(6.15)
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	4960/4-22-11/TD	General Fund	City Council	City council meeting lunch 4/12/11	86.32
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	4960/4-22-11/TD	General Fund	Administration	Sympathy flowers J. Cardona	50.34
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	4832/4-22-11/MB	General Fund	Administration	Town ID Layyard, Holders, Reels 3/29/11	175.69
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	7190/4-22-11/LH	General Fund	Finance	Airfare -Springbrooks conf L. Ho 4/25/11	94.70
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	7190/4-22-11/LH	General Fund	Finance	Airfare -Springbrooks conf L. Ho 5/7/11	99.70
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	7190/4-22-11/LH	General Fund	Finance	CSMFO-Regislative Symposium L. Ho 6/9/11	99.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5424/4-22-11/KR	General Fund	Building	Comm Bldg inspec trng J Aiello 2011-2014	60.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5424/4-22-11/KR	General Fund	Building	Calbo regist Bldg membership 2011 cert	215.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	4832/4-22-11/SH	General Fund	Non-Dept	Domain name charge to be refunded	11.62
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	7555/4-22-11/JF	General Fund	Police	Portal for Atherton school planning	10.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5432/4-22-11/JF	General Fund	Police	Certiffion Entersect online March 2011	88.95
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5465/4-22-11/SP	General Fund	Police	Construction alarm subscrip April 2011 PD	19.95
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5432/4-22-11/JF	General Fund	Police	6 car washes -PD vehicles March 2011	60.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	7555/4-22-11/SH	General Fund	Police	Activation fee Dewalt mobile lock S.Hall	20.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	7555/4-22-11/SH	General Fund	Police	Service fee Dewalt mobile lock S. Hall	19.95
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	9701/4-22-11/KN	General Fund	Police	Fruit tray for ICS trng w/MPPD 3/30/11	39.99
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	9610/4-22-11/JW	General Fund	Police	Force encout trng-lunch J. Wade 4/18/11	8.43
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	9610/4-22-11/JW	General Fund	Police	Force encout trng-lunch J. Wade 4/19/11	11.42
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	9610/4-22-11/JW	General Fund	Police	Force encout trng-gas J. Wade 4/19/11	8.46
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	9610/4-22-11/JW	General Fund	Police	Force encout trng-lunch J. Wade 4/20/11	12.50
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5432/4-22-11/JF	General Fund	Police	FTO Update Crse A.Kockler PD 5/31-6/2/11	23.00

Town of Atherton

Checks by Date - Detail by Check Number

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5432/4-22-11/JF	General Fund	Police	Firearms Instr crse E.Enberg 8/8-8/12/11	500.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5432/4-22-11/JF	General Fund	Police	Crime reports subscription April 2011	99.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5465/4-22-11/SP	General Fund	Police	HP Magenta laser 304A toner PDTraitor	112.18
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5465/4-22-11/SP	General Fund	Police	HP 128A black toner -Dispatch PD	76.46
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5465/4-22-11/SP	General Fund	Police	1 HP 304A, 2 HP 11A toners -Dispatch PD	448.98
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5432/4-22-11/JF	General Fund	Police	18 Pepper (OC) sprays PD 3/23/11	253.82
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	1863/4-22-11/JW	General Fund	Police	10 dispatch appreciation Tumbler w/straw	72.60
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	9610/4-22-11/JW	General Fund	Police	Office Blinds J. Wade PD 4/5/11	176.77
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5432/4-22-11/JF	General Fund	Police	75 Peace officer 2011 memorial pins PD	388.57
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5390/4-22-11/DJ	General Fund	DPW-Engineering	Stormwater trng Tyler, Hyunh 4/26-28/11	150.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5408/4-22-11/ST	General Fund	DPW-Street Maint.	Refund from fastrak account close	(32.00)
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5408/4-22-11/ST	General Fund	DPW-Street Maint.	DOT Class A Lic. Exam B. Butler 4/18/11	75.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5408/4-22-11/ST	General Fund	DPW-Street Maint.	Thermo plastic tape-Acorn green Oak proj	181.41
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5408/4-22-11/ST	General Fund	DPW-Park Maint.	Rent temp restroom Park 2/16/11-3/15/11	381.48
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5408/4-22-11/ST	General Fund	DPW-Park Program	Comcast internet fee HP Park April 2011	60.00
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	4954/4-22-11/JC	General Fund	DPW-Park Program	POD rental for HP Park April 2011	382.38
12124	5/11/2011	IMPAC. GOVERNMENT SERVICES	5408/4-22-11/ST	General Fund	DPW-Building	3 batteries-emerg exit light Park 3/2/11	80.19
12124 Total							4,615.71
12125	5/13/2011	A-A LOCK & ALARM INC	217604	General Fund	DPW-Building	rplic Lt duty Lock Admin backdoor 4/11/11	477.66
12125 Total							477.66
12126	5/13/2011	ACCOUNTEMPS	33129863	General Fund	Finance	Temp Phonpradith, Noy 4/25-4/27/11	959.52
12126 Total							959.52
12127	5/13/2011	ADVANTAGE: PRINT, MARKETING AND	44667	General Fund	Police	Letterhead P.D. 500 Economy 1 Color Ver	96.00
12127	5/13/2011	ADVANTAGE: PRINT, MARKETING AND	44667	General Fund	Police	Letterhead P.D. 500 Foll Stamped Version	202.17
12127 Total							298.17
12128	5/13/2011	AT&T CALNET 2	000002327411	General Fund	Non-Dept	327-4859 4/01-04/30/11	55.21
12128	5/13/2011	AT&T CALNET 2	0000023274110	General Fund	Non-Dept	327-3232 4/01-04/30/11	15.53
12128	5/13/2011	AT&T CALNET 2	000002330244	General Fund	Non-Dept	327-4866 4/01-04/30/11	147.90
12128	5/13/2011	AT&T CALNET 2	000002315346	General Fund	Police	566-0280 3/27-4/26/11	209.55
12128	5/13/2011	AT&T CALNET 2	000002315345	General Fund	Police	330-0686 3/27-4/26/11	15.53
12128 Total							443.72
12129	5/13/2011	CITY OF REDWOOD CITY	BR25823	General Fund	Non-Dept	IT Support April 2011	2,307.00
12129 Total							2,307.00
12130	5/13/2011	CONNERS WILLIAM B.	April, 2011	General Fund	City Attorney	City attorney retainer 04/20-04/30/11	3,267.00
12130 Total							3,267.00
12131	5/13/2011	DUNBAR ARMORED INC	2890641	General Fund	Finance	Armored Car Service May 2011	131.10
12131	5/13/2011	DUNBAR ARMORED INC	2890641	General Fund	Non-Dept	Maintenance Fee May 2011	10.66
12131 Total							141.76
12132	5/13/2011	IEDA INC	16638	General Fund	Administration	Monthly Retainer Labor Relation May 2011	1,030.00
12132 Total							1,030.00
12133	5/13/2011	INTERNATIONAL SURFACING SYSTEMS	69051231R	Gas Tax Fund	DPW-Engineering	Retention 2009 Cape Seal Proj 09-001	9,814.77
				Traffic Congest. Relief			
12133	5/13/2011	INTERNATIONAL SURFACING SYSTEMS	69051231R	General Fund	DPW-Engineering	Retention 2009 Cape Seal Proj 09-001	3,666.71
12133 Total							13,481.48
12134	5/13/2011	INTERSTATE TRAFFIC CONTROL PROJ	134533	Special Tax	DPW-Engineering	(8) R1 24" Signs Fair Oaks/Atherton Ave	261.77
12134	5/13/2011	INTERSTATE TRAFFIC CONTROL PROJ	134533	Special Tax	DPW-Engineering	(6) 15 mph Signs Fair Oaks/Atherton Ave	235.98
12134	5/13/2011	INTERSTATE TRAFFIC CONTROL PROJ	134533	Special Tax	DPW-Engineering	(2) Rt Lane must turn Rt Fair Oak/Athrn	193.37
12134 Total							691.12
12135	5/13/2011	INTERWEST CONSULTING GROUP, INC	10922	General Fund	Administration	Adjust - Org Study Admin, PW, Bldg 3/1-3/31/11	(5,365.00)
12135	5/13/2011	INTERWEST CONSULTING GROUP, INC	10922	General Fund	Administration	Adjust - Solid Waste	5,365.00
12135	5/13/2011	INTERWEST CONSULTING GROUP, INC	10922	General Fund	Administration	Org Study Admin, PW, Bldg 4/1-4/30/11	12,000.00
12135	5/13/2011	INTERWEST CONSULTING GROUP, INC	10922	General Fund	DPW-Engineering	Engineering Services 4/1-4/30/11	6,000.00

Town of Atherton

Checks by Date - Detail by Check Number

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12135 Total							18,000.00
12136	5/13/2011	KREFELD'S AWARDS, INC	21573	General Fund	Police	Engrave Plates, Crime Prev. Task Force	40.97
12136 Total							40.97
12137	5/13/2011	PAW PRINTS, INC	24060	General Fund	Police	Alarm Signs #102, #180	54.63
12137	5/13/2011	PAW PRINTS, INC	24026	General Fund	Police	Alarm Signs #41, #4	136.56
12137 Total							191.19
12138	5/13/2011	PETTY CASH	May 2011	General Fund	Police	Weapon repaired K. Pronske 4/26/11	36.00
12138	5/13/2011	PETTY CASH	May 2011	General Fund	Police	Lunch-Media Relations S.Hall 1/27/11	15.21
12138	5/13/2011	PETTY CASH	May 2011	General Fund	Police	Lunch/Mige PAS Operator T. Dennis 3/24/11	6.10
12138	5/13/2011	PETTY CASH	May 2011	General Fund	Police	Bridge Toll- Case 10-612 S.Hall 11/4/10	5.00
12138	5/13/2011	PETTY CASH	May 2011	General Fund	Police	Airhose-Range Workbnch D. Metzgar 3/26/11	11.12
12138	5/13/2011	PETTY CASH	May 2011	General Fund	Police	Photos Lobby R. Potts 3/15/11	13.21
12138 Total							86.64
12139	5/13/2011	PG & E	745796332-1/41	General Fund	Police	Police Dept 3/26-4/26/11	1,722.88
12139	5/13/2011	PG & E	0896302362-0/41	General Fund	DPW-Building	160 Watkins (CM Hse) 3/29-4/28/11	49.61
12139 Total							1,772.49
12140	5/13/2011	PURCHASE POWER	15433368881	General Fund	Non-Dept	Meter Rentl 1A00/SN43094189 5/16-8/15/11	262.20
12140 Total							262.20
12141	5/13/2011	SAN MATEO CNTY FORENSIC LAB	CL02765	General Fund	Police	Toxicology Blood Alcohols April 2011	65.00
12141	5/13/2011	SAN MATEO CNTY FORENSIC LAB	CL02765	General Fund	Police	Phlebotomy Services April 2011	65.00
12141 Total							130.00
12142	5/13/2011	SHARP ELECTRONICS CORPORATION	AR363907	General Fund	Administration	Admin Copier Cntrct MXM550N 3/16-4/15/11	189.64
12142 Total							189.64
12143	5/13/2011	SUN RIDGE SYSTEMS INC	2184	General Fund	Police	RIMS Support Svcs P.D. 6/30/10-6/29/11	11,085.00
12143 Total							11,085.00
12144	5/13/2011	VOYAGER FLEET SYSTEMS INC.	869016477104	General Fund	Police	Motorcycle Fuel April 2011	73.16
12144 Total							73.16
12145	5/20/2011	ABAG	9011091220	General Liability	Non-Dept	GL claim# 060595 12/13/09 - 12/19/09	1,241.25
12145	5/20/2011	ABAG	9011100131	General Liability	Non-Dept	GL claim# 060669 1/24/10 - 1/30/10	13,613.12
12145	5/20/2011	ABAG	9011100324	General Liability	Non-Dept	GL claim# 060669 3/14/10 - 3/20/10	5,186.60
12145 Total							20,040.97
12146	5/20/2011	ACCOUNTEMP	33170316	General Fund	Finance	Temp Phonpradith, Noy 05/02-05/04/11	959.52
12146 Total							959.52
12147	5/20/2011	CAL WATER SERVICE	62126158/4-11	General Fund	City Council	94 Ashfield Council Chambers 3/4-4/4/11	58.53
12147	5/20/2011	CAL WATER SERVICE	91512681/4-11	General Fund	Administration	91 Ashfield Town Hall 3/4-4/4/11	18.42
12147	5/20/2011	CAL WATER SERVICE	91512699/4-11	General Fund	Planning	Station Lane Meter 3/4-4/4/11	2.73
12147	5/20/2011	CAL WATER SERVICE	91512699/4-11	General Fund	Building	Station Lane Meter 3/4-4/4/11	16.40
12147	5/20/2011	CAL WATER SERVICE	91512664/4-11	General Fund	Police	83 Ashfield PD 3/4-4/4/11	31.80
12147	5/20/2011	CAL WATER SERVICE	91512699/4-11	General Fund	DPW-Engineering	Station Lane Meter 3/4-4/4/11	8.20
12147	5/20/2011	CAL WATER SERVICE	62051509/4-11	General Fund	DPW-Street Maint.	Alameda/Atherton Landscape 3/4-4/4/11	126.43
12147	5/20/2011	CAL WATER SERVICE	62051499/4-11	General Fund	DPW-Street Maint.	El Camino Real North 3/4-4/4/11	72.95
12147	5/20/2011	CAL WATER SERVICE	97947324/4-11	General Fund	DPW-Street Maint.	El Camino Real South 3/25-4/25/11	72.59
12147	5/20/2011	CAL WATER SERVICE	89783697/4-11	General Fund	DPW-Street Maint.	Maple Ave 3/4-4/4/11	32.60
12147	5/20/2011	CAL WATER SERVICE	62040688/4-11	General Fund	DPW-Street Maint.	99 Ashfield Rd 4/5-5/3/11	56.84
12147	5/20/2011	CAL WATER SERVICE	62051537/4-11	General Fund	DPW-Park Program	150 Watkins (Fire Protection) 4/1-4/30/11	29.31
12147	5/20/2011	CAL WATER SERVICE	62051537/4/11	General Fund	DPW-Park Program	150 Watkins 3/25-4/25/11	172.52
12147	5/20/2011	CAL WATER SERVICE	97127159/4-11	Library Fund	Non-Dept	2 Station Lane-Library 3/4-4/4/11	45.18
12147 Total							744.50
12148	5/20/2011	CITTADINI KEVIN	MAY 2011	General Fund	Building	CCC IAPMO meeting 2/17/11 K.Cittadini	30.00
12148	5/20/2011	CITTADINI KEVIN	MAY 2011	General Fund	Building	CCC IAPMO meeting 4/21/11 K.Cittadini	30.00
12148	5/20/2011	CITTADINI KEVIN	MAY 2011	General Fund	Building	ICC-CALBIG meeting 5/11/11 K.Cittadini	20.00
12148 Total							80.00

Town of Atherton

Checks by Date - Detail by Check Number

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12149	5/20/2011	CLARK PEST CONTROL	11084743	General Fund	DPW-Park Maint.	Weed Control HP Park maint svc Apr 11	855.00
12149	5/20/2011	CLARK PEST CONTROL	11125837	General Fund	DPW-Building	qtrly AG weed contrl svc Town Plaza 4/11	325.00
12149 Total							1,180.00
12150	5/20/2011	CLEAN SOURCE	1191636-00	General Fund	DPW-Park Program	(3) Cases Tissue TP HP Park May 2011	173.71
12150	5/20/2011	CLEAN SOURCE	1191636-00	General Fund	DPW-Park Program	(5) Cases Towels HP Park May 2011	155.24
12150	5/20/2011	CLEAN SOURCE	1191636-00	General Fund	DPW-Park Program	(1) Cases Kitchen Towels HP Park May 2011	55.53
12150	5/20/2011	CLEAN SOURCE	1191636-00	General Fund	DPW-Park Program	(3) BX Latex Gloves LG HP Park May 2011	18.91
12150	5/20/2011	CLEAN SOURCE	1191636-00	General Fund	DPW-Park Program	(2) Cases Cleaner HP Park May 2011	47.20
12150	5/20/2011	CLEAN SOURCE	1191636-00	General Fund	DPW-Park Program	(5) Cases Gbg Liners HP Park May 2011	243.74
12150	5/20/2011	CLEAN SOURCE	1191636-00	General Fund	DPW-Park Program	(2) BK Latex Gloves XL HP Park May 2011	12.61
12150	5/20/2011	CLEAN SOURCE	1191636-00	General Fund	DPW-Park Program	(2) Cases Deodorizer HP Park May 2011	90.02
12150	5/20/2011	CLEAN SOURCE	1191636-00	General Fund	DPW-Park Program	Handling Charge	5.40
12150 Total							802.36
12151	5/20/2011	COMMERCIAL SPEEDOMETER SERVICE	613	General Fund	Police	Labor to check Speedometer Accuracy-PD	270.00
12151 Total							270.00
12152	5/20/2011	CONTRACT SWEEPING SERVICES	INV110000606	General Fund	DPW-Street Maint.	Monthly Sweeping service April 2011	992.70
12152 Total							992.70
12153	5/20/2011	DMS FACILITY SERVICES, INC	RC-D064652	General Fund	DPW-Building	Town Hall/Police Dept May 2011	682.25
12153	5/20/2011	DMS FACILITY SERVICES, INC	RC-D064652	General Fund	DPW-Building	Police Modular Office May 2011	121.40
12153	5/20/2011	DMS FACILITY SERVICES, INC	RC-D064652	General Fund	DPW-Building	Public Works Modular May 2011	127.39
12153	5/20/2011	DMS FACILITY SERVICES, INC	RC-D064652	General Fund	DPW-Building	Addition Modular May 2011	161.59
12153	5/20/2011	DMS FACILITY SERVICES, INC	RC-D064652	General Fund	DPW-Building	99 Station Ln/Corp Yard May 2011	213.72
12153	5/20/2011	DMS FACILITY SERVICES, INC	RC-D064652	Library Fund	Non-Dept	Atherton Library May 2011	493.24
12153 Total							1,799.59
12154	5/20/2011	EMBARCADERO PUBLISHING CO	04/27/11	Ath Channel Drainage	DPW-Engineering	Ad for Bids 6/7/11, Upr Creek Stabilizatin	928.00
12154	5/20/2011	EMBARCADERO PUBLISHING CO	04/20/11	Ath Channel Drainage	DPW-Engineering	Ad for Bids 6/7/11, Upr Creek Stabilizatin	928.00
12154 Total							1,856.00
12155	5/20/2011	FOROOD NATALIE	BP11-00007	General Fund		Refund, 56 Edge Rd, P# BP11-00007	3,682.00
12155 Total							3,682.00
12156	5/20/2011	HORIZON DISTRIBUTORS, INC.	IN045182	General Fund	DPW-Park Maint.	HP Pk Plygnd Rstrm Repr (2) Couplings	4.15
12156	5/20/2011	HORIZON DISTRIBUTORS, INC.	IN045182	General Fund	DPW-Park Maint.	HP Pk Plygnd Rstrm Repr/Inv (4) Bushing	2.10
12156	5/20/2011	HORIZON DISTRIBUTORS, INC.	IN045182	General Fund	DPW-Park Maint.	HP Pk Plygnd Rstrm Repr (2) PVC fitting	0.72
12156	5/20/2011	HORIZON DISTRIBUTORS, INC.	IN045182	General Fund	DPW-Park Maint.	HP Pk Plygnd Rstrm Repr (1) Glue	23.57
12156	5/20/2011	HORIZON DISTRIBUTORS, INC.	IN045182	General Fund	DPW-Park Maint.	HP Pk Plygnd Rstrm Repr (1) Acid Brush	0.22
12156 Total							30.76
12157	5/20/2011	J & N PRINTING	8635	General Fund	Administration	250 BCs Danielsn,DellaSnta,Larson,Conner	113.31
12157	5/20/2011	J & N PRINTING	8635	General Fund	Building	250 Bus Cards K.Huo,K.Anderson,D.Lockrd	85.37
12157	5/20/2011	J & N PRINTING	8635	General Fund	DPW-Engineering	250 Business Cards M.Kashiwagi	28.56
12157 Total							227.24
12158	5/20/2011	JENKINS COLIN R	22719	General Fund	City Council	Name Plates J.Larsen, W.Conners	19.66
12158	5/20/2011	JENKINS COLIN R	22719	General Fund	Administration	Name Plate John Danielson	10.93
12158 Total							30.59
12159	5/20/2011	JENSEN LANDSCAPE SERVICE INC	April 2011	Special Tax		SM irrigation P#56019 - 10% reten 4/2011	(3,175.21)
12159	5/20/2011	JENSEN LANDSCAPE SERVICE INC	April 2011	Special Tax		SM irrigation project #56019 April 2011	31,752.10
12159 Total							28,576.89
12160	5/20/2011	MAGGIORA BROS. DRILLING INC	J11-076fin	General Fund	DPW-Park Maint.	HP Pk Well pump control panl Rpr 4/22/11	2,506.56
12160 Total							2,506.56
12161	5/20/2011	MARK THOMAS & CO INC	15152	Special Tax	DPW-Engineering	Land Survey Park Ln & Polhem Ave 3/11	450.00
12161	5/20/2011	MARK THOMAS & CO INC	15151	Special Tax	DPW-Engineering	corner record ROW stkg Atherton Av 3/11	1,145.00
12161 Total							1,595.00
12162	5/20/2011	MUNISERVICES LLC	IS Group Inc	General Fund		Bus Lic IS Group Inc. 5/11/11	150.00
12162	5/20/2011	MUNISERVICES LLC	Blakes Tile	General Fund		Bus Lic Blake's Tile 5/12/11	75.00

Town of Atherton

Checks by Date - Detail by Check Number

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12162 Total							225.00
12163	5/20/2011	NEAL MARTIN & ASSOCIATES	1125	General Fund		91 Ashfield 3/1-3/31/11 deposit account charged to applicant for cell site application	1,693.13
12163	5/20/2011	NEAL MARTIN & ASSOCIATES	1125	General Fund		Menlo School 3/1-3/31/11 deposit account charged to applicant	3,273.38
12163	5/20/2011	NEAL MARTIN & ASSOCIATES	1125	General Fund		Sacred Heart 3/1-3/31/11 deposit account charged to applicant	75.25
12163	5/20/2011	NEAL MARTIN & ASSOCIATES	1125	General Fund	Planning	Contract Planner 3/1-3/31/11	16,530.39
12163	5/20/2011	NEAL MARTIN & ASSOCIATES	1125	General Fund	Planning	Garbage 3/1-3/31/11	179.38
12163	5/20/2011	NEAL MARTIN & ASSOCIATES	1126	Library Fund	Non-Dept	Special Proj- Library 3/1-3/31/11	2,274.38
12163 Total							24,025.91
12164	5/20/2011	ORCHARD SUPPLY HARDWARE	1359/April-2011	General Fund	DPW-Street Maint.	paint rdmkrs Lindenwood 3/31/11 Butler	16.13
12164	5/20/2011	ORCHARD SUPPLY HARDWARE	1359/April-2011	General Fund	DPW-Street Maint.	1x6 s-Rpr fnc Athrtn/Almda 4/18/11 Butlr	5.36
12164	5/20/2011	ORCHARD SUPPLY HARDWARE	1359/April-2011	General Fund	DPW-Park Maint.	2" pole clamp-sign Park 3/28/11 Butlr	6.95
12164	5/20/2011	ORCHARD SUPPLY HARDWARE	1359/April-2011	General Fund	DPW-Park Program	rat trap,glue,diffsr HP Pk 4/11/11 Espno	28.36
12164	5/20/2011	ORCHARD SUPPLY HARDWARE	1359/April-2011	General Fund	DPW-Building	hexbit-repr teir-tot plygnd 4/7/11 Andsn	19.28
12164	5/20/2011	ORCHARD SUPPLY HARDWARE	1359/April-2011	General Fund	DPW-Building	wire.cover,sint bldgs 4/19/11 Anderson	11.86
12164	5/20/2011	ORCHARD SUPPLY HARDWARE	1359/April-2011	General Fund	DPW-Building	rpl nt-light flag pole P.D 3/25/11 Butlr	7.19
12164	5/20/2011	ORCHARD SUPPLY HARDWARE	1359/April-2011	General Fund	DPW-Building	Vanity Lt Admin Mens Rm 4/6/11 Butlr	51.31
12164	5/20/2011	ORCHARD SUPPLY HARDWARE	1359/April-2011	Special Tax	DPW-Engineering	(10)cerment ECR & Stk-crip yd 4/21/11 But	27.20
12164 Total							173.64
12165	5/20/2011	PG & E	9291302548-9/4-	General Fund	DPW-Street Maint.	Corp Yard Station Lane 3/26-4/26/11	69.16
12165	5/20/2011	PG & E	9531312943-9/4-	General Fund	DPW-Street Maint.	93 Dinkelspiel Station Ln 3/26-4/26/11	163.87
12165	5/20/2011	PG & E	8671355582-8/4-	General Fund	DPW-Street Maint.	Signal-Middlefield/Encinal 3/29-4/27/11	37.29
12165	5/20/2011	PG & E	9166302556-6/4-	Library Fund	Non-Dept	Atherton Library 3/26-4/26/11	435.60
12165 Total							705.92
12166	5/20/2011	TINCHER CONSTRUCTION COMPANY II	APW09-00159	General Fund		Refund, 383 Walsh, P# APW09-00159	2,500.00
12166 Total							2,500.00
12167	5/20/2011	WILSON KURTIS	FEB 2011	General Fund		User Use Tax Payable	(34.69)
12167	5/20/2011	WILSON KURTIS	FEB 2011	General Fund	Police	Honda 1300 Lidar Holster -PDMotorcycle	426.89
12167 Total							392.00
12168	5/26/2011	ABAG	9011110502	General Liability	Non-Dept	GL Claim# 070988 4/24-4/30/11	5,316.94
12168 Total							5,316.94
12169	5/26/2011	A-A LOCK & ALARM INC	218165	General Fund	DPW-Park Program	locksmith svc park office scoty 5/16/11	75.00
12169	5/26/2011	A-A LOCK & ALARM INC	218165	General Fund	DPW-Park Program	Instl Deadbit make dr unuseable 5/16/11	120.00
12169	5/26/2011	A-A LOCK & ALARM INC	218165	General Fund	DPW-Park Program	DbI Sided dealbold pk office 5/16/11	97.23
12169	5/26/2011	A-A LOCK & ALARM INC	218165	General Fund	DPW-Park Program	rim cylinder for HP pk office 5/16/11	48.07
12169 Total							340.30
12170	5/26/2011	ACCOUNTEMPS	33211557	General Fund	Finance	temp Phonpradith, Noy 5/9-5/11/11	959.52
12170 Total							959.52
12171	5/26/2011	AMERICAN PUBLIC WORKS ASSN	159227/2012	General Fund	DPW-Engineering	budgeted 6/1/11-6/31/12 S.Tyler,D.Huynh	238.00
12171 Total							238.00
12172	5/26/2011	AT&T CALNET 2	000002170432	General Fund	Non-Dept	752-8099 01/27-02/26/11	437.09
12172	5/26/2011	AT&T CALNET 2	000002347969	General Fund	Non-Dept	325-2677 04/10-05/09/11	15.36
12172	5/26/2011	AT&T CALNET 2	000002350303	General Fund	Non-Dept	462-1470 04/10-05/10/11	22.51
12172	5/26/2011	AT&T CALNET 2	000002327409	General Fund	Police	324-5396 04/01-04/30/11	55.22
12172	5/26/2011	AT&T CALNET 2	000002347583	General Fund	Police	323-1802 04/10-05/09/11	29.43
12172	5/26/2011	AT&T CALNET 2	000002347585	General Fund	Police	323-6131 04/10-05/09/11	110.34
12172	5/26/2011	AT&T CALNET 2	000002347586	General Fund	Police	323-6452 04/10-05/09/11	15.52
12172	5/26/2011	AT&T CALNET 2	000002347587	General Fund	Police	323-7653 04/10-05/09/11	14.27
12172	5/26/2011	AT&T CALNET 2	000002347588	General Fund	Police	326-2801 04/10-05/09/11	155.16
12172	5/26/2011	AT&T CALNET 2	000002347589	General Fund	Police	328-3220 04/10-05/09/11	15.54
12172	5/26/2011	AT&T CALNET 2	000002347590	General Fund	Police	473-9743 04/10-05/09/11	15.96
12172	5/26/2011	AT&T CALNET 2	000002347591	General Fund	Police	688-6500 04/10-05/09/11	541.68

Town of Atherton

Checks by Date - Detail by Check Number

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12172	5/26/2011	AT&T CALNET 2	000002346952	General Fund	Police	289-9297 04/10-05/09/11	15.53
12172 Total							1,443.61
12173	5/26/2011	CITY OF REDWOOD CITY	BR25788	General Fund	Building	fuel charges 3/16-4/15/11 Bldg KAnderson	51.33
12173	5/26/2011	CITY OF REDWOOD CITY	BR25750	General Fund	Police	Vehicle repair/maint 3/16-4/15/11 Police	4,082.08
12173	5/26/2011	CITY OF REDWOOD CITY	BR25788	General Fund	Police	fuel charges 3/16-4/15/11 Police Dept	4,858.50
12173	5/26/2011	CITY OF REDWOOD CITY	BR25788	General Fund	DPW-Engineering	fuel charges 3/16-4/15/11 DPW S.Tyler	193.68
12173	5/26/2011	CITY OF REDWOOD CITY	BR25750	General Fund	DPW-Street Maint.	Vehicle repair/mnt 3/16-4/15/11 DPW trks	322.62
12173	5/26/2011	CITY OF REDWOOD CITY	BR25788	General Fund	DPW-Street Maint.	fuel charges 3/16-4/15/11 DPW Andrade	587.87
12173	5/26/2011	CITY OF REDWOOD CITY	BR25788	General Fund	DPW-Street Maint.	fuel charges 3/16-4/15/11 DPW Butler	431.08
12173	5/26/2011	CITY OF REDWOOD CITY	BR25788	General Fund	DPW-Park Maint.	fuel charges 3/16-4/15/11 Parks Anderson	110.28
12173 Total							10,637.44
12174	5/26/2011	COMCAST	0122498/05-11	General Fund	Non-Dept	50mg Bus Class HSI 5/21-6/20/11	189.95
12174	5/26/2011	COMCAST	0122498/05-11	General Fund	Non-Dept	13 static IP 5/21-6/20/11	19.95
12174 Total							209.90
12175	5/26/2011	COMPUTER TECHNICIANS, INC	33260	General Fund	Police	repr leaking ink HP-2600 pmitr-Pardolla	108.00
12175 Total							400.00
12176	5/26/2011	CONTRA COSTA COUNTY SHERIFF OF	JUNE 2011	General Fund	Police	supervisor crs fee J.Miller 6/13-6/23/11	400.00
12176 Total							1,000.00
12177	5/26/2011	CUTWATER INVESTOR SERVICES COR	14723A	General Fund	Finance	Investment Advisory Svs 4/1-4/30/11	1,000.00
12177 Total							1,139.48
12178	5/26/2011	HUBB SYSTEMS, LLC	INV-CA008	General Fund	Police	(7) Havis slide out trunk tray Antnna PD	1,139.48
12178 Total							17.21
12179	5/26/2011	DENNIS TONY	MAY 2011	General Fund	Police	Meal Dvr trng Update 5/18/11 T.Dennis	14.18
12179	5/26/2011	DENNIS TONY	MAY 2011	General Fund	Police	Meal Dvr trng Update 5/17/11 T.Dennis	31.39
12179 Total							14.75
12180	5/26/2011	GOMEZ DAVID	MAY 2011	General Fund	Police	meal dvr trng update 5/18/11 D.Gomez	11.99
12180	5/26/2011	GOMEZ DAVID	MAY 2011	General Fund	Police	meal dvr trng update 5/17/11 D.Gomez	26.74
12180 Total							14.74
12181	5/26/2011	HALL SHERMAN	APRIL 2011	General Fund	Police	Meal Cyber Terrorism 4/27/11 S.Hall	13.93
12181	5/26/2011	HALL SHERMAN	APRIL 2011	General Fund	Police	Meal Cyber Terrorism 4/28/11 S.Hall	60.00
12181	5/26/2011	HALL SHERMAN	APRIL 2011	General Fund	Police	Parking Cyber Terror 4/25-4/29/11 S.Hall	17.86
12181	5/26/2011	HALL SHERMAN	APRIL 2011	General Fund	Police	Meal Cyber Terrorism 4/25/11 S.Hall	12.13
12181	5/26/2011	HALL SHERMAN	APRIL 2011	General Fund	Police	Meal Cyber Terrorism 4/26/11 S.Hall	118.66
12181 Total							500.00
12182	5/26/2011	HENDERSON STEVE	BP11-00201	General Fund		refund C&D deposit 15 Park BP11-00201	500.00
12182 Total							90.00
12183	5/26/2011	DALUGDUG AARON	206	General Fund	City Council	rental 2 loud spkrs, 5/18/11 council mtg	100.00
12183	5/26/2011	DALUGDUG AARON	206	General Fund	City Council	rental 12 chnl ampli, 5/18/11 council mtg	130.00
12183	5/26/2011	DALUGDUG AARON	206	General Fund	City Council	rental 2 microphone, 5/18/11 council mtg	200.00
12183	5/26/2011	DALUGDUG AARON	206	General Fund	City Council	rental 8 mcprhn & stnd, 5/18/11 council mt	25.00
12183	5/26/2011	DALUGDUG AARON	206	General Fund	City Council	rental tape recorder, 5/18/11 council mt	25.00
12183 Total							570.00
12184	5/26/2011	KREFELD'S AWARDS, INC	21608	General Fund	Police	Engraved Trophy Cpth Silva Awd-B.Potts	131.65
12184 Total							131.65
12185	5/26/2011	MAGGIORA BROS. DRILLING INC	J11-082FFIN	General Fund	DPW-Park Maint.	HP Park pull old pump and replace	6,665.33
12185 Total							6,665.33
12186	5/26/2011	MCKINLEY ELEVATOR CORP	A042224-IN	General Fund	DPW-Park Maint.	Planned Maint Elevator HP Park 5/2/11	300.00
12186	5/26/2011	MCKINLEY ELEVATOR CORP	A042224-IN	General Fund	DPW-Park Maint.	DOSH permit clearing elvtr Park 5/2/11	98.00
12186	5/26/2011	MCKINLEY ELEVATOR CORP	A042224-IN	General Fund	DPW-Park Maint.	ACC svc grease/foill elvtr HP Park 5/2/11	10.93
12186 Total							408.93
12187	5/26/2011	MID-PENINSULA ANIMAL HOSPITAL	459190	General Fund	Police	office visit K-9 Lotfy 5/5/11	60.00

Town of Atherton

Checks by Date - Detail by Check Number

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12187	5/26/2011	MID-PENINSULA ANIMAL HOSPITAL	459190	General Fund	Police	rabies vaccine K-9 Lotty 5/5/11	24.00
12187	5/26/2011	MID-PENINSULA ANIMAL HOSPITAL	459190	General Fund	Police	leptospirosis vaccine K-9 Lotty 5/5/11	34.25
12187	5/26/2011	MID-PENINSULA ANIMAL HOSPITAL	459190	General Fund	Police	interceptor tablets K-9 Lotty 5/5/11	111.12
12187	5/26/2011	MID-PENINSULA ANIMAL HOSPITAL	459190	General Fund	Police	frontline plus K-9 Lotty 5/5/11	226.20
12187 Total							455.57
12188	5/26/2011	MILLER JANELLE	MAY 2011	General Fund	Police	mileage dsptch updtte 5/10-5/12/11 Miller	38.17
12188	5/26/2011	MILLER JANELLE	MAY 2011	General Fund	Police	meal dispatch update 5/11/11 J.Miller	7.92
12188	5/26/2011	MILLER JANELLE	MAY 2011	General Fund	Police	meal dispatch update 5/12/11 J.Miller	7.20
12188 Total							53.29
12189	5/26/2011	MUNISERVICES LLC	Chavez Pool	General Fund		Bus Lisc Chavez Pool Service 5/17/11	50.00
12189	5/26/2011	MUNISERVICES LLC	Skyview Tree	General Fund		Bus Lisc Skyview Tree Service 5/17/11	75.00
12189	5/26/2011	MUNISERVICES LLC	Alistar Insulat	General Fund		Bus Lisc Alistar Insulation 5/20/11	200.00
12189 Total							325.00
12190	5/26/2011	OFFICE DEPOT	564238648001	General Fund	Finance	Ergonomic Mouse Pad L.Colliau	10.20
12190	5/26/2011	OFFICE DEPOT	564238648001	General Fund	Finance	Ergonomic Wrist Pad L.Colliau	10.20
12190	5/26/2011	OFFICE DEPOT	564238648001	General Fund	Finance	Monthly Planner L.Colliau	9.61
12190	5/26/2011	OFFICE DEPOT	564238648001	General Fund	Police	Toner P.D. S.Pardolla	79.84
12190 Total							109.85
12191	5/26/2011	PENINSULA UNIFORMS & EQUIPMENT	64102	General Fund	Police	(4)Soft Velcro forearm SWAT gear, G.Dere	21.85
12191	5/26/2011	PENINSULA UNIFORMS & EQUIPMENT	64102	General Fund	Police	(4)hard Velcro shoulder SWAT gear G.Dere	21.85
12191	5/26/2011	PENINSULA UNIFORMS & EQUIPMENT	64102	General Fund	Police	Labor, sew on name patch G.Dere	18.00
12191	5/26/2011	PENINSULA UNIFORMS & EQUIPMENT	64102	General Fund	Police	Labor, sew on velcro SWAT gear G.Dere	12.00
12191 Total							73.70
12192	5/26/2011	PG & E	5678831050/4-11	General Fund	Administration	Ashfield/Town Hall 3/26-4/26/11	447.86
12192	5/26/2011	PG & E	5678831560/4-11	General Fund	Planning	Station Lane 3/26-4/26/11	12.79
12192	5/26/2011	PG & E	5678831560/4-11	General Fund	Building	Station Lane 3/26-4/26/11	76.78
12192	5/26/2011	PG & E	5678831560/4-11	General Fund	DPW-Engineering	Station Lane 3/26-4/26/11	38.39
12192	5/26/2011	PG & E	567883105/4-11	General Fund	DPW-Street Maint.	Signal E/S Middlefield 3/29-4/27/11	49.94
12192	5/26/2011	PG & E	5678831020/4-11	General Fund	DPW-Street Maint.	Signal-Marsh/Middlefield 3/29-4/27/11	8.87
12192	5/26/2011	PG & E	5678831025/4-11	General Fund	DPW-Street Maint.	Signal-Middlefield/OakGrove 3/29-4/27/11	39.75
12192	5/26/2011	PG & E	5678831002eta/	General Fund	DPW-Street Maint.	Street Lights 4/2-4/30/11	4,059.31
12192	5/26/2011	PG & E	5678831040/4-11	General Fund	DPW-Park Maint.	Park Pump 150 Watkins 3/29-4/28/11	149.78
12192	5/26/2011	PG & E	5678831030/4-11	General Fund	DPW-Park Program	Activity Bldg 150 Watkins 3/29-4/27/11	263.02
12192	5/26/2011	PG & E	5678831035/4-11	General Fund	DPW-Park Program	modular building 150Watkins 3/29-4/27/11	375.32
12192 Total							5,521.81
12193	5/26/2011	PITNEY BOWES INC	940294	General Fund	Non-Dept	Rental Postage Meter IM00 6/16-9/15/11	165.00
12193 Total							165.00
12194	5/26/2011	POTTS BRUCE	MAY 2011	General Fund	Police	User Use Tax Payable	(11.10)
12194	5/26/2011	POTTS BRUCE	MAY 2011	General Fund	Police	DARE essay cash prize St. Joseph Grad	400.00
12194	5/26/2011	POTTS BRUCE	MAY 2011	General Fund	Police	Drug Free is Me Drop Cloth St. Joseph Gd	2.16
12194	5/26/2011	POTTS BRUCE	MAY 2011	General Fund	Police	Supplies/Hot Dog BBQ St. Joseph Grad	54.20
12194	5/26/2011	POTTS BRUCE	MAY 2011	General Fund	Police	Student Photo/Drug Free in Me St Jsph	6.96
12194	5/26/2011	POTTS BRUCE	MAY 2011	General Fund	Police	Ice Cream DARE winners St Joseph Grad	13.97
12194	5/26/2011	POTTS BRUCE	MAY 2011	General Fund	Police	DARE winner pictures St Josephs Grad	5.11
12194	5/26/2011	POTTS BRUCE	MAY 2011	General Fund	Police	12 DARE Balls St Joseph Graduation	107.17
12194 Total							578.47
12195	5/26/2011	ARBORICULTURAL SPECIALTIES, INC	16823	General Fund	DPW-Street Maint.	Tree maint - FY10-2011 April 2011	4,015.00
12195 Total							4,015.00
12196	5/26/2011	RECALL SECURE DESTRUCTION SERV	2303082706	General Fund	Police	Service Fee April 2011	15.00
12196	5/26/2011	RECALL SECURE DESTRUCTION SERV	2303082706	General Fund	Police	shred PD documents 4/1/11	74.35
12196	5/26/2011	RECALL SECURE DESTRUCTION SERV	2303082706	General Fund	Police	shred PD documents 4/15/11	74.35
12196 Total							163.70

Town of Atherton

Checks by Date - Detail by Check Number

Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
12197	5/26/2011	REDGWICK CONSTRUCTION COMPANY	Retention	Measure A	DPW-Engineering	Final Retention Encinal/Middlfd Imprvmt	5,033.59
12197	5/26/2011	REDGWICK CONSTRUCTION COMPANY	Retention	Measure A	DPW-Engineering	Final Retention Encinal/Middlfd Imprvmt	4,533.18
12197	5/26/2011	REDGWICK CONSTRUCTION COMPANY	Retention	GF Projects	DPW-Engineering	Final Retention Encinal/Middlfd Imprvmt	8,255.08
12197	5/26/2011	REDGWICK CONSTRUCTION COMPANY	Retention	GF Projects	DPW-Engineering	Final Retention Encinal/Middlfd Imprvmt	5,880.98
12197	5/26/2011	REDGWICK CONSTRUCTION COMPANY	Retention	GF Projects	DPW-Engineering	Final Retention Encinal/Middlfd Imprvmt	5,033.59
12197	5/26/2011	REDGWICK CONSTRUCTION COMPANY	Retention	GF P Projects	DPW-Engineering	Final Retention Encinal/Middlfd Imprvmt	4,533.18
12197 Total							33,269.60
12198	5/26/2011	SAN MATEO CNTY INFO SERV DEPT	1YAT11104	General Fund	Police	Mcrwv Message Switch Lines PD-April 2011	1,046.50
12198	5/26/2011	SAN MATEO CNTY INFO SERV DEPT	1YAT11104	General Fund	Police	Microwave Micro Channel PD-April 2011	152.00
12198 Total							1,198.50
12199	5/26/2011	SAN MATEO REGIONAL NETWORK INC	19563	General Fund	Police	Access Fee T-1 service- May 2011	385.00
12199 Total							385.00
12200	5/26/2011	SERRAMONTE FORD INC	1ft7x2a65bec366	Equipment Replacem	DPW-Street Maint.	Ford F250 Super Cab PW 1FT7X2A65BEC36657	25,726.75
12200 Total							25,726.75
12201	5/26/2011	WILLIAMS SCOTSMAN, INC	95660563	General Fund	Police	Rent - Pd Modular Trailer 4/29-5/28/2011	721.63
12201 Total							721.63
12202	5/26/2011	SETCOM CORP	8767	General Fund	Police	helmet ext cable, adhesive repr, Kockler	102.78
12202 Total							102.78
12203	5/26/2011	SPRINT	130538811-041	General Fund	Police	Mobile Data Comm P.D. 3/26-4/25/11	431.51
12203 Total							431.51
12204	5/26/2011	TELECOMMUNICATIONS ENGINEERING	41266	General Fund	Police	Mgmnt/Maint Comm Ctr Police May 2011	934.00
12204 Total							934.00
12205	5/26/2011	TURBO DATA SYSTEMS INC	17718	General Fund	Police	handwritten cit process (8)3/11,(20)4/11	39.20
12205	5/26/2011	TURBO DATA SYSTEMS INC	17718	General Fund	Police	admin adjudication service April 2011	3.68
12205	5/26/2011	TURBO DATA SYSTEMS INC	17718	General Fund	Police	notice processing April 2011	17.42
12205	5/26/2011	TURBO DATA SYSTEMS INC	17718	General Fund	Police	final notice processing April 2011	6.03
12205 Total							66.33
12206	5/26/2011	WITMER-TYSON IMPORTS INC	T8588	General Fund	Police	Monthly K-9 Maint Train April 2011	500.00
12206	5/26/2011	WITMER-TYSON IMPORTS INC	T8588	General Fund	Police	Dog Bath by Groomer	45.00
12206	5/26/2011	WITMER-TYSON IMPORTS INC	T8588	General Fund	Police	(2) Royal Canin German Shep. Food	120.18
12206 Total							665.18
Grand Total							308,571.38



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 JUNE 15, 2011

**SUBJECT: FINANCIAL REPORT FOR THE ELEVEN MONTHS ENDED MAY 31,
2011**

RECOMMENDATION

Receive the General Fund Financial Report for the eleven months ended May 31, 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 June 3, 2011.

If revenues and expenditures are assumed to be distributed evenly for the eleven months ended May 31, 2011, 91.7% of the annual FY 2010-11 Budget (11/12) should be earned or incurred.

Due to the timing nature of many revenue receipt and expenditures, it can be over or under the 91.7%.

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

General Fund Revenues

For the eleven months ended May 31, 2011, the General Fund reported revenue of \$9,736,428 which is 100.8% of the annual revenue budget for FY 2011. General Fund revenue exceeded Monthly Financial Report

11/12 of the budget by \$883,795. The increase was due to the timing of certain types of revenue and higher building permit revenue.

The Town received 98.1% of the secured property tax revenue for FY 2011. Staff is projecting that the actual secured property tax revenue for the year will be higher than budget by about \$100,000. Several other revenues such as unsecured property tax, ERAF subvention, utility and gas franchise fee, and property tax in lieu of VLF were paid to the Town in one lump sum.

Building permit revenue exceeded annual budget by \$269,831 as of May 31, 2011. Taking a conservative approach, no mid-year revenue adjustment was proposed by the Interim Building Official. It is expected that the Building Department will end FY 2011 with higher revenue than budgeted. The excess revenue will reduce the use of Building Department operating reserve as originally projected.

General Fund revenue for the same eleven-month period in FY 2010 was \$8,868,438, an increase of \$867,990 (9.8%). Of the \$867,990, \$420,726 (net of contract plan review expense) was from increase in building permit and plan check revenues.

General Fund Expenditures

For the eleven months ended May 31, 2011, the General Fund reported expenditures of \$9,849,787 which is 89.8% of the annual expenditure budget for FY 2011. For the same period in FY 2010, the expenditure amount was \$10,441,376, a decrease of \$592,034 (5.7%). The decrease was due two legal settlements of \$456,305 incurred in FY 2010.

Absence any further legal invoice from the former City Attorney and other legal expenses, the City Attorney Department is expected to come within the \$400,000 annual budget.

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 Eleven Months Ended May 31, 2011														
(Excl. Encumbrances)														
Dept	Description	Adjusted Budget FY10/11	11/12 of Budget	Actual July 10 to May 11	Accrual	Adjusted Actual July 10 to May 11	Variance of 11/12 of Budget	% of 11/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to May 10	Incr/(decr) over PY	% Change	
			91.7%											
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)	
	Revenues													
	Secured	4,745,000	4,349,583	4,656,575		4,656,575	(306,992)	107.1%	88,425	98.1%	4,487,232	169,343	3.8%	
	Unsecured	253,799	232,649	275,803		275,803	(43,154)	118.5%	(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	55,000	64,824		64,824	(9,824)	117.9%	(4,824)	108.0%	65,107	(283)	-0.4%	
	Home Owners Exemption	33,988	31,156	28,890		28,890	2,266	92.7%	5,098	85.0%	28,404	486	1.7%	
	Local Sales & Use Tax	65,000	59,583	83,153		83,153	(23,569)	139.6%	(18,153)	127.9%	63,742	19,410	30.5%	
	Public Safety Sales Tax (Prop 172)	55,000	50,417	51,823		51,823	(1,407)	102.8%	3,177	94.2%	54,934	(3,111)	-5.7%	
	In Lieu Sales Tax/Triple Flip	25,218	23,117	24,832		24,832	(1,715)	107.4%	386	98.5%	26,698	(1,866)	-7.0%	
	Franchise Taxes-PG&E	220,000	201,667	234,549		234,549	(32,882)	116.3%	(14,549)	106.6%	220,915	13,634	6.2%	
	Franchise Tax-Cal Water	73,000	66,917	79,746		79,746	(12,830)	119.2%	(6,746)	109.2%	79,932	(186)	-0.2%	
	Franchise Tax-Garbage	180,000	165,000	158,782		158,782	6,218	96.2%	21,218	88.2%	121,304	37,478	30.9%	
	Franchise Taxes-Cable	102,000	93,500	51,762	27,427	79,189	14,311	84.7%	22,811	77.6%	75,601	3,589	4.7%	
	Document TRSF Tax	210,000	192,500	209,784		209,784	(17,284)	109.0%	216	99.9%	206,692	3,092	1.5%	
	Property Tax In Lieu of VLF	663,564	608,267	663,563		663,563	(55,296)	109.1%	1	100.0%	663,998	(435)	-0.1%	
	Motor Veh. Lic Fees (MVLV)	18,000	16,500	16,607		16,607	(107)	100.7%	1,393	92.3%	15,136	1,471	9.7%	
	Business Licenses	145,000	132,917	157,655		157,655	(24,738)	118.6%	(12,655)	108.7%	108,358	49,297	45.5%	
	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	733	800		800	(67)	109.1%	-	100.0%	200	600	300.0%	
	Building Permit	516,000	473,000	785,831		785,831	(312,831)	166.1%	(269,831)	152.3%	385,423	400,408	103.9%	
	Encroachment Permit	140,000	128,333	141,850		141,850	(13,517)	110.5%	(1,850)	101.3%	129,592	12,258	9.5%	
	Grading & Drain Permit	56,000	51,333	56,392		56,392	(5,059)	109.9%	(392)	100.7%	50,425	5,967	11.8%	
	Other Licenses & Permit	625	573	998		998	(425)	174.2%	(373)	159.7%	720	278	38.6%	
	Landscape Fee	-	-			-	-	0.0%	-	0.0%	-	-	0.0%	
	Muni/Vehicle Code Fines (Parking)	15,000	13,750	17,498		17,498	(3,748)	127.3%	(2,498)	116.7%	4,378	13,120	299.7%	
	Other Fines & Forfeit (County)	20,000	18,333	29,726		29,726	(11,393)	162.1%	(9,726)	148.6%	24,331	5,395	22.2%	
	C & D Deposit Forfeited	-	-	17,500		17,500	(17,500)	100.0%	(17,500)	100.0%	-	17,500	100.0%	
	ERAF Subvention	695,112	637,186	695,112		695,112	(57,926)	109.1%	-	100.0%	750,175	(55,063)	-7.3%	
	POST Reimbursement	5,500	5,042	4,739	721	5,460	(418)	108.3%	40	99.3%	13,256	(7,795)	-58.8%	
	C/CAG AB 1546	13,535	12,407	12,397		12,397	10	99.9%	1,138	91.6%		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%	-	-	0.0%	
	DUI Grant	5,112	4,686	6,295		6,295	(1,609)	134.3%	(1,183)	123.1%		6,295	100.0%	
	ABAG Grant	12,014	11,013	21,282		21,282	(10,269)	193.2%	(9,268)	177.1%	18,338	2,944	16.1%	
	Other Reimbursements	-	-			-	-	0.0%	-	0.0%	58,994	(58,994)	-100.0%	
	Highway Maint Reimbursement	35,700	32,725			-	32,725	0.0%	35,700	0.0%		-	0.0%	
	SB 90 reimbursement	3,982	3,650	3,982		3,982	(332)	109.1%	-	100.0%	1,219	2,763	226.7%	

Town of Atherton													
General Fund													
Financial Report for the Eleven Months Ended May 31, 2011													
(Excl. Encumbrances)													
Dept	Description	Adjusted Budget FY10/11	11/12 of Budget	Actual July 10 to May 11	Accrual	Adjusted Actual July 10 to May 11	Variance of 11/12 of Budget	% of 11/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to May 10	Incr/(decr) over PY	% Change
			91.7%										
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	Grants	-	-	-	-	-	-	0.0%	-	0.0%	9,901	(9,901)	-100.0%
	Disaster Assistance Reimbursement	32,750	30,021	-	-	-	30,021	0.0%	32,750	0.0%	-	-	0.0%
	React Task Force Reimb	-	-	-	-	-	-	0.0%	-	0.0%	-	-	0.0%
	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	2,590	3,613	-	3,613	(1,024)	139.5%	(788)	127.9%	6,190	(2,577)	-41.6%
	Alarm Sign Fees	600	550	675	-	675	(125)	122.7%	(75)	112.5%	1,110	(435)	-39.2%
	Vehicle Release	2,000	1,833	2,540	-	2,540	(707)	138.5%	(540)	127.0%	820	1,720	209.8%
	Fingerprinting Fee	106	97	265	-	265	(168)	272.7%	(159)	250.0%	57	208	364.9%
	Affidavit of Cost	-	-	-	-	-	-	0.0%	-	0.0%	200	(200)	-100.0%
	Police Report	1,000	917	1,008	-	1,008	(91)	109.9%	(8)	100.8%	4,190	(3,183)	-76.0%
	Special Service Fee	2,202	2,019	2,202	-	2,202	(184)	109.1%	-	100.0%	1,909	293	15.3%
	DUI Enforcement	-	-	-	-	-	-	0.0%	-	0.0%	-	-	0.0%
	Post Office	25,000	22,917	25,043	-	25,043	(2,126)	109.3%	(43)	100.2%	47,449	(22,406)	-47.2%
	Solicitor's Fee	-	-	44	-	44	(44)	100.0%	(44)	100.0%	127	(83)	-65.4%
	Application Fee	-	-	-	-	-	-	0.0%	-	0.0%	800	(800)	-100.0%
	Zoning & Planning Fees	180,000	165,000	162,454	-	162,454	2,546	98.5%	17,546	90.3%	106,952	55,502	51.9%
	Plan Check Fee Building	284,000	260,333	332,997	-	332,997	(72,663)	127.9%	(48,997)	117.3%	335,879	(2,882)	-0.9%
	Tree Removal Plan Check	10,054	9,216	19,560	-	19,560	(10,344)	212.2%	(9,506)	194.5%	-	19,560	100.0%
	Contract Plan Review Services	138,583	127,034	83,311	-	83,311	43,723	65.6%	55,272	60.1%	-	83,311	100.0%
	Social Fees	92,000	84,333	70,937	-	70,937	13,396	84.1%	21,063	77.1%	42,725	28,212	66.0%
	Meeting Fees	80,000	73,333	68,010	-	68,010	5,323	92.7%	11,990	85.0%	61,544	6,466	10.5%
	Class Fees	10,000	9,167	10,702	-	10,702	(1,536)	116.8%	(702)	107.0%	13,690	(2,988)	-21.8%
	Weddings	120,000	110,000	77,800	-	77,800	32,200	70.7%	42,200	64.8%	81,085	(3,285)	-4.1%
	Misc. Park Use Fee	1,500	1,375	1,650	-	1,650	(275)	120.0%	(150)	110.0%	2,285	(635)	-27.8%
	Interest Income	50,000	45,833	39,941	-	39,941	5,893	87.1%	10,059	79.9%	36,955	2,986	8.1%
	Cellular Antenna Lease	39,697	36,389	36,349	-	36,349	40	99.9%	3,348	91.6%	34,618	1,731	5.0%
	Property Rental-Playschool	77,580	71,115	71,110	-	71,110	5	100.0%	6,470	91.7%	77,575	(6,465)	-8.3%
	Sale of Property	-	-	-	-	-	-	0.0%	-	0.0%	502	(502)	-100.0%
	Escheated unclaimed property	75,655	69,350	75,655	-	75,655	(6,304)	109.1%	0	100.0%	-	75,655	100.0%
	Donations/Contributions	60,500	55,458	60,500	-	60,500	(5,042)	109.1%	-	100.0%	14,286	46,214	323.5%
	Miscellaneous Income	2,417	2,216	4,534	4,630	9,164	(6,948)	413.6%	(6,747)	379.1%	26,326	(17,162)	-65.2%
	Total Revenues	9,657,418	8,852,633	9,703,650	32,778	9,736,428	(883,795)	110.0%	(79,010)	100.8%	8,868,438	867,990	9.8%
	EXPENDITURES												
City Council	Advertising/Noticing	3,000	2,750	2,304	-	2,304	446	83.8%	696	76.8%	-	2,304	100.0%
	Professional Services	-	-	-	-	-	-	0.0%	-	0.0%	-	-	0.0%
	Office Supplies	1,750	1,604	1,577	-	1,577	27	98.3%	173	90.1%	2,049	(471)	-23.0%
	Membership/Dues	8,400	7,700	8,400	-	8,400	(700)	109.1%	-	100.0%	8,400	-	0.0%
	Utilities	625	573	478	-	478	95	83.5%	147	76.5%	298	180	60.3%

Town of Atherton													
General Fund													
Financial Report for the Eleven Months Ended May 31, 2011													
(Excl. Encumbrances)													
Dept	Description	Adjusted Budget FY10/11	11/12 of Budget	Actual July 10 to May 11	Accrual	Adjusted Actual July 10 to May 11	Variance of 11/12 of Budget	% of 11/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to May 10	Incr/(decr) over PY	% Change
			91.7%										
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
	Conferences	3,000	2,750	308		308	2,442	11.2%	2,692	10.3%	2,235	(1,926)	-86.2%
	Mileage Reimbursement	500	458			-	458	0.0%	500	0.0%	57	(57)	-100.0%
	Rent - Mach & Equipment	3,600	3,300	1,595		1,595	1,705	48.3%	2,005	44.3%		1,595	100.0%
	Commission & Committee	2,000	1,833	-		-	1,833	0.0%	2,000	0.0%	-	-	0.0%
	Special Events & Awards	-	-			-	-	0.0%	-	0.0%	139	(139)	-100.0%
	Office Equip & Furniture	7,000	6,417			-	6,417	0.0%	7,000	0.0%	368	(368)	-100.0%
	City Council Totals:	29,875	27,385	14,663	-	14,663	12,722	53.5%	15,212	49.1%	13,546	1,117	8.2%
Administration (CM,CC,HR)	Salaries & Benefits	483,127	442,866	437,816	8,234	446,050	(3,183)	100.7%	37,077	92.3%	695,412	(249,362)	-35.9%
	Professional Services	176,971	162,223	113,836	15,000	128,836	33,387	79.4%	48,135	72.8%	22,818	106,019	464.6%
	Supplies & Materials	8,072	7,399	6,467	107	6,574	825	88.8%	1,498	81.4%	5,845	729	12.5%
	General Operations	143,897	131,906	103,521	616	104,138	27,768	78.9%	39,759	72.4%	35,509	68,629	193.3%
	Capital Outlay	4,688	4,297	3,876		3,876	421	90.2%	812	82.7%	1,836	2,040	111.1%
	Administration Totals:	816,755	748,692	665,517	23,957	689,474	59,218	92.1%	127,281	84.4%	761,420	(71,946)	-9.4%
City Attorney	Professional Services	400,000	366,667	340,954	47,246	388,199	(21,533)	105.9%	11,801	97.0%	426,310	(38,111)	-8.9%
	General Operations	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	Supplies & Materials	-	-	-		-	-	0.0%	-	0.0%	-	-	0.0%
	City Attorney Totals:	400,000	366,667	340,954	47,246	388,199	(21,533)	105.9%	11,801	97.0%	426,310	(38,111)	-8.9%
Finance	Salaries & Benefits	451,093	413,502	349,860	15,533	365,392	48,109	88.4%	85,701	81.0%	395,501	(30,108)	-7.6%
	Professional Services	80,441	73,738	43,020	2,560	45,580	28,158	61.8%	34,861	56.7%	132,239	(86,660)	-65.5%
	Supplies & Materials	3,300	3,025	671		671	2,354	22.2%	2,629	20.3%	3,074	(2,403)	-78.2%
	General Operations	129,379	118,597	115,097		115,097	3,501	97.0%	14,282	89.0%	14,221	100,876	709.3%
	Capital Outlay	2,000	1,833	1,995		1,995	(162)	108.8%	5	99.8%	-	1,995	100.0%
	Settlement Expense	-	-	-		-	-	0.0%	-	0.0%	226,305	(226,305)	-100.0%
	Finance Totals:	666,213	610,695	510,642	18,092	528,735	81,960	86.6%	137,478	79.4%	771,340	(242,605)	-31.5%
Planning	Professional Services	187,050	171,463	141,875	32,033	173,908	(2,445)	101.4%	13,142	93.0%	176,618	(2,710)	-1.5%
	Supplies & Materials	2,000	1,833	809		809	1,024	44.2%	1,191	40.5%	1,114	(305)	-27.4%
	General Operations	4,930	4,519	1,624		1,624	2,895	35.9%	3,306	32.9%	640	985	154.0%
	Planning Totals:	193,980	177,815	144,309	32,033	176,342	1,473	99.2%	17,638	90.9%	178,372	(2,030)	-1.1%
Building	Salaries & Benefits	929,219	851,784	831,710	29,388	861,099	(9,315)	101.1%	68,120	92.7%	949,671	(88,573)	-9.3%
	Professional Services	222,084	203,577	141,872	25,685	167,557	36,020	82.3%	54,527	75.4%	16,263	151,294	930.3%
	Supplies & Materials	12,685	11,628	3,305		3,305	8,323	28.4%	9,380	26.1%	12,612	(9,307)	-73.8%
	General Operations	24,519	22,476	17,877		17,877	4,599	79.5%	6,642	72.9%	11,792	6,085	51.6%
	Capital Outlay	8,601	7,884	7,679		7,679	205	97.4%	921	89.3%	-	7,679	100.0%
	Transfer to Bldg Const. Facility Fund	153,356	140,576	140,576		140,576	(0)	100.0%	12,780	91.7%	-	140,576	100.0%
	Building Totals:	1,350,464	1,237,925	1,143,020	55,073	1,198,094	39,832	96.8%	152,370	88.7%	990,339	207,755	21.0%

Town of Atherton													
General Fund													
Financial Report for the Eleven Months Ended May 31, 2011													
(Excl. Encumbrances)													
Dept	Description	Adjusted Budget FY10/11	11/12 of Budget	Actual July 10 to May 11	Accrual	Adjusted Actual July 10 to May 11	Variance of 11/12 of Budget	% of 11/12 Budget	Year-To-Date Variance	% of Annual Budget	Adjusted Actual July 09 to May 10	Incr/(decr) over PY	% Change
			91.7%										
		(a)	(b)	(c)	(d)	(e)	(b-e)	(e/b)	(a-e)	(e/a)	(f)	g=(e-f)	(g/f)
Non Dept.	Salaries & Benefits	3,510	3,218	2,205		2,205	1,013	68.5%	1,305	62.8%	-	2,205	0.0%
	Professional Services	93,252	85,481	63,342	9,167	72,509	12,972	84.8%	20,743	77.8%	140,388	(67,879)	-48.4%
	Supplies & Materials	34,903	31,994	18,302		18,302	13,693	57.2%	16,601	52.4%	16,821	1,481	8.8%
	General Operations	441,016	404,265	359,726	1,554	361,280	42,985	89.4%	79,736	81.9%	288,148	73,132	25.4%
	Non-Dept. Totals:	572,681	524,958	443,574	10,721	454,295	70,662	86.5%	118,386	79.3%	445,357	8,939	2.0%
Police	Salaries & Benefits	4,379,281	4,014,341	4,058,377	168,227	4,226,603	(212,262)	105.3%	152,678	96.5%	4,304,465	(77,862)	-1.8%
	Professional Services	55,910	51,251	66,749	1,265	68,014	(16,763)	132.7%	(12,104)	121.6%	252,831	(184,816)	-73.1%
	Supplies & Materials	130,344	119,482	93,481	167	93,648	25,834	78.4%	36,696	71.8%	112,374	(18,726)	-16.7%
	General Operations	339,763	311,449	334,045		334,045	(22,596)	107.3%	5,718	98.3%	138,721	195,324	140.8%
	Capital Outlay	74,930	68,686	66,914	1,088	68,001	684	99.0%	6,929	90.8%	49,205	18,797	38.2%
	Cops Grant	-	-	(86,805)	-	(86,805)	86,805	-100.0%	86,805	-100.0%	-	(86,805)	-100.0%
	Settlement Expense	-	-	-	-	-	-	0.0%	-	0.0%	230,000	(230,000)	-100.0%
	Police Totals:	4,980,228	4,565,209	4,532,760	170,746	4,703,507	(138,298)	103.0%	276,721	94.4%	5,087,596	(384,089)	-7.5%
Public Works & Parks	Salaries & Benefits	1,444,271	1,323,915	1,299,451	61,745	1,361,197	(37,282)	102.8%	83,074	94.2%	1,390,521	(29,324)	-2.1%
	Professional Services	15,500	14,208	8,848	993	9,841	4,367	69.3%	5,659	63.5%	135,335	(125,494)	-92.7%
	Supplies & Materials	78,801	72,234	43,022	157	43,179	29,055	59.8%	35,622	54.8%	49,724	(6,545)	-13.2%
	General Operations	403,675	370,035	275,904	3,482	279,386	90,650	75.5%	124,289	69.2%	183,797	95,589	52.0%
	Capital Outlay	13,584	12,452	2,875	-	2,875	9,577	23.1%	10,709	21.2%	7,719	(4,844)	-62.8%
	Public Works Totals:	1,955,831	1,792,845	1,630,101	66,377	1,696,478	96,367	94.6%	259,353	86.7%	1,767,096	(70,618)	-4.0%
	Total Expenditures	10,966,027	10,052,191	9,425,541	424,246	9,849,787	202,405	98.0%	1,116,240	89.8%	10,441,376	(591,590)	-5.7%
	Excess (Deficiency) of Revenues over Expenditures	(1,308,609)	(1,199,558)	278,109	(391,468)	(113,359)	(1,086,199)	9.5%	(1,195,250)	8.7%	(1,572,938)	1,459,579	-92.8%
	Other Financing Sources/(uses)												
	Transfer from Special Parcel Tax Fund	888,463	814,424	814,424		814,424	-	100.0%	74,039	91.7%	715,791		
	Transfers from Facil Constr (406)										75,840		
	Transfer to Road Impact Fee Fund	(902,355)	(827,159)	(902,355)	-	(902,355)	75,196	109.1%	-	100.0%	-		
	Total Transfer In(Out)	(13,892)	(12,734)	(87,931)	-	(87,931)	75,196	690.5%	74,039	633.0%	791,631		
	Net Change in Fund Balance	(1,322,501)	(1,212,293)	190,178	(391,468)	(201,289)	(1,011,003)	16.6%	(1,121,212)	15.2%	(781,307)		
	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				6,424,747							



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 JUNE 15, 2011

**SUBJECT: ADOPTION OF A RESOLUTION REVISING THE APPOINTMENT OF
DIRECTORS TO REPRESENT THE TOWN OF ATHERTON TO ABAG
PLAN CORPORATON BOARD OF DIRECTORS**

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.

DISCUSSION

The Town of Atherton entered into a Liability Risk Coverage Agreement with the Association of Bay Area Governments (ABAG) in 1986 for ABAG to provide liability insurance coverage, claims management, and risk management to cities that are members. The change in board representation is being presented to the City Council for ratification due to the retirement of former Assistant City Manager.

The City Council can approve the appointment as recommended in the attached resolution or make changes.

FISCAL IMPACT

None

Prepared by:

Approved by:

Louise Ho, Finance Director

John Danielson, Interim City Manager

Attachment: Resolution

RESOLUTION 11-

**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**

WHEREAS, the Town of Atherton has been a member agency of ABAG PLAN Corporation since 1986; and

WHEREAS, ABAG PLAN Corporation is now providing the Town with general liability insurance, excess liability insurance, public official bond, and property insurance; and

WHEREAS, the operations of these programs are governed by a Board of Directors consisting of one representative from each member agency; and

WHEREAS, the Assistant City Manager is no longer employed by the Town; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the Town of Atherton does hereby revise the designees to ABAG PLAN Corporation Board of Directors and appoint the following Town employees to represent the Town of Atherton to the ABAG PLAN Board of Directors:

Finance Director, Director
City Manager, Voting Alternate Director
Deputy City Clerk, Second Voting Alternate Director

BE IT FURTHER RESOLVED, that these appointments shall be in accordance with ABAG PLAN Corporation Bylaws.

* * * * *

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 15th day of June, 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



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: APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF REDWOOD CITY TO PROVIDE INFORMATION TECHNOLOGY SUPPORT

RECOMMENDATION

Approve the amendment to agreement for information technology (IT) support between the City of Redwood City and the Town of Atherton.

DISCUSSION

The Town of Atherton has contracted with the City of Redwood City since July 1, 2007, to provide information technology support to the Town. The agreement for FY 2010-11 expires on June 30, 2011. Staff is recommending that the City Council continue the services provided by the City of Redwood City for support service on a month-to-month basis.

The Redwood City contract for FY 2010-11 was for 200 hours at an hourly rate of \$138.43, a 2% increase from the previous fiscal year. For FY 2011-12, the hourly rate charged by the City of Redwood City is \$144.66, an increase of 4.5%.

Redwood City provides onsite support services weekly, and other services as needed.

FISCAL IMPACT

The cost for 32 hours of service time per month of IT support is \$4,692.12. This amount is budgeted in FY 2010-11 Non-Department Budget for FY 2011-12.

FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BY AND BETWEEN THE TOWN OF ATHERTON AND THE CITY OF REDWOOD CITY

THIS FIRST AMENDMENT ("First Amendment") to the Agreement for Information Technology Support Services is entered into this ____ day of _____ 2011, by and between the **Town of Atherton**, hereinafter referred to as "TOWN," and **the City of Redwood City** hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, on July 29, 2010, TOWN and CONSULTANT entered into that certain Agreement for Information Technology Support Services ("Agreement");

WHEREAS, TOWN and CONSULTANT desire to enter into a First Amendment to the Agreement to extend the term and the basic rate for services as described herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF THE TERMS SET FORTH HEREIN, THE PARTIES HEREBY AMEND THE AGREEMENT AS FOLLOWS:

1. **Term of Agreement.** Section 2 of the Agreement entitled "Term of Agreement" is hereby amended by adding the following language: "...[by either party], except that on and after July 1, 2011, the term of this Agreement shall continue in effect from month-to-month until cancelled by either party upon 15 days written notice."

2. **Compensation:** The basic rate of compensation on an hourly basis as set forth in Section 3 of the Agreement and in EXHIBIT A, Section B. 3 is hereby amended by deleting the amount "138.43" as the hourly rate in effect, and in its place the amount of "\$144.66" is substituted.

3. **Agreement in Effect.** Except as modified herein, the remaining terms and conditions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the Effective Date.

TOWN OF ATHERTON:

By: _____ / _____
City Manager (Date)

CONSULTANT:

By: _____ / _____
Name: _____ (Date)
Title: _____

ATTEST:

City Clerk

By: _____ / _____
Name: _____ (Date)
Title: _____

APPROVED AS TO FORM:

City Attorney



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

RECOMMENDATION

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

DISCUSSION

The Town of Atherton entered into an agreement with CSG Consultants, Inc. on December 21, 2010 to provide code enforcement services. City Council approved a first amendment to the agreement on March 25, 2011 allowing for services to extend through June 30, 2011.

CSG Consultants have expressed their interest in continuing their services subsequent to their June 30, 2011 expiration date, at the same hourly rate charged during the fiscal year 2010/11.

Staff recommends continuing the services on a monthly basis until a successor arrangement for code enforcement services is determined.

FISCAL IMPACT

40 hours per month of code enforcement services at \$103/hr for a total not to exceed \$4,120.

FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BY AND BETWEEN THE TOWN OF ATHERTON AND CSG CONSULTANTS, INC.

THIS SECOND AMENDMENT ("First Amendment") to the Agreement for Code Enforcement Services is entered into this ____ day of _____ 2011, by and between the **Town of Atherton**, hereinafter referred to as "TOWN," and **CSG Consultants, Inc.**, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, on December 21, 2010, TOWN and CONSULTANT entered into that certain Agreement for Code Enforcement Services ("Agreement");

WHEREAS, on March 25, 2011, TOWN and CONSULTANT executed a First Amendment to extend the time of performance and increase the cost ceiling.

WHEREAS, TOWN and CONSULTANT desire to enter into Second Amendment to amend the Agreement to extend the time of performance and increase the cost ceiling described herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF THE TERMS SET FORTH HEREIN, THE PARTIES HEREBY AMEND THE AGREEMENT AS FOLLOWS:

1. Time of Performance. Section 3.B. and EXHIBIT A are hereby amended as follows:

3.B. The text of this paragraph is deleted and in its place the following paragraph is inserted: "B. Time of Performance. Commencing July 1, 2011, the Agreement shall continue on a month-to-month basis until cancelled by either party upon five (5) days written notice."

Exhibit A is amended by deleting the text of the "Schedule of Work" and substituting: "Commencing July 1, 2011, the Agreement shall continue on a month-to-month basis until cancelled as set forth in Paragraph 3.B. of the Agreement."

3. Agreement in Effect. Except as modified by the Second Amendment, all other terms and conditions set forth in the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the Effective Date.

TOWN OF ATHERTON:

By: _____ / _____
City Manager (Date)

ATTEST:

City Clerk

CONSULTANT:

By: _____ / _____
Name: _____ (Date)
Title: _____

By: _____ / _____
Name: _____ (Date)
Title: _____

APPROVED AS TO FORM:

City Attorney



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 JUNE 15, 2011

**SUBJECT: APPROVE THIRD AMENDMENT WITH MENLO ATHERTON
LITTLE LEAGUE ASSOCIATION TO PERMIT THE LITTLE
LEAGUE TO OPERATE AT HOLBROOK-PALMER PARK**

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.

DISCUSSION

The previous Little League contract was for a ten year duration; however, due to the uncertainties associated with the park such as potential relocation of the library, outsourcing park maintenance, and evaluating wedding events and classes, it was determined that it would be practical to extend the contract for an additional one-year period instead of obligating the Town to an extended period of time.

FISCAL IMPACT

None.

THIRD AMENDMENT TO
LICENSE AGREEMENT

(HOLBROOK-PALMER PARK LITTLE LEAGUE BASEBALL FIELD)

This Third Amendment to the License Agreement (“Agreement”) originally entered into on July 19, 2000, is hereby entered into on the date set forth below by and between the Town of Atherton, a California municipal corporation (“Atherton”) and the Menlo-Atherton Little League, Inc., a 501(c)(3) tax exempt organization (“Little League”).

RECITALS

WHEREAS, Article XI, subparagraph 3 of the Agreement provides for modifications or waiver of the provisions of the Agreement when executed in writing by each of the parties;

WHEREAS, The Agreement currently expires on or about July 18, 2011;

WHEREAS, Little League has requested an extension of the Agreement for a period of one (1) year; and

WHEREAS, Atherton desires to grant such extension.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Article VII of the Agreement is amended by deleting the current expiration date of July 18, 2011, and in its place, substituting the new term “July 18, 2012.”

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to License Agreement to be effective as of July 19, 2011.

ATHERTON:

TOWN OF ATHERTON, a California
Municipal corporation

By: _____
James Dobbie, Mayor

Attest:

Approved as to Form

By: _____
Theresa DellaSanta, Deputy City Clerk

By: _____
William B. Connors, City Attorney

LITTLE LEAGUE

MENLO-ATHERTON LITTLE LEAGUE,
INC., a 501(c)(3) tax exempt organization

By: _____
Name:
Title: Menlo-Atherton Little League
President and Board Member

By: _____
Name:
Title: Menlo-Atherton Little League



Town of Atherton

ITEM 15

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

RECOMMENDATION:

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

BACKGROUND:

On July 21, 2010, Council approved a consultant services agreement with Capitol Advocates to take effect July 1, 2010 and terminate on June 30, 2011.

Ravi Mehta, Capitol Advocates acts as the Towns lobbyist for concerns the Town has with the proposed High Speed Rail.

Attached are recent legislative update and a memorandum documenting Mehta's trip to Washington D.C.

FISCAL IMPACT:

\$5,000 per month for 6 months for an amount not to exceed \$30,000.

**FIRST AMENDMENT TO THE AGREEMENT FOR GOVERNMENTAL AFFAIRS
CONSULTING SERVICES BY AND BETWEEN THE TOWN OF ATHERTON AND
CAPITOL ADVOCATES**

THIS FIRST AMENDMENT ("First Amendment") to the Agreement for governmental affairs consulting services is entered into this ____ day of _____ 2011, by and between the **Town of Atherton**, hereinafter referred to as "TOWN," and **Capitol Advocates**, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, on July 1, 2010, TOWN and CONSULTANT entered into that certain Agreement for Governmental Affairs consulting services in connection with legislative, regulatory, and High Speed Rail related issues ("Agreement");

WHEREAS, TOWN and CONSULTANT desire to enter into First Amendment to amend the Agreement to extend the time of performance and increase the cost ceiling by thirty thousand dollars described herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF THE TERMS SET FORTH HEREIN, THE PARTIES HEREBY AMEND THE AGREEMENT AS FOLLOWS:

1. Time of Performance. Section 3.B. is hereby amended as follows:

3.B. The text of this paragraph is deleted and in its place the following paragraph is inserted: "B. Time of Performance. "The services of consultant are to commence no sooner than July 1, 2010 and be completed no later than September 30, 2011."

2. Compensation: Section 4.A. is hereby amended as follows:

The current text of this paragraph is deleted, and in its place the following paragraph is inserted: "The compensation to be paid to consultant for performance of the services described in Exhibit "A", shall be at the consultants reduced rate of \$325 per hour, to be applied against a minimum monthly \$5,000 retainer, plus expenses. Any services performed beyond the minimum monthly retainer amount will be billed at the reduced hourly rate of \$325. However, in no event shall the amount Town pays Consultant exceed Thirty Thousand Dollars (\$30,000). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment. It is specifically understood by both parties that contingency fee agreements are prohibited by law for any lobbying activities, as described in the California Government Code. Any fees paid for services related to lobbying activities shall be established in advance and paid regardless of the result.

2. Agreement in Effect. Except as modified by the First Amendment, all other terms and conditions set forth in the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the Effective Date.

TOWN OF ATHERTON:

By: _____ / _____
City Manager (Date)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONSULTANT:

By: _____ / _____
Name: _____ (Date)
Title: _____

By: _____ / _____
Name: _____ (Date)
Title: _____



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 INTERWEST CONSULTING
FOR PUBLIC WORKS MANAGEMENT SERVICES FOR THE
TOWN**

RECOMMENDATION:

Approve an with agreement with Interwest Consulting Group to provide interim public works management 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 Public Works Director announced his retirement in mid-April. Staff recommends appointing Mike Kashiwagi from Interwest Consultants, as the interim (who previously had been working in Town on an efficiency study). For continuity purposes staff recommends approving the services of Interwest Consultants to perform public works management services for the Town until a successor arrangement is decided.

FISCAL IMPACT:

\$14,500 per month.

CONSULTANT SERVICES AGREEMENT

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

RECITALS

WHEREAS, Town desires to obtain Interim Public Works Director/City Engineer services in connection with the Public Works Department;

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 Mike Kashiwagi 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 May 1, 2011 and must be performed on a month-to-month basis. 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 \$14,500 per month. . 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 \$14,500 per month 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

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

See attachment

EXHIBIT B

Schedule of Performance

Month-to-month, 20-24 hours per week.

EXHIBIT C

Compensation

See attachment

EXHIBIT D

Consultants, Specialists, or Experts

See attachment



Exhibit A

Scope of Services Interim Public Works Director Town of Atherton

Interwest Consulting Group will serve as the Town of Atherton's Interim Public Works Director/City Engineer. We will provide technical assistance and support to the Town Manager, City Council, and the community on public works programs, policies, activities, and projects. We will serve as the primary link and liaison between the public works department and other Town departments, elected officials, regional regulatory agencies and community and business stakeholders. Interwest Consulting Group will provide General Management and Administrative services necessary to manage public works activities for the Town of Atherton. Specific duties will include:

- ✓ Manage and oversee the daily operations of public works and provide supervision and guidance to the Public Works Superintendent, Assistant Engineer, and Office Specialist
- ✓ Prepare written reports, attend meetings, and present information to the City Manager, City Council, and Town Committees
- ✓ Attend staff level meetings with City staff, regional staff and regional/regulatory agencies on projects, issues, or other matters of interest to the Town of Atherton
- ✓ Represent the Town of Atherton's interests in disseminating information to public officials, community leaders, developers, contractors, and the general public
- ✓ Review and provide opinions on initial inquiries relating to land development matters. ***Plan review services on development applications are beyond the scope of these services and will be billed on an hourly time and materials basis.***
- ✓ Provide technical assistance to Town staff on matters related to municipal engineering including civil, transportation, traffic, water resources, and structural engineering.
- ✓ Proactively establish working relationships and coordination with other public agencies and utility companies related to public works, municipal engineering, and landscape matters.
- ✓ Working closely with the Finance Department and under direction of the Town Manager, prepare and administer long and short range capital improvement programs compatible with the economic capabilities of the Town.
- ✓ Working closely with the Finance Department and under direction of the Town Manager, develop and manage operating budgets compatible with the economic capabilities of the Town.
- ✓ Provide technical recommendation on regional policy issues relevant to the Town of Atherton

Exhibit C FEE SCHEDULE



CLASSIFICATION	HOURLY BILLING RATE
Engineering	
Public Works Director/City Engineer.....	\$140
Traffic Engineer.....	130
Supervising Engineer.....	125
Senior Engineer.....	120
Project Manager.....	110
Associate Engineer III.....	105
Associate Engineer II.....	100
Associate Engineer I.....	85
Engineering Technician III.....	73
Engineering Technician II.....	70
Engineering Technician I.....	65
Student Trainee.....	30
Construction Management	
Construction Manager.....	120
Assistant Construction Manager.....	110
Supervising Public Works Observer.....	105
Senior Public Works Observer.....	95
Public Works Observer III.....	85
Public Works Observer II.....	80
Public Works Observer I.....	75
Transportation	
Supervising Transportation Planner.....	120
Senior Transportation Planner.....	110
Associate Transportation Planner III.....	95
Associate Transportation Planner II.....	85
Associate Transportation Planner I.....	80
Real Estate	
Real Estate Property Manager.....	120
Senior Real Property Agent.....	115
Real Property Agent III.....	105
Real Property Agent II.....	100
Real Property Agent I.....	90
GIS	
GIS Manager.....	120
Senior GIS Analyst.....	115
GIS Analyst III.....	100
GIS Analyst II.....	90
GIS Analyst I.....	80
Administrative	
Senior Administrative.....	65
Administrative III.....	58
Administrative II.....	54
Administrative I.....	48

Rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: ATHERTON TOWN COUNCIL

FROM: CHIEF MICHAEL GUERRA

DATE: FOR THE MEETING OF JUNE 15, 2011

**SUBJECT: REPLACEMENT OF ONE POLICE PATROL VEHICLE IN-CAR
VIDEO SYSTEM USING ABAG GRANT FUNDS**

RECOMMENDATION:

The recommendation is that Council 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.

BACKGROUND:

Marked Atherton police patrol vehicles have video recording systems with wireless microphones. These systems record all of the contacts made by police officers within view of the camera. The recordings are retained for two years in accordance with Town of Atherton policy and California state law. These videos provide evidence in criminal and administrative investigations, and they play a key role in reducing liability to the Town.

The Atherton Police Department has installed video recording systems in patrol vehicles for nearly a decade. The original systems were based on VHS tape. Other interim systems used DVD-RAM disks. The disks and tapes had to be physically removed from the recording devices in the trunks of the patrol cars every few days and manually stored. The current system uses memory cards which transfers recorded data to a workstation via a wireless connection. The current solution is over five years old.

The aging digital video recorders are experiencing an increasing rate of failure. Our current vendor, L3 Systems, no longer manufactures digital video recorders which have

firmware capable of communicating with our storage workstation. The overall cost of upgrading the L3 Systems exceeds the costs of upgrading to Data911 Systems, which is also the vendor for the Mobile Data Terminals (MDTs) in our patrol cars.

The Data911 in-car video systems integrate with the MDTs, providing a reduced footprint in the patrol vehicle, and there is no need for a standalone or second monitor for the cameras. The in-car audio/video recording can be viewed and played using the same monitor that is used for computer aided dispatching, report writing, and records information management (RIMS).

DISCUSSION:

The Data911 system integrates with the current Data911 Mobile Data Terminal (MDT) platforms being deployed in the marked patrol vehicle fleet, and has a rear facing audio enabled cockpit camera which records occupants, including a prisoner. It also provides metadata including GPS location, brake light, emergency lights, and speed information.

It will also integrate with the Department's Computer Aided Dispatch (CAD) system to allow for emergency signaling via the remote microphone. Data911 stores data on a server that allows for improved storage security. The old L3 system was workstation based and less secure.

Data911 systems will provide a more effective and efficient solution to our in-car recording needs than what L3 offers. By having an integrated system (MDTs and In-Car video) in the patrol cars, one vendor instead of two will need to be contacted when an upgrade is required and/or a piece of equipment needs to be replaced or malfunctions. In addition, any disagreement between vendors as to who is responsible for a technical problem or maintenance issue will be eliminated thus reducing staff time needed to mediate disagreements. By having the same vendor for integrated system, it will reduce installation costs since the wiring and other hardware is interconnected so there are less pieces of equipment to install and installation takes less time.

The Data911 systems also have the software upgrade capability to include remote viewing and license plate readers. Remote viewing would be a risk-management feature where a supervisor or the Emergency Operations Center can see what is going on the field when there is a critical incident, earthquake, or a similar disaster. License plate readers do just that. As a patrol car is driving down the road, the camera automatically checks licenses plates to see if the car is wanted or stolen without the driver having to enter the license plate into the CLETS system.

FISCAL IMPACT:

The ABAG grant funding structures requires the Town to purchase the particular risk-management piece of equipment, and then get reimbursed for the cost. Before preparing a staff report requesting Council approval to purchase a piece of equipment using ABAG grant funding, staff contacts ABAG and gets approval from them that they will reimburse

the cost. Once they say they will pay for the equipment, staff moves forward with a staff report to Council requesting approval. ABAG funds our in-car video systems, Tasers, Lexipol, and other pieces of equipment that reduces liability using this process.

Data911 is a vendor listed on the CMAS State Contract, which is a competitive bid list.

The financial impact to the Town would be that \$5,846 would be spent from the existing FY 2010-11 police department budget, and a request for reimbursement from ABAG would be submitted after the equipment is received from Data911. ABAG would then reimburse the Town in the amount of \$5,846 making it cost neutral. This \$5,846 includes not only the hardware, but also server equipment and the associated software training. The software training cost is a one-time expenditure of \$1,200.

For informational purposes, in the next FY two additional in-car systems will need to be purchased to replace worn and outdated equipment. ABAG grant funding will again be used to offset the Town's costs. The total cost of all three Data911 in-car audio/video systems along with server equipment, installation, and training will be \$15,877; which ABAG will reimburse in total.

ATTACHMENT(S):

1. Quotation from Data911 for a single DVR (\$4,645.69)
2. Quotation from Data911 for training / installation services (\$1,200.00)

Prepared By:

Approved:

Michael Guerra
Chief of Police

John Danielson
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CHIEF MICHAEL GUERRA

DATE: FOR THE MEETING OF JUNE 15, 2011

SUBJECT: 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.

RECOMMENDATION:

The recommendation is for Council to 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.

INTRODUCTION:

Turbo Data Systems, Inc. provides contract professional services for processing and adjudicating parking citations issued by the Atherton Police Department, and all other San Mateo County cities.

When the police department issues parking citations, the court copies are placed in an envelope and sent to Turbo Data Systems, Inc. who then processes and adjudicates the citations. Turbo Data administers the collection of parking fines and is responsible for notifying DMV and the courts of unpaid parking violations. Turbo Data is also responsible for sending Atherton the Town's portion of all parking fines collected.

The agreement between Atherton, Turbo Data, and all other San Mateo County cities first went into effect July 1, 2006, and has been continually extended since then. The First

Amendment being considered in this report includes amendments, and extends the agreement from June 30, 2011 until June 30, 2014.

ANALYSIS:

Turbo Data Systems, Inc. has been providing professional parking citation and adjudication services for all cities within San Mateo County since 2006. Atherton is one of the 15 police departments within the county who have entered into an agreement with Turbo Data. The other 15 police departments and cities have either adopted or are considering the adoption of the same/similar agreement presented in this report.

There is no other authorized vendor approved by the San Mateo County Courts that offers the same or similar services at this time.

While Turbo Data had the right to increase their fees, they elected to keep the fees at the current levels as indicated in Exhibit "A."

FISCAL IMPACT:

The fiscal impact for the Town is that Turbo Data's processing fees will continue to be deducted from any parking fines collected as indicated in Exhibit "A." There is no increase in Turbo Data's processing fee under this agreement.

Prepared By:

Approved:

Michael Guerra
Chief of Police

John Danielson
City Manager

EXHIBIT A

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES –
PARKING CITATION PROCESSING AND ADJUDICATION
BETWEEN THE TOWN OF ATHERTON
AND TURBO DATA SYSTEMS, INC.**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2011 by and between the TOWN OF ATHERTON, a municipal corporation (“CITY”) and TURBO DATA SYSTEMS, INC., a California corporation (“CONTRACTOR”).

RECITALS

WHEREAS, on July 1, 2006, CITY and CONTRACTOR entered into an agreement entitled “Agreement for Professional Services – Parking Citation Processing and Adjudication” (“AGREEMENT”); and

WHEREAS, the CITY and CONTRACTOR desire to do the following:

1. Extend the AGREEMENT term for an additional three (3) years as allowed for in Section 3 OPTION of the original AGREEMENT; and
2. Amend Exhibit A of the AGREEMENT to update the compensation to the current fees being charged (due to changes in fees based on postal increases during the last 5 years) and to change the Cost to the Public for Credit Card by Phone and Internet from \$3 to \$3.95.

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

SECTION 1. Section 2 of the AGREEMENT, entitled “TERM” shall be amended to read as follows:

2. TERM This AGREEMENT shall be extended from June 30, 2011 to June 30, 2014.

SECTION 2. Exhibit A: Scope of Work and Compensation shall be replaced with a new Exhibit A, attached, defining the current fees being charged for the existing agreement and modifying the Cost to the Public for Credit Card Payment by Phone and Internet from \$3 to \$3.95.

SECTION 3. All of the terms and conditions of the original AGREEMENT, except those specifically modified and amended herein, shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

TOWN OF ATHERTON
a municipal corporation

APPROVED AS TO FORM:

By _____
John Danielson
City Manager

William B. Conners
City Attorney

TURBO DATA SYSTEMS, INC.
a California corporation

By _____
Roberta J. Rosen
President

AGREEMENT FOR PROFESSIONAL SERVICES –

PARKING CITATION PROCESSING AND ADJUDICATION

EXHIBIT A - SCOPE OF WORK AND COMPENSATION – REVISED MAY 2011

TDS will provide Parking Citation and Processing Services, including independent subcontracted adjudication services, as outlined in this Scope of Work, which includes the Request for Proposals To Provide Parking Citation Processing and Payment Services For the San Mateo County Cities, and the Proposal To Provide Parking Citation Processing and Payment Services For the San Mateo County Cities submitted by TDS and dated March 9, 2006, both of which are hereby incorporated herein by reference as if set out in full as the Scope of Work and Compensation for TDS.

Fee Schedule

Per Citation/Processing Fee - Electronic (entered within 48 hrs)		\$1.28
Per Citation/Processing Fee - Electronic (entered after 48 hours)		\$1.40
Per Citation/Processing Fee - Hand Written		\$1.40
Out of State Processing:		
Paid Off Windshield Notice		No additional charge
Additional Processing Required	% of collections	25%
Administrative Adjudication Processing -		
price per citation entering the process		\$3.675
Administrative Hearings		\$20
Reminder Notices	per notice mailed	\$0.67
Final Notices, DMV Hold Letters, and Other Mailings		\$0.67
Credit Card by Phone and Internet	Cost to City	no charge
Credit Card by Phone and Internet	Cost to Public	\$3.95
Online System Access - City Personnel	1st workstation	no charge
Per month for additional stations		\$40
Online System Access - Public		no charge
Parking Information Portal and Online Reporting Access		no charge
Other Fees:		
Advanced Collections		25% of collected
Interagency Offset Program (through FTB):		
	Charge for Notice	to be determined
	Social Security Lookup	to be determined
	Collected Revenue	to be determined

If postal rates change during the term of the Agreement, the compensation to Contractor shall be adjusted effective the same day as the postal rate increase by the same amount as the change in postage. This will affect the per notice prices of all services as well as the Administrative Adjudication Pricing. The formula for determining the amount to be added to the charge for each citation entering the Administrative Adjudication Process shall be:

Number of letters sent in the Adjudication Process
for the previous three months

----- X Change in Postal Rate

Number of individual citations for which
those letters were sent, i.e., volume of appeals

Should Customer require a performance bond, TDS will prepay such cost and Customer will reimburse TDS within 15 days upon proof of coverage and payment by TDS.



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: TOWN CENTER TASK FORCE

DATE: FOR THE MEETING OF JUNE 15, 2011

**SUBJECT: APPROVAL OF NICHOLS, MELBURG & ROSSETTO; SIEGEL AND
STRAIN & GORING AND STRAJA ARCHITECTS; AND GLASS
ARCHITECTS**

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.

DISCUSSION

The Town Center Task Force (TCTF) received four responses to the "Submission of Qualifications (SOQ), from Architects/Engineering firms interested in the design competition for the Atherton Town Center.

The TCTF reviewed each submission and scored each against our scoring matrix. TCTF members made contact with the various references provided, and face-to-face interviews were held.

The scoring, reference checks, and the hour long interview sessions have produced for three highly qualified Architectural firms who will create some interesting solutions for the Atherton Town Center. The purpose of the selection process is to stimulate interest and input in the Town Center development process. **The three firms' qualification proposals have been placed on the Towns website under the RFPs and bid solicitations towards the right center of the homepage for your review.** Copies can also be reviewed in the City Clerks office. These three firms are: Nichols, Melburg, Rossetto; Seigel & Strain AND Goring & Straja Architects; and Glass Architects.

The TCTF recommends approval of these firms to proceed with the next step which is the conceptual design phase. If Council approves the three firms, TCTF will schedule a noticed public meeting with the firms on June 21, 2011. This meeting will provide guidance and answer any questions the firms may have. A September town-wide, well-advertised meeting will be scheduled to view each firm's conceptual designs. A TCTF recommendation will then be delivered to the Council for the selection of the Town Center architect. After final selection, more town-wide outreach meetings will be held to stimulate interest and enthusiasm within our community.

FISCAL IMPACT

None.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS

FROM: JOHN H. DANIELSON, INTERIM CITY MANAGER

DATE: CITY COUNCIL MEETING OF JUNE 15, 2011

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

RECOMMENDATION:

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

BACKGROUND:

San Mateo County contracts with the Peninsula Humane Society (PHS) and the Society for Prevention of Cruelty to Animals (SPCA) for animal control services and shelter services. The County has recently extended the agreement for a four year period ending June 30, 2015. The cities in San Mateo County including the Town of Atherton have been requested to enter into a third amendment to the agreement for animal control services.

FISCAL IMPACT:

The Town will be obliged to pay its proportionate costs for animal control services during the course of the agreement through June 30, 2015. The projected cost for FY2011/12 is \$52,180. This amount is budgeted in the FY2011/12 Police Department budget.

**THIRD AMENDMENT TO AGREEMENT
FOR ANIMAL CONTROL AND SHELTER SERVICES
BETWEEN THE CITIES OF ATHERTON, BELMONT, BRISBANE,
BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY,
HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE,
PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN
CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, WOODSIDE AND THE
COUNTY OF SAN MATEO**

This Third Amendment to Agreement For Animal Control Services and Shelter Services, dated for convenience this 26th day of April, 2011 by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California (hereinafter “County”), and the cities or towns of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside (hereinafter “City”);

WITNESSETH

WHEREAS, the City has passed and is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the City; and

WHEREAS, on June 17, 2003, County and Peninsula Humane Society & SPCA (“hereinafter “Contractor” or “County Contractor”) entered into an Agreement For Animal Control Services and Shelter Services (hereinafter referred to as the “Agreement”); and

WHEREAS, County and City entered into an Agreement on or about July 1, 2003 for Animal Control Services (hereinafter, “City Agreement”); and

WHEREAS, County and City entered into an Amendment on or about December 14, 2004, extending the City Agreement to correspond with an extension of the Agreement and PHS land lease through June 30, 2008 and amending the PHS payment schedule; and

WHEREAS, County and City entered into a Second Amendment on or about April 24, 2007, extending the City Agreement to correspond with the Second Amendment of the Agreement and PHS land lease through June 30, 2011 and amending the PHS payment schedule; and

WHEREAS, County and County Contractor have entered into Third Amendment, extending the Agreement and Land Lease Agreement through June 30, 2015;

WHEREAS, City and County wish to again amend the City Agreement as set forth below to be consistent with the Third Amendment to the Agreement and PHS land lease, which Third Amendment is attached hereto as Exhibit A;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES PROVIDED HEREUNDER, THE PARTIES AGREE TO THE FOLLOWING:

1. Subparagraph 8 **Term and Effective Period** of Section D. **GENERAL PROVISIONS** of the City Agreement, previously deleted and replaced in its entirety in the First Amendment and Second Amendment, is hereby deleted and replaced in its entirety by the following:

“8. **Term and Effective Period.** This Agreement shall be effective the period from July 1, 2011 through June 30, 2015. All services are subject to the terms and conditions of this Agreement.”

2. Subparagraph 4 **Payments** of Section B. **CITY’S RESPONSIBILITIES** of the Services Agreement, previously deleted and replaced in its entirety in the First Amendment and Second Amendment, is hereby further deleted and the following substituted in lieu thereof:

“4. **Payments.**

a. City shall pay to the County prior to January 1st of each fiscal year, and following the receipt of an invoice from County, the City’s percentage share of the net program cost of the Animal Control Program. This net program cost shall be determined by the County and shall be equal to the cost of the contract between the County and County Contractor plus the cost of the County administering licensing collection and Animal Control Services Program, minus any program revenue received by County or County Contractor as described in Section D, Paragraph 5. County and City’s percentage share shall be based on service costs. County will calculate a percentage breakdown annually, based on service reports provided by County Contractor. Percentage distribution for a given year will be based on an average of service costs over the three calendar years prior to the year in question. Exhibit “B”, attached and incorporated by this reference herein, details percentage distribution for FY 2003-04. Percentage distributions for each fiscal year will be distributed by County to City by March 31st.

b. Base costs to be paid to County Contractor by the County and City are as follows, inclusive of the rabies investigation and quarantine services as described in the First Amendment as

“Quarantine Services”, for Fiscal Years 2011-2012, 2012-2013, 2013-2014, and 2014-2015:

<u>Fiscal Year</u>	<u>Amount</u>
2011-12	\$5,236,875
2012-13	\$5,417,797
2013-14	\$5,608,170
2014-15	\$5,944,135

c. City understands and agrees that over the term of the Third Amendment to the Agreement, County’s Contractor may become eligible, pursuant to the criteria set forth in subsection 7f of Section C of the Third Amendment to the Agreement, attached hereto as Exhibit A, for a maximum payment of an additional fifty thousand dollars (\$50,000) per fiscal year from County and City to complete necessary maintenance and repairs to the animal control services building. Therefore, in addition to the base amounts paid to Contractor as set forth above, the County and City will pay to the County Contractor, an additional amount of up to \$50,000 per year, for maintenance and repairs according to the terms of subsection 7 of Section C of the Agreement as set forth in the Third Amendment to the Agreement, attached and incorporated hereto as Exhibit A. The payments by County and City will be determined according to the same formula and percentage distribution as set forth herein in this section B.4.

d. City understands and agrees that County Dispatch will invoice the cost for after-hours/holidays calls for animal control and licensing. These costs will be charged to the program to be paid by County and City according to the same percentage distribution as set forth herein in this section B.4.”

3. Subparagraph 6. **Program Deficit or Surplus** of Section D. **GENERAL PROVISIONS** of the City Agreement is deleted in its entirety, and the following shall be substituted in lieu thereof:

“6. **Program Deficit or Surplus.** City and County shall share in covering any program deficit or receiving any program surplus as set forth herein. City understands and agrees that:

a. For the first three (3) fiscal years covered in this contract, FY 2011-2012, FY 2012-2013, and FY 2013-2014, the County Contractor shall retain one hundred percent (100%) of all unspent contract funds with the written approval of the County and exercise

full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in the Agreement.

b. For the final fiscal year of this contract, FY 2014-15, twenty five percent (25%) of all unexpended contract monies, and all contract monies spent for a purpose other than the performance of the services herein contracted, shall be refunded to the County by January 31, 2016. Contractor shall retain seventy five percent (75%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in the Agreement;

c. Approval from County will follow within 90 days subsequent to County review of an Audit Report, as set forth in the Agreement.

d. County Contractor has agreed not to use these savings to provide services which will add on-going costs to services covered by the Agreement without written County approval.

e. No more than one percent (1%) of the funds paid by County pursuant to the Agreement shall be expended towards the salary and benefits of Contractor's President.

f. Subparagraphs a and b to this Paragraph shall not apply to cost savings resulting from decreased levels of service due to changes in County or State law as provided by paragraph C.6 of the Agreement.”

4. Subparagraph 4 **Monitoring Meetings** of Section D **GENERAL PROVISIONS** of the City Agreement, is hereby deleted and replaced with a new Subparagraph 4 to read as follows:

“4. **City/County Monitoring Meetings and City Designated Liaison.**

a. Upon the effective date of this Agreement, County shall form a monitoring committee that shall hereafter be referred to as the Animal Control Task Force, which shall consist of police representatives and/or City Manager representatives, and representation from the County. Cities without formal representation or appointment may attend and fully participate in all meetings. The Animal Control Task Force shall remain in effect throughout the term of this Agreement and may adopt its own rules of conduct. Responsibilities of the Animal Control Task Force shall include but not be limited to:

- i. Review existing local animal control ordinances and make recommendations for appropriate changes to the County and Cities.
- ii. Review licensing activities with County representative.
- iii. Review all citation activities.
- iv. Review programmatic complaints of any City and programmatic data provided by County Contractor.
- v. Review revenues and expenditures relating to Animal Control Services.
- vi. Review the Cities' cost sharing formula.
- vii. Review and develop performance measures, in conjunction with County Contractor staff, which will provide valid and reliable data by which to evaluate the level of service being provided by the County Contractor.

b. In addition to the above, three times a year representatives from City, County, and Contractor will meet to participate in discussions regarding long-term options and alternatives for the current animal shelter. The City, County, and Contractor shall set these meetings in advance in an effort to allow full participation.

c. City shall also designate a representative to provide liaison for any animal control and licensing administration or enforcement issues for which County or Contractor requests input from the City. If no contact person is designated, the City contact person shall be the City Manager.

5. Effectiveness of Amendment. Except as expressly and specifically set forth in this Third Amendment, all other provisions of the City Agreement, the First Amendment, and the Second Amendment, shall remain unchanged and in full force and effect.

6. Condition Precedent. If this amendment is not adopted by all twenty cities, it will become null and void in its entirety except that in such an event, the County and any of the cities which are in agreement with the terms and conditions of this Third Amendment may use it as the grounds for considering a revised Third Amendment which may be acceptable to those parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Health System Chief to execute said Agreement

for and on behalf of the County of San Mateo. The Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

Dated: _____

COUNTY OF SAN MATEO

By: _____

Jean S. Fraser, Chief
Health System

ATTEST:

Dated: _____

TOWN OF ATHERTON

By: _____

Town of Atherton, Clerk

ATTEST:

Dated: _____

CITY OF BELMONT

By: _____

City of Belmont, Clerk

ATTEST:

Dated: _____

CITY OF BRISBANE

City of Brisbane, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF BURLINGAME

City of Burlingame, Clerk

By: _____

ATTEST:

Dated: _____

TOWN OF COLMA

Town of Colma, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF DALY CITY

City of Daly City, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF EAST PALO ALTO

City of East Palo Alto, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF FOSTER CITY

City of Foster City, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF HALF MOON BAY

By: _____

City of Half Moon Bay, Clerk

ATTEST:

Dated: _____

TOWN OF HILLSBOROUGH

By: _____

Town of Hillsborough, Clerk

ATTEST:

Dated: _____

CITY OF MENLO PARK

By: _____

City of Menlo Park, Clerk

ATTEST:

Dated: _____

CITY OF MILLBRAE

City of Millbrae, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF PACIFICA

City of Pacifica, Clerk

By: _____

ATTEST:

Dated: _____

TOWN OF PORTOLA VALLEY

Town of Portola Valley, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF REDWOOD CITY

City of Redwood City, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF SAN BRUNO

City of San Bruno, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF SAN CARLOS

City of San Carlos, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF SAN MATEO

City of San Mateo, Clerk

By: _____

ATTEST:

Dated: _____

CITY OF SOUTH SAN FRANCISCO

City of South San Francisco, Clerk

By: _____

ATTEST:

Dated: _____

TOWN OF WOODSIDE

Town of Woodside, Clerk

By: _____

EXHIBIT A

**THIRD AMENDMENT TO AGREEMENT
FOR ANIMAL CONTROL SERVICES AND SHELTER SERVICES
BETWEEN THE PENINSULA HUMANE SOCIETY & SPCA
AND THE COUNTY OF SAN MATEO**

This Third Amendment to Agreement For Animal Control Services And Shelter Services Between The Peninsula Humane Society & SPCA And The County Of San Mateo, dated for reference purposes only this ____ of _____, 2011, between the Peninsula Humane Society & SPCA, a California nonprofit corporation for the prevention of cruelty to animals (hereinafter, “PHS/SPCA” or “Contractor”) and the County of San Mateo, a political subdivision of the State of California (hereinafter, “County”).

WITNESSETH

WHEREAS, County and PHS/SPCA (collectively hereinafter, “Parties”) entered into the written Agreement For Animal Control Services And Shelter Services Between The Peninsula Humane Society & SPCA And The County Of San Mateo, dated June 2003, in which PHS/SPCA agreed to perform and County agreed to compensate PHS/SPCA for performance of certain specified animal care, control and shelter services (hereinafter, “Services Agreement”);

WHEREAS, said Services Agreement was originally scheduled to terminate as of July 1, 2006;

WHEREAS, County and PHS/SPCA also entered into a written Lease Agreement dated October 12, 1971, as amended (hereinafter, “Lease Agreement”) in which County leased to PHS/SPCA and PHS/SPCA leased from County certain premises located at 12 Airport Boulevard in the City of San Mateo containing approximately 8.766 acres, more or less, at the rental rate of one dollar (\$1.00) per annum for an initial period of four (4) years, ending August 31, 1975, and renewable at the option of PHS/SPCA for three (3) successive periods of twenty-five (25) years each upon written notice to County, for use and occupation by PHS/SPCA in carrying out the animal care, control and shelter services specified in the Services Agreement and any other humane-related services

provided in connection with the prevention of cruelty to animals within the meaning of Section 501(c)(3) of the Internal Revenue Code and under laws of the State of California;

WHEREAS, on or about or about August 17, 1976, County and PHS/SPCA entered into an amendment of the October 12, 1971 Lease Agreement whereby PHS/SPCA relinquished a portion of the leased area (identified as Parcel B on Exhibit A) and the County added to the leased area a portion (identified as Parcel C on Exhibit A), such that the Amended Lease Agreement encompassed a lease of approximately six (6) acres of County real property;

WHEREAS, on or about August 12, 2003, County sent written notice to PHS/SPCA terminating Parties' Lease Agreement early as of August 12, 2006, pursuant to Section 18(b) of the Lease Agreement (hereinafter, "Lease Termination Notice");

WHEREAS, on or about December 14, 2004, Parties entered into a First Amendment To Agreement For Animal Control Services And Shelter Services Between Peninsula Humane Society & SPCA And The County of San Mateo (hereinafter, "First Amendment") for the purpose of amending and extending the term of the Services Agreement and extending the term of the Lease Agreement by a period of approximately two (2) additional years, ending June 30, 2008;

WHEREAS, on or about April 24, 2007, Parties entered into a Second Amendment To Agreement For Animal Control Services And Shelter Services Between Peninsula Humane Society & SPCA And The County of San Mateo (hereinafter, "Second Amendment") for the purpose of amending and extending the term of the Services Agreement and extending the term of the Lease Agreement by a period of approximately three (3) additional years, ending June 30, 2011;

WHEREAS, Parties desire to extend the term of the Services Agreement, as amended herein, as well as the Lease Agreement, by a period of approximately four (4) additional years, ending June 30, 2015;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES PROVIDED HEREUNDER, THE PARTIES AGREE AS FOLLOWS:

3. **Four-Year Extension.** Section D.1 of the Services Agreement, previously deleted and replaced in its entirety in the First Amendment and Second Amendment, is hereby deleted and replaced in its entirety by the following:

“1. Term of the Agreement to Coincide with Property Lease Termination.

- a) This Agreement shall be effective the period from July 1, 2011 through June 30, 2015. All services are subject to the terms and conditions of this Agreement.
- b) To enable Contractor to perform the services contemplated by this Agreement for the entire term, Parties hereby agree that Contractor’s leasehold of the premises subject to Parties’ Lease Agreement and the Lease Termination Notice shall extend through June 30, 2015, at the rental rate of one dollar (\$1.00) per annum.”

4. **Payment Amounts and Schedule.** Section C.1. of the Services Agreement, as amended in the First Amendment and Second Amendment, shall be further amended to include the amounts as set forth below to cover all services, inclusive of the rabies investigation and quarantine services as described in the First Amendment as “Quarantine Services”, for Fiscal Years 2011-12, 2012-13, 2013-14, and 2014-15.

<u>Fiscal Year</u>	<u>Amount</u>
2011-12	\$5,236,875
2012-13	\$5,417,797
2013-14	\$5,608,170
2014-15	\$5,944,135

All other provisions of this Section shall remain in full force effective as amended in the First Amendment and Second Amendment.

5. **Use of Contract Revenue.** Section C.3 of the Services Agreement is deleted in its entirety, and the following shall be substituted in lieu thereof:

“Contractor agrees that all funds paid by County to Contractor pursuant to this Agreement will only be used by the Contractor to meet its obligations herein.

- a. For the first three (3) fiscal years covered in this contract, FY 2011-2012, FY 2012-2013, and FY 2013-2014, Contractor shall retain one hundred percent (100%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in this contract.
- b. For the final fiscal year of this contract, FY 2014-15, twenty five percent (25%) of all unexpended contract monies, and all contract monies spent for a purpose other than the performance of the services herein contracted, shall be refunded to the County by January 31, 2016. Contractor shall retain seventy five percent (75%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in this contract;
- c. Approval from County will follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Section C.4. of this Agreement.
- d. Contractor agrees not to use these savings to provide services which will add on-going costs to services covered by this Agreement without written County approval.
- e. No more than one percent (1%) of the funds paid by County pursuant to this Agreement shall be expended towards the salary and benefits of Contractor's President.
- f. Subparagraphs a and b to this Paragraph 3 shall not apply to cost savings resulting from decreased levels of service due to changes in County or State law as provided by paragraph C.6 of this Agreement."

6. **Audit Requirements and Records.** Section C.4. of the Services Agreement shall be amended by adding the following provision to the end of the paragraph:

“The completed audit covering the previous fiscal year will be provided to the County by December 31st of each calendar year.”

7. **Maintenance and Repairs.** Section C of the Services Agreement is amended to include a new subsection 7:

“7. **Maintenance and Repairs.**

- a. The Parties acknowledge that the County has prepared a Maintenance & Repair survey of conditions and deferred maintenance and repairs of the portion of the PHS/SPCA facilities used for contracted animal control services, located at 12 Airport Blvd. in San Mateo, which document is attached and incorporated herein as Attachment 1 (“Survey”).
- b. Upon the effective date of this Third Amendment to the Services Agreement, Contractor agrees to commit funds received by Contractor for services rendered under the Services Agreement as described in Section C.1 herein, in an amount of up to \$400,000, which amount shall be designated as the “Contractor’s Capital Repair Fund”. Contractor will expend, over the term of the Third Amendment to the Services Agreement, a part or all of this Contractor’s Capital Repair Fund to accomplish those Survey repairs, limited to the areas of the facility that are used for contracted animal control services, which it determines are necessary for the safe and effective operation of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo. While the Capital Repair Fund is primarily to be used for Survey repairs, Contractor may use such funds for general maintenance of the buildings that are used to provide contracted animal control services. Expenditures on Survey work shall be the first priority. The Contractor’s Capital Repair Fund shall be noted as a separate line item in the annual audit. Any and all such repairs and maintenance for which the Contractor’s Capital Repair Fund is used

are limited to the portions of the building that are used to provide contracted animal control services to County and Cities.

- c. Except for the additional funds referenced in subsection f of this Section 7, which must be used as agreed by the parties, Contractor will not be required by this amendment to use any additional contract funds in excess of Contractor's Capital Repair Fund over the term of this Third Amendment to the Services Agreement, nor is Contractor committed to exhausting the entire fund; and any unexpended amounts left in the fund remain the Contractor's.
- d. Contractor shall have discretion regarding timing of the execution of Survey work, to insure that any such work does not impact its abilities to house and care for animals in a way Contractor finds acceptable.
- e. The funds expended by Contractor from the Contractor's Capital Repair Fund pursuant to this section shall be used to correct conditions described in the Survey which constitute health or safety hazards as determined by Contractor. Contractor may also use the funds to correct other deferred maintenance and repairs as described in the Survey, and additional repairs and maintenance as needed. Survey work shall take priority over additional repairs and maintenance.
- f. Over the term of the Third Amendment to the Services Agreement, Contractor may become eligible, pursuant to the criteria set forth in this Section 7f, for a maximum of an additional fifty thousand dollars (\$50,000) per fiscal year from County to complete additional necessary maintenance and repairs, in addition to those described by the Survey, in the portions of the facility used for contracted animal control services provided to County and Cities. These funds will be held by County in a fund designated as "County Repair/Maintenance Fund" and shall be noted as a separate line item in the annual audit. No such annual funds shall be paid to Contractor in the first fiscal year

unless Contractor has expended a minimum of \$150,000 on deferred repairs and maintenance as described in the Survey or other repairs and maintenance. Survey work shall be the first priority for use of the funds until such work is completed. In the second and third fiscal years, Contractor shall become eligible for an additional \$50,000 per fiscal year after Contractor has expended, in each fiscal year, at least \$100,000 on repairs and maintenance, making Survey work the first priority. In the fourth and final fiscal year, after Contractor has expended the remaining \$50,000 from the Contractor's Capital Repair Fund, Contractor shall become eligible for the remaining amount of up to \$50,000 from the County Repairs/Maintenance Fund. If Contractor expends funds in excess of its annual minimum in any one fiscal year, such excess amount shall be credited toward the minimum expenditures for the following fiscal year(s) during the term of the Third Amendment to the Services Agreement. Any unused County funds of up to \$50,000 per year will be held by County in the County Repair/Maintenance Fund until such time as Contractor meets the respective expenditure requirements. Any banked funds left over from prior fiscal year(s) may be used by Contractor for maintenance and repairs after minimum expenditure requirements have been met by Contractor. The parties understand that all unexpended funds in the County Repair/Maintenance Fund at the expiration of the term of this Amendment, will be redistributed by County to County and Cities as appropriate. Each repair or maintenance item contained in the annual report is to be submitted with documentation as to the amount of funds actually expended for such item. Once the allotment becomes available, County agrees not to deny any reasonable repair/maintenance projects and expenditures kept within the \$50,000 per year allotment. All repairs and maintenance performed or caused to be performed by Contractor pursuant to this Section 7 shall be

completed in compliance with applicable building codes after obtaining any required permits.

- g. Any and all repairs and maintenance completed to the portions of the building that are used to provide contracted animal control services and for which either the Contractor's Capital Repair Fund or the County Repair/Maintenance Fund is used shall be itemized in an annual report to be submitted annually by the Contractor to the County or to a group designated by the County and City Managers of the Cities.
 - h. In the unlikely event of an emergency safety related repair needed to the portions of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, in excess of the Contractor's Capital Repair Fund and the annual funds contained in the County's Repair/Maintenance Fund and which arises after all such funds have been expended, County and Contractor shall timely meet in good faith to jointly determine which maintenance or repairs are required and whether or not such repair work shall be undertaken.
8. **Options for Animal Control Shelter.** Section C of the Services Agreement is amended to include new subsection 8:

"8.Options for Animal Control Shelter.

"Three times a year, representatives from Parties and Cities will meet to participate in discussions regarding long-term options and alternatives for the current shelter. The Parties and Cities shall set these meetings in advance in an effort to allow full participation."

7. **Field enforcement Staffing and Services.** Exhibit B, Section 2a shall be amended to add a subsection 6:

"6) When there is a reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify Public Health

personnel, 650.573.2346 Monday-Friday 8am-5pm and 650.363.4981 after-hours/holidays.”

8. **Effectiveness of Amendment.** Except as expressly and specifically set forth in this Third Amendment, all other provisions of the Services Agreement, the First Amendment, and the Second Amendment, the Lease Agreement and the Lease Termination Notice shall remain unchanged and in full force and effect.

9. **Condition Precedent.** This Third Amendment will become effective only after the County and the 20 Cities within the County negotiate and adopt amendments to their June 17, 2003 Agreement that are consistent with this Third Amendment. If such amendments are not adopted by all twenty Cities, this Amendment is null and void in its entirety except that in such an event, PHS/SPCA, the County and any of the Cities which are in agreement with the terms and conditions of this Third Amendment shall use it as the grounds for considering a revised Third Amendment which may be acceptable to those parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to Agreement For Animal Control Services And Shelter Services Between The Peninsula Humane Society & SPCA And The County Of San Mateo to be executed by their duly authorized representatives on the day and year first written above.

Dated: _____

COUNTY OF SAN MATEO

By _____

Jean Fraser
Chief, Health System

Dated: _____

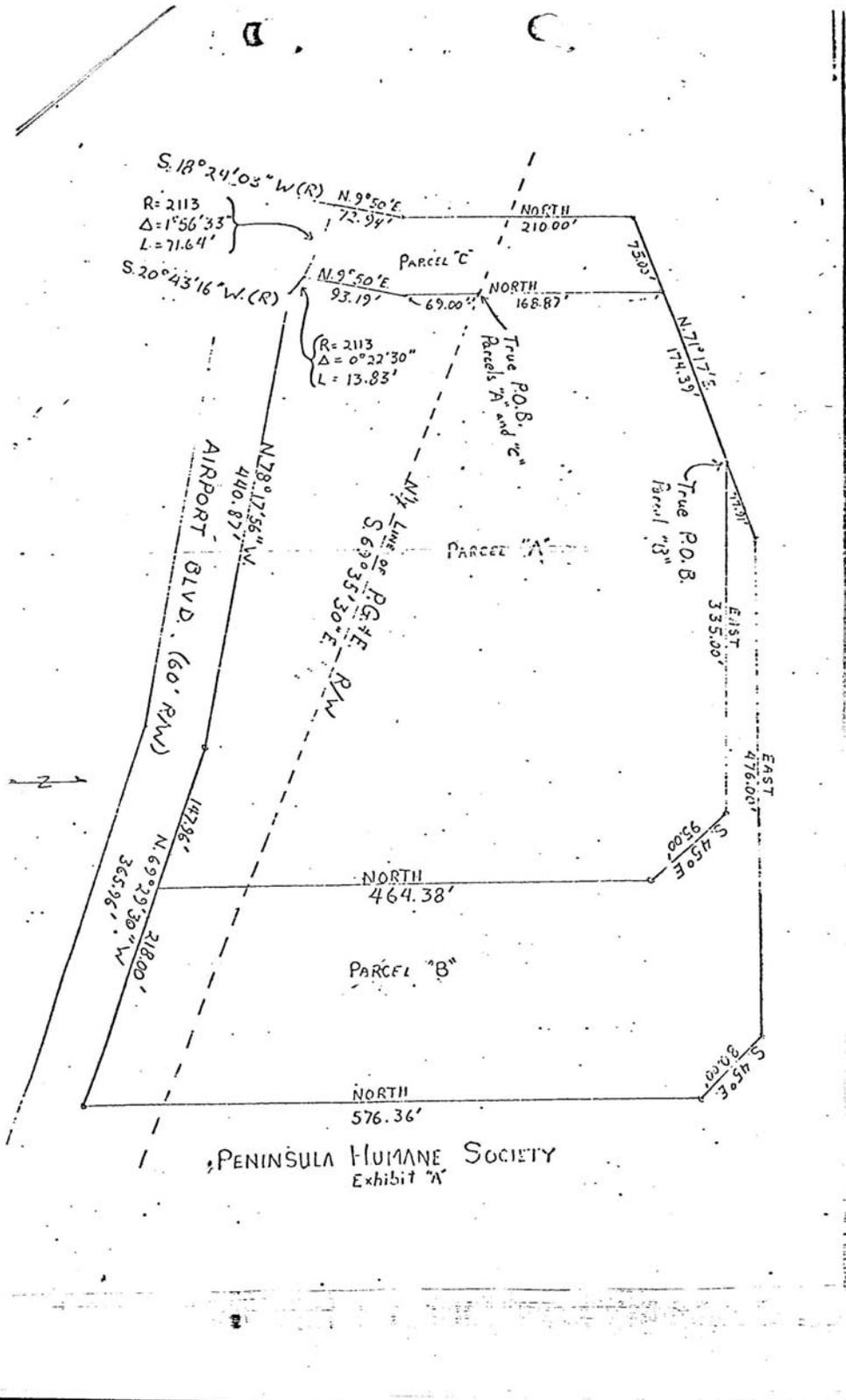
PENINSULA HUMANE SOCIETY &

SPCA

By _____

Ken White
President

EXHIBIT A



Attachment 1

Peninsula Humane Society Building Deficiencies Survey: April 8, 2011

Consideration taken into account for occupancy of 5 to 8 years maximum.

1. Outside Drainage:

Although it was not raining, nor, had it rained for several days prior to our walkthrough, large amounts of standing water were evident. I was informed that the parking lot and rear of the building flood frequently during storms, and, that the surface drains did not work. It was also noted that the County Parks Dept. would not allow clean out service to be performed where the storm drains 'Day Light' to the bay. During the outside inspection, it was also obvious that the grade sloped toward the building structure causing flooding into the facility.

2. Exterior Siding and Paint:

Structurally, the exterior siding of the building will hold up for the occupancy requirement with minimum repairs. Unfortunately, it would still remain cosmetically unappealing in some areas.

The exterior siding and trim will, however, need to be painted in order to last without failure for next 5 to 8 years.

3. Roof:

Approximately 70% of the flat roof areas appear to be original from when constructed. I would recommend a roofing consultant be contacted to inspect these areas to determine if the roof will last 5 to 8 years. The other 30% of the flat roof is new within the last 5 years and will not require replacement, particularly over the Spay/Neuter area. The pitch roof areas are composition shingles and appear to be satisfactory, however, there is a major leak under a pitch roof/clear story area that will need to be found and repaired.

4. Life Safety System:

I was advised by Ken White that the Fire Alarm system was compliant per the Fire Marshall, however, I would advise reconfirmation.

5. ADA:

Entire facility - Not Compliant i.e. Manual front doors, restrooms not sufficient size, etc.

6. Electrical Panels:

The electrical panels are old and not looking good. I was advised that there are major electrical circuit deficiencies. The last Preventative Maintenance service tag I could find was performed in 2000. NOTE: I am not qualified to inspect or determine the condition of electrical panels. This inspection should be performed by a qualified technician. At minimum, panel maintenance should be performed – clean, tighten and scan. Panel covers should also be checked for proper installation.

7. Exterior Trellis at South/West Corner of Facility:

The trellis is in a state of failure and poses a safety threat if not repaired. If trellis is to be saved, the trees must be cut back first to assess damage. Seismic hardware, rotted framing member's replacement and paint would be required. Removal of trellis is another option.

8. Exterior Doors:

There are approximately (15) doors throughout the facility that require replacement.

Building mechanical systems survey to be performed by our Engineering staff.

Patrick Oliver

Craft Maintenance Supervisor

County of San Mateo

Dept. of Public Works

Facilities Maintenance and Operations.

Office – 650-363-1877

poliver@co.sanmateo.ca.us

**THIRD AMENDMENT TO AGREEMENT
FOR ANIMAL CONTROL SERVICES AND SHELTER SERVICES
BETWEEN THE PENINSULA HUMANE SOCIETY & SPCA
AND THE COUNTY OF SAN MATEO**

This Third Amendment to Agreement For Animal Control Services And Shelter Services Between The Peninsula Humane Society & SPCA And The County Of San Mateo, dated for reference purposes only this _____ of _____, 2011, between the Peninsula Humane Society & SPCA, a California nonprofit corporation for the prevention of cruelty to animals (hereinafter, “PHS/SPCA” or “Contractor”) and the County of San Mateo, a political subdivision of the State of California (hereinafter, “County”).

WITNESSETH

WHEREAS, County and PHS/SPCA (collectively hereinafter, “Parties”) entered into the written Agreement For Animal Control Services And Shelter Services Between The Peninsula Humane Society & SPCA And The County Of San Mateo, dated June 2003, in which PHS/SPCA agreed to perform and County agreed to compensate PHS/SPCA for performance of certain specified animal care, control and shelter services (hereinafter, “Services Agreement”);

WHEREAS, said Services Agreement was originally scheduled to terminate as of July 1, 2006;

WHEREAS, County and PHS/SPCA also entered into a written Lease Agreement dated October 12, 1971, as amended (hereinafter, “Lease Agreement”) in which County leased to PHS/SPCA and PHS/SPCA leased from County certain premises located at 12 Airport Boulevard in the City of San Mateo containing approximately 8.766 acres, more or less, at the rental rate of one dollar (\$1.00) per annum for an initial period of four (4) years, ending August 31, 1975, and renewable at the option of PHS/SPCA for three (3) successive periods of twenty-five (25) years each upon written notice to County, for use and occupation by PHS/SPCA in carrying out the animal care, control and shelter services specified in the Services Agreement and any other humane-related services provided in connection with the prevention of cruelty to

animals within the meaning of Section 501(c)(3) of the Internal Revenue Code and under laws of the State of California;

WHEREAS, on or about or about August 17, 1976, County and PHS/SPCA entered into an amendment of the October 12, 1971 Lease Agreement whereby PHS/SPCA relinquished a portion of the leased area (identified as Parcel B on Exhibit A) and the County added to the leased area a portion (identified as Parcel C on Exhibit A), such that the Amended Lease Agreement encompassed a lease of approximately six (6) acres of County real property;

WHEREAS, on or about August 12, 2003, County sent written notice to PHS/SPCA terminating Parties' Lease Agreement early as of August 12, 2006, pursuant to Section 18(b) of the Lease Agreement (hereinafter, "Lease Termination Notice");

WHEREAS, on or about December 14, 2004, Parties entered into a First Amendment To Agreement For Animal Control Services And Shelter Services Between Peninsula Humane Society & SPCA And The County of San Mateo (hereinafter, "First Amendment") for the purpose of amending and extending the term of the Services Agreement and extending the term of the Lease Agreement by a period of approximately two (2) additional years, ending June 30, 2008;

WHEREAS, on or about April 24, 2007, Parties entered into a Second Amendment To Agreement For Animal Control Services And Shelter Services Between Peninsula Humane Society & SPCA And The County of San Mateo (hereinafter, "Second Amendment") for the purpose of amending and extending the term of the Services Agreement and extending the term of the Lease Agreement by a period of approximately three (3) additional years, ending June 30, 2011;

WHEREAS, Parties desire to extend the term of the Services Agreement, as amended herein, as well as the Lease Agreement, by a period of approximately four (4) additional years, ending June 30, 2015;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES PROVIDED HEREUNDER, THE PARTIES AGREE AS FOLLOWS:

1. **Four-Year Extension.** Section D.1 of the Services Agreement, previously deleted and replaced in its entirety in the First Amendment and Second Amendment, is hereby deleted and replaced in its entirety by the following:

“1. Term of the Agreement to Coincide with Property Lease Termination.

- a) This Agreement shall be effective the period from July 1, 2011 through June 30, 2015. All services are subject to the terms and conditions of this Agreement.
- b) To enable Contractor to perform the services contemplated by this Agreement for the entire term, Parties hereby agree that Contractor’s leasehold of the premises subject to Parties’ Lease Agreement and the Lease Termination Notice shall extend through June 30, 2015, at the rental rate of one dollar (\$1.00) per annum.”

2. **Payment Amounts and Schedule.** Section C.1. of the Services Agreement, as amended in the First Amendment and Second Amendment, shall be further amended to include the amounts as set forth below to cover all services, inclusive of the rabies investigation and quarantine services as described in the First Amendment as “Quarantine Services”, for Fiscal Years 2011-12, 2012-13, 2013-14, and 2014-15.

<u>Fiscal Year</u>	<u>Amount</u>
2011-12	\$5,236,875
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All other provisions of this Section shall remain in full force effective as amended in the First Amendment and Second Amendment.

3. **Use of Contract Revenue.** Section C.3 of the Services Agreement is deleted in its entirety, and the following shall be substituted in lieu thereof:

“Contractor agrees that all funds paid by County to Contractor pursuant to this Agreement will only be used by the Contractor to meet its obligations herein.

- a. For the first three (3) fiscal years covered in this contract, FY 2011-2012, FY 2012-2013, and FY 2013-2014, Contractor shall retain one hundred percent (100%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in this contract.
- b. For the final fiscal year of this contract, FY 2014-15, twenty five percent (25%) of all unexpended contract monies, and all contract monies spent for a purpose other than the performance of the services herein contracted, shall be refunded to the County by January 31, 2016. Contractor shall retain seventy five percent (75%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in this contract;
- c. Approval from County will follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Section C.4. of this Agreement.
- d. Contractor agrees not to use these savings to provide services which will add on-going costs to services covered by this Agreement without written County approval.
- e. No more than one percent (1%) of the funds paid by County pursuant to this Agreement shall be expended towards the salary and benefits of Contractor’s President.
- f. Subparagraphs a and b to this Paragraph 3 shall not apply to cost savings resulting from decreased levels of service due to changes in County or State law as provided by paragraph C.6 of this Agreement.”

4. **Audit Requirements and Records.** Section C.4. of the Services Agreement shall be amended by adding the following provision to the end of the paragraph:

“The completed audit covering the previous fiscal year will be provided to the County by December 31st of each calendar year.”

5. **Maintenance and Repairs.** Section C of the Services Agreement is amended to include a new subsection 7:

“7. **Maintenance and Repairs.**

- a. The Parties acknowledge that the County has prepared a Maintenance & Repair survey of conditions and deferred maintenance and repairs of the portion of the PHS/SPCA facilities used for contracted animal control services, located at 12 Airport Blvd. in San Mateo, which document is attached and incorporated herein as Attachment 1 (“Survey”).
- b. Upon the effective date of this Third Amendment to the Services Agreement, Contractor agrees to commit funds received by Contractor for services rendered under the Services Agreement as described in Section C.1 herein, in an amount of up to \$400,000, which amount shall be designated as the “Contractor’s Capital Repair Fund”. Contractor will expend, over the term of the Third Amendment to the Services Agreement, a part or all of this Contractor’s Capital Repair Fund to accomplish those Survey repairs, limited to the areas of the facility that are used for contracted animal control services, which it determines are necessary for the safe and effective operation of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo. While the Capital Repair Fund is primarily to be used for Survey repairs, Contractor may use such funds for general maintenance of the buildings that are used to provide contracted animal control services. Expenditures on Survey work shall be the first priority. The Contractor’s Capital Repair Fund shall be noted as a separate line item in the annual audit. Any and all such repairs and maintenance for which the Contractor’s Capital Repair Fund is

used are limited to the portions of the building that are used to provide contracted animal control services to County and Cities.

- c. Except for the additional funds referenced in subsection f of this Section 7, which must be used as agreed by the parties, Contractor will not be required by this amendment to use any additional contract funds in excess of Contractor's Capital Repair Fund over the term of this Third Amendment to the Services Agreement, nor is Contractor committed to exhausting the entire fund; and any unexpended amounts left in the fund remain the Contractor's.
- d. Contractor shall have discretion regarding timing of the execution of Survey work, to insure that any such work does not impact its abilities to house and care for animals in a way Contractor finds acceptable.
- e. The funds expended by Contractor from the Contractor's Capital Repair Fund pursuant to this section shall be used to correct conditions described in the Survey which constitute health or safety hazards as determined by Contractor. Contractor may also use the funds to correct other deferred maintenance and repairs as described in the Survey, and additional repairs and maintenance as needed. Survey work shall take priority over additional repairs and maintenance.
- f. Over the term of the Third Amendment to the Services Agreement, Contractor may become eligible, pursuant to the criteria set forth in this Section 7f, for a maximum of an additional fifty thousand dollars (\$50,000) per fiscal year from County to complete additional necessary maintenance and repairs, in addition to those described by the Survey, in the portions of the facility used for contracted animal control services provided to County and Cities. These funds will be held by County in a fund designated as "County Repair/Maintenance Fund" and shall be noted as a separate line item in the annual audit. No such annual funds shall be paid to Contractor in the first fiscal year unless Contractor has expended a minimum of \$150,000 on deferred repairs and maintenance as described in the Survey or other repairs

and maintenance. Survey work shall be the first priority for use of the funds until such work is completed. In the second and third fiscal years, Contractor shall become eligible for an additional \$50,000 per fiscal year after Contractor has expended, in each fiscal year, at least \$100,000 on repairs and maintenance, making Survey work the first priority. In the fourth and final fiscal year, after Contractor has expended the remaining \$50,000 from the Contractor's Capital Repair Fund, Contractor shall become eligible for the remaining amount of up to \$50,000 from the County Repairs/Maintenance Fund. If Contractor expends funds in excess of its annual minimum in any one fiscal year, such excess amount shall be credited toward the minimum expenditures for the following fiscal year(s) during the term of the Third Amendment to the Services Agreement. Any unused County funds of up to \$50,000 per year will be held by County in the County Repair/Maintenance Fund until such time as Contractor meets the respective expenditure requirements. Any banked funds left over from prior fiscal year(s) may be used by Contractor for maintenance and repairs after minimum expenditure requirements have been met by Contractor. The parties understand that all unexpended funds in the County Repair/Maintenance Fund at the expiration of the term of this Amendment, will be redistributed by County to County and Cities as appropriate. Each repair or maintenance item contained in the annual report is to be submitted with documentation as to the amount of funds actually expended for such item. Once the allotment becomes available, County agrees not to deny any reasonable repair/maintenance projects and expenditures kept within the \$50,000 per year allotment. All repairs and maintenance performed or caused to be performed by Contractor pursuant to this Section 7 shall be completed in compliance with applicable building codes after obtaining any required permits.

- g. Any and all repairs and maintenance completed to the portions of the building that are used to provide contracted animal control services and for which either the Contractor's Capital Repair Fund or the County Repair/Maintenance Fund is used shall be itemized in an annual report to be submitted annually by

the Contractor to the County or to a group designated by the County and City Managers of the Cities.

- h. In the unlikely event of an emergency safety related repair needed to the portions of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, in excess of the Contractor's Capital Repair Fund and the annual funds contained in the County's Repair/Maintenance Fund and which arises after all such funds have been expended, County and Contractor shall timely meet in good faith to jointly determine which maintenance or repairs are required and whether or not such repair work shall be undertaken.

- 6. **Options for Animal Control Shelter.** Section C of the Services Agreement is amended to include new subsection 8:

"8. Options for Animal Control Shelter.

"Three times a year, representatives from Parties and Cities will meet to participate in discussions regarding long-term options and alternatives for the current shelter. The Parties and Cities shall set these meetings in advance in an effort to allow full participation."

- 7. **Field enforcement Staffing and Services.** Exhibit B, Section 2a shall be amended to add a subsection 6:

"6) When there is a reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify Public Health personnel, 650.573.2346 Monday-Friday 8am-5pm and 650.363.4981 after-hours/holidays."

- 8. **Effectiveness of Amendment.** Except as expressly and specifically set forth in this Third Amendment, all other provisions of the Services Agreement, the First Amendment, and the Second Amendment, the Lease Agreement and the Lease Termination Notice shall remain unchanged and in full force and effect.
- 9. **Condition Precedent.** This Third Amendment will become effective only after the County and the 20 Cities within the County negotiate and adopt amendments to their

June 17, 2003 Agreement that are consistent with this Third Amendment. If such amendments are not adopted by all twenty Cities, this Amendment is null and void in its entirety except that in such an event, PHS/SPCA, the County and any of the Cities which are in agreement with the terms and conditions of this Third Amendment shall use it as the grounds for considering a revised Third Amendment which may be acceptable to those parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to Agreement For Animal Control Services And Shelter Services Between The Peninsula Humane Society & SPCA And The County Of San Mateo to be executed by their duly authorized representatives on the day and year first written above.

Dated: _____

COUNTY OF SAN MATEO

By _____

Jean Fraser
Chief, Health System

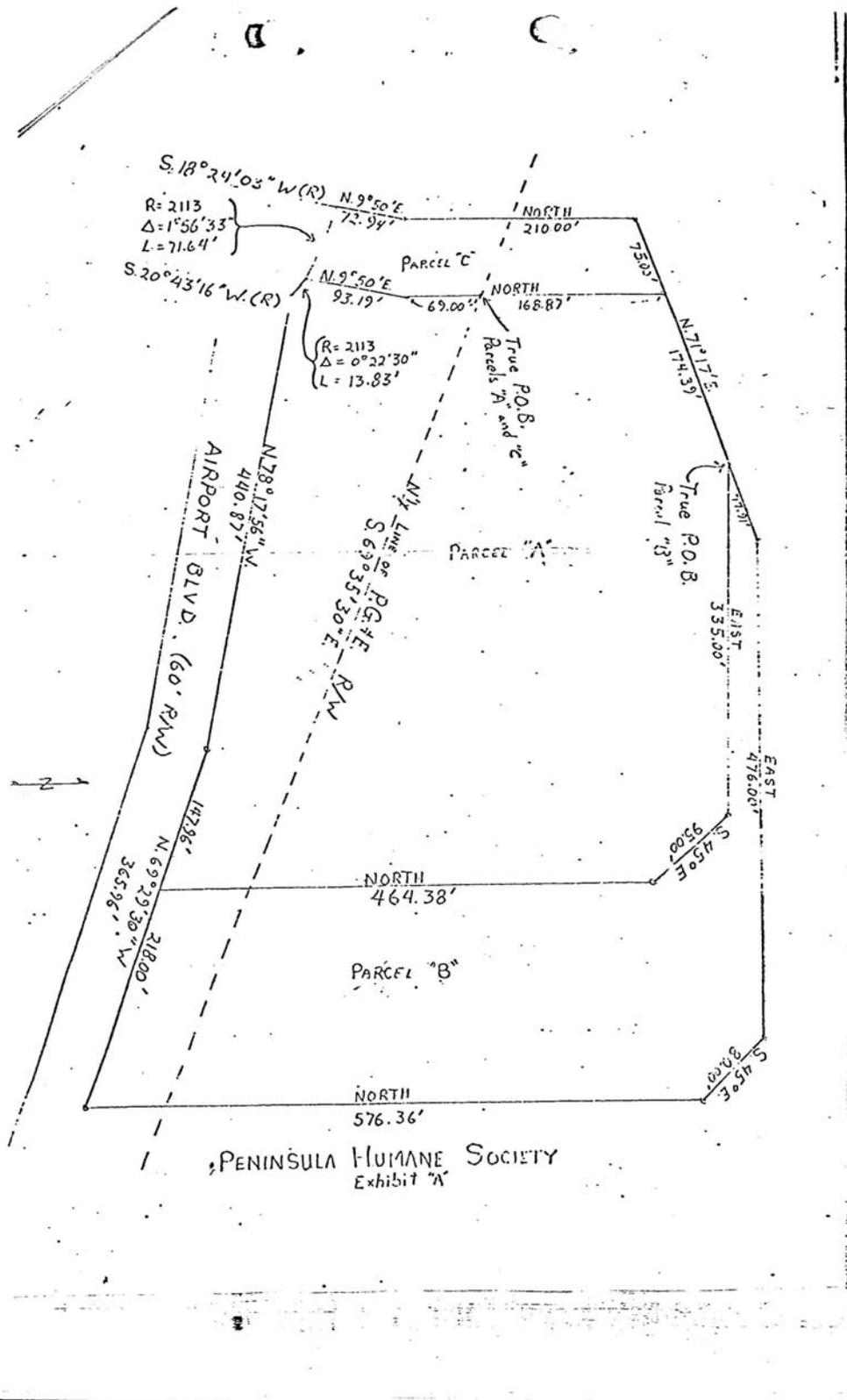
Dated: _____

PENINSULA HUMANE SOCIETY & SPCA

By _____

Ken White
President

EXHIBIT A



Attachment 1

Peninsula Humane Society Building Deficiencies Survey: April 8, 2011

Consideration taken into account for occupancy of 5 to 8 years maximum.

1. Outside Drainage:

Although it was not raining, nor, had it rained for several days prior to our walkthrough, large amounts of standing water were evident. I was informed that the parking lot and rear of the building flood frequently during storms, and, that the surface drains did not work. It was also noted that the County Parks Dept. would not allow clean out service to be performed where the storm drains 'Day Light' to the bay. During the outside inspection, it was also obvious that the grade sloped toward the building structure causing flooding into the facility.

2. Exterior Siding and Paint:

Structurally, the exterior siding of the building will hold up for the occupancy requirement with minimum repairs. Unfortunately, it would still remain cosmetically unappealing in some areas.

The exterior siding and trim will, however, need to be painted in order to last without failure for next 5 to 8 years.

3. Roof:

Approximately 70% of the flat roof areas appear to be original from when constructed. I would recommend a roofing consultant be contacted to inspect these areas to determine if the roof will last 5 to 8 years. The other 30% of the flat roof is new within the last 5 years and will not require replacement, particularly over the Spay/Neuter area. The pitch roof areas are composition shingles and appear to be satisfactory, however, there is a major leak under a pitch roof/clear story area that will need to be found and repaired.

4. Life Safety System:

I was advised by Ken White that the Fire Alarm system was compliant per the Fire Marshall, however, I would advise reconfirmation.

5. ADA:

Entire facility - Not Compliant i.e. Manual front doors, restrooms not sufficient size, etc.

6. Electrical Panels:

The electrical panels are old and not looking good. I was advised that there are major electrical circuit deficiencies. The last Preventative Maintenance service tag I could find was performed in 2000. NOTE: I am not qualified to inspect or determine the condition of electrical panels. This inspection should be performed by a qualified technician. At minimum, panel maintenance should be performed – clean, tighten and scan. Panel covers should also be checked for proper installation.

7. Exterior Trellis at South/West Corner of Facility:

The trellis is in a state of failure and poses a safety threat if not repaired. If trellis is to be saved, the trees must be cut back first to assess damage. Seismic hardware, rotted framing member's replacement and paint would be required. Removal of trellis is another option.

8. Exterior Doors:

There are approximately (15) doors throughout the facility that require replacement.

Building mechanical systems survey to be performed by our Engineering staff.

Patrick Oliver

Craft Maintenance Supervisor

County of San Mateo

Dept. of Public Works

Facilities Maintenance and Operations.

Office – 650-363-1877

poliver@co.sanmateo.ca.us



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: MICHAEL KASHIWAGI, INTERIM PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JUNE 15, 2011

**SUBJECT: 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**

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).

BACKGROUND:

At the April 20, 2011 meeting of the Town of Atherton City Council, the Agreement for Architectural Services with Group 4 Architecture Research + Planning, Inc was approved and an amendment to the Library Budget in the amount of \$162,050 was authorized. This authorization consisted of the negotiated contract with Group 4 Architects in the amount of \$ 147,050 plus \$15,000 for contingency.

The contract amendment requested by Group 4 Architects (attached) is in response to 2 additional community meetings requested by the ALBSC. The requested amount is consistent with negotiated costs contained in the consultant services agreement with Group 4.

ANALYSIS:

The Atherton Library Building Steering Committee (ALBSC) reviewed and is in agreement with the additional service request.

FISCAL IMPACT:

Approval of Contract Amendment No.1 will increase the contract amount with Group 4 Architects to \$156,950 and is within the total contract authorization of \$162,050.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Interim Public Works Director

John Danielson
Interim City Manager

Attachments: Additional Service Request dated May 30, 2011



GROUP 4

ARCHITECTURE
RESEARCH +
PLANNING, INC

211 LINDEN AVENUE
SO. SAN FRANCISCO
CA 94080 USA

T: 650-871-0709

F: 650-871-7911

www.g4arch.com

30 May 2011

ADD SERVICE REQUEST

Michael Kashiwagi, P.E., Director of Public Works
TOWN OF ATHERTON
91 Ashfield Road
Atherton, CA 94027

PROJECT #	PROJECT NAME	
11400-01	Atherton Library Project	
CLIENT ADD #	BILLING TYPE	G4 PHASE
001	LUMP SUM	A110

TOTAL OR MAXIMUM FEE
\$9,000.00

MAXIMUM REIMB.
\$900

SCOPE SUMMARY

Preparation for and conducting Community Meeting #2 and a presentation/study session with the Park and Recreation Commission for the Atherton Library Project. Community Meeting #2- Per the contract additional community meetings are a stipulated sum of \$5,000 and the attendance of one consultant is an additional \$1,000. Park and Recreation Commission Presentation/Study Session per the contract presentations at meetings shall be a stipulated fee of \$3,000 plus \$1,000 for additional consultants. The following budget assumes 1 consultant (RHAA or Kathy Page) shall attend one of these two meetings.

WAYNE GEHRKE
ARCHITECT

DAWN E. MERKES
ARCHITECT

DAVID SCHNEE
ARCHITECT

DAVID M. STURGES
ARCHITECT

CONSULT.	CNSLT A.S. #	PROPOSAL DATED	GROUP 4 PHASE #	FEE	FEE W/ MARKUP	MAX. REIMB.
RHAA/or P&M	#1	2011-05-30	1 Add'l Mtg.	1,000.00	1,000.00	
Group 4	#1	2011-05-30	Comm. Mtg	5,000.00	5,000.00	
Group 4	#1	2011-05-30	P&R Comm.	3,000.00	3,000.00	
SUB-TOTAL:				\$9,000.00	\$9,000.00	\$ 900.00
TOTAL					\$9,000.00	\$ 900.00

Dawn Merkes
Principal

JILL EYRES
ARCHITECT

JONATHAN HARTMAN
ARCHITECT

PAUL JAMTGAARD
ARCHITECT

WILLIAM LIM
ARCHITECT

ANDREA WILL
ARCHITECT

CLIENT AUTHORIZATION:

DATE

GROUP 4 AUTHORIZED:

DATE

FIRST AMENDMENT TO THE AGREEMENT FOR ARCHITECTURAL SERVICES BY AND BETWEEN THE TOWN OF ATHERTON AND GROUP 4 ARCHITECTURE RESEARCH AND PLANNING, INC.: ATHERTON LIBRARY PROJECT

THIS FIRST AMENDMENT ("First Amendment") to the Agreement for conceptual design services, planning, building programming, site analysis, site selection, site design, cost modeling, and participation services is entered into this ____ day of _____ 2011, by and between the **Town of Atherton**, hereinafter referred to as "TOWN," and **Group 4 Architecture Research.**, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, on April 29, 2011, TOWN and CONSULTANT entered into that certain Agreement for conceptual design services, planning, building programming, site analysis, site selection, site design, cost modeling, and participation services ("Agreement");

WHEREAS, TOWN and CONSULTANT desire to enter into First Amendment to amend the Agreement to increase the cost ceiling by nine thousand dollars described herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF THE TERMS SET FORTH HEREIN, THE PARTIES HEREBY AMEND THE AGREEMENT AS FOLLOWS:

1. Compensation: Section 3(B-3). "Not to Exceed Compensation" is hereby amended as follows:

The current text of this paragraph is deleted, and in its place the following paragraph is inserted: The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed the combined sum of One Hundred Fifty-six Thousand Fifty Dollars (\$156,950.00). Consultant shall not perform any services beyond the service identified in Exhibit "A" without prior written authorization from the Town's City Manager

2. Agreement in Effect. Except as modified by the First Amendment, all other terms and conditions set forth in the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the Effective Date.

TOWN OF ATHERTON:

By: _____ / _____
City Manager (Date)

CONSULTANT:

By: _____ / _____
Name: _____ (Date)
Title: _____

ATTEST:

City Clerk

By: _____ / _____
Name: _____ (Date)
Title: _____

APPROVED AS TO FORM:

City Attorney



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: MICHAEL KASHIWAGI, INTERIM PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JUNE 15, 2011

**SUBJECT: REVIEW AND APPROVE THE CRITERIA FOR SITE SELECTION AND
PROCESS AND SCHEDULE FOR SITE SELECTION FOR THE NEW
ATHERTON LIBRARY**

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.

BACKGROUND:

At the May 27, 2011 meeting of the ALBSC, the site selection evaluation criteria and public input schedule and process were discussed and approved. Based upon site analysis work performed by Group 4 Architects, 6 potential sites have been identified for the new Atherton Library. These sites include the existing library location on Dinkelspiel Lane and 5 alternate sites at Holbrook-Palmer Park as shown on Exhibit 1.

To facilitate a thorough and thoughtful review of each site, a list of site prerequisites were identified which will be used to pre-screen the list of sites to determine if any of the 6 sites should be removed from further consideration. The Site Prerequisites are shown on Exhibit 2. All remaining sites will be evaluated using the following criteria as shown on Exhibit 3.

Site Selection Criteria

CONTEXT

- Accessibility – safe pedestrian, bicycle, & vehicular
- Minimizes impact to Park/neighbors
- Consistent with Park Master Plan
- Synergy with other rec/cultural activities
- Connectivity with community

EXPERIENCE/OPPORTUNITIES

- Visual & physical indoor/outdoor connections
- Outdoor spaces
- Environmental/Sustainable
- Library user experience

FUNCTION

- Flexibility/multipurpose
- Efficient
- Convenient
- Interruption of service/temp facility

In addition to the approval of the site selection criteria, the ALBSC also developed and approved a process and schedule for public input and participation to engage the community and provide an open and transparent process.

Public Input and Participation Schedule

June 25, 2011	Community Charrette
June 28, 2011	Community Meeting
July 6, 2011	Parks and Recreation Commission Meeting
August 17, 2011	City Council – Action on Site Selection

Prepared By:

Approved:

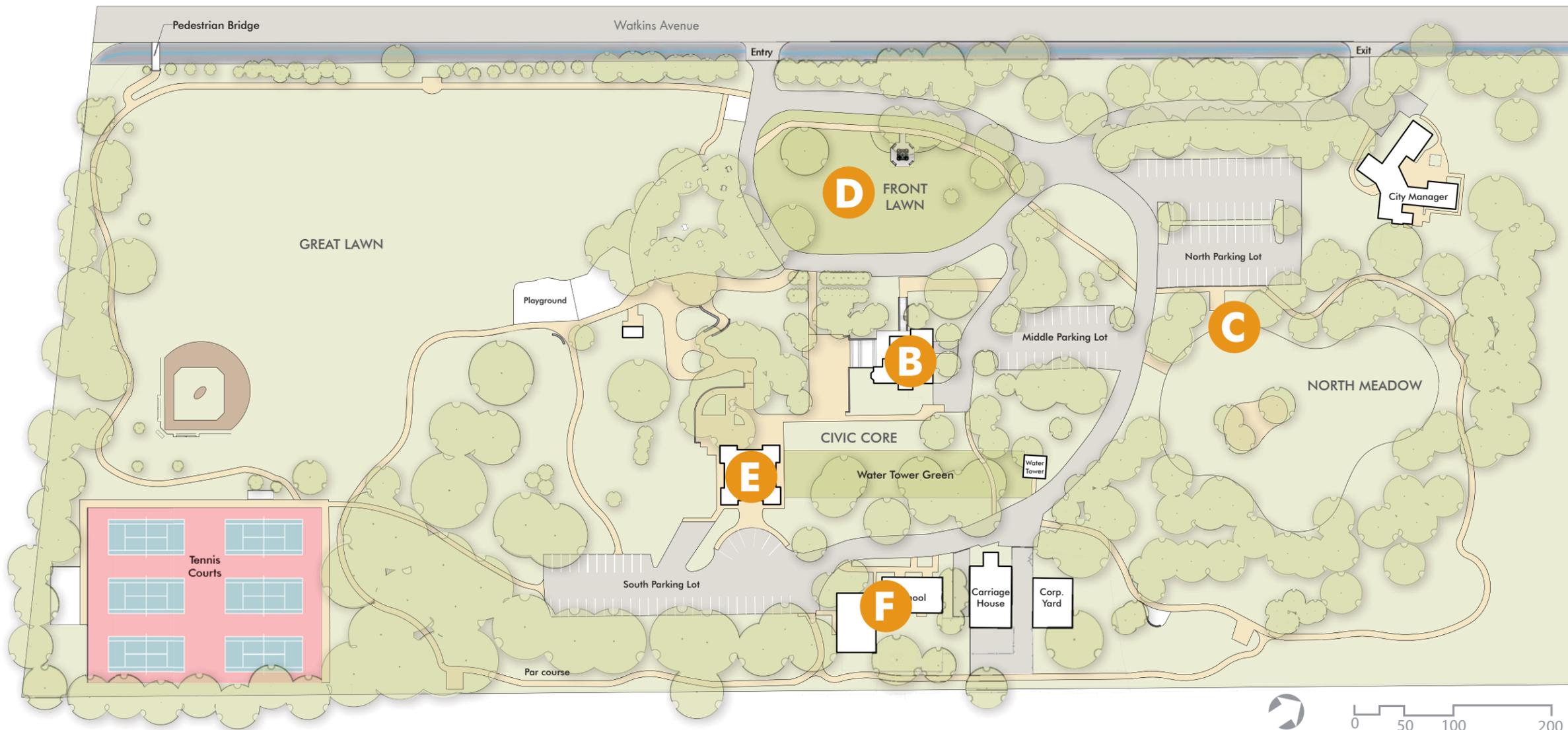
Michael Kashiwagi, P.E.
Interim Public Works Director

John Danielson
Interim City Manager

Attachments: Exhibits

EXHIBIT 1: site analysis

Existing Library Site



Holbrook- Palmer Park

EXHIBIT 2: site prerequisites

PLANNING/ZONING CODE:

- Site feasibility in regards to receiving required planning and zoning revisions/approvals for library development

SITE CHARACTER:

- Ability to retain existing site character for either the library or Holbrook Palmer Park

COST + SCHEDULE:

- Reasonable site development costs relative to overall project budget
- Ability to maintain a reasonable project schedule based upon the anticipated site approval process

EXHIBIT 3: evaluation criteria

Legend
 + good
 - neutral
 Ø poor



Evaluation Criteria

A
Existing Library Site

B
Main Residence, HPP

C
North Meadow/
Parking lot HPP

D
Front Lawn,
HPP

E
Pavilion Site, HPP

F
Preschool Site, HPP

	A	B	C	D	E	F
Context	Accessibility Safe pedestrian, bicycle, & vehicular					
	Minimizes impact to Park/neighbors					
	Consistent with Park Master Plan					
	Synergy with other rec/cultural activities					
	Connectivity with community					
Experience/ Opportunities	Visual & physical indoor/outdoor connections					
	Outdoor spaces					
	Environmental/Sustainable					
	Library user experience					
Function	Flexibility/multipurpose					
	Efficient					
	Convenient					
	Interruption of service/temp facility					



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: MICHAEL KASHIWAGI, INTERIM PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF JUNE 15, 2011

**SUBJECT: 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**

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.

BACKGROUND:

In June 2010, the City Council adopted Resolution 10-30 which established the Atherton Library Building Steering Committee to support and participate in the process of planning and building a new library for the Town of Atherton. The primary duties of the ALBSC are to:

1. Act in an advisory capacity and make recommendations to the City Council on all matters pertaining to the planning and design process for a new public library, and
2. Engage the community in a planning and design process for a new library

The City Council also appointed the following ALBSC members:

Karen Bliss
Sandy Crittenden
Valerie Gardner
Denise Kupperman

Richard Moore
Councilmember Kathy McKeithen
Marion Oster

In addition, Ginny Nile and Earl Douglas have been serving as alternates.

In May 2011, Committee Members Richard Moore, Valerie Gardner, and alternate Earl Douglas resigned from the committee. At their June 2, 2011 meeting, the ALBSC voted to recommend to the City Council the appointment of Ginny Nile who is currently an alternate member and Joan Sanders an interested resident and long time member of the Friends of the Library as new committee members. No new alternates are proposed at this time, however the ALBSC will actively seek other residents who may be interested in participating so that the community is well represented.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Interim Public Works Director

John Danielson
Interim City Manager



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: INTRODUCTION OF AN ORDINANCE TO ADOPT REFUSE AND RECYCLING COLLECTION RATES

RECOMMENDATION:

Hold a public hearing, determine whether a majority protest has been received, and if there is no majority protest, and introduce the attached Ordinance increasing refuse and recycling rates. A two-thirds vote is required (i.e.; four affirmative votes).

BACKGROUND:

City Council at its May 18, 2011 meeting held a public hearing and introduced and read an ordinance increasing refuse and recycling rates for the Town of Atherton. A motion was made and seconded to introduce the following rates:

Black Garbage Container	2010 rates	2011 rates
20 gallon	\$17.31	\$20.00
32 gallon	\$27.69	\$44.00
64 gallon	\$55.38	\$83.00
96 gallon	\$82.18	\$125.00

Plus an additional \$5 per green waste can.

The above rates were midpoint rates between what the Town had inadvertently noticed to its resident's and what the Council intended to send on the notice.

FISCAL IMPACT

Refuse and recycling fees are paid by the residential and commercial customers. The Town receives 10% Franchise Fee based on the total collection revenue.

ORDINANCE ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
INCREASING THE RATES FOR SOLID WASTE/RECYCLING COLLECTION
SERVICES**

WHEREAS, the Town of Atherton ("Town") has provided a franchise to Recology ("Franchisee") allowing for and governing the collection of refuse, recyclable material and plant material within the Town of Atherton's limits and the Town has approved rates, most recently by Ordinance 584, that Franchisee may charge for these solid waste/recycling collection services; and

WHEREAS, pursuant to the Uniform Franchise Agreement for Collection Services ("Solid Waste/Recycling Collection Agreement") between Franchisee and the Town, the Town is required to adopt solid waste/recycling collection rates that produce revenues sufficient to provide payment to Franchisee in accordance with the amount due under the Solid Waste/Recycling Collection Agreement; and

WHEREAS, after an audit by Hilton, Frankophf and Hobson and the South Bayside Waste Management Authority, the Town has determined that Franchisee is entitled to an increase in the solid waste/recycling collection rates; and

WHEREAS, at the City Council meeting of December 15, 2010, staff presented the City Council with various options for increasing the solid waste/recycling collection rates; and

WHEREAS, at the City Council meeting of February 16, 2011, staff introduced a draft ordinance to City Council and City Council unanimously decided to continue the item to the next meeting to allow City Manager Danielson to form an "action team" to address resident concerns.

WHEREAS, after considering the various solid waste/recycling collection rate increase options, the City Council directed staff to take the necessary steps under Proposition 218, including the mailing of notices regarding a public hearing to consider a proposed ordinance to adopt an increase in the solid waste/recycling collection rates; and

WHEREAS, the Town has identified the parcels upon which the increased solid waste/recycling collection rates will be imposed, calculated the amount of the rates, and mailed notice to the refuse service billing address for all parcels in the Town of Atherton, wherein the Town provided written notice of the proposed rates, the basis for the calculation, the reason for the rates and the date, time and location of a public hearing not less than 45 days after sending the notice; and

WHEREAS, the Town further provided published and posted notice of the foregoing; and

WHEREAS, the City Council held the duly noticed public hearing and considered any and all protests; and

WHEREAS, written protests against the solid waste/recycling collection rates were not presented by a majority of owners or tenants of the identified parcels;

NOW, THEREFORE, THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In accordance with Article XIII D, Section 6(b), of the California Constitution, the City Council makes the following findings:

A. The revenues derived from the increased solid waste/recycling collection rates do not exceed the funds required to provide solid waste/recycling collection services pursuant to the Solid Waste/Recycling Collection Agreement. This finding is based upon the information contained in the mailed notice and the staff reports from the December 15, 2010 City Council meeting.

B. The revenues derived from the increased solid waste/recycling collection rates will not be used for any purpose other than solid waste/recycling collection services pursuant to the Solid Waste/Recycling Collection Agreement.

C. The increased solid waste/recycling collection rates do not exceed the proportional cost of the service to each parcel.

D. The solid waste/recycling collection services are presently available.

SECTION 2. Beginning on the effective date of this Ordinance, the solid waste/recycling collection rates will increase as listed below. The rate schedule includes a fixed rate for each gallon of refuse, with no additional charge for recycled materials or green waste collection.

Container Size	2010 rates	2011 rates	Amount increase
20 gallon	\$17.31	\$20.00	\$2.69
32 gallon	\$27.69	\$44.00	\$16.31
64 gallon	\$55.38	\$83.00	\$27.62
96 gallon	\$82.18	\$125.00	\$42.82

OTHER SERVICES COST SCHEDULE

Unscheduled Service Category	Cost	Description of Cost
-------------------------------------	-------------	----------------------------

Unscheduled Service Category	Cost	Description of Cost
Distance Charge for Commercial Accounts	A – 10% of base monthly Rate B – 25% of base monthly Rate	A – 51 to 100 feet from access by Contractor's collection vehicle B – 101 feet or more from access by Contractor's collection vehicle
Extra Pick-up Cost for Commercial Customers	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event
Single-Family Return Trip Cost (i.e., request to provide Collection service after the regularly scheduled Collection day)	\$15.00	Per Collection event
Additional Targeted Recyclable Materials or Organic Materials Cart Rental or Purchase (in addition to the two Organic Material carts and one Recyclable Materials cart)	A – \$5.00 B - \$3.00 C – \$63.00 D – \$69.00	A – monthly rental fee (any size Cart) for Organic Materials Carts B – monthly rental fee (any size Cart) for Targeted Recyclable Materials Carts C – Customer purchase of a 64 gallon Cart D – Customer purchase of a 96 gallon Cart
Fee for Service On-Call Bulky Item Collection Service	\$81.55	Per event
Overage Fee	100% of the base monthly Rate	Per Collection event
Overage Bags Cost	50% of the base monthly Rate or \$8.00 minimum	Per bag
Container Cleaning Fee	A – \$50.00 B – \$85.00	A – per Cart B – per Bin or Drop-Box
Dirty Cart Replacement Cost	A – \$65.00 B – \$75.00 C – \$85.00	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart

SECTION 3. The City Council hereby declares that it would have passed this Ordinance, sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that any provisions in this Ordinance are severable and, if for any reason any sentence, paragraph or section of this Ordinance shall be held invalid, such decision shall not effect the validity of the remaining parts of this Ordinance.

SECTION 4. This Ordinance was approved by a 2/3 vote of the City Council pursuant to Health & Safety Code section 5471.

SECTION 5. This Ordinance shall take effect thirty (30) days after adoption as provided by Government Code section 36937.

SECTION 6. This Ordinance shall be published once fifteen (15) days after its passage in a newspaper of general circulation, printed, published and circulated in the City in accordance with Government Code section 36933.

* * * * *

Introduced at a regular meeting of the City Council held on May 18, 2011, and passed and adopted by the City Council of the Town of Atherton on the 15th day of June, 2011 by the following roll call vote, to wit:

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:

William B. Connors
City Attorney



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 JUNE 15, 2011

SUBJECT: 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

RECOMMENDATION

Accept work, authorized 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.

INTRODUCTION

The Council awarded a contract in April 2011 to G. Bortolotto & Company, Inc. for \$96,390.00, with a \$9,639.00 construction contingency, for a total authorized amount of \$106,029.00. Work under the contract has been completed.

ANALYSIS

The original contract price was for \$96,390.00. There were quantity increases of \$7,592.13 bringing the total contract to \$103,982.13. The contract changes were as follows:

1. Original Contract	\$ 96,390.00
2. Quantity Increases	\$ 7,592.13
TOTAL	\$103,982.13

FISCAL IMPACT

Funding for this project in the amount of \$110,000 is included in the FY 2010-11 budget. The final cost of this segment of work is less than the budget estimate.

CONCLUSION:

It is appropriate for the Council to accept the work and authorize recording a Notice of Completion at this time.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

John Danielson
Interim City Manager

Attachment: Notice of Completion

RECORD REQUESTED BY:

TOWN OF ATHERTON
AND WHEN RECORDED MAIL TO:

CITY CLERK, TOWN OF ATHERTON

91 ASHFIELD ROAD
(Street Address)
ATHERTON, CALIFORNIA 94027
(City, State and Zip Code)

No fee pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TOWN OF ATHERTON
NOTICE OF COMPLETION

2011 SPRING PATCHING PROJECT
PROJECT NO. 56050
ATHERTON, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT Michael Kashiwagi, Engineer of Work for the Town of Atherton, County of San Mateo, California, on the 15TH day of June 2011 did file with the City Clerk of said Town a Certificate of Completion for the work described in the construction contract awarded to G. Bortolotto & Company on the 15th day of April, 2011, said contract being executed on the 9th day of May 2011.

That said work and improvements were accepted as completed on the 20th day of May, 2011 and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 15th day of June, 2011, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is Travelers Casualty and Surety Company of America, 2370 Watson Court, Suite 200, Palo Alto, CA 94303.

That said work and improvements consisted of street patching as described in the plans and specifications approved by the City Council of the Town of Atherton pursuant to motion, adopted the 15th day of April, 2011.

That I, Michael Kashiwagi, City Engineer of the Town of Atherton, am authorized by said Motion to execute and file this notice with the County Recorder of the County of San Mateo.

BY: _____
City Engineer

Date

ATTEST: _____
Deputy City Clerk

Date

'I declare under penalty of perjury that the foregoing is true and correct.'

Atherton, CA
(Date and Place)

(Signature)

**TOWN OF ATHERTON
CERTIFICATE OF COMPLETION**

PROJECT NAME: 2011 SPRING PATCHING PROJECT
PROJECT NUMBER: 56050
LOCATION: Various Streets

NOTICE IS HEREBY GIVEN:

1. That on May 20, 2011, the Public Works project known as 2011 SPRING PATCHING PROJECT Project Number 56050 was completed in accordance with the plans and specifications as required by the Town of Atherton.
2. That the name and address of the party filling this notice is:
Town of Atherton
91 Ashfield Road
Atherton, California 94027.
3. That the name and address of the Contractor responsible for the construction of the project is:
G. Bortolotto & Company
582 Bragato Road
San Carlos, CA 94070
4. That the name and address of the Contractor's surety is:
Travelers Casualty and Surety Company of America
2370 Watson Court, Suite 200
Palo Alto, CA 94303
5. That the project is described as:
Street Patching, as more particularly described in the plans and specification approved by the City Council of the Town of Atherton pursuant to Motion, adopted the 15th day of April, 2011.

BY: _____
Michael Kashiwagi, P.E. _____
Public Works Director **Date**

ATTEST: _____
Theresa Della Santa _____
Deputy City Clerk **Date**



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 JUNE 15, 2011

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

RECOMMENDATION:

Staff recommends renewing 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. Frank & Grossman have requested no cost of living increase to their low bid award of October 10, 2010 for the 2011/12 fiscal year. They have also agreed to continue the agreement on a month to month agreement until town restructuring plans are completed.

INTRODUCTION:

On October 20, 2010, council approved the award of contract to Frank & Grossman Landscape Contractors the Town Landscape Maintenance Services for \$2,083 per month. They were the low bidder out of a field of three qualified bidders for this work.

In December 2010, Council expanded the duties of the landscape contract to include the right shoulders along El Camino Real, shoulders of Middlefield Road and 12 Selby Lane (at Cebalo). The monthly price for this work was an additional \$912.00 per month bringing the monthly contract total to \$2995.00 per month.

With the current plans to restructure aspects of Public Works, a month to month service agreement with Frank and Grossman makes sense as future contracting may call for other service vendors to perform this service in the upcoming months.

ANALYSIS:

On October 10, 2010, 3 bids were received for the original Town Landscape Maintenance Services w/add alternate as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>	<u>BID w/add alt.</u>
Jensen Landscape Services	San Jose	\$3,145/mo.	\$3,622/mo.
Commercial Environment Landscape	Gilroy	\$2,765/mo.	\$2,999/mo.
Frank & Grossman Landscape Contractors	San Francisco	\$1,603/mo.	\$2,083/mo.

The bid packet for the original project stated the contract would expire 6/30/2011, and there would be an option for renewal (with Council approval) for up to 3-1 year terms.

Frank & Grossman have requested no cost of living increase to their low bid award of October 10, 2010 for the 2011/12 fiscal year.

Frank and Grossman have agreed to continue with us giving us the same low-bid pricing as they would on a one year service agreement extension however the month to month basis gives the Town greater flexibility to move on from the contract when needed.

FISCAL IMPACT:

The current price for town landscaping awarded by low bid to Frank & Grossman is \$2083.00 per month. The amendment for approximately 3 miles of shoulder maintenance is \$912 which brings the total to \$2995 per month.

The Town has budgeted \$17,000 for landscape maintenance for FY 2011/12 under Public Works Streets.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

John Danielson
City Manager

Attachments: Letter of approval to contract month to month landscape maintenance services from Frank & Grossman.



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 JUNE 15, 2011

**SUBJECT: AWARD OF CONTRACT FOR THE 2011 CAPE/SLURRY
PROJECT NUMBER 56049 AND APPROVAL OF CHANGE IN
SCOPE OF WORK**

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.

INTRODUCTION:

This project entails performing a Cape Seal and Micro-slurry along various streets in Atherton. It also includes replacement of all striping, raised pavement markers and other associated pavement markings within the project boundaries.

A Cape Seal is a treatment process where a heated polymer modified asphalt emulsion (oil) is applied to a cleaned street and scrubbed in with brooms. A 3/8" aggregate (chip) is immediately applied over the oil and is rolled into place with a rubber tired roller. The excess rock is then swept away. The next process follows a few days later. A micro-surface (oil and sand mixture) is applied over the top of the chips, and once again rolled into place with rubber tired rollers. Upon curing, the result is a street that is impervious to water as well as having about 1/2" of new wearing surface added to the top. This surface will remain flexible for years, and as cracks work their way up from the sub-base of the road they are filled by the pliable material.

This project falls under the Town's preventative maintenance program, which assures that good streets (streets with a pavement condition index of 60+) receive treatments, which will greatly lengthen their lifespan. These treatments, when used on the correct streets at the correct times, can prolong the need for costly and disruptive street rehabilitation projects almost indefinitely.

ANALYSIS:

4 bids were received for the 2011 Cape/Slurry Project as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>
Graham Contractors, Inc.	San Jose, CA	\$381,171.25
American Asphalt	Hayward, CA	\$424,348.00
Bond Blacktop	Union City, CA	\$460,982.10
Valley Slurry Seal	W. Sacramento, CA	\$526,255.00

With the bids coming in well below the engineer's estimate and being a favorable competitive bid environment, staff recommends extending the contract by \$100,000 to include additional streets that were due this year for preventative maintenance treatment, but was postpone due to budgetary reasons. All work shall be completed using unit cost per bid schedule.

FISCAL IMPACT:

Funds in the amount of \$550,000 (\$260,907 from Parcel Tax funds, \$208,202 from Measure A funds and \$80,891 from Gas Tax funds) are budgeted for this project in FY 2010-11. Bids were received for the project on June 1, 2011. Graham Contractors, Inc was the low bidder at \$381,171.25. This bid was 37.5% below the engineer's estimate prepared by staff, the designer of the project, of \$609,979. With the addition of contract change in scope of work for an additional \$100,000 would bring the total authorization to \$481,171.25, which is \$68,828.75 (12.5%) below the FY 2010-11 budget.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

John Danielson
Interim City Manager

Attachments:



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 JUNE 15, 2011

SUBJECT: 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.

RECOMMENDATION

Pass a motion accepting work, authorizing 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.

INTRODUCTION

The Council awarded a contract in December 15, 2010 to Pioneer Contractors for replacement of the PD, Admin. roofs, with a \$3,589.00 construction contingency, for a total authorized amount of \$39,479.00. In April, contract change order #001 was issued for replacement of some additional skylights for a total of \$1,155.75. Work under the contract has been completed.

ANALYSIS

The original contract price was for \$35,890.00. There was one approved change order for \$1155.75, bringing the total contract to \$37,045.75. The contract changes were as follows:

1. Original Contract	\$35,890.00
2. Change Order #1 – New 4x4 skylights	\$1,155.75
TOTAL	\$37,045.75

FISCAL IMPACT

Funding for this project in the amount of \$39,479.00 is included in the FY 10-11 CIP budget. The original cost for this project was \$35,890.00 with a 10% contingency of \$3589.00 bringing the total to \$39,479.00. In April, the City Manager approved replacing a few extra large (4x4) skylights that were not part of the original contract, but were found to be in need of replacement. The cost for this change was 1155.75. The final cost of work is \$37,045.75, \$3433.25 less than the authorized amount.

CONCLUSION:

It is appropriate for the Council to accept the work and authorize recording a Notice of Completion at this time.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

John Danielson
City Manager

Attachment: Notice of Completion
Certificate of Completion

RECORD REQUESTED BY:

TOWN OF ATHERTON
AND WHEN RECORDED MAIL TO:

CITY CLERK, TOWN OF ATHERTON

91 ASHFIELD ROAD
(Street Address)
ATHERTON, CALIFORNIA 94027
(City, State and Zip Code)

No fee pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TOWN OF ATHERTON
NOTICE OF COMPLETION

ADMIN/PD ROOFS
PROJECT NO. 56043
ATHERTON, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT Pioneer Contractors, completed work for the Town of Atherton, County of San Mateo, California, on the 6th day of May 2011 did file with the City Clerk of said Town a Certificate of Completion for the work described in the construction contract awarded to Pioneer Contractors on the 15th day of December, 2010, said contract being executed on the 19th day of January, 2011.

That said work and improvements were accepted as completed on the 6th day of May, 2010 and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 15th day of June, 2011, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is First National Insurance Company of America.

That said work and improvements consisted of replacing the admin/PD roofs as described in the plans and specifications approved by the City Council of the Town of Atherton pursuant to motion, adopted the 15th day of December, 2010.

That I, Michael Kashiwagi, Director of Public Works of the Town of Atherton, am authorized by said Motion to execute and file this notice with the County Recorder of the County of San Mateo.

BY: _____
Public Works Director

Date

ATTEST: _____
Deputy City Clerk

Date

I declare under penalty of perjury that the foregoing is true and correct.

Atherton, CA
(Date and Place)

(Signature)

**TOWN OF ATHERTON
CERTIFICATE OF COMPLETION**

PROJECT NAME: Admin/PD Roof replacement
PROJECT NUMBER: 56043
LOCATION: 83 and 91 Ashfield Road, Atherton, Ca. 94027

NOTICE IS HEREBY GIVEN:

1. That on May 6, 2011, the Public Works project known as Admin/PD Roof Replacement Project Number 56043 was completed in accordance with the plans and specifications as required by the Town of Atherton.
2. That the name and address of the party filling this notice is:
Town of Atherton
91 Ashfield Road
Atherton, California 94027.
3. That the name and address of the Contractor responsible for the construction of the project is:
Pioneer Contractors
1485 Armstrong Ave.
San Francisco, Ca. 94124
4. That the name and address of the Contractor's surety is:
First National Insurance Co. of America
1001 4th Ave., #1700
Seattle, Wa. 98154
5. That the project is described as:
Replacement of the Administration and Police Department Roofs as more particularly described in the plans and specification approved by the City Council of the Town of Atherton pursuant to Motion, adopted the 15th day of December, 2010.

BY: _____
Michael Kashiwagi
Public Works Director

Date

ATTEST: _____
Theresa Della Santa
Deputy City Clerk

Date



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 JUNE 15, 2011

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

RECOMMENDATION:

Staff recommends renewing 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.

INTRODUCTION:

In December 15, 2010, council approved the award of contract to Professional Tree Care Service the Town Tree Maintenance Services for \$47,000.00 for the remainder of the 2011/11 fiscal year. They were the low bidder out of a field of three qualified bidders for this work. This is an on-call contract, with work being performed on an as needed/emergency type basis.

ANALYSIS:

The contractors bid an hourly crew rate to provide routine pruning, hazardous tree removal and storm damage cleanup of City trees, up to the contract limit of \$47,000. The winning bidder gave us the greatest number of crew hours for the \$47,000.00 contract price. A crew hour consists of two tree workers, a high lift truck and a chipper for one hour, including equipment and excluding travel time. It was expected at that time this low bid contract price could be carried forward, possibly with cost of living index adjustments, for up to 2 additional years.

Low bidder was based on the amount of total hrs (reg. and after hours work) for a two man crew with equipment that could be offered for \$47,000.00. The bids were opened in a public forum, and the following were the results;

<u>Company</u>	<u>Location</u>	<u>Crew hr. rate</u>	<u># of hrs.</u>
Professional Tree Care	Berkeley	\$110.00	387.25
	After Hrs rate	\$110.00	40.0
	Total		427.25
Tru-Green Landcare	San Jose	\$109.00	371.74
	After Hrs rate	\$162.00	40.0
	Total		411.74
Timberline Tree Service	Burlingame	\$117.00	358.00
	After Hrs rate	\$117.90	40.0
	Total		398.0
West Coast Arborists	Anaheim	\$118.00	350.85
	After Hrs. rate	\$140.00	40.0
	Total		390.85

Professional Tree Care has asked for a \$10 per hour increase (9%) for the next fiscal year which would bring the total of hours of tree work (using the \$47,000.00 amount as a comparison) to 391.66. Using the new factor of \$60,000.00, the town will be supplied with \$500 crew hours of tree work.

FISCAL IMPACT:

The Town has budgeted \$60,000 for tree maintenance services for FY 2011/12 (Street Department 53 - \$50,000, Park Department 57 - \$10,000).

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

John Danielson
City Manager

Attachments:



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 JUNE 15, 2011

**SUBJECT: AWARD OF SERVICE AGREEMENT FOR THE TOWN
JANITORIAL MAINTENANCE SERVICES.**

RECOMMENDATION:

Pass a motion to 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.

INTRODUCTION:

On June 3, proposals were due for Town Janitorial services for town center and Holbrook Palmer Park. The buildings covered under this proposal and their frequencies were as follows;

Exhibit A buildings;

- Council Chambers (2 times per week)
- Police Department (3 times per week)
- Library (3 times per week)
- Town Administration (2 times per week)
- Permit Center (2 times per week)
- Corporation office (2 times per week)

Exhibit B buildings;

- Park Playground restrooms (7 times per week)
- Park Main House restrooms/kitchen (2 times per week)
- Carriage House restrooms/kitchen (2 times per week)

ANALYSIS:

7 bids were received for Town Janitorial Maintenance services (3 had non-responsive sections) as follows:

**EXHIBIT A/B BUILDINGS
PROPOSAL RESULTS**

CONTRACTOR	LOCATION	EXHIBIT A	EXHIBIT B	TOTAL
DMS	FREMONT	\$1,564.55	\$674.08	\$2,238.63
S & G	PALO ALTO	\$2,057.00	\$431.00	\$2,488.00
CLEAN INNOVATION	SANTA CLARA	\$1,575.00	N/R	N/R
CENTRAL MAINTENANCE	GILROY	\$1,445.00	\$550.00	\$1,995.00
CBJ BUILDING MAINT	DANVILLE	\$2,488.00	N/R	N/R
ABM	SAN JOSE	\$1,987.00	N/R	N/R
CUSTOMIZED PERFORMANCE	SAN JOSE	\$1,594.36	\$779.45	\$2,373.81

FISCAL IMPACT:

Departmental funds in the amount of \$15,000 are budgeted for this service in FY 2011-12. An additional \$7500 are available from Library funds. Proposals were received for the project on June 3, 2011. Central Maintenance Company was the low bidder at \$23,940.00 annually or \$1995.00 per month.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Public Works Director

John Danielson
Interim City Manager

ITEM 31

COLLEAGUES' MEMORANDUM #1

Date: For the meeting of June 15, 2011

TO: City Council

FROM: Vice Mayor Widmer and Council Member McKeithen

Subject: Anonymous Donations

Suggest passing a resolution to require specific donations made to the Town's Police Department to be made anonymously, through the City Manager or City Attorney's office.

As you know, over my short tenure on the Council, there have been several donations (one very significant) to our Police Department. While welcome, there have been citizen concerns over these donations with the thought that they may result in favoritism. This proposal, if enacted, would address these concerns while still allowing for the donations. The proposed recommendation is for donations to the Police Department are made only through the City Manager/City Attorney's office, and s/he would present them anonymously. Additionally, it is proposed that whilst donations could be specifically designated to a department, the City Manager and the Department head should agree on the need and final application of the grant (within the designated department) so areas of most need are addressed vs. some other favorite area. While this proposal could easily be extended to the whole City, it is recommended that, at this point, we limit these restrictions to donations for the Police Department due to the specific role that department plays and with consideration that further limitations could impact our New Town Center fund raising initiative.

See attached proposed Resolution.

RESOLUTION NO. 11-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON APPROVING A PROPOSAL FOR MAKING DONATIONS TO THE
POLICE DEPARTMENT**

WHEREAS, Vice Mayor Widmer and Council Member McKeithen followed the Towns Council rules of procedures for presenting Council with a Colleagues' item; and,

WHEREAS, the City Council approved adding the item to a subsequent future agenda for discussion and a final vote; and,

WHEREAS, the City Council has approved a proposal for donations to the Police Department to be made only through the City Manager/City Attorney's office and s/he would present them anonymously. Additionally, in regards to donations made that are specifically designated to a department, the City Manager and the Department head should agree on the need and final application of the grant (within the designated department) so the most essential areas are addressed; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve and enact the proposal described in the above paragraph for making donations to the Police Department.

PASSED AND ADOPTED at a meeting of the City Council of the Town of Atherton held on the 15th day of June, 2011 by the following vote:

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

James Dobbie, Mayor

ATTEST:

Theresa N. DellaSanta
Deputy City Clerk



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DENNIS LOCKARD, INTERIM BUILDING OFFICIAL

DATE: FOR THE MEETING OF JUNE 15, 2011

**SUBJECT: PROGRESS REPORT ON CONSTRUCTION, 297 POLHEMUS,
ATHERTON**

RECOMMENDATION

Receive and file the report

REPORT

At the City Council meeting of January 19, 2011 the City Council granted a delay in the collection of the required deposit of \$30,000 and levy of fines for a construction project that has been underway for over 36 months in violation of 15.40.180 of the Atherton Municipal Code. On January 26, 2011 the property owner was notified of the extension and the conditions of the actions by the City Council.

Recent inspections by Town staff have identified several items that must be addressed prior to final approval and occupancy. Those issues include:

- 1. Submittal and approval of a revised landscaping plan.**
 - a) The landscape screening ordinance does not include a definition for “screening” and is open to interpretation. The ordinance does state that the plantings shall be provided to “reduce the visual impact” and “provide privacy”. The original ordinance called for the plants to screen within 5 years from installation. The ordinance was changed to state that the plants must screen within five years from the start of construction.

- b) The ordinance states that 15 gallons are required for shrubs and 24” box is required for trees. Larger trees may be required or 15 gallon may be allowed when it can be shown that they will achieve the desired landscape screening requirements.
- c) On Tuesday, May 24th, Lisa Costa-Sanders and Kathy Hughes Anderson met with Mr. Massihpour at the site. They identified areas where the originally planted redwood trees had died and where additional screening would be required. Mr. Massihpour was also advised that an irrigation system is required as part of the project. At that time he said he was working with a nursery on a plant list and availability. Mr. Massihpour was told to bring me a revised drawing and a proposed plant list. He indicated that he would provide the revised plan in a couple of days. The plan has not to date been submitted.
- d) On Tuesday, June 7th, Lisa Costa-Sanders and Kathy Hughes Anderson visited the site again. Mr. Massihpour had already purchased 15 gal. *Prunus caroliniana* standards and had them located in planting pits, not along the fence, but about 10’ in from the fence. This higher location is preferable. He indicated he was planning on just planting these and not adding any larger trees. He also informed us that he does not plan to install an irrigation system at this time. Staff raised concern that a licensed landscape contractor was not doing the installation and irrigation. Staff is also concerned that the area will not be adequate site preparation and soil amending to ensure good growth. Again today, he was told to provide the Town with a revised planting plan and a plant list.
- e) Mr. Massihpour’s response to our concerns was that he cannot afford to hire a landscape contractor to do the work and he cannot afford to purchase larger plant material. He did indicate he would purchase some 24” box Redwood trees, but wants to be able to use the 15 gal. *Prunus caroliniana* he has on site. He indicated something to the effect that it would be cost prohibitive for him to purchase larger plant material. The 15 gal. standard shrubs he has are of a good size and quality for a 15 gallon. The Town landscape screening ordinance does state that “All new screening plantings shall be provided with a water efficient automatic irrigation system to be installed at the time of planting”. At the time of planting prior to construction the project required the installation of a temporary irrigation system. The plants initially planted died from not being watered. Mr. Massihpour did say that maybe he could put in a temporary drip system.

2. Submittal and approval of a revised drainage plan.

The drainage plan has gone through numerous changes. The revised plan was submitted several months ago and no response to the plan corrections has been submitted to date by Mr. Massihpour. Final approval of the project will require a complete drainage plan and site inspection to verify the system as approved is installed properly and functions as designed.

3. Submittal of an independent report verifying the grade contours approved for the project have been completed and the project is graded per the approved plans.

The original survey for the site was done by an independent survey firm and the results were recorded with the plans submittal. A part of the final approval for the grading for the project will include a second survey of the site to verify the elevations shown on the plans are the elevations actually on the site.

4. Final inspection and approval of the fire sprinkler system for the main house.

Prior to final approval the fire authority will inspect the fire sprinkler system to ensure it is installed properly and is fully operational. The fire authority also requires a separate alerting device to be installed in the house to alert the occupants if the fire sprinkler system is activated.

5. Exterior doors must be installed on the main house.

For security and safety all exterior doors must be installed prior to final approval of the project.

6. Inspection and approval of all remaining trades required by the approved plans for the project.

Numerous trades for the project have been inspected during the course of construction. Trades such as plumbing, mechanical, electrical are still being installed and all of the remaining work must be completed prior to the issuance of any permit to occupy the structure.

On June 7, 2011 I visited the site and found work in progress toward completion of the project. That progress includes:

- Approximately 90% of the finished flooring on the first floor has been completed
- The drywall has been completed, primed and painted.
- The fire sprinkler system installed in the guest house and in the garage have been inspected and approved by the Menlo Park Fire Protection District.
- The main electrical service has been completed.
- Cabinets are being installed in the kitchen.
- Most of the ceiling lighting has been installed and the electrician is continuing to trim out and finish the electrical outlets and switches.

At the time of inspection several items we identified to the property owner for review and correction. Mr. Massihpour was advised and will be working with his contractors to correct the items and complete the project.

CONCLUSION

Staff recommends that the City Council continues the actions of January 16, 2011.

FISCAL IMPACT

None

Prepared by:

Approved by:

Dennis Lockard
Interim Building Official

John H. Danielson
Interim City Manager



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 JUNE 15, 2011

**SUBJECT: 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**

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.

DISCUSSION

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).

- Nonspendable fund balance includes amounts that cannot be spent such as inventories and prepaid amounts.
- Restricted fund balance includes amounts with constraints placed on the use of resources by externally imposed or enabling legislation.

- Committed fund balance includes amounts that can only be used for specific purposes imposed by formal action of the government’s highest level of decision making authority. Those committed amounts cannot be used for any other purpose unless the constraints are removed by taking the same type of formal action previously taken to commit.
- Assigned fund balance includes amounts that are constrained by the government’s intent but are neither restricted nor committed. The intent can be expressed by the governing body itself or a body or official to which the governing body delegates the authority.
- Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Prior to GASB 54, nonspendable and restricted fund balance were previously reported as *reserved* fund balances. Committed, assigned, and unassigned were previously reported as *unreserved* fund balances.

Implementing GASB 54 to the Town’s special revenue funds are fairly straightforward as these funds’ resources are derived from taxes or other revenues collected for a *restricted* purpose with the exception of the Tennis Fund. Due to the fact that the Tennis Fund does not meet the GASB 54 definition of a special revenue fund, this fund will be reported as part of the General Fund in FY 2011 financial statements. Capital project funds balances may be either restricted or assigned.

The impact of GASB 54 to the General Fund is more significant. The new standard establishes a hierarchy of five fund balance classifications based primarily on the extent to which the government is bound to honor constraints on the resources reported in the fund. As a result, the General Fund reserve policy adopted by the City Council on May 19, 2010, will need to be revised for the implementation of GASB 54. The best way to explain the impact of GASB 54 on the Town’s General Fund financial statements is to illustrate how the June 30, 2010, fund balance for the General Fund would have been reported under the new standard.

Pre-GASB 54 General Fund Fund Balance

Fund balance (Note 7)	
Reserved for:	
Prepays	470
Unreserved:	
Designated for:	
Budget Stabilization	1,681,258
Emergency Disaster	1,681,258
Working Capital Reserve	560,419
Building Department Operating Reserve	1,030,636
Community Tree and Planting Maintenance	4,854
Undesignated	
General Fund	1,667,136
Special Revenue Funds	
Capital Projects Funds	
	<hr/>
Total Fund Balances	<u>6,626,031</u>

RESOLUTION NO. 10-20

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
RESCINDING RESOLUTION NO. 09-26 AND APPROVING A NEW GENERAL FUND
RESERVE POLICY

WHEREAS, on August 19, 2009, the City Council adopted Resolution 09-26
establishing a General Fund reserve policy;

WHEREAS, the City Council desires to modify the four-fifths (4/5) vote of the City
Council requirement to use reserves of the General Fund Reserve Policy;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of
Atherton does hereby rescind Resolution 09-26 and approve the general fund reserve policy
attached to this resolution as "Exhibit A".

* * * * *

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted
by the City Council of the Town of Atherton at a regular meeting thereof held on the 19th day of
May, 2010 by the following vote:*

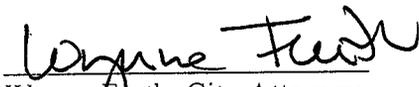
AYES: 3 Council Members: Lewis, Carlson, Marsala
NOES: 2 Council Members: McKeithen, Dobbie
ABSENT: Council Members:
ABSTAIN: Council Members:

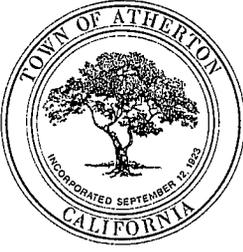

Kathy McKeithen, MAYOR
Town of Atherton

ATTEST:


Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:


Wynne Furth, City Attorney



Town of Atherton

Fund Balance Policy for the General Fund

Exhibit A

Purpose

To help the Town of Atherton provide quick response to weather economic uncertainty, unexpected situations such as natural disasters, provide sufficient cash flow to avoid the need for short-term borrowing. The policy establishes the appropriate level of reserves which the Town will strive to maintain in its General Fund balance; how the target fund balances will be funded; and the conditions under which fund balances can be used.

For purposes of this Policy, the definition of "reserves" is limited to the portion of fund balance that is *unreserved*. Unreserved is to mean not set aside for existing legal obligations of the Town.

1. Amounts Held in Reserve

The Town will strive to hold the amounts listed below in General Fund balance, expressed as a percentage of the Town's annual operating expenditures of the General Fund. These amounts are expressed as goal ranges to recognize that fund balance levels can fluctuate from year to year due to the normal course of Town government operations.

- 15-20% - Budget Stabilization Reserve for economic uncertainty, possible State borrowing of Town's fund, known or anticipated future obligations.
- 15-20% - Emergency Disaster Reserve for unforeseen events such as natural disasters, catastrophic accidents.
- 5-10% - Working Capital to provide sufficient cash flow.

2. Funding Target Fund Balance

Funding of General Fund balance targets will generally come from excess revenues over expenditures or one-time revenues. The reserves will be funded in the following priority order:

- Budget Stabilization
- Emergency Disaster

- Working Capital
- Self-insurance Reserve
- GASB 45 unfunded post-employment benefits other than pensions (retiree health-care)
- Capital improvement projects

3. Conditions for Use of Reserves

The use of reserves shall be limited to unanticipated, non-recurring needs, or anticipated future obligations. Fund balances shall not be used for normal or recurring annual operating expenditures.

The City Manager is authorized to make recommendations to the City Council for use of reserves. A majority vote of the City Council will be required to use reserves. Any recommendation shall be accompanied by a proposal for the replenishment of the reserves to the City Council.

In no circumstances shall the total General Fund reserve balance drop below 15% of the Town's annual operating expenditures for the General Fund.



Town of Atherton

Fund Balance Policy for the General Fund

Exhibit A

Purpose

To help the Town of Atherton provide quick response to weather economic uncertainty, unexpected situations such as natural disasters, provide sufficient cash flow to avoid the need for short-term borrowing. The policy establishes the appropriate level of reserves which the Town will strive to maintain in its General Fund balance; how the target fund balances will be funded; and the conditions under which fund balances can be used.

For purposes of this Policy, the definition of “reserves” is limited to the portion of fund balance that is *unreserved*. Unreserved is to mean not set aside for existing legal obligations of the Town.

1. Amounts Held in Reserve

The Town will strive to hold the amounts listed below in General Fund balance, expressed as a percentage of the Town’s annual operating expenditures of the General Fund. These amounts are expressed as goal ranges to recognize that fund balance levels can fluctuate from year to year due to the normal course of Town government operations.

- 15-20% - Budget Stabilization Reserve for economic uncertainty, possible State borrowing of Town’s fund, known or anticipated future obligations.
- 15-20% - Emergency Disaster Reserve for unforeseen events such as natural disasters, catastrophic accidents.
- 5-10% - Working Capital to provide sufficient cash flow.

2. Funding Target Fund Balance

Funding of General Fund balance targets will generally come from excess revenues over expenditures or one-time revenues. The reserves will be funded in the following priority order:

- Budget Stabilization
- Emergency Disaster

- Working Capital
- Self-insurance Reserve
- GASB 45 unfunded post-employment benefits other than pensions (retiree health-care)
- Capital improvement projects

3. Conditions for Use of Reserves

The use of reserves shall be limited to unanticipated, non-recurring needs, or anticipated future obligations. Fund balances shall not be used for normal or recurring annual operating expenditures.

The City Manager is authorized to make recommendations to the City Council for use of reserves. A majority vote of the City Council will be required to use reserves. Any recommendation shall be accompanied by a proposal for the replenishment of the reserves to the City Council.

In no circumstances shall the total General Fund reserve balance drop below 15% of the Town's annual operating expenditures for the General Fund.

RESOLUTION NO. 11-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
RESCINDING RESOLUTION NO. 10-20 AND APPROVING A NEW GENERAL FUND
RESERVE POLICY**

WHEREAS, on August 19, 2009, the City Council adopted Resolution 09-26 establishing a General Fund reserve policy; and

WHEREAS, on May 19, 2010, the City Council rescinded Resolution 09-26 and adopted Resolution 10-26 establishing a General Fund reserve policy.

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

1. Rescind Resolution 10-20; and
2. Approve the general fund reserve policy attached to this resolution as “Exhibit A” and incorporated herein by reference.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the th day of June, 2011, by the following vote:

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

James Dobbie, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Willaim Conners, City Attorney



Town of Atherton

Fund Balance Policy for the General Fund

Exhibit A

Purpose

To help the Town of Atherton provide quick response to weather economic uncertainty and unexpected situations such as natural disasters. The policy establishes the appropriate level of fund balance which the Town will strive to maintain in its General Fund and the conditions under which fund balance can be used.

For purposes of this Policy, the definition of “fund balance” is limited to the portion of fund balance that is not nonspendable and not restricted.

1. Committed Fund Balance

Emergency Disaster - the City Council’s formal commitment to set aside 15 percent (15%) of the actual annual General Fund operating expenditures specifically for emergency contingencies defined as a state or federal state of emergency or declaration of a local emergency as defined in the Atherton’s Municipal Code Section 2.44.010. The specificity is required in GASB 54.

Formal action by City Council is required to remove establish, modify, or rescind a fund balance commitment.

2. Assigned Fund Balance

Excess General Fund revenues over expenditures or one-time revenues can be assigned by City Council for:

- Emergency disaster
- Self-insurance reserve or other unfunded liabilities
- Capital improvement projects

The City Manager is authorized to assign amounts where the government’s intent is to use the funds for specific purposes.

3. Unassigned Fund Balance

The City Manager is authorized to make recommendations to the City Council for use of unassigned fund balance. A majority vote of the City Council will be required to use unassigned fund balance. Any recommendation shall be accompanied by a proposal for the replenishment of the unassigned fund balance to the City Council.

In no circumstances shall the total General Fund unassigned fund balance drop below 20% of the Town's actual annual operating expenditures for the General Fund.

4. Fund Balance Classification Policies and Procedures

If expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the Town shall reduce restricted amount first and then in the order of committed amounts, assigned amounts, unassigned amounts.



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 JUNE 15, 2011

**SUBJECT: APPROVAL OF A RESOLUTION ADOPTING THE FISCAL YEAR 2011-
2012 OPERATING AND CAPITAL BUDGET**

RECOMMENDATION

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

DISCUSSION

A draft General Fund budget was presented to the Finance Committee on April 11, 2011, which showed a projected General Fund deficit of \$855,781 of which \$525,064 is from building activities. The draft budget included 100% prefunding for the annual required contribution (ARC) for GASB 45 (unfunded retiree healthcare cost). Each department head is responsible for departmental revenue projection and justification for each expenditure appropriations request.

To ensure a "balanced" General Fund budget for FY 2011-2012, the Interim City Manager is examining alternative ways of delivering services to the community. The attached budget included utilizing both in-house staffing, outsourcing services, and labor concessions which would need to be accomplished through a "meet and confer" process with bargaining groups. Due to the pending reorganization, the attached FY 2011-2012 budget is being presented by the Interim City Manager to enable the Town to have appropriations approved by City Council for the new fiscal year beginning July 1, 2011.

Once the reorganization is completed, the Interim City Manager will bring back a revised budget in the near future. At that time, a budget book will be published.

FISCAL IMPACT

Please see the attached proposed FY 2011-2012 Operating and Capital Budget.

Prepared by:

Approved by:

Louise Ho, Finance Director

John Danielson, Interim City Manager

Attachment:

- Resolution Adopting the FY 2011-2012 Operating and Capital Budget
- FY 2011-2012 Operating and Capital Budget

FISCAL IMPACT

Please see the attached proposed FY 2010-11 budget book.

Prepared by:

Approved by:

Louise Ho, Finance Director

Jerome D. Gruber, City Manager

Attachment:

- Resolution Adopting the FY 2010-11 Operating and Capital Budget
- FY 2010-11 Budget Book

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
ADOPTING THE FISCAL YEAR 2011-2012 OPERATING AND CAPITAL BUDGET**

WHEREAS, the City Council of the Town of Atherton set June 15, 2011, at the Town of Atherton City Council Chambers, 94 Ashfield Road, Atherton, California, as the time and place for the public hearing on the adoption of the Fiscal Year 2011-2012 Operating and Capital Budget; and

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

WHEREAS, it appears to be in the best interest of the citizens of the Town of Atherton that the Fiscal Year 2011-2012 Operating and Capital Budget be adopted in the format set forth in Exhibit A, attached hereto, and by reference incorporated herein; and

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

NOW THEREFORE, BE IT RESOLVED, that the Fiscal Year 2011-2012 Operating and Capital Budget totaling \$15,076,891, which includes the General Fund Operating Budget of \$10,534,465, Other Funds Operating Budgets of \$1,357,452, and the Capital Budget of \$1,115,348, as set forth in Exhibit A, attached hereto and by reference incorporated herein, be adopted for Fiscal Year 2011-2012.

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

* * * * *

I hereby certify that the foregoing resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 15th day of June, 2011, by the following vote:

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

James Dobbie, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM

William Conners, City Attorney

EXHIBIT "A"

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

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

- Present Personnel Policies, Procedures, and Memorandum of Understanding, including salary schedules and benefits, except as hereinafter changed by resolution or ordinance of the City Council.
- The Expenditure Control Budget will show overall General Fund and other funds and/or departments.
- This system will apply to Operating and Capital Budget Expenditures as intended for use in Fiscal Year 2011-2012.
- All CIP encumbered expenditures from the Fiscal Year 2010-2011 Adopted/Adjusted Budget shall be carried forward and re-appropriated in Fiscal Year 2011-2012. Said encumbered expenditures to be re-appropriated in Fiscal Year 2011-12 must be initiated by the Public Works Director, recommended by the Finance Director, and approved by the City Manager.
- Capital Project Commitments: Capital projects for which funds are appropriated in the budget year shall have those funds restricted for use for that project. Such appropriations will continue to be valid in subsequent fiscal years until the project is completed or the Council takes subsequent action to de-appropriate all or part of the funds originally restricted. If a capital project requires an additional appropriation, then City Council approval shall be required.
- General Fund Fund Balance: The balance shall be established in accordance with the Fund Balance Policy for the General Fund as adopted by the City Council.
- The City Manager is authorized to make budget transfers within the same department. Any transfers between departments or funds shall require the approval of City Council.
- This budget system assumes existing service levels; Council approval will be required for any significant changes involving increased or decreased service levels.
- The Finance Department shall be responsible for constant monitoring of the budget and shall establish and implement appropriate control mechanisms necessary for said purpose after consultation with city staff and approval by the City Manager.
- A monthly financial report shall be made available by the Finance Director for each department and/or program and/or capital project.

Section 2: FY 2011-2012 all Funds Operating and Capital Budgets are hereby adopted, establishing the following revenue estimates and expenditure budgets:

Fund Name	Revenues	Expenditures	Transfer In/(Out)
General Fund	<u>9,422,767</u>	<u>10,534,465</u>	<u>1,116,000</u>
Tennis Fund	7,100	13,199	
COPS Grant	100,000	100,000	
Library Fund	790,000	321,694	
Evan Creative Design	900	8,565	
Equipment Replacement	96,892	84,330	
Worker's Compensation	65,445	164,000	
General Liability	271,184	169,384	
Employee Benefits	<u>1,078,344</u>	<u>496,280</u>	
Total Other Funds	<u>2,409,865</u>	<u>1,357,452</u>	-
Special Tax	1,860,000	254,875	(1,116,000)
Measure A	200,000	200,000	
Gas Tax	211,166	211,166	
Measure M (new fund)	75,000	75,000	
Capital Improvement	16,273	16,273	
Road Impact Fee	800,000	276,214	
Channel Drainage District	<u>81,820</u>	<u>81,820</u>	
Total Capital Projects	<u>3,244,259</u>	<u>1,115,348</u>	<u>(1,116,000)</u>
Total All Funds	<u><u>15,076,891</u></u>	<u><u>13,007,265</u></u>	-



TOWN OF ATHERTON

Budget Fiscal Year 2011-2012

TOWN OF ATHERTON, CA
City Council
June 2011

James Dobbie, Mayor
William Widmer, Vice Mayor
Jerry Carlson, Council Member
Elizabeth Lewis, Council Member
Kathy McKeithen, Council Member

Executive Staff

John Danielson, Interim City Manager
William Conners, City Attorney
Louise Ho, Finance Director
Duncan Jones, Public Works Director (retired)
Michael Kashiwagi, Interim Public Works Director
Michael Guerra, Chief of Police
Lisa Costa Sanders, Deputy Planner
Dennis Lockard, Interim Building Official

Town of Atherton									
General Fund 101									
Revenue Budget 2011-2012									
								Increase	
Acct #	Description	Actual 2007-08	Actual 2008-09	Actual 2009-10	Adopted Budget 2010-11	Adjusted Budget 2010-11	Requested Budget 2011-12	(Decrease) Over Prior Year Budget	% Change
101-00-40001-000	Secured Property Tax	4,187,323	4,453,344	4,740,094	4,799,250	4,745,000	4,792,450	47,450	1.0%
101-00-40002-000	Unsecured	249,861	276,459	308,347	250,000	253,799	260,000	6,201	2.4%
101-00-40004-000	SB813 Redemption (Suppl)	172,923	136,776	70,706	60,000	60,000	60,000	-	0.0%
101-00-40006-000	Prop Tax in Lieu of VLF (motor vehicle)	603,156	623,670	663,998	600,000	663,564	660,000	(3,564)	-0.5%
101-00-40008-000	Excess ERAF	489,941	543,116	750,175	530,000	695,112	600,000	(95,112)	-13.7%
101-00-42005-000	Property Transfer Tax	293,610	154,365	256,356	210,000	210,000	210,000	-	0.0%
	Total Property Taxes	5,996,813	6,187,730	6,789,676	6,449,250	6,627,475	6,582,450	(45,025)	-0.7%
101-00-41001-000	Sales & Use Tax General	130,061	91,563	86,287	65,000	65,000	90,000	25,000	38.5%
101-00-41002-000	Prop 172 Sales Tax for Police	74,163	56,103	59,600	50,000	55,000	60,000	5,000	9.1%
101-00-41004-000	In Lieu Sales Tax/Trip Flip	54,235	31,528	26,698	27,000	25,218	25,500	282	1.1%
	Total Sales Taxes	258,459	179,193	172,585	142,000	145,218	175,500	30,282	20.9%
101-00-42001-000	Franchise Taxes-Utilities	214,649	220,512	220,915	220,000	220,000	230,000	10,000	4.5%
101-00-42002-000	Franchise Tax-Cal Water	73,986	72,912	79,932	73,000	73,000	80,000	7,000	9.6%
101-00-42003-000	Franchise Tax-Garbage	167,454	217,875	169,340	160,000	180,000	200,000	20,000	11.1%
101-00-42004-000	Franchise Taxes-Cable	104,311	126,500	100,455	102,000	102,000	102,000	-	0.0%
	Total Franchise Fees	560,400	637,798	570,642	555,000	575,000	612,000	37,000	6.4%
101-00-40005-000	Homeowners Exemption	31,582	31,752	33,416	40,616	33,988	34,000	12	0.0%
101-00-40007-000	Motor Veh. Lic Fees (MVLF)	-	25,401	21,983	23,000	18,000	18,000	-	0.0%
101-00-45008-000	SB 90 (mandated cost) reimb.	5,571	-	1,219	-	3,982	-	(3,982)	-100.0%
	Total Intergovernmental	37,153	57,153	56,618	63,616	55,970	52,000	(3,970)	-7.1%
101-00-43001-000	Business Licenses	595,292	134,583	129,990	150,000	145,000	150,000	5,000	3.4%
101-00-43002-000	Bus Lic Refund -FY 06/07	-	(167,850)	43,425	-	-	-	-	0.0%
101-00-43003-000	Bus Lic Refund -FY 07/08	-	(208,216)	36,751	-	-	-	-	0.0%
101-00-43004-000	Bus Lic Refund -FY 08/09	-	(74,480)	6,866	-	-	-	-	0.0%
	Total Business License Tax	595,292	(315,962)	217,032	150,000	145,000	150,000	5,000	3.4%
101-00-47001-000	Home Occupation Permit	10,270	1,950	500	500	800	800	-	0.0%
101-00-47019-000	Zoning & Planning Fees	38,600	69,912	175,327	200,000	180,000	180,000	-	0.0%
	Total Planning Revenue	48,870	71,862	175,827	200,500	180,800	180,800	-	0.0%
101-00-47002-025	Building Permit Fee	1,052,397	620,664	466,080	516,000	516,000	602,000	86,000	16.7%
101-00-47004-025	Grading & Drainage	-	-	52,420	48,000	56,000	60,000	4,000	7.1%
101-00-47009-025	Photocopy Fee	-	-	1,680	-	1,000	1,000	-	0.0%
	Landscape Fee	7,950	(5,000)	-	-	-	-	-	0.0%
101-00-47021-025	Plan Check Fee	404,377	394,227	370,992	284,000	284,000	304,000	20,000	7.0%
101-00-47030-025	Tree Removal Plan Check	-	-	10,052	-	10,054	10,000	(54)	-0.5%
101-00-47034-025	Contract Plan Review Services	-	-	-	-	138,583	-	(138,583)	-100.0%
101-00-47035-025	Contract Inspection Services	-	-	-	-	-	-	-	0.0%
101-00-48502-025	Miscellaneous Income	-	-	249	-	-	-	-	0.0%
	Total Building Revenue	1,464,724	1,009,891	901,473	848,000	1,005,637	977,000	(28,637)	-2.8%
101-00-44001-040	Municipal & Vehicle Code Fines	12,914	10,779	8,557	4,000	15,000	18,000	3,000	20.0%
101-00-44002-040	Other Fines & Forfeiture (County)	6,252	31,629	29,488	20,000	20,000	29,000	9,000	45.0%
101-00-45006-040	CA State 911 Grant	-	39,200	-	-	-	-	-	0.0%
101-00-45007-040	POST Reimb	8,097	13,846	14,990	8,500	5,500	8,500	3,000	54.5%
101-00-45009-040	CALNENA Reimb	-	-	-	-	-	-	-	0.0%
101-00-45010-040	CLEARs Reimb	-	-	-	-	-	-	-	0.0%
101-00-45011-040	DOJ Grant (vests)	-	-	406	-	-	500	500	100.0%
101-00-45012-040	DUI Grant	-	-	9,901	-	5,112	6,000	888	17.4%
101-00-45013-040	React Task Force Reimb	106,571	55,819	-	-	-	-	-	0.0%
101-00-45017-040	ABAG Grant	-	-	18,338	-	7,280	7,000	(280)	-3.8%
101-00-45019-040	Federal SRO Grant	64,174	-	-	-	-	-	-	0.0%
101-00-45014-040	Narcotics Task Forces	60,437	-	-	-	-	-	-	0.0%
101-00-47005-040	Other Licenses & Permit	-	-	330	-	400	400	-	0.0%
101-00-47009-040	Photocopy Fee	-	-	210	-	-	-	-	0.0%
101-00-47011-040	Alarm Sign Fees	930	900	1,200	600	600	600	-	0.0%
101-00-47012-040	Vehicle Release	1,660	2,400	1,050	1,000	2,000	2,500	500	25.0%
101-00-47013-040	Police Report	3,345	3,000	4,410	2,500	1,000	1,500	500	50.0%
101-00-47014-040	Fingerprinting Fee	-	-	115	-	106	275	169	159.4%
101-00-47015-040	Affidavit of Cost	-	5,964	200	600	-	300	300	100.0%
101-00-47016-040	Special Service Fee	4,369	2,477	1,909	250	2,202	2,500	298	13.5%
101-00-47017-040	Solicitor's Permit	-	-	127	400	-	400	400	100.0%
101-00-47018-040	Disaster Assistance Reimb	-	-	-	-	32,750	-	(32,750)	-100.0%
101-00-48501-040	Donation/Contribution	-	-	14,286	-	60,500	-	(60,500)	-100.0%
101-00-48502-040	Miscellaneous Income	-	-	472	-	417	-	(417)	-100.0%
	Total Police Revenue	268,749	166,014	105,990	37,850	152,867	77,475	(75,392)	-49.3%
101-00-45005-050	C/CAG AB 1546	-	-	12,783	-	13,535	12,535	(1,000)	-7.4%
101-00-45019-050	ABAG Grant	-	-	1,459	-	4,734	5,000	266	5.6%
101-00-45021-053	Highway Maint Reimbursement	-	-	71,400	35,700	35,700	35,700	-	0.0%
101-00-47003-050	Encroachment	130,651	159,572	178,111	140,000	140,000	140,000	-	0.0%
101-00-47009-050	Photocopy Fee	-	-	4,610	-	1,800	-	(1,800)	-100.0%

Town of Atherton									
General Fund 101									
Revenue Budget 2011-2012									
								Increase	
								(Decrease)	
								Over Prior	%
Acct #	Description	Actual 2007-08	Actual 2008-09	Actual 2009-10	Adopted Budget 2010-11	Adjusted Budget 2010-11	Requested Budget 2011-12	Year Budget	Change
101-00-47021-050	Plan Check Fee			1,180				-	0.0%
101-00-48503-053	Property Damage Reimb			16,985				-	0.0%
	Total DPW Revenue	130,651	159,572	286,528	175,700	195,769	193,235	(2,534)	-1.3%
101-00-47022-058	Social Fees	336,256	108,318	60,150	70,000	92,000	70,000	(22,000)	-23.9%
101-00-47023-058	Meeting Fees	50,533	53,429	68,394	70,000	80,000	70,000	(10,000)	-12.5%
101-00-47024-058	Misc. Use Fee	4,750	4,874	2,480	1,500	2,500	1,000	(1,500)	-60.0%
101-00-47025-058	Class Fees	2,797	11,000	14,011	13,000	10,000	10,000	-	0.0%
101-00-47028-058	Weddings		102,916	95,585	150,000	120,000	90,000	(30,000)	-25.0%
101-00-48501-058	Donation/Contribution			400				-	0.0%
	Total Park Program Revenue	394,335	280,537	241,000	304,500	304,500	241,000	(63,500)	-20.9%
101-00-44003-000	Heritage Tree Damage Fee			4,854				-	0.0%
101-00-45016-025	DOC Grant			5,000	5,000	-		-	0.0%
101-00-45017-000	ABAG Grant				12,300	-		-	0.0%
101-00-45019-000	Grant	97,871	18,880					-	0.0%
101-00-45020-000	Other Reimbursements	108,855	19,685	3,383				-	0.0%
101-00-47005-000	Other Licenses & Permit	1,091	1,448	1,400	500	225		(225)	-100.0%
101-00-47007-000	Elections Processing Fee	-	2,000					-	0.0%
101-00-47008-000	Document/Research Fee	1,138						-	0.0%
101-00-47009-000	Photocopy Fee	3,540	7,847	44	5,000	25	25	-	0.0%
101-00-48001-000	Interest Income	80,350	162,441	90,224	60,000	50,000	50,000	-	0.0%
101-00-48002-000	Cell Antenna Lease	37,239	33,114	37,807	36,000	39,697	41,682	1,985	5.0%
101-00-48003-000	Property Rental - Playschool	74,448	71,371	77,575	77,580	77,580	77,600	20	0.0%
101-00-48004-000	Sale of Property			501				-	0.0%
101-00-48005-000	Post Office	51,762	51,762	47,449	25,000	25,000	10,000	(15,000)	-60.0%
101-00-48502-000	Miscellaneous Income	45,648	61,290	(18,058)	10,000	1,000	2,000	1,000	100.0%
	SMIP Fees	13,099						-	0.0%
101-00-48501-000	Donations/Contributions	3,985	12,176					-	0.0%
101-00-48505-000	Escheated Unclaimed Property					75,655		(75,655)	-100.0%
	Total Misc. Revenues	519,026	442,015	250,179	231,380	269,182	181,307	(87,875)	-32.6%
	Total Operating Revenues	10,274,473	8,875,803	9,767,551	9,157,796	9,657,418	9,422,767	(234,651)	-2.4%
	Expenditures								
	City Council Department	45,434	38,514	13,784	29,875	29,875	34,328	4,453	14.9%
	Administration Department	644,548	739,628	798,547	811,456	816,754	819,617	2,863	0.4%
	City Attorney Department	604,016	450,924	454,304	300,000	400,000	322,000	(78,000)	-19.5%
	Finance Department*	397,315	437,868	601,186	620,857	666,214	654,548	(11,666)	-1.8%
	Planning Department	383,214	284,479	195,255	193,980	193,980	192,647	(1,333)	-0.7%
	Building Department	1,425,663	1,058,249	1,068,427	1,226,728	1,350,464	1,026,293	(324,171)	-24.0%
	Non-Department	24,936	151,664	484,552	520,848	572,681	563,004	(9,677)	-1.7%
	Police Department	4,920,505	4,900,697	5,182,288	5,016,223	4,980,227	5,120,029	139,802	2.8%
	Public Works Department (adj)	1,977,735	1,970,904	1,953,742	1,874,950	1,955,831	1,802,000	(153,831)	-7.9%
	Total Operating Expenditures	10,423,366	10,032,927	10,752,085	10,594,917	10,966,026	10,534,465	(431,561)	-3.9%
	Settlement Expenses			456,305				-	0.0%
	Excess (Deficiency) of Revenues Over Expenditures	(148,893)	(1,157,124)	(1,440,839)	(1,437,121)	(1,308,608)	(1,111,698)	196,910	-15.0%
	Other Financing Sources/(Uses)								
	Trsrfr in/(out) Special Parcel Tax Fund		350,000	780,863	888,463	888,463	1,116,000	227,537	25.6%
	Trsrfr in/(out) Road Impact Fee Fund					(902,355)	-	902,355	-100.0%
	Trsrfr in/(out) Park Well Fund	(4,834)	12,032						
	Trsrfr in/(out) Admin Service Fund		50,000						
	Trsrfr in/(out) Facilities Construction Fd	(1,805,144)		82,735					
	Total Transfers In/(Out)	(1,809,978)	412,032	863,598	888,463	(13,892)	1,116,000	1,129,892	-8133.4%
	Incr/(Decr) of Bldg Dept Operating Reserve**				(547,458)	(528,557)	(189,089)	339,468	-64.2%
	Incr/(Decr) of General Fund Reserve	(1,958,871)	(679,577)	(577,241)	(793,943)	(793,943)	193,391	987,334	-124.4%
	Net Change in Fund Balance	(1,958,871)	(679,577)	(577,241)	(547,458)	(1,322,500)	4,302	1,326,802	-100.3%
	Beginning Fund Balance	9,841,724	7,882,853	7,203,276	6,626,035	6,626,035	5,303,535	(1,322,500)	-20.0%
	Ending Fund Balance	7,882,853	7,203,276	6,626,035	6,078,577	5,303,535	5,307,837	4,302	0.1%
	* Finance FY 2008 & FY 2009 showed without fund 612.					Bldg Reserve	726,305		
	**Allocated overhead cost of \$168,730 for FY 2010, FY 2011, and \$139,796 for FY 2012.					GF Reserve	4,581,532		
							5,307,837		

Town of Atherton								
City Council Department								
Budget 2011-2012								
							Increase	
					Adopted	Requested	(Decrease)	
		Actual	Actual	Actual	Budget	Budget	Over Prior	%
Account	Description	2007-08	2008-09	2009-10	2010-11	2011-12	Year Budget	Change
101-11-53016-011	Utilities - Water				625	625	-	0.0%
101-11-53024-011	Advertising/Publishing		435	480	3,000	4,000	1,000	33.3%
101-11-53033-011	Rent - Mach & Equip				3,600		(3,600)	-100.0%
101-11-53501-011	Administrative Services	381	381				-	0.0%
101-11-53502-011	Computer Services Charge	796	796				-	0.0%
101-11-54002-011	Bus Meeting & Meals			80	-	800	800	100.0%
101-11-54003-011	Conferences	10,480	6,969	2,155	3,000	5,000	2,000	66.7%
101-11-54004-011	Training & Workshops				-	1,000	1,000	100.0%
101-11-54007-011	Membership/Dues	18,340	16,304	8,400	8,400	7,203	(1,197)	-14.3%
101-11-54008-011	Mileage Reimbursement			57	500	500	-	0.0%
101-11-54010-011	Other Contract Services	14,661	9,400				-	0.0%
101-11-54018-011	Boards & Commissions				2,000	1,000	(1,000)	-50.0%
101-11-54019-011	Special Events & Awards	50	438	139	-	-	-	0.0%
101-11-55002-011	Office Supplies	726	3,792	2,473	1,750	1,200	(550)	-31.4%
101-11-57007-011	Office Equip & Furniture				7,000	13,000	6,000	85.7%
	Total City Council	45,434	38,514	13,784	29,875	34,328	4,453	14.9%

Town of Atherton									
Administration Department									
Budget 2011-2012									
					Adopted	Adjusted	Requested	(Decrease)	
		Actual	Actual	Actual	Budget	Budget	Budget	Over Prior	%
Account	Description	2007-08	2008-09	2009-10	2010-11	2011-11	2011-12	Year Budget	Change
101-12-50001-012	Regular Salaries	270,079	329,532	461,316	454,880	456,973		(456,973)	-100.0%
101-12-50005-012	Temporary Help	52,815	66,537					-	0.0%
101-12-50006-012	Overtime	428	4,798	1,094	5,000	4,000		(4,000)	-100.0%
101-12-50013-012	EE Benefits Earned			4,551	4,549	4,549		(4,549)	-100.0%
101-12-51001-012	Medicare Tax	4,729	6,164	6,693	6,596	6,596		(6,596)	-100.0%
101-12-51002-012	Social Security Tax	3,274	3,900					-	0.0%
101-12-51003-012	PERS Retire Contrib- ER	40,156	71,362	62,079	59,899	59,899		(59,899)	-100.0%
101-12-51004-012	PERS Retire Contrib- EE			29,591	31,842	31,842		(31,842)	-100.0%
101-12-51005-012	Deferred Compensation	658			-	-		-	0.0%
101-12-51007-012	STD Insurance			4,239	768	768		(768)	-100.0%
101-12-51008-012	Health Insurance-Active	20,326	27,380	38,228	49,769	49,769		(49,769)	-100.0%
101-12-51009-012	Health Insurance-Retirees			91,898	95,713	95,713		(95,713)	-100.0%
101-12-51010-012	Dental Insurance	1,956	4,172	6,547	6,778	6,778		(6,778)	-100.0%
101-12-51011-012	Vision Insurance	269	478	640	719	719		(719)	-100.0%
101-12-51013-012	Workers' Compensation	426	882	760	960	960		(960)	-100.0%
101-12-51014-012	Life & ADD Insurance	693	951	880	854	854		(854)	-100.0%
101-12-51015-012	LTD Insurance	2,265	5,548	5,862	2,663	2,663		(2,663)	-100.0%
101-12-51016-012	Unemployment Insurance		6,750	4,630	4,549	4,549		(4,549)	-100.0%
101-12-51019-012	Auto Allowance	3,138	4,800	4,800	4,800	4,800		(4,800)	-100.0%
101-12-51020-012	Educational Reimbursement				1,000	1,000		(1,000)	-100.0%
	Salary Savings					(249,305)		249,305	-100.0%
	Labor Cost						623,544	623,544	100.0%
	Total Salaries & Benefits	401,214	533,255	723,807	731,338	483,126	623,544	140,418	29.1%
101-12-52008-012	Labor Relation Services		11,921	13,050	16,360	16,360	30,000	13,640	83.4%
101-12-52022-012	Contract City Manager					128,611		(128,611)	-100.0%
101-12-52023-012	Contract Human Resources					32,000	48,000	16,000	50.0%
	Contract Risk Management						30,000	30,000	100.0%
101-12-53002-012	Other Equip Repair & Maint	128	1,544	1,774	6,000	6,000	4,500	(1,500)	-25.0%
101-12-53014-012	Utilities - Electricity		39	6,388	5,500	5,500	6,500	1,000	18.2%
101-12-53015-012	Utilities - Gas			267	650	650	650	-	0.0%
101-12-53016-012	Utilities - Water			465	485	485	485	-	0.0%
101-12-53018-012	Utilities - Telephone	23,000	5,051	147	-	-	-	-	0.0%
101-12-53024-012	Advertising - Noticing	40,483	21,340	6,122	3,000	3,000	4,000	1,000	33.3%
101-12-53025-012	External Printing Services			12,322	6,800	6,800	2,400	(4,400)	-64.7%
101-12-53026-012	Recruitment Costs				1,000	6,711	35,000	28,289	421.5%
101-12-53501-012	Administrative Services	22,912	22,912					-	0.0%
101-12-53502-012	Computer Services	7,418	7,403					-	0.0%
101-12-54002-012	Business Meetings & Meals			699	1,430	1,430	800	(630)	-44.1%
101-12-54003-012	Conferences	2,828	4,061	4,849	4,908	3,408	2,208	(1,200)	-35.2%
101-12-54004-012	Training and Workshops	3,390		330	4,400	4,400	4,400	-	0.0%
101-12-54005-012	Subscriptions	208	506	185	600	600	205	(395)	-65.8%
101-12-54007-012	Memberships & Dues	8,761	14,323	12,166	15,613	15,613	15,475	(138)	-0.9%
101-12-54008-012	Mileage Reimbursement			25	500	500	250	(250)	-50.0%
101-12-54010-012	Other Contract Services	119,773	70,258	4,751		86,000		(86,000)	-100.0%
101-12-54012-012	Disaster Preparedness		14,993	275				-	0.0%
101-12-54019-012	Special Events & Awards	8,358	4,255	1,709	2,800	2,800	1,000	(1,800)	-64.3%
101-12-54020-012	Election Expense	362	22,647		-	-	-	-	0.0%
101-12-55002-012	Office Supplies	5,713	4,599	5,936	6,872	6,872	6,000	(872)	-12.7%
101-12-55017-012	Postage			1,325	1,200	1,200	1,200	-	0.0%
101-12-57006-012	Computer Equipment/Software		27	1,401	2,000	3,500	3,000	(500)	-14.3%
101-12-57007-012	Office Equip & Furn		493	555	-	1,188	-	(1,188)	-100.0%
	Total Operations	243,334	206,374	74,740	80,118	333,628	196,073	(137,555)	-41.2%
	Total Admin Dept	644,548	739,628	798,547	811,456	816,754	819,617	2,863	0.4%

	Administration		
	101-12		
			FY 2012
Account No. & Title	Quantity, brief description and justification of items requested		Requested Appropriations
Labor Cost	Staffing cost for Admin Dept		623,544
Contract Human Resources	HR support, training, classification and compensation study		48,000
Contract Risk Management	Risk management review and support		30,000
Recruitment Costs	Fingerprints, job posting, oral panel working lunch		35,000
Labor Relations Svcs	Labor negotiation		30,000
Equip Repair & Maint	Misc. repairs of equipment	1,500	
	Maint agreement for copier and overage of copies made	3,000	4,500
Advertising - Noticing	City Clerk Public Noticing, etc.	2,000	
	Legal Noticing - Ordinances	2,000	4,000
Training & Workshops	City Clerk - Technical Track for Clerks -to receive Certified Municipal Clerk status (CMC)	2,400	
	Town wide Policy Training 2/year (HR compliance)	2,000	4,400
Office Supplies	Pens, paper, envelopes, binders, paper clips, etc., file materials for records retention and destruction	5,000	
	Record destruction plastic storage containers for permanent docs, file materials	1,000	6,000
Subscriptions	Employment Law Posters		205
Memberships & Dues	CalOpps - recruitment posting on website	1,500	
	SCERS - negotiations related	6,950	
	San Mateo County Employee Relations Consortium (SMCERC) - training and legal counsel	4,450	
	City Clerk - CCAC	135	
	San Mateo County City Manager's Association	250	
	International City/County Management Association (ICMA) - City Manager	1,440	
	CA City Management Foundation - CM membership	400	
	Code Publishing Inc. Web site hosting	350	15,475
Mileage Reimburse	Council deliveries		250
Printing - Extl Servs	Athertonian - 4 times a year \$2400 / 2 times a year \$1200		2,400
Postage	Athertonian mailing USPS BRM Permit #26		1,200
Utilities - Electricity	Admin Office		6,500
Utilities - Gas	Admin Office ABAG gas		650

Town of Atherton										
City Attorney Department										
Budget 2011-2012										
								Increase		
								(Decrease)		
			Actual	Actual	Actual	Adopted	Adjusted	Requested	Over Prior	%
Account	Description	2007-08	2008-09	2009-10	2010-11	2010-11	2010-11	2011-12	Year Budget	Change
101-16-52002-016	City Attorney - Retainer	101,500	150,032	110,000	132,000	132,000	132,000	132,000	-	0.0%
101-16-52003-020	City Attorney - Planning			23,414	22,000	22,000	20,000	20,000	(2,000)	-9.1%
101-16-52004-025	City Attorney - Building			5,857	12,000	12,000	10,000	10,000	(2,000)	-16.7%
101-16-52005-050	City Attorney - DPW Eng			13,579	14,000	14,000	10,000	10,000	(4,000)	-28.6%
101-16-52006-016	City Attorney - Other Services	118,079	114,035	300,331	120,000	220,000	150,000	150,000	(70,000)	-31.8%
101-16-52007-016	Attorney - Other Legal	304,647	148,622	1,123					-	0.0%
101-16-52008-016	Labor Relations Service	3,081	14,800						-	0.0%
101-16-53022-016	Liability Claims	10,000							-	0.0%
101-16-53501-016	Administrative Services	2,638	2,638						-	0.0%
101-16-53502-016	Computer Service Charge	3,590	3,590						-	0.0%
101-16-54010-016	Other Contract Services	60,481	17,207						-	0.0%
	Total City Attorney	604,016	450,924	454,304	300,000	400,000	322,000	322,000	(78,000)	-19.5%

	City Attorney Department	
	101-16	
		FY 2012
Account No. & Title	Quantity, brief description and justification of items requested	Requested Appropriations
City Attorney - Retainer	Monthly retainer	132,000
City Attorney - Planning	Development project review and legal support	20,000
City Attorney - Building	Development project review and legal support	10,000
City Attorney - DPW Eng	Legal support to DPW- Engineering Dept	10,000
City Attorney - Other Services	Additional services	150,000
	Total City Attorney Dept	322,000

		Finance		
		101-18		
				FY 2012
	Account No.	Quantity, brief description and justification		Requested
	& Title	of items requested		Appropriations
	Labor Cost	staffing cost for Finance Dept		502,938
	Audit & Financial	FY 2011 Audit (40% of total for final field work)	16,624	
		FY 2012 Audit (60% of total for interim work)	26,572	
		FY 2011 State Controller Report - Town	5,650	
		GASB 45 actuarial valuation of OPEB	8,500	
		Statistical Report for FY 2011 CAFR	1,000	58,346
	Technical Service	Springbrook annual maintenance fee	14,657	
		Springbrook project management module maintenance (if approved)	1,398	
		Harris (Wintegrate) one license maintenance fee	1,800	17,855
	Equip Maint	misc repair for office equip and laser printers		1,000
	Printing - Extl Servs	FY 2011 financial report, form 1099, W-2s		2,000
	Training & Workshops	Springbrook Client Conference - Finance Director	1,000	
		CalPERS Educational Forum - Finance Director	1,000	
		GFOA, CSMFO, Springbrook, payroll tax training for finance staff	2,500	
		SMCERC	84	4,584
	Other Contract Services	Investment advisory service	12,000	
		State mandated cost (SB90) claiming service	2,625	14,625
	Bus License Process Fee	Payment to MuniServices at \$20 per license issued (contract exp. 9/1/2013)		19,500
	Office Supplies	Binders, folders, storage boxes, copy paper, ink cartridges, budget book supplies, envelopes		2,500
	Subscriptions	Wall Street Journal, GASB, GFOA books		750
	Misc Comp Part & Supp	Keyboard tray, mouse, ups, misc. software		500
	Memberships & Dues	GFOA, CSMFO, CMTA, PERS PAC, CMRTA	650	
		Springbrook National User Group	50	
		State Board of Accountancy CPA license renewal	200	
		California Society of CPA	400	1,300
	Utilities - Telephone	See Non-dept for the cost to be allocated		-
	Conferences	CSMFO Annual Conference - Finance Director	1,000	
		CSMFO/CMTA joint lunch meetings - Finance Director	250	1,250
	Mileage Reimbursement	Use of private vehicles for training & meeting		600
	Banking Services	Account analysis fees	10,000	
		A/P and payroll check stock, deposit slips and bags	2,000	
		Armored car service	1,800	13,800

		Finance		
		101-18		
				FY 2012
	Account No.	Quantity, brief description and justification		Requested
	& Title	of items requested		Appropriations
	Computer Equip/Software	Replacement of 2 old computers		3,000
	Trsfr to Equip Replace Fd	For future financial system upgrade		10,000
			Total Operations	151,610
			Total Finance Dept	654,548

Town of Atherton										
CDD Planning										
Budget 2011-2012										
								Increase		
								(Decrease)		
			Actual	Actual	Actual	Adopted	Adjusted	Requested	Over Prior	%
Account	Description	2007-08	2008-09	2009-10	2010-11	2010-11	2010-11	2011-12	Year Budget	Change
101-20-52011-020	Contract Planner	282,146	192,313	165,847	187,050	187,050	187,050	187,050	-	0.0%
101-20-52013-020	Zoning Code Update	80,417	17,239						-	0.0%
101-20-52014-020	General Plan Update		1,790		-	-	-	-	-	0.0%
101-20-52015-020	Housing Element	912	68,327	22,777	-	-	-	-	-	0.0%
101-20-52016-020	Historical Artifacts	7,090	2,400						-	0.0%
101-20-53002-020	Other Equip Repair & Maint							360	360	100.0%
101-20-53014-020	Utilities - Electricity			181	230	230	225	225	(5)	0.0%
101-20-53015-020	Utilities - Gas			85	150	150	160	160	10	6.7%
101-20-53016-020	Utilities - Water			106	50	50	40	40	(10)	-20.0%
101-20-53024-020	Advertising/Noticing	448	1,392	998	2,000	2,000	2,000	2,000	-	0.0%
101-20-53025-020	Printing - External Service			408	2,500	2,500			(2,500)	-100.0%
101-20-53033-020	Rent - Mach & Equip						612	612	612	100.0%
101-20-54010-020	Other Contract Services	12,016	965	3,383					-	0.0%
101-20-55002-020	Office Supplies		53	1,114	2,000	2,000	2,200	2,200	200	10.0%
101-20-55017-020	Postage	185		356					-	0.0%
	Total Planning	383,214	284,479	195,255	193,980	193,980	192,647	192,647	(1,333)	-0.7%

		Planning	
		101-20	
			FY 2012
	Account No.	Quantity, brief description and justification	Requested
	& Title	of items requested	Appropriations
	Contract Planner Svs	Neal Martin & Associates services. Town Planner: +/- 16 hours/month; Deputy Town Planner: +/- 80 hours per month; Assistant Planner: +/- 83 hours per month	187,050
	Advertising - Noticing	Newspaper publication of legal notices	2,000
	Other Eq Repair & Maint	Planning share of MX-M453 Sharp copier annual maint cost	360
	Rent - Mach & Equip	Planning share of MX-M453 Sharp copier annual lease	612
	Office Supplies	paper, pens, etc.	2,200
	Utilities - Electricity	PG&E	225
	Utilities - Gas	ABAG gas	160
	Utilities - Water	Cal water	40
		Total Planning	192,647

Town of Atherton									
Building Department									
Budget 2011-2012									
								Increase	
								(Decrease)	
								Over Prior	%
Account	Description	Actual 2007-08	Actual 2008-09	Actual 2009-10	Adopted Budget 2010-11	Adjusted Budget 2010-11	Requested Budget 2011-12	Year Budget	Change
101-25-50001-025	Regular Salaries	472,102	555,490	624,304	623,437	650,720		(650,720)	-100.0%
101-25-50005-025	Temporary Help	4,905						-	0.0%
101-25-50006-025	Overtime	-		176				-	0.0%
101-25-50008-025	Vacation/Comp Time Payout					6,603		(6,603)	-100.0%
101-25-50013-025	EE Benefits Earned			6,048	6,234	6,234		(6,234)	-100.0%
101-25-51001-025	Medicare	7,040	8,064	9,088	9,040	9,040		(9,040)	-100.0%
101-25-51002-025	Social Security Tax	309						-	0.0%
101-25-51003-025	PER Retire Contrb- ER	96,765	112,325	82,511	82,094	82,094		(82,094)	-100.0%
101-25-51004-025	PERS Retire Contrb- EE			39,083	43,641	43,641		(43,641)	-100.0%
101-25-51007-025	STD Insurance			7,968	1,363	1,363		(1,363)	-100.0%
101-25-51008-025	Health Insurance-Active	65,769	73,627	80,305	90,202	90,202		(90,202)	-100.0%
101-25-51009-025	Health Insurance-Retirees			110,410	119,276	119,276		(119,276)	-100.0%
101-25-51010-025	Dental Insurance	7,171	7,739	10,265	11,669	11,669		(11,669)	-100.0%
101-25-51011-025	Vision Insurance	1,211	1,294	1,491	1,627	1,627		(1,627)	-100.0%
101-25-51013-025	Workers' Compensation	18,907	23,305	26,732	709	709		(709)	-100.0%
101-25-51014-025	Life & ADD Insurance	1,265	868	750	882	882		(882)	-100.0%
101-25-51015-025	LTD Insurance	7,668	8,988	8,055	4,384	4,384		(4,384)	-100.0%
101-25-51015-025	Uniforms				600	600		(600)	-100.0%
101-25-51016-025	Unemployment Insurance			6,352	6,234	6,234		(6,234)	-100.0%
101-25-51019-025	Auto Allowance	10,800	13,661	11,642	16,260	16,260		(16,260)	-100.0%
	Salary Savings					(122,319)		122,319	-100.0%
	Labor Cost						845,415	845,415	100.0%
	Total Salaries & Benefits	693,910	805,362	1,025,180	1,017,652	929,219	845,415	(83,804)	-9.0%
101-25-52012-025	Contract Plan Review Services	31,885	41,139			96,037		(96,037)	-100.0%
101-25-52017-025	Technical Service			9,415	9,915	9,915	10,000	85	0.9%
101-25-52018-025	Code Enforcement	67,080	37,288					-	0.0%
101-25-52020-025	Contract Building Official					101,132		(101,132)	-100.0%
101-25-52021-025	Contract Inspection Services					15,000		(15,000)	-100.0%
101-25-53001-025	Vehicle Repair & Maint			116	600	600		(600)	-100.0%
101-25-53002-025	Other Equip Repair & Maint	900	1,055	1,240	1,500	1,500	360	(1,140)	-76.0%
101-25-53008-025	Custodial Services	2,359	2,188					-	0.0%
101-25-53014-025	Utilities - Electricity	1,013	774	1,083	1,000	1,000	1,400	400	40.0%
101-25-53015-025	Utilities - Gas			509	900	900	950	50	5.6%
101-25-53016-025	Utilities - Water		28	439	300	300	200	(100)	-33.3%
101-25-53018-025	Utilities - Telephone	1,919	2,148	1,605	1,650	1,650		(1,650)	-100.0%
101-25-53024-025	Advertising/Publishing							-	0.0%
101-25-53033-025	Rent - Mach & Equip						612	612	100.0%
101-25-53501-025	Administrative Services	38,337	38,337					-	0.0%
101-25-53502-025	Trsfr to Computer Service	10,021	10,021					-	0.0%
101-25-53503-025	Trsfr to Equip Replace Fd			10,000	10,000	10,000	10,000	-	0.0%
101-25-54003-025	Conferences	177	490		2,000	1,000		(1,000)	-100.0%
101-25-54004-025	Training & Workshop			2,141	4,850	3,264		(3,264)	-100.0%
101-25-54005-025	Subscriptions			301	3,100	3,100		(3,100)	-100.0%
101-25-54007-025	Memberships & Dues	590	6,715	845	1,205	1,205		(1,205)	-100.0%
101-25-54008-025	Mileage Reimbursement			150				-	0.0%
101-25-54010-025	Other Contract Services	538,463	3,365	2,251				-	0.0%
101-25-54010-025	Building Inspection		74,777					-	0.0%
101-25-54011-025	Environment Programs	19,581	17,732					-	0.0%
101-25-55002-025	Office Supplies	12,484	5,180	4,528	4,100	4,100	2,500	(1,600)	-39.0%
101-25-55003-025	Microfilms	4,543	5,665	7,359	7,000	7,000		(7,000)	-100.0%
101-25-55006-025	Safety Supplies & Mats	1,759	5,550	832	4,000	985		(985)	-100.0%
101-25-55015-025	Oil & Gasoline			389	600	600		(600)	-100.0%
101-25-57006-025	Computer Software	143						-	0.0%
101-25-57006-025	Computer Equipment/Software			46	2,000	7,600	1,500	(6,100)	-80.3%
101-25-57007-025	Office Equip & Furniture	501	436		1,000	1,000		(1,000)	-100.0%
101-25-58003-025	Trsfr to Facil Construct Fd				153,356	153,356	153,356	-	0.0%
	Total Operations	731,753	252,887	43,247	209,076	421,244	180,878	(240,366)	-57.1%
	Total Building	1,425,663	1,058,249	1,068,427	1,226,728	1,350,463	1,026,293	(324,171)	-24.0%
						(96,037)			
						1,254,426	1,026,293		

Town of Atherton									
Building Department									
Budget 2011-2012									
								Increase	
					Adopted	Adjusted	Requested	(Decrease)	
		Actual	Actual	Actual	Budget	Budget	Budget	Over Prior	%
Account	Description	2007-08	2008-09	2009-10	2010-11	2010-11	2011-12	Year Budget	Change
					indirect cost allocation		168,730		
						exp.	1,195,023		
						rev	977,000		
					projected deficit		(218,023)		

		Building Department	
		101-25	
		FY 2012	
Account No. & Title	Quantity, brief description and justification of items requested	Requested Appropriations	
Labor Cost	Staffing cost for Bldg Dept	845,415	
Technical Service	CRW maintenance fee	10,000	
Vehicle Maint	Arborist pickup	-	
Other Equipment Maint	Bldg share of MX-M453 Sharp copier annual maint cost	360	
Custodial Services	See DPW Building Maint Dept cost to be allocated	-	
Code Enforcement	See Non-Dept (cost allocation plan)	-	
Environmental Prog	See Non-Dept for the cost	-	
Office Supplies	Office supplies, permit cards, project envelope, etc.	2,500	
Subscription	Misc. Code Books (New Code Cycle)		
Microfilms	For projects finalized		
Safety Supplies & Matl	Gas/Electric Tags GFCI Electrical Testers Construction Signs Arc Fault Tester for field inspector	-	
Utilities - Electricity	PG&E	1,400	
Utilities - Gas	ABAG gas	950	
Utilities - Water	Cal water	200	
Rent - Mach & Equip	Bldg share of MX-M453 Sharp copier annual lease	612	
Computer Equip/Software	Replacement of 1 old computer	1,500	
Office Equip & Furn	Furniture, plan storage & file storage	-	
Trsfr to Equip Replace Fd	For future permit tracking system upgrade	10,000	
Trsfr to Facil Construct Fd	For debt service payment for Bldg portion of New Town Center	153,356	
		Total Operations	180,878
		Total Building	1,026,293

Town of Atherton									
Non-Department									
Budget 2011-2012									
					Adopted	Adjusted	Requested	Increase	
		Actual	Actual	Actual	Budget	Budget	Budget	(Decrease)	
Account	Description	2007-08	2008-09	2009-10	2010-11	2010-11	2011-12	Over Prior	%
								Year Budget	Change
101-30-51006-030	Benefits Admin Fees			3,056				-	0.0%
101-30-51009-030	Retiree Health		113,002			-	-	-	0.0%
101-30-51012-030	Employee Assistance Program			2,306	3,510	3,510	3,000	(510)	-14.5%
101-30-52001-030	Audit & Financial		26,428					-	0.0%
101-30-52018-030	Code Enforcement Services			46,838	56,985	56,985	56,985	-	0.0%
101-30-52019-030	IT Support			26,739	36,267	36,267	50,000	13,733	37.9%
101-30-53018-030	Utilities - Telephone		111	15,173	21,000	21,000	18,000	(3,000)	-14.3%
101-30-53019-030	Liability Insurance			190,937	205,476	205,476	233,384	27,908	13.6%
101-30-53020-030	Employment Practice Liability Insurance			36,000	37,800	37,800	36,000	(1,800)	-4.8%
101-30-53021-030	Property Insurance			5,279	5,543	5,543	5,112	(431)	-7.8%
101-30-53022-030	Liability Claim Expense		7,923	7,500	-	-	-	-	0.0%
101-30-54007-030	Memberships & Dues			2,931	5,719	5,719	5,765	46	0.8%
101-30-54010-030	Other Contract Services		4,200	66,426	60,000	106,833	30,000	(76,833)	-71.9%
101-30-54011-030	Environmental Programs Committee			27,433	29,000	29,000	5,000	(24,000)	-82.8%
101-30-54013-030	Contribution - SSV			1,000	500	500	250	(250)	-50.0%
101-30-54014-030	Contribution - HIP			2,500	2,500	2,500	1,250	(1,250)	-50.0%
101-30-54015-030	Contribution - Sustainable SMC			1,500	1,500	1,500	750	(750)	-50.0%
101-30-54017-030	Post Office Expense			3,351	9,145	9,145	9,145	-	0.0%
101-30-54020-030	Election Cost			16,030	16,000	16,000	-	(16,000)	-100.0%
101-30-55008-030	Misc Computer Software			14,144				-	0.0%
101-30-55009-030	Misc Computer Parts & Supplies			3,854	9,060	9,060	9,820	760	8.4%
101-30-55016-030	Other Supplies & Materials	24,936		480	4,000	9,000	4,000	(5,000)	-55.6%
101-30-55017-030	Postage			11,075	16,843	16,843	16,843	-	0.0%
	IT Infrastructure Plan						77,700	77,700	100.0%
		24,936	151,664	484,552	520,848	572,681	563,004	(9,677)	-1.7%

Non-Department Budget			
101-30			
Account No. & Title	Quantity, brief description and justification of items requested		FY 2012 Requested Appropriations
Code Enforcement Svs	for 8 hours/week inspection, 119 hours phone calls/year		56,985
Other Contract Services	High Speed Rail (HSR) public relation		30,000
Environmental Prog Commit	Support for Committee work		5,000
IT Support	Contract IT support		50,000
Misc Computer Parts & Sup	12 - Off-site security of backup tapes	2,400	
	Symantec Anti-virus	2,000	
	Backup software support	1,300	
	Web Site Hosting	120	
	Parts for servers, spare hard drive, UPS battery	4,000	9,820
Other Supplies & Matls	Other unexpected small items		4,000
Memberships and Dues	ABAG	1,958	
	LAFCO	1,300	
	City/County Assoc of Government - San Mateo (C/CAG)	2,507	5,765
Liability Insurance	Annual premiums for general insurance pool	66,581	
	Annual premiums for excess liability insurance pool	5,900	
	Public Official bond	805	
	Administrative Premium to ABAG	60,098	
	Self-insured retention (SIR) reserve	100,000	233,384
Property Insurance	Annual premiums for property insurance pool		5,112
Employment Pract Liab Insur	Premium to employment practice liability		36,000
EAP	Premium for employee assistance program		3,000
Contribution - SSV	Sustainable Silicon to produce environmental and resources conservation Silicon Valley		250
Contribution - HIP	Human Investment Project (HIP) grant to find a place to call home for people throughout San Mateo County		1,250
Contribution -Sustainable San Mateo County	Support research and production of the 2010 Indicators for a Sustainable San Mateo County Report Card. The report evaluates the health of the county and the Town		750
Postage	Feeder rental & maint	643	
	Meter rental #419	1,200	
	Stamps for mailing	15,000	16,843
Utilities - Telephone	Local & long distance charges		18,000
Election Cost			-

Town of Atherton									
Police Department									
Budget 2011-2012									
								Increase	
								(Decrease)	
		Actual	Actual	Actual	Adopted	Adjusted	Requested	Over Prior	%
Account	Description	2007-08	2008-09	2009-10	2010-11	2010-11	2011-12	Year Budget	Change
101-40-50001-040	Regular Salaries	2,195,057	2,124,670	2,125,120	2,067,162	2,123,530	2,137,812	14,282	0.7%
101-40-50002-040	Part-time Permanent	73,611	82,603	65,487	-	-	-	-	0.0%
101-40-50003-040	Dispatcher Salaries	273,189	213,594	274,608	331,232	331,232	328,392	(2,840)	-0.9%
101-40-50004-040	Reserve Salaries	43,760	50,320	36,504	33,792	95,232	24,576	(70,656)	-74.2%
101-40-50005-040	Temporary Help	85,895	59,225	75,338	37,090	37,090	35,365	(1,725)	-4.7%
101-40-50006-040	Overtime	153,021	179,478	160,304	150,000	171,000	140,000	(31,000)	-18.1%
101-40-50007-040	Special Event Salaries Reimb	3,303	8,244	4,657		17,234	10,000	(7,234)	-42.0%
101-40-50008-040	Vacation/Comp Time Payout					30,711		(30,711)	-100.0%
101-40-50013-040	EE Benefits Earned			43,312	49,968	49,968	51,324	1,356	2.7%
101-40-51001-040	Medicare Tax	34,073	31,800	33,543	37,255	37,255	38,079	824	2.2%
101-40-51002-040	Social Security	6,395	7,330	645	1,109	1,109	702	(408)	-36.7%
101-40-51003-040	PERS Retire Contr - ER	821,065	880,099	699,370	722,516	722,516	884,523	162,007	22.4%
101-40-51004-040	PERS Retire Contr - EE	-	-	161,490	182,582	182,582	187,270	4,688	2.6%
101-40-51005-040	Deferred Comp-ER Paid	5,958	6,362	10,737	6,625	6,625	7,905	1,281	19.3%
101-40-51007-040	STD Insurance			330	384	384	576	192	50.0%
101-40-51008-040	Health Insurance - Active	318,255	286,374	263,934	309,844	309,844	350,097	40,253	13.0%
101-40-51009-040	Health Insurance - Retirees			401,099	418,190	424,628	458,746	34,119	8.0%
101-40-51010-040	Dental Insurance	28,384	28,573	33,403	39,125	39,125	39,398	273	0.7%
101-40-51011-040	Vision Insurance	3,470	3,121	3,401	6,018	6,018	4,987	(1,031)	-17.1%
101-40-51013-040	Workers' Compensation	88,867	88,879	88,638	28,762	28,762	43,055	14,293	49.7%
101-40-51014-040	Life & ADD Insurance	5,080	3,335	2,300	3,113	3,113	3,079	(34)	-1.1%
101-40-51015-040	LTD Insurance	22,777	23,221	21,001	19,067	19,067	18,244	(823)	-4.3%
101-40-51016-040	Unemployment Insurance		6,206	28,744	25,693	25,693	26,261	568	2.2%
101-40-51018-040	Uniforms	11,996	25,010	24,305	15,326	15,326	15,801	475	3.1%
101-40-51020-040	Educational Reimbursement	1,775	800	2,525	2,000	2,000	2,000	-	0.0%
101-40-50014-040	Salary Savings & Concessions					(300,763)	(200,000)	100,763	-33.5%
	Total Salaries & Benefits	4,175,932	4,109,244	4,560,793	4,486,853	4,379,281	4,608,194	228,913	5.2%
101-40-52017-040	Technical Services			64,580	55,910	55,910	54,661	(1,249)	-2.2%
101-40-53001-040	Equip Maint - Vehicles	43,133	39,234	65,846	35,000	35,000	30,000	(5,000)	-14.3%
101-40-53002-040	Equip Maint - Other	3,373	7,401	5,550	4,000	4,000	4,000	-	0.0%
101-40-53004-040	Facility Repair & Maint		13	-	-	-	-	-	0.0%
101-40-53008-040	Custodial Services	7,378	6,621	-	-	-	-	-	0.0%
101-40-53014-040	Utilities - Electricity	22,923	28,279	29,719	18,000	18,000	18,000	-	0.0%
101-40-53015-040	Utilities - Gas			454	1,100	1,100	1,100	-	0.0%
101-40-53016-040	Utilities - Water		43	790	500	500	500	-	0.0%
101-40-53018-040	Utilities - Telephone	40,385	47,271	35,009	34,622	34,622	32,720	(1,902)	-5.5%
101-40-53025-040	Printing - External Service				2,000	2,000	2,000	-	0.0%
101-40-53026-040	Recruitment Cost			915	3,000	3,000	4,500	1,500	50.0%
101-40-53027-040	SMC Booking Fees	645	215	246	4,139	4,139	3,000	(1,139)	-27.5%
101-40-53028-040	Citation Processing	1,018	583	657	541	541	1,000	459	84.8%
101-40-53032-040	Rent - Facilities			8,721	8,760	8,760	8,760	0	0.0%
101-40-53501-040	Administrative Services	44,694	44,694					-	0.0%
101-40-53502-040	Computer Svs Charge	66,192	66,192					-	0.0%
101-40-53503-040	Trsfir to Equip Replace Fd	104,049	31,000	69,800	54,000	54,000	54,000	-	0.0%
101-40-54003-040	Conferences	1,882	350	897	1,495	1,495	1,280	(215)	-14.4%
101-40-54004-040	Training & Workshops			4,122	3,500	3,500	2,000	(1,500)	-42.9%
101-40-54005-040	Subscriptions	590	417	875	746	746	800	54	7.2%
101-40-54006-040	POST Training	16,908	39,085	16,906	20,000	20,000	20,000	-	0.0%
101-40-54007-040	Memberships & Dues	1,480	1,845	1,285	2,221	2,221	2,180	(41)	-1.8%
101-40-54008-040	Mileage Reimbursement			884	300	300	300	-	0.0%
101-40-54010-040	Other Contract Services	167,713	207,082	88,421	90,051	98,297	80,788	(17,509)	-17.8%
101-40-54019-040	Special Events & Awards	5,341	7,977	150				-	0.0%
101-40-54021-040	Animal Control Services			50,951	47,542	47,542	52,180	4,638	9.8%
101-40-55002-040	Office Supplies	5,976	4,764	6,866	5,850	5,850	5,850	-	0.0%
101-40-55004-040	Parking Penalties to County			1,857				-	0.0%
101-40-55006-040	Safety Supplies & Materials	106	2,528	4,350	6,000	6,000	6,000	-	0.0%
101-40-55007-040	K-9 Expenses	8,242	11,150	14,433	22,269	22,769	17,269	(5,500)	-24.2%
101-40-55015-040	Oil and Gasoline	57,317	47,600	42,703	61,800	61,800	61,800	-	0.0%
101-40-55016-040	Other Supplies & Matls	64,879	35,683	48,955	31,125	31,125	29,317	(1,808)	-5.8%
101-40-55017-040	Postage		30		-	-	-	-	0.0%

Town of Atherton									
Police Department									
Budget 2011-2012									
								Increase	
								(Decrease)	
		Actual	Actual	Actual	Adopted	Adjusted	Requested	Over Prior	%
Account	Description	2007-08	2008-09	2009-10	Budget	Budget	Budget	Year Budget	Change
101-40-55018-040	Disaster/Emergency	1,817	2,078	2,779	2,800	2,800	200	(2,600)	-92.9%
101-40-57002-040	Building Improvements	284	1,650	1,115				-	0.0%
101-40-57004-040	Mach & Equip	50,766	24,747	17,923	9,100	11,930	7,630	(4,300)	-36.0%
101-40-57005-040	Vehicles & Accessories	1,411	1,925	11,208				-	0.0%
101-40-57006-040	Computer Equip/Software*	4,525	17,696	7,610	3,000	63,000	10,000	(53,000)	-84.1%
101-40-57007-040	Office Equip & Furniture	7,933	3,220	1,130	-	-	-	-	0.0%
101-40-57010-040	Misc. Capital Outlay	13,615	110,080	13,786				-	0.0%
		744,573	791,453	621,495	529,370	600,946	511,835	(89,111)	-14.8%
101-40-53022-040	Liability Claim Expense			230,000				-	0.0%
	Total Operations	744,573	791,453	851,495	529,370	600,946	511,835	(89,111)	-14.8%
	Total Police	4,920,505	4,900,697	5,412,288	5,016,223	4,980,227	5,120,029	139,801	2.8%
*Received \$60,000 in donation for the purchase of computer & equip in marked police cars.									

Police Department			
101-40			
Account No. & Title	Quantity, brief description and Justification of items requested		FY 2012 Requested Appropriations
Regular Salaries	19 Sworn, 1 Execu Assistant, 1 Community Service Officer COPS Grant funding (assume no cut in funding)	2,237,812 (100,000)	2,137,812
Dispatch Salaries	3 full-time dispatchers plus 1 Communications/Records Supervisor		328,392
Reserve Salaries	4 part-time reserve officers		24,576
Temporary Help	7 Per diem dispatchers		35,365
Overtime	Overtime worked. Based upon staffing of special events, court appearance, training needs, investigation, etc.		140,000
Special Event Sal Reimb	Overtime Subcategory: POTUS/Special Events		10,000
Medicare Tax	1.45% of salary		38,079
Social Security	6.2% of temp salary		702
PERS Retire Contr-ER	Employer contribution for pension		884,523
PERS Retire Contr-EE	Employee contribution paid for by the employer - part time		187,270
Deferred Comp-ER Paid	2% of salary for dispatchers per MOU		7,905
Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross		350,097
Retiree Healthcare	Medical coverage for 13 retirees GASB 45 annual required contribution	161,362 297,385	458,746
Dental Insurance	Teamster Dental Plan premium		39,398
Vision Insurance	Vision Service Plan premium		4,987
Workers' Compensation	Workers Comp charged to Department		43,055
Life & ADD Insurance	Premium to the Cities Group		3,079
STD Insurance	Short-term disability premium to the Cities Group		576
LTD Insurance	Long-term disability premium to The Cities Group		18,244
Unemployment Insur	Self-funded unemployment based on 1% of salary		26,261
Uniforms	Per MOU		15,801
Educational Reimburse	Per MOU		2,000
EE Benefits Earned	2% contribution for vac, sick, comp, & holiday pay		51,324
Salary Savings & Concessons	To be accomplished through "meet and confer" process		(200,000)
Total Salaries & Benefits			4,608,194
Technical Services	Sunridge RIMS Annual Maintenance (Dispatch-Patrol CAD)	11,085	
	TEA Maint. (Telecommunications Dispatch/Radio Support)	11,208	
	Alarm Software Maint. Fee (Residential Burglar Alarms)	1,380	
	S.M. Co. Medical Legal Exam (Sex Assault Exam)	1,400	
	S. M. Regional Network Access Fee (Telecom Support)	4,620	
	Rapid Notify Maint. Fee (Emergency Resident Notification)	1,650	
	Voice Print Maint. Fee (Comm Center Telephone/Radio Recording)	1,852	

Police Department			
	101-40		
Account No. & Title	Quantity, brief description and Justification of items requested		FY 2012 Requested Appropriations
	CLETS/Microwave Maint. (California LE Telecomm Database Access)	12,916	
	Critical Reach (TRAK System, Missing Persons Support System)	265	
	Towing (Crime Scene Evidence & Patrol Cars)	285	
	OJO Licensing Fee - Paid 3 year - due 2015	-	
	S.M. Co. Sheriff's Ofc. FISC Forensic Lab	8,000	
			54,661
Animal Control Svs	San Mateo animal control services cost		52,180
Vehicle Repair & Maint	Vehicle Maint through City of Redwood City		30,000
Equip Repair & Maint	Maintenance of radar, office equip, & radio equip		4,000
Custodial Services	See DPW - Building Maint Dept for cost to be allocated		-
Training & Workshops	Non-POST Reimbursable but POST Certified Advanced Officer Training, Supervisor's Training, & specialized technical training & workshops Succession planning/other training Food for POST annual dept training and other trainings		2,000
SMC Booking Fees	Booking fees, County of San Mateo		3,000
Citation Processing	Turbo Data for processing of parking citations		1,000
Other Contract Services	S.M. Co. Chaplin Service - Call-outs only San Mateo PD Range Rental (\$65 per hour) S.M. Co. Coyote Pt. Firearms Range -2nd Wed. use only S.M. Co. OES Hazardous Materials Program First Chance (DUI Booking Alternative) Keller Center (Child Abuse/Sexual Assault Victims Program) Youth Family Service (Youth Counseling Diversion)	1,000 780 1,800 27,915 4,972 1,200 4,972	
	S.M. Co. Community Overcoming Relationship (Domestic Abuse) Lexipol (Police General Orders, Case Law Update Training) Recall Secure Destruction Services (Sensitive Files) Crime Reports Crime Reports CompStat TB Screening & Test Medical Record (For exposed employees) San Mateo County Narcotics Task Force Conflict Resolution - Mills Peninsula Forensic Art Services (Suspect Sketches)	2,358 5,500 1,404 1,188 - 150 26,699 500 350	
			80,788
Recruitment Costs	Associated costs to include; polygraph, medical, psych, job fairs, seminars, inter panels, B-Pad (Approx. cost to completely process 1 applicant: \$2200)		4,500
External Printing	Forms, secure identification cards, no parking signs, citations		2,000
Office Supplies	Paper, pens, software, film and photo processing		5,850
Subscription	Library Books, Criminal Codes		800
Safety Supplies & Matts	Replacement of individual protective vests (MOU 5-year partially off-set by DOJ grant), motorcycle leather gear, helmet, protective motorcycle gear, eye/ear range safety gear		6,000
POST Training	Advanced Officer Training, S.M. Co. Chief's training sessions (2)	14,000	

Police Department			
	101-40		
Account No. & Title	Quantity, brief description and Justification of items requested		FY 2012 Requested Appropriations
	Post Reimbursement (Add Mandated, Essential Categories)	6,000	
	Patrol (Mandated, Technical and Perishable Skills Training)		
	Comm and Records (Mandated and Technical Skills Training)		20,000
K-9 Expense	K-9 Maint., Training, Veterinarian, Boarding, Food for 2 dogs		17,269
Oil & Gasoline	Fuel for vehicles		61,800
Other Supplies & Matls	Rain Gear, Helmets,	17,000	
	Firearms supplies, cleaning supplies, etc.		
	Miscellaneous hardware items		
	Name tags, Badges, Patrol		
	California Vehicle Codes	350	
	Peace Officer Memorial Pins	400	
	Speed Sign Batteries (2)	617	
	Awards and Engraving	150	
	Business Cards	800	
	DARE Supplies -(Balls, T-shirts, Awards)	2,000	
	Ammunition (Perishable Skills Training, Qualification (3x) & SWAT)	8,000	
			29,317
Membership & Dues	CAL Nena	130	
	California Chiefs of Police	500	
	CPOA, CPCA, APCO, CAPE	750	
	S.M. Co. Training Mgrs. & Comm. Managers	150	
	S.M. Co. Police Chiefs Association	650	
			2,180
Utilities - Electricity	PG&E		18,000
Utilities - Gas	ABAG gas		1,100
Utilities - Water	Cal water		500
Utilities - Telephone	Telephone (Lobby-Front Door)	360	
	Telephones (Office, Comm Center, Admin, Patrol, Invest.)	22,500	
	Cell Phones (Admin, Investigations, Patrol Cars)	5,060	
	Sprint Mobile Data (Patrol Car Mobile CAD/RIMS Support Service). See Non-Dept for general phone exp cost to be allocated	4,800	32,720
Conferences	Calif. Chiefs Association	1,000	
	S.M. Gang Task Force Conference	280	1,280
Mileage Reimburse	Reimb for use of personal vehicles on Town business		300
Disaster Preparedness	Bottled Water		200
Rent Facility	Rent for temporary police facility @ \$729.97 per month		8,760
Mach & Equip	Taser Cartridges/Training Rounds (qualify ABAG reimb)	3,000	
	Digital cameras with cases Replacement (2)	600	
	Dispatch headsets (4) + Wireless console (4)	1,580	
	PAS Device (Equipment replacement)	550	
	Vie Vue Individual Camera (ABAG Reimbursement)	1,000	
	Ergonomic Chair - Dispatch - 2nd support station	900	7,630

		Police Department	
		101-40	
			FY 2012
Account No. & Title	Quantity, brief description and Justification of items requested		Requested Appropriations
Computer Equip/Software	Replacement of 10 old computers		10,000
Office Equip & Furn			-
Trsfr to Equip Replace Fd	For future replacement of vehicles		54,000
			511,835
		Total Operations	
			5,120,029
		Total Police	

Salaries for Police Department																Total									
FY 2012																									
Job Class	Step @ 6/30/11	Salary @ 6/30/11	2012 Salary	Post Incent	0.05 Detective Incent	0.05 K-9 Incent	0.05 Mtr Cycle Incent	0.05 IT Incent	Bilingual Pay	Total Salary	Uniform Allow	PERS Salary	Employer PERS	Employee PERS	Town Pd Def. comp	0.0145 Medicare	Medical	Dental	Vision	STD	LTD	Life & ADD	Worker's Comp	Total	
Police				0.025					0.05				0.38853	0.09											
Chief of Police	D	171,262	171,262							171,262	675	171,937	66,803	15,474		2,483	21,466	1,728	333	192	794	292	2,700	284,202	
Lieutenant	A	122,657	128,796							128,796	675	129,471	50,303	11,652		1,868	17,903	1,728	333	192	794	292	2,031	216,567	
Sergeant (64 hrs)	D-5%	120,583	120,583	6,029						126,612	675	127,287	49,455	8,910		1,836	16,776	1,555	300	192	931	108	1,986	209,154	
Sergeant (64 hrs)	D-5%	120,583	120,583	6,029						126,612	675	127,287	49,455	8,910		1,836	16,776	1,555	300	192	931	108	1,986	209,154	
Sergeant (60 hrs)	C-5%+5%+5%	109,372	109,828	5,491	5,491				2,400	125,105	675	125,780	48,869	8,005		1,866	19,917	1,555	300	192	920	108	1,972	215,421	
Sergeant (64 hrs)	C-5%	114,840	119,147	5,957						125,105	675	125,780	48,869	8,005		1,814	16,611	1,555	300	192	920	108	1,972	215,421	
Sergeant (64 hrs)	B	109,372	111,650							111,650	676	112,326	43,642	7,863		1,519	16,611	1,555	167		821	108	1,760	188,473	
Officer (64 hrs)	D+2.5%+5%	97,843	97,843	2,446		4,892				105,181	675	105,856	41,128	7,410		1,525	16,776	1,555	300	192	773	108	1,658	177,090	
Officer (64 hrs)	D-5%+5%	97,843	97,843	4,892						102,735	675	103,410	40,178	7,239		1,490	19,917	1,555	300	192	755	108	1,620	176,571	
Officer (60 hrs)	D	97,843	97,843	2,446						102,735	675	103,410	39,228	7,067		1,454	19,917	1,555	300	192	737	108	1,581	172,912	
Officer (64 hrs)	A (w/2012)	97,843	97,843							100,289	675	100,964	39,228	7,067		1,454	19,917	1,555	300	192	737	108	1,581	172,912	
Officer (64 hrs)	A (w/2012)	84,521	84,521							84,521	675	85,196	33,101	5,964		1,226	6,389	1,555	115		621	108	1,333	135,608	
Officer (64 hrs)	A (w/2012)	84,521	84,521							84,521	675	85,196	33,101	5,964		1,226	6,389	1,555	115		621	108	1,333	135,608	
Officer (60 hrs)	D-5%+5%	93,184	93,184	4,659						102,502	675	103,177	40,087	7,222		1,486	16,776	1,555	300	192	753	108	1,616	172,950	
Officer (60 hrs)	D-5%+5%	93,184	93,184	4,659						102,502	675	103,177	40,087	7,222		1,486	16,776	1,555	300	192	753	108	1,616	172,950	
Officer (64 hrs)	D-5%+5%	97,843	97,843	4,892						107,627	675	108,302	42,079	7,581		1,561	11,065	1,555	115		791	108	1,697	174,855	
Officer (64 hrs)	D-5%	97,843	97,843	4,892						107,627	675	108,302	42,079	7,581		1,561	11,065	1,555	115		791	108	1,697	174,855	
Officer (64 hrs)	D-5%	94,929	94,929	4,746						102,735	675	103,410	40,178	7,239		1,490	19,917	1,555	167		755	108	1,620	176,439	
Officer (64 hrs)	D-5%	94,929	94,929	4,746						99,675	675	100,350	36,989	7,025		1,445	16,776	1,555	300	192	733	108	1,572	168,852	
Officer (84 hrs)	C	93,184	95,513							95,513	675	96,188	37,372	6,733		1,385	6,389	1,555	115		702	108	1,506	152,054	
Officer (84 hrs)*	A (w/2012)	84,521	84,521							84,521	675	85,196	33,101	5,964		1,226	6,389	1,555	115		621	108	1,333	135,608	
Total Sworn	FTE 19	1,834,866	2,005,095	52,481	10,384	9,784	4,659	5,491	2,400	2,091,295	12,826	2,104,121	817,514	153,317		30,324	275,569	29,894	4,174	384	14,753	2,428	32,973	3,465,451	
Dispatch													0.13815												
Conn Supervisor	D	96,450	96,450							96,450	475	96,925	13,390	6,785		1,399	19,917	1,555	300	192	709	108	1,833	144,848	
Dispatcher	D	77,314	77,314							77,314	475	77,789	10,747	5,445		1,221	11,065	1,555	115		568	108	1,469	111,530	
Dispatcher	D	77,314	77,314							77,314	475	77,789	10,747	5,445		1,221	11,065	1,555	115		568	108	1,469	111,530	
Dispatcher	D	77,314	77,314							77,314	475	77,789	10,747	5,445		1,221	11,065	1,555	115		568	108	1,469	111,530	
Total Dispatch	FTE 4	328,392	328,392							328,392	1,900	330,292	45,630	23,120	6,568	4,762	52,398	6,221	697		2,414	434	6,239	478,775	
Admin - Civilian													0.13815												
CSD/Dispatcher	D	66,877	66,877							66,877	475	67,352	9,305	4,715		1,338	11,065	1,555	115		492	108	1,271	98,285	
Exec Assistant**	C	57,690	79,640							79,640	475	79,640	11,002	5,575		1,155	11,065	1,728		192	585	108	1,513	112,564	
Total Admin Civilian	FTE 2	69,762	146,517							146,517	475	146,592	20,307	10,289	1,338	2,124	22,130	3,283	115	192	1,077	217	2,784	210,848	
Less: Salaries Charged to COPS Grant																									
Police Officer										(100,000)		(100,000)												(100,000)	
Total All Classes	FTE 25	2,233,021	2,481,004	52,481	10,384	9,784	4,659	5,491	2,400	2,466,204	15,201	2,481,405	883,451	186,727	7,905	37,210	350,097	39,398	4,987	576	18,244	3,079	41,996	4,055,074	
Note:																									
Salaries are projected at one step higher than the employee is currently.																									
*This position is to be filled when COPS Grant funding is not cut.																									
** Convert .75 Executive Assistant to a full-time position as recommended.																									

Temp Salaries for Police Department										
FY 2012										
				0.13815	0.07	0.062	0.0145			
Position	Total Hours	Hourly Rate	Annual Salary	Employer PERS	Employee PERS	Social Security	Medicare	Uniforms	Worker's Comp	Total
Part-Time Temp Dispatcher	48	35.94	1,725				25		33	1,783
Part-Time Temp Dispatcher	72	35.94	2,588	357	181		38		49	3,213
Part-Time Temp Dispatcher	144	35.94	5,175				75		98	5,349
Part-Time Temp Dispatcher	144	35.94	5,175	715	362		75		98	6,426
Part-Time Temp Dispatcher	144	35.94	5,175			321	75		98	5,670
Part-Time Temp Dispatcher	144	35.94	5,175			-	75		98	5,349
Part-Time Temp Dispatcher	288	35.94	10,351			-	150		197	10,697
	984		35,365	1,072	543	321	513		672	38,486
Reserve Officer	192	32.00	6,144			381	89	150	97	6,861
Reserve Officer	192	32.00	6,144				89	150	97	6,480
Reserve Officer	192	32.00	6,144				89	150	97	6,480
Reserve Officer	192	32.00	6,144				89	150	97	6,480
	768		24,576	-	-	381	356	600	387	26,301
Total Temp Help Salaries			59,941	1,072	543	702	869	600	1,059	64,787

Town of Atherton									
Public Works Department - Summary									
Budget 2011-2012									
					Adopted	Adjusted	Requested	Increase	
		Actual	Actual	Actual	Budget	Budget	Budget	(Decrease)	
Account	Description	2007-08	2008-09	2009-10	2010-11	2010-11	2011-12	Over Prior	%
								Year Budget	Change
	Regular Salaries	829,211	906,903	938,144	902,293	950,389	-	(950,389)	-100.0%
	Part-Time Permanent	5,123	966	-	-	-	-	-	0.0%
	Temporary Help	132,495	137,141	98,317	69,831	69,831	-	(69,831)	-100.0%
	Overtime	9,619	6,526	8,653	8,400	8,400	-	(8,400)	-100.0%
	Standby Pay	14,331	14,299	9,395	14,750	14,750	-	(14,750)	-100.0%
	Medicare Insurance	10,661	11,636	27,380	14,096	14,096	-	(14,096)	-100.0%
	Social Security	7,263	7,495	5,905	4,330	4,330	-	(4,330)	-100.0%
	PERS Retire Contr - ER	170,271	183,739	124,752	118,814	118,814	-	(118,814)	-100.0%
	PERS Retire Contr - EE	-	-	58,936	63,160	63,160	-	(63,160)	-100.0%
	Health Insurance-Active	120,335	125,263	137,138	147,386	147,386	-	(147,386)	-100.0%
	Health Insurance-Retirees	-	-	164,879	174,083	190,224	-	(190,224)	-100.0%
	Dental Insurance	12,438	13,982	15,579	17,769	17,769	-	(17,769)	-100.0%
	Vision Insurance	2,075	2,070	2,325	2,552	2,552	-	(2,552)	-100.0%
	Workers Compensation	36,082	37,237	36,148	6,037	6,037	-	(6,037)	-100.0%
	Life & ADD Insurance	2,521	1,590	1,219	1,355	1,355	-	(1,355)	-100.0%
	STD Life	-	-	14,834	2,074	2,074	-	(2,074)	-100.0%
	LTD Insurance	12,830	14,374	12,190	6,375	6,375	-	(6,375)	-100.0%
	Unemployment Insurance	-	-	10,596	9,721	9,721	-	(9,721)	-100.0%
	Uniforms	7,628	7,069	5,417	5,075	5,075	-	(5,075)	-100.0%
	Auto Allowance	3,462	3,600	3,600	3,240	3,240	-	(3,240)	-100.0%
	EE Benefits Earned	-	-	9,168	9,023	9,023	-	(9,023)	-100.0%
	Salary Allocated to CIP	(250,000)	(250,000)	(174,826)	(200,329)	(200,329)	-	200,329	-100.0%
	Salary Savings	-	-	-	-	-	-	-	0.0%
	Labor Cost						1,293,935	1,293,935	100.0%
	Total Salaries & Benefits	1,126,346	1,223,891	1,509,749	1,380,035	1,444,271	1,293,935	(150,336)	-10.4%
	Contract Engineering	107,737	169,928	5,813	12,000	12,000	-	(12,000)	-100.0%
	Contract Plan Reviewer	-	-	-	-	-	-	-	0.0%
	Vehicle Repair & Maint	6,745	6,583	11,782	4,500	4,500	5,500	1,000	22.2%
	Equipment Repair & Maint	-	1,637	4,322	5,500	5,500	5,400	(100)	-1.8%
	Building Security	31,384	-	843	2,000	2,000	2,000	-	0.0%
	Facility Repair & Maint	13,621	17,411	13,631	15,000	15,000	17,500	2,500	16.7%
	Contract Custodial Services	10,611	9,644	16,463	14,500	14,500	15,000	500	3.4%
	HVAC Repair & Maint	-	-	11,400	7,500	7,500	5,500	(2,000)	-26.7%
	Electrical Repair & Maint	-	-	870	6,000	6,000	4,000	(2,000)	-33.3%
	Roof Repair & Maint	-	-	1,046	5,000	5,000	2,000	(3,000)	-60.0%
	Contract Tree Maintenance	51,341	28,713	41,788	60,000	60,000	110,000	50,000	83.3%
	Pesticides & Fertilizer	12,895	11,290	18,623	18,000	18,000	16,000	(2,000)	-11.1%
	Street Sweeping	-	-	9,927	21,000	21,000	24,000	3,000	14.3%
	Contract Lndscp Maint.	69,220	60,735	-	20,000	20,000	17,000	(3,000)	-15.0%
	Traffic Signal Repair & Maint	14,617	12,440	12,688	15,000	15,000	10,000	(5,000)	-33.3%
	Street Light Repair & Maint	-	-	8,125	22,500	22,500	12,000	(10,500)	-46.7%
	Advertising/Publishing	22,354	29,012	23,714	12,000	12,000	4,800	(7,200)	-60.0%
	Training & Workshops	-	90	489	2,000	2,000	2,100	100	5.0%
	Contract Inspection & Testing	-	1,057	4,294	6,500	6,500	6,500	-	0.0%
	Other Contract Services	210,711	87,587	25,083	12,500	24,410	5,600	(18,810)	-77.1%
	Disaster Preparedness	-	-	-	2,500	2,500	2,500	-	0.0%
	Technical Services	-	-	2,740	5,000	3,500	5,000	1,500	42.9%
	Office Supplies	4,386	3,084	2,119	2,800	2,800	2,900	100	3.6%
	Safety Supplies & Mats	2,729	3,113	647	2,850	2,850	2,600	(250)	-8.8%
	Misc. Computer Software	623	7,943	6,277	8,000	7,116	7,900	784	11.0%
	Misc. Computer Supplies	476	389	753	1,100	1,100	1,000	(100)	-9.1%
	Custodial Supplies	11,196	10,086	7,234	10,000	10,000	9,000	(1,000)	-10.0%
	Landscape Supplies	16,335	10,505	7,959	7,500	7,500	7,500	-	0.0%
	Construction Mats	18,106	17,920	19,015	21,000	21,000	21,000	-	0.0%

Town of Atherton									
Public Works Department - Summary									
Budget 2011-2012									
					Adopted	Adjusted	Requested	Increase	
		Actual	Actual	Actual	Budget	Budget	Budget	(Decrease)	%
Account	Description	2007-08	2008-09	2009-10	2010-11	2010-11	2011-12	Over Prior	Year Budget Change
	Minor Tools & Equip	1,640	1,421	1,067	2,000	2,000	200	(1,800)	-90.0%
	Gas & Oil	18,114	14,338	13,303	12,000	12,000	11,000	(1,000)	-8.3%
	Other Supplies & Mats	716	4,496	(4,504)	-	4,735	-	(4,735)	-100.0%
	Membership/Dues	8,532	3,248	3,659	6,969	6,969	7,303	334	4.8%
	Postage	-	67	41	200	200	100	(100)	-50.0%
	Utilities -Electricity	93,742	86,876	71,651	65,190	65,190	64,200	(990)	-1.5%
	Utilities - Gas	-	-	2,907	2,400	2,400	4,300	1,900	79.2%
	Utilities - Water	-	406	12,497	12,500	12,500	12,100	(400)	-3.2%
	Utilities - Sewer	-	-	20,176	3,850	3,850	1,350	(2,500)	-64.9%
	Utilities - Telephone	15,632	15,203	7,102	6,800	6,800	6,300	(500)	-7.4%
	Conferences	5,511	6,857	1,345	2,364	2,364	1,220	(1,144)	-48.4%
	Credit Card Merchant Fees	-	2,992	3,382	500	500	2,500	2,000	400.0%
	Rent - Facilities	545	26,563	4,206	4,800	4,800	4,800	-	0.0%
	Rent - Mach & Equipment	14,410	12,348	21,844	20,500	22,000	17,200	(4,800)	-21.8%
	Building Improvements	15,965	1,732	-	-	-	15,800	15,800	100.0%
	Machinery & Equipment	5,264	21,679	3,527	8,500	8,000	12,500	4,500	56.3%
	Computer Equip/Software	-	-	3,936	2,200	3,584	1,500	(2,084)	-58.1%
	Office Machines & Furn	28,143	910	317	2,000	2,000	1,500	(500)	-25.0%
	Administrative Services	19,446	19,446	-	-	-	-	-	0.0%
	Computer Services Chrg	18,639	18,639	-	-	-	-	-	0.0%
	Equip Replace Charges	-	20,620	19,892	19,892	19,892	19,892	-	0.0%
		851,389	747,012	443,993	494,915	511,560	508,065	(3,495)	-0.7%
	Total DPW	1,977,735	1,970,904	1,953,742	1,874,950	1,955,831	1,802,000	(153,831)	-7.9%

Town of Atherton									
Public Works Dept - Engineering 50									
Budget 2011-2012									
Account	Description	Actual 2007-08	Actual 2008-09	Actual 2009-10	Adopted Budget 2010-11	Adjusted Budget 2010-11	Requested Budget 2011-12	Increase (Decrease)	
								Over Prior Year Budget	% Change
101-50-50001-050	Regular Salaries	239,345	290,479	297,283	281,613	294,382		(294,382)	-100.0%
101-50-50002-050	Part-Time Permanent	(1,104)			-	-		-	0.0%
101-50-50005-050	Temporary Help	-	84		-	-		-	0.0%
101-50-50006-050	Overtime	-	534	1,491	1,800	1,800		(1,800)	-100.0%
101-50-50010-050	Standby Pay	-	1,039	810	1,475	1,475		(1,475)	-100.0%
101-50-51001-050	Medicare Insurance	3,539	3,732	3,680	4,083	4,083		(4,083)	-100.0%
101-50-51002-050	Social Security	-	-	-	-	-		-	0.0%
101-50-51003-050	PERS Retire Contr - ER	48,359	58,755	40,009	37,083	37,083		(37,083)	-100.0%
101-50-51004-050	PERS Retire Contr - EE	-	-	18,967	19,713	19,713		(19,713)	-100.0%
101-50-51008-050	Health Insurance-Active	26,382	28,443	31,122	35,266	35,266		(35,266)	-100.0%
101-50-51009-050	Health Insurance-Retirees	-	-	54,292	58,587	58,587		(58,587)	-100.0%
101-50-51010-050	Dental Insurance	2,809	4,070	5,190	5,105	5,105		(5,105)	-100.0%
101-50-51011-050	Vision Insurance	375	462	577	611	611		(611)	-100.0%
101-50-51013-050	Workers Compensation	391	3,257	3,682	970	970		(970)	-100.0%
101-50-51014-050	Life & ADD Insurance	724	496	391	392	392		(392)	-100.0%
101-50-51007-050	STD Insurance	-	-	4233.28	595	595		(595)	-100.0%
101-50-51015-050	LTD Insurance	3,392	4,468	3,855	1,930	1,930		(1,930)	-100.0%
101-50-51016-050	Unemployment Insurance	-	-	3,037	2,816	2,816		(2,816)	-100.0%
101-50-51018-050	Uniforms	146	-	-	-	-		-	0.0%
101-50-51019-050	Auto Allowance	3,462	2,326	2,769	1,800	1,800		(1,800)	-100.0%
101-50-50013-050	EE Benefits Earned	-	-	2,934	2,816	2,816		(2,816)	-100.0%
101-50-50015-050	Salary Allocated to CIP	(250,000)	(250,000)	(174,826)	(200,329)	(200,329)		200,329	-100.0%
101-50-50014-050	Salary Savings	-	-	-	-	-		-	0.0%
	Labor Cost	-	-	-	-	-	406,978	-	100.0%
	Total Salaries & Benefits	77,821	148,145	299,496	256,328	269,097	406,978	(269,097)	-100.0%
101-50-52010-050	Contract Engineering	107,737	155,328	5,813	12,000	12,000	-	(12,000)	-100.0%
101-50-52012-050	Contract Plan Reviewer	-	-	-	-	-	-	-	0.0%
101-50-53001-050	Vehicle Repair & Maint	-	274	2,752	1,000	1,000	1,000	-	0.0%
101-50-53002-050	Equipment Repair & Maint	-	800	-	1,000	1,000	1,400	400	40.0%
101-50-53003-050	Building Security	-	-	-	-	-	-	-	0.0%
101-50-53004-050	Facility Repair & Maint	-	-	-	-	-	-	-	0.0%
101-50-53008-050	Contract Custodial Services	2,534	2,591	-	-	-	-	-	0.0%
101-50-53005-050	HVAC Repair & Maint	-	-	-	-	-	-	-	0.0%
101-50-53006-050	Electrical Repair & Maint	-	-	-	-	-	-	-	0.0%
101-50-53007-050	Roof Repair & Maint	-	-	-	-	-	-	-	0.0%
101-50-53009-050	Tree Maintenance	-	-	-	-	-	-	-	0.0%
101-50-55001-050	Pesticides & Fertilizer	-	-	-	-	-	-	-	0.0%
101-50-53010-050	Street Sweeping	-	-	-	-	-	-	-	0.0%
101-50-53011-050	Contract Lndscp Maint.	-	-	-	-	-	-	-	0.0%
101-50-53012-050	Traffic Signal Repair & Maint	-	-	-	-	-	-	-	0.0%
101-50-53013-050	Street Light Repair & Maint	-	-	-	-	-	-	-	0.0%
101-50-53024-050	Advertising/Publishing	3,960	13,446	10,964	4,000	4,000	1,200	(2,800)	-70.0%
101-50-54004-050	Training & Workshops	-	-	289	600	600	600	-	0.0%
	Contract Inspection & Testing	-	619	-	-	-	-	-	0.0%
101-50-54010-050	Other Contract Services	110,115	25,508	1,740	1,000	1,000	600	(400)	-40.0%
101-50-55018-050	Disaster Preparedness	-	-	-	-	-	-	-	0.0%
101-50-52017-050	Technical Services	-	-	2740	5,000	3,500	5,000	1,500	42.9%
101-50-55002-050	Office Supplies	3,666	2,635	1,824	2,500	2,500	2,500	-	0.0%
101-50-55006-050	Safety Supplies & Mats	755	750	-	1,000	1,000	1,000	-	0.0%
101-50-55008-050	Misc. Computer Software	623	6,886	4,715	6,000	6,000	6,300	300	5.0%
101-50-55009-050	Misc. Computer Supplies	476	389	292	500	500	500	-	0.0%
101-50-55010-050	Custodial Supplies	689	128	-	-	-	-	-	0.0%
101-50-55011-050	Landscape Supplies	-	-	-	-	-	-	-	0.0%
101-50-55012-050	Construction Mats	-	-	-	-	-	-	-	0.0%
101-50-55014-050	Minor Tools & Equip	-	-	-	200	200	200	-	0.0%
101-50-55015-050	Gas & Oil	2,032	967	1,810	2,500	2,500	1,000	(1,500)	-60.0%
101-50-55016-050	Other Supplies & Mats	27	2,500	(5,000)	-	-	-	-	0.0%

**Town of Atherton
Public Works Dept - Engineering 50
Budget 2011-2012**

Account	Description	Actual 2007-08	Actual 2008-09	Actual 2009-10	Adopted Budget 2010-11	Adjusted Budget 2010-11	Requested Budget 2011-12	Increase (Decrease)	
								Year Budget	% Change
101-50-54007-050	Membership/Dues	4,132	3,103	3,169	6,366	6,366	6,700	334	5.2%
101-50-55017-050	Postage	-	67	41	200	200	100	(100)	-50.0%
101-50-53014-050	Utilities - Electricity	1,680	2,123	472	690	690	700	10	1.4%
101-50-53015-050	Utilities - Gas	-	-	254	200	200	400	200	100.0%
101-50-53016-050	Utilities - Water	-	12	317	500	500	100	(400)	-80.0%
101-50-53017-050	Utilities - Sewer	-	-	-	-	-	-	-	0.0%
101-50-53018-050	Utilities - Telephone	3,297	3,741	1,515	1,500	1,500	1,500	-	0.0%
101-50-54003-050	Conferences	2,196	3,508	315	264	264	220	(44)	-16.7%
	Credit Card Merchant Fees	-	-	-	-	-	-	-	0.0%
	Rent - Facilities	-	-	-	-	-	-	-	0.0%
101-50-53033-050	Rent - Mach & Equipment	-	-	-	-	1,500	700	(800)	-53.3%
	Building Improvements	-	-	-	-	-	-	-	0.0%
101-50-57004-050	Machinery & Equipment	-	1,142	-	-	-	-	-	0.0%
101-50-57006-050	Computer Equip/Software	-	-	1499.29	200	200	1,500	1,300	650.0%
101-50-57007-050	Office Machines & Furn	1,319	589	222	500	500	500	-	0.0%
101-50-53501-050	Administrative Services	19,446	19,446	-	-	-	-	-	0.0%
101-50-53502-050	Computer Services Charg	18,639	18,639	-	-	-	-	-	0.0%
	Equip Replace Charges	-	20,620	-	-	-	-	-	0.0%
	Total Operations	283,323	285,811	35,743	47,720	47,720	33,720	(14,000)	-29.3%
	Total DPW Engineering	361,144	433,955	335,240	304,048	316,817	440,698	(283,097)	-89.4%

Public Works Dept - Engineering			
101-50			
			FY 2012
Acct. No.	Title	Quantity, brief description and justification	Requested Appropriations
	Labor Cost	Staffing cost for Engineering Dept	406,978
	Contract Engineering		-
	Vehicle Repair & Maint	Inspector's Vehicle	1,000
	Equipment Repair & Maint	Copier maintenance, drafting and survey equipment	1,400
	Advertising/Publishing	Vendor bid advertising	1,200
	Training & Workshops	Training seminars and courses for staff: Storm Water Quality (NPDES), SWPPP, GIS/AutoCAD, ITS, Asphalt Institute, Misc Engineering	600
	Other Contract Services	San Mateo County Health (NPDES)	600
	Technical Services	GIS - consultant maintenance and upgrade	5,000
	Office Supplies	General office supplies, paper, pens, staples, paper clips, coffee, etc.	2,500
	Safety Supplies & Materials	Vests, hats, glasses, boots, etc.	1,000
	Misc. Computer Software	Annual License for Programs: 1. CADD Licenses (AutoCAD and Microstation) - 2 licenses @\$2,500 2. GIS Licenses (2) (Arcview) - 2 licenses @\$1300	6,300
	Misc. Computer Supplies	Plotter and printer ink/cartridges and paper, plus minor supplies (keyboards, mice, flash drives, etc.)	500
	Minor Tools & Equip	Engineering tools costing less than \$100	200
	Gas & Oil	Inspector's Vehicle	1,000
	Membership/Dues	Professional memberships: 1. ASCE 2@\$245 2. APWA 2@ \$113 3. State PE License 2@\$125 4. State Water Quality Control Board Municipal Regional Permit (NPDES) Fees (\$5,400)	6,700
	Postage		100
	Utilities - Electricity	PG&E	700
	Utilities - Gas	ABAG gas	400
	Utilities - Water	Calwater	100
	Communication	Cellular Phones	1,500
	Conferences	CCEA	220
	Rent - Tools & Equipment	Copier Lease	700
	Machinery & Equipment		-
	Computer Equip/Software	Replacement of 1 old computer	1,500
	Office Machines & Furn	Replace damaged machines or furniture or upgrade based on ergonomic review, i.e., chairs	500
		Total Operations	33,720
		Total DPW - Engineering	440,698

Town of Atherton									
Public Works Dept - Street Maintenance 53									
Budget 2011-2012									
					Adopted	Adjusted	Requested	Increase	
		Actual	Actual	Actual	Budget	Budget	Budget	(Decrease)	
Account	Description	2007-08	2008-09	2009-10	2010-11	2010-11	2011-12	Over Prior	%
								Year Budget	Change
101-53-50001-053	Regular Salaries	316,533	271,585	274,365	225,867	243,387		(243,387)	-100.0%
101-53-50002-053	Part-Time Permanent				-	-		-	0.0%
101-53-50005-053	Temporary Help	8,263	15,698	8,737	10,165	10,165		(10,165)	-100.0%
101-53-50006-053	Overtime	4,064	3,078	5,160	4,400	4,400		(4,400)	-100.0%
101-53-50010-053	Standby Pay	7,105	9,130	6,498	7,375	7,375		(7,375)	-100.0%
101-53-51001-053	Medicare Insurance	3,508	3,609	3,549	3,422	3,422		(3,422)	-100.0%
101-53-51002-053	Social Security	221	975	542	630	630		(630)	-100.0%
101-53-51003-053	PERS Retire Contr - ER	64,320	54,248	35,557	29,742	29,742		(29,742)	-100.0%
101-53-51004-053	PERS Retire Contr - EE			16,842	15,811	15,811		(15,811)	-100.0%
101-53-51008-053	Health Insurance - Active	41,425	44,970	51,937	47,608	47,608		(47,608)	-100.0%
101-53-51009-053	Health Insurance - Retirees			68,791	74,315	74,315		(74,315)	-100.0%
101-53-51010-053	Dental Insurance	4,814	4,674	5,831	4,934	4,934		(4,934)	-100.0%
101-53-51011-053	Vision Insurance	780	729	820	850	850		(850)	-100.0%
101-53-51013-053	Workers Compensation	18,660	15,451	14,621	1,973	1,973		(1,973)	-100.0%
101-53-51014-053	Life & ADD Insurance	767	453	342	356	356		(356)	-100.0%
101-53-51007-053	STD Insurance			4,985	576	576		(576)	-100.0%
101-53-51015-053	LTD Insurance	5,074	4,338	3,562	1,626	1,626		(1,626)	-100.0%
101-53-51016-053	Unemployment Insurance	-	-	2,972	2,360	2,360		(2,360)	-100.0%
101-53-51018-053	Uniforms	4,401	4,266	3,399	3,450	3,450		(3,450)	-100.0%
101-53-51019-053	Auto Allowance	-	319	208	360	360		(360)	-100.0%
101-53-50013-053	EE Benefits Earned			2,650	2,259	2,259		(2,259)	-100.0%
101-53-50015-053	Salary Allocated to CIP	-	-	-	-	-		-	0.0%
101-53-50014-053	Salary Savings	-	-	-	-	-		-	0.0%
	Labor Cost						377,032	377,032	100.0%
	Total Salaries & Benefits	479,936	433,521	511,366	438,079	455,599	377,032	(78,568)	-17.2%
101-53-52010-053	Contract Engineering				-	-	-	-	0.0%
101-53-52012-053	Contract Plan Reviewer				-	-	-	-	0.0%
101-53-53001-053	Vehicle Repair & Maint	5,863	5,973	8,608	2,500	2,500	3,000	500	20.0%
101-53-53002-053	Equipment Repair & Maint		131	743	1,000	1,000	1,000	-	0.0%
101-53-53003-053	Building Security				-	-	-	-	0.0%
101-53-53004-053	Facility Repair & Maint		1,077	1,825	3,000	3,000	3,000	-	0.0%
101-53-53008-053	Contract Custodial Services	2,860	2,389		-	-	-	-	0.0%
101-53-53005-053	HVAC Repair & Maint				-	-	-	-	0.0%
101-53-53006-053	Electrical Repair & Maint			573	-	-	-	-	0.0%
101-53-53007-053	Roof Repair & Maint				-	-	-	-	0.0%
101-53-53009-053	Tree Maintenance	41,341	25,019	32,713	50,000	50,000	100,000	50,000	100.0%
101-53-55001-053	Pesticides & Fertilizer	980	-	1,970	5,000	5,000	5,000	-	0.0%
101-53-53010-053	Street Sweeping			9,927	21,000	21,000	24,000	3,000	14.3%
101-53-53011-053	Contract Lndscp Maint.	32,973	33,043		20,000	20,000	17,000	(3,000)	-15.0%
101-53-53012-053	Traffic Signal Repair & Maint	14,617	12,440	12,677	15,000	15,000	10,000	(5,000)	-33.3%
101-53-53013-053	Street Light Repair & Maint			4,508	20,000	20,000	10,000	(10,000)	-50.0%
101-53-53024-053	Advertising/Publishing	3,560	-		-	-	2,400	2,400	100.0%
101-53-54004-053	Training & Workshops		90	200	800	800	1,200	400	50.0%
101-53-53029-053	Contract Inspection & Testing		75	659	1,000	1,000	1,000	-	0.0%
101-53-54010-053	Other Contract Services	52,226	45,936	17,435	9,000	20,910	4,000	(16,910)	-80.9%
101-53-55018-053	Disaster Preparedness				-	-	-	-	0.0%
101-53-52017-053	Technical Services				-	-	-	-	0.0%
101-53-55002-053	Office Supplies	246	291	283	100	100	100	-	0.0%
101-53-55006-053	Safety Supplies & Mats	1,782	1,806	547	1,000	1,000	1,250	250	25.0%
101-53-55008-053	Misc. Computer Software		600	825	800	800	400	(400)	-50.0%
101-53-55009-053	Misc. Computer Supplies				250	250	250	-	0.0%
101-53-55010-053	Custodial Supplies	1,007	616		-	-	-	-	0.0%
101-53-55011-053	Landscape Supplies	157	475	541	500	500	500	-	0.0%
101-53-55012-053	Construction Mats	11,986	12,880	10,750	15,000	15,000	15,000	-	0.0%
101-53-55014-053	Minor Tools & Equip	1,217	919	487	700	700	-	(700)	-100.0%
101-53-55015-053	Gas & Oil	13,638	11,711	9,951	9,000	9,000	9,000	-	0.0%
101-53-55016-053	Other Supplies & Mats	27	-		-	-	-	-	0.0%

Town of Atherton									
Public Works Dept - Street Maintenance 53									
Budget 2011-2012									
					Adopted	Adjusted	Requested	Increase (Decrease)	
Account	Description	Actual 2007-08	Actual 2008-09	Actual 2009-10	Budget 2010-11	Budget 2010-11	Budget 2011-12	Over Prior Year Budget	% Change
101-53-54007-053	Membership/Dues	4,400	145	490	403	403	403	-	0.0%
101-53-55017-053	Postage				-	-	-	-	0.0%
101-53-53014-053	Utilities - Electricity	64,666	62,739	56,135	50,000	50,000	50,000	-	0.0%
101-53-53015-053	Utilities - Gas			654	1,200	1,200	1,200	-	0.0%
101-53-53016-053	Utilities - Water		394	10,070	10,000	10,000	10,000	-	0.0%
101-53-53017-053	Utilities - Sewer							-	0.0%
101-53-53018-053	Utilities - Telephone	2,325	2,796	2,817	2,700	2,700	2,200	(500)	-18.5%
101-53-54003-053	Conferences	2,922	2,104	1,030	2,000	2,000	1,000	(1,000)	-50.0%
	Credit Card Merchant Fees							-	0.0%
101-58-53034-058	Rent - Facilities				-	-	-	-	0.0%
101-53-53033-053	Rent - Mach & Equipment	11,283	12,013	20,518	19,000	19,000	15,000	(4,000)	-21.1%
	Building Improvements		268		-	-	-	-	0.0%
101-53-57004-053	Machinery & Equipment		20,537	3,472	5,000	5,000	5,000	-	0.0%
101-53-57006-053	Computer Equip/Software			1,490	2,000	2,000	-	(2,000)	-100.0%
101-53-57007-053	Office Machines & Furn		321		500	500	500	-	0.0%
101-53-53501-053	Administrative Services				-	-	-	-	0.0%
101-53-53502-053	Computer Services Charg				-	-	-	-	0.0%
101-53-53503-053	Equip Replace Charges			17,361	17,361	17,361	17,361	-	0.0%
	Total Operations	270,076	256,790	229,259	285,814	297,724	310,764	13,040	4.4%
	Total DPW Street Maint	750,011	690,311	740,625	723,893	753,323	687,796	(65,528)	-8.7%

		Public Works Dept - Street Maintenance		
		101-53		
				FY 2012
Acct. No.	Title	Quantity, brief description and justification		Requested Appropriations
	Labor Cost			377,032
	Vehicle Repair & Maint	Fleet trucks (4), dump truck		3,000
	Equipment Repair & Maint	Backhoe and small equip		1,000
	Facility Repair & Maint	Fencing, guardrail, storm drain slip lining		3,000
	Tree Maintenance	R/W and Town Center - tree contract for summer/fall trim, winter storm damage repair, spring trim		100,000
	Pesticides & Fertilizer	Spray for insects and weeds		5,000
	Street Sweeping	Monthly/storm sweeping (\$2,000 per month from Recology)		24,000
	Contract Lndscp Maint.	Contract landscape for Town Center and Streets; El Camino Real and Ceballo		17,000
	Traffic Signal Repair & Maint	Signals (3) and in-roadway lighted crosswalks (2) monthly maintenance and needed repairs		10,000
	Street Light Repair & Maint	R/W and Town Center		10,000
	Advertising/Publishing	Vendor bid advertising		2,400
	Training & Workshops	Training seminars and courses for staff: NPDES/SWPPP; GIS; MSA, MSC, ITS, Asphalt Institute		1,200
	Contract Inspection & Testing	Storm drain videos		1,000
	Other Contract Services	Graffiti abatement - San Mateo County		4,000
	Office Supplies	General office supplies, paper, pens, staples, paper clips, coffee, etc.		100
	Safety Supplies & Materials	Vests, hats, glasses, rubber boots, chaps, jackets, etc. Expect additional stock necessary for Sheriffs work program personnel.		1,250
	Misc.Computer Software	Cost of Upgrades to License and Programs: Rainmaster irrigation controller		400
	Misc. Computer Supplies	Minor supplies (keyboards, mice, flash drives, etc.)		250
	Landscape Supplies	Replacement plant material for R/W and Town Center; fertilizers, mulch, tree stakes, etc.		500
	Construction Mats	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.		15,000
	Minor Tools & Equip	Replace broken/worn out hand tools costing \$100 or less (shovels, rakes, hammers, brooms, etc.) Expect additional stock necessary for Sheriffs work program personnel.		-
	Gas & Oil	For department fleet vehicles and equipment		9,000
	Membership/Dues	Professional memberships: MSA \$145, APWA \$113		403
	Utilities - Electricity	PG&E		50,000
	Utilities - Gas	ABAG gas		1,200
	Utilities - Water	Cal water		10,000
	Communication	Cellular Phones		2,200
	Conferences	MSA meetings; reimbursement for use of private vehicles by staff not receiving auto allowance. 2011 statewide conference not to be attended.		1,000

		Public Works Dept - Street Maintenance		
		101-53		
				FY 2012
Acct. No.	Title	Quantity, brief description and justification		Requested Appropriations
	Rent - Tools & Equipment	Specialized equipment: 1. Crack seal kettle \$4000 2. Vacuum drain cleaner for storm drains \$9000 3. Rollers, Compressors, Pumps, etc. \$2000		15,000
	Machinery & Equipment	Replace traffic counters (Phase 2)		5,000
	Computer Equip/Software	Replace non-working/damaged/obsolete computers		-
	Office Machines & Furn	Replace damaged machines or furniture; upgrade based on ergonomic review, i.e., chairs		500
	Equip Replace Charges	For future replacement of vehicles & equipment		17,361
		Total Operations		310,764
		Total DPW - Street Maintenance		687,796

Town of Atherton									
Public Works Dept - Park Maintenance 57									
Budget 2011-2012									
Account	Description	Actual	Actual	Actual	Adopted	Adjusted	Requested	Increase	
		2007-08	2008-09	2009-10	Budget	Budget	Budget	(Decrease)	%
					2010-11	2010-11	2011-12	Year Budget	Change
101-57-50001-057	Regular Salaries	74,051	118,858	132,709	166,736	175,394		(175,394)	-100.0%
101-57-50002-057	Part-Time Permanent				-	-		-	0.0%
101-57-50005-057	Temporary Help	30,217	42,789	24,879	3,978	3,978		(3,978)	-100.0%
101-57-50006-057	Overtime	1,098	998	1,159	1,000	1,000		(1,000)	-100.0%
101-57-50010-057	Standby Pay	1,954	2,166	1,165	4,720	4,720		(4,720)	-100.0%
101-57-51001-057	Medicare Insurance	387	1,079	1,043	2,475	2,475		(2,475)	-100.0%
101-57-51002-057	Social Security	1,251	1,710	1,407	247	247		(247)	-100.0%
101-57-51003-057	PERS Retire Contr - ER	15,875	24,961	18,072	21,956	21,956		(21,956)	-100.0%
101-57-51004-057	PERS Retire Contr - EE			8,389	11,672	11,672		(11,672)	-100.0%
101-57-51008-057	Health Insurance - Active	8,238	12,646	11,942	22,396	22,396		(22,396)	-100.0%
101-57-51009-057	Health Insurance - Retirees			11,150	11,390	27,531		(27,531)	-100.0%
101-57-51010-057	Dental Insurance	1,204	1,734	2,271	3,286	3,286		(3,286)	-100.0%
101-57-51011-057	Vision Insurance	120	219	243	414	414		(414)	-100.0%
101-57-51013-057	Workers Compensation	5,523	7,775	7,931	1,397	1,397		(1,397)	-100.0%
101-57-51014-057	Life & ADD Insurance	181	186	146	237	237		(237)	-100.0%
101-57-51007-057	STD Insurance			1,916	384	384		(384)	-100.0%
101-57-51015-057	LTD Insurance	1,198	1,922	1,726	1,202	1,202		(1,202)	-100.0%
101-57-51016-057	Unemployment Insurance	-	-	1,596	1,707	1,707		(1,707)	-100.0%
101-57-51018-057	Uniforms	1,917	1,701	899	813	813		(813)	-100.0%
101-57-51019-057	Auto Allowance	-	319	208	360	360		(360)	-100.0%
101-57-50013-057	EE Benefits Earned			1,298	1,667	1,667		(1,667)	-100.0%
101-57-50015-057	Salary Allocated to CIP	-	-	-	-	-		-	0.0%
101-57-50014-057	Salary Savings	-	-	-	-	-		-	0.0%
	Labor Cost						210,876	210,876	100.0%
	Total Salaries & Benefits	143,213	219,065	230,149	258,038	282,837	210,876	(71,961)	-25.4%
	Contract Engineering				-	-	-	-	0.0%
	Contract Plan Reviewer				-	-	-	-	0.0%
101-57-53001-057	Vehicle Repair & Maint	125	258	422	500	500	1,000	500	100.0%
101-57-53002-057	Equipment Repair & Maint		358	3,055	2,500	2,500	2,000	(500)	-20.0%
101-57-53003-057	Building Security				-	-	-	-	0.0%
101-57-53004-057	Facility Repair & Maint	12,584	1,574	3,910	2,500	2,500	2,500	-	0.0%
101-57-53008-057	Contract Custodial Services				-	-	-	-	0.0%
101-57-53005-057	HVAC Repair & Maint				-	-	-	-	0.0%
101-57-53006-057	Electrical Repair & Maint				500	500	500	-	0.0%
101-57-53007-057	Roof Repair & Maint				-	-	-	-	0.0%
101-57-53009-057	Tree Maintenance	10,000	3,695	9,075	10,000	10,000	10,000	-	0.0%
101-57-53036-057	Pesticides & Fertilizer	10,735	10,690	12,933	10,000	10,000	10,000	-	0.0%
101-57-53010-057	Street Sweeping				-	-	-	-	0.0%
101-57-53011-057	Contract Lndscp Maint.	36,247	27,692		-	-	-	-	0.0%
101-57-53012-057	Traffic Signal Repair & Maint			11	-	-	-	-	0.0%
101-57-53013-057	Street Light Repair & Maint			3,617	2,500	2,500	2,000	(500)	-20.0%
101-57-53024-057	Advertising/Publishing		1,392		-	-	1,200	1,200	100.0%
101-57-54004-057	Training & Workshops				300	300	300	-	0.0%
101-57-53029-057	Contract Inspection & Testing		363	1,000	3,000	3,000	3,000	-	0.0%
101-57-54010-057	Other Contract Services	6,122	7,785	4,360	2,000	2,000	500	(1,500)	-75.0%
101-57-55018-057	Disaster Preparedness				-	-	-	-	0.0%
101-57-52017-057	Technical Services				-	-	-	-	0.0%
101-57-55002-057	Office Supplies	277	61	7	100	100	100	-	0.0%
101-57-55006-057	Safety Supplies & Mats	192	387	100	750	750	250	(500)	-66.7%
101-57-55008-057	Misc. Computer Software		458	737	1,200	316	1,200	884	279.7%
101-57-55009-057	Misc. Computer Supplies			461	100	100	100	-	0.0%
101-57-55010-057	Custodial Supplies	1,133	1,976	32	1,000	1,000	1,000	-	0.0%
101-57-55011-057	Landscape Supplies	10,096	8,830	5,542	4,250	4,250	4,250	-	0.0%
101-57-55012-057	Construction Mats	3,381	2,819	5,099	2,500	2,500	2,500	-	0.0%
101-57-55014-057	Minor Tools & Equip	152	477	419	500	500	-	(500)	-100.0%
101-57-55015-057	Gas & Oil	1,750	1,660	1,445	500	500	1,000	500	100.0%

Town of Atherton									
Public Works Dept - Park Maintenance 57									
Budget 2011-2012									
					Adopted	Adjusted	Requested	Increase	
		Actual	Actual	Actual	Budget	Budget	Budget	(Decrease)	
Account	Description	2007-08	2008-09	2009-10	2010-11	2010-11	2011-12	Over Prior	%
								Year Budget	Change
101-57-55016-057	Other Supplies & Matls	36	343		-	-	-	-	0.0%
101-57-54007-057	Membership/Dues				200	200	200	-	0.0%
101-57-55017-057	Postage				-	-	-	-	0.0%
101-57-53014-057	Utilities - Electricity	3,882	3,288	3,530	3,000	3,000	3,000	-	0.0%
101-57-53015-057	Utilities - Gas							-	0.0%
101-57-53016-057	Utilities - Water							-	0.0%
101-57-53017-057	Utilities - Sewer							-	0.0%
101-57-53018-057	Utilities - Telephone	2,796		755	600	600	600	-	0.0%
101-57-54003-057	Conferences		824		100	100	-	(100)	-100.0%
	Credit Card Merchant Fees							-	0.0%
101-57-53034-057	Rent - Facilities				-	-	-	-	0.0%
101-57-53033-057	Rent - Mach & Equipment		335	717	1,000	1,000	1,000	-	0.0%
	Building Improvements				-	-	10,000	10,000	0.0%
101-57-57004-057	Machinery & Equipment	702			500	-	500	500	100.0%
101-57-57006-057	Computer Equip/Software				-	1,384	-	(1,384)	-100.0%
101-57-57007-057	Office Machines & Furn				500	500	500	-	0.0%
101-57-53501-057	Administrative Services				-	-	-	-	0.0%
101-57-53502-057	Computer Services Chrg				-	-	-	-	0.0%
101-57-53503-057	Equip Replace Charges			2,531	2,531	2,531	2,531	-	0.0%
	Total Operations	100,211	75,264	59,759	53,131	53,131	61,731	8,600	13.9%
	Total DPW Park Maintenance	243,424	294,329	289,908	311,169	335,968	272,607	(63,361)	-18.9%

		Public Works Dept - Park Maint	
		101-57	
			FY 2012
Acct. No.	Title	Quantity, brief description and justification	Requested Appropriations
	Labor Cost		210,876
	Vehicle Repair & Maint	Fleet truck, utility vehicle	1,000
	Equipment Repair & Maint	Tractor, small equipment repairs (blowers, weed eaters, chainsaws, etc.)	2,000
	Facility Repair & Maint	Irrigation well and pump	2,500
	Electrical Repair & Maint	Miscellaneous electrical repairs	500
	Tree Maintenance	Contract tree maintenance	10,000
	Pesticides & Fertilizer	Pest and weed control, fertilize turf grasses	10,000
	Street Light Repair & Maint	Parking lot and entry lighting	2,000
	Advertising/Publishing	Vendor bid advertising	1,200
	Training & Workshops	Training seminars and courses for staff: SWPPP/NPDES, MSA, MSC	300
	Contract Inspection & Testing	Playground, fire extinguishers, sprinklers, pumps, well water, soil tests, etc.	3,000
	Other Contract Services	Bee removal, etc.	500
	Office Supplies	General office supplies, paper, pens, staples, paper clips, coffee, etc.	100
	Safety Supplies & Matls	Vests, hats, glasses, boots, chaps, jackets, etc. Expect additional stock necessary for Sheriffs work program personnel.	250
	Misc. Computer Software	Cost of Upgrades License and Programs; Rainmaster Irrigation controllers	1,200
	Misc. Computer Supplies	Minor supplies (keyboards, mice, flash drives, etc.)	100
	Custodial Supplies	Supplies used in the operation or routine maintenance of the park grounds including: restroom and kitchen paper supplies, cleaning supplies, light bulbs, drinking water, pet waste bags, etc.	1,000
	Landscape Supplies	Replacement plant material for the park; fertilizers, mulch, tree stakes, etc.	4,250
	Construction Matls	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.	2,500
	Minor Tools & Equip	Replace broken/worn out hand tools costing \$100 or less (shovels, rakes, hammers, brooms, etc.) Expect additional stock necessary for Sheriffs work program personnel.	-
	Gas & Oil	For department fleet vehicles and equipment	1,000
	Membership/Dues	Professional memberships: MSA, Turf Grass Association	200
	Utilities - Electricity	PG&E	3,000
	Utilities - Gas		-
	Utilities - Water		-
	Utilities - Sewer		-
	Communication	Cellular Phones	600
	Conferences	MSA meetings; reimbursement for use of private vehicles by staff not receiving auto allowance	-
	Credit Card Merchant Fees		-
	Rent - Facilities		-

		Public Works Dept - Park Maint	
		101-57	
			FY 2012
Acct. No.	Title	Quantity, brief description and justification	Requested Appropriations
	Rent - Tools & Equipment	Trenchers for irrigation, fork-lift, man-lift, etc.	1,000
	Building Improvements	HP Park parking lot lighting	10,000
	Machinery & Equipment	Replacement of daily use equipment such as leaf blowers, chainsaws and weed eaters	500
	Computer Equipment		-
	Office Machines & Furn	Replace damaged machines or furniture or upgrade based on ergonomic review, i.e., chairs	500
	Equip Replace Charges	For future replacement of vehicles & equipment	2,531
		Total Operations	61,731
		Total DPW - Park Maintenance	272,607

Town of Atherton Public Works Dept - Park Programs 58 Budget 2011-2012									
Account	Description	Actual	Actual	Actual	Adopted	Adjusted	Requested	Increase	
		2007-08	2008-09	2009-10	Budget 2010-11	Budget 2010-11	Budget 2011-12	(Decrease) Over Prior	% Change
101-58-50001-058	Regular Salaries	109,688	117,579	118,452	116,262	120,445		(120,445)	-100.0%
101-58-50002-058	Part-Time Permanent	6,227	966					-	0.0%
101-58-50005-058	Temporary Help	81,564	77,542	64,701	55,688	55,688		(55,688)	-100.0%
101-58-50006-058	Overtime	84	488	281	400	400		(400)	-100.0%
101-58-50010-058	Standby Pay	-	-		-	-		-	0.0%
101-58-51001-058	Medicare Insurance	1,611	1,805	16,548	2,493	2,493		(2,493)	-100.0%
101-58-51002-058	Social Security	5,019	4,746	3,956	3,453	3,453		(3,453)	-100.0%
101-58-51003-058	PERS Retire Contr - ER	23,910	23,974	15,860	15,309	15,309		(15,309)	-100.0%
101-58-51004-058	PERS Retire Contr - EE	-	-	7,513	8,138	8,138		(8,138)	-100.0%
101-58-51008-058	Health Insurance - Active	18,388	20,142	19,989	21,147	21,147		(21,147)	-100.0%
101-58-51009-058	Health Insurance - Retiree	-	-	30,646	29,791	29,791		(29,791)	-100.0%
101-58-51010-058	Dental Insurance	1,656	1,834	2,287	2,291	2,291		(2,291)	-100.0%
101-58-51011-058	Vision Insurance	292	320	328	313	313		(313)	-100.0%
101-58-51013-058	Workers Compensation	6,064	5,997	5,126	937	937		(937)	-100.0%
101-58-51014-058	Life & ADD Insurance	513	256	184	203	203		(203)	-100.0%
101-58-51007-058	STD Insurance	-	-	1,915	269	269		(269)	-100.0%
101-58-51015-058	LTD Insurance	1,760	1,902	1,557	844	844		(844)	-100.0%
101-58-51016-058	Unemployment Insurance	-	-	1,817	1,719	1,719		(1,719)	-100.0%
101-58-51018-058	Uniforms	1,164	1,103	1,120	813	813		(813)	-100.0%
101-58-51019-058	Auto Allowance	-	319	208	360	360		(360)	-100.0%
101-58-50013-058	EE Benefits Earned	-	-	1,163	1,163	1,163		(1,163)	-100.0%
101-58-50015-058	Salary Allocated to CIP	-	-	-	-	-		-	0.0%
101-58-50014-058	Salary Savings	-	-	-	-	-		-	0.0%
	Labor Cost						192,594	192,594	100.0%
	Total Salaries & Benefits	257,940	258,970	293,650	261,592	265,775	192,594	(73,181)	-27.5%
	Contract Engineering				-	-	-	-	0.0%
	Contract Plan Reviewer				-	-	-	-	0.0%
101-58-53001-058	Vehicle Repair & Maint	17	77		500	500	500	-	0.0%
101-58-53002-058	Equipment Repair & Maint		76	524	500	500	500	-	0.0%
101-58-53003-058	Building Security							-	0.0%
101-58-53004-058	Facility Repair & Maint	1,038	135	1,149	2,000	2,000	2,000	-	0.0%
	Contract Custodial Services	5,217	4,663	1,557				-	0.0%
101-58-53005-058	HVAC Repair & Maint	-	-					-	0.0%
101-58-53006-058	Electrical Repair & Maint	-	-	67	500	500	500	-	0.0%
101-58-53007-058	Roof Repair & Maint	-	-					-	0.0%
101-58-53009-058	Tree Maintenance	-	-					-	0.0%
101-58-53036-058	Pesticides & Fertilizer	-	-	99				-	0.0%
101-58-53010-058	Street Sweeping	-	-					-	0.0%
101-58-53011-058	Contract Landscape Maint.	-	-					-	0.0%
101-58-53012-058	Traffic Signal Repair & Maint	-	-					-	0.0%
101-58-53013-058	Street Light Repair & Maint	-	-					-	0.0%
101-58-53024-058	Advertising/Publishing	14,834	13,246	12,750	8,000	8,000	-	(8,000)	-100.0%
101-58-54004-058	Training & Workshops	-	-		300	300	-	(300)	-100.0%
101-58-53029-058	Contract Inspection & Testing	-	-					-	0.0%
101-58-54010-058	Other Contract Services	4,222	815	530				-	0.0%
101-58-55018-058	Disaster Preparedness	-	-					-	0.0%
101-58-52017-058	Technical Services	-	-					-	0.0%
101-58-55002-058	Office Supplies	197	97	6	100	100	200	100	100.0%
101-58-55006-058	Safety Supplies & Matis	-	170					-	0.0%
101-58-55008-058	Misc. Computer Software	-	-					-	0.0%
101-58-55009-058	Misc. Computer Supplies	-	-		250	250	150	(100)	-40.0%
101-58-55010-058	Custodial Supplies	5,387	4,543	3,960	5,500	5,500	5,000	(500)	-9.1%
101-58-55011-058	Landscape Supplies	5,598	1,120	1,678	2,500	2,500	2,500	-	0.0%
101-58-55012-058	Construction Matis	619	388	1,469	1,000	1,000	1,000	-	0.0%
101-58-55014-058	Minor Tools & Equip	271	25	74	500	500	-	(500)	-100.0%
101-58-55015-058	Gas & Oil	-	-	96	-	-	-	-	0.0%
101-58-55016-058	Other Supplies & Matis	625	1,652	496	-	-	-	-	0.0%

Town of Atherton									
Public Works Dept - Park Programs 58									
Budget 2011-2012									
Account	Description	Actual 2007-08	Actual 2008-09	Actual 2009-10	Adopted Budget 2010-11	Adjusted Budget 2010-11	Requested Budget 2011-12	Increase	
								(Decrease) Over Prior Year Budget	% Change
101-58-54007-058	Membership/Dues				-	-	-	-	0.0%
101-58-55017-058	Postage				-	-	-	-	0.0%
101-58-53014-058	Utilities - Electricity	19,885	16,387	11,514	11,500	11,500	10,000	(1,500)	-13.0%
101-58-53015-058	Utilities - Gas			1,476	1,000	1,000	2,000	1,000	100.0%
101-58-53016-058	Utilities - Water			2,111	2,000	2,000	2,000	-	0.0%
101-58-53017-058	Utilities - Sewer			9,096	2,500	2,500	-	(2,500)	-100.0%
101-58-53018-058	Utilities - Telephone	7,214	8,666	2,015	2,000	2,000	2,000	-	0.0%
101-58-54003-058	Conferences	393	421		-	-	-	-	0.0%
101-58-53030-058	Credit Card Merchant Fees		2,992	3,382	500	500	2,500	2,000	400.0%
101-58-53034-058	Rent - Facilities	545	4,366	4,206	4,800	4,800	4,800	-	0.0%
101-58-53033-058	Rent - Mach & Equipment	2,897		265	500	500	500	-	0.0%
101-58-57002-058	Building Improvements	15,965						-	0.0%
101-58-57004-058	Machinery & Equipment	2,333		55	-	-	2,000	2,000	100.0%
101-58-57006-058	Computer Equip/Software			946.31	-	-	-	-	0.0%
101-58-57007-058	Office Machines & Furn	14,687		34	500	500	-	(500)	-100.0%
101-58-53501-058	Administrative Services				-	-	-	-	0.0%
101-58-53502-058	Computer Services Charge				-	-	-	-	0.0%
101-58-53503-058	Equip Replace Charges				-	-	-	-	0.0%
	Total Operations	101,945	59,841	59,555	46,950	46,950	38,150	(8,800)	-18.7%
	Total DPW Park Programs	359,885	318,811	353,205	308,542	312,725	230,744	(81,981)	-26.2%

		Public Works Dept - Park Programs	
		101-58	
			FY 2012
Acct. No.	Title	Quantity, brief description and justification	Requested Appropriations
	Labor Cost		192,594
	Vehicle Repair & Maint	Utility vehicle	500
	Equipment Repair & Maint	Appliances, office equipment, etc.	500
	Facility Repair & Maint	Carpet, carpentry, tables, chairs, etc.	2,000
	Electrical Repair & Maint	Miscellaneous electrical repairs	500
	Advertising/Publishing	"Here Comes the Guide"	-
	Training & Workshops	Training seminars and courses for staff	-
	Office Supplies	General office supplies, paper, pens, staples, paper clips, coffee, etc.	200
	Misc. Computer Supplies	Minor supplies (keyboards, mice, flash drives, etc.)	150
	Custodial Supplies	Supplies used in the operation or routine maintenance of the park event buildings including: restroom and kitchen paper supplies, cleaning supplies, light bulbs, drinking water, etc.	5,000
	Landscape Supplies	Replacement plant material for the park event areas; fertilizers, mulch, tree stakes, etc.	2,500
	Construction Matls	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.	1,000
	Minor Tools & Equip	Hand tools costing \$100 or less (hammers, brooms, mops, etc.)	-
	Utilities -Electricity	PG&E	10,000
	Utilities - Gas	ABAG gas	2,000
	Utilities Water	Calwater	2,000
	Communication	Cellular Phones	2,000
	Credit Card Svs Fees	For processing of credit card transactions	2,500
	Rent - Facilities	Event storage - PODS	4,800
	Rent - Tools & Equipment	Steam cleaner	500
	Machinery & Equipment	New vacuum cleaners (2) to replace 20-year old units	2,000
	Computer Equipment	Replacement of 1 old computer	-
	Office Machines & Furn	Replace damaged machines or furniture or upgrade based on ergonomic review, i.e., chairs	-
		Total Operations	38,150
		Total DPW - Park Programs	230,744

Town of Atherton									
Public Works Dept - Building Maintenance 59									
Budget 2011-2012									
Account	Description	Actual 2007-08	Actual 2008-09	Actual 2009-10	Adopted Budget 2010-11	Adjusted Budget 2010-11	Requested Budget 2011-12	Increase	
								(Decrease)	%
								Over Prior Year Budget	Change
101-59-50001-059	Regular Salaries	89,595	108,402	115,335	111,814	116,780		(116,780)	-100.0%
	Part-Time Permanent	-			-	-		-	0.0%
101-59-50005-059	Temporary Help	12,451	1,028		-	-		-	0.0%
101-59-50006-059	Overtime	4,374	1,429	562	800	800		(800)	-100.0%
101-59-50010-059	Standby Pay	5,272	1,965	922	1,180	1,180		(1,180)	-100.0%
101-59-51001-059	Medicare Insurance	1,615	1,412	2,559	1,621	1,621		(1,621)	-100.0%
101-59-51002-059	Social Security	772	64		-	-		-	0.0%
101-59-51003-059	PERS Retire Contr - ER	17,807	21,801	15,254	14,724	14,724		(14,724)	-100.0%
101-59-51004-059	PERS Retire Contr - EE	-		7,225	7,827	7,827		(7,827)	-100.0%
101-59-51008-059	Health Insurance - Active	25,904	19,061	22,147	20,968	20,968		(20,968)	-100.0%
101-59-51009-059	Health Insurance - Retirees				-	-		-	0.0%
101-59-51010-059	Dental Insurance	1,955	1,671		2,154	2,154		(2,154)	-100.0%
101-59-51011-059	Vision Insurance	507	340	357	364	364		(364)	-100.0%
101-59-51013-059	Workers Compensation	5,443	4,757	4,789	760	760		(760)	-100.0%
101-59-51014-059	Life & ADD Insurance	338	199	156	167	167		(167)	-100.0%
101-59-51007-059	STD Insurance			1784.91	250	250		(250)	-100.0%
101-59-51015-059	LTD Insurance	1,405	1,744	1,489	772	772		(772)	-100.0%
101-59-51016-059	Unemployment Insurance	-		1,175	1,118	1,118		(1,118)	-100.0%
101-59-51018-059	Uniforms	-			-	-		-	0.0%
101-59-51019-059	Auto Allowance	-	318	207	360	360		(360)	-100.0%
101-59-50013-059	EE Benefits Earned			1,123	1,118	1,118		(1,118)	-100.0%
101-59-50015-059	Salary Allocated to CIP	-	-		-	-		-	0.0%
101-59-50014-059	Salary Savings							-	0.0%
	Labor Cost						106,456	106,456	100.0%
	Total Salaries & Benefits	167,437	164,191	175,087	165,997	170,963	106,456	(64,507)	-37.7%
101-59-52010-059	Contract Engineering		14,600		-	-		-	0.0%
	Contract Plan Reviewer				-	-		-	0.0%
101-59-53001-059	Vehicle Repair & Maint	740			-	-		-	0.0%
101-59-53002-059	Equipment Repair & Maint		273		500	500	500	-	0.0%
101-59-53003-059	Building Security	31,384		843	2,000	2,000	2,000	-	0.0%
101-59-53004-059	Facility Repair & Maint		14,625	6,746	7,500	7,500	10,000	2,500	33.3%
101-59-53008-059	Contract Custodial Services			14,906	14,500	14,500	15,000	500	3.4%
101-59-53005-059	HVAC Repair & Maint			11,400	7,500	7,500	5,500	(2,000)	-26.7%
101-59-53006-059	Electrical Repair & Maint			230	5,000	5,000	3,000	(2,000)	-40.0%
101-59-53007-059	Roof Repair & Maint			1,046	5,000	5,000	2,000	(3,000)	-60.0%
101-59-53009-059	Tree Maintenance				-	-	-	-	0.0%
101-59-53036-059	Pesticides & Fertilizer	1,180	600	3,620	3,000	3,000	1,000	(2,000)	-66.7%
101-59-53010-059	Street Sweeping				-	-	-	-	0.0%
101-59-53011-059	Contract Landscape Maint.				-	-	-	-	0.0%
101-59-53012-059	Traffic Signal Repair & Maint				-	-	-	-	0.0%
101-59-53013-059	Street Light Repair & Maint				-	-	-	-	0.0%
101-59-53024-059	Advertising/Publishing		928		-	-	-	-	0.0%
101-59-54004-059	Training & Workshops				-	-	-	-	0.0%
101-59-53029-059	Contract Inspection & Testing			2,635	2,500	2,500	2,500	-	0.0%
101-59-54010-059	Other Contract Services	38,026	7,543	1,018	500	500	500	-	0.0%
101-59-55018-059	Disaster Preparedness				2,500	2,500	2,500	-	0.0%
101-59-52017-059	Technical Services				-	-	-	-	0.0%
101-59-55002-059	Office Supplies				-	-	-	-	0.0%
101-59-55006-059	Safety Supplies & Mats				100	100	100	-	0.0%
101-59-55008-059	Misc. Computer Software				-	-	-	-	0.0%
101-59-55009-059	Misc. Computer Supplies				-	-	-	-	0.0%
101-59-55010-059	Custodial Supplies	2,981	2,823	3,242	3,500	3,500	3,000	(500)	-14.3%
101-59-55011-059	Landscape Supplies	485	79	199	250	250	250	-	0.0%
101-59-55012-059	Construction Mats	2,120	1,834	1,697	2,500	2,500	2,500	-	0.0%
101-59-55014-059	Minor Tools & Equip			87	100	100	-	(100)	-100.0%

Town of Atherton									
Public Works Dept - Building Maintenance 59									
Budget 2011-2012									
					Adopted	Adjusted	Requested	Increase	
		Actual	Actual	Actual	Budget	Budget	Budget	(Decrease)	
Account	Description	2007-08	2008-09	2009-10	2010-11	2010-11	2011-12	Over Prior	%
								Year Budget	Change
101-59-55015-059	Gas & Oil	694						-	0.0%
101-59-55016-059	Other Supplies & Matis				-	4,735	-	(4,735)	-100.0%
101-59-54007-059	Membership/Dues				-	-	-	-	0.0%
101-59-55017-059	Postage				-	-	-	-	0.0%
101-59-53014-059	Utilities - Electricity	3,629	2,340		-	-	500	500	100.0%
101-59-53015-059	Utilities - Gas			522			700	700	100.0%
101-59-53016-059	Utilities - Water							-	0.0%
101-59-53017-059	Utilities - Sewer			11,081	1,350	1,350	1,350	-	0.0%
101-59-53018-059	Utilities - Telephone				-	-	-	-	0.0%
101-59-54003-059	Conferences				-	-	-	-	0.0%
	Credit Card Merchant Fees							-	0.0%
101-58-53034-058	Rent - Facilities		22,198		-	-	-	-	100.0%
101-59-53033-059	Rent - Mach & Equipment	230		345	-	-	-	-	0.0%
101-59-57002-059	Building Improvements		1,464				5,800	5,800	100.0%
101-59-57004-059	Machinery & Equipment	2,229			3,000	3,000	5,000	2,000	66.7%
	Computer Equip/Software				-	-	-	-	0.0%
101-59-57007-059	Office Machines & Furn	12,136		60	-	-	-	-	0.0%
	Administrative Services				-	-	-	-	0.0%
	Computer Services Charg				-	-	-	-	0.0%
	Equip Replace Charges				-	-	-	-	0.0%
	Total Operations	95,834	69,306	59,677	61,300	66,035	63,700	(2,335)	-3.5%
	Total DPW Bldg Maint	263,271	233,497	234,763	227,297	236,998	170,156	(66,842)	-28.2%

Public Works Dept - Building Maintenance			
101-59			
			FY 2012
Acct. No.	Title	Quantity, brief description and justification	Requested Appropriations
	Labor Cost		106,456
	Equipment Repair & Maint	Appliances, clocks, etc.	500
	Building Security	Gates, fences, doors, locks, for all bldgs	2,000
	Facility Repair & Maint	Elevator, carpet cleaning, carpentry, plumbing for all bldgs	10,000
	Contract Custodial Services	All DPW custodial now covered in building maintenance	15,000
	HVAC Repair & Maint	27 units routine maintenance; repairs	5,500
	Electrical Repair & Maint	All Town buildings except park ground and park buildings	3,000
	Roof Repair & Maint	All Town buildings	2,000
	Pesticides & Fertilizer	Pest elimination (rats, mice, ants, etc.)	1,000
	Contract Inspection & Testing	Comprehensive inspections (3); fire extinguishers, elevator	2,500
	Other Contract Services	Miscellaneous	500
	Disaster Preparedness	Generator maintenance	2,500
	Safety Supplies & Materials	First Aid kit replenishment	100
	Custodial Supplies	Supplies used in the operation or routine maintenance of Town buildings, including: restroom and kitchen paper supplies, cleaning supplies, light bulbs, drinking water, etc.	3,000
	Landscape Supplies	Replacement plant material for buildings; fertilizers, mulch, tree stakes, etc.	250
	Construction Matls	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.	2,500
	Minor Tools & Equip	Hand tools costing \$100 or less (shovels, rakes, hammers, brooms, etc.)	-
	Utilities	Electricity	500
	Utilities - Gas	ABAG gas	700
	Utilities - Sewer	County of San Mateo	1,350
	Rent - Facilities	See supplemental request	-
	Building Improvements	3 energy efficient windows for admin/finance	2,300
		Replace admin office carpet for safety	3,500
	Machinery & Equipment	Replacement of broken machinery/equipment	5,000
		Total Operations	63,700
		Total DPW - Building Maintenance	170,156

Town of Atherton		
Public Works Department		
Budget 2011-2012		
	Supplemental Budget Request	
<u>Description</u>		
Request #1		
Rent temporary PW trailer	10,000	
Connections and stairs for temporary trailer	5,000	
	15,000	

Town of Atherton									
Tennis Fund									
Budget FY 2011-2012									
								Increase	
								(Decrease)	
		Actual	Actual	Actual	Adopted	Adjusted	Requested	Over Prior	%
Account	Description	2007-08	2008-09	2009-10	Budget	Budget	Budget	Year Budget	Change
105-00-46027-058	Tennis Classes	12,410	3,140	985	3,200	3,200	1,000	(2,200)	-68.8%
105-00-47026-058	Tennis Keys	5,505	8,115	8,075	6,000	6,000	6,000	-	0.0%
105-00-48001-058	Interest Income	(129)	633	160	100	100	100	-	0.0%
Total Revenues		17,786	11,888	9,220	9,300	9,300	7,100	(2,200)	-23.7%
105-58-50001-000	Regular Salaries		5,396	6,255	5,986	5,986		(5,986)	-100.0%
105-58-50005-000	Temporary Help	2,904	11,108	4,138	3,620	3,620		(3,620)	-100.0%
105-58-50013-000	EE Benefits Earned			46				-	100.0%
105-58-51001-000	Medicare Tax	42	239	148	139	139		(139)	-100.0%
105-58-51002-000	Social Security	172	689	251	224	224		(224)	-100.0%
105-58-51003-000	PERS Retire Contr-ER	28	1,075	817	788	788		(788)	-100.0%
105-58-51004-000	PERS Retire Contr-EE			387	419	419		(419)	-100.0%
105-58-51007-000	STD Insurance			137	19	19		(19)	-100.0%
105-58-51008-000	Health Insurance		1,429	1,679	1,642	1,642		(1,642)	-100.0%
105-58-51010-000	Dental Insurance		113	161	163	163		(163)	-100.0%
105-58-51011-000	Vision Insurance		26	32	31	31		(31)	-100.0%
105-58-51013-000	Worker's Comp	164	901	550	85	85		(85)	-100.0%
105-58-51014-000	Life & ADD Insurance		13	8	11	11		(11)	-100.0%
105-58-51015-000	LTD Insurance		86	82	45	45		(45)	-100.0%
105-58-51016-000	State Unemployment Ins			104				-	0.0%
	Labor Cost						10,699	10,699	100.0%
Total Salaries & Benefits		3,310	21,075	14,794	13,173	13,173	10,699	(2,473)	-18.8%
105-58-53003-000	Building Security			1,012	500	500	500	-	0.0%
105-58-54010-000	Other Contract Services	1,605	771	472	1,000	1,000	1,000	-	0.0%
105-58-55012-000	Construction Materials	623	3,377		1,000	1,000	1,000	-	0.0%
105-58-55014-000	Minor Tools & Equip		66		100	100	-	(100)	-100.0%
105-58-55016-000	Other Supplies & Matis		653					-	0.0%
Total Operations		2,228	4,868	1,484	2,600	2,600	2,500	(100)	-3.8%
Total Expenditures		5,538	25,943	16,278	15,773	15,773	13,199	(2,573)	-16.3%
Excess (Deficiency) of Rev Over Exp		12,248	(14,054)	(7,058)	(6,473)	(6,473)	(6,099)	373	-5.8%

		Tennis Fund	
		Fund 105	
			FY 2012
	Account No.	Quantity, brief description and	Projected
	& Title	justification of items requested	Appropriation
	Labor Cost		10,699
	Building Security	Re-key tennis court gates	500
	Other Contract Services	Miscellaneous	1,000
	Construction Materials	Court patching and painting	1,000
	Minor Tools & Equip	Tools for court patching & painting	-
		Total Operations	2,500
		Total Tennis Fund	13,199

Town of Atherton							
Police Grant Fund							
Budget FY 2011-2012							
							Increase
					Adopted	Requested	(Decrease)
		Actual	Actual	Actual	Budget	Budget	Over Prior
Account	Description	2007-08	2008-09	2009-10	2010-11	2011-12	Year Budget
209-00-45019-040	Grant	101,680	93,532	100,982	100,000	100,000	(982)
209-00-48001-040	Interest Income	(335)	470	215		200	(15)
209-00-49006-000	Trfrs from SLESF Fund		137				
	Total Revenue	101,345	94,139	101,197	100,000	100,200	(997)
209-40-50001-040	Regular Salaries	100,000	100,000	100,000	100,000	100,000	-
	Total Expenditure	100,000	100,000	100,000	100,000	100,000	-
	Net	1,345	(5,861)	1,197	-	200	(997)

		Police Grant Fund	
		Fund 209	
			FY 2012
	Account No. & Title	Quantity, brief description and justification of items requested	Projected Appropriation
	Regular Salaries	Portion of Police Officer salary (if funding is not cut)	100,000

Town of Atherton									
Library Fund									
Budget FY 2011-2012									
								Increase	
								(Decrease)	
								Over Prior	%
Account	Description	Actual 2007-08	Actual 2008-09	Actual 2009-10	Adopted Budget 2010-11	Adjusted Budget 2010-11	Requested Budget 2011-12	Year Budget	Change
213-00-40001-000	Secured Property Tax	600,000	846,846	900,000	850,000	850,000	750,000	-	0.0%
213-00-48001-000	Interest Income	9,470	66,666	30,808	35,000	35,000	40,000	-	0.0%
Total Revenues		609,470	913,512	930,808	885,000	885,000	790,000	-	0.0%
213-30-50005-000	Temporary Help	(1,675)						-	100.0%
213-30-51001-000	Medicare Insurance	(25)						-	100.0%
213-30-51002-000	Social Security	(104)						-	100.0%
213-30-51013-000	Workers Compensation	(97)						-	100.0%
213-30-51016-000	Unemployment Insurance							-	100.0%
Total Salaries & Benefits		(1,902)	-	-	-	-	-	-	100.0%
213-30-52007-000	Other Legal Services						5,000	5,000	100.0%
213-30-52010-000	Contract Engineering		19,760	14,000		-	-	-	0.0%
213-30-52011-000	Contract Planner					-	12,500	12,500	100.0%
213-30-52024-000	Architectural Services					162,050		(162,050)	100.0%
213-30-53003-000	Building Security				500	500	500	-	0.0%
213-30-53004-000	Facility Repair & Maintenance	832	1,696	3,500	2,500	2,500	1,000	(1,500)	-60.0%
213-30-53005-000	HVAC Repair & Maint				1,000	1,000	2,800	1,800	180.0%
213-30-53006-000	Electrical Repair & Maint				2,500	2,500	2,500	-	0.0%
213-30-53007-000	Roof Repair & Maint						1,000	1,000	100.0%
213-30-53008-000	Contract Custodial Services	5,117	5,385	5,396	7,500	7,500	7,500	-	0.0%
213-30-53011-000	Contract Lndscp Maint.				10,000	10,000	10,944	944	9.4%
213-30-53014-000	Utilities - Electricity	8,781	16,283	8,388	10,000	10,000	7,500	(2,500)	-25.0%
213-30-53015-000	Utilities - Gas			352	200	200	1,000	800	400.0%
213-30-53016-000	Utilities Water			395	400	400	1,000	600	150.0%
213-30-53017-000	Utilities - Sewer			1,133	1,800	1,800	2,500	700	38.9%
213-30-53024-000	Advertising & Noticing			281			2,500	2,500	100.0%
213-30-53036-000	Contract Pesticides & Fertilizer			1,041			1,200	1,200	100.0%
213-30-54010-000	Other Contract Services	6,286	5,066	2,577	2,500	52,500	262,050	209,550	399.1%
213-30-55010-000	Custodial Supplies		119		-		-	-	0.0%
213-30-55012-000	Construction Materials			17			-	-	0.0%
213-30-55016-000	Other Supplies & Materials						200	200	100.0%
Total Operations		21,016	48,310	37,079	38,900	250,950	321,694	70,744	28.2%
Total Expenditures		19,114	48,310	37,079	38,900	250,950	321,694	70,744	28.2%
Excess (Deficiency) of Rev Over Exp		590,356	865,202	893,729	846,100	634,050	468,306	(70,744)	-11.2%
Beginning Fund Balance		2,564,923	3,155,279	4,020,481	4,914,210	4,914,210	5,548,260		
Ending Fund Balance		3,155,279	4,020,481	4,914,210	5,760,310	5,548,260	6,016,566		

Library Fund		
Fund 213		
		FY 2012
Account No. & Title	Quantity, brief description and justification of items requested	Projected Appropriation
Other Legal Services	Review new library agreements	5,000
Contract Engineering		-
Contract Planner	Planning services for new library	12,500
Building Security	Miscellaneous locks, etc.	500
Facility Repair & Maintenance	Misc. repairs as needed	1,000
HVAC Repair & Maint	Clean air ducts, bi-annual maintenance	2,800
Electrical Repair & Maint	As needed	2,500
Roof Repair & Maint	As needed	1,000
Contract Custodial Services	Portion of Town janitorial contract	7,500
Contract Lndscp Maint.	Portion of Town contract for grounds and reading park	10,944
Utilities - Electricity	Operating electricity	7,500
Utilities - Gas	Operating gas	1,000
Utilities Water	Operating water	1,000
Utilities - Sewer	Operating sewer	2,500
Advertising & Noticing	Public Notices and RFPs for new library building	2,500
Contract Pesticides & Fertilizer	Vector control	1,200
Other Contract Services	Library Architect, Environmental Consultant	262,050
Custodial Supplies		-
Construction Materials		-
Other Supplies & Materials	As needed/requested	200
	Total Operations	321,694
	Total Library	321,694

Town of Atherton						
Evan Creative Design Fund						
Budget FY 2011-2012						
					Increase	
			Adopted	Requested	(Decrease)	
		Actual	Budget	Budget	Over Prior	%
Account	Description	2009-10	2010-11	2011-12	Year Budget	Change
215-00-48001-000	Interest Income	784	900	800	(100)	-11.1%
215-00-48501-000	Donations/Contributions	(275)	2,500	100	(2,400)	-96.0%
	Total Revenues	509	3,400	900	(2,500)	-73.5%
215-30-50005-000	Temporary Help	1,101	500	400	(100)	-20.0%
215-30-53024-000	Advertising/Noticing	657	420	700	280	66.7%
215-30-53033-000	Rent - Mach & Equip		300	300	-	0.0%
215-30-54007-000	Membership Dues	65	2,000	65	(1,935)	-96.8%
215-30-54010-000	Other Contract Services	3,137	15,000	1,000	(14,000)	-93.3%
215-30-54027-000	Sponsorship/Contribution		65	5,100	5,035	7746.2%
215-30-55002-000	Office Supplies	4,311		800	800	0.0%
215-30-55016-000	Other Supplies & Materials	153	200		(200)	-100.0%
215-30-55017-000	Postage	544	550	200	(350)	-63.6%
215-30-57002-000	Building Improvements		20,000		(20,000)	-100.0%
215-30-57010-000	Misc. Capital Outlay		350		(350)	-100.0%
	Total Expenditures	9,968	39,385	8,565	(30,820)	-78.3%
	Excess (Deficiency) of Rev Over Exp	(9,458)	(35,985)	(7,665)	28,320	-78.7%
	Beginning Fund Balance	116,166	106,708	90,723		
	Change		20,000	-		
	Ending Fund Balance	106,708	90,723	83,058		

FY 1-2012

Cap/Exp	Priority	Fund Number	Fund Name	Total	201	202	203	204	210	401	402	403
					Parcel Tax	Measure A	Gas Tax (w/ Prop 42)	Measure M (new fund)	Road Impact Fee	Capital Imp.	Storm Drainage	Ath. Chan. District
			Year's Beginning Balance	1,425,198	606,056	0	0	0	800,000	0	0	0
			Year's New Income (net of operating expenses and transfers)	2,427,986	1,860,000	200,000	211,166	75,000	0	0	0	81,820
			P-TAP Grant (MTC) (Other Local)	16,273						16,273		
			TOTAL FUNDS AVAILABLE	3,869,457	2,466,056	200,000	211,166	75,000	800,000	16,273	0	81,820
			PROJ COST									
			Upper Channel Repair Monitoring Phase 2 (Year 1)	10,000								10,000
			Marsh Wall Design	140,000	70,490							69,510
			Street Patching	100,000			100,000					
			Street Seal	630,000		173,790			276,214			
			Traffic Studies - Speed Surveys	3,000	3,000			75,000				
			Street light pole replacement	50,000	50,000							
			Street signing and striping	10,000	10,000							
			Fair Oaks Lane Traffic Calming (\$30,000 pending alternative funding)	0								
			Park Restrooms Landscaping (\$50,000 pending alternative funding)	0								
			CIP Related Fees									
			Congestion Relief (C/CAG) Fee	24,845		24,845						
			C/CAG Gas Tax Fee	3,920			3,920					
			State Controller Street Report Preparation Fee	2,250			2,250					
			State Controller Drainage District Report Prep. Fee	2,310								2,310
			Parcel Tax Roll Preparation Fee	1,550	1,550							
			Annual Financial Audit (Measure A)	1,365		1,365						
			Pavement Management Program	19,528	3,255					16,273		
			Engineering Costs (estimate)	116,580	116,580							
			TOTAL FUNDING USE	1,115,348	254,875	200,000	211,166	75,000	276,214	16,273	0	81,820
			Transfer to General Fund	1,116,000	1,116,000							
			FUND YEAR END BALANCES*	1,638,109	1,095,181	0	0	0	523,786	0	0	0

* The year-end balance will be adjusted after the close of FY 2010-2011 to include amounts needed to complete projects unfinished as of June 30, 2011.

**CAPITAL IMPROVEMENT
PROGRAM**

PROJECT DESCRIPTIONS

FY 2011-2012

CIP PROJECT DESCRIPTIONS

ATHERTON CHANNEL PROJECTS

Project: Upper Atherton Channel Repair Monitoring	
Description: The Upper Atherton Channel Phase 2 project will be constructed starting in the summer of 2011. The permits require a five-year monitoring period for the red-legged frog population and the plants installed to create adequate frog habitat. H.T. Harvey will be retained to perform the annual survey and prepare the required reports to the permit agencies.	
Consultant:	H.T. Harvey
Schedule:	Frog survey conducted May-June of each year from 2012 to 2017

Account	FY10-11
403	\$10,000
Total	\$10,000

STREET PROJECTS

Project: Street Patching	
Description: This is an annual program to patch locations of failed pavement by dig-outs prior to crack and slurry sealing and for those streets with pavement failures in critical need.	
Designer:	Staff
Schedule:	Spring 2012

Account	FY11-12
203	\$100,000
Total	\$100,000

Project: Street Seal	
Description: This is an annual program to crack seal and slurry seal those streets with pavement conditions between PCI ratings of 70 and 75, and cape seal (chip seal followed by slurry seal) streets with PCI ratings between 50 and 70,. The ratings are based on bi-annual surveys conducted with grants from MTC. The 2010 survey will be used to determine the streets to initially be included in the project. The list will be further refined by staff field review of each street to verify the treatment needed.	
Designer:	Staff
Schedule:	Summer 2012

Account	FY10-11
202	\$173,855

CIP PROJECT DESCRIPTIONS

203	\$104,996
204	\$75,000
210	276,149
Total	\$630,000

DRAINAGE PROJECTS

Project: Marsh Wall Design	
Description: This project is listed in the Nolte Townwide Drainage Study as a Priority 1, and is a critical need to prevent potential failure of the channel wall supporting Marsh Road. A section of the wall failed in 2007, causing an emergency soil nail project. The project will construct a retaining wall on the roadway side of the channel.	
Designer:	TBD
Schedule:	Design 2011-12 Construction 2012-2013

Account	FY 10-11
201	\$70,490
403	\$69,510
Total	\$140,000

TRAFFIC PROJECTS

Project: Traffic Studies – Speed Surveys	
Description: This is an annual project to provide the required speed surveys to allow the Police Department to enforce the speed laws using radar. Streets on the list require re-survey every five years. For 2011-12 there are two streets: Alejandra Avenue and Ringwood Avenue.	
Designer:	Kimley-Horn
Schedule:	Summer 2011

Account	FY 10-11
201	\$3,000
Total	\$3,000

Project: Street Light Pole Replacement	
Description: Several Town-owned street light poles have been determined to be corroded at the base, weakening the pole. A survey of poles will be conducted and this project will be the first phase of replacing those determined to be failing. If needed, additional budget will be requested in future years for additional replacements.	

CIP PROJECT DESCRIPTIONS

Designer:	Staff
Schedule:	Design 2010 Construction spring 2011

Account	FY11-12
201	\$50,000
Total	\$50,000

Project: Street Signing and Striping
Description: This project provides funding for small projects to improve signing and striping or to add new signing and striping. The projects are normally recommended by the Transportation Committee and approved by City Council. Striping projects are approved by amendment to the Centerline Marking List.
Designer: Staff
Schedule: Design and Construction annual 2011-12

Account	FY10-11
201	\$10,000
Total	\$10,000

PARK PROJECTS

There are no Park projects proposed for FY 2011-12

Town of Atherton						
Equipment Replacement Fund						
Budget 2011-2012						
		Adopted	Adjusted	Requested	Increase	
		Budget	Budget	Budget	(Decrease)	
Account	Description	2010-11	2010-11	2011-12	Over Prior	%
					Year Budget	Change
610-00-48001-000	Interest on Investments	2,500	2,500	3,000	500	20.0%
610-00-47509-018	Equip Replace Charges - Finance	10,000	10,000	10,000	-	0.0%
610-00-47509-025	Equip Replace Charges - Building	10,000	10,000	10,000	-	0.0%
610-00-47509-040	Equip Replace Charges - Police	54,000	54,000	54,000	-	0.0%
610-00-47509-053	Equip Replace Charges - DPW Street Maint	17,361	17,361	17,361	-	0.0%
610-00-47509-057	Equip Replace Charges - DPW Park Maint	2,531	2,531	2,531	-	0.0%
	Trsfr from Computer Services Fd					
	Trsfr from Admin Services Fd					
	Sale of Property					
	Property Damage Reimbursement					
	Total Revenues	96,392	96,392	96,892	500	0.5%
	Disaster Preparedness Equipment				-	0.0%
610-18-57006-018	Computer Software	48,325	48,325	24,330	(23,995)	-49.7%
610-12-57007-012	Office Equip	46,000	46,000	60,000	14,000	30.4%
	Vehicles & Accessories		25,727		(25,727)	-100.0%
	Total Expenditures	94,325	120,052	84,330	(35,722)	-29.8%
	Excess (Deficiency) of Revenues Over Expenditures	2,067	(23,660)	12,562	36,222	-153.1%
	Beginning Fund Balance		422,917	399,257		
	Budget Carryover			45,700		
	Ending Fund Balance		399,257	457,519		

Equipment Replacement Fund			
Fund 610			
			FY 2012
Account No.	Quantity, brief description and justification of items requested		Requested Appropriation
& Title			
	Vehicle Expense	See supplemental Requests	-
	Office Equip	Phone System (budget carryover from FY 2011 \$45,700)	60,000
	Computer Software	Springbrook licensing (4 of 5)	24,330
		Total	84,330

Town of Atherton	
Equipment Replacement Fund	
Budget 2011-2012	
	Supplemental Budget Request
<u>Description</u>	
Request #1 Police	
Replace 2 Crown Victoria Patrol Cars	60,000
- Patrol Car 4, 2FAFP71WX5X166350, 100,726 miles.	
- K-9 Patrol Car, 2FAFP71W35X166349, 92,481 miles. Recently replaced the rear-end to	
Both of these cars have reached the end of their service life, and are in need of more frequent repair.	
Request #2	
Springbrook project management module for project/grant accounting and time tracking, if needed	25,000
Total	85,000

Town of Atherton							
Workers' Compensation Fund							
Budget 2011-2012							
							Increase
							(Decrease)
		Actual	Actual	Adopted	Requested	Over Prior	%
Account	Description	2008-09	2009-10	Budget	Budget	Year Budget	Change
		2008-09	2009-10	2010-11	2011-12		
614-00-47503-000	Charges for Services	169,527			61,945	61,945	0.0%
614-00-47503-012	Charges for Services - Admin Dept		760	960		(960)	-100.0%
614-00-47503-018	Charges for Services - Finance Dept		419	559		(559)	-100.0%
614-00-47503-025	Charges for Services - Building Dept		26,732	709		(709)	-100.0%
614-00-47503-040	Charges for Services - Police Dept		88,837	28,762		(28,762)	-100.0%
614-00-47503-050	Charges for Services - DPW Engineering		3,682	970		(970)	-100.0%
614-00-47503-053	Charges for Services - DPW Street Maint		14,621	1,973		(1,973)	-100.0%
614-00-47503-057	Charges for Services - DPW Park Maint		7,931	1,397		(1,397)	-100.0%
614-00-47503-058	Charges for Services - DPW Park Prog & Tennis Fd		5,477	1,022		(1,022)	-100.0%
614-00-47503-059	Charges for Services - DPW Building Maint		4,789	760		(760)	-100.0%
614-00-48001-000	Interest on Investments	4,929	3,107	1,500	3,500	2,000	133.3%
	Total Revenues	174,457	156,355	38,612	65,445	26,833	69.5%
614-30-51013-000	Worker's Comp Expense	19,770	26,361	142,147	154,000	134,230	94.4%
614-30-51017-000	Safety/Compliance Program Assessment	1,285	7,386	7,756	10,000	8,715	112.4%
	Other Contract Services	3,500					
	Total Expenditures	24,555	33,747	149,903	164,000	142,945	95.4%
	Net	149,901	122,608	(111,291)	(98,555)	(116,112)	104.3%

		Worker's Compensation	
		Fund 614	
			FY 2012
	Account No.	Quantity, brief description and justification	Requested
	& Title	of items requested	Appropriations
	WC Assessment	Assessment by the Cities Group (JPA)	154,000
	Safety Program Assess	Assessment by the Cities Group (JPA)	10,000
			164,000

	General Liability Fund		
	Fund 615		
			FY 2012
	Account No.	Quantity, brief description and justification	Requested
	& Title	of items requested	Appropriations
	Liability Insurance	Premium to ABAG	133,384
	Employment Practice	Premium to Alliant	36,000
		Total	169,384

		Employee Benefits Fund	
		Fund 616	
			FY 2012
	Account No. & Title	Quantity, brief description and justification of items requested	Requested Appropriations
	Retiree Health-Care	Premium to CalPERS (pay-as-you-go)	262,280
	Unemp Insurance/Benefits Payout	Payments to Employment Development Dept	234,000
		Total	496,280

BUDGET GLOSSARY

Appropriation – An authorization made by the City Council which permits the Town to incur obligations and to make expenditures of resources.

Appropriation Limit – A restriction on the amount of revenue that can be appropriated in any fiscal year as imposed by Propositions 4 and 111. The Limit is based on actual appropriations during the 1978-79 fiscal year, and is increased each year using the growth of population and inflation.

Assessed Value - The value of property used as a basis for levying property taxes.

Assigned Fund Balance – Amounts that are constrained by the government's intent to be use for specific purposes, but are neither restricted nor committed.

Budget - A financial plan for a specified period of time that matches planned revenues and expenditures to municipal services, goals and objectives. The Town of Atherton uses a financial plan covering a fiscal year, with actual budget appropriations made annually.

Committed Fund Balance – Amounts that can only be used for specific purposes due to constraints imposed by formal action of the government's highest level of decision-making authority (for example, legislation, resolution, ordinance).

Department Revenue - Selected fees, charges, rent or other income derived by a department from its own activities.

Expense - As the authorization to spend is exercised, an appropriation becomes an "expense" or "expenditure", i.e., the amount expended.

Fiscal Year - The 12-month accounting period used by the Town, from July 1 through June 30th of the following calendar year.

Fund - A separate fiscal and accounting entity used by governments to segregate resources related to specific activities. The five fund types used by the Town are: General Fund, Special Revenue, Capital Projects, Internal Service Fund, and Agency Funds.

Fund Types:

The **General Fund** is the principal operating fund of a government and is typically used to account for most of a government's departments. As a rule, the general fund should be used to account for all of a government's

activities unless there is a compelling legal or managerial reason to use some other fund type. Governments may report only a single general fund.

Special Revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

Capital Project funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities and other capital assets.

Internal Service funds are enterprises that sell service internally to other Town entities, rather than to the general public.

Agency funds are used to account for accumulations of resources that will be used to pay expenses for others for which the Town acts as administrator and pay agent.

Governmental Funds - this includes the general, special revenue, debt service and capital projects fund. They are accounted for on a financial flow basis, measuring available spendable resources and changes in net current assets.

Interest - Income earned on the investment of available cash balances.

Inter-fund Transfers - The reallocation of money from one fund to another. The receiving fund must spend the transferred money in a way that complies with any restrictions placed on the money when it was originally received by the donor fund.

Liabilities - Amount of obligations a fund has to make on future payments, such as accounts payable, deferred revenues or amounts due other funds.

Non-Department - Expenses incurred at the fund level, which are not charged to an individual department.

Nonspendable Fund Balance - Amounts that cannot be spent due to they are either not in spendable form (for example, inventories, prepaid amounts, long-term loans and notes receivable) or legally or contractually required to be maintained intact (for example, principal of a permanent fund).

Operations - Departmental costs for employees, contract services, repairs and maintenance, internal services, supplies, equipment and other expenses. These expenses are generally predictable and consistent with the on-going service demands of the Town and the impact of inflation.

Projects - Long-term investments in public facilities and infrastructure; also known as capital improvements. Amounts spent may vary widely from year to year.

Restricted – Amounts that are restricted when constraints placed on the use resources are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Revenue - Money received from taxes, licenses, permits, interest, fees for service, bonds or from other governments by the Town during the fiscal year.

Subventions – Revenues collected by the State or other level of government and allocated to the Town on a formula basis. The major subventions include motor vehicle in-lieu and gasoline taxes.

Unassigned Fund Balance – Amounts that has not been restricted, committed or assigned to specific purposes within the General Fund.

User Fees - Charges of a voluntary nature paid by persons receiving a service in exchange for the fee (such as park activities).



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 JUNE 15, 2011

SUBJECT: ADOPTION OF THE APPROPRIATIONS LIMITS FOR FY 2011-2012

RECOMMENDATION

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

DISCUSSION

In November of 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. This Proposition created Article XIII B of the State Constitution, placing limits on the amount of tax revenues that can be appropriated by local governments.

The Finance Director calculated the FY 2011-2012 limit using the percentage change in population and the cost of living provided by the State Department of Finance. The limit for 2011-2012 is \$10,392,838. Measure T passed by the Town voters in November of 2009 allowed the Town to adjust the appropriations limit by one and a half times the amount of any voter-approved parcel tax for four years. With this allowable adjustment, the Town is in compliance with the Gann limit requirement for FY 2011-2012.

FISCAL IMPACT

None

Prepared by:

Approved by:

Louise Ho, Finance Director

John Danielson, Interim City Manager

Attachment: Resolution Adopting the Appropriation Limit for FY 2011-2012
Appropriation Spending Limit Calculation Worksheet

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON ESTABLISHING THE APPROPRIATIONS LIMIT
FOR FISCAL YEAR 2011-2012 PURSUANT TO ARTICLE X111 B OF
THE CALIFORNIA CONSTITUTION**

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

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

WHEREAS, the Finance Director of the Town of Atherton has conducted the necessary analysis and calculations to determine the appropriations limit for Fiscal Year 2011-2012, relying on the permanent Fiscal Year 1993-94 limit approved by the voters on November 3, 1994, and the following two adjustment factors: change in population for the County of San Mateo or Atherton, whichever is higher, and change in cost of living as provided by the State of California, Department of Finance; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Atherton that the new appropriations limit for the Fiscal Year 2011-2012 shall be and is hereby set in the amount of **\$10,392,838** and its calculations as set forth in Attachment 1, copy of which is attached hereto.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 15th day of June, 2011, by the following vote:

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

James Dobbie, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

William Conners, City Attorney

Town of Atherton
APPROPRIATIONS SPENDING LIMIT
Prop 4 - Gann Limit FY 2011-2012

Schedule 1: Calculation of Spending Limit

Last Year's Limit (FY 2010-11)	10,141,898
Prior Year Parcel Tax Adjustment	<u>(2,787,000)</u>
Adjusted Last Year's Limit (FY 2010-11)	7,354,898

Adjustment Factors:

A. Population (County)	1.0084
C. Inflation	<u>1.0251</u>
A times C	<u>1.0337</u>

Total Adjustment (Percent) 3.37%

Total Adjustment (Dollars) 247,940

Other Adjustments:

Parcel Tax Adjustment (+) 2,790,000

New Appropriation Limit for Fiscal Year 2011-12 10,392,838

Schedule 2: Appropriations Compared to Limit

Proceeds from Taxes (Schedule 3) 8,999,135

Appropriations Subject to Limit FY 2011-2012 8,999,135

Appropriations Limit for FY 2011-2012 10,392,838

Amount under Appropriations Limit 1,393,702

Schedule 3: Determination of Proceeds of Taxes
Per Budget for FY 2011-2012

	Proceeds of Taxes	Non- Proceeds	Total
Revenues			
Property Tax	6,582,450		6,582,450
Sales Tax	115,500		115,500
Public Safety Sales Tax		60,000	60,000
Parcel Tax	1,860,000		1,860,000
County Measure A	200,000		200,000
Business License	150,000		150,000
Motor Vehicle License Fee	18,000		18,000
Homeowners Exemption	34,000		34,000
Franchise Fees		612,000	612,000
Development Fees/Permits		1,351,035	1,351,035
Fines & Forfeiture		47,000	47,000
Fees for Services		241,000	241,000
Rentals		129,282	129,282
Miscellaneous		32,500	32,500
	<u>8,959,950</u>	<u>2,472,817</u>	<u>11,432,767</u>
Interest Income	39,185	10,815	50,000
Total	<u><u>8,999,135</u></u>	<u><u>2,483,632</u></u>	<u><u>11,482,767</u></u>



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 JUNE 15, 2011

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

RECOMMENDATION

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

DISCUSSION

On November 3, 2009, the residents of Atherton approved Ordinance No. 581 assessing a special parcel tax to provide funding for police and emergency services, and for repair and maintenance of streets and storm drains for four years (FY 2010-2011 to FY 2013-2014). The ordinance called for the City Council to determine the total amount of expenditures necessary to provide adequate levels of the identified services.

The FY 2011-2012 budget approved by Council on June 15, 2011, included parcel tax revenue of \$1,860,000. Based on the Finance Committee's recommendation of allocating 60% of parcel tax fund for police services and 40% to capital improvement project (CIP), staff allocated \$1,116,000 to police services and \$744,000 to CIP.

The tax levy for each parcel classification is listed on Exhibit A of the resolution. The recommended per parcel tax levy is unchanged from the levy assessed in FY 2010-2011.

FISCAL IMPACT:

If the Council approves the parcel tax levy as proposed in the attached resolution, \$1,860,000 will be generated. The special tax will be collected for the Town by the County of San Mateo as part of the regular property tax bill due and payable by December 2011 and April 2012.

Prepared by:

Approved by:

Louise Ho, Finance Director

John Danielson, Interim City Manager

Attachment: Resolution

RESOLUTION 11-

**A RESOLUTION OF THE TOWN OF ATHERTON
ASSESSING A SPECIAL TAX FOR MUNICIPAL SERVICES
FOR THE FISCAL YEAR 2011-2012**

WHEREAS, there is Ordinance No. 581 of the Town of Atherton authorizing the City Council to assess a Special Tax Levy on all properties with the Town of Atherton; and

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

WHEREAS, such Special Tax was approved by at least two-thirds of the voters voting in the November 3, 2009, Special Election, at which time Ordinance No. 581 was presented to the electorate; and

WHEREAS, the City Council has held all public hearings, and made deliberations and findings of fact, as required by Ordinance No. 581.

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

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

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 15th day of June, 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 Connors, City Attorney

EXHIBIT "A"

2010-2011 SPECIAL TAX RATE FOR MUNICIPAL SERVICES

Within the 2010-2011 annual budget is a revenue estimate of \$1,858,000 to be derived from the Special Municipal Tax as authorized by Ordinance 581 of the Town of Atherton.

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

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

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