



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL**  
**June 19, 2013**  
**5:00 P.M.**

**Meeting Room**  
**Town Administrative Offices**  
91 Ashfield Road  
Atherton, California  
**Special Meeting**

**5:00 P.M.     ROLL CALL     Lewis, Carlson, Dobbie, Widmer, Wiest**

**PUBLIC COMMENTS**

**PUBLIC ANNOUNCEMENT OF CLOSED SESSION ITEMS**

**CLOSED SESSION**

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

Agency Negotiators: George Rodericks, City Manager; Geoffrey Rothman, Renne Sloan Holtzman Sakai, LLP.  
Employee Organization: APOA

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**ADJOURN**

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**7:00 p.m.**  
**94 Ashfield Road**  
**Atherton, California**  
**REGULAR MEETING**

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1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**      Lewis, Dobbie, Widmer, Wiest, Carlson
3. **PRESENTATIONS**

**PROCLAMATION – Jerry Carlson**

**PROCLAMATION – Helen Hausman**

**PLAN BAY AREA PRESENTATION – ABAG**

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.)*
5. **REPORT OUT OF CLOSED SESSION**
6. **CITY MANAGER'S REPORT**
  - a. **Community Center Advisory Committee Report**
7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT**

**CONSENT CALENDAR** (Items 8-18)

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8. **APPROVAL OF MAY 15 REGULAR MEETING MINUTES**

**Report:** City Clerk Theresa DellaSanta  
**Recommendation:** Approve meeting minutes

9. **APPROVAL OF BILLS AND CLAIMS FOR MAY, 2013 IN THE AMOUNT OF \$1,105,621**  
**Report:** Finance Director Robert Barron III  
**Recommendation:** Approve Bills and Claims in the amount of \$1,105,621
10. **APPROVE A ONE-YEAR EXTENSION WITH MCE CORPORATION FOR THE CONTINUATION OF PUBLIC WORKS MAINTENANCE AND MAINTENANCE MANAGEMENT SERVICES FOR A NOT-TO-EXCEED AMOUNT OF \$474,088.07**  
**Report:** Community Services Director Mike Kashiwagi  
**Recommendation:** Approve a one-year extension with MCE Corporation for the continuation of public works maintenance and maintenance management services for a not-to-exceed amount of \$474,088.07
11. **APPROVE A ONE YEAR EXTENSION WITH CENTRAL MAINTENANCE COMPANY FOR THE CONTINUATION OF JANITORIAL SERVICES FOR THE AMOUNT OF \$25,151.14 ANNUALLY**  
**Report:** Community Services Director Mike Kashiwagi  
**Recommendation:** Approve a one-year extension with Central Maintenance Company for the continuation of Town Janitorial Services with a 2% increase for a total of \$2,095.95 per month for FY 2013-2014 for an annual total of \$25,151.14
12. **EXTENSION OF THE 2012 TREE MAINTENANCE SERVICE CONTRACT #56053 FOR ONE YEAR**  
**Report:** Community Services Director Mike Kashiwagi  
**Recommendation:** Extend the contract for the 2012 Tree Maintenance Project, project number 56053 to West Coast Arborists, Inc. for one (1) additional year and to authorize the Mayor to execute the contract on behalf of the Town
13. **APPROVAL OF COMPUTER REPLACEMENT PROGRAM**  
**Report:** City Manager George Rodericks  
**Recommendation:** Authorize the City Manager to enter into an ongoing 3-year lease agreement with Network Designs for the replacement of computer systems annually until all computers have been replaced and are on a 3-year replacement cycle
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**Report:** City Clerk Theresa DellaSanta  
**Recommendation:** Adopt Resolution 13-xx denying the claim filed by Erminia Meier for damage
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**Report:** City Clerk Theresa DellaSanta  
**Recommendation:** Adopt Resolutions denying three separate claims filed by Namita Dalal, Rupal Dalal, and Ashkok Bhat for damages
- 17. ADOPTION OF THE APPROPRIATIONS LIMITS FOR FY 2013-14**  
**Report:** Finance Director Robert Barron III  
**Recommendation:** Adopt Resolution 13-xx setting the Appropriation Limit for FY 2013-14 at \$11,255,965
- 18. ADOPTION OF RESOLUTION ASSESSING A SPECIAL TAX FOR MUNICIPAL SERVICES FOR THE FISCAL YEAR 2013-2014**  
**Report:** Finance Director Robert Barron III  
**Recommendation:** Adopt a resolution assessing a special tax for municipal services for the Fiscal Year 2013-2014

#### **PUBLIC HEARINGS - (19-20)**

- 19. APPROVAL OF FISCAL YEAR 2013-2014 OPERATING AND CAPITAL IMPROVEMENT BUDGET**  
**Report:** Finance Director Robert Barron III  
**Recommendation:** Approve Resolution 13-xx adopting the Fiscal Year 2013-2014 Operating and Capital Budget
- 20. ADOPT RESOLUTION 13-xx APPROVING AN AMENDED TOWN MASTER FEE SCHEDULE**  
**Report:** Finance Director Robert Barron III  
**Recommendation:** Council to Adopt Resolution 13-xx amending the master fee schedule for Town of Atherton

#### **REGULAR AGENDA – (Items 21-25)**

- 21. SELECTION OF VICE MAYOR**  
**Report:** City Manager George Rodericks  
**Recommendation:** That the Mayor declare the office of Vice Mayor vacant and that the Council conduct a selection of Vice Mayor  
**Call for Nominations:** City Clerk Theresa DellaSanta
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**Report:** City Manager George Rodericks  
**Recommendation:** Review and Discuss
- 23. ADOPT RESOLUTION 13-xx DESIGNATING A VOTING DELEGATE AND UP TO TWO ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – SEPTEMBER 18-20, SACRAMENTO**  
**Report:** City Manager George Rodericks

**Recommendation:** Adopt Resolution 13-XX designating a voting delegate and an alternate to the League of California Cities Annual Conference in Sacramento

**24. APPROVAL OF RANKING OF CIVIC CENTER MASTER PLAN CONSULTANTS AND AUTHORIZATION TO NEGOTIATE AGREEMENT**

**Report:** Community Services Director Mike Kashiwagi

**Recommendation:** Approve the ranking of proposers recommended by the CCAC for preparation of a Civic Center Master Plan; and authorize staff to negotiate an agreement with HMC, the highest-ranked firm, to prepare the Civic Center Master Plan and to proceed to next highest ranked firm(s) if negotiations are not successful

**25. ADOPTION OF SECOND AMENDMENT TO THE SOUTH BAYSIDE MANAGEMENT AUTHORITY (SBWMA) JOINT POWERS AUTHORITY (JPA) AGREEMENT TO CHANGE THE COMPOSITION OF THE BOARD OF DIRECTORS**

**Report:** City Manager George Rodericks

**Recommendation:** Adopt the Second Amendment to the South Bayside Waste Management Authority (SBWMA) Joint Powers Authority (JPA) Agreement to define the SBWMA Board of Directors as being comprised of an elected official from each of the member agencies' governing bodies

**26. COUNCIL REPORTS/COMMENTS**

**27. FUTURE AGENDA ITEMS**

**28. PUBLIC COMMENTS**

**29. ADJOURN**

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## ITEM 6 Town of Atherton

### CITY COUNCIL STAFF REPORT – MANAGER’S REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GEORGE RODERICKS, CITY MANAGER  
DATE: JUNE 19, 2013  
SUBJECT: CITY MANAGER WRITTEN REPORT

#### **ADMINISTRATION:**

##### APOA Meet & Confer

As the Council is aware, the APOA Memorandum of Understanding (MOU) expires in September 2013. Staff is presently in the midst of negotiations for a successor MOU. Staff will apprise the Council of the status of negotiations in Closed Session at the June, July, and August meetings.

##### Status of Little League Project

At its regular meeting on May 22, the Planning Commission reviewed the proposed Little League plans to improve the baseball field at Holbrook Palmer Park. The Commission continued the discussion to its June 26, 2013 meeting, with each member providing their written comments to staff prior to the meeting. Staff has received comments from the Commissioners and has provided them to Menlo Atherton Little League. Staff will compile the comments with response from staff and response from Menlo Atherton Little League for discussion at the June 26, 2013 Planning Commission meeting.

From that list of comments, the Planning Commission will develop a list of recommendations to the City Council. Staff will bring forward the Planning Commission's recommendations for discussion and direction by the City Council at its July 17, 2013 meeting. Based on the City Council's direction, staff will work with Menlo Atherton Little League on the terms and conditions of the Use Agreement. The Use Agreement will be presented to the City Council at its August 21, 2013 meeting

Press Contacts – Presidential Visit in April 2013

As the Council is aware, staff and members of the Council have entertained press visits in connection with the Town's seeking of reimbursement for the costs incurred during the April 2013 Presidential visit.

At this time, the Town has not received reimbursement from any of the parties invoiced. The Town has received a response from the Democratic National Committee and the Secret Service advising that they would not be reimbursing the Town. Staff has received a letter of inquiry and responded to one of the residents that received an invoice. At this time, neither resident has provided the Town with reimbursement.

If the Town does not receive reimbursement by the end of the Fiscal Year, staff will return to the Council with a discussion of options.

Atherton's 90<sup>th</sup> Birthday

September 2013 is Atherton's 90<sup>th</sup> Birthday. The Council may wish to discuss the Town's participation in any activities or events.

Legislative Action

None at this time.

Community Center Advisory Committee (CCAC)

The CCAC has provided the Council with a recommended firm to use for the Master Plan Component of the Civic Center project. It is anticipated that the Council will review the proposal(s) and direct staff to negotiate with the recommended consultant for the scope of work. A contract would be returned for Council approval in July and work would begin immediately after approval.

Atherton Arts Foundation Budget Request

The Atherton Arts Foundation has submitted their budget request for FY 2013-2014. The request will be presented to the Council for action at its July meeting.

The request is in line with prior requests at \$12,415. The budget request was approved by the Foundation in May and they expected to have a juried show in September 2013.

**COMMUNITY SERVICES DEPARTMENT (Including Building and Planning):**

See attachment.

**POLICE DEPARTMENT:**

Police Activity

There were 95 criminal investigations for the month of May. 68 offenders were cited, arrested or referred to the San Mateo County District Attorney's Office for prosecution. 55 of those cases were for vehicle code violations that include driving without a license, driving on a suspended license, and driving under the influence of alcohol. The other cases were providing false identification to a Police Officer, warrant arrests, and battery on school grounds.

During the early morning hours of May 20, 2013, a resident called the Atherton Police Department to report that his vehicle was being stolen. The resident heard his vehicle engine start, and went out to find a suspect in his vehicle, backing out of the driveway. As luck would have it, the suspect was unable to drive a stick shift, allowing the victim time to confront the suspect in the roadway (not recommended!). The suspect fled from the vehicle and entered the passenger side of a waiting vehicle nearby, which then fled the area.

Officers arrived at the scene just minutes later, and discovered that several vehicles in the area had been rummaged through. Just a short distance away, Officers also located a green Honda Accord, which they discovered was stolen out of Berkeley on May 18, 2013. The Honda was towed back to the Atherton Police Department for evidence processing. Items found inside the Honda helped Atherton Officers to later identify the suspects, who were located over a week later at the Contra Costa County Detention Facility, where they were incarcerated after stealing a vehicle in San Pablo. On May 29, 2013, Detective Jason Yoakum interviewed both suspects, one of whom admitted to being involved in "dumping" the green Honda in Atherton and assisting in the vehicle thefts on May 19, 2013.

Of the 1,360 total police incidents for the month of May, 678 were officer initiated incidents, which resulted in 639 citations being issued for vehicle code violations. Officers also initiated 207 other types of incidents that included contacting suspicious people on the street or in cars, as well as security checks at schools and Holbrook Palmer Park.

Holbrook Palmer Park had 31 incidents this reporting period, 13 of which were security checks by officers.

Other police activity at the park included suspicious vehicles, suspicious persons, a non-injury vehicle collision, a misdemeanor hit and run, and argument between two drivers, a theft from a vehicle, a theft from the Pavilion, leash law violators, a vehicle parked in the fire lane, a found cell phone, traffic enforcement, and a broken water pipe.

824 House/Vacation checks were completed during the month of May.

Officers responded to 16 ordinance violation calls this month. These calls were for after-hours construction, leash law violators, illegal tree trimming, illegal solicitors, and loud music.

#### School Incidents

Officers responded to 87 school incidents during this reporting period. The incidents involved thefts, alarms, traffic issues, suspicious vehicles, security checks, traffic enforcement, and gang activity. The following depicts the number of incidents per school:

City Manager's Written Report

June 19, 2013

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SCHOOL	TRAFFIC	OTHER	TOTAL
ENCINAL SCHOOL	2	8	10
LAS LOMITAS SCHOOL	1	5	6
LAUREL SCHOOL	0	2	2
MENLO-ATHERTON HIGH	4	28	32
MENLO COLLEGE	6	5	11
MENLO SCHOOL	1	8	9
SACRED HEART PREP	2	7	9
ST. JOSEPH'S	0	0	0
SELBY LANE SCHOOL	2	6	8

Response Times

The average response time for Priority 1 calls for service (incidents are categorized from 1 to 3 with one being the highest priority) was 6 minutes during this time period, which met our goal of having an average response time of less than 8 minutes.

Disaster Preparedness

Nothing to report.

Special Events and Community Activities

On May 2, 2013, the Department honored Bruce and Ruth Potts for their years of service with the D.A.R.E. Program by hosting a luncheon at Harry's Hofbrau. Many police personnel, Town employees and a few Council members attended to thank them for their dedication and hard work over the last 11 years.

Training

The following police personnel attended training in May for a total of 216 hours:

NAME	TRAINING/HOURS	DATES
B. Mills	Officer Involved Shooting/16 hours/CA. Peace Officers Assoc.	May 1 – 2
A. Barron	Driver Training/San Mateo County Sheriff's Office/16 hours	May 9 - 10
B. Lane	Firearms Instructor/Alameda Co. Sheriff's Office/80 hours	May 13- 24
T. Marks S. Hall D. Dunphy A. Barron	Driver Training Update/Force Options/Alameda County Sheriff's Office/8 hours	May 16
A. Barron	Driving Under the Influence/Standard Field Sobriety Test/Daly City Pd/24 hours	May 20- 22
K. Haselbach	Inner Perspectives/Colma Pd/12 hours	May 22
C. Vigil	Motor Update Training/Atherton Pd/20 hours	May 23-

		24
K. Haselbach	ARIDE/Daly City Pd/16 hours	May 28-29

**PUBLIC WORKS DEPARTMENT:**

- Sweep contracted monthly streets :  
 May 2013                      Miles 43                      Yards 19.5                      Tonnage 8.84
  
- Service requests –
  - Sign – Middlefield & Watkins crosswalk
  - Paint – resident request to paint street markers at Serrano, Robleda, Austin, Patricia
  - Paint – resident request to paint street markers at Fair Oaks, Virginia, McCormick, Mt. Vernon
  - Sign down – HP Park (do not enter)
  - Illegal dump – Nora Way
  - Assist admin w/phone audit
  - Broken sprinkler – ECR & Stockbridge
  - Replace faulty circuit breaker – Knox Playschool
  - Response – tree emergency at Middlefield/Fair Oaks
  - Repair door handle at Jennings Pavilion
  
- Weekly litter removal on ECR (Fridays 2 staff, 2 hours).
- Litter Marsh Road, Middlefield Road and Alameda.
- General duties – Garbage cans, town wide and ECR litter, Town Center landscape, ECR landscape, corp yard clean-up, vehicle/tool maintenance.
- Worked diligently to diagnose series streetlight problem in Lloyd Park and Watkins/Burns corridor. Lights now functioning 100% in Lloyd Park and 50% in Burns/Watkins corridor.
- Inspect, repair and report to County all Town owned backflow s.
- Install 4 new donated benches at HP Park
- Tree work – pruned tree canopy in various location throughout town including Marsh Road, Fair Oaks, Walsh Road, Reservoir Road, Camino al Lago, Elena, Park and Town Center.
- Misc. building maintenance and repairs
- Diagnose and repair fountain at HP Park (ongoing).
- Park duties including follow up on items from park walk through
- Irrigation repair and maintenance (park and streets)
- Installed mounts/plaques for new statues in park.
- Remediate mold issue at Police Department
- Corp Yard Maintenance – extensive clean-up, sell scrap to recyclers

- Park General daily duties – mowing, empty garbage/recycling, restroom oversight, fire extinguishers (checked/re-charged ), playground inspections, elevator inspections, open/close buildings, meeting room set-ups/tear downs.
- See spreadsheet of Events below.



Irrigation at HP Park



New park benches

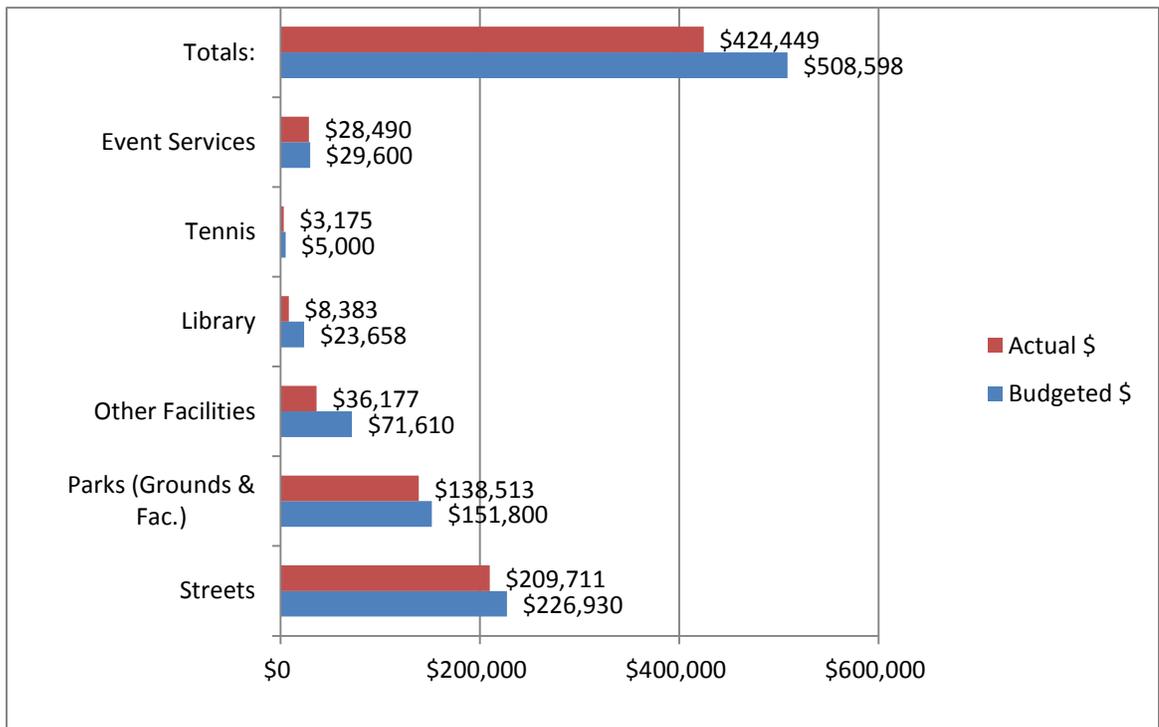


Electrical splice at Lloyd Park

The following bar chart can be used as a reference as to the amount of dollars budgeted for the MCE contract for maintenance services vs. actual dollars spent. The graph is broken into the 6 families of expenditures that make up the whole of the contract. Public Works intends to supply this information on a monthly basis to the council in the monthly City Managers report and to the public upon their request.

Town of Atherton  
 MCE Corporation Public Works Maintenance  
 Budget vs. Actual Expenditures FY 12-13  
 Through May 31, 2013

	Budget \$	Actual \$	Percent used
Streets	\$226,930	\$209,711	92.41%
Parks (Grounds & Fac.)	\$151,800	\$138,513	91.25%
Other Facilities	\$71,610	\$36,177	50.52%
Library	\$23,658	\$8,383	35.43%
Tennis	\$5,000	\$3,175	63.50%
Event Services	\$29,600	\$28,490	96.25%
<b>Totals:</b>	<b>\$508,598</b>	<b>\$424,449</b>	<b>83.45%</b>



PARK EVENTS – JUNE 2013

DATE/TIME	FACILITY	EVENT/CONTACT	SEATING SET-UP
June 1, 2013 / 9 am – 1pm	Carriage House	Tree Workshop – Denise Kupperman	Emailed setup 5-30-13
June 3, 2013/ 11 am– 1 pm	Main House	Mtg./ M. Kashiwagi	U shape seating for 15
June 3, 2013/ 6:30 pm – 8 pm	Main House	Mtg./Foundation – S. Carlson	U shape seating for 9
June 4, 2013/ 7:30 am – 5 pm	Main House	Meeting/Erica Moore 497-8028	Emailed set-up 5-30-13
June 5, 2013 / 6:30pm – 8:00 pm	Main House	Mtg./Park & Rec mtg/ S. Tyler	U shape seating for 9 plus audience seating for 10
June 7, 2013/ 11 am – 3 pm	Carriage House/NM	Social/Blythe Nilsson 646-8179	Awaiting set-up
June 7, 2013/ 10 am – 5 pm	Pavilion	Social/Craig Russell 510-489-5791	Emailed set-up 5-30-13
June 12, 2013/ 8 am – 4 pm	Carriage House/NM	Social/Amy Cramer 391-3714	Awaiting set-up
June 22, 2013/ 3 pm – 11 pm	Pavilion	Social/Charlotte Calhoun 391-8508	Awaiting set-up
June 23, 2013/ 10 am – 5:30 pm	Pavilion & Carriage House	Social/Helen Pass 510-844-2481	Emailed set-up 5-30-13 For pavilion No set-up in CH 0 just open for restroom use
June 30, 2013/ 12 – 5 pm	Carriage House/NM	Social/Bill Danigelis 867-3152	Awaiting set-up
	<b>CLASS</b>	<b>FACILITY/DAYS USED</b>	
	DISCUSSION MEETINGS	CH – FRIDAYS 0700 – 0800; SUNDAYS 0900 - 1000	
	ATHERTON LACROSSE	none	
	AYSO	none	
	BARI HALPERIN – DOG CLASSES	NM - June 10, 17, 24, - 6:30 – 8:30 pm	
	FREDDIE JACKSON – DOG CLASSES	NM - June 4,6,11,13,18,20,25,&27, 2013 – 2 – 4 pm	

City Manager's Written Report

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FOLK DANCE	CH – June 5 – 7–10 pm
MENLO-ATHERTON YOUTH LACROSSE	none
BAY AREA COUNTRY DANCE SOCIETY	CH – June 11 – 8pm – 10 pm
TENNIS	TENNIS COURTS – DATES/TIMES VARY



## **Town of Atherton**

**Building Department  
91 Ashfield Road  
Atherton, California 94027  
Phone: (650) 752-0560**

# **Community Services Monthly Report May 2013**

Submitted by:  
Mike Kashiwagi, PE  
Director of Community Services

## Town of Atherton Building Safety & Inspection

*Construction and Permit Summary  
May 1, 2013 to May 31, 2013*

	<b>May</b>	<b>Fiscal Year 2012-13</b>
<b>Total Construction Valuation<sup>1</sup>:</b>	\$3,947,460	\$117,196,294

### REVENUE

<b>Plan Check Fees Collected:</b>	\$44,967	\$335,504
<b>Permit Fees Collected:</b>	\$51,501	\$752,960
<b>Other Fees Collected:</b>	\$2,542	\$27,953
<b>TOTAL:</b>	<b>\$99,010</b>	<b>\$1,116,417</b>

### PLAN CHECK

Applications Received:	<b>78</b>	<b>660</b>
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### PERMITS

<b><u>Residential:</u></b>		
New Single Family Residential Permits Issued:	1	25
New Accessory Structures Issued:	13	136
Addition / Alteration Permits Issued:	7	92
Reroof / Water Well / Grading Permits Issued:	4	111
Plumbing/Mechanical/Electrical Permits Issued:	23	168
Demolition Permits Issued:	7	46
<b><u>Non-Residential:</u></b>		
New Permits Issued:	0	11
<b>TOTAL Permits Issued:</b>	<b>55</b>	<b>589</b>

Total Open Permits as of 5/31/13	<b>327</b>	
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### INSPECTIONS

Inspections Performed:	<b>719</b>	<b>5,636</b>
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Footnotes:

<sup>1</sup>Valuation: For permitted projects during this period.

**Town of Atherton  
Building Safety & Inspection**

**Code Enforcement Activity Summary**

*May 1, 2013 to May 31, 2013*

CE responded to the following types of cases:

1. Dangerous Trees	<b>1o/1c</b>	10. Early Set Out-trash	<b>1o</b>
2. Construction Law	<b>2o/2c</b>	11. Neighbor Law	<b>1o</b>
3. Dog Barking	<b>1c</b>	12. Animal	<b>1o</b>
4. Building without permits	<b>7o/5c</b>	13. Litigation	<b>2o</b>
5. Encroachments	<b>17o/5c</b>	14. Vehicles	<b>0</b>
6. Fence Violations	<b>0</b>	15. Unsecured Prop	<b>0</b>
7. Accessory Bld.	<b>1o</b>	16. HOA Contact	<b>0</b>
8. Refuse	<b>1o</b>	17. Admin/finance	<b>0</b>
9. Zoning	<b>4o/2c</b>	18. Admin/ordinance	<b>0</b>
		19. Public Nuisance	<b>7o/2c</b>
<b>Number of Cases Closed = 15</b>		<b>Number of Cases Still Open = 45</b>	

c: Closed

o: Open

**Planning Projects**

*May 1, 2013 to May 31, 2013*

	<b>This Month Activity</b>	<b>Fiscal Year to Date Activity</b>
Staff Level Reviews	24	227
Planning Commission Items	3	29

At the May 22, 2013 Planning Commission meeting the following items were considered:

- 1) 153 James Avenue : Heritage Tree Removal Permit request for the removal of four heritage cedar trees and approval of a Mitigated Negative Declaration. This item was approved.
- 2) Report on the Transportation Demand Management Monitoring for 2013 – 50 Valparaiso, Menlo School. The report was accepted.
- 3) Conditional Use Permit for Improvements by Little League to the Existing Baseball Field at Holbrook Palmer Park – 150 Watkins Avenue. This item was continued.

The following items are tentatively scheduled for June:

PC Items:

- 1) 150 Watkins, Little League- Conditional Use Permit (CONTINUED FROM MAY MEETING)

**Arborist Activity Summary**

*May 1, 2013 to May 31, 2013*

	<b>Site Visits</b>			Plan Review
	Tree Removal	Inspections	Info. / Consu.	
<b>TOTAL</b>	19	102	20	32

## Town of Atherton Building Inspection & Plan Check

### Summary of New Single Family Residential Permits Issued by

Month	2013	2012
January	2	2
February	1	0
March	1	2
April	3	2
May	1	4
June		3
July		3
August		2
September		3
October		4
November		1
December		4
<b>Total New SFD Permits:</b>	<b>8</b>	<b>30</b>

### Plan Check Performance

*May 1, 2013 to May 31, 2013*

Project Type	Cycles	No of Plan Checks	Target **	Average Review Days	Overdue Plan Checks
Major Plan Check	1st Review	42	10	6	0
	Subsequent Rev.	36	5	3	0
Minor Plan Check	1st Review	9	3	1	0
	Subsequent Rev.	6	2	1	0
<b>Total Number of Plan Checks</b>		<b>93</b>			

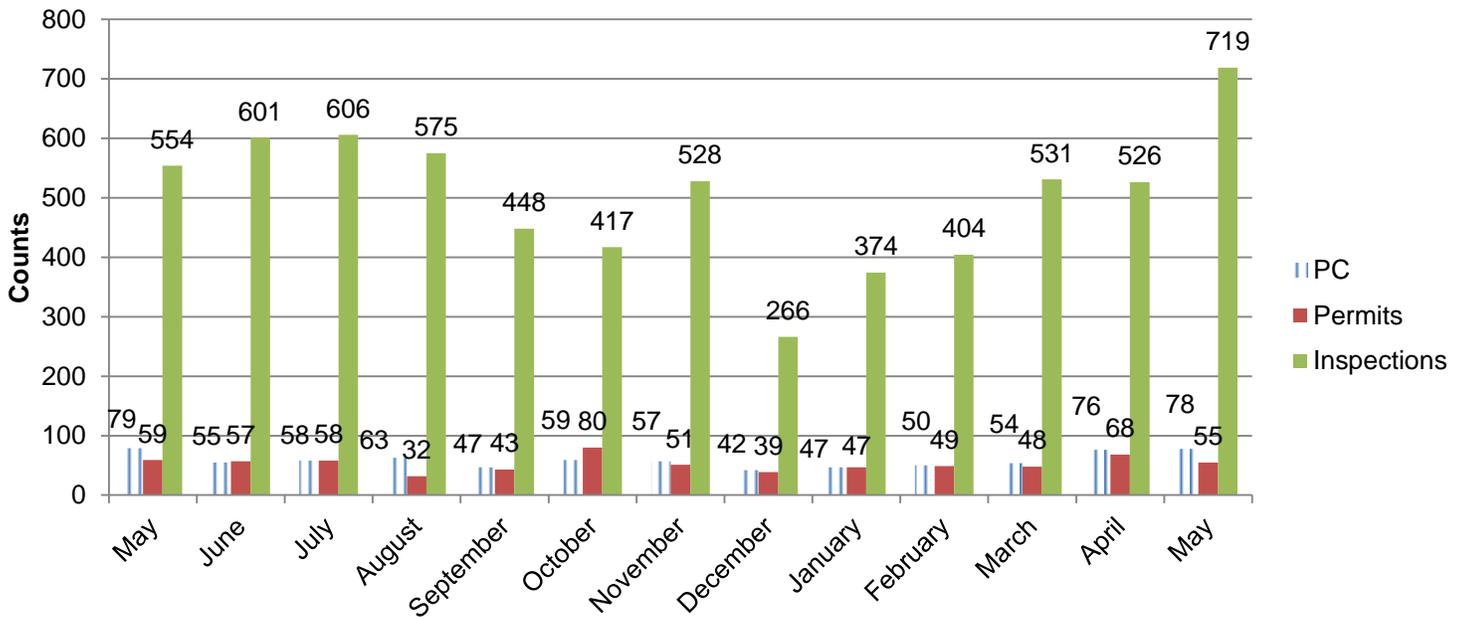
\*\* Target: in working days

Major Plan Check: New Houses, New Accessory Structures, New non-Residential

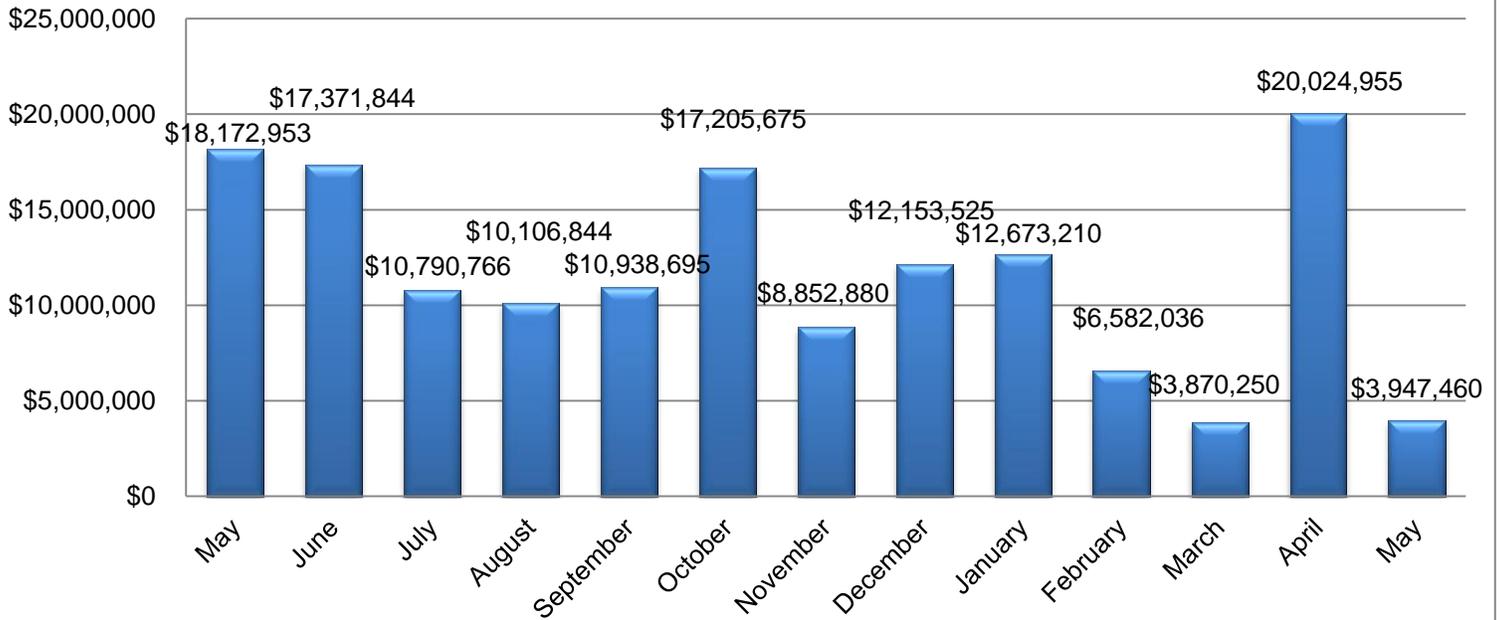
Minor Plan Check: Small Additions, Reroof, Alterations, Misc.

## Summary Graphs

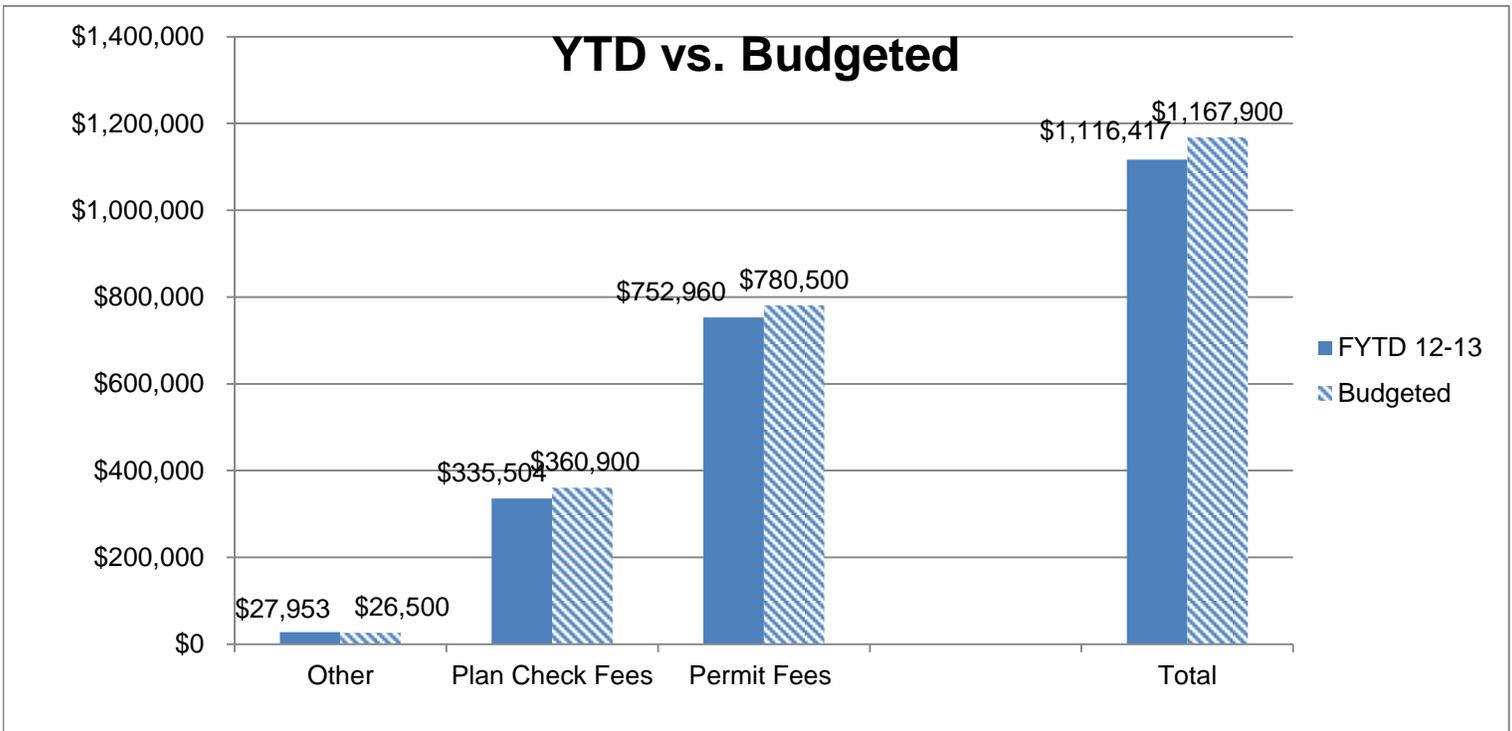
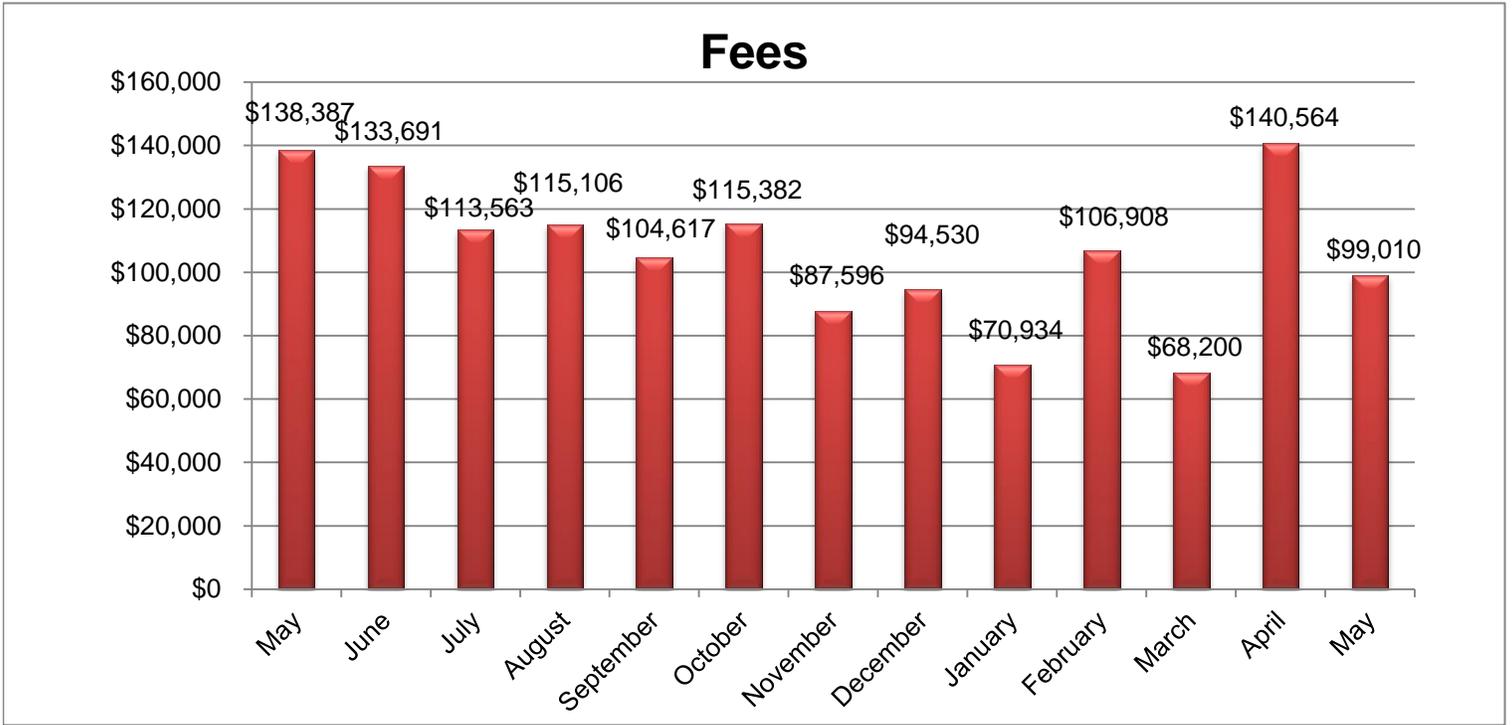
### Plan Checks, Permits, Inspections



### Valuation



## Summary Graphs





**Minutes**  
**Town of Atherton**  
**CITY COUNCIL**  
**May 15, 2013**  
**7:00 p.m.**  
**94 Ashfield Road**  
**Atherton, California**  
**REGULAR MEETING**

Mayor Lewis called the meeting to order at 7:00 p.m.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL** Lewis, Dobbie, Widmer, Wiest, Carlson

Dobbie was absent from the May 15<sup>th</sup> meeting.

3. **PRESENTATIONS**

**ADAPT/ACIL Presentation** – Scott Barnum, ADAPT & John Davey, ACIL

Barnum and Davey spoke about preparedness efforts in the community emphasizing that preparedness activity begins and ends at the local level – specifically, at home.

It is vital that residents are prepared at home because depending on the type of disaster, it could take up to a week before basic services could be restored. Disaster professionals advise that the most important thing we can do is be prepared to survive for 72 hours in our homes. That’s a conservative estimate as first responder resources and priorities will be strained. In reality, it could be closer to a week before help arrives. “Sheltering in Place” will save the most lives. Local first responders (ADAPT, CERT, Menlo Fire, APD, and the Town) have divided Atherton into “districts” for coverage and response. Residents within these districts can support each other through local neighborhood efforts.

**HIP Housing Presentation** – Laura Fanucchi, Associate Director

Katie Comfort Carr addressed the Council. Carr discussed that HIP Housing is a non-profit organization that creates homes for thousands in San Mateo County. HIP Housing invests in human potential by improving the housing and lives of people in the county. Founded in 1972, HIP Housing initiates programs to assist the disadvantaged and disabled living in San Mateo County. More information on HIP Housing can be found on their website at [www.hiphousing.org](http://www.hiphousing.org).

4. **PUBLIC COMMENTS**

William Grindley updated Council on the continuing efforts laid out against High Speed Rail.

5. **REPORT OUT OF CLOSED SESSION, 6PM Session**

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

Agency Negotiators: George Rodericks, City Manager; Geoffrey Rothman, Renne Sloan Holtzman Sakai, LLP.  
Employee Organization: APOA

City Attorney Bill Connors stated that there was no reportable action.

6. **CITY MANAGER'S REPORT**

a. **Community Center Advisory Committee Report**

City Manager Rodericks commented that the Town had not yet received reimbursement for the costs incurred during the most recent presidential visit and noted the Chief's attendance at a recent School Safety Summit.

7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT**

**CONSENT CALENDAR (Items 8-15)**

8. **APPROVAL OF APRIL 15 SPECIAL MEETING AND APRIL 17 REGULAR MEETING MINUTES**

**Report:** City Clerk Theresa DellaSanta

**Recommendation:** Approve meeting minutes

9. **APPROVAL OF BILLS AND CLAIMS FOR APRIL, 2013 IN THE AMOUNT OF \$816,211**

**Report:** Finance Director Robert Barron III

**Recommendation:** Approve Bills and Claims in the amount of \$816,211

10. **FINANCIAL REPORT FOR APRIL 30, 2013**

**Report:** Finance Director Robert Barron III

**Recommendation:** Receive the General Fund Financial Report for April 30, 2013

11. **ACCEPTANCE OF TREASURER'S REPORT FOR THE FIRST QUARTER ENDED MARCH 31, 2013**

**Report:** Finance Director Robert Barron III

**Recommendation:** Accept the Treasurer's Report for the first Quarter Ended March 31, 2013

12. **TOWN RESPONSE TO CIVIL GRAND JURY REPORT TITLED: "CAN WE TALK? LAW ENFORCEMENT AND OUR MULTILINGUAL COUNTY"**

**Report:** Police Chief Ed Flint

**Recommendation:** Staff recommends that the City Council accept the attached final proposed draft as the Town's response to the Civil Grand Jury

**15. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION FOR THE 2013 SPRING PATCHING PROJECT**

**Report:** Community Services Director Mike Kashiwagi

**Recommendation:** Accept work and authorize recording of a notice of completion for the 2013 Spring Patching Project, Number 56055

**MOTION by Widmer, second by Wiest to approved the consent calendar with the exception of items 13 and 14. The motion passed unanimously.**

**PUBLIC HEARINGS** - None

**REGULAR AGENDA** – (Items 16-21)

**16. PUBLIC INPUT REGARDING: INFORMATION ON UPCOMING CONTRACT NEGOTIATIONS – ATHERTON POLICE OFFICERS ASSOCIATION**

**Report:** City Manager George Rodericks

**Recommendation:** Take public comment on the upcoming labor negotiations

City Manager Rodericks explained that this item was an opportunity for the community to provide input on the pending APOA MOU Negotiations. Rodericks provided a report outlining the salary and benefit issues as well as the requirements for collective bargaining. The Report covered the Town's organization and organizational chart, salary and benefit costs by department, pension and other post-employment benefit obligations, the Meyers-Millias-Brown Act, the Meet and Confer process, Impasse and Fact Finding, Pension Reform, and the 2013 Negotiation. Several residents spoke at the meeting providing input into the process on topics such as support for the Police Department, requiring police officers to pay their share of the pension obligation, membership within the APOA, outsourcing the police services, the provision of high-quality services, the parcel tax, and changes to the command structure within the Department. Since the item was "informational" there was no discussion by the Council.

No Action was taken.

**17. DISCUSSION AND DIRECTION: INFORMATION ON RELATIONSHIP BETWEEN THE TOWN OF ATHERTON AND THE SAN MATEO COUNTY LIBRARY JPA**

**Recommendation:** To Be Determined

Rodericks stated that this item is a discussion of the April Colleague's Memorandum on the relationship of the Town to the San Mateo County Library JPA. The Council discussed the possibility of the Town leaving the JPA, the struggle to obtain detailed financial data for the Atherton Branch, the legal issues connected to the use of donor funds and "ownership" of those funds, as well as the direction to head next. Issues such as transparency, the JPA's power over the use of donor funds, monthly accounting, and local control were discussed. The Council heard public

comment on the issue that advised them to “follow the money” in evaluating how events transpired over the last several years.

The Council directed that staff to investigate feasible options for maintaining and enhancing library services to the community, evaluate legal options for withdrawal from the JPA and the impacts thereto, and get a report back from the Community Center Advisory Committee on the size needs for the Atherton Library. Council discussion made it clear that the Library is a priority; that donor funds should only be spent on library services and library capital infrastructure; and that it is important to protect local control over local revenues and library property tax revenues are no exception.

**MOTION by Lewis, second by Carlson meet with SMCL representative and create an agreement to have donor funds reside on Atherton books; discuss usage of funds and define the meaning of library service; and agree that if Atherton withdraws from the JPA that the funds will still be available to Atherton. Additionally, make it very clear that in no way can the funds be used for the civic center construction except for the library portion. The motion passed 3-1, Widmer abstained.**

**18. USE OF POLLING FIRM FOR PARCEL TAX RENEWAL**

**Report:** City Manager George Rodericks

**Recommendation:** Consider the use of professional services for assistance with the upcoming parcel tax renewal and evaluation of other potential revenue sources and direct staff accordingly

Rodericks explained that this item is for use of a polling firm in connection with the possible renewal of the parcel tax in November 2013. The Council discussed the merits of using a firm as well as the methodology that could be employed. The Council selected True North Research, Inc..

Timothy McLarney, President, True North Research, provided clarification about the survey methodology and process to help ease concerns.

**MOTION by Lewis, second by Wiest to approve the use of True North Research, Inc. to assist in providing polling and survey research for the proposed parcel tax renewal. The motion passed 3-1 (Widmer opposed).**

Widmer noted that he did not want to approve spending funds until he knew that the residents would support renewal of the parcel tax.

An Ad-hoc subcommittee of the Council was created to assist staff and True North Research in crafting survey questions. It is anticipated that work will be complete within the next 8 weeks.

**19. EVENT GARDEN AT HOLBROOK-PALMER PARK**

**Report:** Community Services Director Mike Kashiwagi

**Recommendation:** The Park and Recreation Commission recommends that Council approve the Holbrook Palmer Park Foundation to proceed with their plan for the design phase of a new Events Garden area at Holbrook Palmer Park

This item involved a presentation by the Holbrook Palmer Park Foundation through Shirley Carlson on a project in the Event Garden at the Park. Mrs. Carlson presented a conceptual drawing that had already been through the Parks and Recreation Commission with continued concurrence. The Council reviewed and approved the project in concept. Any project still has to go through the Town's formal approval processes. It was recommended that the Town and Foundation enter into a funding agreement for the project to cover issues such as total project cost, management, and changes.

**MOTION by Carlson, second by Widmer to approve the project in concept. The motion passed unanimously.**

**20. POLICY AND FEE RECOMENDATIONS FOR WEDDINGS IN THE PARK**

**Report:** Community Services Director Mike Kashiwagi

**Recommendation:** Review staff report and adopt the recommended policy and fee structure for weddings at Holbrook-Palmer Park

Rodericks explained that this was continued discussion of returning weddings to the Park. Staff presented a list of fees and policies to use should the Council support the return of weddings in the park. Following discussion and public comment, the Council felt there were still a number of unanswered questions with respect to exactly how things would be managed as well as eliminating any difference between a private wedding event and a large corporate event.

Council directed staff to return with a more detailed policy for events at the park (weddings and corporate) and develop a request for proposal outlining the scope of work for concessionaire services to operate and manage such events.

**21. CITY MANAGER AGREEMENT**

**Report:** City Manager Rodericks

**Recommendation:** As Directed

Rodericks explained that this item was placed on the agenda so that the Council could make any adjustments to the current agreement should they desire to do so following the recent performance appraisal process. The Council discussed the performance of the City Manager and suggested changes to the employment agreement. The issues centered around the house provided by the Town for use by the City Manager, the City Manager's inability to use the house, and a debate about the appropriate level of compensation given those facts and the Manager's performance.

**MOTION by Lewis, second by Carlson revisions to the Agreement to address the City Manager's continued compensation and performance. The motion passed 3-1, Widmer opposed.**

**ITEMS REMOVED FROM CONSENT**

**13. APPROVE RESOLUTION 13-XX ESTABLISHING GUIDELINES FOR A FEE WAIVER POLICY**

**Report:** City Manager George Rodericks

**Recommendation:** Adopt Resolution establishing guidelines for a fee waiver policy

Rodericks stated that this item was consideration of a policy to address fee waivers for use of Holbrook Palmer Park and Banners. The Council discussed the need for the policy, current practice, the policies applicability, and some verbiage within the proposed policy.

**MOTION by Lewis, second by Carlson to approve the policy with minor adjustments. The motion passed 3-1, Widmer opposed.**

**Widmer noted that the park budget should be clarified before this is passed.**

**14. APPROVE RESOLUTION ESTABLISHING GUIDELINES FOR A BANNER POLICY**

**Report:** City Manager George Rodericks

**Recommendation:** Approve Resolution No. 13-xx establishing the Town of Atherton banner policy

Rodericks outlined the concerns with current practice and advised that the proposed policy is consistent with current practice. While the current Town Banner Permit limits banners solely to “Town-Sponsored” events, there is no formalized definition of what that means. In practice, over the years, the policy has been interpreted to allow banners so long as they are associated with organizations connected to Atherton residents. The result has been that banners that are not related to “town-sponsored” events are hung after obtaining a permit. In doing so, the Town’s policy is actually an “all are welcome” policy, as the Town cannot regulate content with respect to banners.

Staff advised that the Council needs to choose between the “all” or “limited” approach for banners.

City Attorney Connors opined further explaining the legal challenges the Town might face with respect to regulating banner placement.

**MOTION by Widmer, second by Lewis to approve the policy, with changes, limiting banners to town events and town-sponsored events. As a result, some groups that traditionally have been able to use the banner site will be unable to do so in the future. The motion passed unanimously.**

**22. COUNCIL REPORTS/COMMENTS**

Mayor Lewis said she will be attending the Council of Cities business meeting and recommending Half Moon Bay Council Member Alan Alifano for the vacant LaFCO seat. There were no objections.

**23. FUTURE AGENDA ITEMS – None.**

**24. PUBLIC COMMENTS – None.**

**25. ADJOURN**

**MOTION by Wiest, second by Widmer to adjourn the meeting. The motion passed and Mayor Lewis adjourned the meeting at 11:18 p.m.**

**Respectfully submitted,**

**Theresa DellaSanta  
City Clerk**

**TOWN OF ATHERTON**  
**CLAIMS LIST MAY 2013**

	<u>Amount</u>
A/P Checks (#15155-15274)	\$ 475,589
Payroll Checks (#373-376)	679
Direct Deposit - Payroll	308,571
Electronic Transfer - A/P & Payroll	320,782
<b>MAY 2013 Total</b>	<b>1,105,621</b>

I, George Rodericks, City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 373-376 (payroll), and 15155-15274 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,105,621 are true and correct based on the information provided to me and that there are sufficient funds for payment.

---

George Rodericks  
City Manager

The above claims, check numbers 373-376 (payroll), and 15155-15274 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,105,621 are true and correct and are authorized for payment.

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Elizabeth Lewis  
Mayor, Town of Atherton

**SOURCE OF FUNDS**

<b>101</b>	General	\$ 1,003,569
<b>105</b>	Tennis	705
<b>201</b>	Special Tax	1382
<b>213</b>	Library	2,836
<b>215</b>	Evan Creative Design	140
<b>401</b>	GF Projects	6,475
<b>614</b>	Worker's Compensation	43,587
<b>615</b>	General Liability	4,134
<b>616</b>	Employee Benefits	42,793
	<b>TOTAL</b>	<b>1,105,621</b>

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
15155	A-A LOCK & ALARM INC	5/2/2013	24264	General Fund	DPW-Building Maint.	(8) Commercial keys	70.20
<b>15155 Total</b>							70.20
15156	AFLAC	5/2/2013	501-04-2013	General Fund		PR Batch 501 4 2013 Aflac Accident (Pre-Tax)	166.91
15156	AFLAC	5/2/2013	501-04-2013	General Fund		PR Batch 501 4 2013 Aflac Cancer Ins(Pre-Tax)	170.64
15156	AFLAC	5/2/2013	501-04-2013	General Fund		PR Batch 501 4 2013 Aflac Dental Plan (Pre-Tax)	65.22
15156	AFLAC	5/2/2013	501-04-2013	General Fund		PR Batch 501 4 2013 Aflac Hosp. Conf. Id (Pre-Tax)	23.36
15156	AFLAC	5/2/2013	501-04-2013	General Fund		PR Batch 501 4 2013 Aflac Hosp.Int Care (Pre-Tax)	16.26
15156	AFLAC	5/2/2013	501-04-2013	General Fund		PR Batch 501 4 2013 Aflac Life (Pre-Tax)	5.63
15156	AFLAC	5/2/2013	501-04-2013	General Fund		PR Batch 501 4 2013 Aflac STD (After-Tax)	56.12
15156	AFLAC	5/2/2013	501-04-2013	General Fund		PR Batch 501 4 2013 Aflac STD (Pre-Tax)	21.46
15156	AFLAC	5/2/2013	501-04-2013	General Fund		PR Batch 501 4 2013 Aflac Speci Health (Pre-Tax)	52.68
15156	AFLAC	5/2/2013	502-04-2013	General Fund		PR Batch 502 4 2013 Aflac Accident (Pre-Tax)	166.91
15156	AFLAC	5/2/2013	502-04-2013	General Fund		PR Batch 502 4 2013 Aflac Cancer Ins(Pre-Tax)	170.64
15156	AFLAC	5/2/2013	502-04-2013	General Fund		PR Batch 502 4 2013 Aflac Dental Plan (Pre-Tax)	65.22
15156	AFLAC	5/2/2013	502-04-2013	General Fund		PR Batch 502 4 2013 Aflac Hosp. Conf. Id (Pre-Tax)	23.36
15156	AFLAC	5/2/2013	502-04-2013	General Fund		PR Batch 502 4 2013 Aflac Hosp.Int Care (Pre-Tax)	16.26
15156	AFLAC	5/2/2013	502-04-2013	General Fund		PR Batch 502 4 2013 Aflac Life (Pre-Tax)	5.63
15156	AFLAC	5/2/2013	502-04-2013	General Fund		PR Batch 502 4 2013 Aflac STD (After-Tax)	56.12
15156	AFLAC	5/2/2013	502-04-2013	General Fund		PR Batch 502 4 2013 Aflac Speci Health (Pre-Tax)	52.68
<b>15156 Total</b>							1,135.10
15157	AT&T CALNET 2	5/2/2013	000004262154	General Fund	DPW-Street Maint.	1470 PW Corp yard 3/11/13 - 4/10/13	23.08
15157	AT&T CALNET 2	5/2/2013	000004257194	General Fund	DPW-Park Program	2677 Park elevator 3/10/13 - 4/9/13	15.53
<b>15157 Total</b>							38.61
15158	BIGGS CARDOSA ASSOCIATE, INC	5/2/2013	62512	Special Tax	DPW-Engineering	Marsh road retaining wall -phase1 Mar 2013	1,382.40
<b>15158 Total</b>							1,382.40
15159	BOETHING TREELAND FARMS, INC.	5/2/2013	TV241077	General Fund	City Council	(1) Quercus virginiana EPC approved by Council 3/20/13	543.91
<b>15159 Total</b>							543.91
15160	CITY OF MENLO PARK	5/2/2013	Jul-Dec 2012	General Fund	DPW-Street Maint.	Shared traffic signal maint cost Valparaiso/University Jul-Dec 1	864.47
<b>15160 Total</b>							864.47
15161	CLARK PEST CONTROL	5/2/2013	14040991	Library Fund	Non-Dept	Pest control service Library Apr 2013	95.00
<b>15161 Total</b>							95.00
15162	CSG CONSULTANTS INC	5/2/2013	024176	General Fund	Building	Code enforcement service 2/23/13 - 3/29/13	6,540.50
<b>15162 Total</b>							6,540.50
15163	DE LARGE FINANCIAL SERVICES,INC	5/2/2013	17802319	General Fund	Planning	Lease Sharp MXM453N copier Planning 4/15/13 - 5/14/13	53.39
15163	DE LARGE FINANCIAL SERVICES,INC	5/2/2013	17802319	General Fund	Building	Lease Sharp MXM453N copier Bldg 4/15/13 - 5/14/13	53.38
15163	DE LARGE FINANCIAL SERVICES,INC	5/2/2013	17802319	General Fund	DPW-Engineering	Lease Sharp MXM453N copier DPW 4/15/13 - 5/14/13	53.38

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
<b>15163 Total</b>							160.15
15164	FLOOR EFFECTS	5/2/2013	11409	GF Projects	DPW-Engineering	Balance due carpet installation Admin & PD	6,475.00
<b>15164 Total</b>							6,475.00
15165	KIELTY KEVIN R.	5/2/2013	2592	General Fund	Planning	Contract Arborist Services- 23% Planning April 2013	2,656.50
15165	KIELTY KEVIN R.	5/2/2013	2592	General Fund	Building	Contract Arborist Service - 77% Bldg April 2013	8,893.50
<b>15165 Total</b>							11,550.00
15166	MCE CORPORATION	5/2/2013	1303100	General Fund	DPW-Street Maint.	Contract maintenance services Street Maint Mar 2013	25,659.63
15166	MCE CORPORATION	5/2/2013	1303100	General Fund	DPW-Park Maint.	Contract maintenance services Park Maint Mar 2013	16,930.90
15166	MCE CORPORATION	5/2/2013	1303100	General Fund	DPW-Park Program	Contract maintenance services Park Program 2013	2,574.73
15166	MCE CORPORATION	5/2/2013	1303100	General Fund	DPW-Building Maint.	Contract maintenance services Facilities Mar 2013	1,592.68
15166	MCE CORPORATION	5/2/2013	1303100	Tennis Fund	DPW-Park Program	Contract maintenance services Tennis court Mar 2013	222.34
15166	MCE CORPORATION	5/2/2013	1303100	Library Fund	Non-Dept	Contract maintenance services Library Mar 2013	350.23
<b>15166 Total</b>							47,330.51
15167	MUNISERVICES LLC	5/2/2013	Durascape	General Fund		Bus Lic. Durascape	126.00
<b>15167 Total</b>							126.00
15168	PETER L.OSHMAN TRUST	5/2/2013	BP10-00963 Uti	General Fund		Refund 2nd utility dep BP10-00963, 197 Atherton Ave	5,000.00
15168	PETER L.OSHMAN TRUST	5/2/2013	BP10-00963 Gra	General Fund		Refund grading dep BP10-00963, 197 Atherton Ave	1,000.00
<b>15168 Total</b>							6,000.00
15169	PG & E	5/2/2013	74579693321/413	General Fund	Police	83 Ashfield 3/25/13 - 4/23/13	1,429.87
15169	PG & E	5/2/2013	34579695882/413	General Fund	DPW-Street Maint.	Signal El Camino/Atherton 3/26/13 - 4/24/13	72.97
15169	PG & E	5/2/2013	92913025489/413	General Fund	DPW-Street Maint.	Corp office/Storage 3/25/13 - 4/23/13	73.27
15169	PG & E	5/2/2013	95313129439/413	General Fund	DPW-Street Maint.	93 Dinkelspiel station Ln 3/25/13 - 4/23/13	191.60
15169	PG & E	5/2/2013	08963023620/413	General Fund	DPW-Park Maint.	160 Watkins (CM House) 3/26/13 - 4/24/13	27.64
15169	PG & E	5/2/2013	91663025566/413	Library Fund	Non-Dept	Atherton library 3/25/13 - 4/23/13	381.89
<b>15169 Total</b>							2,177.24
15170	PLUTYNSKI MARK A.	5/2/2013	012-Apr 2013	General Fund	City Council	Videotaping Finance Committee meeting 4/9/13	350.00
15170	PLUTYNSKI MARK A.	5/2/2013	012-Apr 2013	General Fund	City Council	Videotaping Budget study Session 4/15/13	350.00
15170	PLUTYNSKI MARK A.	5/2/2013	012-Apr 2013	General Fund	City Council	Videotaping City Council meeting 4/17/13	350.00
15170	PLUTYNSKI MARK A.	5/2/2013	012-Apr 2013	General Fund	City Council	Videotaping Planning meeting 4/24/13	350.00
15170	PLUTYNSKI MARK A.	5/2/2013	012-Apr 2013	General Fund	City Council	Videotaping Community Center meeting 4/30/13	350.00
<b>15170 Total</b>							1,750.00
15171	POWERPLAN	5/2/2013	1044132	General Fund	DPW-Street Maint.	Parts/Labor -radiator maint. svc	1,096.89
<b>15171 Total</b>							1,096.89
15172	QUINLAN THERESA	5/2/2013	357	General Fund		Refund park dep event canceled Inv#357, 12/28/13	1,000.00
<b>15172 Total</b>							1,000.00
15173	SACRED HEART SCHOOLS	5/2/2013	Inv#312& 313	General Fund		Refund park dep Inv#312 &313, 4/16/13 - 4/29/13	500.00

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
<b>15173 Total</b>							500.00
15174	SIEMENS	5/2/2013	400096831	General Fund	DPW-Street Maint.	TS Illuminated in-pavement x-walk Valparaiso/Emilie Feb 2013	50.00
15174	SIEMENS	5/2/2013	400099180	General Fund	DPW-Street Maint.	Traffic signal maint Middlefield/Encinal Mar 2013	104.67
15174	SIEMENS	5/2/2013	400099180	General Fund	DPW-Street Maint.	Traffic signal maint Middlefield/Marsh Mar 2013	104.67
15174	SIEMENS	5/2/2013	400099180	General Fund	DPW-Street Maint.	Traffic signal maint Middlefield/Oak Grove Mar 2013	104.67
15174	SIEMENS	5/2/2013	400099180	General Fund	DPW-Street Maint.	TS Illuminated in-pavement x-walk Valparaiso/Emilie Mar 2013	50.00
15174	SIEMENS	5/2/2013	400097450	General Fund	DPW-Street Maint.	Traffic signal repair services Middlefield/Marsh Feb 2013	1,753.98
15174	SIEMENS	5/2/2013	400097450	General Fund	DPW-Street Maint.	Traffic signal repair services Middlefield/Marsh Feb 2013	194.54
15174	SIEMENS	5/2/2013	400097450	General Fund	DPW-Street Maint.	Traffic signal repair services Valparaiso/Emilie Feb 2013	1,116.32
15174	SIEMENS	5/2/2013	400096831	General Fund	DPW-Street Maint.	Traffic signal maint Middlefield/Encinal Feb 2013	104.67
15174	SIEMENS	5/2/2013	400096831	General Fund	DPW-Street Maint.	Traffic signal maint Middlefield/Marsh Feb 2013	104.67
15174	SIEMENS	5/2/2013	400096831	General Fund	DPW-Street Maint.	Traffic signal maint Middlefield/Oak Grove Feb 2013	104.67
<b>15174 Total</b>							3,792.86
15175	SOLARCITY CORPORATION	5/2/2013	BP13-00201	General Fund		Permit fee- withdrawn BP13-00201, 207 Stockbridge Ave.	100.00
<b>15175 Total</b>							100.00
15176	VISION SERVICE PLAN	5/2/2013	501-04-2013	General Fund		PR Batch 501 4 2013 Vision Insurance	546.04
15176	VISION SERVICE PLAN	5/2/2013	May 2013	General Fund	Police	Vision K. Lopez May 2013	(15.77)
15176	VISION SERVICE PLAN	5/2/2013	May 2013	General Fund	DPW-Street Maint.	Vision cobra M. Rubalcava May 2013	10.88
<b>15176 Total</b>							541.15
15177	WEST COAST ARBORISTS, INC.	5/2/2013	87505	General Fund	DPW-Street Maint.	Tree pruning Middlefield/Linden Apr 2013	1,377.00
15177	WEST COAST ARBORISTS, INC.	5/2/2013	87505	General Fund	DPW-Street Maint.	Tree removal Dinkelspiel Stn Ln Apr 2013	1,296.00
<b>15177 Total</b>							2,673.00
15178	AT&T CALNET 2	5/9/2013	000004303822	General Fund	non-dept	0600 PBX switch board line 3/27/13 - 4/26/13	113.67
15178	AT&T CALNET 2	5/9/2013	000004303823	General Fund	non-dept	8099 Town Hall main line 3/27/13 - 4/26/13	350.24
15178	AT&T CALNET 2	5/9/2013	000004286948	General Fund	Police	1053 Teleminder loop line PD 3/20/13 - 4/19/13	84.80
15178	AT&T CALNET 2	5/9/2013	000004286949	General Fund	Police	1953 Circuit# PD to 590 Hamilton 3/20/13 - 4/19/13	97.76
15178	AT&T CALNET 2	5/9/2013	000004286950	General Fund	Police	8343 83 Ashfield/KCEA radio PD 3/20/13 - 4/19/13	57.34
15178	AT&T CALNET 2	5/9/2013	000004286951	General Fund	Police	5840 83 Ashfield/Industrial PD 3/20/13 - 4/19/13	267.73
15178	AT&T CALNET 2	5/9/2013	000004286952	General Fund	Police	7360 Circuit data line PD 3/20/13 - 4/19/13	362.36
15178	AT&T CALNET 2	5/9/2013	000004286953	General Fund	Police	6689 MP fire to PD voter 3/20/13 - 4/19/13	66.80
15178	AT&T CALNET 2	5/9/2013	000004286954	General Fund	Police	6690 MP police to PD voter 3/20/13 - 4/19/13	66.80
15178	AT&T CALNET 2	5/9/2013	000004286955	General Fund	Police	6691 Cal water/Bear gulch voter PD 3/20/13 - 4/19/13	77.18
15178	AT&T CALNET 2	5/9/2013	000004303820	General Fund	Police	0686 Alarm line -police shed 3/27/13 - 4/26/13	15.92

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
15178	AT&T CALNET 2	5/9/2013	000004303821	General Fund	Police	0280 Disaster line PD 3/27/13 - 4/26/13	214.98
<b>15178 Total</b>							1,775.58
15179	CA EMPLOYMENT DEV DEPT (UI)	5/9/2013	L0582866816	Employee Benefits Funds	Police	UI benefit charge J. Thomas-Smith 1/1/13 - 3/31/13	2,016.00
15179	CA EMPLOYMENT DEV DEPT (UI)	5/9/2013	L0582866816	Employee Benefits Funds	Police	UI benefit charge C. Pettit 1/1/13 - 3/31/13	4,050.00
15179	CA EMPLOYMENT DEV DEPT (UI)	5/9/2013	L0582866816	Employee Benefits Funds	DPW-Park Program	UI benefit charge V. Valencia 1/1/13 - 3/31/13	(120.00)
<b>15179 Total</b>							5,946.00
15180	CAL MOTO	5/9/2013	6019096/1	General Fund	Police	Battery for BMW Motorcycle	52.45
<b>15180 Total</b>							52.45
15181	CITIES GROUP THE	5/9/2013	Apr-Jun 2013	Worker's Comp Insurance	Non-Dept	Workers' compensation assessment 4/1/13 - 6/30/13	42,371.03
15181	CITIES GROUP THE	5/9/2013	Apr-Jun 2013	Worker's Comp Insurance	Non-Dept	Safety/Compliance program assessment 4/1/13 - 6/30/13	1,215.57
<b>15181 Total</b>							43,586.60
15182	CITY OF REDWOOD CITY	5/9/2013	BR29438	General Fund	non-dept	(30.5) hrs Contract IT support Feb- Apr 2013	4,381.94
<b>15182 Total</b>							4,381.94
15183	CITY OF REDWOOD CITY	5/9/2013	BR29493	General Fund	Police	Fuel charge PD 3/15/13 - 4/15/13	4,828.44
15183	CITY OF REDWOOD CITY	5/9/2013	BR29493	General Fund	DPW-Engineering	Fuel charge DPW Eng 3/15/13 - 4/15/13	46.22
15183	CITY OF REDWOOD CITY	5/9/2013	BR29493	General Fund	DPW-Street Maint.	Fuel charge DPW Street maint 3/15/13 - 4/15/13	92.04
<b>15183 Total</b>							4,966.70
15184	CSG CONSULTANTS INC	5/9/2013	024381	General Fund	Building	Code enforcement service 3/30/13 - 4/26/13	7,210.00
<b>15184 Total</b>							7,210.00
15185	FLINT EDWIN F.	5/9/2013	May 5-6, 2013	General Fund	Police	Parking fee -PEACE Officer Memorial/Candlelight Vigil conference	40.00
<b>15185 Total</b>							40.00
15186	FRANCHISE TAX BOARD	5/9/2013	501-05-2013	General Fund		PR Batch 501 5 2013 FTB-Earning withholding order	344.00
<b>15186 Total</b>							344.00
15187	HEXAGON TRANSPORTATION CONSULTANTS. INC.	5/9/2013	7564	General Fund	Pass thru	Menlo school - TDM monitoring	2,350.00
<b>15187 Total</b>							2,350.00
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund		Sale tax Mobile wireless for patrol car PD	(21.67)
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5408/4-22-13ST	General Fund	City Council	Meal - park walk through P&R	63.93
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	4960/4-22-13TD	General Fund	City Council	iPad apps for Council	19.99
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	4960/4-22-13TD	General Fund	City Council	iPad apps for Council	1.99

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	7481/4-22-13GR	General Fund	Administration	General Assembly conference CM 4/18/13	95.00
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	4960/4-22-13TD	General Fund	Administration	Contribution to Lung Cancer Fndtn in memory of San Carlos Council	100.00
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	4960/4-22-13TD	General Fund	Administration	(1) Standard turbo SSL Admin	29.95
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	Car wash PD March 2013	150.00
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	(1) Brake handle -mustang parts replaced	10.85
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	Repair service officer worn video camera PD	193.00
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	(1) Phone charger for dispatch cell PD	11.68
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	2431/4-22-13JW	General Fund	Police	Dewalt mobile lock fee PD April 2013	19.95
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	2431/4-22-13JW	General Fund	Police	On-line investigation fee PD March 2013	56.25
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	Hostage Neg. membership fee PD	260.00
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	Mental Illness Awareness Training canceled K. Haselbach 4/4/13	(218.00)
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	Mental Illness Awareness Training canceled B. Lane 4/4/13	(218.00)
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	Motorcycle Update Training canceled C. Vigil 5/1 -5-3/13	(451.00)
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	2431/4-22-13JW	General Fund	Police	Mail documents- response to DFEH	26.40
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	2431/4-22-13JW	General Fund	Police	Plaque for employee award of the year PD	44.59
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	2431/4-22-13JW	General Fund	Police	Coffees for POTUS visit PD	38.85
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	2431/4-22-13JW	General Fund	Police	Donuts for POTUS visit PD	48.95
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	2431/4-22-13JW	General Fund	Police	Donuts for POTUS visit PD	48.95
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	2431/4-22-13JW	General Fund	Police	Lunches for POTUS visit PD	202.04
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	Mail damaged Vie Vue camera for repair PD	11.65
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	(15) 911 Pins-dispatcher appreciation PD	105.29

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	Book- school shooters profile PD	31.17
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	(1) Alarm sign -#50 PD	27.94
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	Botls license plates - trailers PD	13.51
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5432/4-22-13JF	General Fund	Police	(1) Mobile wireless for patrol car PD	276.61
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5408/4-22-13ST	General Fund	DPW-Park Maint.	Portable restroom rental HP Park Mar 2013	461.13
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5408/4-22-13ST	General Fund	DPW-Park Program	Internet fee HP Park Apr 2013	77.55
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	5408/4-22-13ST	General Fund	DPW-Park Program	(8) cs Pet waste bags - single pull HP Park	632.00
15188	IMPAC. GOVERNMENT SERVICES	5/9/2013	4960/4-22-13TD	Evan Creative Design	Non-Dept	Plaques for statues - Art Committee	139.90
<b>15188 Total</b>							2,290.45
15189	INTERWEST CONSULTING GROUP, INC	5/9/2013	14517	General Fund	Building	Inspection services for permits issued prior 8/22/11	1,400.00
15189	INTERWEST CONSULTING GROUP, INC	5/9/2013	14517	General Fund	Building	58% Total Revenue Bldg Apr 2013	71,431.26
15189	INTERWEST CONSULTING GROUP, INC	5/9/2013	14517	General Fund	Building	55% Total Revenue Bldg Apr 2013	9,573.99
15189	INTERWEST CONSULTING GROUP, INC	5/9/2013	14516	General Fund	DPW-Engineering	Interim Public Works Director Apr 2013	14,500.00
<b>15189 Total</b>							96,905.25
15190	LAMPHIER - GREGORY	5/9/2013	9440	General Fund	Pass thru	Enviromental review/Menlo-Cartan Field 3/2/13 - 3/29/13	35,453.77
<b>15190 Total</b>							35,453.77
15191	MID-PENINSULA ANIMAL HOSPITAL	5/9/2013	512291	General Fund	Police	Bordetella/rabies vaccine k-9 police dog Karli	59.25
15191	MID-PENINSULA ANIMAL HOSPITAL	5/9/2013	512668	General Fund	Police	Hospital visit & vaccine k-9 police dog Rex	397.00
<b>15191 Total</b>							456.25
15192	MOFFAT JAKE	5/9/2013	336	General Fund		Refund park dep Inv#336, 5/4/13	250.00
<b>15192 Total</b>							250.00
15193	MUNISERVICES LLC	5/9/2013	FranciscoTile	General Fund		Bus Lic. Francisco Tile, Inc.	76.00
<b>15193 Total</b>							76.00
15194	OFFICE DEPOT	5/9/2013	655379995001	General Fund	Administration	(1) ea Money/rent receipt book Admin	5.60
15194	OFFICE DEPOT	5/9/2013	655379995001	General Fund	Administration	(1) dz Black pen Admin	14.06
15194	OFFICE DEPOT	5/9/2013	655379995001	General Fund	Administration	(2) dz Note pad Admin	14.08
15194	OFFICE DEPOT	5/9/2013	655379995001	General Fund	Administration	(2) ca Copier paper Admin	85.78

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15194	OFFICE DEPOT	5/9/2013	654382601001	General Fund	Police	(1) ca Copier paper PD	42.89
15194	OFFICE DEPOT	5/9/2013	654382601001	General Fund	Police	(1) ca 9.5x11 Computer paper PD	25.78
15194	OFFICE DEPOT	5/9/2013	654382601001	General Fund	Police	(2) ea Black toner PD	152.58
<b>15194 Total</b>							340.77
15195	OPETA WILFRED	5/9/2013	351	General Fund		Refund park dep Inv#351, 5/3/13	1,000.00
<b>15195 Total</b>							1,000.00
15196	QUINLAN PAUL	5/9/2013	APW13-00044	General Fund		Refund road bond dep APW13-00044, 49 Maple Ave.	2,500.00
<b>15196 Total</b>							2,500.00
15197	REED LOTO	5/9/2013	346	General Fund		Refund park dep Inv#346, 5/4/13	250.00
<b>15197 Total</b>							250.00
15198	SPRINT	5/9/2013	130538811-065	General Fund	Police	Mobile data communication PD 3/26/13 - 4/25/13	427.02
<b>15198 Total</b>							427.02
15199	TURBO DATA SYSTEMS INC	5/9/2013	20164	General Fund	Police	Citation processing Apr 2013	135.44
<b>15199 Total</b>							135.44
15200	US BANCORP EQUIPMENT FINANCE INC.	5/9/2013	227537750	General Fund	Police	Lease Sharp MXM283N copier PD 4/25/13 - 5/25/13	240.89
<b>15200 Total</b>							240.89
15201	VERIZON WIRELESS	5/9/2013	9703629459	General Fund	Building	Wireless service Bldg 3/22/13 - 4/21/13	0.34
15201	VERIZON WIRELESS	5/9/2013	9703629459	General Fund	Police	Wireless service PD 3/22/13 - 4/21/13	106.14
15201	VERIZON WIRELESS	5/9/2013	9703629459	General Fund	DPW-Engineering	Wireless service DPW Eng 3/22/13 - 4/21/13	0.40
15201	VERIZON WIRELESS	5/9/2013	9703629459	General Fund	DPW-Street Maint.	Wireless service DPW Street maint 3/22/13 - 4/21/13	5.69
15201	VERIZON WIRELESS	5/9/2013	9703629459	General Fund	DPW-Park Maint.	Wireless service DPW Park maint 3/22/13 - 4/21/13	0.17
15201	VERIZON WIRELESS	5/9/2013	9703629459	General Fund	DPW-Park Program	Wireless service DPW Park Prog 3/22/13 - 4/21/13	0.34
<b>15201 Total</b>							113.08
15202	VOYAGER FLEET SYSTEMS INC.	5/9/2013	869016477317	General Fund	Police	Motorcycle fuel PD Apr 2013	102.93
<b>15202 Total</b>							102.93
15203	WILLIAMS SCOTSMAN, INC	5/9/2013	96998600	General Fund	Police	Trailer rental PD 4/29/13 - 5/28/13	730.68
<b>15203 Total</b>							730.68
15204	ABAG	5/16/2013	9011130513	General Liability Fund	Non-Dept	GL# 072448 period 5/5/13 - 5/11/13	4,134.28
<b>15204 Total</b>							4,134.28
15205	ABAG POWER PURCHASING POOL	5/16/2013	8005542	General Fund	Administration	91 Ashfield Admin 3/26/13 - 4/24/13	9.56
15205	ABAG POWER PURCHASING POOL	5/16/2013	8005542	General Fund	Planning	Station Lane Planning 3/26/13 - 4/24/13	7.00
15205	ABAG POWER PURCHASING POOL	5/16/2013	8005542	General Fund	Building	Station Lane Bldg 3/26/13 - 4/24/13	41.99
15205	ABAG POWER PURCHASING POOL	5/16/2013	8005542	General Fund	Police	91 Ashfield PD 3/26/13 - 4/24/13	16.28
15205	ABAG POWER PURCHASING POOL	5/16/2013	8005542	General Fund	DPW-Engineering	Station Lane DPW 3/26/13 - 4/24/13	20.99

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15205	ABAG POWER PURCHASING POOL	5/16/2013	8005542	General Fund	DPW-Street Maint.	99 Dinkenspiel/Corp Office 3/26/13 - 4/24/13	19.82
15205	ABAG POWER PURCHASING POOL	5/16/2013	8005542	General Fund	DPW-Park Maint.	160 Watkins (CM House) 2/26/13 - 4/25/13	12.28
15205	ABAG POWER PURCHASING POOL	5/16/2013	8005542	General Fund	DPW-Park Program	150 Watkins HP Activity Bldg 3/27/13 - 4/24/13	14.56
15205	ABAG POWER PURCHASING POOL	5/16/2013	8005542	General Fund	DPW-Park Program	150 Watkins Town of Atherton 2/26/13 - 4/24/13	147.14
15205	ABAG POWER PURCHASING POOL	5/16/2013	8005542	Library Fund	Non-Dept	2 Dinkenspiel/Station Ln Library 3/26/13 - 4/24/13	23.10
<b>15205 Total</b>							312.72
15206	AT&T CALNET 2	5/16/2013	000004321605	General Fund	non-dept	4866 Fax credit card post office 4/1/13 - 4/30/13	15.91
15206	AT&T CALNET 2	5/16/2013	000004318803	General Fund	Police	5396 ESL service line PD 4/1/13 - 4/30/13	75.90
15206	AT&T CALNET 2	5/16/2013	000004318805	General Fund	DPW-Park Program	4859 HP Main house 4/1/13 - 4/30/13	75.59
<b>15206 Total</b>							167.40
15207	CA DEPT JUSTICE ACCOUNTING OFF	5/16/2013	968671	General Fund	Building	Fingerprint apps B. Hale Bldg	32.00
15207	CA DEPT JUSTICE ACCOUNTING OFF	5/16/2013	968671	General Fund	DPW-Engineering	Fingerprint apps G. Siebert DPW	32.00
<b>15207 Total</b>							64.00
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	City Council	94 Ashfield Council 3/7/13 - 4/3/13	93.15
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	Administration	91 Ashfield Admin 3/7/13 - 4/3/13	44.08
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	Planning	Station Lane 3/7/13 - 4/3/13	7.47
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	Building	Station Lane 3/7/13 - 4/3/13	44.84
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	Police	83 Ashfield 3/7/13 - 4/3/13	56.35
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	DPW-Engineering	Station Lane 3/7/13 - 4/3/13	22.42
15208	CAL WATER SERVICE	5/16/2013	9293092658/413	General Fund	DPW-Street Maint.	99 Ashfield/Corp yard 4/4/13 - 5/2/13	54.61
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	DPW-Street Maint.	Alameda/Atherton 3/7/13 - 4/3/13	116.92
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	DPW-Street Maint.	El Camino Real (M#62051499) 3/7/13 - 4/3/13	276.40
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	DPW-Street Maint.	El Camino Real (m#97947324) 3/28/13 - 4/24/13	73.98
15208	CAL WATER SERVICE	5/16/2013	0686127445/413	General Fund	DPW-Street Maint.	Station Lane/Amtrak 4/4/13 - 5/2/13	118.56
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	DPW-Park Program	150 Watkins 3/28/13 - 4/24/13	159.91
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	General Fund	DPW-Park Program	150 Watkins (Fire Protection) 4/1/13 - 4/30/13	28.35
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	Library Fund	Non-Dept	2 Station Lane Library 3/7/13 4/3/13	93.15
15208	CAL WATER SERVICE	5/16/2013	4726166666/413	Library Fund	Non-Dept	Maple Library 3/7/13 - 4/3/13	44.82
<b>15208 Total</b>							1,235.01
15209	CAPITAL ACCOUNTING PARTNERS, LLC.	5/16/2013	80284	General Fund	non-dept	Update master fee schedule, cost allocation plan Apr 2013	2,930.12
<b>15209 Total</b>							2,930.12
15210	CENTRAL MAINTENANCE COMPANY	5/16/2013	3152-0513	General Fund	DPW-Park Maint.	Janitorial Services Park maint May 2013	560.00

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15210	CENTRAL MAINTENANCE COMPANY	5/16/2013	3152-0513	General Fund	DPW-Building Maint.	Janitorial Services Facilities May 2013	1,152.85
15210	CENTRAL MAINTENANCE COMPANY	5/16/2013	3152-0513	Library Fund	Non-Dept	Janitorial Services Library May 2013	342.00
<b>15210 Total</b>							2,054.85
15211	CITY OF REDWOOD CITY	5/16/2013	BR29464	General Fund	Police	Repair wiring & replace fuse for left spot light Crwn Vict (AT76	72.89
15211	CITY OF REDWOOD CITY	5/16/2013	BR29464	General Fund	Police	Replaced wiper blades Crwn Vict (AT32)	9.95
15211	CITY OF REDWOOD CITY	5/16/2013	BR29464	General Fund	Police	Mounted & balanced left rear tire Crwn Vict (AT78)	197.13
15211	CITY OF REDWOOD CITY	5/16/2013	BR29464	General Fund	Police	Installed new 3 port power point Crwn Vict (AT76)	328.22
15211	CITY OF REDWOOD CITY	5/16/2013	BR29464	General Fund	Police	Installed 2 new front brake rotors and brake pads Crwn Vict(AT76	354.37
15211	CITY OF REDWOOD CITY	5/16/2013	BR29464	General Fund	Police	Performed maintenance services Crwn Vict (AT76)	478.29
<b>15211 Total</b>							1,440.85
15212	CONTRACT SWEEPING SERVICES	5/16/2013	INV130000753	General Fund	DPW-Street Maint.	Contract Sweeping Service Apr 2013	1,091.97
<b>15212 Total</b>							1,091.97
15213	DARYANI BENITA	5/16/2013	352	General Fund		Refund park dep Inv#352, 5/11/13	138.00
<b>15213 Total</b>							138.00
15214	HASELBACH KRYSTAL	5/16/2013	Apr 29-3, 2013	General Fund	Police	Mileage Basic Crisis Negotiations trng Haselbach 4/29- 5/3/13	75.76
15214	HASELBACH KRYSTAL	5/16/2013	Apr 29-3, 2013	General Fund	Police	Lunch Basic Crisis Negotiations trng Haselbach 4/29/13	15.24
15214	HASELBACH KRYSTAL	5/16/2013	Apr 29-3, 2013	General Fund	Police	Lunch Basic Crisis Negotiations trng Haselbach 4/30/13	10.57
15214	HASELBACH KRYSTAL	5/16/2013	Apr 29-3, 2013	General Fund	Police	Lunch Basic Crisis Negotiations trng Haselbach 5/1/13	13.93
15214	HASELBACH KRYSTAL	5/16/2013	Apr 29-3, 2013	General Fund	Police	Lunch Basic Crisis Negotiations trng Haselbach 5/2/13	11.17
<b>15214 Total</b>							126.67
15215	HDL COREN & CONE	5/16/2013	0019301-IN	General Fund	Finance	Contract services property tax Apr-Jun 2013	1,125.00
<b>15215 Total</b>							1,125.00
15216	J & N PRINTING	5/16/2013	11186	General Fund	DPW-Engineering	(1000) cp Road Closed Signs for Cape Slurry Project	519.82
<b>15216 Total</b>							519.82
15217	JOHNSON MATT	5/16/2013	BP10-00715 Uti	General Fund		Refund 2nd Utility dep BP10-00715, 102 Catalpa Dr.	5,000.00
15217	JOHNSON MATT	5/16/2013	BP10-00715 Tem	General Fund		Refund Temp occupancy dep BP10-00715, 102 Catalpa Dr.	5,000.00
<b>15217 Total</b>							10,000.00
15218	MADA WAY INVESTMENTS	5/16/2013	APW13-00019	General Fund		Refund road bond dep APW13-00019, 16 Adam Way	2,500.00

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15218	MADA WAY INVESTMENTS	5/16/2013	APW13-00020	General Fund		Refund road bond dep APW13-00020, 24 Adam Way	2,500.00
<b>15218 Total</b>							5,000.00
15219	MCE CORPORATION	5/16/2013	1304093	General Fund	DPW-Street Maint.	Contract maintenance service Street maint Apr 2013	16,477.45
15219	MCE CORPORATION	5/16/2013	1304093	General Fund	DPW-Park Maint.	Contract maintenance service Park maint Apr 2013	9,155.80
15219	MCE CORPORATION	5/16/2013	1304093	General Fund	DPW-Park Program	Contract maintenance service Park Program Apr 2013	2,642.52
15219	MCE CORPORATION	5/16/2013	1304093	General Fund	DPW-Building Maint.	Contract maintenance service Facilities Apr 2013	6,569.66
15219	MCE CORPORATION	5/16/2013	1304093	Tennis Fund	DPW-Park Program	Contract maintenance service Tennis Court Apr 2013	482.99
15219	MCE CORPORATION	5/16/2013	1304093	Library Fund	Non-Dept	Contract maintenance service Library Apr 2013	1,505.93
<b>15219 Total</b>							36,834.35
15220	MUNISERVICES LLC	5/16/2013	SEARoofing	General Fund		Bus Lic. SEA Roofing	76.00
<b>15220 Total</b>							76.00
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Planning	(1) bx Ship label 600ct Planning	25.17
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Planning	(1) bx Ship label 1000ct Planning	21.24
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Planning	(2) ea Triangular scale Planning	5.97
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Planning	(2) ea Triangular scale Planning	10.45
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Building	(1) dz Black pen Bldg	4.08
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Building	(1) dz 5MM pen Bldg	4.08
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Building	(1) pk 3/4x1000" tape Bldg	24.09
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Building	(1) ca Copier paper Bldg	42.89
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Building	(2) ea 1-Hole punch Bldg	9.24
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Building	(1) dz 0.3MM pen Bldg	16.76
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Building	(2) pk Pre-ink refill red Bldg	6.08
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Building	(2) ea Roll-on ink stamp Bldg	6.37
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Building	(1) pk Post-it note pad Bldg	12.16
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	Building	(1) dz Note pad Bldg	19.20
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	DPW-Engineering	(1) pk Packing tape DPW	13.61
15221	OFFICE DEPOT	5/16/2013	656080498001	General Fund	DPW-Engineering	(1) pk Roller pen DPW	15.65
<b>15221 Total</b>							237.04
15222	OSHMANN PETER	5/16/2013	BP10-00963	General Fund		Refund recycling dep BP10-00963, 197 Atherton Ave.	1,000.00
15222	OSHMANN PETER	5/16/2013	BP11-00024	General Fund		Refund recycling dep BP11-00024, 197 Atherton Ave.	4,489.00
<b>15222 Total</b>							5,489.00
15223	PG & E	5/16/2013	56788311910/413	General Fund	Administration	91 Ashfield/Town Hall 3/26/13 - 4/24/13	295.62
15223	PG & E	5/16/2013	56788311910/413	General Fund	Planning	Station Lane Planning 4/1/13 - 4/30/13	10.40
15223	PG & E	5/16/2013	56788311910/413	General Fund	Building	Station Lane Bldg 4/1/13 - 4/30/13	62.42
15223	PG & E	5/16/2013	56788311910/413	General Fund	DPW-Engineering	Station Lane DPW 4/1/13 - 4/30/13	31.22
15223	PG & E	5/16/2013	56788311910/413	General Fund	DPW-Street Maint.	Signal Middlefield/Oak Grove 3/27/13 - 4/25/13	37.59

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15223	PG & E	5/16/2013	56788311910/413	General Fund	DPW-Street Maint.	Signal E/S Middlefield 3/27/13 - 4/25/13	56.93
15223	PG & E	5/16/2013	56788311910/413	General Fund	DPW-Street Maint.	Signal Marsh/Middlefield 3/27/13 - 4/25/13	9.86
15223	PG & E	5/16/2013	56788311910/413	General Fund	DPW-Street Maint.	Street lights 4/2/13 - 5/1/13	4,124.48
15223	PG & E	5/16/2013	86713555828/413	General Fund	DPW-Street Maint.	Signal Middlefield/Encinal 3/27/13 - 4/25/13	39.89
15223	PG & E	5/16/2013	56788311910/413	General Fund	DPW-Park Maint.	Pump-150 Watkins 4/1/13 - 4/30/13	295.01
15223	PG & E	5/16/2013	56788311910/413	General Fund	DPW-Park Program	Activity Bldg -150 Watkins 4/1/13 - 4/30/13	144.90
15223	PG & E	5/16/2013	56788311910/413	General Fund	DPW-Park Program	Modular Bldg -150 Watkins 4/1/13 - 4/30/13	260.23
<b>15223 Total</b>							5,368.55
15224	REDWOOD GENERAL TIRE CO. INC	5/16/2013	567038	General Fund	DPW-Street Maint.	Replace new tire John Deere	435.80
<b>15224 Total</b>							435.80
15225	RENNE SLOAN HOLTZMAN SAKAI LLP	5/16/2013	22902	General Fund	Administration	2013 Police Officers Assoc Negotiation	82.00
<b>15225 Total</b>							82.00
15226	RUSH HOUR, INC.	5/16/2013	9239	General Fund	Police	Meals for 2nd Annual Dispatcher meeting 5/9/13	275.23
<b>15226 Total</b>							275.23
15227	SMITH RAY	5/16/2013	353	General Fund		Refund park dep Inv#353, 5/11/13	1,000.00
15227	SMITH RAY	5/16/2013	353	General Fund		Extra hour used Inv#353, 5/11/13	(100.00)
<b>15227 Total</b>							900.00
15228	SPEEDO CHECK	5/16/2013	1138	General Fund	Police	Labor to check speedometer accuracy PD	330.00
<b>15228 Total</b>							330.00
15229	SPENCE SUZANNE	5/16/2013	360	General Fund		Refund park dep event canceled 6/2/13	250.00
<b>15229 Total</b>							250.00
15230	VINYL GRAPHICS	5/16/2013	C INV 033966	General Fund	Police	(10) 5" Motorcycle stars - vehicle decals PD	56.04
15230	VINYL GRAPHICS	5/16/2013	C INV 033967	General Fund	Police	(12) 15.5" Vehicle stars - vehicle decals PD	218.76
15230	VINYL GRAPHICS	5/16/2013	C INV 033989	General Fund	Police	(64) 3" Black non-ref - vehical decals PD	62.08
15230	VINYL GRAPHICS	5/16/2013	C INV 033989	General Fund	Police	(32) 2" White ref - vehical decals PD	32.96
15230	VINYL GRAPHICS	5/16/2013	C INV 033989	General Fund	Police	(16) 3x5" Straight US flags - vehical decals PD	35.20
<b>15230 Total</b>							405.04
15231	WILKINSON WELL AND PUMP	5/16/2013	7722	General Fund	DPW-Park Maint.	Emergency pump repair service HP Park	1,539.35
<b>15231 Total</b>							1,539.35
15232	ZOOM IMAGING SOLUTIONS, INC.	5/16/2013	231883L	General Fund	Administration	Delivery & installation fee Toshiba copy machine Admin	400.50
<b>15232 Total</b>							400.50
15233	AT&T CALNET 2	5/23/2013	000004344185	General Fund	Police	1804 Dispatch fax PD 4/10/13 - 5/9/13	16.00
15233	AT&T CALNET 2	5/23/2013	000004342020	General Fund	Police	9297 Dinkelspiel alarm line PD 4/10/13 - 5/9/13	15.91
15233	AT&T CALNET 2	5/23/2013	000004342653	General Fund	Police	6131 Emergency line PD 4/10/13 - 5/9/13	105.07
15233	AT&T CALNET 2	5/23/2013	000004342654	General Fund	Police	6452 Voice print-911 PD 4/10/13 - 5/9/13	15.91
15233	AT&T CALNET 2	5/23/2013	000004342655	General Fund	Police	7653 Fax request service PD 4/10/13 - 5/9/13	14.65
15233	AT&T CALNET 2	5/23/2013	000004342656	General Fund	Police	2801 Trailer PD 4/10/13 - 5/9/13	155.55
15233	AT&T CALNET 2	5/23/2013	000004342657	General Fund	Police	3220 Fax Admin PD 4/10/13 - 5/9/13	15.91
15233	AT&T CALNET 2	5/23/2013	000004342658	General Fund	Police	9743 Direct connect fax line PD 4/10/13 - 5/9/13	16.10

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
15233	AT&T CALNET 2	5/23/2013	000004342659	General Fund	Police	6500 Main line PD 4/10/13 - 5/9/13	460.95
<b>15233 Total</b>							816.05
15234	BARRON III ROBERT	5/23/2013	May 2013	General Fund	Finance	Mileage SAMFOG meeting 4/26/13	24.32
15234	BARRON III ROBERT	5/23/2013	May 2013	General Fund	Finance	(4) Tab dividers	39.20
<b>15234 Total</b>							63.52
15235	BEACOM BOB	5/23/2013	331	General Fund		Refund park dep Inv#331, 5/14-16, 2013	250.00
<b>15235 Total</b>							250.00
15236	COMCAST	5/23/2013	0122498/0513	General Fund	non-dept	High speed internet 5/21/13 - 6/20/13	219.90
<b>15236 Total</b>							219.90
15237	DELTA DENTAL OF CALIFORNIA	5/23/2013	BE000550298	General Fund		Teamster Dental ins PR#501-04-2013 for May 2013	4,320.00
15237	DELTA DENTAL OF CALIFORNIA	5/23/2013	BE000550298	General Fund	Administration	Dental insurance adj Admin May 2013	(254.43)
15237	DELTA DENTAL OF CALIFORNIA	5/23/2013	BE000550298	General Fund	Finance	Dental insurance adj Fin May 2013	(23.05)
15237	DELTA DENTAL OF CALIFORNIA	5/23/2013	BE000550298	General Fund	Building	Dental insurance adj Bldg May 2013	(41.12)
15237	DELTA DENTAL OF CALIFORNIA	5/23/2013	BE000550298	General Fund	Police	Dental insurance adj PD May 2013	86.83
15237	DELTA DENTAL OF CALIFORNIA	5/23/2013	BE000550298	General Fund	DPW-Engineering	Dental insurance adj DPW May 2013	37.72
<b>15237 Total</b>							4,125.95
15238	DUNBAR ARMORED INC	5/23/2013	3233713	General Fund	Finance	Armored car service fee May 2013	107.14
15238	DUNBAR ARMORED INC	5/23/2013	3233713	General Fund	Finance	Armored car fuel surcharge fee May 2013	16.77
<b>15238 Total</b>							123.91
15239	FLOOR EFFECTS	5/23/2013	11418	General Fund	Police	To supply & install carpet tiles to garage PD	700.00
<b>15239 Total</b>							700.00
15240	FRANCHISE TAX BOARD	5/23/2013	502-05-2013	General Fund		PR Batch 502 5 2013 FTB-Earning withholding order	344.00
<b>15240 Total</b>							344.00
15241	HALL SHERMAN	5/23/2013	May 16, 2013	General Fund	Police	Mileage Driving Force Option Simulator Combo trng S. Hall 5/16/1	42.94
15241	HALL SHERMAN	5/23/2013	May 16, 2013	General Fund	Police	Lunch Driving Force Option Simulator Combo trng S. Hall 5/16/13	17.27
<b>15241 Total</b>							60.21
15242	HASELBACH KRYSTAL	5/23/2013	May 5, 2013	General Fund	Police	Tactical Handgun course fee K. Haselbach 5/5/13	175.00
15242	HASELBACH KRYSTAL	5/23/2013	May 5, 2013	General Fund	Police	Ammunition for Tactical Handgun course K. Haselbach 5/5/13	418.44
<b>15242 Total</b>							593.44
15243	LUCILE PACKARD CHILDREN'S HOSPITAL	5/23/2013	363	General Fund		Refund park dep Inv# 363, 5/17/13	250.00
<b>15243 Total</b>							250.00

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
15244	MILNE DESIGN BUILD INC.	5/23/2013	BP13-00238	General Fund		Refund recycling dep BP13-00238, 11 Brittany Meadows	4,620.00
<b>15244 Total</b>							4,620.00
15245	MUNISERVICES LLC	5/23/2013	MuirfieldHard	General Fund		Bus Lic. Muirfield Hardwood Floors	51.00
<b>15245 Total</b>							51.00
15246	PITNEY BOWES INC	5/23/2013	583373	General Fund	non-dept	Postage meter rental 6/16/13 - 9/15/13	165.00
15246	PITNEY BOWES INC	5/23/2013	799062	General Fund	non-dept	(2) bx Adhesive roll tape postage meter supplies	152.72
<b>15246 Total</b>							317.72
15247	RECALL SECURE DESTRUCTION SERV	5/23/2013	2303057259	General Fund	Police	Shred document service PD 3/22/13	41.45
15247	RECALL SECURE DESTRUCTION SERV	5/23/2013	2303057259	General Fund	Police	Shred document service PD 4/5/13	41.45
15247	RECALL SECURE DESTRUCTION SERV	5/23/2013	2303057259	General Fund	Police	Shred document service PD 4/19/13	41.45
<b>15247 Total</b>							124.35
15248	ROYAL SCOTTISH DANCE SOCIETY	5/23/2013	Dance FY2013	General Fund		Refund park dep for dance class FY2013	250.00
<b>15248 Total</b>							250.00
15249	SAN MATEO CNTY CONTROLLERS OFFICE	5/23/2013	Apr 2013	General Fund		Allocation of parking penalties Apr 2013	686.80
<b>15249 Total</b>							686.80
15250	SAN MATEO CNTY FORENSIC LAB	5/23/2013	CL03596	General Fund	Police	(7) hrs Phlebotomy service/RCFL cost allocation	825.43
<b>15250 Total</b>							825.43
15251	SAN MATEO CNTY INFO SERV DEPT	5/23/2013	1YAT11304	General Fund	Police	Microwave micro channel Apr 2013	152.00
15251	SAN MATEO CNTY INFO SERV DEPT	5/23/2013	1YAT11304	General Fund	Police	MessageSwitch lines Apr 2013	1,154.08
<b>15251 Total</b>							1,306.08
15252	SAN MATEO CNTY SHERIFF'S OFFIC	5/23/2013	9497	General Fund	Building	Live scan service B. Hale April 2013	18.00
15252	SAN MATEO CNTY SHERIFF'S OFFIC	5/23/2013	9497	General Fund	DPW-Engineering	Live scan service G. Siebert April 2013	18.00
<b>15252 Total</b>							36.00
15253	SAN MATEO REGIONAL NETWORK INC	5/23/2013	20657	General Fund	Police	Network monthly access fee T-1 service May 2013	385.00
<b>15253 Total</b>							385.00
15254	SHARP ELECTRONICS CORPORATION	5/23/2013	C781306-54	General Fund	Police	Sharp MXM283N copier usage PD	4.41
<b>15254 Total</b>							4.41
15255	TELECOMMUNICATIONS ENGINEERING	5/23/2013	42439	General Fund	Police	Facilities mgmt & maint for public safety comm center	934.00

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
15255	TELECOMMUNICATIONS ENGINEERING	5/23/2013	42439	General Fund	Police	Facilities mgmt & maint for public safety comm center	292.00
<b>15255 Total</b>							1,226.00
15256	TFS LEASING A PROGRAM OF DE LAGE	5/23/2013	18036541	General Fund	Administration	Lease Toshiba ES5540C copier Admin 5/1/13 - 5/31/13	324.42
<b>15256 Total</b>							324.42
15257	TOLIBAS CONSTRUCTION MICHAEL V	5/23/2013	BP13-00186	General Fund		Refund recycling dep BP13-00186, 72 Maple Ave	1,000.00
<b>15257 Total</b>							1,000.00
15258	AFLAC	5/23/2013	501-12-2012	General Fund		PR Batch 501 12 2012 Flex Participation Fee - EE	75.00
<b>15258 Total</b>							75.00
15259	WEST COAST ARBORISTS, INC.	5/23/2013	87849	General Fund	DPW-Street Maint.	Tree pruning at 396/320 Middlefield Rd April 2013	1,296.00
15259	WEST COAST ARBORISTS, INC.	5/23/2013	87849	General Fund	DPW-Street Maint.	Tree pruning at HP Park April 2013	1,728.00
15259	WEST COAST ARBORISTS, INC.	5/23/2013	87849	General Fund	DPW-Street Maint.	Tree removal at 78 Dinkelspiel/Station Ln April 2013	3,132.00
15259	WEST COAST ARBORISTS, INC.	5/23/2013	87849	General Fund	DPW-Street Maint.	Tree removal at 59 Lupin Ln April 2013	324.00
15259	WEST COAST ARBORISTS, INC.	5/23/2013	87849	General Fund	DPW-Street Maint.	Tree removal at 91 Ashfield Rd April 2013	1,836.00
15259	WEST COAST ARBORISTS, INC.	5/23/2013	87849	General Fund	DPW-Street Maint.	Tree removal at 167 Stockbridge Ave April 2013	1,134.00
15259	WEST COAST ARBORISTS, INC.	5/23/2013	87849	General Fund	DPW-Street Maint.	Tree pruning at 190/320 Middlefield Rd April 2013	1,377.00
<b>15259 Total</b>							10,827.00
15260	AT&T CALNET 2	5/30/2013	000004370593	General Fund	Police	1053 Teleminder loop line PD 4/20/13 - 5/19/13	84.80
15260	AT&T CALNET 2	5/30/2013	000004370595	General Fund	Police	8343 83 Ashfield/KCEA radio PD 4/20/13 - 5/19/13	57.34
15260	AT&T CALNET 2	5/30/2013	000004370596	General Fund	Police	5840 83 Ashfield/Industrial PD 4/20/13 - 5/19/13	267.73
15260	AT&T CALNET 2	5/30/2013	000004370597	General Fund	Police	7360 Circuit data line PD 4/20/13 - 5/19/13	362.36
15260	AT&T CALNET 2	5/30/2013	000004370598	General Fund	Police	6689 MP fire to PD voter 4/20/13 - 5/19/13	66.80
15260	AT&T CALNET 2	5/30/2013	000004370599	General Fund	Police	6690 MP police to PD voter 4/20/13 - 5/19/13	66.80
15260	AT&T CALNET 2	5/30/2013	000004370600	General Fund	Police	6691 Cal water/Bear gulch voter PD 4/20/13 - 5/19/13	77.18
15260	AT&T CALNET 2	5/30/2013	000004370594	General Fund	Police	1953 Circuit# PD to 590 Hamilton 4/20/13 - 5/19/13	97.76
<b>15260 Total</b>							1,080.77
15261	CDW GOVERNMENT	5/30/2013	CK22584	General Fund	Administration	(2) ACRO 11 - Acrobat XI Professional Admin	568.56
15261	CDW GOVERNMENT	5/30/2013	CK22584	General Fund	Finance	(1) ACRO 11 - Acrobat XI Professional Fin	284.28
<b>15261 Total</b>							852.84
15262	COMPUTER TECHNICIANS, INC	5/30/2013	33701	General Fund	Police	Repair service laser printer Dispatch	105.00
<b>15262 Total</b>							105.00
15263	CONNERS WILLIAM B.	5/30/2013	May 2013	General Fund	City Attorney	City Attorney Retainer May 2013	12,800.00
<b>15263 Total</b>							12,800.00
15264	CUISINOT BETSY	5/30/2013	348	General Fund		Refund park dep Inv#348, 5/22/13	250.00
<b>15264 Total</b>							250.00
15265	CUTWATER INVESTOR SERVICES CORP.	5/30/2013	17592A	General Fund	Finance	Investment advisory service April 2013	1,000.00
<b>15265 Total</b>							1,000.00

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Lunch Firearms Instructor training B. Lane 5/13/13	11.72
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Lunch Firearms Instructor training B. Lane 5/14/13	12.29
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Lunch Firearms Instructor training B. Lane 5/15/13	10.84
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Lunch Firearms Instructor training B. Lane 5/16/13	9.57
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Lunch Firearms Instructor training B. Lane 5/17/13	14.12
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Lunch Firearms Instructor training B. Lane 5/20/13	19.57
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Lunch Firearms Instructor training B. Lane 5/21/13	21.26
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Lunch Firearms Instructor training B. Lane 5/22/13	11.74
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Lunch Firearms Instructor training B. Lane 5/23/13	14.12
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Lunch Firearms Instructor training B. Lane 5/24/13	7.58
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Fuel Firearms Instructor training B. Lane 5/14/13	52.36
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Fuel Firearms Instructor training B. Lane 5/20/13	64.68
15266	LANE BILL	5/30/2013	May13-24, 2013	General Fund	Police	Fuel Firearms Instructor training B. Lane 5/23/13	67.40
<b>15266 Total</b>							317.25
15267	MARKS TIM	5/30/2013	May 16, 2013	General Fund	Police	Mileage Driving Force Option Simulator Combo T. Mark 5/16/13	31.64
15267	MARKS TIM	5/30/2013	May 16, 2013	General Fund	Police	Lunch Driving Force Option Simulator Combo T. Mark 5/16/13	17.05
<b>15267 Total</b>							48.69
15268	NICOLAY CONSULTING & ACTUARIES	5/30/2013	447-2013-05	General Fund	Finance	Consulting service retiree medical plan actuarial Mar-Apr13	7,950.00
<b>15268 Total</b>							7,950.00
15269	PERSSON DENISE	5/30/2013	354	General Fund		Refund park dep Inv#354, 5/25/13	225.00
<b>15269 Total</b>							225.00
15270	PLUTYNSKI MARK A.	5/30/2013	013-May 2013	General Fund	City Council	Videotaping Finance Committee meetings 5/9/13	350.00
15270	PLUTYNSKI MARK A.	5/30/2013	013-May 2013	General Fund	City Council	Videotaping CCAC meetings 5/13/13	350.00
15270	PLUTYNSKI MARK A.	5/30/2013	013-May 2013	General Fund	City Council	Videotaping Council meetings 5/15/13	350.00
15270	PLUTYNSKI MARK A.	5/30/2013	013-May 2013	General Fund	City Council	Videotaping Planning meetings 5/22/13	350.00
<b>15270 Total</b>							1,400.00
15271	SACRED HEART SCHOOLS	5/30/2013	ENV12-00002	General Fund		Refund Environmental Review Dep ENV12-00002, 150 Valparaiso	26,363.00
<b>15271 Total</b>							26,363.00
15272	SNIDER STEVE	5/30/2013	May23-24, 2013	General Fund	Police	Motor training fee C. Vigil 5/23/13 - 5/24/13	1,200.00
<b>15272 Total</b>							1,200.00
15273	THE VIA FOUNDATION	5/30/2013	380	General Fund	Police	(2) Physio control LIFEPAK (LP) 1000 pads PD	101.56
15273	THE VIA FOUNDATION	5/30/2013	381	General Fund	Police	(1) Physio control LIFEPAK (LP) 1000 battery PD	342.56
<b>15273 Total</b>							444.12
15274	WITMER-TYSON IMPORTS INC	5/30/2013	T9752	General Fund	Police	K-9 Maintenance training April 2013	500.00
15274	WITMER-TYSON IMPORTS INC	5/30/2013	T9752	General Fund	Police	(2) Dog food April 2013	119.90
15274	WITMER-TYSON IMPORTS INC	5/30/2013	T9752	General Fund	Police	(9) Dog boarding Rex 3/29/13 - 4/6/13	180.00
15274	WITMER-TYSON IMPORTS INC	5/30/2013	T9752	General Fund	Police	(7) Dog walking service Rex	35.00
15274	WITMER-TYSON IMPORTS INC	5/30/2013	T9752	General Fund	Police	Dog bath by groomer Rex	45.00

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of May 2013							
Check#	Vendor Name	Check Date	Invoice#	Fund	Dept	Description	Amount
15274	WITMER-TYSON IMPORTS INC	5/30/2013	T9752	General Fund	Police	(3) Dog food April 2013	179.85
15274	WITMER-TYSON IMPORTS INC	5/30/2013	T9752	General Fund	Police	Dog bath by handler Karli	10.00
15274	WITMER-TYSON IMPORTS INC	5/30/2013	T9752	General Fund	Police	(1) Working leash 6' -chrome snap	43.60
<b>15274 Total</b>							1,113.35
<b>Grand Total</b>							475,588.55



## Town of Atherton

### **CITY COUNCIL STAFF REPORT – CONSENT AGENDA**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, COMMUNITY SERVICES DIRECTOR  
STEVE TYLER, PUBLIC WORKS SUPERINTENDENT**

**DATE: JUNE 19, 2013**

**SUBJECT: APPROVE A ONE-YEAR EXTENSION WITH MCE  
CORPORATION FOR THE CONTINUATION OF PUBLIC  
WORKS MAINTENANCE AND MAINTENANCE MANAGEMENT  
SERVICES FOR A NOT-TO-EXCEED AMOUNT OF \$474,088.07**

#### **RECOMMENDATION**

Approve a one-year extension with MCE Corporation for the continuation of public works maintenance and maintenance management services for a not-to-exceed amount of \$474,088.07.

#### **INTRODUCTION**

In July 2011, after a competitive procurement process, the City Council selected MCE Corporation to provide public works maintenance and management services for the Town of Atherton. These services included complete maintenance and operations of the Town's streets, park facilities, drainage, Town facilities, library, tennis, and special event support previously performed by Town of Atherton staff. The Agreement had an initial term of September 16, 2011 through June 30, 2012 with the ability to extend the Agreement for two (2) additional one (1) year periods. An extension at this time would be the final extension authorized under the Agreement.

#### **ANALYSIS**

The MCE work plan is continuously directed, monitored, and managed by Town of Atherton staff. The initial Agreement for the service period of September 14, 2011 through June 30, 2012

was for a not-to-exceed amount of \$472,717.57. This year, the estimate for these contract services is \$474,088.07.

The following provides a brief summary of public works maintenance and operations costs over the past several years;

In FY 2010-2011, all public works maintenance and operations services were provided by Town staff. The total cost to provide these services across the various areas (general public works, streets, park, program and facilities) was \$1,617,841.

In FY 2011-2012, services were blended and provided by a combination of Town staff and MCE contract staff. Town of Atherton staff provided services for the first 2.5 months of the fiscal year. MCE staff provided services, with the exception of Park events, for the remainder of the fiscal year. A separate vendor handled Park events at the time. The total FY 2011-2012 revised budget, using blended staff was \$1,443,191.

The FY 2012-2013 Budget was the first full year of contract staff services. The cost for services within the budget totaled \$1,055,480. Based upon staff experience managing and directing the contract necessary work, staff and MCE negotiated a refined work program and maintenance and operations budget for FY 2012-2013. The work program and budget included necessary scheduled maintenance activities as well as a budget and scope of work that addressed anticipated operations and maintenance needs for the upcoming fiscal year.

The negotiated budget with MCE for FY 2012-2013 was \$466,207.90. The scope of services included staffing of Park events which was an additional service not included in the initial Agreement.

The Agreement and Scope of Work for FY 2013-2014 contains a slight increase in labor, equipment and materials. Rates for services have not changed. Staff foresees a small increase in the amount of actual labor and materials spent in the Park and Streets categories which is mostly offset by reductions realized in the Library and Facilities categories. The reason for the increase in Street and Parks maintenance is that there are certain work areas that were underfunded in FY 2012-2013 that need to be adjusted. These areas include painting, infrastructure repairs and sign repairs. Staff believes the not-to-exceed contract represents a fair and competitive price for services.

#### Quality of Services

Staff has been pleased with the partnership and collaboration the Town has developed with MCE which has resulted in identifying cost effective ways of delivering services requested by the Town. Town management staff and MCE management continue to meet on a regular basis. The goal is to meet and exceed the levels of service provided by the Town in the past in the most cost effective way. This, coupled with our aggressive streets preventative maintenance program, has the quality and attention given to our streets and Park moving forward in a positive direction.

**FISCAL IMPACT**

Funding for these services is included within the FY 2013-2014 Recommended Budget. The Town has sufficient funds to pay for these services out of the General Fund or revenue/special funds as described below;

<b><u>FUND</u></b>	<b><u>12-13FY</u></b>	<b><u>13-14 FY</u></b>
Streets (053)	\$206,286.26	\$234,659.23
Park (057)	\$138,038.89	\$152,300.93
Town facilities (059)	\$65,074.65	\$37,368.86
Library (213-30)	\$21,508.22	\$14,121.00
Tennis (105-00)	\$5,641.50	\$5,641.50
Event services (058)	<u>\$29,658.38</u>	<u>\$29,996.55</u>
<b>TOTAL</b>	<b>\$466,207.90</b>	<b>\$474,088.07</b>

Prepared By:

Approved:

\_\_\_\_\_  
Michael Kashiwagi, P.E.  
Public Works Director

\_\_\_\_\_  
George Rodericks  
City Manager

Attachments: Amendment #2

**2<sup>nd</sup> AMENDMENT TO THE AGREEMENT FOR PUBLIC WORKS  
MAINTENANCE AND MAINTENANCE MANAGEMENT SERVICES BY AND  
BETWEEN THE TOWN OF ATHERTON AND MCE CORPORATION (ONE  
YEAR EXTENSION OF AGREEMENT)**

This 2nd Amendment to the AGREEMENT FOR PUBLIC WORKS MAINTENANCE AND MAINTENANCE MANAGEMENT SERVICES (“Agreement”) by and between the Town of Atherton ("Town") and MCE Corporation ("Contractor") for public works maintenance and maintenance management services dated September 16, 2011, as amended in June, 2012 to extend it for an additional year is hereby amended to extend the initial Agreement for a second year as provided for in the Agreement.

- A. Town and Contractor are parties to that certain Agreement for public works maintenance and maintenance management services dated September 16, 2011 (Agreement).
- B. Town and Contractor amended the Agreement in June, 2012 to extend it for an additional one-year period until, June 30, 2013.
- C. Town and Contractor desire to extend the Agreement for an additional one year period until June 30, 2014, with a revised increase in compensation.

The Agreement is hereby amended as follows:

- 1. Pursuant to Section 2 of the Agreement allowing for two additional one year extensions, Section 2, TERM OF AGREEMENT, is amended by adding the following sentence: “The second one-year extension is exercised and the term is extended for 12 months, to expire on June 30, 2014.”
- 2. Section 4, COMPENSATION AND METHOD OF PAYMENT, A. is amended by substituting the number and period “Four Hundred Seventy-four Thousand Eighty-eight Dollars and Seven Cents (\$474,088.07) for the period June 30, 2013 through June 30, 2014” in lieu of the 2012-2013 amount of “Four Hundred Thousand Two Hundred Seven Dollars and Ninety Cents (\$466,207.90)” amount of total negotiated compensation.
- 3. The remaining terms and conditions of the Amended Agreement shall remain in full force and effect.

Dated: June \_\_\_\_, 2013

TOWN OF ATHERTON:

CONTRACTOR:

By: \_\_\_\_\_  
George Rodericks, City Manager

\_\_\_\_\_  
President

ATTEST:

Approved as to Form

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Theresa DellaSanta, City Clerk

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William B. Conners, City Attorney

# AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE TOWN OF ATHERTON AND MCE CORPORATION FOR PUBLIC WORKS MAINTENANCE AND MAINTENANCE MANAGEMENT SERVICES

This Agreement for Contractor services (hereinafter "Agreement") is entered into this 16th day of September, 2011, by and between the TOWN OF ATHERTON, a California municipal corporation (hereinafter "Town"), and MCE CORPORATION (hereinafter "Contractor"). Town and Contractor may be collectively referred to herein as the "parties."

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Contractor shall perform the scope of services described in Exhibit "A," attached and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement in order to satisfactorily complete the services requested in the RFP and as submitted in Contractor's proposal dated June 24, 2011.

2. TERM OF AGREEMENT. Subject to the provisions of paragraph 18 (TERMINATION OF AGREEMENT) below, the term of this Agreement shall be from September 16, 2011 through June 30, 2012; however, the Agreement may be extended for two (2) additional one (1) year periods upon mutual written agreement by the parties given at least thirty (30) days prior to expiration of the term of the then current Agreement.

3. ADDITIONAL SERVICES. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside the scope of services set forth in this Agreement and its proposal dated June 24, 2011, unless such additional services are authorized in advance and in writing by the City Council or City Manager. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

#### 4. COMPENSATION AND METHOD OF PAYMENT.

A. Subject to any limitations set forth in this AGREEMENT, TOWN agrees to pay CONTRACTOR a "not to exceed" amount and made a part of this AGREEMENT and with unit prices under their proposed work program dated 7/13/2011 (Exhibit A). The total negotiated compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Seventy-two Thousand Seven Hundred Seventeen Dollars and Fifty-seven Cents (\$472,717.57) for the period September 16, 2011 through June 30, 2012, unless additional compensation is approved in writing by TOWN pursuant to Section 3 above.

B. Each month CONTRACTOR shall furnish to TOWN an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges in the following categories: labor (by sub-category), travel, materials, equipment, supplies, subcontractor contracts and miscellaneous expenses. TOWN shall independently review each invoice submitted by the CONTRACTOR to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection 4.C. below. In the event

TOWN disputes any charges or expenses, the original invoice shall be returned by TOWN to CONTRACTOR for correction and resubmission.

C. Except as to any charges for work performed or expenses incurred by CONTRACTOR that are disputed by TOWN, TOWN will use its best efforts to cause CONTRACTOR to be paid within thirty (30) days from receipt of CONTRACTOR's invoice.

D. Waiver. Payment to CONTRACTOR for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONTRACTOR or any disputes regarding service level agreement between the parties.

E. Work included in compensation. As noted in subparagraph A. above, the amount of compensation provided is for complete Maintenance and Maintenance Management services as outlined in the scope of services in Exhibit "A". There shall be no additional compensation for overtime or premium pay to Contractor's employees, nor for routine inspections, office consultations with Town employees or officials, residents, contractors, or other persons, as long as the consultation is within the scope of services.

5. INSPECTION AND FINAL ACCEPTANCE. Town may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. Town shall reject or finally accept Contractor's work within sixty (60) days after submitted to Town shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. Town's acceptance shall be conclusive with respect to such work except with respect to latent defects, fraud, and other defects that could not have been reasonably discovered through normal review by Town. Acceptance of any of Contractor's work by Town shall not constitute a waiver of any of the provisions of this Agreement pertaining to indemnification and insurance respectively.

6. OWNERSHIP OF DOCUMENTS. All original documents, including but not limited to, maps, models, designs, drawings, studies, surveys, reports, data, notes, computer files, plans, letters, emails, correspondence, work notes, and files and other documents prepared, developed, submitted to, received, or discovered by Contractor in the course of providing the services outlined in the Scope of Services pursuant to this Agreement shall be the sole property of Town and may be used, reused, or otherwise disposed of by Town without permission of Contractor. Upon completion, expiration, or termination of this Agreement, Contractor shall turn over to Town all such original documents.

7. CONTRACTOR'S BOOKS AND RECORDS. Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of services pursuant to this Agreement, including tracking of plans and fees as required by Town. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures, receipt of funds, and disbursements relating to the services to be provided pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the correctness and propriety of the services provided by Contractor pursuant to this Agreement. Any and all such documents shall be maintained for a minimum of three (3) years or such longer period if directed by

Town. No records or documents relating to the services provided by Contractor shall be destroyed or discarded without written approval from Town's City Attorney. Any and all such records, books, and documents shall be made available to Town for inspection, audit, and copying at any time during regular business hours upon written request by Town or its designated representative during the term of this Agreement and for a period of four (4) years after it terminates.

**8. STATUS OF CONTRACTOR.**

A. CONTRACTOR is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of TOWN. CONTRACTOR shall have no authority to bind TOWN in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against TOWN, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by TOWN.

B. The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither TOWN, nor any elected or appointed boards, officers, officials, employees or agents of TOWN, shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees or agents, except as set forth in this AGREEMENT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees or agents are in any manner officials, officers, employees or agents of TOWN.

C. Neither CONTRACTOR, nor any of CONTRACTOR 's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits that may otherwise accrue to TOWN employees. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.

**9. STANDARD OF PERFORMANCE.** Contractor represents and warrants that it has the qualifications, experience, and licenses and certifications necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Contractor shall at all times faithfully, competently, and to the best of its ability, experience and talent, perform all services required under this Agreement. In meeting its obligations under this Agreement, Contractor shall employ generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

**10. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinance, regulations, and rules in effect during the term of this Agreement. Contractor shall maintain any and all licenses, permits, certifications, and authorizations necessary to perform the services set forth in this Agreement.

**11. UNAUTHORIZED ALIENS.** Contractor hereby agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 USCA §§ 1101, et seq., as amended, and in connection therewith shall not employ unauthorized aliens as defined in

that Act. Should Contractor employ such unauthorized persons for the performance of the work or services covered by this Agreement, Contractor shall be considered to have materially violated this contract, and should any liability or sanctions be imposed against Town for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by Town.

**12. CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Contractor shall comply with all requirements of the Political Reform Act as set forth in California Government Code sections 81000, *et seq.*, Government Code section 1090, and other laws relating to conflicts of interest, including Contractor shall not make or participate in a decision made by the Town if it is reasonably foreseeable that the decision may have a material financial effect on Contractor's economic interest, and if required by law, Contractor shall file financial disclosure forms with the City Clerk. Furthermore, Contractor asserts that at no time during the selection and during the performance of this contract, has any member of the Town or the selection Committee or the City Manager had any material financial interest in, or received compensation from, Contractor. If Contractor maintains or acquires a conflicting interest, any contract with the Town (including this Agreement) involving Contractor's conflicting interest may be terminated by the Town or be void.

**13. NONDISCRIMINATION.** Contractor shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition, or marital status in connection with or related to the performance of this Agreement.

**14. CONFIDENTIAL INFORMATION.** All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential unless such information is in the public domain or is maintained by Contractor as a public record on behalf of Town. Contractor shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the City Manager or City Attorney. If Contractor is subpoenaed or served with legal process relating to services conducted pursuant to this Agreement, any such legal document shall be immediately forwarded to the City Attorney, and any information, discovery, disclosure, or other access to the sought information shall not be divulged without prior written permission from the City Attorney or other delegate of the City Attorney. This provision shall survive termination of this Agreement for a period of five (5) years after completion of any and all litigation involving the parties, or five (5) years after termination occurs, whichever comes later.

**15. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor hereby agrees to defend by counsel reasonably satisfactory to 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 Contractor, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of Town or its officers, agents, employees, volunteers or

servants. Town has no liability or responsibility for any accident, loss, or damage to any work performed by Contractor under this Agreement whether prior to its completion and acceptance or otherwise. Contractor's duty to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Contractor under Workers' Compensation, disability, or other employee benefit acts or the terms, applicability, or limitations of any insurance held or provided by Contractor, and shall continue to bind the parties after termination or completion of this Agreement. This provision shall survive termination of this Agreement for a period of five (5) years after completion of any and all litigation involving the parties, or five (5) years after termination occurs, whichever comes later.

**16. INSURANCE.** Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "INSURANCE" and made a part of this Agreement by reference. All insurance policies shall be subject to approval by Town as to form and content, and Town shall be listed as an additional insured where appropriate, and Contractor agrees to provide Town with copies of all required insurance policies. Insurance coverages shall include Commercial General Liability, Automobile/Motor Vehicle Liability, Workers' Compensation, and Professional Liability coverage for licensed professionals where appropriate and legally allowable. Insurance coverages will not be cancelled, limited, or allowed to lapse or expire without thirty (30) days prior written notification to Town.

**16. REPORTING DAMAGES.** If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Town City Manager and City Clerk by telephone at 650-752-0529, and Contractor shall promptly submit to the Town's City Manager and the Town's Authorized Representative, a written report in a form acceptable to the Town with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of all witnesses, (c) name and address of Contractor's insurance company and contact person, and (d) a detailed description of the damage including when and where it occurred and whether any Town personnel or property was involved.

**17. CONTINUITY OF PERSONNEL.** Contractor has identified key personnel in its proposal and may add to this prior to execution of this Agreement to the satisfaction of Town, and Contractor shall make every reasonable effort to maintain the stability, experience, certification level and continuity of such staff assigned to perform the services required under this Agreement. Contractor shall notify Town of any changes in key staff assigned to perform the services required under this Agreement prior to any such performance, and such substitution shall be subject to approval by Town.

**18. TERMINATION OF AGREEMENT.**

A. Town may terminate this Agreement, with or without cause, any time by giving sixty (60) days written notice of termination to Contractor. Contractor shall cease all work in progress on or before the expiration of the sixty (60) days notice and shall continue to provide all services required under this Agreement up to the time of actual termination.

B. If Town determines that Contractor's performance has been grossly unacceptable or is in material violation of this Agreement, then all work shall be ceased, and termination shall occur immediately or at such time as notified by Town. Contractor shall be entitled to compensation only for such time as it continues to provide services under this Agreement in accordance with this provision.

C. Contractor may terminate this Agreement at any time upon ninety (90) days written notice to Town.

D. Upon termination of this Agreement by either Contractor or Town, all property belonging to Town which is in Contractor's possession shall be returned to Town on or before the actual date of termination occurs. Final compensation shall be determined by Town in accordance with paragraph 4 above.

**19. DEFAULT.** In the event that Contractor fails to perform any of its obligations under this Agreement within the time and manner provided or otherwise violates any of the terms of this Agreement, and is therefore in default, in addition to any other remedies provided by law Town may terminate this Agreement immediately upon written notice. In such event Contractor shall be entitled to receive full payment for all services satisfactorily rendered in accordance with paragraph 4 above.

**20. EXCUSABLE DELAY.** Contractor shall not be liable for damages caused by delay in performance or failure to perform due to causes beyond its control. Such causes include, but are not limited to, acts of God, acts of a public enemy, acts of federal, state, or local governments, acts of Town, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

**21. COOPERATION BY TOWN.** Town agrees to work cooperatively with Contractor to facilitate provision of services under this Agreement, including providing suitable work space in a Town building, sharing of public information, data, reports, records, and maps as necessary for Contractor to carry out the services set forth in Exhibit "A", and in every reasonable way facilitate the work to be performed by Contractor. Contractor shall bear any costs of moving in or out, or any costs of relocation as may be required during the term of this Agreement. Contractor shall not make improvements to City property without the prior written approval of City, and any such improvements shall be at the sole cost of Contractor.

**22. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days after deposit in the United States Mail of registered or certified mail sent to the Authorized Representative at the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

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**TOWN OF ATHERTON – Contractor Svcs Agmt MCE Corp.**

To: Town

To: Contractor

City Manager  
91 Ashfield Road  
Atherton, CA 94027

MCE Corporation  
Attn: Stan Smalley  
6515 Trinity Court  
Dublin, CA 94568

**23. AUTHORITY TO EXECUTE.** The person executing this Agreement on behalf of Contractor represents and warrants that he or she has the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

**24. BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**25. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

**26. WAIVER.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

**27. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred by Contractor, nor shall any of the Contractor's duties be delegated, without the written consent of Town. Any attempt to assign or delegate this Agreement without the written consent of Town shall be void and of no force or effect. Consent by Town to one assignment shall not be deemed to be consent to any subsequent assignment.

**28. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an amendment in writing signed by both parties. The parties agree that this requirement for written modifications cannot be waived, and that any attempted waiver shall be void.

**29. ATTORNEY'S FEES, COSTS AND EXPENSES.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to reasonable attorney's fees, costs, and expenses, in addition to any other relief to which it may be entitled.

**30. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described in this Agreement. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called

**TOWN OF ATHERTON – Contractor Svcs Agmt MCE Corp.**

for in one is binding as if called for in all.

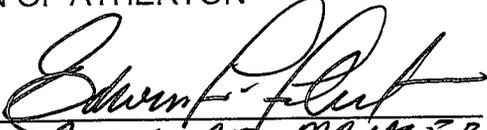
**31. SEVERABILITY.** If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, then such provision or provisions shall be deemed severable from the remaining provisions, and such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement originally.

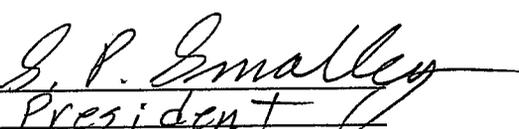
**32. OBLIGATIONS TO THIRD PARTIES.** Town shall not be obligated or liable for payment hereunder to any party, person, or entity other than Contractor.

IN WITNESS WHEREOF, the Town and Contractor do hereby agree to the full performance of the terms set forth herein.

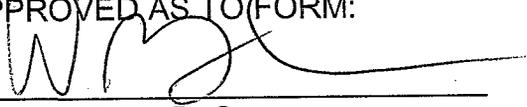
TOWN OF ATHERTON

CONTRACTOR

By:   
Title: Acting City Manager  
Date: 11/30/2011

By:   
Title: President  
Date: 10-19-2011

APPROVED AS TO FORM:

  
By: William B. Conners  
Title: City Attorney

# EXHIBIT A

*Revision #3*  
*7-13-11*

07/13/11  
09:32 AM

11-911 - CITY OF ATHERTON - 99999  
FY 11 - 12 Current Budget Work Program

Page No. 1

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area B01 COUNCIL/LIBRARY</b>											
B1-01	OPENING/CLOSING BUILDING	1.00	SYSTEM	18.000	HR	18.000	HR	1.000	18.00	54.930	988.74
B1-02	MEETING ROOM SETUP	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	59.180	1,420.32
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	54.930	109.86
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	24.000	HR	24.000	HR	1.000	24.00	104.930	2,518.32
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	22.000	HR	22.000	HR	1.000	22.00	154.930	3,408.46
B1-08A	QTRLY. P.M. PACKAGE HVAC	4.00	EA	4.000	TIMES	16.000	EA	1.000	16.00	204.930	3,278.88
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	59.180	295.90
B1-08	WINDOW COVERING MAINT.	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	54.930	54.93
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	79.060	158.12
B1-10	WALL MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	65.950	329.75
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	100.020	1,200.24
B1-12	COMMUNICATIONS MAINT.	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	58.850	235.40
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	65.180	521.44
B1-14	INSTALL FURNITURE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	54.930	54.93
B1-15	FURNITURE MOVING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	45.950	183.80
B1-16	RESTROOM REPAIR	1.00	SYSTEM	7.500	HR	7.500	HR	1.000	7.50	107.240	804.30
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	64.930	659.16
B1-19	FIRE ALARM	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	54.930	274.65
B1-20	PEST CONTROL	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	104.930	524.65
B1-21	JANITORIAL	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	58.650	117.30
B1-23	ELECTRICAL	1.00	SYSTEM	7.000	HR	7.000	HR	1.000	7.00	78.920	552.44
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	79.930	79.93
B1-27	INTERIOR PAINTING	4.00	HR	1.000	HR	4.000	HR	1.000	4.00	90.940	363.78
B1-29	ROOF REPAIR	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	57.570	287.85
B1-29A	ANN. P.M. ROOFS & DRAINS	1.00	MSF	2.000	TIMES	2.000	MSF	1.000	2.00	48.360	92.72
B1-90	GRAFITTI	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	64.930	129.86
Location Subtotals:									200.50		16,645.71

**Area B02 TOWN ADMINISTRATION/PD**

B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	50.850	408.88
B1-06	LIGHTING MAINTENANCE	1.00	SYSTEM	30.000	HR	30.000	HR	1.000	30.00	89.000	2,670.00
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	150.000	HR	150.000	HR	1.000	150.00	78.690	11,503.50
B1-08A	QTRLY. P.M. PACKAGE HVAC	1.00	EA	4.000	TIMES	4.000	EA	1.000	4.00	654.930	2,619.72
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	20.000	HR	20.000	HR	1.000	20.00	67.610	1,352.20
B1-08	WINDOW COVERING MAINT.	1.00	SYSTEM	9.000	HR	9.000	HR	1.000	9.00	54.930	494.37
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	216.750	650.25
B1-10	WALL MAINTENANCE	1.00	SYSTEM	30.000	HR	30.000	HR	1.130	33.90	57.430	1,946.88
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	45.000	HR	45.000	HR	1.000	45.00	77.840	3,502.80
B1-11G	ANN. P.M. WATER HEATER	2.00	EA	1.000	TIMES	2.000	EA	0.500	1.00	54.930	54.93
B1-12	COMMUNICATIONS MAINT.	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	59.390	475.12
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	18.000	HR	18.000	HR	1.000	18.00	59.480	1,070.64
B1-14	INSTALL FURNITURE	1.00	SYSTEM	11.000	HR	11.000	HR	1.000	11.00	62.610	688.71
B1-15	FURNITURE MOVING	1.00	SYSTEM	15.000	HR	15.000	HR	1.000	15.00	45.950	689.25
B1-16	RESTROOM REPAIR	1.00	SYSTEM	22.000	HR	22.000	HR	1.000	22.00	72.230	1,589.06
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	25.000	HR	25.000	HR	1.000	25.00	64.930	1,623.25
B1-19	FIRE ALARM	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	153.440	1,534.40
B1-19A	ANN. P.M. FIRE EQUIPMENT	1.00	SYSTEM	1.000	TIMES	1.000	EA			500.000	500.00
B1-19C	MONTHLY P.M. FIRE EQUIP.	6.00	EA	12.000	TIMES	72.000	EA	0.080	5.76	54.930	316.40
B1-20	PEST CONTROL	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	56.930	455.44
B1-21	JANITORIAL	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	46.920	469.20
B1-23	ELECTRICAL	1.00	SYSTEM	20.000	HR	20.000	HR	1.000	20.00	58.340	1,166.80
B1-23A	ANN. P.M. ELECT. SYSTEM	2.00	PANELS	1.000	TIMES	2.000	PANELS	0.250	0.50	372.000	186.30
B1-24	GENERATOR MAINT.	1.00	SYSTEM	15.000	HR	15.000	HR	1.000	15.00	134.930	2,023.95
B1-24B	ANN. P.M. GENERATORS	1.00	EA	1.000	TIMES	1.000	EA	8.000	8.00	74.930	599.44
B1-25	APPLIANCE MAINT.	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	95.690	765.52
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	5.500	HR	5.500	HR	1.000	5.50	81.280	337.04
B1-27	INTERIOR PAINTING	1.00	SYSTEM	9.000	HR	9.000	HR	1.000	9.00	70.950	638.55
B1-28	EXTERIOR PAINTING	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	70.950	567.60
B1-29	ROOF REPAIR	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	57.540	690.48
B1-29A	ANN. P.M. ROOFS & DRAINS	0.44	MSF	1.000	TIMES	0.440	MSF	4.000	1.76	54.930	96.68
B1-43	STOCKING & STORAGE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	47.140	235.70
Location Subtotals:									529.42		41,921.06

**Area B03 PERMIT OFFICE**

B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	46.930	186.52
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	89.930	449.65

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11-911 - CITY OF ATHERTON - 99999  
FY 11 - 12 Current Budget Work Program

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Activity Code	Activity Name	Inven. Qty	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area B03 PERMIT OFFICE</b>											
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	9.000	HR	9.000	HR	1.000	9.00	210.530	1,894.77
B1-06A	QTRLY. P.M. PACKAGE HVAC	4.00	EA	4.000	TIMES	16.000	EA	1.000	16.00	254.930	4,078.88
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	66.930	334.65
B1-08	GLASS MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	147.280	147.28
B1-10	WALL MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	55.950	335.70
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	58.560	468.48
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	54.930	219.72
B1-14	INSTALL FURNITURE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	56.610	111.22
B1-15	FURNITURE MOVING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	47.450	189.80
B1-16	RESTROOM REPAIR	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	87.100	261.30
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	45.950	229.75
B1-19A	ANN. P.M. FIRE EQUIPMENT	3.00	EA	1.000	TIMES	3.000	EA	0.170	0.51	221.950	113.19
B1-19C	MONTHLY P.M. FIRE EQUIP.	3.00	EA	11.000	TIMES	33.000	EA	0.110	3.63	54.930	199.40
B1-20	PEST CONTROL	2.00	HR	2.000	HR	4.000	HR	1.000	4.00	62.930	251.72
B1-21	JANITORIAL	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	47.450	189.80
B1-23	ELECTRICAL	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	67.170	268.68
B1-26	CEILING MAINT./REPAIR	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	79.930	239.79
B1-27	INTERIOR PAINTING	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	65.950	197.85
B1-29	ROOF REPAIR	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	54.930	219.72
B1-29A	ANN. P.M. ROOFS & DRAINS	1.00	MSF	1.000	TIMES	1.000	MSF	4.000	4.00	54.930	219.72
B1-40	KITCHEN EQUIP. REPAIR	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	64.930	194.79
B1-43	STOCKING & STORAGE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	47.450	142.35
Location Subtotals:									108.14		11,144.73
<b>Area B04 CORP. YARD/TRAILERS</b>											
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	94.930	379.72
B1-06	HVAC MAINTENANCE	2.00	HR	6.000	EA	16.000	HR	1.000	16.00	144.930	2,318.88
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	74.930	374.65
B1-07F	ANN. P.M. ROLLUP DOORS	5.00	EA	1.000	TIMES	5.000	EA	0.400	2.00	54.930	109.86
B1-10	WALL MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	68.270	118.54
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	74.930	224.79
B1-16	RESTROOM REPAIR	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	54.930	164.79
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	64.930	259.72
B1-19A	ANN. P.M. FIRE EQUIPMENT	3.00	EA	1.000	TIMES	3.000	EA	0.250	0.75	104.930	78.70
B1-19C	MONTHLY P.M. FIRE EQUIP.	3.00	EA	12.000	TIMES	36.000	EA	0.250	9.00	54.930	494.37
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	154.930	929.58
B1-24	GENERATOR MAINT.	1.00	EA	6.000	HR	6.000	HR			84.000	504.00
B1-24A	QTRLY. P.M. GENERATORS	1.00	EA	4.000	HR	4.000	1			137.000	548.00
B1-29A	ANN. P.M. ROOFS & DRAINS	1.00	MSF	1.000	TIMES	1.000	MSF	3.000	3.00	54.930	164.79
B1-43	STOCKING & STORAGE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	47.450	94.90
Location Subtotals:									59.75		6,763.28
<b>Area B05A MAIN HOUSE OFFICES</b>											
B1-02	MEETING ROOM SETUP	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	39.643	39.64
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	84.930	169.86
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	64.930	259.72
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	84.930	339.72
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	79.930	239.79
B1-08	WINDOW COVERING MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	54.930	109.86
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	154.930	154.93
B1-10	WALL MAINTENANCE	1.00	SYSTEM	2.500	HR	2.500	HR	1.000	2.50	60.250	150.63
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	79.930	239.79
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	1.500	HR	1.500	HR	1.000	1.50	62.350	93.53
B1-15	FURNITURE MOVING	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	47.450	94.90
B1-16	RESTROOM REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	84.930	169.86
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	68.930	209.79
B1-19A	ANN. P.M. FIRE EQUIPMENT	4.00	EA	1.000	TIMES	4.000	EA			54.930	219.72
B1-20	PEST CONTROL	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	74.930	149.86
B1-21	JANITORIAL	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	47.450	94.90
B1-23	ELECTRICAL	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	64.930	259.72
B1-25	APPLIANCE MAINT.	13.00	HR	0.500	SYSTE	6.500	HR	1.000	6.50	64.930	422.05
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	64.930	259.72
B1-28	EXTERIOR PAINTING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	64.930	259.72
B1-29	ROOF REPAIR	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	54.930	164.79
B1-29A	ANN. P.M. ROOFS & DRAINS	1.00	MSF	1.000	TIMES	1.000	MSF	3.000	3.00	54.930	164.79
B1-43	STOCKING & STORAGE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	45.950	183.80

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FY 11 - 12 Current Budget Work Program

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area B05A MAIN HOUSE OFFICES</b>											
Location Subtotals:									63.50		4,451.09
<b>Area B05B KNOX PRE-SCHOOL COMPOUND</b>											
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	84.930	169.86
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	60.420	362.52
B1-06	HVAC MAINTENANCE	6.00	SYSTEM	2.000	HR	12.000	HR	1.000	12.00	154.930	1,859.16
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	74.930	299.72
B1-08	WINDOW COVERING MAINT.	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	54.930	109.86
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	204.930	204.93
B1-10	WALL MAINTENANCE	1.00	SYSTEM	2.500	HR	2.500	HR	1.000	2.50	60.250	160.63
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	74.930	224.79
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	62.350	187.05
B1-16	FURNITURE MOVING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	47.450	189.80
B1-18	RESTROOM REPAIR	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	74.930	449.58
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	64.930	389.58
B1-19	FIRE ALARM	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	54.930	109.86
B1-19A	ANN. P.M. FIRE EQUIPMENT	5.00	EA	1.000	TIMES	5.000	EA			27.720	138.60
B1-19C	MONTHLY P.M. FIRE EQUIP.	2.00	EA	11.000	TIMES	22.000	EA	0.170	3.74	54.930	205.44
B1-20	PEST CONTROL	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	84.930	169.86
B1-21	JANITORIAL	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	65.950	263.80
B1-23	ELECTRICAL	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	57.420	229.68
B1-29	ROOF REPAIR	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	54.930	109.86
B1-29A	ANN. P.M. ROOFS & DRAINS	1.00	MSF	1.000	TIMES	1.000	MSF	2.000	2.00	54.930	109.86
B1-43	STOCKING & STORAGE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	47.450	142.35
Location Subtotals:									74.24		5,076.79
<b>Area B05C JENNINGS PAVILION</b>											
B1-01	OPENING/CLOSING BUILDING	1.00	SYSTEM	48.000	HR	48.000	HR	1.000	48.00	45.950	2,205.60
B1-02	MEETING ROOM SETUP	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	45.950	551.40
B1-04	FLOOR MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	79.930	399.65
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	60.420	362.52
B1-06	HVAC MAINTENANCE	1.00	SYSTEM	7.500	HR	7.500	HR	1.000	7.50	154.930	1,161.97
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	74.930	299.72
B1-09	GLASS MAINTENANCE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	154.930	309.86
B1-10	WALL MAINTENANCE	1.00	SYSTEM	2.500	HR	2.500	HR	1.000	2.50	74.930	187.32
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	74.930	449.58
B1-13	FURNITURE MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	62.350	187.05
B1-15	FURNITURE MOVING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	47.450	189.80
B1-16	RESTROOM REPAIR	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	74.930	449.58
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	7.500	HR	7.500	HR	1.000	7.50	64.930	488.98
B1-19	FIRE ALARM	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	54.930	164.79
B1-19A	ANN. P.M. FIRE EQUIPMENT	6.00	EA	1.000	TIMES	6.000	EA			27.720	166.32
B1-19C	MONTHLY P.M. FIRE EQUIP.	6.00	EA	11.000	TIMES	66.000	EA	0.250	16.50	59.930	988.85
B1-20	PEST CONTROL	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	84.930	169.86
B1-21	JANITORIAL	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	57.450	114.90
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	64.930	389.58
B1-25	APPLIANCE MAINT.	9.00	HR	1.000	SYSTE	9.000	HR	1.000	9.00	64.930	584.37
B1-27	INTERIOR PAINTING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	74.930	299.72
B1-28	EXTERIOR PAINTING	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	65.950	263.80
B1-29	ROOF REPAIR	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	54.930	164.79
B1-29A	ANN. P.M. ROOFS & DRAINS	1.00	MSF	1.000	TIMES	1.000	MSF	5.000	5.00	54.930	274.65
B1-43	STOCKING & STORAGE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	47.450	189.80
Location Subtotals:									172.00		11,012.46
<b>Area B05D CARRIAGE HOUSEWATER TOWER</b>											
B1-05	LIGHTING MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	74.930	224.79
B1-06	HVAC MAINTENANCE	1.00	HR	3.000	EA	3.000	HR	1.000	3.00	54.930	164.79
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	54.930	164.79
B1-10	WALL MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	74.930	224.79
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	4.000	HR	4.000	HR	1.000	4.00	74.930	299.72
B1-16	RESTROOM REPAIR	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	74.930	224.79
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	17.000	HR	17.000	HR	1.000	17.00	65.930	1,120.81
B1-19	FIRE ALARM	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	54.930	109.86
B1-19A	ANN. P.M. FIRE EQUIPMENT	2.00	EA	1.000	TIMES	2.000	EA	0.250	0.50	74.930	37.47

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FY 11 - 12 Current Budget Work Program

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area B05D CARRIAGE HOUSE/WATER TOWER</b>											
B1-19C	MONTHLY P.M. FIRE EQUIP.	1.00	EA	11.000	TIMES	11.000	EA	0.250	2.75	54.930	151.06
B1-23	ELECTRICAL	1.00	SYSTEM	6.000	HR	5.000	HR	1.000	5.00	104.930	524.85
B1-28	EXTERIOR PAINTING	2.00	HR	1.000	HR	2.000	HR	1.000	2.00	75.950	151.90
B1-29A	ANN. P.M. ROOFS & DRAINS	1.00	MSF	1.000	TIMES	1.000	MSF	2.000	2.00	54.930	109.86
B1-43	STOCKING & STORAGE	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	47.450	94.90
Location Subtotals:									62.25		3,604.18
<b>Area B06E CITY MANAGER'S HOUSE</b>											
B1-06	LIGHTING MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	64.930	194.79
B1-06	HVAC MAINTENANCE	1.00	HR	10.000	EA	10.000	HR	1.000	10.00	54.930	549.30
B1-07	DOOR MAINTENANCE	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	54.930	274.65
B1-10	WALL MAINTENANCE	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	74.930	224.79
B1-11	PLUMBING MAINTENANCE	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	74.930	449.58
B1-17	MISCELLANEOUS MAINT.	1.00	SYSTEM	17.000	HR	17.000	HR	1.000	17.00	65.930	1,120.81
B1-19	FIRE ALARM	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	54.930	109.86
B1-23	ELECTRICAL	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	104.930	524.85
B1-26	APPLIANCE MAINT.	5.00	HR	1.000	SYSTE	5.000	HR	1.000	5.00	79.930	399.65
B1-28	EXTERIOR PAINTING	2.00	HR	1.000	HR	2.000	HR	1.000	2.00	75.950	151.90
B1-29A	ANN. P.M. ROOFS & DRAINS	1.00	MSF	1.000	TIMES	1.000	MSF	4.000	4.00	54.930	219.72
Location Subtotals:									62.00		4,219.70
<b>Area D01 STREETS</b>											
A1-01	SPILL CLEAN-UP	50.00	RD MI	0.458	HR	22.900	HR	1.000	22.90	57.120	1,308.05
A1-02	NON-SPILL CALLOUTS	50.00	RD MI	0.671	HR	33.550	HR	1.000	33.55	71.160	2,387.42
A3-01	TREE/BRUSH CUTTING	50.00	RD MI	3.090	HR	154.500	HR	1.000	154.50	37.100	5,731.95
A4-01	CONTR. TREE TRIMMING	1.00	TREES	28.000	TREES	28.000	TREES			135.000	3,780.00
A4-04	CONTR. TREE REMOVAL	1.00	TREES	2.000	TREES	2.000	TREES			1,500.00	3,000.00
A5-01	INSTALL NEW SIGNS (NW)	1.00	SYSTEM	2.000	SIGNS	2.000	SIGNS	1.000	2.00	67.100	134.20
A5-02	REPAIR SIGNS (NW)	1.00	SYSTEM	2.000	SIGNS	2.000	SIGNS	1.000	2.00	57.610	115.22
A6-80	ILLEGAL SIGNS/HAZARDS	50.00	RD MI	2.000	HR	100.000	HR	1.000	100.00	44.800	4,460.00
A6-83	HAZARDOUS MATERIAL CLEAN	50.00	RD MI	0.040	HR	2.000	HR	1.000	2.00	1,554.33	3,108.66
A6-90	GRAFFITI REMOVAL	1.00	SYSTEM	50.000	HR	50.000	HR	1.000	50.00	75.870	3,783.50
A6-92	SAFETY TRAINING	5.00	PERSON	3.000	HR	15.000	HR	1.000	15.00	27.100	408.50
A7-01	TEMPORARY PATCHING	60.00	RD MI	1.100	HR	56.000	HR	1.000	55.00	79.840	4,380.20
A7-02	HAND SWEEPING	50.00	RD MI	0.259	HR	12.950	HR	1.000	12.95	38.090	487.37
A7-17	HOT PATCH	1.00	SYSTEM	50.000	HR	50.000	HR	1.000	50.00	94.830	4,741.50
A7-19	MECH. SHOULDER GRADING	9.00	RD MI	1,000.0	LF	9,000.00	LF			1.750	15,750.00
A7-21	MECH. SHOULDER REPAIR	9.00	RD MI	200.00	LF	1,800.00	LF	0.050	90.00	90.700	8,163.00
A7-24	MISC. STREET SWEEPING	1.00	SYSTEM	40.000	HR	40.000	HR			65.000	2,600.00
A7-28A	STR SWEEPING ARTER. 2X/MO	17.10	C&G MI	12.000	TIMES	205.200	C&G MI			22.000	4,514.40
A7-29A	STR SWEEPING RESIDENTIAL	110.00	C&G MI	3.253	TIMES	357.830	C&G MI			22.000	7,872.26
A7-41	LITTER PICKUP (STREETS)	15.00	RD MI	30.000	HR	450.000	HR	1.000	450.00	32.580	14,661.00
A7-42	CLEAN/SWEEP PAVED MED.	1.00	SYSTEM	16.000	HR	16.000	HR	1.000	16.00	30.000	480.00
A7-43	TRAFFIC CONTROL	1.00	SYSTEM	27.500	HR	27.500	HR	1.000	27.50	81.280	2,234.65
A7-99	OTHER PAVEMENT REPAIRS	50.00	RD MI	0.250	HR	12.500	HR	1.000	12.50	74.890	938.13
A8-01	SUPERVISION	1.00	SYSTEM	600.000	HR	600.000	HR	1.000	600.00	59.380	35,828.00
A9-08	FENCE/SOUNDWALL MAINT.	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	236.400	2,836.80
D3-01	R&R SIDEWALK	2.00	S/W MI	25.000	SF	50.000	SF			23.000	1,150.00
D3-02	R&R CURB & GUTTER	2.00	C&G MI	10.000	LF	20.000	LF			64.000	1,280.00
D3-03	SAWCUT CONCRETE	2.00	S/W MI	10.000	LF	20.000	LF			6.350	127.00
D3-04	OTHER CONCRETE REPAIR	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	82.010	826.10
D3-09	TEMP. S/W REPAIR	2.00	S/W MI	2.000	HR	4.000	HR	1.000	4.00	96.360	393.44
D3-21	S/W VEGETATION TRIMMING	50.00	RD. MI.	0.500	HR	25.000	HR	1.000	25.00	31.780	794.50
D4-01	INSTALL NEW SIGNS	1.00	SYSTEM	70.000	SIGNS	70.000	SIGNS	1.030	72.10	119.530	8,618.11
D4-02	REPLACE SIGNS	1.00	SYSTEM	75.000	SIGNS	75.000	SIGNS	0.690	61.75	75.370	3,900.40
D4-03	REPAIR SIGNS	1.00	SYSTEM	125.000	SIGNS	125.000	SIGNS	0.970	121.25	125.430	15,208.39
D4-04	RPR/REPL. STR. NAME SIGNS	1.00	SYSTEM	12.000	SIGNS	12.000	SIGNS	1.100	13.20	180.330	2,380.36
D4-05	REPLACE DELINEATORS	1.00	SYSTEM	8.000	EA	8.000	EA	0.600	4.00	227.310	909.24
D4-11	RELOCATE SIGNS	1.00	SYSTEM	15.000	SIGNS	15.000	SIGNS	0.880	13.20	70.510	930.73
D4-21	SIGN VISIBILITY CLEAR. TRIM	1.00	SYSTEM	80.000	HR	80.000	HR	1.000	80.00	35.330	2,826.40
D4-99	OTHER SIGNS	1.00	SYSTEM	25.000	HR	25.000	HR	1.000	25.00	78.870	1,971.75
D5-01	CURB PAINTING	1.00	SYSTEM	500.00	LF	500.000	LF	0.040	20.00	87.860	1,757.20
D5-03	NEW MARKING	1.00	SYSTEM	40.000	HR	40.000	HR	0.990	39.80	100.690	7,551.32
D5-05	REPAIR PAVEMENT MARKERS	1.00	SYSTEM	50.000	EA	50.000	EA	0.600	25.00	72.900	1,822.50
D5-09	OTHER MARKING	1.00	SYSTEM	20.000	HR	20.000	HR	1.000	20.00	587.970	11,359.40
D6	GUARDRAIL REPAIR/PAINT	1.00	SYSTEM	9.000	HR	9.000	HR	1.000	9.00	148.210	1,333.89

Activity Code	Activity Name	Inven. Qty	Inven. Unit	Level of Service	LOS Unit	Annual Qty	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area D01 STREETS</b>											
D6-11	WOODEN BARRICADE REPAIR	1.00	SYSTEM	20.000	HR	20.000	HR	1.000	20.00	90.230	1,804.80
D7-01	CHEMICAL WEED CONTROL	1.00	SYSTEM	20.000	HR	20.000	HR			150.000	3,000.00
D7-02	SPOT SPRAY WEEDS	1.00	SYSTEM	20.000	HR	20.000	HR			60.000	1,200.00
D7-03	MECH. WEED REM. (UNIM)	1.00	SYSTEM	60.000	HR	60.000	HR	0.700	42.00	44.240	1,858.08
D7-05	MANUAL WEED ABATEMENT	1.00	SYSTEM	240.00	HR	240.000	HR	1.000	240.00	32.310	7,754.40
Location Subtotals:									2543.00		214,038.62

Activity Code	Activity Name	Inven. Qty	Inven. Unit	Level of Service	LOS Unit	Annual Qty	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area D11 DRAINAGE</b>											
A1-03	SPILL CLNUP - OPEN CHAN	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	205.680	1,645.44
A3-01	TREE/BRUSH CUTTING	1.00	SYSTEM	45.000	HR	45.000	HR	1.000	45.00	36.470	1,641.15
A3-08	IN-HOUSE PRUNING	1.00	TREES	4.000	TREES	4.000	TREES	1.000	4.00	35.680	142.72
A3-99	OTHER TREE MAINT	1.00	SYSTEM	2.000	HR	2.000	HR	1.000	2.00	71.260	142.52
A4-01	CONTR. TREE TRIMMING	1.00	TREES	20.000	TREES	20.000	TREES			150.000	3,000.00
A4-02	CONTR. TREE SPRAYING	1.00	TREES	10.000	TREES	10.000	TREES			35.000	350.00
A6-80	ILLEGAL SIGNS/HAZARDS	1.00	SYSTEM	20.000	HR	20.000	HR	1.000	20.00	42.280	845.80
A6-90	GRAFFITI REMOVAL	1.00	SYSTEM	22.000	HR	22.000	HR	1.000	22.00	80.600	1,773.20
A6-92	SAFETY TRAINING	5.00	PERSON	20.000	HR	100.000	HR	1.000	100.00	28.000	2,800.00
A6-01	SUPERVISION	1.00	SYSTEM	300.00	HR	300.000	HR	1.000	300.00	58.650	17,595.00
A9-08	FENCE/SOUNDWALL MAINT.	1.00	SYSTEM	5.000	HR	5.000	HR	1.000	5.00	58.460	292.30
D1-01	CATCH BASIN INSP.	400.00	CB	1.000	TIMES	400.000	CB	0.080	32.00	32.080	1,025.92
D1-02	CATCH BASIN CLEANING	400.00	CB	0.200	CB	80.000	CB	0.268	20.64	33.920	700.11
D1-04	DITCH CLEANING	28.40	MLF	100.00	LF	2,640.00	LF	0.050	132.00	53.220	7,025.04
D1-05	OTHER DRAINAGE MAINT.	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	50.480	504.60
D1-06	MECH. DITCH CLEANING	28.40	LF	100.00	LF	2,640.00	LF	0.075	198.00	94.340	18,679.32
D1-16	CULVERT INSP.	1.00	SYSTEM	10.000	EA	10.000	EA	0.150	1.50	35.610	53.27
D1-16	CULVERT CLEANING	1.00	SYSTEM	2.000	EA	2.000	EA	0.600	1.20	130.000	166.00
D1-17	DRAINAGE STRUCT. MAINT.	1.00	EA	5.000	HR	5.000	HR	1.000	5.00	70.900	354.50
D1-19	TV INSPECT STORM DRAIN	528.00	HR	0.005	HR	2.640	HR			224.250	592.02
D1-23	MANHOLE INSPECTION	1.00	SYSTEM	20.000	HR	20.000	HR	0.600	12.00	33.430	401.16
D1-24	MANHOLE CLEANING	1.00	SYSTEM	15.000	HR	15.000	HR	1.000	15.00	60.310	904.65
D1-40	LITTER/DEBRIS P/U DITCHES	5.00	DI MI	8.000	HR	40.000	HR	1.000	40.00	30.440	1,217.60
D1-41	LEAF CLEANUP - DITCHES	5.00	DI MI	10.000	HR	50.000	HR	1.000	50.00	37.580	1,879.00
D1-50	STORM DRAIN LINE CLEANING	10.00	MILES	0.500	HR	5.000	HR			252.950	1,264.75
D1-51	STORM DRAIN LINE REPAIR	10.00	MILES	0.300	HR	3.000	HR	1.000	3.00	868.180	2,604.48
D1-54	ACCESS ROAD REPAIR	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	167.940	2,015.28
D1-62	CHEM. WEED - ACCESS ROADS	1.00	SYSTEM	10.000	AC	10.000	AC	1.000	10.00	71.000	710.00
D1-93	SANDBAG SITES	1.00	SYSTEM	12.000	HR	12.000	HR	1.000	12.00	57.960	695.52
D2-01	STORM PATROL INSP/CLEAN	1.00	SYSTEM	120.000	HR	120.000	HR	1.000	120.00	59.240	7,108.80
D2-02	STORM PAT DEBR REM/CLNUP	1.00	SYSTEM	30.000	HR	30.000	HR	1.000	30.00	56.960	1,709.40
D2-99	MISC. STORM WORK	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	55.330	553.30
Location Subtotals:									1220.34		80,382.65

Activity Code	Activity Name	Inven. Qty	Inven. Unit	Level of Service	LOS Unit	Annual Qty	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area L01 EL CAMINO (SELBY-GLENWOOD)</b>											
A3-01	TREE/BRUSH CUTTING	0.92	SYSTEM	5.000	HR	4.600	HR	1.000	4.60	41.620	191.45
A3-02	TREE STAKING	306.00	TREES	0.060	TREES	18.360	TREES	0.250	4.59	39.880	183.05
A3-03	CRAPE MYRTLE PRUNING	250.00	C.M.	1.000	TREES	250.000	TREES			10.000	2,500.00
A3-04	TREE PLANTING	306.00	TREES	0.001	TREES	0.310	TREES	2.110	0.65	107.610	69.48
A3-06	TREE FERTILIZING	308.00	TREES	2.000	TREES	612.000	TREES	0.015	9.18	85.710	603.22
A3-07	IN-HOUSE TREE REMOVAL	308.00	TREES	0.009	TREES	2.750	TREES	4.580	12.61	35.870	452.44
A3-08	IN-HOUSE PRUNING	308.00	TREES	0.119	TREES	36.410	TREES	0.350	12.74	35.870	457.16
A3-12	TREE SUCKER PRUNING	250.00	TREES	1.000	TREES	250.000	TREES	0.080	20.00	34.210	684.20
A4-02	CONTR. TREE SPRAYING	308.00	TREES	0.160	TREES	49.900	TREES			12.000	560.80
A4-03	CONTR. TREE PRUNING	308.00	TREES	0.330	TREES	100.980	TREES			46.440	4,689.51
A4-04	CONTR. TREE REMOVAL	306.00	TREES	0.022	TREES	6.730	TREES			193.280	1,301.16
A6-01	LITTER PICKUP (SPOT)	1.00	SYSTEM	75.000	HR	75.000	HR	1.000	75.00	36.800	2,760.00
A6-03	LEAF CLEANUP	1.00	SYSTEM	20.000	HR	20.000	HR	1.000	20.00	37.650	763.00
A6-10	PRUNE/TRIM BEDDING PLANTS	0.92	AC BED	55.000	HR	50.600	HR	0.930	47.08	41.820	1,956.55
A6-11	REPLACE BEDDING PLANTS	0.92	AC BED	50.000	SF	46.000	SF	0.050	2.30	63.510	146.07
A6-12	BEDDING REPAIR	2.44	AC BED	1.000	HR	2.440	HR	1.000	2.44	49.610	121.05
A6-13	MANUAL WEED REMOVAL BEDS	2.44	AC BED	1.000	HR	2.440	AC	27.270	66.64	35.870	2,386.75
A6-16	PRUNE SHRUBS	600.00	EA	1.500	TIMES	900.000	EA	0.100	90.00	41.620	3,745.80
A6-17	REPLACE SHRUBS	600.00	EA	0.010	EA	6.000	EA	0.180	0.98	307.630	206.32
A6-30	PROGRAM STATIONS	98.00	STA	6.490	TIMES	623.040	STA	0.015	9.36	42.690	398.98
A6-31	INSPECT IRR. SYSTEM	57.00	STA	18.000	TIMES	1,026.00	STA	0.050	51.30	43.030	2,207.44
A6-32	HEAD REPAIR/REPLACE	684.00	HEADS	0.060	HEADS	41.040	HEADS	0.300	12.31	53.940	664.11
A6-33	VALVE MAINT.	57.00	VALVES	0.040	VALVE	2.280	VALVES	1.100	2.51	142.890	357.87

07/13/11  
09:32 AM

11-911 - CITY OF ATHERTON - 99999  
FY 11 - 12 Current Budget Work Program

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area L01 EL CAMINO (SELBY-GLENWOOD)</b>											
A6-34	BACKFLOW MAINT.	2.00	EA	0.710	EA	1,420	EA	0.220	0.31	365.520	114.19
A6-35	CONTROLLER MAINT.	8.00	EA	0.220	HR	1,760	HR	1.000	1.76	251.690	442.97
A6-36	IRRIGATION LINE REPAIR	2.44	AC	5.800	HR	14,150	HR	1,000	14.15	50.270	711.42
A6-40	PAVER STONE MAINT.	1.00	SYSTEM	16,000	HR	15,000	HR	1,000	15.00	50.760	761.40
A6-60	COMMUNITY EVENTS	1.00	SYSTEM	20,000	HR	20,000	HR	1,000	20.00	69.250	1,365.00
A6-90	GRAFFITI REMOVAL	1.00	SYSTEM	10,000	HR	10,000	HR	1,000	10.00	43.680	436.80
A6-91	FOREMAN WORKTIME	1.00	SYSTEM	8,060	HR	8,060	HR	1,000	8.06	59.180	478.99
A6-92	SAFETY TRAINING	5.00	PERSON	1,500	HR	7,500	HR	1,000	7.50	159.990	1,199.92
A6-99	OTHER BEAUTIFICATION	1.00	SYSTEM	20,000	HR	20,000	HR	1,000	20.00	44.630	892.60
A8-01	SUPERVISION	1.00	SYSTEM	200,000	HR	200,000	HR	1,000	200.00	58.330	11,666.00
D7-02	SPOT SPRAY WEEDS	2.44	SYSTEM	7,000	HR	17,080	HR	1,000	17.08	44.270	766.13
Location Subtotals:									758.00		46,320.81

**Area P01 COUNCIL/LIBRARY GROUNDS**

A3-02	TREE STAKING	8.00	TREES	0.100	TREES	0.800	TREES	0.500	0.40	34.210	19.68
A3-04	TREE PLANTING	59.00	TREES	0.005	TREES	0.290	TREES	1.000	0.29	98.380	29.02
A3-05	TREE FERTILIZING	59.00	TREES	1,000	TREES	59,000	TREES	0.050	2.95	81.120	239.30
A3-07	IN-HOUSE TREE REMOVAL	59.00	TREES	0.020	TREES	1.180	TREES	1,000	1.18	239.200	282.26
A3-08	IN-HOUSE PRUNING	59.00	TREES	0.100	TREES	5,900	TREES	0.721	4.25	36.710	166.16
A3-12	TREE SUCKER PRUNING	59.00	TREES	0.741	TREES	43,720	TREES	0.080	3.50	34.210	119.65
A3-99	OTHER TREE MAINT	1.00	SYSTEM	1,000	HR	1,000	HR	1,000	1.00	35.810	35.81
A4-03	CONTR. TREE PRUNING	59.00	TREES	0.050	TREES	2,950	TREES			475,000	1,401.25
A6-01	LITTER PICKUP (SPOT)	0.47	SYSTEM	15,000	HR	7,050	HR	1,000	7.05	55.870	393.88
A6-03	LEAF CLEANUP	0.43	SYSTEM	9,000	HR	3,870	HR	1,000	3.87	37.370	144.82
A6-10	PRUNE/TRIM BEDDING PLANTS	0.05	AC BED	168.87	HR	8,330	HR	1,000	8.33	40.120	334.34
A6-11	REPLACE BEDDING PLANTS	0.05	AC BED	10,000	SF	0,500	SF	1,000	0.50	60.870	30.43
A6-12	BEDDING REPAIR	0.20	AC BED	13,700	HR	2,740	HR	1,000	2.74	35.670	98.28
A6-13	MANUAL WEED REMOVAL BEDS	0.02	AC BED	20,000	HR	0,400	AC	1,000	0.40	34.210	13.68
A6-16	PRUNE SHRUBS	180.00	EA	1,000	TIMES	180,000	EA	0.235	42.30	41.620	1,760.63
A6-17	REPLACE SHRUBS	180.00	EA	0,100	EA	18,000	EA	0.310	5.58	75.580	421.74
A6-21	MOW TURF	0.29	AC	44,000	TIMES	12,760	AC	1,500	19.14	45,360	868.19
A6-23	AERATE TURF	0.29	AC	1,000	TIMES	0,290	AC	1,000	0.29	242,010	70.18
A6-26	TURF REPAIR	0.29	AC	1,807	HR	0,520	HR	1,000	0.52	60,420	31.66
A6-28	FERTILIZE ONLY TURF	0.29	AC	3,000	TIMES	0,870	AC	1,500	1.30	79,210	103.37
A6-30	PROGRAM STATIONS	18.00	STA	5,980	TIMES	107,640	STA	0.020	2.15	42,690	91.90
A6-31	INSPECT IRR. SYSTEM	18.00	STA	18,000	TIMES	324,000	STA	0.050	16.20	42,690	691.68
A6-32	HEAD REPAIR/REPLACE	116.00	HEADS	0,058	HEADS	6,730	HEADS	0.429	2.89	68,210	196.88
A6-33	VALVE MAINT.	18.00	VALVES	0,032	VALVE	0,680	VALVES	1,000	0.68	50,360	29.01
A6-34	BACKFLOW MAINT.	1.00	EA	0,333	EA	0,330	EA			64,821	21.59
A6-35	CONTROLLER MAINT.	1.00	EA	1,000	HR	1,000	HR	1,000	1.00	142,690	142.69
A6-36	IRRIGATION LINE REPAIR	0.45	AC	9,589	HR	4,120	HR	1,000	4.12	43,360	178.78
A6-37	OTHER IRRIGATION REPAIR	1.00	SYSTEM	4,000	HR	4,000	HR	1,000	4.00	48,830	195.32
A6-90	GRAFFITI REMOVAL	1.00	SYSTEM	4,000	HR	4,000	HR	1,000	4.00	42,610	170.44
A6-91	FOREMAN WORKTIME	1.00	SYSTEM	8,030	HR	8,030	HR	1,000	8.03	59,180	475.22
A6-92	SAFETY TRAINING	5.00	PERSON	3,000	HR	15,000	HR	0,500	7.50	159,990	1,199.92
A6-99	OTHER BEAUTIFICATION	1.00	SYSTEM	5,000	HR	5,000	HR	1,000	5.00	35,870	179.35
A8-01	SUPERVISION	1.00	SYSTEM	200,000	HR	200,000	HR	1,000	200.00	58,330	11,666.00
A9-02	LIGHTING MAINTENANCE	5.00	EA	0,568	HR	2,840	HR	1,000	2.84	95,950	272.50
A9-07	DRINKING FOUNTAIN	1.00	HR	3,000	HR	3,000	HR	1,000	3.00	92,690	278.07
A9-08	FENCE/SOUNDWALL MAINT.	205.00	SYSTEM	0,005	HR	1,020	HR	1,000	1.02	67,700	69.39
D2-01	STORM PATROL INSP/CLEAN	1.00	SYSTEM	3,000	HR	3,000	HR	1,000	3.00	36,270	108.81
D7-02	SPOT SPRAY WEEDS	1.00	SYSTEM	15,000	HR	15,000	HR	1,000	15.00	40,870	613.05
D7-07	SPOT SPRAY TREE WELLS	59.00	EA	0,700	TIMES	41,300	EA	0,150	6.20	41,270	255.67
Location Subtotals:									392.12		23,384.20

**Area P02 TOWN ADMIN/PA GROUNDS**

A3-05	TREE FERTILIZING	15.00	TREES	1,000	TREES	15,000	TREES	0,170	2.55	76,520	195.13
A3-12	TREE SUCKER PRUNING	16.00	TREES	1,000	TREES	15,000	TREES	0,215	3.23	34,210	110.33
A4-03	CONTR. TREE PRUNING	368.00	TREES	0,100	TREES	36,800	TREES			60,000	2,208.00
A6-01	LITTER PICKUP (SPOT)	1.00	SYSTEM	12,000	HR	12,000	HR	1,000	12.00	35,030	432.36
A6-03	LEAF CLEANUP	1.00	SYSTEM	24,000	HR	24,000	HR	1,000	24.00	37,370	895.88
A6-10	PRUNE/TRIM BEDDING PLANTS	0.02	AC BED	100,000	HR	2,000	HR	1,000	2.00	39,120	78.24
A6-11	REPLACE BEDDING PLANTS	0.02	AC BED	500,000	SF	10,000	SF	0,090	0.90	51,450	48.30
A6-12	BEDDING REPAIR	0.02	AC BED	14,000	HR	0,280	HR	1,000	0.28	39,570	11.08
A6-13	MANUAL WEED REMOVAL BEDS	0.02	AC BED	20,000	HR	0,400	AC	1,000	0.40	34,210	13.68
A6-16	PRUNE SHRUBS	30.00	EA	1,500	TIMES	45,000	EA	0,240	10.80	41,620	449.50

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area P02 TOWN ADMIN/PD GROUNDS</b>											
A6-17	REPLACE SHRUBS	30.00	EA	0.085	EA	2,550	EA	0.500	1,27	82.790	105.58
A6-21	MOW TURF	0.02	AC	42.000	TIMES	0.840	AC	5,000	4.20	45.360	190.51
A6-23	AERATE TURF	0.02	AC	1.000	TIMES	0.020	AC	50,000	1.00	39.960	39.96
A6-26	TURF REPAIR	0.02	AC	30.000	HR	0.600	HR	1,000	0.60	74.210	44.53
A6-28	FERTILIZE ONLY TURF	0.02	AC	3.000	TIMES	0.060	AC	30,000	1.80	74.210	133.58
A6-30	PROGRAM STATIONS	12.00	STA	6.620	TIMES	67,440	STA	0.020	1.35	42.690	57.58
A6-31	INSPECT IRR. SYSTEM	5.00	STA	12.000	TIMES	60,000	STA	0.060	3.60	42.690	153.88
A6-32	HEAD REPAIR/REPLACE	26.00	HEADS	2.200	HEADS	57,200	HEADS	0.034	1.94	102.690	199.71
A6-33	VALVE MAINT.	5.00	VALVES	0.667	VALVE	3,330	VALVES	0.250	0.83	150.270	125.29
A6-34	BACKFLOW MAINT.	1.00	EA	0.500	EA	0.500	EA	1,000	0.50	82.690	41.34
A6-35	CONTROLLER MAINT.	1.00	EA	0.670	HR	0.670	HR	1,000	0.67	118.160	79.16
A6-36	IRRIGATION LINE REPAIR	0.47	AC	2.613	HR	1.180	HR	1,000	1.18	80.700	95.32
A6-37	OTHER IRRIGATION REPAIR	1.00	SYSTEM	2.600	HR	2,500	HR	1,000	2.50	42.690	106.72
A6-80	ILLEGAL SIGNS/HAZARDS	1.00	SYSTEM	1.000	HR	1,000	HR	1,000	1.00	34.210	34.21
A6-90	GRAFFITI REMOVAL	1.00	SYSTEM	2.000	HR	2,000	HR	1,000	2.00	34.610	69.22
A6-91	FOREMAN WORKTIME	1.00	SYSTEM	8.060	HR	8,060	HR	1,000	8.06	59.180	476.99
A6-92	SAFETY TRAINING	7.03	PERSON	1.000	HR	7,030	HR	1,000	7.03	159.990	1,124.73
A6-99	OTHER BEAUTIFICATION	1.00	SYSTEM	4.000	HR	4,000	HR	1,000	4.00	39.200	156.80
A8-01	SUPERVISION	1.00	SYSTEM	200.000	HR	200,000	HR	1,000	200.00	58.330	11,668.00
A9-02	LIGHTING MAINTENANCE	1.00	EA	0.600	HR	0.600	HR	1,000	0.60	128.160	78.91
A9-07	DRINKING FOUNTAIN	1.00	HR	3.000	HR	3,000	HR	1,000	3.00	107.690	323.07
A9-08	FENCE/SOUNDWALL MAINT.	232.00	SYSTEM	0.010	HR	2,320	HR	1,390	3.22	81.710	199.00
A9-19	MISCELLANEOUS WORK	1.00	SYSTEM	4.000	HR	4,000	HR	1,000	4.00	66.750	267.00
D1-05	OTHER DRAINAGE MAINT.	1.00	SYSTEM	2.500	HR	2,500	HR	1,000	2.50	32.678	81.70
D2-01	STORM PATROL INSP/CLEAN	1.00	SYSTEM	3.000	HR	3,000	HR	1,000	3.00	35.870	107.61
D4-01	INSTALL NEW SIGNS	1.00	SIGNS	1.000	SIGNS	1,000	SIGNS	2,000	2.00	81.090	162.18
D4-02	REPLACE SIGNS	1.00	SIGNS	1.000	SIGNS	1,000	SIGNS	2,000	2.00	70.310	140.62
D4-19	PARK SIGN MAINT.	1.00	SIGNS	2.000	HR	2,000	HR	1,000	2.00	52.700	105.40
D7-02	SPOT SPRAY WEEDS	1.00	SYSTEM	5.000	HR	5,000	HR	1,000	5.00	45.870	229.35
D7-07	SPOT SPRAY TREE WELLS	15.00	EA	2.000	TIMES	30,000	EA	0.070	2.10	46.870	98.33
Location Subtotals:									329.11		21,131.58

<b>Area P03 PERMIT OFFICE GROUNDS</b>											
A3-02	TREE STAKING	48.00	TREES	0.095	TREES	4,370	TREES	0.390	1.70	49.610	84.56
A3-04	TREE PLANTING	46.00	TREES	0.025	TREES	1,150	TREES	1,300	1.50	59.610	89.12
A3-07	IN-HOUSE TREE REMOVAL	48.00	TREES	0.016	TREES	0,740	TREES	1,300	0.98	37.110	35.51
A3-08	IN-HOUSE PRUNING	46.00	TREES	0.016	TREES	0,740	TREES	1,130	0.83	37.110	30.86
A3-12	TREE SUCKER PRUNING	48.00	TREES	0.520	TREES	23,920	TREES	0.090	2.15	34.610	74.61
A3-99	OTHER TREE MAINT	1.00	SYSTEM	1.000	HR	1,000	HR	1,000	1.00	39.200	39.20
A6-01	LITTER PICKUP (SPOT)	1.00	SYSTEM	12.000	HR	12,000	HR	1,000	12.00	35.610	427.32
A6-03	LEAF CLEANUP	1.00	SYSTEM	5.000	HR	5,000	HR	1,000	5.00	37.370	188.85
A6-10	PRUNE/TRIM BEDDING PLANTS	0.01	AC BED	370.58	HR	3,710	HR	1,000	3.71	41.620	154.24
A6-11	REPLACE BEDDING PLANTS	0.01	AC BED	1,600.0	SF	16,000	SF	0.010	0.16	83.400	13.34
A6-12	BEDDING REPAIR	0.12	AC BED	23,529	HR	2,820	HR	1,000	2.82	34.210	96.59
A6-13	MANUAL WEED REMOVAL BEDS	0.12	AC BED	12.000	HR	1,440	AC	5,000	7.20	34.610	249.19
A6-16	PRUNE SHRUBS	52.00	EA	1.000	TIMES	52,000	EA	0.133	6.92	41.620	287.84
A6-17	REPLACE SHRUBS	52.00	EA	0.030	EA	1,560	EA	0.432	0.67	49.560	33.39
A6-34	BACKFLOW MAINT.	1.00	EA	1.500	EA	1,500	EA	1,330	2.00	66.650	132.97
A6-35	CONTROLLER MAINT.	1.00	EA	0.500	HR	0,500	HR	1,000	0.50	117.890	58.84
A6-36	IRRIGATION LINE REPAIR	0.29	AC	10.000	HR	2,900	HR	1,000	2.90	47.520	137.81
A6-99	OTHER BEAUTIFICATION	1.00	SYSTEM	4.000	HR	4,000	HR	1,000	4.00	39.200	156.80
Location Subtotals:									56.02		2,288.83

<b>Area P04 CITY MANAGER HOUSE GROUNDS</b>											
A3-02	TREE STAKING	10.00	TREES	0.085	TREES	0,850	TREES	0.390	0.37	39.210	14.53
A3-08	IN-HOUSE PRUNING	10.00	TREES	0.500	TREES	5,000	TREES	1,130	5.65	35.870	202.67
A6-01	LITTER PICKUP (SPOT)	1.00	SYSTEM	50.000	HR	50,000	HR	1,000	50.00	34.710	1,735.50
A6-10	PRUNE/TRIM BEDDING PLANTS	0.03	AC BED	200.00	HR	6,000	HR	1,000	6.00	34.210	205.26
A6-11	REPLACE BEDDING PLANTS	0.03	AC BED	1,600.0	SF	48,000	SF	0.010	0.48	54.210	26.02
A6-13	MANUAL WEED REMOVAL BEDS	0.03	AC BED	200.00	HR	6,000	AC	0.800	4.80	34.210	164.21
A6-16	PRUNE SHRUBS	30.00	EA	2.000	TIMES	60,000	EA	0.333	19.98	34.210	683.52
A6-17	REPLACE SHRUBS	30.00	EA	0.120	EA	3,600	EA	0.432	1.56	51.210	79.84
A6-21	MOW TURF	0.09	AC	42.000	TIMES	3,780	AC			125.860	475.75
A6-23	AERATE TURF	0.09	AC	1.000	TIMES	0,090	AC	15,000	1.35	236.610	319.42
A6-28	FERTILIZE ONLY TURF	0.09	AC	3.000	TIMES	0,270	AC	5,000	1.35	85.710	115.71
A6-30	PROGRAM STATIONS	6.00	STA	6.000	TIMES	36,000	STA	0.030	1.08	42.690	46.11

07/13/11  
09:32 AM

11-911 - CITY OF ATHERTON - 99999  
FY 11 - 12 Current Budget Work Program

Page No. 8

Activity Code	Activity Name	Inven. Qty.	Inven. Unit	Level of Service	LOS Unit	Annual Qty.	Annual Unit	Hours/Unit	Total Hours	Unit Cost	Total Cost
<b>Area P04 CITY MANAGER HOUSE GROUNDS</b>											
A6-31	INSPECT IRR. SYSTEM	6.00	STA	12.000	TIMES	72.000	STA	0.050	3.60	42.690	163.68
A6-32	HEAD REPAIR/REPLACE	35.00	HEADS	0.110	HEADS	3.850	HEADS	1.000	3.85	54.460	209.63
A6-33	VALVE MAINT.	6.00	VALVES	0.150	VALVE	0.900	VALVES	1.000	0.90	82.690	74.42
A6-35	CONTROLLER MAINT.	1.00	EA	0.500	HR	0.500	HR	1.500	0.75	87.690	65.77
Location Subtotals:									101.72		4,571.84
<b>Area P05 HOLBROOK-PALMER PARK</b>											
A3-02	TREE STAKING	362.00	TREES	0.050	TREES	18.100	TREES	0.230	4.16	40.110	166.98
A3-04	TREE PLANTING	362.00	TREES	0.007	TREES	2.530	TREES	1.763	4.47	74.610	333.32
A3-05	TREE FERTILIZING	362.00	TREES	1.000	TREES	362.000	TREES	0.008	2.90	64.210	185.95
A3-08	IN-HOUSE PRUNING	362.00	TREES	0.089	TREES	36.840	TREES	0.100	3.58	35.970	128.55
A3-12	TREE SUCKER PRUNING	362.00	TREES	0.100	TREES	36.200	TREES	0.080	2.90	34.210	99.07
A4-03	CONTR. TREE PRUNING	362.00	TREES	0.140	TREES	60.680	TREES			126.000	6,335.00
A6-01	LITTER PICKUP (SPOT)	1.00	SYSTEM	144.00	HR	144.000	HR	1.000	144.00	36.110	5,055.84
A6-03	LEAF CLEANUP	1.00	SYSTEM	20.000	HR	20.000	HR	1.000	20.00	37.370	747.40
A6-10	PRUNE/TRIM BEDDING PLANTS	0.21	AC BED	12.000	HR	2.520	HR	4.000	10.08	41.620	419.53
A6-11	REPLACE BEDDING PLANTS	0.21	AC BED	8.000	SF	1.680	SF	1.000	1.68	105.000	176.40
A6-12	BEDDING REPAIR	2.18	AC BED	5.000	HR	10.900	HR	1.000	10.90	34.210	372.69
A6-13	MANUAL WEED REMOVAL BEDS	2.18	AC BED	5.000	HR	10.900	AC	3.000	32.70	34.210	1,118.67
A6-16	PRUNE SHRUBS	835.00	EA	1.200	TIMES	1,002.00	EA	0.115	115.23	41.620	4,795.87
A6-17	REPLACE SHRUBS	835.00	EA	0.025	EA	20.880	EA	0.310	6.47	59.210	383.16
A6-18	ANNUAL FLOWERS	500.00	SF	0.050	HR	25.000	HR			54.610	1,365.25
A6-21	MOW TURF	5.30	AC	44.000	TIMES	233.200	AC			83.020	19,360.28
A6-23	AERATE TURF	5.30	AC	1.000	TIMES	5.300	AC			215.210	1,140.61
A6-26	TURF REPAIR	5.30	AC	1.800	HR	8.480	HR	0.887	7.52	40.150	302.00
A6-28	FERTILIZE ONLY TURF	5.30	AC	2.000	TIMES	10.600	AC			74.610	790.87
A6-30	PROGRAM STATIONS	48.00	STA	12.000	TIMES	676.000	STA	0.020	11.52	42.690	491.79
A6-31	INSPECT IRR. SYSTEM	48.00	STA	20.810	TIMES	998.880	STA	0.060	58.93	42.690	2,558.53
A6-32	HEAD REPAIR/REPLACE	650.00	HEADS	0.350	HEADS	227.500	HEADS	0.310	70.53	47.690	3,363.34
A6-33	VALVE MAINT.	48.00	VALVES	0.250	VALVE	12.000	VALVES	1.045	12.54	66.140	629.40
A6-34	BACKFLOW MAINT.	3.00	EA	2.000	EA	6.000	EA	1.000	6.00	52.690	316.14
A6-35	CONTROLLER MAINT.	2.00	EA	3.000	HR	6.000	HR	1.000	6.00	57.690	346.14
A6-36	IRRIGATION LINE REPAIR	7.48	AC	3.000	HR	22.440	HR	1.000	22.44	62.690	1,406.76
A6-37	OTHER IRRIGATION REPAIR	1.00	SYSTEM	3.000	HR	3.000	HR	1.000	3.00	42.690	128.07
A6-38	IRRIG. WELL MAINT.	3.00	EA	8.000	HR	24.000	1	1.000	24.00	87.000	1,608.00
A8-41	GRAVEL PATH MAINT.	7,960.00	MSF	0.001	HR	7.960	HR	1.000	7.96	55.650	442.97
A6-80	ILLEGAL SIGNS/HAZARDS	1.00	SYSTEM	6.000	HR	6.000	HR	1.000	6.00	34.210	205.26
A6-90	GRAFFITI REMOVAL	1.00	SYSTEM	10.000	HR	10.000	HR	1.000	10.00	34.320	343.20
A6-91	FOREMAN WORKTIME	1.00	SYSTEM	16.120	HR	16.120	HR	1.000	16.12	59.180	953.98
A6-92	SAFETY TRAINING	5.00	PERSON	1.500	HR	7.500	HR	1.000	7.50	159.990	1,199.92
A6-99	OTHER BEAUTIFICATION	1.00	SYSTEM	15.000	HR	15.000	HR	1.051	15.77	35.870	566.49
A8-01	SUPERVISION	1.00	SYSTEM	300.00	HR	300.000	HR	1.000	300.00	58.330	17,499.00
A9-02	LIGHTING MAINTENANCE	15.00	EA	2.000	HR	30.000	HR	1.000	30.00	74.180	2,226.40
A9-03	RESTROOM MAINTENANCE	2.00	EA	65.000	HR	130.000	HR	1.000	130.00	40.460	5,259.80
A9-05	BLDG./STRUCTURE MAINT.	5.00	EA	2.500	HR	12.500	HR	1.000	12.50	50.950	636.88
A9-06	PLAYCOURT MAINTENANCE	6.00	EA	52.000	HR	312.000	HR	0.500	156.00	43.880	6,845.28
A9-07	DRINKING FOUNTAIN	2.00	EA	4.000	HR	8.000	HR	1.000	8.00	51.370	410.96
A9-08	FENCE/SOUNDWALL MAINT.	3,168.00	SYSTEM	0.004	HR	12.670	HR	1.000	12.67	44.370	582.26
A9-09	PLAYGROUND MAINTENANCE	14.00	ITEMS	2.000	HR	28.000	HR	1.000	28.00	79.200	2,217.60
D2-01	STORM PATROL INSP/CLEAN	1.00	SYSTEM	11.000	HR	11.000	HR	1.000	11.00	36.270	398.97
D3-04	OTHER CONCRETE REPAIR	1.00	SYSTEM	8.000	HR	8.000	HR	1.000	8.00	48.490	387.92
D4-02	REPLACE SIGNS	11.00	SIGNS	0.100	SIGNS	1.100	SIGNS	2.000	2.20	92.690	203.92
D4-19	PARK SIGN MAINT.	1.00	SIGNS	2.000	HR	2.000	HR	1.000	2.00	84.600	169.20
D7-02	SPOT SPRAY WEEDS	1.00	SYSTEM	18.000	HR	18.000	HR	1.000	18.00	39.870	717.66
D7-05	MANUAL WEED ABATEMENT	1.00	SYSTEM	1.000	HR	1.000	HR	1.000	1.00	32.090	32.09
D7-07	SPOT SPRAY TREE WELLS	362.00	EA	2.680	TIMES	970.160	EA	0.040	38.81	37.870	1,469.60
Location Subtotals:									1404.08		97,073.15
Grand Totals:									8128.19		597,030.77

1635.70 per day - 76 DAYS

472717.57

# hp LaserJet 2300L printers



job storage status page

**Error:** Unable to store job at printer

**Reason:** Printer not configured to collate

**Solution:** Configure a RAM disk or install a hard disk if supported.



# CERTIFICATE OF LIABILITY INS

EXHIBIT B

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

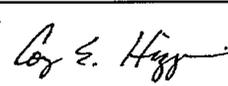
PRODUCER LIC #0726293 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 3697 Mt. Diablo Boulevard, Suite 300  Lafayette, CA 94549	1-925-299-1112	CONTACT NAME: Val Meszaros PHONE (A/C, No, Ext): 925-953-5261 E-MAIL ADDRESS: val_meszaros@ajg.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP CAS CO OF AMER INSURER B: TRAVELERS IND CO OF CT INSURER C: PEERLESS INS CO INSURER D: INSURER E: INSURER F:		NAIC # 25674 25682 24198
INSURED MCE Corporation  6515 Trinity Ct  Dublin, CA 94568			

COVERAGES                      CERTIFICATE NUMBER: 23684832                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			DTECO3373B452TIL11	08/01/11	08/01/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
B	AUTOMOBILE LIABILITY			DT8103373B452TCT11	08/01/11	08/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> Comp Ded		<input checked="" type="checkbox"/> Coll Ded					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	DTSMCUP365K6114TIL11	08/01/11	08/01/12	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Rented / Leased Equipment			CBP8474890	08/01/11	08/01/12	Limit	\$250,000
							Deductible	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Town of Atherton is named as additional insured as respects general liability.

<b>CERTIFICATE HOLDER</b>  Town of Atherton  91 Ashfield Road  Atherton, CA 94027  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



April 21, 2011

MCE CORPORATION  
6515 TRINITY CT

DUBLIN, CA 94568-2627

Re: Barrett Business Services, Inc. ("BBSI")  
Letter of Self-Insurance for Workers' Compensation Coverage  
For MCE CORPORATION, CSLB license number 439295

As the named addressee of this Letter, your company's required workers' compensation coverage is provided through BBSI's state approved Self-Insured Workers' Compensation Plan. As a party to a co-employment contract with BBSI, which is effective from 12/1/2010 to 11/30/2011, California Labor Code §3602 allows MCE CORPORATION to obtain its workers' compensation coverage from BBSI.

BBSI's California customers can also verify BBSI's state certification at [www.dir.ca.gov./SIP/sip.html](http://www.dir.ca.gov./SIP/sip.html); next, click on "Rosters"; then click on Private self insured employers; then scroll down to Barrett (the list is alpha by company name). Additional information is as follows:

Self-Insurance Certification Number:

California:	2246
Oregon:	1068
Washington:	706, 116
Delaware:	152
Maryland:	11365
Colorado:	463

**Notice of Termination:** In the event the contract between BBSI and MCE CORPORATION is terminated, BBSI must provide notice of the termination within seven (7) days to the California Contractors State License Board ("CSLB").

Other Comments (place an "X" if applicable):

Named "Letter Holder": MCE Corporation 6515 Trinity Court Dublin, CA 94568

Other:

Additionally, BBSI's self-insured program is further supported by an excess workers' compensation insurance policy with American International Group (AIG), see accompanying certificate of insurance.

For additional information, please contact your local BBSI office at: (925) 686-2800 .

Very truly yours,

Michael L. Elich  
Vice President and Chief Operating Officer

BBSI Office: CONCORD

doc: LOSI-3

8100 NE Parkway Drive, Suite 200 Vancouver, Washington 98662 800.494.5669 360.828.0700 Fax 360.828.0701 [www.barrettbusiness.com](http://www.barrettbusiness.com)

PARTNERS IN PROFITABILITY

**CERTIFICATE OF LIABILITY INSURANCE**

Issue Date:

<p><b>PRODUCER</b>                  Ron Graybeal                  Beecher Carlson Insurance Agency                  220 NW 2nd Avenue, Suite 800                  Portland, OR 97209-3951</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																																																																																																																																																						
<p><b>INSURED</b>                  Barrett Business Services, Inc.                  8100 NE Parkway, Suite 200                  Vancouver, WA 98662</p> <p>And all insureds as defined by a co-employer contract incl.: MCE CORPORATION                  CSLB License No. 439295                  6515 TRINITY CT                  DUBLIN, CA 94568-2627</p>	<p style="text-align: center;">COMPANIES AFFORDING COVERAGE</p> <p>COMPANY LETTER A National Union Fire Insurance Company of Pittsburg, PA                  COMPANY LETTER B                  COMPANY LETTER C                  COMPANY LETTER D                  COMPANY LETTER E</p>																																																																																																																																																																																						
<p><b>COVERAGES</b>                  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OF OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																																																																																																																																																																																							
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## Town of Atherton

### **CITY COUNCIL STAFF REPORT – CONSENT AGENDA**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, COMMUNITY SERVICES DIRECTOR  
STEVE TYLER, PUBLIC WORKS SUPERINTENDENT**

**DATE: JUNE 19, 2013**

**SUBJECT: APPROVE A ONE YEAR EXTENSION WITH CENTRAL  
MAINTENANCE COMPANY FOR THE CONTINUATION OF  
JANITORIAL SERVICES FOR THE AMOUNT OF \$25,151.14  
ANNUALLY.**

#### **RECOMMENDATION**

Approve a one-year extension with Central Maintenance Company for the continuation of Town Janitorial Services with a 2% increase for a total of \$2,095.95 per month for FY 2013-2014 for an annual total of \$25,151.14.

#### **INTRODUCTION**

On July 1, 2011, the Town of Atherton entered into an Agreement with Central Maintenance Company to provide Janitorial Services to the Town Center and Park for 12 months with an option to renew the Agreement for a period of up to 3 years by written agreement. The 2011 Agreement was for \$1,995.00 per month with an annual price not to exceed \$23,940.

In July 2012, a one-year extension was approved by Council including a 3% COLA for a total monthly price of \$2,054.85 or \$24,658.20 annually.

Central Maintenance Company would like to continue this Agreement for another year (July 1, 2013 through June 30, 2014) but is seeking a 2% increase to their current monthly price of \$2,054.85 per month for a total of \$2,095.95 per month. This is due to increased labor, materials and transportation prices. Even with the 2% increase, the cost for services remains well below

the next competitive bid price from two years ago. Central Maintenance Company has provided satisfactory service and staff supports the one-year extension.

Past bid prices were as follows:

Central Building Maintenance	\$1,995.00
DMS Facility Services	\$2,238.63
Customized Performance	\$2,373.81
S&G Maintenance	\$2,488.00
ABM	N/R
CBJ Building Maintenance	N/R
Clean Innovation	N/R

The services are as follows:

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

### **FISCAL IMPACT**

The 2% increase equates to \$49.01 per month or \$493.16 annually. The price of \$2,095.95 per month or \$25,151.14 annually is divided by departmental budget as follows:

Police department	\$437.00
Administration	\$337.00
Building/Planning	\$263.00
Public Works	\$140.95
Library	\$350.00
Park	\$568.00

Prepared By:

Approved:

\_\_\_\_\_  
Michael Kashiwagi, P.E.  
Community Services Director

\_\_\_\_\_  
George Rodericks  
City Manager

Attachments: Amendment #1, Amendment #2

**AMENDMENT #2 FOR THE PUBLIC WORKS TOWN JANITORIAL SERVICES AGREEMENT BY**

**TOWN OF ATHERTON:**

By: \_\_\_\_\_/\_\_\_\_\_  
Theresa DellaSanta, Interim City Manager  
(Date)

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CONSULTANT:**

By: \_\_\_\_\_/\_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

By: \_\_\_\_\_/\_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**AND BETWEEN THE TOWN OF ATHERTON AND CENTRAL MAINTENANCE COMPANY**

This 1A Amendment to the Professional Services Agreement by and between the Town of Atherton ("Town") and Central Maintenance Company ("Contractor") for Public Works Maintenance and Maintenance Management Services ("Amendment #1") is entered into as of the \_\_\_ day of \_\_\_, 2012, by and between Town and Contractor.

**RECITALS**

- A. Town and Contractor are parties to that certain Professional Services Agreement for Town Janitorial Services dated June 30, 2011 ("Agreement").
- B. Town and Consultant now desire to enter into this Amendment #1 to provide for the additional services as described below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

- 1. Exhibit A, Scope of Services. Extension of the previous agreement dated June 30, 2011, which began July 1, 2011 and expired June 30, 2012. This extension shall allow the contract to continue for (1) year from July 1, 2012, expiring June 30, 2013.
- 2. Exhibit B, Compensation. Original 12 month contract was for \$23,940. New agreement by negotiation is \$24,658.20 for upcoming 12 month period.
- 3. Agreement in Effect. The parties acknowledge and agree that the Agreement, except as amended by this Amendment #1, has been modified and in full force and effect in accordance with its terms. Modifications have been made to work program section of the agreement only.
- 4. Counterpart Signatures. This 1A Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this 1A Amendment as of the Effective Date.

**TOWN OF ATHERTON:**

By: \_\_\_\_\_/\_\_\_\_\_  
Theresa DellaSanta, Interim City Manager  
(Date)

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**CONSULTANT:**

By: \_\_\_\_\_/\_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

By: \_\_\_\_\_/\_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

**2<sup>nd</sup> AMENDMENT TO THE AGREEMENT FOR JANITORIAL  
MAINTENANCE SERVICES BY AND BETWEEN THE TOWN OF ATHERTON  
AND CENTRAL MAINTENANCE COMPANY**

This 2nd Amendment to the JANITORIAL MAINTENANCE SERVICES Agreement (“Agreement”) by and between the Town of Atherton ("Town") and Central Maintenance Company ("Contractor") for janitorial maintenance services dated June 30, 2011, as amended in July, 2012 to extend it for one additional year is hereby amended to extend the agreement for an additional year.

- A. Town and Contractor are parties to that certain Agreement for Janitorial Maintenance Services for Town janitorial services dated June 30, 2011 (Agreement).
- B. Town and Contractor amended the Agreement in 2012 to extend it for an additional one year period until June 30, 2013.
- C. Town and Contractor desire to extend the Agreement for an additional one year period until June 30, 2014, with a 2% increase in compensation.

The Agreement is hereby amended as follows:

- 1. Section 1, TERM OF AGREEMENT, is amended by adding the following sentence: “The term is extended for 12 months, to expire on June 30, 2014.”
- 2. Section 4, COMPENSATION AND METHOD OF PAYMENT, (a) is amended by substituting the number “Twenty-five Thousand One Hundred Fifty-one dollars and Fourteen Cents (\$25,150.14)” in lieu of the original “Twenty-three Thousand Nine Hundred Forty Dollars (\$23,940.00)” amount.
- 3. The remaining terms and conditions of the Amended Agreement shall remain in full force and effect.

Dated: June \_\_\_\_, 2013

TOWN OF ATHERTON:

CONTRACTOR:

By: \_\_\_\_\_  
George Rodericks, City Manager

\_\_\_\_\_  
Len Valenti, President

ATTEST:

Approved as to Form

\_\_\_\_\_  
Theresa DellaSanta, City Clerk

\_\_\_\_\_  
William B. Connors, City Attorney

**AGREEMENT FOR JANITORIAL MAINTENANCE SERVICES  
BETWEEN  
TOWN OF ATHERTON  
AND  
CENTRAL MAINTENANCE COMPANY**

This AGREEMENT FOR BETWEEN THE TOWN OF ATHERTON AND Central Maintenance Company Agreement for Janitorial Services is made and entered into this 30<sup>th</sup> day of June, 2011, by and among the TOWN OF ATHERTON, a municipal corporation ("TOWN"), and Central Maintenance Services ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 17, "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of 12 months from the date of execution, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT for a period of up to 3 years.

**SECTION 2. SCOPE OF SERVICES.**

CONTRACTOR agrees to perform the TOWN OF ATHERTON JANITORIAL MAINTENANCE SERVICES for various locations as set forth in EXHIBIT "A," "SCOPE OF SERVICES," and made a part of this AGREEMENT.

**SECTION 3. ADDITIONAL SERVICES.**

CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this AGREEMENT that are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" unless such additional services are authorized in advance and in writing by TOWN. CONTRACTOR shall be compensated for any such additional services in the amounts and in the manner agreed to between CONTRACTOR and TOWN.

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, TOWN agrees to pay CONTRACTOR the amounts specified in EXHIBIT "A" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty-three Thousand Nine Hundred Forty Dollars (\$23,940) One Thousand Nine Hundred Ninety-five Dollars (\$1995.00) per month, unless additional compensation is approved in writing by TOWN.

(b) Each month CONTRACTOR shall furnish to TOWN an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, subcontractor contracts and miscellaneous expenses. TOWN shall independently review each invoice submitted by the CONTRACTOR to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event

that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event TOWN disputes any charges or expenses, the original invoice shall be returned by TOWN to CONTRACTOR for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONTRACTOR that are disputed by TOWN, TOWN will use its best efforts to cause CONTRACTOR to be paid within thirty (30) days from receipt of CONTRACTOR invoice.

(d) Payment to CONTRACTOR for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONTRACTOR.

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

TOWN may inspect and accept or reject any of CONTRACTOR's work under this AGREEMENT, either during performance or when completed. TOWN shall reject work by a timely written explanation. TOWN's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONTRACTOR's work by TOWN shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, Sections 14 and 15, pertaining to indemnification and insurance, respectively.

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONTRACTOR in the course of providing any services pursuant to this AGREEMENT, if any, shall become the sole property of TOWN and may be used, reused or otherwise disposed of by TOWN without the permission of the CONTRACTOR. Upon completion, expiration or termination of this AGREEMENT, CONTRACTOR shall turn over to TOWN all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

## **SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.**

(a) CONTRACTOR shall maintain any and all documents and records demonstrating or relating to CONTRACTOR's performance of services pursuant to this AGREEMENT. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to TOWN pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONTRACTOR pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for a minimum of three (3) years from the date of execution of this AGREEMENT or longer to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by TOWN or its designated representative. Copies of such documents or records shall be provided directly to TOWN for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such

documents and records shall be made available at CONTRACTOR's address indicated for receipt of notices in this AGREEMENT.

(c) Where TOWN has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONTRACTOR's business, TOWN may, by written request, require that custody of such documents or records be given to TOWN.

#### **SECTION 8. STATUS OF CONTRACTOR.**

(a) CONTRACTOR is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of TOWN. CONTRACTOR shall have no authority to bind TOWN in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against TOWN, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by TOWN.

(b) The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither TOWN, nor any elected or appointed officers, officials, employees or agents of TOWN, shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees or agents, except as set forth in this AGREEMENT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees or agents are in any manner officials, officers, employees or agents of TOWN.

(c) Neither CONTRACTOR, nor any of CONTRACTOR's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits that may otherwise accrue to TOWN employees. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.

#### **SECTION 9. STANDARD OF PERFORMANCE.**

CONTRACTOR represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONTRACTOR shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONTRACTOR under this AGREEMENT.

#### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.**

CONTRACTOR shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONTRACTOR shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither TOWN, nor any elected or appointed officers, officials, employees or agents of TOWN, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

## **SECTION 11. NONDISCRIMINATION.**

In performing the services under this Agreement, CONTRACTOR agrees as follows:

(a) CONTRACTOR will not discriminate against any employee or applicant from employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996). CONTRACTOR will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy. Such action shall include but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by TOWN setting forth the provisions of this nondiscrimination clause.

(b) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy.

## **SECTION 12. UNAUTHORIZED ALIENS.**

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against TOWN for such use of unauthorized aliens, CONTRACTOR hereby agrees to and shall reimburse TOWN for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by TOWN.

## **SECTION 13. PREVAILING WAGE**

CONTRACTOR and CONTRACTOR's subcontractors (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.

## **SECTION 14. CONFLICTS OF INTEREST.**

(a) CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of TOWN or which would in any way hinder CONTRACTOR 's performance of services under this AGREEMENT. CONTRACTOR 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 Manager.

CONTRACTOR agrees at all times to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of TOWN in the performance of this AGREEMENT.

(b) TOWN understands and acknowledges that CONTRACTOR is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONTRACTOR is unaware of any stated position of TOWN relative to such projects. Any future position of TOWN on such projects shall not be considered a conflict of interest for purposes of this section.

## **SECTION 15. INDEMNIFICATION.**

**INDEMNITY FOR PROFESSIONAL LIABILITY:** When the law establishes a professional standard of care for CONTRACTOR's services, to the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless TOWN and any and all of its boards, officials, employees, and agents ("Indemnified Parties") from and against all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or subconsultants (or any entity or individual for which CONTRACTOR shall bear legal liability) in the performance of professional services under this agreement.

**INDEMNITY:** To the full extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless TOWN, and any and all of its boards, employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONTRACTOR or by any individual or entity for which CONTRACTOR is legally liable, including but not limited to officers, agents, employees or subcontractors of CONTRACTOR.

## **SECTION 16. INSURANCE.**

CONTRACTOR agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "B," "INSURANCE," and made a part of this AGREEMENT. All insurance policies shall be subject to approval by TOWN as to form and content. These requirements are subject to amendment or waiver if so approved in writing by TOWN Manager. CONTRACTOR agrees to provide TOWN with copies of required policies upon request.

## **SECTION 17. ASSIGNMENT.**

The expertise and experience of CONTRACTOR are material considerations for this AGREEMENT. TOWN has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONTRACTOR under this AGREEMENT. In recognition of that interest, CONTRACTOR shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONTRACTOR's duties or obligations under this AGREEMENT without the prior written consent of TOWN Council. Any attempted assignment without TOWN's consent shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling TOWN to any and all

remedies at law or in equity, including summary termination of this AGREEMENT. TOWN acknowledges, however, that CONTRACTOR, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

#### **SECTION 18. TERMINATION OF AGREEMENT.**

(a) TOWN may terminate this AGREEMENT, with or without cause, at any time by written notice of termination to CONTRACTOR. In the event such notice is given, CONTRACTOR shall cease immediately all work in progress.

(b) CONTRACTOR may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to TOWN.

(c) If either CONTRACTOR or TOWN fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONTRACTOR or TOWN may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONTRACTOR or TOWN, all property belonging exclusively to TOWN, which is in CONTRACTOR's possession, shall be returned to TOWN. CONTRACTOR shall furnish to TOWN a final invoice for work performed and expenses incurred by CONTRACTOR, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this AGREEMENT.

#### **SECTION 19. DEFAULT.**

In the event that CONTRACTOR is in default under the terms of this AGREEMENT, TOWN shall not have any obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONTRACTOR.

#### **SECTION 20. EXCUSABLE DELAYS.**

CONTRACTOR shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONTRACTOR. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

#### **SECTION 21. COOPERATION BY TOWN.**

All public information, data, reports, records, and maps available to TOWN as public records, and which are necessary for carrying out the work as outlined in EXHIBIT "A," "SCOPE OF SERVICES," shall be furnished to CONTRACTOR in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

**SECTION 22. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by fax or certified mail, postage prepaid and return receipt requested, addressed as follows:

To TOWN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 23. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONTRACTOR represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONTRACTOR to the performance of its obligations hereunder.

**SECTION 24. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**SECTION 25. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONTRACTOR and by TOWN. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. In the event of any conflict between the terms and conditions of this AGREEMENT and any attached exhibits, the terms and conditions of this AGREEMENT will control.

**SECTION 26. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by TOWN of any work or services by CONTRACTOR shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 27. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in the County of San Mateo.

**SECTION 28. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 29. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached general scope of work and EXHIBITS "A" and "B," is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONTRACTOR and TOWN prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

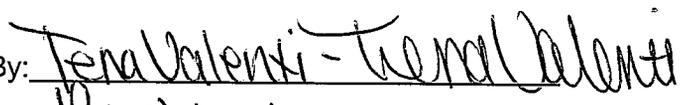
**SECTION 30. SEVERABILITY.**

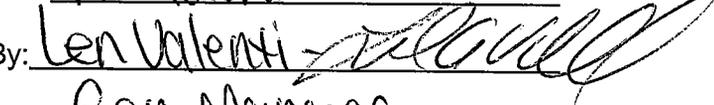
If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

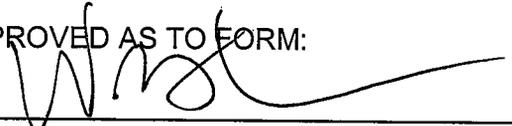
~~TOWN OF SAN MATEO~~ OF, the parties hereto have entered into a ~~CONTRACT~~ AGREEMENT to be executed the day and year first above written.

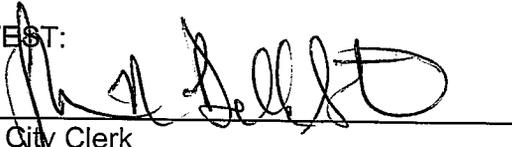
By:  \_\_\_\_\_  
City Manager

Date: 7/7/11

By:  \_\_\_\_\_  
Title: President

By:  \_\_\_\_\_  
Title: Gen-Manager

APPROVED AS TO FORM:  
By:  \_\_\_\_\_  
City Attorney

ATTEST:  
By:  \_\_\_\_\_  
City Clerk

## **I. General scope of work**

Work in this section includes the janitorial maintenance of Town owned buildings. Maintenance includes the upkeep and cleaning of facilities multiple days per week as outlined in exhibits A and B.

The facilities included are:

1. Town Hall – 91 Ashfield Road
2. Police Department – 83 Ashfield Road
3. Library – 2 Dinkelspiel Lane
4. Council Chambers – 94 Ashfield Road
5. Permit Center – 99 Station Lane
6. Corporation Yard Office – 93 Station Lane
7. HP Park playground restrooms – 150 Watkins
8. HP Park Main House – 150 Watkins
9. HP Park Carriage House – 150 Watkins

See exhibits A and B for general duty cleaning requirements.

In addition to general duty cleaning requirements for the above listed locations, the following duties are to be completed twice annually at each facility as follows;

- Window washing - Window washing is to include inside/outside cleaning of all windows, cleaning of screens, reinstalling screens and removal of bird droppings. A one week notice shall be given to Atherton staff prior to this work being done.
- Floor stripping – all floors (non-carpeted) are to be stripped of their finish and refinished 2 times annually. A one week notice shall be given to Atherton staff prior to this work being done.
- Desk cleaning – all desks are to be cleaned with an all purpose cleaner (wood desks to be treated with a furniture polish) two times annually. A one week notice shall be given to Atherton staff prior to this work being done.

## **II. Contractor performance criteria**

The goal of this service agreement is to keep all Town owned facilities clean, sanitary and presentable for public and employee use.

General areas to be maintained within Town owned facilities are:

- Entrance Ways and Lobbies
- Executive Offices
- Offices
- Work Stations
- Conference Rooms
- Town Council Chamber
- Kitchen Areas
- Break Rooms

- Receptionist Areas
- Restrooms
- Utility Rooms
- Squad Room
- Locker Room

Successful proposer will order and maintain the following products for use in maintained town facilities: toilet paper, seat covers, liquid soap and paper towels and other cleaning products/tools (see specifications item IV).

All workers must be fingerprinted and submit to a background check prior to working in Town facilities. Firm selected must provide its workers with company uniforms and/or photo ID name badges to be worn at all times when performing janitorial services within the Town.

### **III. Project Area**

Refer to **Exhibits A-1 through A-6 and B-1 through B-3** for the locations and summary schedule table of all facilities to be maintained throughout the Town of Atherton as part of the contract.

### **IV. SPECIFICATIONS**

The following are the specifications for contractor provided supplies;

- 1) Paper towels - Premium embossed multifold to fit all standard multifold towel dispensers.
- 2) Toilet tissue – Standard two ply embossed standard roll tissue to fit all standard roll dispensers.
- 3) Liners – all necessary liner sizes to fit various waste cans. All waste cans shall have a liner.
- 4) Soap – liquid soap for standard liquid soap dispensers to be broad spectrum anti-microbial with moisturizers, emollients and/or conditioners to facilitate frequent hand washings.
- 5) Toilet seat covers – 100% biodegradable and flushable. To fit all standard ½ fold seat cover dispensers.
- 6) Cleaning products – Contractors choice (keep in mind green-certification points)
- 7) Tools – Contractors choice.



# Town of Atherton

## CITY COUNCIL STAFF REPORT – CONSENT AGENDA

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANMAGER**

**FROM: MICHAEL KASHIWAGI, COMMUNITY SERVICES DIRECTOR  
STEVE TYLER, PUBLIC WORKS SUPERINTENDENT**

**DATE: JUNE 19, 2013**

**SUBJECT: EXTENSION OF THE 2012 TREE MAINTENANCE SERVICE  
CONTRACT #56053 FOR 1 YEAR**

### RECOMMENDATION

Extend the contract for the 2012 Tree Maintenance Project, project number 56053 to West Coast Arborists, Inc. for one (1) additional year and to authorize the Mayor to execute the contract on behalf of the Town.

### INTRODUCTION

This project is for an annual tree-trimming contract. In 2012, West Coast Arborists, Inc. bid an hourly crew rate to provide routine pruning, hazardous tree removal, and storm damage cleanup of Town-maintained trees, up to the contract limit of \$60,000. The existing contract permits an extension for a period of up to three (3) years upon written agreement.

### ANALYSIS

Bids for the Tree Maintenance Service Contract were received in May 2012. Bidders were required to bid total crew hours of tree work they could provide for the established contract limit of \$60,000. Total crew hours are the sum of regular hours plus 40 hours of overtime work. A crew hour is defined as 2 tree workers, a chipper truck with a personal lift and a wood chipper.

Five (5) bids were received for the 2012/13 Tree Maintenance Project as follows:

<b>Firm</b>	<b>Location</b>	<b>Crew Hours</b>
West Coast Arborists	Anaheim	540
Econo Tree Service	Redwood City	485

<b>Firm</b>	<b>Location</b>	<b>Crew Hours</b>
Professional Tree Care	Berkeley	483
New Image Landscape	Freemont	390
Bayscape Management	Alviso	261

The Town contracted tree work with West Coast Arborists. For the past twelve (12) months, West Coast Arborists have proven to provide capable, competent and services. Staff recommends this contract extension for an additional year.

**FISCAL IMPACT**

The FYI 2013-14 Recommended Budget includes \$75,000.00 in Street and Park operations funds for this project. West Coast Arborists was the low bidder in 2012 at 540 total crew hours of tree maintenance work.

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Community Services Director

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George Rodericks  
City Manager

**1st AMENDMENT TO THE AGREEMENT FOR TREE MAINTENANCE SERVICES BY AND BETWEEN THE TOWN OF ATHERTON AND WEST COAST ARBORISTS, INC.**

This 1st Amendment to the TREE MAINTENANCE SERVICES Agreement (“Agreement”) by and between the Town of Atherton ("Town") and West Coast Arborists, Inc. ("Contractor") for basic tree maintenance services dated July 27, 2012, for one year is commencing July 1, 2012 and ending June 30, 2013.

- A. Town and Contractor are parties to that certain Agreement for Tree Maintenance services dated July 27, 2012 (Agreement).
- B. The Agreement called for an extension of up to 3 years.
- C. Town and Contractor desire to extend the Agreement for an additional one year period until June 30, 2014.

The Agreement is hereby amended as follows:

- 1. Section 1, TERM OF AGREEMENT, is amended by adding the following sentence: “The term is extended for 12 months, to expire on June 30, 2014 pursuant to provisions of this paragraph.”
- 2. The remaining terms and conditions of the Amended Agreement shall remain in full force and effect.

Dated: June \_\_\_\_, 2013

TOWN OF ATHERTON:

CONTRACTOR:

By: \_\_\_\_\_  
George Rodericks, City Manager

\_\_\_\_\_  
Patrick Mahoney, President

ATTEST:

Approved as to Form

\_\_\_\_\_  
Theresa DellaSanta, City Clerk

\_\_\_\_\_  
William B. Conners, City Attorney

**AGREEMENT FOR TREE MAINTENANCE SERVICES  
BETWEEN**

**TOWN OF ATHERTON  
AND**

**WEST COAST ARBORISTS, INC.**

This AGREEMENT FOR TREE MAINTENANCE SERVICES BETWEEN THE TOWN OF ATHERTON AND WEST COAST ARBORISTS, INC. is made and entered into this 27<sup>th</sup> day of 2012 July by and among the TOWN OF ATHERTON, a municipal corporation ("TOWN"), and WEST COAST ARBORISTS, INC. ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 18, "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one year beginning July 1, 2012, and ending June 30, 2013. Such term may be extended upon written agreement of both parties to this AGREEMENT for a period of up to 3 years.

**SECTION 2. SCOPE OF SERVICES.**

CONTRACTOR agrees to TREE MAINTENANCE SERVICES and 24 hour emergency tree response as requested from time-to-time by Town as set forth in EXHIBIT "A," "STANDARD SPECIFICATIONS/SCOPE OF SERVICES," and made a part of this AGREEMENT. The work of this Contract includes, but is not limited to, routine pruning, hazardous tree removal, and storm damage cleanup of City trees within the City limits of Atherton.

**SECTION 3. ADDITIONAL SERVICES.**

CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this AGREEMENT that are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" unless such additional services are authorized in advance and in writing by TOWN. CONTRACTOR shall be compensated for any such additional services in the amounts and in the manner agreed to between CONTRACTOR and TOWN.

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, TOWN agrees to pay CONTRACTOR for work performed in the amounts specified in EXHIBIT "A" and made a part of this AGREEMENT. The total of all such compensation, including reimbursement for actual expenses, shall not exceed Sixty Thousand Dollars (\$60,000.00) during the Agreement, unless additional compensation is approved in writing by TOWN.

(b) Each month CONTRACTOR shall furnish to TOWN an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges in the following categories: labor (by sub-category), travel, materials, equipment, supplies, subcontractor contracts and miscellaneous expenses. TOWN shall independently review each invoice submitted by the CONTRACTOR to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection 4.(c)(there are others below). In the event TOWN disputes any charges or expenses, the original invoice shall be returned by TOWN to CONTRACTOR for correction and resubmission and the parties shall meet to discuss and rectify any such dispute.

(c) Except as to any charges for work performed or expenses incurred by CONTRACTOR that are disputed by TOWN, TOWN will use its best efforts to cause CONTRACTOR to be paid within thirty (30) days from receipt of CONTRACTOR invoice.

(d) Payment to CONTRACTOR for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONTRACTOR.

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

TOWN may inspect and accept or reject any of CONTRACTOR's work under this AGREEMENT, either during performance or when completed. TOWN shall reject work by a timely written explanation. TOWN's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONTRACTOR's work by TOWN shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, Sections 14 and 15, pertaining to indemnification and insurance, respectively.

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONTRACTOR in the course of providing any services pursuant to this AGREEMENT, if any, shall become the sole property of TOWN and may be used, reused or otherwise disposed of by TOWN without the permission of the CONTRACTOR. Upon completion, expiration or termination of this AGREEMENT, CONTRACTOR shall turn over to TOWN all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

## **SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.**

(a) CONTRACTOR shall maintain any and all documents and records demonstrating or relating to CONTRACTOR's performance of services pursuant to this AGREEMENT. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to TOWN pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONTRACTOR pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for a minimum of three (3) years from the date of execution of this AGREEMENT or longer to the extent required

by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by TOWN or its designated representative. Copies of such documents or records shall be provided directly to TOWN for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONTRACTOR's address indicated for receipt of notices in this AGREEMENT.

(c) Where TOWN has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONTRACTOR's business, TOWN may, by written request, require that custody of such documents or records be given to TOWN.

#### **SECTION 8. STATUS OF CONTRACTOR.**

(a) CONTRACTOR is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of TOWN. CONTRACTOR shall have no authority to bind TOWN in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against TOWN, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by TOWN.

(b) The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither TOWN, nor any elected or appointed boards, officers, officials, employees or agents of TOWN, shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees or agents, except as set forth in this AGREEMENT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees or agents are in any manner officials, officers, employees or agents of TOWN.

(c) Neither CONTRACTOR, nor any of CONTRACTOR's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits that may otherwise accrue to TOWN employees. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.

#### **SECTION 9. STANDARD OF PERFORMANCE.**

CONTRACTOR represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONTRACTOR shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONTRACTOR under this AGREEMENT.

#### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.**

CONTRACTOR shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONTRACTOR shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither TOWN, nor any elected or appointed boards, officers, officials, employees or agents of TOWN, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

#### **SECTION 11. NONDISCRIMINATION.**

In performing the services under this Agreement, CONTRACTOR agrees as follows:

(a) CONTRACTOR will not discriminate against any employee or applicant from employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Sections 12900-12996). CONTRACTOR will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy. Such action shall include but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by TOWN setting forth the provisions of this nondiscrimination clause.

(b) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy.

#### **SECTION 12. UNAUTHORIZED ALIENS.**

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against TOWN for such use of unauthorized aliens, CONTRACTOR hereby agrees to and shall reimburse TOWN for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by TOWN.

#### **SECTION 13. PREVAILING WAGE**

CONTRACTOR and CONTRACTOR's subcontractors (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.

#### **SECTION 14. CONFLICTS OF INTEREST.**

(a) CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of TOWN or which would in any way hinder CONTRACTOR 's performance of services under this AGREEMENT. CONTRACTOR 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 Manager. CONTRACTOR agrees at all times to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of TOWN in the performance of this AGREEMENT.

(b) TOWN understands and acknowledges that CONTRACTOR is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONTRACTOR is unaware of any stated position of TOWN relative to such projects. Any future position of TOWN on such projects shall not be considered a conflict of interest for purposes of this section.

## **SECTION 15. INDEMNIFICATION.**

**INDEMNITY FOR PROFESSIONAL LIABILITY:** When the law establishes a professional standard of care for CONTRACTOR's services, to the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless TOWN and any and all of its boards, officials, employees, and agents ("Indemnified Parties") from and against all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or sub consultants (or any entity or individual for which CONTRACTOR shall bear legal liability) in the performance of professional services under this agreement.

**INDEMNITY FOR LIABILITY:** CONTRACTOR shall indemnify, defend and hold harmless TOWN, and any and all of its boards, employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONTRACTOR or by any individual or entity for which CONTRACTOR is legally liable, including but not limited to officers, agents, employees or subcontractors of CONTRACTOR.

## **SECTION 16. INSURANCE.**

**CONTRACTOR** agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "B," "INSURANCE," and made a part of this AGREEMENT. All insurance policies shall be subject to approval by TOWN as to form and content, and shall name Town as an additional insured on each such policy. These requirements are subject to amendment or waiver if so approved in writing by TOWN Manager. CONTRACTOR agrees to provide TOWN with copies of required policies prior to commencing work under this Agreement.

## **SECTION 17. ASSIGNMENT.**

The expertise and experience of CONTRACTOR are material considerations for

this AGREEMENT. TOWN has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONTRACTOR under this AGREEMENT. In recognition of that interest, CONTRACTOR shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONTRACTOR's duties or obligations under this AGREEMENT without the prior written consent of TOWN Council. Any attempted assignment without TOWN's consent shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling TOWN to any and all remedies at law or in equity, including summary termination of this AGREEMENT. TOWN acknowledges, however, that CONTRACTOR, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

#### **SECTION 18. TERMINATION OF AGREEMENT.**

(a) TOWN may terminate this AGREEMENT, with or without cause, at any time by written notice of termination to CONTRACTOR. In the event such notice is given, CONTRACTOR shall cease immediately all work in progress, and Town shall pay for any work done up to the time of termination.

(b) CONTRACTOR may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to TOWN.

(c) If either CONTRACTOR or TOWN fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONTRACTOR or TOWN may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONTRACTOR or TOWN, all property belonging exclusively to TOWN, which is in CONTRACTOR's possession, shall be returned to TOWN. CONTRACTOR shall furnish to TOWN a final invoice for work performed and expenses incurred by CONTRACTOR, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this AGREEMENT.

#### **SECTION 19. DEFAULT.**

In the event that CONTRACTOR is in default under any term of this AGREEMENT, TOWN shall not have any obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONTRACTOR.

#### **SECTION 20. EXCUSABLE DELAYS.**

CONTRACTOR shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONTRACTOR. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

#### **SECTION 21. COOPERATION BY TOWN.**

All public information, data, reports, records, and maps that exist and are

available to TOWN as public records, and which are necessary for carrying out the work as outlined in EXHIBIT "A," "SCOPE OF SERVICES," shall be furnished to CONTRACTOR upon request in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

## **SECTION 22. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by email, fax or certified mail, postage prepaid and return receipt requested, addressed as follows:

To TOWN: City Manager  
91 Ashfield Road  
Atherton, CA 94027  
tdellasanta@ci.atherton.ca.us

To CONTRACTOR: WEST COAST ARBORISTS, INC.  
2200 E. Via Burton Street  
Anaheim, Ca. 92806  
vgonzalez@wcainc.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or email, or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

## **SECTION 23. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONTRACTOR represents and warrants that they have the authority to so execute this AGREEMENT and to bind CONTRACTOR to the performance of its obligations hereunder.

## **SECTION 24. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

## **SECTION 25. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by both parties. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. In the event of any conflict between the terms and conditions of this AGREEMENT and any attached exhibits, the terms and conditions of this AGREEMENT will control.

## **SECTION 26. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any

provision of this AGREEMENT. Acceptance by TOWN of any work or services by CONTRACTOR shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 27. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in the County of San Mateo.

**SECTION 28. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 29. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" and "B," is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONTRACTOR and TOWN prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

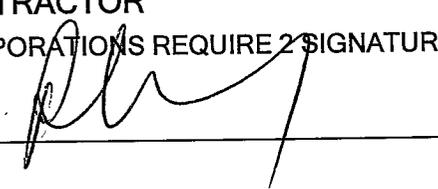
**SECTION 30. SEVERABILITY.**

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

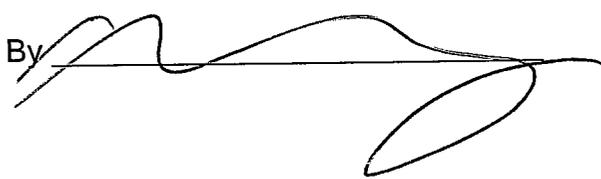
**CONTRACTOR**  
(CORPORATIONS REQUIRE 2 SIGNATURES)

By

  
\_\_\_\_\_  
Patrick Mahoney, President

Print Name/Title

By

  
\_\_\_\_\_

**TOWN OF ATHERTON**

  
\_\_\_\_\_  
Theresa Dellasanta,  
Interim City Manager

Richard Mahoney, Assistant Secretary

Print Name/Title

95-3250682

Federal Employer I.D. No.

Notary Acknowledgments of  
CONTRACTOR must be attached

APPROVED AS TO FORM

  
\_\_\_\_\_  
City Attorney

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 7/16/12 before me, Victor M. Gonzalez, Notary Public  
Date Here Insert Name and Title of the Officer

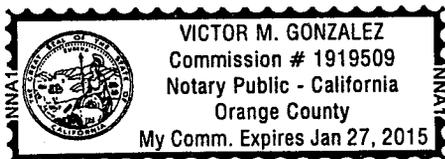
personally appeared Patrick Mahoney and Richard Mahoney  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Victor M. Gonzalez  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Town of Atherton - Agreement

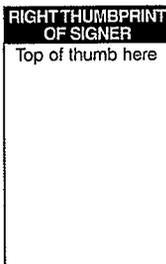
Document Date: July 16, 2012 Number of Pages: 8

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney

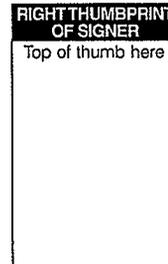
- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: West Coast Arborists, Inc.

Signer's Name: Richard Mahoney

- Individual
- Corporate Officer — Title(s): Asst. Secretary
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: West Coast Arborists, Inc.

EXHIBIT A  
**SPECIAL PROVISIONS/SCOPE OF WORK**

TOWN OF ATHERTON

Town Tree Maintenance Services

**100 - CONTRACT DOCUMENTS**

All work shall be governed by and done in accordance with the following contract documents:

- A. Those documents, numbers 1 through 14, listed in Section 1.01 of the Town of Atherton Standard Specifications.
- B. Plans entitled TREE MAINTENANCE CONTRACT, PROJECT NO. 56053, consisting of 38 sheets prepared by Streets Superintendent, these Special Provisions, Technical Specifications, and Addenda, if any.

Any and all work and requirements called for in any one or more of the above listed or referenced documents shall be deemed to be called for in all.

These Special Provisions shall govern over conflicting provisions and requirements of the Standard Specifications and Drawings.

In the event of any conflict, doubt, or questions arising with respect to the true meaning of the above listed documents, reference shall be made to the Street Superintendent and his decision shall be final.

**101 - GENERAL DESCRIPTION OF WORK**

The work of this Contract includes, but is not limited to, routine pruning, hazardous tree removal, and storm damage cleanup of City trees within the City limits of Atherton. Bids must be for the price per crew hour for performing tree work, which shall be inclusive of equipment and travel. The budget set forth for this project will be a maximum of \$60,000 dollars.

The unit price bid for each item shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the bid item.

## **102 - BEGINNING OF WORK**

The Contractor shall commence work within ten (10) working days following the date of the Town Superintendents Notice to Proceed.

## **103 - TERM OF SERVICE**

The initial term of the contract will be from the date of the Notice to Proceed, which will be issued within 15 days of Award of Contract by the City Council to and extending until June 30, 2013. The Town may cancel the contract or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving thirty days written notice to the Contractor. The Town reserves the right to renew the contract annually, by mutual consent, for up to three (3) successive one year periods.

## **104 - PUBLIC SAFETY AND CONVENIENCE**

1. Contractor will be responsible for traffic diversion, safety, and traffic control, including flagman when necessary for public safety. The Contractor shall maintain control of traffic on the roadways at all times.
2. Contractor shall furnish, erect, maintain and remove all signs, cones, barricades, bridges, lights, flashers and other items as directed by the Project Manager, or as are necessary for the safety of the general public.
3. The Contractor will not be permitted to have equipment or materials in the lanes open to traffic at any time unless permitted by the Superintendent.
4. The Contractor is cautioned that all personal vehicles and service equipment parking will be prohibited where it conflicts with safety, access, or flow of traffic. Personal vehicles and service equipment parking will be prohibited on all private lots without the owner's permission. During non-service periods (evenings, holidays, etc.), all work equipment, materials, and traffic control devices will be removed from the right-of-way and all traveled lanes shall be free of hazards and open to traffic unless a specific traffic control plan has been approved by the Project Manager for use during these time periods.
5. Contractor shall conduct all operations so as to cause the least possible obstruction and inconvenience to traffic and the general public.
6. The work area shall be kept sufficiently cleaned of all loose material produced by the operation so as not to raise an objectionable amount of dirt or dust. All dust

and debris resulting from the operation shall be promptly removed from the work site and disposed of properly.

7. Upon completion of all operations, the area shall be cleaned and returned to the condition which existed before the work was started.
8. The Contractor will be held responsible for all damage to surrounding vegetation, landscape and fixtures. The Contractor is responsible for promptly restoring any existing landscaping, repairing damaged sprinkler systems or replacing any existing improvements that were damaged or displaced as a result of his work.
9. Damage to any property shall be reported immediately to the Public Works Superintendent and to the property owner involved if applicable.
10. Damage to any private property, utility lines, or Town owned property during the performance of the work shall be repaired or replaced to the satisfaction of the Public Works Superintendent.

#### **105 - WORK CONDITIONS**

1. Contractor's work equipment, work procedures and training practices shall comply with ANSI 2133.1.
2. The citizens of Atherton are used to high-quality service performed with respect to their needs, wishes and concerns. All employees working on this project shall behave in a professional manner at all times. Discourtesy to or abusive treatment of residents or motorists will not be tolerated.
3. The Contractor shall prohibit the use of drugs or alcoholic beverages by all of his employees on the job. All employees shall be neatly and properly clothed.
4. No solicitation of private landscape or tree work by the Contractor or his employees while they are performing work under this contract will be allowed.
5. If any employee violates any of these provisions or appears to be incompetent, that person shall be discharged from working on the project.
6. The Town does not assume any liability from fire, theft, accident or any other cause resulting in damage or loss of Contractors supplies, materials or equipment, or of personal property of employees.
7. Equipment shall be suitable to produce the quality of work required and be maintained at all times in a satisfactory condition.
  - a. All tools shall be clean, sharp, in perfect working order, and checked by the contractor for safety before each working day.

- b. All trucks shall be in satisfactory operating condition, shall be professional in appearance, and in compliance with all applicable laws and regulations.

#### **106 - PERFORMANCE TIME AND NOISE CONTROL**

1. The successful responsible low bidder must be prepared to have a signed contract and all required certificates within five (5) days from the date of award of contract.
2. Time for performance shall start running on the first day of the next month after the date of the Notice to Proceed, and shall run continuously thereafter, excluding Saturdays, Sundays, and legal holidays, subject to such extensions and/or reductions as may from time-to-time during the course of the work be effectuated by change orders duly executed. No work shall be allowed on Saturdays, Sundays or the holidays of Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day except in the case of an emergency and with authorization from the Public Works Superintendent.
3. All work must be performed between 8:00 AM - 5:00 PM specifically Monday through Friday; no weekends or holidays, unless authorized by the Public Works Superintendent. All operations shall be conducted and all equipment constructed, maintained and operated in a manner that will not unduly disturb the public or violate Ordinance # 464 of the Atherton Municipal Code, relating to noise and hours of operation.
  - a. The contractor shall assume and plan for delays, such as inclement weather, and be prepared to complete work the next working day if feasible.

#### **107 - STOP WORK ORDER**

1. The Public Works Superintendent shall have the authority to suspend work on the project, either in whole or in part, for such period as he/she considers necessary for reasons including but not limited to the following:
  - a. Unsuitable weather.
  - b. Workmanship not in compliance with project specifications.
  - c. Lack of Supervision
  - d. Contractor's failure to carry out or to perform any requirement of the Contract.
  - e. Conditions which may be considered unfavorable for the health, safety, or welfare of the public.
  - f. Not enough work available to keep a crew in operation for a full 8 hour day.

## **108 - REJECTION/CORRECTION OF UNACCEPTABLE WORK**

1. The Town reserves the right to reject all work that does not meet specifications. Correction of such work shall be made within seven (7) working days of notification, at no cost to the Town, to the satisfaction of the Public Works Superintendent.
2. All work, and any corrective work required, shall include the provisions of all materials, equipment and apparatus not specifically mentioned in the specifications, but which are obviously necessary to complete the work hereunder.

## **109 - QUALITY CONTROL**

1. The contractor shall have its own quality control manager to assure the tree work areas performed under this contract are kept in a clean, healthy, well maintained state at all times.

## **110- MEASUREMENT AND PAYMENT**

### **SUMMARY**

- A. Payment for the various items in the bid schedule, as further specified herein, shall include full compensation to the Contractor for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in completing the various items of Work as shown on the Plans and in the Specifications.

Work not specifically set forth as a pay item in the Bidder's Bid proposal, but called for in the Service Agreement Specifications or necessary to meet the requirements of this Contract, shall be considered a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in the bid.

No separate payment will be made for any item that is not specifically set forth in the bid schedule except by change order and all costs therefore shall be included in the prices named in the bid schedule for the various appurtenant items of work.

### **INVOICING**

- A. The Contractor shall submit an invoice at the end of each calendar month for all work fully completed during that month. The invoice shall identify each crew and specify hours invoiced for each crew.
- B. The City will promptly review all invoices submitted by the Contractor. Any invoice that the City determines is not proper will be returned to the Contractor with a written explanation of the reasons for the City's determination. Any invoice that is properly submitted and undisputed by the City will be processed for payment and will be paid in full; retention will not be withheld.

111-

### **PERSONNEL AND EQUIPMENT REQUIREMENTS**

- A. Each crew shall include an ISA Certified Arborist, Certified Treeworker or equivalent approved by the Project Manager.
- B. Each crew shall include at least one climber.
- C. Personnel and equipment shall be qualified in accordance with all CalOSHA rules and regulations that apply to tree work.

Personnel and equipment shall meet all requirements of CalOSHA that apply to tree work near overhead electrical conductors.

- D. Each crew shall be equipped appropriately, generally with an aerial lift truck (55 feet working height and chipper body), disc chipper, chain saws, hand saws, pole pruners, pole saws, loppers, climbing and personal safety gear, traffic control signs and other equipment necessary to perform the work. A stump grinder may be exchanged for the brush chipper on an occasional basis per direction of the Project Manager.

112-

### **PRUNING STANDARDS**

- A. Pruning shall conform to the techniques and standards specified in the current edition of ANSI A300 (*Tree, Shrub and Other Woody Plant Maintenance - Standard Practices*).
- B. Climbing spurs shall not be used on any tree to be pruned except in an emergency situation (such as aerial rescue) or upon written authorization of the Project Manager.
- C. Pruning tools shall be sterilized with Lysol or equivalent approved by the Project Manager before and after pruning any elm tree.

### **GENERAL PRUNING SPECIFICATIONS**

- A. General pruning specifications shall apply to all pruning work.
- B. Limbs that are too heavy to safely support their own weight, whether due to their length, diameter, a weak crotch or structural defect, shall be lightened by thinning the end weight or heading back the ends. Where possible, thinning is preferred over heading back. Conserve inner foliage as much as possible by thinning and shortening.
- C. Crossing or crowded limbs or branches shall be thinned to improve the structure and symmetry of the canopy.
- D. Deadwood over 3/4 inch in diameter shall be removed.

- E. Final cuts six (6) inches or greater in diameter must be approved by the Project Manager.
- F. Structural defects, including weak crotches, splits, cracks, broken cables and decayed cavities, observed in a tree shall be reported to the Project Manager.
- G. Clearance of foliage shall be as follows:
  - 1. Clearance over traffic lanes and bike lanes shall be a minimum of fourteen (14) feet above pavement level unless otherwise specified.
  - 2. Clearance over private property shall be a minimum of ten (10) feet above ground level unless otherwise specified. Clearance from structures shall be a minimum of ten (10) feet, vertical and horizontal unless otherwise specified.
  - 3. Clearance from street lights shall conform to the Project Manager's request. Clearance from traffic signals, traffic signs and stop signs shall provide adequate sight line distances to the signals or signs.
  - 4. Clearance from electric service drops is necessary only when vegetation is placing a noticeable strain or abrasion on the line, or as required by the Project Manager.
- H. Structural pruning of young trees shall conform to the section on training young trees in the International Society of Arboriculture *Best Management Practices - Tree Pruning* (2002).
- I. Ivy growing on tree trunks shall be removed to ground level and one (1) foot laterally from the trunk at ground level. Cutting shall be done with hand tools and shall not damage the tree trunk.

**113- DEBRIS DISPOSAL**

- A. To minimize offensive noise, chippers shall not be run continuously. Chippers shall only be run at 15-20 minute intervals.
- B. Debris resulting from tree maintenance work (routine pruning, tree removal and storm damage cleanup) shall be sorted as chips and wood, and shall be removed from the work site daily.
- C. Clean chips shall be delivered to the compost area of Holbrook-Palmer Park or to other City facilities as directed by the Project Manager.
- D. Unchipped wood shall be cut into sections not to exceed eighteen (18) inches in any dimension and shall be disposed of as follows:
  - 1. Wood from a resident's property and requested by the resident shall be neatly stacked on the resident's property.

2. Wood not requested by the resident shall be delivered to a specified area of the Project Managers choosing (within Town limits).
- A. Wood taken from diseased Elm trees shall be taken to the dump site at the Street Departments Corporation Yard, or other location approved by the County Agricultural Commissioner and concurred upon by the Project Manager. No wood should be left overnight or where theft may occur. No Elm wood will be kept, sold or left for a resident or given away as firewood.

## **BID ITEM EXPLANATIONS**

### **BID ITEM 1 - TREE MAINTENANCE WORK**

- A. Measurement: This item will be measured on a per hour basis (to the nearest quarter hour) for each two (2) person crew on site. A crew is defined as follows; 2 tree workers with a truck capable of hauling/dumping chipped wood material and a self feeding wood chipper (see section 111). Upon mutual agreement, a stump grinder may be substituted for a wood chipper at no additional cost. On each two person crew, at least one of the workers will be a classified tree climber.

Time at the Municipal Service Center, job site(s) and travel time between job sites will be measured. Travel time to and from Atherton will not be measured. Lunchtime will not be measured.

- B. Payment: This item will be paid on a per hour basis (to the nearest quarter hour) for each two (2) person crew. A three (3) person crew, when approved and deemed appropriate by the Project Manager, will be paid at one and one-quarter times the rate of the two (2) person crew. Payment will include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in completing this item of work as shown on the Plans and in the Specifications. The City will not pay for non-productive time due to vehicle or equipment breakdowns, or lack of proper equipment to do the job. Overtime work shall only be authorized by the Project Manager

Payment shall begin from the time the crew arrives in Atherton and begins work and shall end upon departure from their jobsite/dumpsite. Travel time and lunch time shall be built into the bid price per hour by the contractor. For example, a normal day may have the tree crew arriving at 8am and departing at 3:30 pm. This will be billed as 7 hours actual work time (7.5 hours - .5 hours lunch). A few more examples as follows:

- A crew of 2 leaves their San Jose office at 7am, arrives in Atherton at 8:30 am, works until 12, has lunch and returns to their yard for a tailgate safety meeting at 1:15. Payment will be 3.5 crew hours (no pay for travel, lunch or tailgate meeting).
- A crew of 3 leaves their office at 7:30, arrives in Atherton at 8, begins work and breaks for lunch from 12-12:30. They then work from 12:30 to 3, dump

their load and head back for their yard at 3:30. They arrive in their yard at 4:00. If the crew rate was \$100 per hour, the total for the three man crew working 7 hours will be (\$125 hr x 7) \$875.

- CONTRACTOR and CONTRACTOR's subcontractors (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.

Contractor shall follow all laws and rules pertaining to notification of employees that this is a prevailing wage job and shall self-monitor the application of these rules.

- The Contractor shall supply a set of certified payroll records at the request of the City within 10 working days of such request for any/all time the Contractor has performed work for the city. Supplying these records will be at the expense of the contractor.

#### **BID ITEM 2 – OVERTIME (AFTER HOURS) WORK**

It is the purpose of this contract to use the low bidder as our on-call after hour's tree emergency professional. During an afterhours tree emergency, it shall be expected that the low bidder of this contract shall be able to respond to an afterhours call with 1.5 hours of contact.

Failure to respond within 1.5 hours can result in termination of the remainder of the service agreement for failure to perform under the terms of the Agreement. Contractor is to have sufficient resources to always be able to service the Town of Atherton during afterhours needs. Bid items #1 and #2 shall be totaled to be less than or equal to \$60,000.00 on an annual basis (the amount of money set forth for the 1<sup>st</sup> year of service).

## EXHIBIT "B"

### INSURANCE

A. Insurance Requirements. CONTRACTOR shall provide and maintain insurance, acceptable to TOWN, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives or employees. Town shall be listed as an additional insured on all liability coverage's, and evidence of such coverage shall be presented prior to commencing work under this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. CONTRACTOR shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of TOWN.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to CONTRACTOR's profession.

2. Minimum Limits of Insurance. CONTRACTOR shall maintain limits of insurance no less than:

(1) General Liability: \$2,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and omissions Liability: \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this section shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified mail, return receipt requested, has been given to TOWN.

2. General Liability Accident -- Mobile Liability Rates.

(1) TOWN and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONTRACTOR performs; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to TOWN, and their respective elected and appointed officers, officials, or employees.

(2) CONTRACTOR's insurance coverage shall be primary insurance with respect to TOWN, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by TOWN, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONTRACTOR 's insurance.

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

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to TOWN and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless TOWN otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against TOWN, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONTRACTOR.

C. Other Requirements. CONTRACTOR agrees to deposit with TOWN, at or before the effective date of this contract, certificates of insurance necessary to satisfy TOWN that the insurance provisions of this contract have been complied with. TOWN Attorney may require that CONTRACTOR furnish TOWN with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. TOWN reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONTRACTOR shall furnish certificates and endorsements from each subcontractor identical to those CONTRACTOR provides.

2. Any deductibles or self-insured retentions must be declared to and approved by TOWN. At the option of TOWN, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TOWN or its respective elected or appointed officers, officials, employees and volunteers or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.



**Town of Atherton  
Office of the City Manager  
91 Ashfield Road  
Atherton, California 94027  
Phone: (650) 752-0500  
Fax: (650) 614-1212**

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## Item 13

**Staff Report to Follow  
Separately**



## Town of Atherton

### **CITY COUNCIL STAFF REPORT – CONSENT CALENDAR**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: THERESA N. DELLASANTA, CITY CLERK**

**DATE: JUNE 19, 2013**

**SUBJECT: RESOLUTION TO REJECT CLAIM OF ERMINIA MEIER**

#### **RECOMMENDATION**

Adopt Resolution 13-xx denying the claim filed by Erminia Meier for damages.

#### **BACKGROUND**

Atherton resident Erminia Meier filed a claim for damage to her property from excessive water diverted onto her property. Ms. Meier did not include a damage amount. Through her Attorney she indicated her residential property sustained damage to a fence, trees and a denial of her use and enjoyment of her property.

ABAG inspected the loss location shortly after receiving the claim. The property is on the downside of the roadway. There was no visible damage observed during ABAG's tour of the street. Millennium Enterprises, Inc. was working on what appeared to be a private residence on the tract of land above Meier's property. ABAG did not observe any excessive water runoff during their inspection.

#### **FISCAL IMPACT**

Prepared By:

Approved:

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Theresa DellaSanta  
City Clerk

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George Rodericks, City Manager

Attachment: Resolution 13-xx rejecting the claim of Erminia Meier

**RESOLUTION 13-xx**  
**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON**  
**REJECTING THE CLAIM OF ERMINIA MEIER AND SENDING A NOTICE**  
**OF REJECTION LETTER**

[Re: claim for damages submitted by Erminia Meier]

**BE IT RESOLVED** by the City Council of the Town of Atherton that the August 8, 2012 claim filed by Erminia Meier is hereby rejected.

**DULY AND REGULARLY ADOPTED** this 19<sup>th</sup> day of June, 2013.

TOWN OF ATHERTON

\_\_\_\_\_  
Elizabeth Lewis, Mayor

ATTEST

\_\_\_\_\_  
Theresa N. DellaSanta, City Clerk



## Town of Atherton

### CITY COUNCIL STAFF REPORT – CONSENT CALENDAR

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: THERESA N. DELLASANTA, CITY CLERK**

**DATE: JUNE 19, 2013**

**SUBJECT: RESOLUTION TO REJECT CLAIM OF DELONA ZINN**

#### **RECOMMENDATION**

Adopt Resolution 13-xx denying the claim filed by DeLona Zinn for damages.

#### **BACKGROUND**

DeLona Zinn was traveling on Valparaiso between Delfino and Orange when her vehicle ran over a broken manhole cover flattening her tire. We spoke to Ms. Zinn who stated she was assisted at the scene by Menlo Park employees. However, when she contacted the City of Menlo Park, she was directed to CalTrans who directed her to the Town of Atherton.

Ms. Zinn's 2010 Mercedes Benz sustained damage to its right front tire/wheel and suspension. Autobahn Motors repaired her vehicle at a cost of \$2,438.30.

ABAG looked up the intersections of Valparaiso Avenue/Delfino Way and Valparaiso Avenue/Orange Avenue online and the searches indicated the locations are in Menlo Park. The Town's Engineer confirmed that the loss location is indeed Menlo Park by verifying it with a County GIS map.

#### **FISCAL IMPACT**

Prepared By:

Approved:

\_\_\_\_\_  
Theresa DellaSanta  
City Clerk

\_\_\_\_\_  
George Rodericks, City Manager

Attachment: Resolution 13-xx rejecting the claim of DeLona Zinn

**RESOLUTION 13-xx**  
**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON**  
**REJECTING THE CLAIM OF DELONA ZINN AND SENDING A NOTICE OF**  
**REJECTION LETTER**

[Re: claim for damages submitted by Delona Zinn]

**BE IT RESOLVED** by the City Council of the Town of Atherton that the April 18, 2013 claim filed by Delona Zinn is hereby rejected.

**DULY AND REGULARLY ADOPTED** this 19<sup>th</sup> day of June, 2013.

TOWN OF ATHERTON

\_\_\_\_\_  
Elizabeth Lewis, Mayor

ATTEST

\_\_\_\_\_  
Theresa N. DellaSanta, City Clerk



## Town of Atherton

### CITY COUNCIL STAFF REPORT – CONSENT CALENDAR

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: THERESA N. DELLASANTA, CITY CLERK**

**DATE: JUNE 19, 2013**

**SUBJECT: APPROVE RESOLUTIONS TO REJECT CLAIM OF NAMITA DALAL,  
RUPAL DALAL, AND ASHKOK BHAT**

#### **RECOMMENDATION**

Adopt Resolutions denying three separate claims filed by Namita Dalal, Rupal Dalal, and Ashkok Bhat for damages.

#### **BACKGROUND**

A southbound vehicle on El Camino Real struck pedestrians Namita Dalal and Rupal Dalal while they crossed El Camino Real crosswalk. Both pedestrians sustained major injuries. Ashkok Bhat is married to Rupal Dalal. He has filed a claim for loss of consortium.

The intersection of El Camino Real and Isabella Avenue is a “T” intersection. Isabella Avenue starts at the west edge of El Camino Real. There is a crosswalk on the south side of the intersection. There are three lanes in the southbound direction of El Camino Real. There are no traffic controls for El Camino Real. A “STOP” sign controls Eastbound Isabella Avenue. The posted speed limit on El Camino Real is 45 miles per hour. There are “yield to pedestrian signs on the shoulder and median of El Camino Real.

El Camino Real is SR-82 and falls under the jurisdiction of the State of California. The Town and CalTrans have entered into a maintenance agreement where the Town is responsible for the following:

Cleaning, maintaining and repairing curbs, sidewalks and other appurtenances between the roadbed and the outer highway right-of-way boundary line

Weed/brush control; pest control; tree trimming and removal  
Removal of litter and debris from the roadway surfaces and roadside  
Watering, fertilizing, removal and trimming of trees and shrubs and control of weeds in planted areas  
Maintenance on highway electrical facilities, including traffic signals

Liability against the Town is denied. The claims state that the claimants believe “either the state of California, County of San Mateo or the City of Atherton owned, operated, designed constructed, maintained, inspected, repaired, and controlled this intersection, including the roadway, crosswalk and approach where this motor vehicle versus pedestrians collision occurred, as well as the surrounding area.” We believe this to be “boiler plate” language that is inserted to create some issue for the potential plaintiffs to base a cause of action in a lawsuit, but that in reality there is no action or inaction that occurred that was negligence on the part of the Town.

The potential Town involvement with El Camino Real is limited to the action delegated to it in the Maintenance Agreement.

Staff recommends the Town reject all three claims as El Camino Real is under the jurisdiction of CalTrans. A Non-Jurisdiction/Notice of Rejection will be sent to each claimant through their Attorney.

**FISCAL IMPACT**

Prepared By:

Approved:

\_\_\_\_\_  
Theresa DellaSanta  
City Clerk

\_\_\_\_\_  
George Rodericks, City Manager

Attachment: Resolution 13-xx rejecting the claims of Namita Dalal, Rupal Dalal, and Ashkok Bhat

**RESOLUTION 13-xx**  
**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON**  
**REJECTING THE CLAIM OF NAMITA DALAL AND SENDING A NOTICE OF**  
**REJECTION LETTER**

[Re: claim for damages submitted by Namita Dalal]

**BE IT RESOLVED** by the City Council of the Town of Atherton that the claim filed by Namita Dalal with a loss date of September 30, 2012 is hereby rejected.

**DULY AND REGULARLY ADOPTED** this 19<sup>th</sup> day of June, 2013.

TOWN OF ATHERTON

\_\_\_\_\_  
Elizabeth Lewis, Mayor

ATTEST

\_\_\_\_\_  
Theresa N. DellaSanta, City Clerk

**RESOLUTION 13-xx**  
**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON**  
**REJECTING THE CLAIM OF RUPAL DALAL AND SENDING A NOTICE OF**  
**REJECTION LETTER**

[Re: claim for damages submitted by Rupal Dalal]

**BE IT RESOLVED** by the City Council of the Town of Atherton that the claim filed by Rupal Dalal with a loss date of September 30, 2012 is hereby rejected.

**DULY AND REGULARLY ADOPTED** this 19<sup>th</sup> day of June, 2013.

TOWN OF ATHERTON

\_\_\_\_\_  
Elizabeth Lewis, Mayor

ATTEST

\_\_\_\_\_  
Theresa N. DellaSanta, City Clerk

**RESOLUTION 13-xx**  
**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON**  
**REJECTING THE CLAIM OF ASHKOK BHAT AND SENDING A NOTICE OF**  
**REJECTION LETTER**

[Re: consortium claim submitted by Ashkok Bhat]

**BE IT RESOLVED** by the City Council of the Town of Atherton that the claim filed by Ashkok Bhat with a loss date of September 30, 2012 is hereby rejected.

**DULY AND REGULARLY ADOPTED** this 19<sup>th</sup> day of June, 2013.

TOWN OF ATHERTON

\_\_\_\_\_  
Elizabeth Lewis, Mayor

ATTEST

\_\_\_\_\_  
Theresa N. DellaSanta, City Clerk



## Town of Atherton

### **CITY COUNCIL STAFF REPORT – CONSENT CALENDAR**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: ROBERT BARRON III, FINANCE DIRECTOR**

**DATE: JUNE 19, 2013**

**SUBJECT: ADOPTION OF THE APPROPRIATIONS LIMITS FOR FY 2013-14**

#### **RECOMMENDATION**

Adopt Resolution 13-xx setting the Appropriation Limit for FY 2013-14 at \$11,255,965.

#### **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 2013-14 limit using the percentage change in population and the cost of living provided by the State Department of Finance. The limit for 2013-14 is \$11,255,965. 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 2013-14

#### **FISCAL IMPACT**

None

Prepared by:

Approved by:

\_\_\_\_\_  
Robert Barron III, Finance Director

\_\_\_\_\_  
George Rodericks, City Manager

Attachment: Resolution Adopting the Appropriation Limit for FY 2013-14

Appropriation Spending Limit Calculation Worksheet

<b>Town of Atherton</b>			
<b>APPROPRIATIONS SPENDING LIMIT</b>			
<b>Prop 4 - Gann Limit FY 2013-14</b>			
Schedule 1: Calculation of Spending Limit			
Last Year's Limit (FY 2012-13)		10,764,282	
Prior Year Parcel Tax Adjustment		(2,797,500)	
Adjusted Last Year's Limit (FY 2013-14)		7,966,782	
Adjustment Factors:			
A. Population (County)	1.0109		
C. Inflation	1.0512		
A times C	1.0627		
Total Adjustment (Percent)	6.27%		
Total Adjustment (Dollars)		499,183	
Other Adjustments:			
Parcel Tax Adjustment (+)		2,790,000	
New Appropriation Limit for Fiscal Year 2013-14		<u>11,255,965</u>	
Schedule 2: Appropriations Compared to Limit			
Proceeds from Taxes	(Schedule 3)	10,139,468	
Appropriations Subject to Limit FY 2013-14		<u>10,139,468</u>	
Appropriations Limit for FY 2013-14		11,255,965	
Amount under Appropriations Limit		<u>1,116,496</u>	
Franchise Fees		770,865	770,865
Development Fees/Permits		1,643,465	1,643,465
Fines & Forfeiture		56,100	56,100
Fees for Services		70,788	70,788
Rentals		129,318	129,318
Miscellaneous		52,753	52,753
	10,087,455	2,770,719	12,858,174
Interest Income	52,013	14,287	66,300
<b>Total</b>	<b>10,139,468</b>	<b>2,785,006</b>	<b>12,924,474</b>

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON ESTABLISHING THE APPROPRIATIONS LIMIT  
FOR FISCAL YEAR 2013-2014 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 2013-14, 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 2013-14 shall be and is hereby set in the amount of **\$11,255,965** 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 19th day of June, 2013, by the following vote:*

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

\_\_\_\_\_  
Elizabeth Lewis, MAYOR  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William Conners, City Attorney



## Town of Atherton

### **CITY COUNCIL STAFF REPORT – CONSENT AGENDA**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: ROBERT BARRON III, FINANCE DIRECTOR**

**DATE: JUNE 19, 2013**

**SUBJECT: ADOPTION RESOLUTION ASSESSING A SPECIAL TAX FOR  
MUNICIPAL SERVICES FOR THE FISCAL YEAR 2013-2014**

#### **RECOMMENDATION**

Adopt a resolution assessing a special tax for municipal services for the Fiscal Year 2013-2014.

#### **BACKGROUND**

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 2013-2014 budget to be approved by Council on June 19, 2013, includes parcel tax revenue of \$1,860,000. Based on Council policy of allocating 60% of parcel tax fund for police services and 40% to capital improvement program (CIP), staff allocated \$1,116,000 to police services and \$744,000 to the CIP. The Parcel Tax is a vital revenue source for maintaining current levels in public safety and current funding levels in much needed capital projects. Without these funds the Town would be required to expend from unallocated General Fund or Reserves.

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, FY 2011-2012 and FY 2012-2013

**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 2013 and April 2014.

Prepared by:

Approved by:

\_\_\_\_\_  
Robert Barron III, Finance Director

\_\_\_\_\_  
George Rodericks, City Manager

Attachment: Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN OF ATHERTON  
ASSESSING A SPECIAL TAX FOR MUNICIPAL SERVICES  
FOR THE FISCAL YEAR 2013-2014**

**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 19th day of June, 2013, by the following vote:*

*AYES:  
NOES:  
ABSENT:  
ABSTAIN:*

ATTEST:

\_\_\_\_\_  
Elizabeth Lewis, Mayor  
TOWN OF ATHERTON

\_\_\_\_\_  
Theresa N. DellaSanta  
Deputy City Clerk

APPROVED TO FORM:

---

William Conners, City Attorney

**EXHIBIT “A”**

**2013-2014 SPECIAL TAX RATE  
FOR MUNICIPAL SERVICES**

Within the 2013-2014 annual budget is a revenue estimate of \$1,860,000 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.



## ITEM 19

**Town of Atherton**  
**Office of the City Manager**  
**91 Ashfield Road**  
**Atherton, California 94027**  
**Phone: (650) 752-0500**  
**Fax: (650) 614-1212**

---

**TO:** Honorable Mayor and Members of the City Council

**FROM:** George J. Rodericks, City Manager

**DATE:** June 19, 2013

**SUBJECT: Recommended Operating Budget for FY 2013-2014**

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---

It is my pleasure to present the attached balanced Annual Operating Budget for FY 2013-2014 for the Town of Atherton.

The Finance Committee met on May 9, 2013 to review the proposed budget for FY 2013-2014 along with the five-year projections. Following the Finance Committee meeting, the City Council held its Budget Workshop on May 20, 2013 followed by a Goal Setting Workshop on May 28 and 29, 2013.

In broad summary, the Town continues to be self-reliant and we consistently budget revenues and expenditures conservatively. In FY 2013-2014, we will receive General Fund revenues totaling more than \$10.8 million balanced against General Fund Operational expenditures of \$10.4 million. This leaves a projected year-end positive balance in the General Fund of \$8.1 million (before transfers to and from other funds) and a single-year revenue surplus of \$363,507 for the current fiscal year.

In terms of total revenue projected for all Town funds (General, Library, Special Revenue, Capital Improvement, Parcel Tax, and Internal Service), we estimate \$16 million balanced against total expenditures for all funds of \$14.1 million.

The FY 2013-2014 Budget projects a healthy outlook on current and future year finances. However, the Town remains dependent on two primary revenues sources: Property Taxes and the Special Parcel Tax. These two revenue sources represent \$8.7 million in revenue and eighty percent (80%) of the Town's revenue budget. Significant negative changes in either of these two revenue sources would have a significant affect on the Town's ability to provide services to the community and would create an ongoing structural deficit. Additionally, within the \$7.6 million in property tax revenue is \$700,000 in Educational Revenue Augmentation Fund (ERAF) revenue. This revenue is consistently a target of the State year after year as they seek to balance the budget at the State level.

## Recommended Operating Budget

FY 2013-2014

Page 2 of 10

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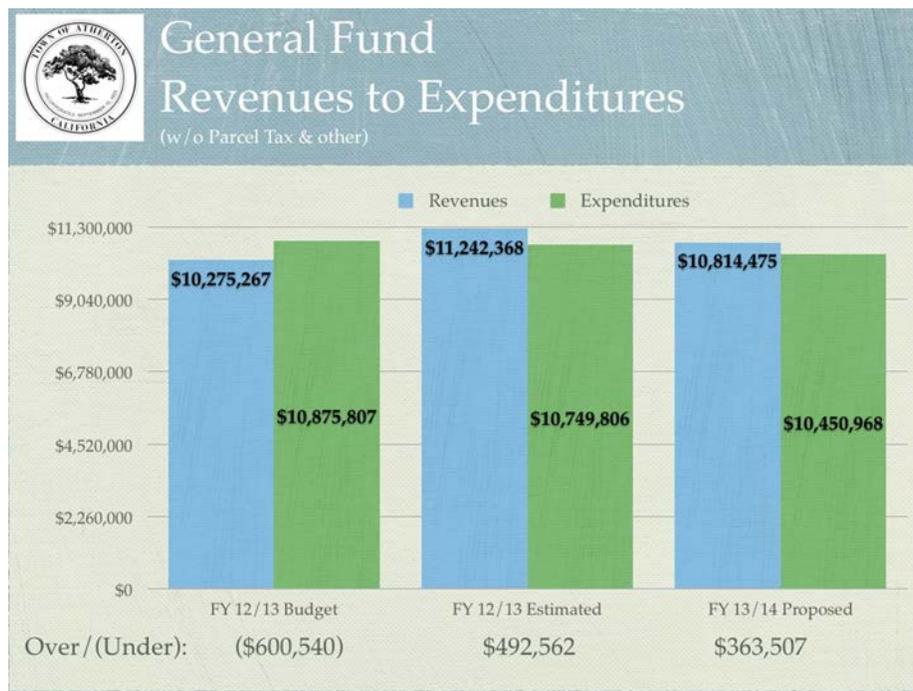
Following is a fund-by-fund revenue and expenditure summary of the proposed budget.

## GENERAL FUND

**REVENUES** – It is anticipated that the General Fund will generate an estimated \$10.8 million in current year revenues. This amount is \$539,208 more than the FY 2012-2013 approved budget and \$427,893 less than the actual revenues received in 2012-2013. This represents a 5% increase in revenues as compared to the FY 2012-2013 Budget.

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**REVENUES** – In 2009, residents authorized the continued collection of the Special Parcel Tax. Revenue from the Parcel Tax is split 60% to front line law enforcement and 40% to capital infrastructure. Revenue from the Parcel Tax is projected stable at \$1.858 million per year. The revenue provided by the Parcel Tax is split \$1,116,000 to law enforcement services and \$743,200 to capital projects. Without this revenue, the Town would be required to expend this amount from the Town’s unallocated General Fund or Reserves to maintain current service levels in public safety and current funding levels within the Capital Projects budget.

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**REVENUES** –The Capital Improvement Fund will generate new revenue of \$1,774,300. Of this amount, \$744,000 is attributable to the Special Parcel Tax. The remaining revenue comes from various funding sources such as Measure M, Measure A, and Gas Tax.

## **Recommended Operating Budget**

**FY 2013-2014**

**Page 4 of 10**

**EXPENDITURES** – Capital Improvement expenditures in FY 2013-2014 total \$2,079,948 million. As mentioned earlier, the Town will fund various capital projects, to include, but not limited to, traffic safety projects, pavement management projects, bridge inspection program, Marsh Road Retaining Wall Project, Master Plan Improvements, and others. Explained in detail within the budget, the following are major project expenditures: Streets and Lights - Street Sealing Program - \$350,000, Pedestrian Traffic Signal - \$135,000 and Street Patching Program - \$100,000, Series Street Light Program - \$150,000; Drainage - Roadside Drainage Improvements - \$100,000, Marsh Road Retaining Wall Repair - \$210,000; and Master Plans - Civic Center Master Plan - \$150,000.

Lastly, 2013-2014 expenditures include miscellaneous projects totaling \$405,000, such as bike/ped master plan, accessibility improvements, bridge inspection and repair, channel monitoring, traffic control devices, and facility repairs.

## **OTHER RESTRICTED FUNDS**

**TENNIS FUND** – This fund accounts for expenditures related to the maintenance and upkeep of the Tennis Program. Revenues total \$8,400 against expenditures of \$22,000. Presently, there is a fund balance of \$25,102 against which the funding deficit will be drawn.

**EQUIPMENT REPLACEMENT FUND** – The FY 2013-2014 Equipment Replacement Fund includes the purchase/replacement of miscellaneous furniture, equipment, computers, software, and vehicles across the various departments. Revenue to this fund comes through depreciated charges to each department for the respective asset. FY 2013-2014 revenue totals \$138,480. Expenditures for FY 2013-2014 totals \$176,980. The primary purchases through this Fund are vehicles, totaling \$70,000, and carryover for the phone system replacement at \$48,000.

**WORKERS' COMPENSATION FUND** – The FY 2013-2014 Workers' Compensation Fund tracks expenditures for Workers' Compensation expenses across the various departments. Each department is charged an allocation of the expense based on personnel within each department. Revenues to the Fund total \$119,469. Expenditures for FY 2013-2014 total \$196,184 and include the final year of surcharge under contract.

**GENERAL LIABILITY FUND** – The FY 2013-2014 General Liability Fund tracks expenditures for General Liability Insurance Coverage for the Town. Expenditures within this fund total \$310,526 and are directed to general liability insurance employment practice insurance, and the Town's self-insured retention.

**EMPLOYEE BENEFITS FUND** – The Employee Benefits Fund tracks expenditures across the various departments for employment benefits, unemployment benefits, retirement benefits, and healthcare benefits. Revenue to the fund comes through charges throughout each departmental budget based on personnel within each department. Revenues to the Fund for FY 2013-2014 total \$687,945. Expenditures for FY 2013-2014 total \$634,288.

## **MAJOR FISCAL CHANGES**

Major Fiscal Changes notes areas of the budget where there are significant variances, positive or negative, and highlights those areas where staff will return for potential amendment based on the Budget and Goals Workshop. A Major Fiscal Change is a variance of more than 10% in any line item resulting in a swing of more than \$10,000. By Department, Major Fiscal Changes in the FY 2013-2014 are:

### **City Council – Overall Departmental Budget 40% Increase (\$24,068)**

- Relocation of Election Cost from Intergovernmental department | Increase of \$15,000
- Relocate High Speed Rail PR / other government relations from Intergovernmental department | Increase of \$10,000
- Office furniture | Decrease of \$8,400

### **Administration – Overall Departmental Budget Reduction of 3.9% (-\$26,179)**

- Salaries – Salaries within the Administration Department were adjusted to reflect the 3.5% share of the pension obligation (new for FY 2013-2014), a full year of the City Manager's salary and changes to the base City Clerk salary – both carry overs from the current fiscal year. | Increase of \$54,382
- PERS Employee Retirement Contribution – elimination of the employer payment of the employee share of the pension obligation. | Decrease of \$22,317
- Elimination of unemployment costs. | Decrease of \$10,388
- Reduction in Labor Relations costs related to employee negotiations. | Decrease of \$15,000
- Reduction in contract human resources costs. | Decrease of \$15,000
- Reduction in contract risk management costs. | Decrease of \$10,000
- Decrease in general other contract services. | Decrease of \$18,137

### **City Attorney – No Changes**

- None

## **Recommended Operating Budget**

**FY 2013-2014**

**Page 6 of 10**

### **Finance – Overall Departmental Budget Reduction of 10.6% (-\$72,524)**

- Salaries – Adjusted to reflect the 3.5% share of pension obligation (new for FY 2013-2014), Inclusion of full pay for the Finance Technician position. | Increase of \$14,259
- PERS Employee Retirement Contribution – elimination of the employer payment of the employee share of the pension obligation. | Decrease of \$20,080
- Reduction in Health Insurance Costs. | Decrease of \$14,465
- Elimination of contract services (Finance Officer). | Decrease of \$35,000
- Elimination of contract services (Account Temps). | Decrease of \$17,000

### **Planning Department – Overall Departmental Budget Increase of 21.4% (+\$40,000)**

- Housing Element Update – rollover of some funding from the 2012-2013 year and addition of participation in the C|CAG Housing Element Update process for RHNA Cycle 5. | Increase of \$40,000

### **Building Department – Overall Departmental Budget Reduction of 13.6% (-\$175,072)**

- Reduction in Health Insurance costs. | Decrease of \$40,901
- Reduction in unemployment costs. | Decrease of \$25,627
- Reduction in contract plan review services (pre-2011). | Decrease of \$66,432
- Reduction in contract inspection costs (pre-2011). | Decrease of \$12,000
- Increase in Contract Building & Life Safety Services (based on estimated revenues for FY 2013-2014. | Increase of \$34,262
- Increase in Microfilms (pre-2008 digitization). | Increase of \$11,000
- Increase in Computer Equipment/Software (digitation of hard-copy plans from 2008 forward). | Increase of \$18,363
- Decrease in Facilities Construction Fund Transfer. | Decrease of \$80,000

### **Interdepartmental – Overall Departmental Budget Reduction of 27.3% (-\$209,447)**

- Reduction of Other Contract Services (elimination of Master Fee Study costs). | Decrease of \$80,000

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## Recommended Operating Budget

FY 2013-2014

Page 7 of 10

- Reduction of Contribution to prior year Solid Waste Franchise. | Decrease of \$84,333
- Decreased due to budget relocated to City Council | Decrease of \$31,407

### **Police Department – Overall Departmental Budget Increase of 3% (+\$162,502)**

- Increase in salary costs due to a partial adjustment for the 3.5% share of pension obligation; and the addition of two sworn positions beginning January 1. | Increase of \$239,181
- Reduction in Overtime Budget costs. | Decrease of \$40,000
- Reduction in vacation/compensated time payouts. | Decrease of \$20,000
- Increase in Employer Pension Obligation costs. | Increase of \$55,054
- PERS Employee Retirement Contribution – reduction of the employer payment of the employee share of the pension obligation. | Decrease of \$20,786
- Increase in Health Insurance Costs (Active). | Increase of \$67,353
- Reduction in Health Insurance Cost (Retirees). | Decrease of \$148,763
- Increase in Workers' Compensation Costs (current year impact). | Increase of \$44,584
- Decrease in Vehicle Maintenance Costs. | Decrease of \$25,000
- Decrease in Recruitment Costs. | Decrease of \$20,600
- Increase in the Transfer to the Equipment Replacement Fund (depreciation of vehicle costs). | Increase of \$11,680
- Decrease in Oil and Gas costs. | Decrease of \$10,000
- Decrease in Disaster/Emergency Allocation. | Decrease of \$20,000
- Increase in vehicle/accessories costs. | Increase of \$12,000

### **Public Works Department – Overall Departmental Budget Reduction of 3% (-\$43,227)**

- Increase in salary costs due to the adjustment of the 3.5% share of pension obligation. | Increase of \$10,590
- PERS Employee Retirement Contribution – reduction of the employer payment of the employee share of the pension obligation. | Decrease of \$15,314

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## Recommended Operating Budget

FY 2013-2014

Page 8 of 10

- Reduction in Health Insurance Cost (Retirees). | Decrease of \$76,487
- Decrease in unemployment costs. | Decrease of \$23,615
- Increase in Contract DPW Maintenance Services. | Increase of \$31,660
- Decrease in Contract Tree Maintenance Services. | Decrease of \$22,500
- Decrease in Building Improvement Costs. | Decrease of \$14,000
- Increase in Equipment Replacement Fund for additional equipment (depreciation of equipment costs). | Increase of \$22,000

Comparatively, total Operating Expenditures were reduced by 3.9% from the initial FY 2012-2013 Budget (-\$428,839) and 2.8% from Revised Mid-Year Budget (-\$298,837).

Should the City Council desire changes to the Proposed Budget, staff will return in July/August 2013 with Staff Report and Budget Amendment to reflect any modifications. Through the budget workshop and follow-up conversations, staff has already been advised of the following requests for consideration and will return with recommendations in July/August:

- **Increase the hours of Code Enforcement** – Staff will return in July/August with a Report on the recommended hours of increase and the cost connected thereto for consideration as a budget amendment.
- **Add an Allocation for Emergency Preparedness Support** – Staff will return in July/August with a Report on the suggested amount for General Emergency Preparedness Support as well as a budget amendment for the Council's consideration.
- **Increase Maintenance at the Park and for Town Right of Way** – Staff will return in July/August with a Report on the recommendations for increased service level and the cost connected thereto for consideration as a budget amendment.
- **Allocate Funds for the Civic Center Master Plan** – Staff will return in July/August with a Report and Budget amendment based on the pending selection and negotiation with the selected vendor for the Civic Center Master Plan.

Other special requests or desired changes would be handled similarly.

## RESERVE POLICIES AND LONG-TERM LIABILITIES

The Town's Reserve Policy requires a set aside of 15% of the annual General Fund operating expenditures for emergency contingencies. Beyond this 15%, the Council has established a total General Fund unassigned fund balance requirement of 20%. In total, this represents a 35% reserve requirement. In addition to these stated reserves, the Town also has a Building Department Contingency for operation of the Building. The FY 2013-2014 Budget meets these reserve requirements.

**In dollars, for FY 2013-2014, the Town's Reserves are:**

15% Emergency Reserve - \$1,567,645

20% Unassigned Reserve - \$2,090,194

Building Contingency - \$411,802

Beyond these reserves, at the end of FY 2013-2014 Budget also shows an unallocated remaining General Fund balance of \$4,895,238. During the May 9 Finance Meeting and the May 20 Budget Workshop staff presented and discussed the 5-Year Financial Forecast. The forecast projected operational revenues and expenses over a 5-Year window. Assumptions within the 5-Year Forecast showed property tax revenues at a 3% increase, ERAF and parcel tax revenue flat, and expenditures between 2% and 3%.

The result of the forecast was general growth of the Town's unallocated remaining General Fund balance over the course of that 5-Year period. Staff advised the Finance Committee and Council that this balance could be allocated in one or all of three ways:

1) Pay Down Pension and Other Post Employment Benefit (OPEB) liabilities

- a. The 5-Year Financial Forecast includes a suggested contribution to internally created side fund to pay down the Town's outstanding OPEB liability in addition to the budgeted amounts for the annual required contribution (ARC). The projected allocation within the forecast is set to a 10-Year funding horizon. In addition, the Forecast includes a contribution toward a reserve to help the Town meet its obligations should CalPERS make significant adjustments in the rate of required contribution and/or its discount rate.
- b. At the Council Workshop on May 20, the Council directed that the Finance Committee evaluate alternatives for this option and provide the Council with a recommendation. It is anticipated that the Finance Committee will discuss this

## Recommended Operating Budget

FY 2013-2014

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issue at an upcoming agenda and conduct an analysis of alternatives to present to the Council in the coming months.

- c. Allocation of the amounts within the 5-Year Financial Forecast are not mandatory and if not made would result in a higher unallocated remaining General Fund balance at year-end. The allocations do not impact the FY 2013-2014 Recommended Operating Budget.
- 2) Contribute toward Capital Projects
    - a. The Council could allocate additional General Fund monies toward Capital Projects to accelerate or identify and complete key projects.
  - 3) Increase the mandatory reserve
    - a. The Council could increase the 20% reserve requirement to 35% in order to maintain a minimum 50% operational reserve.

It is recommended that the Finance Committee evaluate all three options or a combination thereof and make a recommendation to the City Council in the coming months. For now, the Budget and Forecast meets and exceeds the minimum mandatory reserve requirements.

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## CONCLUSION

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In summary, recommended General Fund expenditures total \$10.4 million against a General Fund revenue of \$10.8 million. As the budget is currently proposed, it is anticipated that the General Fund balance at the end of FY 2013-2014 will total \$9.2 million, after transfers to and from other funds.

I would like to commend staff's hard work developing this document. Each year, staff develops a budget that balances community priorities, identified revenue sources, and fiscal conservativeness to ensure that the Town's fiscal independence continues. Key staff members consistently provide the input necessary to develop a successful budget. These staff members include: City Clerk Theresa DellaSanta, Police Chief Ed Flint, Public Works Superintendent Steve Tyler, Deputy Planner Lisa Costa Sanders, Community Services Director Mike Kashiwagi, and City Engineer Gordon Siebert.

Special recognition is always due to the Finance Department led by Finance Director Robert Barron. Atherton is fortunate to have such professional and dedicated staff all of whom recognize the uniqueness of the community and feel as strong about preserving Atherton as someone who has lived here all their life.

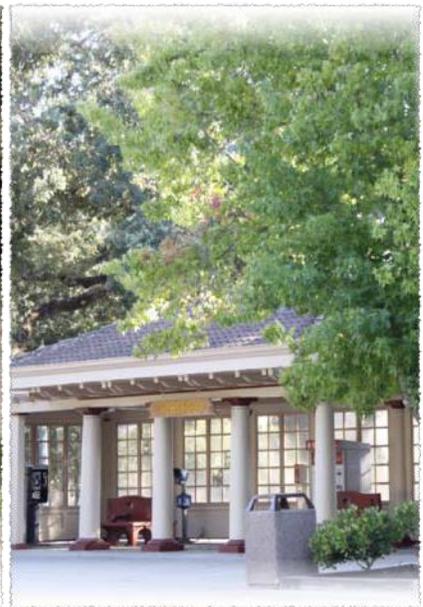
GJR

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ANNUAL  
BUDGET

2013-2014

TOWN OF  
ATHERTON



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**TOWN OF  
ATHERTON, CALIFORNIA**

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**PROPOSED       ADOPTED**

**BUDGET FISCAL YEAR 2013-2014**

# Mission Statement

The Town of Atherton is committed to providing exceptional public safety and municipal services in a professional and fiscally responsible manner preserving our rural heritage.

## We Believe:

- that the business of government must be conducted with the utmost in transparency, accountability, integrity, and professionalism;
- that providing an environment of open decision-making, together with clear communication, honors the public trust;
- that the Atherton community deserves personalized and professional public service that is built on equitable treatment, openness, respect, and civility;
- that through teamwork, unity, and collaboration we can provide a welcoming approach to democracy;
- that fiscal responsibility, accountability, and stability are important facets of good government;
- and that visionary leadership includes both a well-informed electorate and well-informed town officials working toward a goal of effective and efficient town operation

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Section A

INTRODUCTION

CITY MANAGER'S LETTER



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**FROM:** George J. Rodericks, City Manager

**DATE:** June 19, 2013

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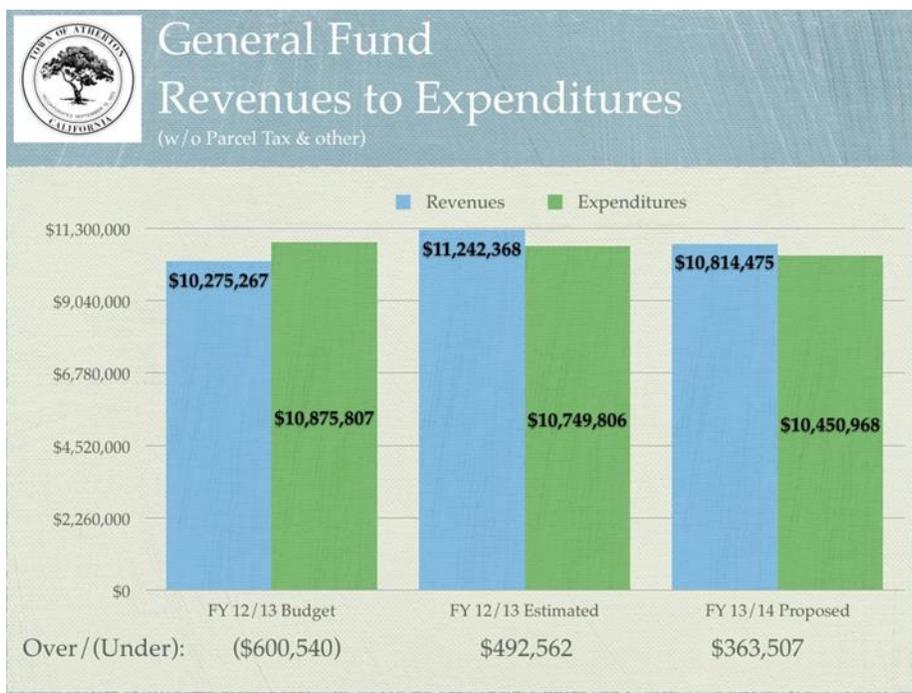
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## OTHER RESTRICTED FUNDS

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**TENNIS FUND** – This fund accounts for expenditures related to the maintenance and upkeep of the Tennis Program. Revenues total \$8,400 against expenditures of \$22,000. Presently, there is a fund balance of \$25,102 against which the funding deficit will be drawn.

**EQUIPMENT REPLACEMENT FUND** – The FY 2013-2014 Equipment Replacement Fund includes the purchase/replacement of miscellaneous furniture, equipment, computers, software, and vehicles across the various departments. Revenue to this fund comes through depreciated charges to each department for the respective asset. FY 2013-2014 revenue totals \$138,480. Expenditures for FY 2013-2014 totals \$176,980. The primary purchases through this Fund are vehicles, totaling \$70,000, and carryover for the phone system replacement at \$48,000.

**WORKERS' COMPENSATION FUND** – The FY 2013-2014 Workers' Compensation Fund tracks expenditures for Workers' Compensation expenses across the various departments. Each department is charged an allocation of the expense based on personnel within each department. Revenues to the Fund total \$119,469. Expenditures for FY 2013-2014 total \$196,184 and include the final year of surcharge under contract.

**GENERAL LIABILITY FUND** – The FY 2013-2014 General Liability Fund tracks expenditures for General Liability Insurance Coverage for the Town. Expenditures within this fund total \$310,526 and are directed to general liability insurance employment practice insurance, and the Town's self-insured retention.

**EMPLOYEE BENEFITS FUND** – The Employee Benefits Fund tracks expenditures across the various departments for employment benefits, unemployment benefits, retirement benefits, and healthcare benefits. Revenue to the fund comes through charges throughout each departmental budget based on personnel within each department. Revenues to the Fund for FY 2013-2014 total \$687,945. Expenditures for FY 2013-2014 total \$634,288.

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## **MAJOR FISCAL CHANGES**

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Major Fiscal Changes notes areas of the budget where there are significant variances, positive or negative, and highlights those areas where staff will return for potential amendment based on the Budget and Goals Workshop. A Major Fiscal Change is a variance of more than 10% in any line item resulting in a swing of more than \$10,000. By Department, Major Fiscal Changes in the FY 2013-2014 are:

**City Council – Overall Departmental Budget 40% Increase (\$24,068)**

- Relocation of Election Cost from Intergovernmental department | Increase of \$15,000
- Relocate High Speed Rail PR / other government relations from Intergovernmental department | Increase of \$10,000
- Office furniture | Decrease of \$8,400

**Administration – Overall Departmental Budget Reduction of 3.9% (-\$26,179)**

- Salaries – Salaries within the Administration Department were adjusted to reflect the 3.5% share of the pension obligation (new for FY 2013-2014), a full year of the City Manager's salary and changes to the base City Clerk salary – both carry overs from the current fiscal year. | Increase of \$54,382
- PERS Employee Retirement Contribution – elimination of the employer payment of the employee share of the pension obligation. | Decrease of \$22,317
- Elimination of unemployment costs. | Decrease of \$10,388
- Reduction in Labor Relations costs related to employee negotiations. | Decrease of \$15,000
- Reduction in contract human resources costs. | Decrease of \$15,000
- Reduction in contract risk management costs. | Decrease of \$10,000

- Decrease in general other contract services. | Decrease of \$18,137

**City Attorney – No Changes**

- None

**Finance – Overall Departmental Budget Reduction of 10.6% (-\$72,524)**

- Salaries – Adjusted to reflect the 3.5% share of pension obligation (new for FY 2013-2014), Inclusion of full pay for the Finance Technician position. | Increase of \$14,259
- PERS Employee Retirement Contribution – elimination of the employer payment of the employee share of the pension obligation. | Decrease of \$20,080
- Reduction in Health Insurance Costs. | Decrease of \$14,465
- Elimination of contract services (Finance Officer). | Decrease of \$35,000
- Elimination of contract services (Account Temps). | Decrease of \$17,000

**Planning Department – Overall Departmental Budget Increase of 21.4% (+\$40,000)**

- Housing Element Update – rollover of some funding from the 2012-2013 year and addition of participation in the C|CAG Housing Element Update process for RHNA Cycle 5. | Increase of \$40,000

**Building Department – Overall Departmental Budget Reduction of 13.6% (-\$175,072)**

- Reduction in Health Insurance costs. | Decrease of \$40,901
- Reduction in unemployment costs. | Decrease of \$25,627
- Reduction in contract plan review services (pre-2011). | Decrease of \$66,432
- Reduction in contract inspection costs (pre-2011). | Decrease of \$12,000
- Increase in Contract Building & Life Safety Services (based on estimated revenues for FY 2013-2014. | Increase of \$34,262
- Increase in Microfilms (pre-2008 digitization). | Increase of \$11,000
- Increase in Computer Equipment/Software (digitation of hard-copy plans from 2008 forward). | Increase of \$18,363
- Decrease in Facilities Construction Fund Transfer. | Decrease of \$80,000

**Interdepartmental – Overall Departmental Budget Reduction of 27.3% (-\$209,447)**

- Reduction of Other Contract Services (elimination of Master Fee Study costs). | Decrease of \$80,000
- Reduction of Contribution to prior year Solid Waste Franchise. | Decrease of \$84,333
- Decreased due to budget relocated to City Council | Decrease of \$31,407

**Police Department – Overall Departmental Budget Increase of 3% (+\$162,502)**

- Increase in salary costs due to a partial adjustment for the 3.5% share of pension obligation; and the addition of two sworn positions beginning January 1. | Increase of \$239,181
- Reduction in Overtime Budget costs. | Decrease of \$40,000
- Reduction in vacation/compensated time payouts. | Decrease of \$20,000
- Increase in Employer Pension Obligation costs. | Increase of \$55,054
- PERS Employee Retirement Contribution – reduction of the employer payment of the employee share of the pension obligation. | Decrease of \$20,786
- Increase in Health Insurance Costs (Active). | Increase of \$67,353
- Reduction in Health Insurance Cost (Retirees). | Decrease of \$148,763
- Increase in Workers' Compensation Costs (current year impact). | Increase of \$44,584

- Decrease in Vehicle Maintenance Costs. | Decrease of \$25,000
- Decrease in Recruitment Costs. | Decrease of \$20,600
- Increase in the Transfer to the Equipment Replacement Fund (depreciation of vehicle costs). | Increase of \$11,680
- Decrease in Oil and Gas costs. | Decrease of \$10,000
- Decrease in Disaster/Emergency Allocation. | Decrease of \$20,000
- Increase in vehicle/accessories costs. | Increase of \$12,000

**Public Works Department – Overall Departmental Budget Reduction of 3% (-\$43,227)**

- Increase in salary costs due to the adjustment of the 3.5% share of pension obligation. | Increase of \$10,590
- PERS Employee Retirement Contribution – reduction of the employer payment of the employee share of the pension obligation. | Decrease of \$15,314
- Reduction in Health Insurance Cost (Retirees). | Decrease of \$76,487
- Decrease in unemployment costs. | Decrease of \$23,615
- Increase in Contract DPW Maintenance Services. | Increase of \$31,660
- Decrease in Contract Tree Maintenance Services. | Decrease of \$22,500
- Decrease in Building Improvement Costs. | Decrease of \$14,000
- Increase in Equipment Replacement Fund for additional equipment (depreciation of equipment costs). | Increase of \$22,000

Comparatively, total Operating Expenditures were reduced by 3.9% from the initial FY 2012-2013 Budget (-\$428,839) and 2.8% from Revised Mid-Year Budget (-\$298,837).

Should the City Council desire changes to the Proposed Budget, staff will return in July/August 2013 with Staff Report and Budget Amendment to reflect any modifications. Through the budget workshop and follow-up conversations, staff has already been advised of the following requests for consideration and will return with recommendations in July/August:

- **Increase the hours of Code Enforcement** – Staff will return in July/August with a Report on the recommended hours of increase and the cost connected thereto for consideration as a budget amendment.
- **Add an Allocation for Emergency Preparedness Support** – Staff will return in July/August with a Report on the suggested amount for General Emergency Preparedness Support as well as a budget amendment for the Council’s consideration.
- **Increase Maintenance at the Park and for Town Right of Way** – Staff will return in July/August with a Report on the recommendations for increased service level and the cost connected thereto for consideration as a budget amendment.
- **Allocate Funds for the Civic Center Master Plan** – Staff will return in July/August with a Report and Budget amendment based on the pending selection and negotiation with the selected vendor for the Civic Center Master Plan.

Other special requests or desired changes would be handled similarly.

# RESERVE POLICIES AND LONG-TERM LIABILITIES

The Town's Reserve Policy requires a set aside of 15% of the annual General Fund operating expenditures for emergency contingencies. Beyond this 15%, the Council has established a total General Fund unassigned fund balance requirement of 20%. In total, this represents a 35% reserve requirement. In addition to these stated reserves, the Town also has a Building Department Contingency for operation of the Building. The FY 2013-2014 Budget meets these reserve requirements.

## **In dollars, for FY 2013-2014, the Town's Reserves are:**

15% Emergency Reserve - \$1,567,645  
20% Unassigned Reserve - \$2,090,194  
Building Contingency - \$411,802

Beyond these reserves, at the end of FY 2013-2014 Budget also shows an unallocated remaining General Fund balance of \$4,895,238. During the May 9 Finance Meeting and the May 20 Budget Workshop staff presented and discussed the 5-Year Financial Forecast. The forecast projected operational revenues and expenses over a 5-Year window. Assumptions within the 5-Year Forecast showed property tax revenues at a 3% increase, ERAF and parcel tax revenue flat, and expenditures between 2% and 3%.

The result of the forecast was general growth of the Town's unallocated remaining General Fund balance over the course of that 5-Year period. Staff advised the Finance Committee and Council that this balance could be allocated in one or all of three ways:

### 1) Pay Down Pension and Other Post Employment Benefit (OPEB) liabilities

- a. The 5-Year Financial Forecast includes a suggested contribution to internally created side fund to pay down the Town's outstanding OPEB liability in addition to the budgeted amounts for the annual required contribution (ARC). The projected allocation within the forecast is set to a 10-Year funding horizon. In addition, the Forecast includes a contribution toward a reserve to help the Town meet its obligations should CalPERS make significant adjustments in the rate of required contribution and/or its discount rate.
- b. At the Council Workshop on May 20, the Council directed that the Finance Committee evaluate alternatives for this option and provide the Council with a recommendation. It is anticipated that the Finance Committee will discuss this issue at an upcoming agenda and conduct an analysis of alternatives to present to the Council in the coming months.
- c. Allocation of the amounts within the 5-Year Financial Forecast are not mandatory and if not made would result in a higher unallocated remaining General Fund balance at year-end. The allocations do not impact the FY 2013-2014 Recommended Operating Budget.

### 2) Contribute toward Capital Projects

- a. The Council could allocate additional General Fund monies toward Capital Projects to accelerate or identify and complete key projects.

3) Increase the mandatory reserve

- a. The Council could increase the 20% reserve requirement to 35% in order to maintain a minimum 50% operational reserve.

It is recommended that the Finance Committee evaluate all three options or a combination thereof and make a recommendation to the City Council in the coming months. For now, the Budget and Forecast meets and exceeds the minimum mandatory reserve requirements.

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## CONCLUSION

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In summary, recommended General Fund expenditures total \$10.4 million against a General Fund revenue of \$10.8 million. As the budget is currently proposed, it is anticipated that the General Fund balance at the end of FY 2013-2014 will total \$9.2 million, after transfers to and from other funds.

I would like to commend staff's hard work developing this document. Each year, staff develops a budget that balances community priorities, identified revenue sources, and fiscal conservativeness to ensure that the Town's fiscal independence continues. Key staff members consistently provide the input necessary to develop a successful budget. These staff members include: City Clerk Theresa DellaSanta, Police Chief Ed Flint, Public Works Superintendent Steve Tyler, Deputy Planner Lisa Costa Sanders, Community Services Director Mike Kashiwagi, and City Engineer Gordon Siebert.

Special recognition is always due to the Finance Department led by Finance Director Robert Barron. Atherton is fortunate to have such professional and dedicated staff all of whom recognize the uniqueness of the community and feel as strong about preserving Atherton as someone who has lived here all their life.

GJR

**Section A**  
**INTRODUCTION**  
**ORGANIZATIONAL CHART**



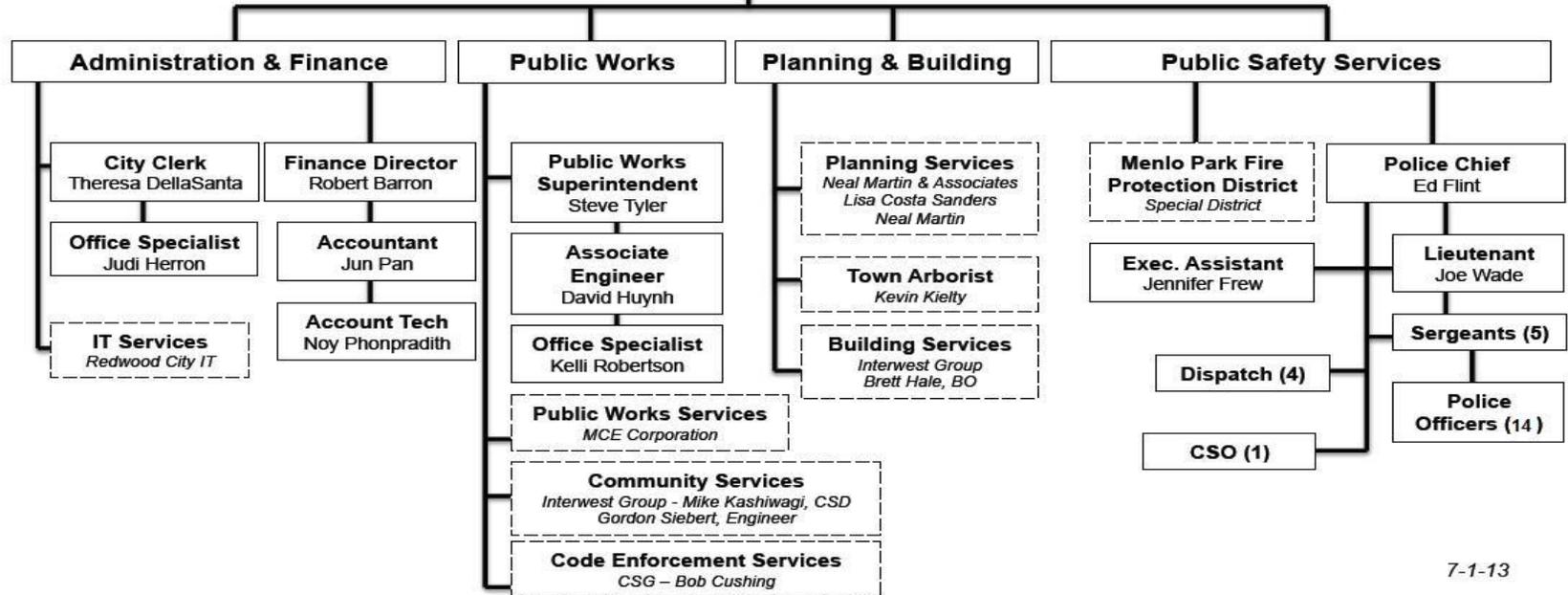
**City Attorney**  
 Bill Conners  
**Deputy City Attorney**  
 Jennifer Larson

**Atherton Residents**

**City Council**  
 Elizabeth Lewis, Mayor  
 Jerry Carlson, Vice Mayor  
 Councilmembers: Jim Dobbie, Bill Widmer, Cary Wiest

**City Manager**  
 George J. Rodericks

**City Positions**  
 City Manager – 1  
 City Clerk - 1  
 Office Specialist – 2  
 Finance Director – 1  
 Accountant – 1  
 Account Tech – 1  
 Police Chief – 1  
 Lieutenant – 1  
 Executive Assistant – 1  
 Sergeant – 5  
 Police Officer – 14  
 CSO – 1  
 Dispatcher – 4  
 Public Works Superintendent – 1  
 Associate Engineer – 1  
 Total Full-Time Positions: 36



7-1-13

Section A

**INTRODUCTION**

**POLICY MAKERS & ADVISORS**

- City Council
- Planning Commission
- Audit/Finance Committee
- Parks & Recreation Commission
- Environmental Programs Committee
- Transportation Committee
- Rail Committee
- Community Center Advisory Committee

**Council Appointees:**

SFO Community Roundtable	ABAG	C/CAG	Holbrook Palmer Park Foundation	San Mateo County Emergency Services Council
San Mateo County Sub regional Housing Committee	League of California Cities	Library JPA Governing Board	Peninsula Traffic Congestion Relief Alliance	Grand Boulevard Task Force
Menlo Park Fire Protection District	Peninsula Cities Consortium	SBWMA Blue Ribbon Task Force		

**Section A**

**INTRODUCTION**

**STATISTICAL DATA**

**Size:**

Population	7,100
Area	5.049 Sq. Miles
Residential Units	2486
Mileage of the City Streets	53 centerline miles
Full time Employees	36

**Character:**

Assessed Evaluation	6,949,217,818
Form of Government	General Law, City Council/ Manager
Incorporation Date	September 12, 1923

**Education:**

School District	Redwood City School District Las Lomas Elementary School District Menlo Park City School District Sequoia Union High School District
Schools	3 Elementary Schools 2 Dual Elementary & Middle Schools 3 High Schools 1 College

**Recreation:**

Park	Holbrook-Palmer Park
Park Acreage	22-Acre
Library	Town of Atherton Library JPA –San Mateo County

**Public Safety:**

Police Protection	Atherton Police Department
Fire Protection	Menlo Park Fire Protection District

**BUDGET STRUCTURES**

Town Operates on a “Fund” Basis & Basic Fiscal Accounting Entity in Governmental Accounting

A “Fund” is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities. The Town of Atherton, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with financial-related legal requirements. The Town operates under two classifications of funds called governmental funds and proprietary funds.

The Town’s Primary Funds are “governmental funds” consisting of:

- General Fund
- Special Revenue Funds
- Capital Project Funds

General Fund Primary Operating Fund of the Town

- The General Fund is the main operating fund of the Town
- All general tax revenues and other receipts that are not allocated by law or contract to other funds are accounted for here
- Expenditures from the General Fund are most commonly general operating expenses and capital improvement costs that are not paid through other funds Expenditures include planning, building, public works, public safety, and administration

Special Revenues

- Special Revenue Funds are used to account for revenues derived from specific sources. Revenues to these funds are usually required by law or administrative regulation to be accounted for in a separate fund. Examples include the Library Fund, the Special Tax (Parcel Tax Fund), Equipment Replacement Fund, etc.

Capital Project Funds

- Funds used to account for financial resources for the acquisition of construction of major capital projects or facilities.

Proprietary Funds:

The Town of Atherton maintains one type of proprietary fund. Internal service funds are an accounting devise used to accumulate and allocate costs internally among the Town of Atherton various functions. The Town uses internal service funds to account for its fleet of vehicles and equipment, worker’s compensation liability, general and employment liabilities, and employee benefits including compensated absences and other post-employment benefits other than pension

## Section A

### INTRODUCTION

### POLICIES & ASSUMPTIONS

The Town of Atherton has an established fund balance policy.

- **General Fund Committed Fund Balance for Emergency Disaster**  
The Town Council has committed to set aside 15 percent of the actual annual General Fund operating expenditures specifically for emergency contingencies defined as a state of Federal and/or State of Emergency or declaration of a local emergency as defined in Atherton's Municipal Code Section 2.44.010
- **General Fund Unassigned Fund Balance Policy**  
The Town established the General Fund unassigned fund policy such that in no circumstances shall the total General Fund unassigned fund balance drop below 20 percent of the actual operating expenditures.

The Financial assumptions in the development of this budget considered key revenue and expenditure factors.

- Steady increase in property tax revenue projected at about 3 percent.
- Excess ERAF was budgeted flat at \$700,000. There is anticipation that the Governor's budget will reduce excess ERAF to local agencies as anticipated changes in school districts' revenue limits under a possible new school funding formula.
- Building department revenues show slight sign of increase
- Franchise tax revenues remain stable and other charges for services increase slightly about 2 percent.
- New salary and benefit resolution of unrepresented staff effective July 1, 2013. Employee pension member contribution of 7 percent picked up by employee
- New cap in health care contribution for unrepresented staff set to cafeteria plan of \$750, \$1,400 and \$1,600 for employee only, Employee plus one, and Family
- OPEB actuarial study shows a decrease of annual required contribution
- New PERS rate for Safety of 27.877% and Non Safety initial rate of 15.844%. With the payoff of Non-Safety PERS side fund, the PERS rate is 11.104%
- Parcel tax at current rate with 60% supporting public safety operations, estimated at \$1,116,000.

**Section A**

**INTRODUCTION**

**REVENUE & EXPENDITURES SUMMARY**

		Town of Atherton Budget For FY 2013-2014					
		Projected Fund Balance 06/30/13	Budgeted Revenues	Budgeted Expenditures	Budgeted Transfer In	Budgeted Transfer Out	Projected Fund Balance 06/30/14
<b>General Fund</b>							
101	General Fund	\$ 7,737,803	\$ 10,814,475	\$ 10,450,968	\$ 1,116,000	\$ -	\$ 9,217,310
<b>Special Revenue Funds</b>							
105	Tennis Fund	25,102	8,400	22,000	-		\$ 11,502
209	Police (COPS) Grant	8,579	100,000	100,000			8,579
213	Library Fund	7,108,921	933,000	206,400			7,835,521
215	Evan Creative Design	69,880	410	12,415			57,875
	<b>Total Special Revenue</b>	<b>7,212,482</b>	<b>1,041,810</b>	<b>340,815</b>	<b>-</b>	<b>-</b>	<b>7,913,477</b>
<b>Capital Project Funds</b>							
201	Special Tax	1,239,878	1,860,000	1,129,756		1,116,000	854,122
202	Measure A	302,385	250,000	84,845			467,540
203	Gas Tax	152,694	200,000	167,848			184,846
204	Measure M	79,596	75,000	35,000			119,596
210	Road Impact	772,748	3,300	150,000			626,048
401	Capital Improvement	288,124	420,000	502,500	-		205,624
402	Storm Drainage	29,492	-	-			29,492
403	Channel Drainage District	138,611	82,000	10,000			210,611
406	Facilities Construction	2,183,838					2,183,838
	<b>Total Capital Projects</b>	<b>5,187,366</b>	<b>2,890,300</b>	<b>2,079,949</b>	<b>-</b>	<b>1,116,000</b>	<b>4,881,717</b>
<b>Internal Service Funds</b>							
610	Equipment Replacement Fund	672,720	138,480	176,980			634,220
614	Worker's Compensation	(13,092)	119,469	196,184	107,000		17,193
615	General Liability	173,814	312,026	310,526			175,314
616	Employee Benefits	561,134	687,945	634,288			614,791
	<b>Total Internal Service</b>	<b>1,394,576</b>	<b>1,257,920</b>	<b>1,317,978</b>	<b>107,000</b>	<b>-</b>	<b>1,441,518</b>
	<b>Total All Funds</b>	<b>\$ 21,532,227</b>	<b>\$ 16,004,505</b>	<b>\$ 14,189,710</b>	<b>\$ 1,223,000</b>	<b>\$ 1,116,000</b>	<b>\$ 23,454,022</b>

Section A

**INTRODUCTION**

**PROJECTED FUNDS BALANCE SUMMARY**

Town of Atherton									
<u>FY2013-14 Projected Fund Balance Summaries</u>									
All Funds are restricted except the General Fund									
Fund Balance Summaries	General Fund	Library Fund	Special Tax	3	Special Revenue Funds	Capital Projects Fund	4	Internal Service Funds	Totals
Fund Number	101	213	201						
Estimated Fund Balance 7/1/13	7,737,803	7,108,921	1,239,878		103,561	3,947,488		1,394,576	21,532,227
Estimated FY 13/14 Revenue	10,814,475	933,000	1,860,000		108,810	1,030,300		1,257,920	16,004,505
Total Available Revenue	18,552,278	8,041,921	3,099,878		212,371	4,977,788		2,652,496	37,536,732
Less Estimate FY 13/14 Expenditures	10,450,968	206,400	1,129,756		134,415	950,193		1,317,978	14,189,710
Revenues Over Expenditures	8,101,310	7,835,521	1,970,122		77,956	4,027,595		1,334,518	23,347,022
Transfers In	1,116,000		(1,116,000)				1	107,000	107,000
Estimated Ending Funding Balance FY 13/14	9,217,310	7,835,521	5	854,122	77,956	2	4,027,595	1,441,518	23,454,022
1. \$107,000 is Workers Comp Liability that has been accrued and expenditure is reclassified to Liability									
2. The Capital Projects Fund Includes:									
	Facilities Construction			2,183,838					
	Road Impact			626,048					
	Measure M			119,596					
	Measure A			467,540					
	Gas Tax			184,846					
	Capital Improvement			205,624					
	Storm Drainage			29,492					
	Channel District			210,611					
3. Includes: Tennis Fund, COPS Grant, Evan's Design									
4. Includes: Equipment Replacement, Worker's Comp, General Liability, Employment Benefits									
5. Dedicated to Capital Projects: Some Projects in FY 12/13 budgeted not completed & to be carried over in FY 13/14									

<b>Special Revenue Funds</b>	Tennis Fund	Police COPS	Evan Creative Design	Total Special Revenue	<b>Internal Service Funds</b>	Equipment Replacement	Worker's Compensation	General Liability	Employee Benefits	Total Internal Service Funds
Fund Number	105	209	215		Fund Number	610	614	615	616	
Estimated Fund Balance 7/1/13	25,102	8,579	69,880	103,561	Estimated Fund Balance 7/1/13	672,720	(13,092)	173,814	561,134	1,394,576
Estimated FY 13/14 Revenue	8,400	100,000	410	108,810	Estimated FY 13/14 Revenue	138,480	119,469	312,026	687,945	1,257,920
Total Available Revenue	33,502	108,579	70,290	212,371	Total Available Revenue	811,200	106,377	485,840	1,249,079	2,652,496
Less Estimate FY 13/14 Expenditures	22,000	100,000	12,415	134,415	Less Estimate FY 13/14 Expenditures	176,980	196,184	310,526	634,288	1,317,978
Revenues Over Expenditures	11,502	8,579	57,875	77,956	Revenues Over Expenditures	634,220	(89,807)	175,314	614,791	1,334,518
Transfers In					Transfers In		107,000			107,000
Estimated Ending Funding Balance FY	11,502	8,579	57,875	77,956	Estimated Ending Funding Balance FY	634,220	17,193	175,314	614,791	1,441,518
						1				
1. The Equipment Replacement Fund is the Town's Depreciation account and includes both the value of the Asset plus Depreciation. The Cash Balance in this fund is \$453,900										

<b>Capital Projects</b>	Parcel Tax	Measure A	Gas Tax	Measure M	Road Impact	Capital Imprmt	Storm Drainage	Channel Drainage District	Facilities Construction	Capital Projects Total W/O Parcel Tax	All Capital Projects Total
Fund Number	201	202	203	204	210	401	402	403	406		
Estimated Fund Balance 7/1/13	1,239,878	302,385	152,694	79,596	772,748	288,124	29,492	138,611	2,183,838	3,947,488	5,187,366
Estimated FY 13/14 Revenue	1,860,000	250,000	200,000	75,000	3,300	420,000		82,000		1,030,300	2,890,300
Total Available Revenue	3,099,878	552,385	352,694	154,596	776,048	708,124	29,492	220,611	2,183,838	4,977,788	8,077,666
Less Estimate FY 13/14 Expenditures	1,129,755	84,845	167,848	35,000	150,000	502,500		10,000		950,193	2,079,948
Revenues Over Expenditures	1,970,123	467,540	184,846	119,596	626,048	205,624	29,492	210,611	2,183,838	4,027,595	5,997,718
Transfers In	(1,116,000)									-	(1,116,000)
Estimated Ending Funding Balance FY 13/14	854,123	467,540	184,846	119,596	626,048	205,624	29,492	210,611	2,183,838	4,027,595	4,881,718

**Section B**

**GENERAL FUND**

**General Fund 101 Revenue & Expenditures Summary**

	<b>Town of Atherton</b>		<b>Adopted</b>	<b>Revised</b>	<b>Recommended</b>	<b>Increase /(Decrease)</b>
<b>General Fund</b>	<b>Budget 2013-2014</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-2012</b>	<b>2012-13</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>Year Budget</b>
	<u>Revenues</u>					
101-00-40001-000	Secured Property Tax	4,908,375	5,038,000	5,194,000	5,349,820	155,820
101-00-40002-000	Unsecured	295,060	278,000	368,000	379,040	11,040
101-00-40004-000	SB813 Redemption (Suppl)	84,960	70,000	70,000	72,100	2,100
101-00-40006-000	Prop Tax in Lieu of VLF (motor vehicle)	684,117	680,000	745,874	768,250	22,376
101-00-40008-000	Excess ERAF	718,479	695,000	892,000	700,000	(192,000)
101-00-40010-000	Unsecured SB813 Redemp/Suppl	3,064			-	-
101-00-42005-000	Property Transfer Tax	337,846	255,000	304,600	313,738	9,138
	<b>Total Property Taxes</b>	<b>7,031,901</b>	<b>7,016,000</b>	<b>7,574,474</b>	<b>7,582,948</b>	<b>8,474</b>
101-00-41001-000	Sales & Use Tax General	171,527	115,500	115,500	117,810	2,310
101-00-41002-040	Prop 172 Sales Tax for Police	69,154	26,500	46,500	47,430	930
101-00-41004-000	In Lieu Sales Tax/Trip Flip	49,120	62,400	73,400	74,868	1,468
	<b>Total Sales Taxes</b>	<b>289,802</b>	<b>204,400</b>	<b>235,400</b>	<b>240,108</b>	<b>4,708</b>
101-00-42001-000	Franchise Taxes-Utilities	223,466	230,000	230,000	234,600	4,600
101-00-42002-000	Franchise Tax-Cal Water	105,418	104,500	104,500	106,590	2,090
101-00-42003-000	Franchise Tax-Garbage	295,246	330,000	306,700	312,834	6,134
101-00-42004-000	Franchise Taxes-Cable	106,975	110,000	114,550	116,841	2,291
	<b>Total Franchise Fees</b>	<b>731,106</b>	<b>774,500</b>	<b>755,750</b>	<b>770,865</b>	<b>15,115</b>
101-00-40005-000	Homeowners Exemption	34,275	34,000	34,000	34,680	680
101-00-40007-000	Motor Veh. Lic Fees (MVLF)	3,737		3,872	3,949	77
101-00-45008-000	SB 90 (mandated cost) reimb.	1,002			-	-
	<b>Total Intergovernmental</b>	<b>39,015</b>	<b>34,000</b>	<b>37,872</b>	<b>38,629</b>	<b>757</b>
101-00-43001-000	Business Licenses	183,087	160,000	160,000	163,200	3,200
101-00-43002-000	Bus Lic Refund -FY 06/07					-
101-00-43003-000	Bus Lic Refund -FY 07/08					-
101-00-43004-000	Bus Lic Refund -FY 08/09					-
	<b>Total Business License Tax</b>	<b>183,087</b>	<b>160,000</b>	<b>160,000</b>	<b>163,200</b>	<b>3,200</b>
101-00-47001-000	Home Occupation Permit	800	800	800	816	16
101-00-47019-020	Zoning & Planning Fees	163,774	153,000	174,555	178,046	3,491
	<b>Total Planning Revenue</b>	<b>164,574</b>	<b>153,800</b>	<b>175,355</b>	<b>178,862</b>	<b>3,507</b>
101-00-47002-025	Building Permit Fee	952,311	903,900	713,900	749,595	35,695
101-00-47004-025	Grading & Drainage	69,426	60,000	66,600	69,930	3,330
101-00-47009-025	Photocopy Fee	3,294	1,000	1,000	1,050	50
	Landscape Fee				-	-
101-00-47021-025	Plan Check Fee	413,285	374,900	360,900	378,945	18,045
101-00-47030-025	Tree Removal Plan Check	20,128	15,000	25,500	26,775	1,275
101-00-47034-025	Contract Plan Review Services				-	-
101-00-47035-025	Contract Inspection Services				-	-
101-00-48502-025	Miscellaneous Income				-	-
	<b>Total Building Revenue</b>	<b>1,458,444</b>	<b>1,354,800</b>	<b>1,167,900</b>	<b>1,226,295</b>	<b>58,395</b>
101-00-44001-040	Municipal & Vehicle Code Fines	11,292	15,000	15,000	15,300	300
101-00-44002-040	Other Fines & Forfeiture (County)	59,117	40,000	40,000	40,800	800
101-00-45006-040	CA State 911 Grant				-	-
101-00-45007-040	POST Reimb	20,961	7,500	10,500	10,710	210

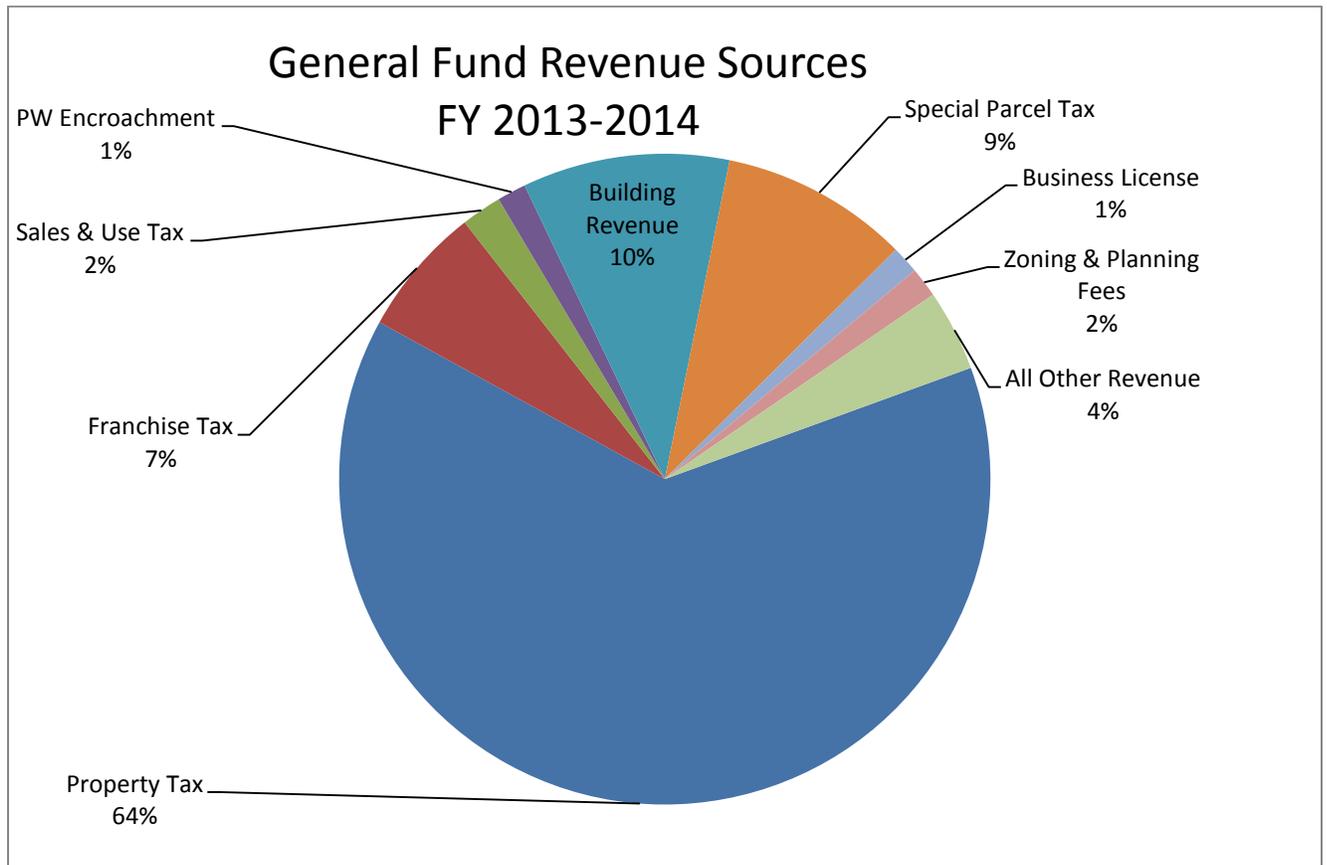
	<b>Town of Atherton</b>		<b>Adopted</b>	<b>Revised</b>	<b>Recommended</b>	<b>Increase /(Decrease)</b>
<b>General Fund</b>	<b>Budget 2013-2014</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-2012</b>	<b>2012-13</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>Year Budget</b>
101-00-45011-040	DOJ Grant (vests)				-	-
101-00-45012-040	DUI Grant	4,918	6,000	3,000	3,060	60
101-00-45013-040	React Task Force Reimb				-	-
101-00-45017-040	ABAG Grant	25,563	7,000	7,891	8,049	158
101-00-47005-040	Other Licenses & Permit	1,068	400	400	408	8
101-00-47009-040	Photocopy Fee	54			-	-
101-00-47011-040	Alarm Sign Fees	600	600	600	612	12
101-00-47012-040	Vehicle Release	3,326	2,500	5,500	5,610	110
101-00-47013-040	Police Report	137	1,000	100	102	2
101-00-47014-040	Fingerprinting Fee	458	325	175	179	4
101-00-47015-040	Affidavit of Cost	-	300	300	306	6
101-00-47016-040	Special Service Fee	2,763	3,000	3,000	3,060	60
101-00-47017-040	Solicitor's Permit	273	100	100	102	2
101-00-47018-040	Disaster Assistance Reimb				-	-
101-00-48501-040	Donation/Contribution	100			-	-
101-00-48502-040	Miscellaneous Income	313			-	-
	<b>Total Police Revenue</b>	<b>130,943</b>	<b>83,725</b>	<b>86,566</b>	<b>88,297</b>	<b>1,731</b>
101-00-45005-050	C/CAG AB 1546	11,942	12,535	12,535	12,786	251
101-00-45019-050	ABAG Grant	8,740	5,000	17,400	17,748	348
101-00-45021-053	Highway Maint Reimbursement	35,700	35,700	35,700	36,414	714
101-00-47003-050	Encroachment	231,369	168,000	168,000	171,360	3,360
101-00-47009-050	Photocopy Fee				-	-
101-00-47021-050	Plan Check Fee				-	-
101-00-48503-053	Property Damage Reimb	9,051				-
	<b>Total DPW Revenue</b>	<b>296,802</b>	<b>221,235</b>	<b>233,635</b>	<b>238,308</b>	<b>4,673</b>
101-00-47022-058	Social Fees	29,300	35,000	27,000	27,540	540
101-00-47023-058	Meeting Fees	14,650	30,000	26,000	26,520	520
101-00-47024-058	Misc. Use Fee	1,400	1,000	2,400	2,448	48
101-00-47025-058	Class Fees	16,500	10,000	14,000	14,280	280
101-00-47028-058	Weddings	27,750				-
101-00-48501-058	Donation/Contribution					-
	<b>Total Park Program Revenue</b>	<b>89,600</b>	<b>76,000</b>	<b>69,400</b>	<b>70,788</b>	<b>1,388</b>
101-00-44003-000	Heritage Tree Damage Fee				-	-
101-00-40004-000	C & D Deposit Forfeited	(9,675)			-	-
101-00-45008-000	SB 90 Reimbursement			1,083	1,105	22
101-00-45016-025	DOC Grant	5,000			-	-
101-00-45017-000	ABAG Grant				-	-
101-00-45019-000	Grant				-	-
101-00-45020-000	Other Reimbursements			14,045	14,326	281
101-00-47005-000	Other Licenses & Permit	750			-	-
101-00-47007-000	Elections Processing Fee				-	-
101-00-47008-000	Document/Research Fee	28			-	-
101-00-47009-000	Photocopy Fee	70	25	25	26	1
101-00-47036-030	Admin Citation (Code Enforce)	8,946			-	-
101-00-48001-000	Interest Income	42,808	65,000	65,000	66,300	1,300
101-00-48002-000	Cell Antenna Lease	41,682	41,682	41,682	42,516	834
101-00-48003-000	Property Rental - Playschool	78,118	77,600	77,600	79,152	1,552
101-00-48004-000	Sale of Property	3,542			-	-

	<b>Town of Atherton</b>		<b>Adopted</b>	<b>Revised</b>	<b>Recommended</b>	<b>Increase /(Decrease)</b>
<b>General Fund</b>	<b>Budget 2013-2014</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-2012</b>	<b>2012-13</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>Year Budget</b>
101-00-48005-000	Post Office	7,257	7,500	7,500	7,650	150
101-00-48502-000	Miscellaneous Income	7,761	5,000	5,000	5,100	100
101-00-48501-000	Donations/Contributions				-	-
101-00-48505-000	Escheated Unclaimed Property	3,641			-	-
101-00-48506-000	Mitigation Fees			350,000		(350,000)
101-00-48507-000	Settlement/Claims			184,081		(184,081)
	<b>Total Misc. Revenues</b>	<b>189,929</b>	<b>196,807</b>	<b>746,016</b>	<b>216,174</b>	<b>(529,842)</b>
	<b>Total Operating Revenues</b>	<b>10,605,202</b>	<b>10,275,267</b>	<b>11,242,368</b>	<b>10,814,475</b>	<b>(427,894)</b>
	<b>Expenditures:</b>					
	City Council Department	33,948	59,530	59,530	83,598	24,068
	Administration Department	472,884	772,215	672,185	646,007	(26,179)
	City Attorney Department	150,631	204,100	204,100	204,100	-
	Finance Department	560,481	683,783	682,663	611,261	(71,403)
	Planning Department	187,295	235,600	234,600	275,600	41,000
	Building Department	1,498,518	1,242,717	1,284,230	1,109,158	(175,072)
	Interdepartmental	1,952,540	765,867	766,892	556,421	(210,472)
	Police Department	5,406,744	5,463,061	5,414,972	5,577,419	162,446
	Public Works Department	1,473,263	1,448,933	1,430,633	1,387,406	(43,227)
	<b>Total Operating Expenditures</b>	<b>11,736,304</b>	<b>10,875,807</b>	<b>10,749,806</b>	<b>10,450,968</b>	<b>(298,837)</b>
	Settlement Expenses					
	Excess (Deficiency) of Revenues Over Expenditures	(1,131,102)	(600,540)	492,562	363,506	(129,056)
	<b>Other Financing Sources/(Uses)</b>					
	Special Parcel Tax Fund Support Safety	1,116,000	1,116,000	1,116,000	1,116,000	-
	Trsfr in/(out) Tennis Fund		(4,853)	(4,853)	-	4,853
	Trsfr in/(out) CIP		(70,000)	(70,000)	-	70,000
	Trsfr in/(out) Road Impact Fee Fund					-
	Trsfr in/(out) Park Well Fund					-
	Trsfr in/(out) Admin Service Fund					-
	Trsfr in/(out) Facilities Construction Fd					-
	<b>Total Transfers In/(Out)</b>	<b>1,116,000</b>	<b>1,041,147</b>	<b>1,041,147</b>	<b>1,116,000</b>	<b>74,853</b>
	Incr/(Decr) of Bldg Dept Operating Reserve		(10,472)		-	-
	Incr/(Decr) of General Fund Reserve	(15,102)	451,079	1,533,709	1,479,506	(54,203)
	<b>Net Change in Fund Balance</b>	<b>(15,102)</b>	<b>440,607</b>	<b>1,533,709</b>	<b>1,479,506</b>	<b>(54,203)</b>
	Beginning Fund Balance	6,219,196	6,204,094	6,204,094	7,737,803	
	Ending Fund Balance	6,204,094	6,644,701	7,737,803	9,217,309	
	<b>Fund Balance Schedule</b>					
	Building Reserve	728,911	420,580	420,580	411,802	
	15% Emergency Reserve	1,760,446	1,631,371	1,612,471	1,567,645	
	Reserve to pay off side funds	704,313	1,928,634	704,313		
	20% Reserve	2,347,261	2,175,161	2,149,961	2,090,194	
	Reserved for OPEB				252,430	
	Available Fund Balance	663,163	488,955	2,850,478	4,895,238	
	<b>Total General Fund Balance</b>	<b>6,204,094</b>	<b>6,644,701</b>	<b>7,737,803</b>	<b>9,217,309</b>	

Section B

GENERAL FUND

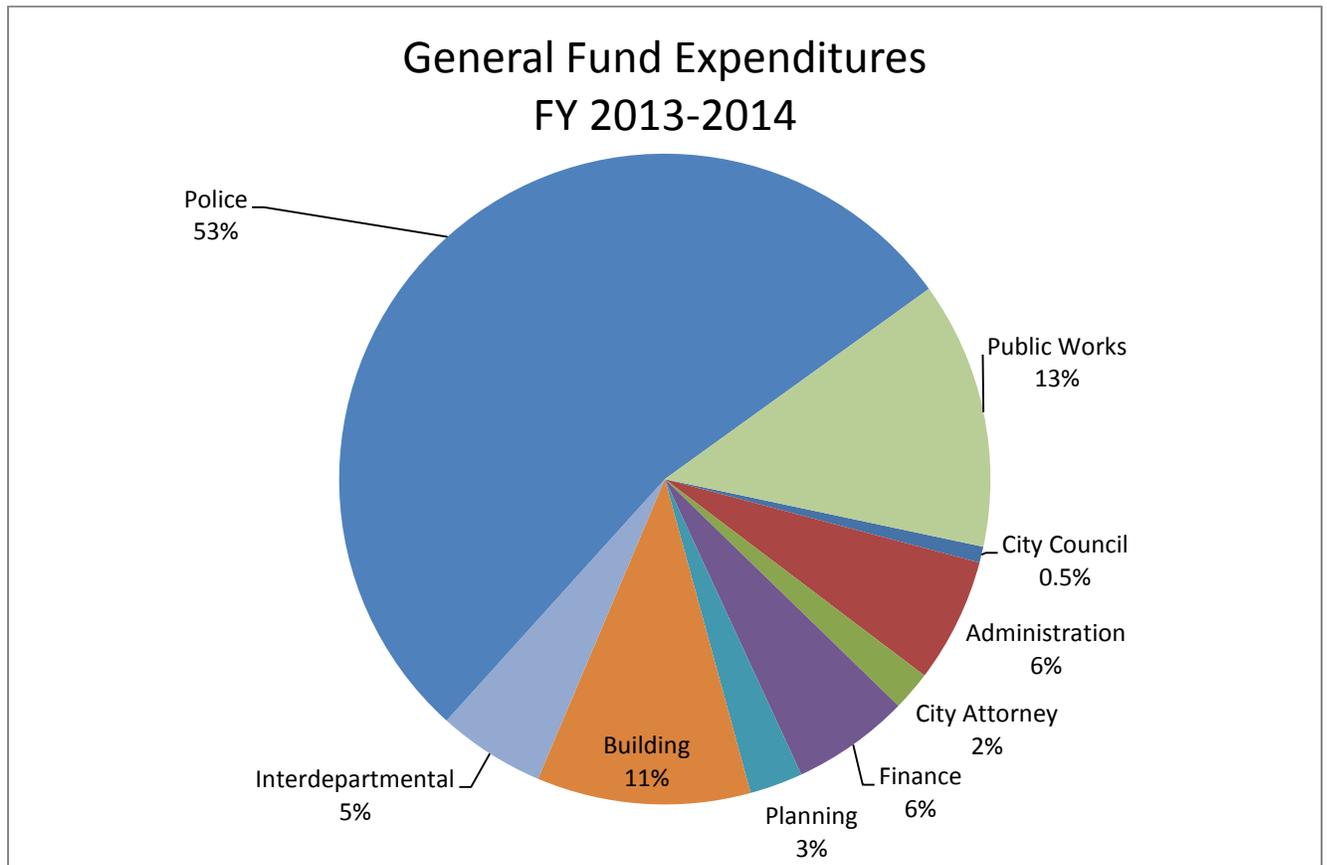
General Fund 101 Revenue Summary Chart



Section B

GENERAL FUND

General Fund 101 Expenditures Summary Chart



# Goals | Mission Budget 2013-2014

- Develop the Risk Management Injury & Illness Prevention Program (IIPP)
- Develop an Indexing System for Stored & Retained Records
- Update the Human Resources Module in Springbrook
- Increase the Use of Technology Tools to Disseminate Public Information
- Update the City Council Policy Manual
- Update the Commission/Committee Rules & Procedures

**Section B**

**GENERAL FUND**

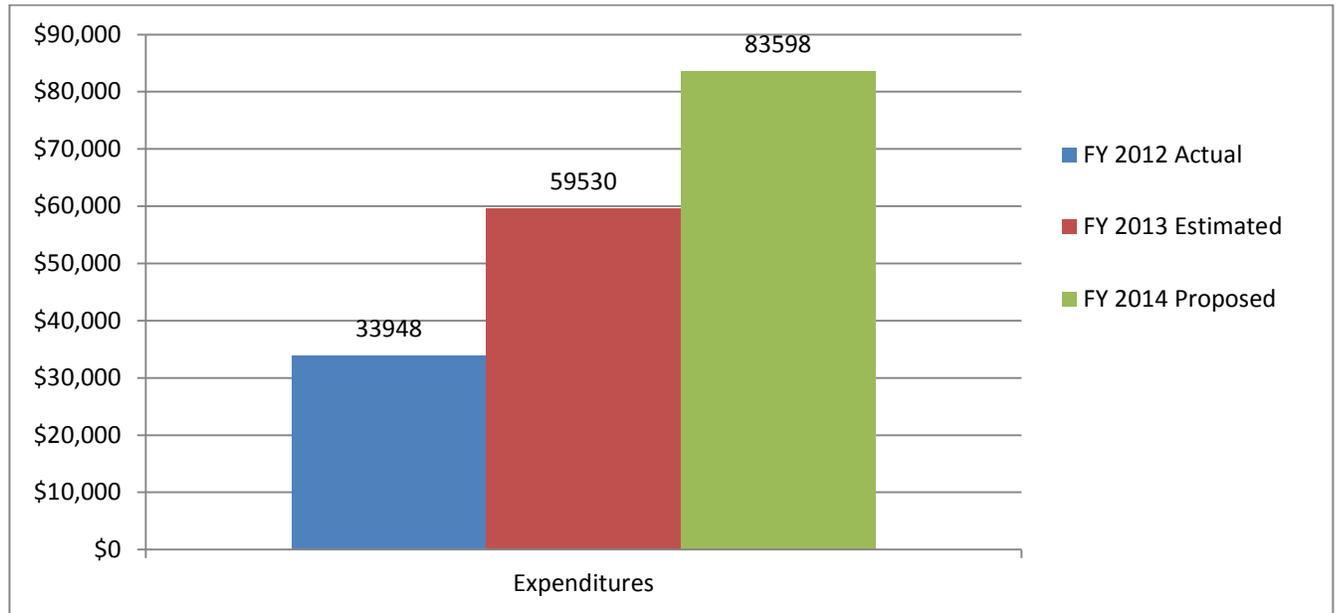
**General Fund 101 City Council (D11)**

Department 11                      The City Council is the legislative and policy-making body for the Town of Atherton. As the Town leadership it sets policy and creates ordinances and laws. As the Town of Atherton’s community elected representative, it sets strategic goals for the community and participates regionally with other organizations. The Council hires the City Manager and City Attorney.

Annual Fiscal Impact              \$83,598

5 elected council members

Three-year Summary



**Section B**

**GENERAL FUND**

**General Fund 101 City Council – Budget Details**

						Increase
			Adopted	Revised	Recommended	(Decrease)
City Council	Budget FY 2013-14	Actual	Budget	Budget	Budget	Over Prior
Account	Description	2011-12	2012-13	2012-13	2013-2014	Year Budget
101-11-53016-011	Utilities - Water	2,814	1,350	1,350	2,516	1,166
101-11-53024-011	Advertising/Publishing	2,443	3,650	3,650	3,000	(650)
101-11-53033-011	Rent - Mach & Equip	570				-
101-11-53501-011	Administrative Services					-
101-11-53502-011	Computer Services Charge					-
101-11-54002-011	Bus Meeting & Meals	194	1,200	1,200	1,200	-
101-11-54003-011	Conferences	300	5,000	5,000	3,500	(1,500)
101-11-54004-011	Training & Workshops		1,000	1,000	1,000	-
101-11-54007-011	Membership/Dues	7,095	7,230	7,230	11,957	4,727
101-11-54008-011	Mileage Reimbursement		500	500	500	-
101-11-54010-011	Other Contract Services	2,500	24,000	24,000	35,200	11,200
101-11-54011-011	Environmental Program Committee		5,000	5,000	5,000	-
101-11-54013-011	Contribution-SSV				250	250
101-11-54014-011	Contribution-HIP				2,275	2,275
101-11-54020-011	Election Expenses				15,000	15,000
101-11-54018-011	Boards & Commissions		1,000	1,000	1,000	-
101-11-54019-011	Special Events & Awards		-		-	-
101-11-55002-011	Office Supplies	639	1,200	1,200	1,200	-
101-11-57006-011	Computer Equipment/Software	2,571	-		-	-
101-11-57007-011	Office Equip & Furniture	14,823	8,400	8,400	-	(8,400)
	Total City Council	33,948	59,530	59,530	83,598	24,068



**Section B**

**GENERAL FUND**

**General Fund 101 Administration (D12)**

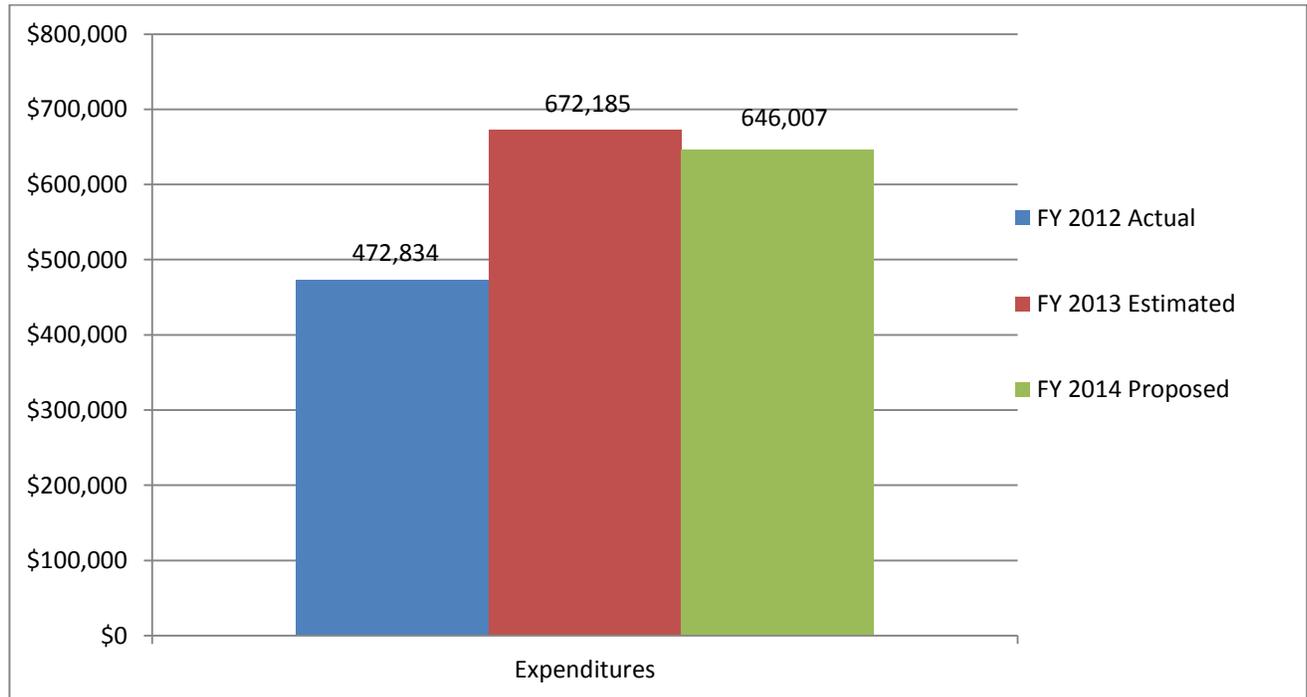
Department 12

Administration is responsible for planning, organizing, directing and providing guidance for all municipal government operations. The City Manager's Office carries out the City Council's policies and directs the activities of the various departments and services. Several specific programs and services fall under the City Manager's Office "umbrella," including Administration, Human Resources, and the City Clerk's Office. The Human Resources Department is responsible for providing administrative direction to and implementation of the Town's employee and labor relations programs, employee benefits administration, and establishing and monitoring personnel practices and policies consistent with mandatory Federal and State regulations. The City Clerk is the Custodian of Records for the Town of Atherton and the City's Election Official responsible for all General Municipal and Special Elections. The City Clerk's primary responsibility is to accurately record the actions and proceedings of City Council meetings, administer the City's Record Management Program, maintain the Atherton Municipal Code, administer regulations relating to the Fair Political Practices Commission, and provide research and information services to the public and Town personnel.

Annual Fiscal Impact \$646,007

Employee 3 Full Time: City Manager, City Clerk, Office Specialist

Three-year Summary



**Section B**

**GENERAL FUND**

**General Fund 101 Administration-Budget Details**

			Adopted	Revised	Recommended	Increase (Decrease)
Administration	Budget FY 2013-14	Actual	Budget	Budget	Budget	Over Prior
Account	Description	2011-12	2012-2013	2012-2013	2013-2014	Year Budget
101-12-50001-012	Regular Salaries	133,064	318,808	316,808	371,190	54,382
101-12-50005-012	Temporary Help					-
101-12-50006-012	Overtime	3,027	2,000	2,000	1,000	(1,000)
101-12-50008-012	Vacation/Comp Time Payout	4,008				-
101-12-50013-012	EE Benefits Earned	1,319	3,188	3,188	3,712	524
101-12-51001-012	Medicare Tax	2,006	4,623	4,623	5,382	760
101-12-51002-012	Social Security Tax	-	-		-	-
101-12-51003-012	PERS Retire Contrib.- ER	18,224	44,397	44,397	41,217	(3,180)
101-12-51004-012	PERS Retire Contrib.- EE	9,234	22,317	22,317	-	(22,317)
101-12-51005-012	Deferred Compensation	-	-		-	-
101-12-51007-012	STD Insurance	328	576	576	576	-
101-12-51008-012	Health Insurance-Active	24,638	43,258	43,258	42,600	(658)
101-12-51009-012	Health Insurance-Retirees	66,444	71,793	71,793	69,043	(2,750)
101-12-51010-012	Dental Insurance	2,893	5,098	5,098	-	(5,098)
101-12-51011-012	Vision Insurance	278	659	659	-	(659)
101-12-51013-012	Workers' Compensation	2,546	6,057	6,057	11,070	5,012
101-12-51014-012	Life & ADD Insurance	185	427	427	529	102
101-12-51015-012	LTD Insurance	1,030	2,343	2,343	2,050	(293)
101-12-51016-012	Unemployment Insurance	12,905	10,388	10,388	-	(10,388)
101-12-51019-012	Auto Allowance	-				-
101-12-51020-012	Educational Reimb.	1,000			8,000	8,000
	Allowance				-	-
	Total Salaries & Benefits	283,128	535,932	533,932	556,369	22,436
101-12-52008-012	Labor Relation Services	39,277	30,000	30,000	15,000	(15,000)
101-12-52022-012	Contract City Manager	87,500	-		-	-
101-12-52023-012	Contract Human Resources	14,186	25,000	25,000	10,000	(15,000)
101-12-52026-012	Contract Risk Management	-	10,000	10,000	-	(10,000)
101-12-53002-012	Other Equip Repair & Maint	2,259	4,500	3,415	6,305	2,890
101-12-53014-012	Utilities - Electricity	7,036	6,500	6,500	6,500	-
101-12-53015-012	Utilities - Gas	285	650	255	650	395
101-12-53016-012	Utilities - Water	427	485	485	485	-
101-12-53018-012	Utilities - Telephone	-	-		-	-
101-12-53024-012	Advertising - Noticing	1,201	4,000	2,450	4,000	1,550
101-12-53025-012	External Printing Services	1,785	2,400	2,400	6,000	3,600
101-12-53026-012	Recruitment Costs	17,295	5,000	5,000	1,000	(4,000)
101-12-53501-012	Administrative Services					-
101-12-53502-012	Computer Services					-
101-12-54002-012	Business Meetings & Meals	44	800	800	600	(200)
101-12-54003-012	Conferences	-	2,208	4,208	3,708	(500)
101-12-54004-012	Training and Workshops	301	4,900	2,900	5,400	2,500
101-12-54005-012	Subscriptions	260	205	205	205	-
101-12-54007-012	Memberships & Dues	8,748	17,185	13,522	17,585	4,063
101-12-54008-012	Mileage Reimbursement	-	250	250	-	(250)
101-12-54010-012	Other Contract Services	1,458	110,000	18,137	-	(18,137)
101-12-54012-012	Disaster Preparedness					-
101-12-54019-012	Special Events & Awards	885	1,000	1,000	1,000	-
101-12-54020-012	Election Expense	-	-		-	-

**Section B**

**GENERAL FUND**

**General Fund 101 Administration-Budget Details**

						<b>Increase</b>
			<b>Adopted</b>	<b>Revised</b>	<b>Recommended</b>	<b>(Decrease)</b>
<b>Administration</b>	<b>Budget FY 2013-14</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-2013</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>Year Budget</b>
101-12-55002-012	Office Supplies	3,333	6,000	6,000	6,000	-
101-12-55017-012	Postage	266	1,200	1,726	1,200	(526)
101-12-57006-012	Computer Equipment/Software	2,995	2,000	2,000	2,000	-
101-12-57007-012	Office Equip & Furniture	162	2,000	2,000	2,000	-
	Total Operations	189,705	236,283	138,253	89,638	(48,615)
	Total Admin Dept.	472,834	772,215	672,185	646,007	(26,179)

**Section B**

**GENERAL FUND**

**General Fund 101 Administration-Budget Details (D12)**

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>		<b>Recommended</b>
	<b>101-12 Administration</b>		<b>Appropriations</b>
Salaries	Salaries -three full-time (FTE) staff		371,190
Overtime	Office specialist (committee meetings, records retention)		1,000
Medicare Tax	Employees hired after April 1986 pay 1.45% of earnings		5,382
PERS Retire Contrib.- ER	Employer contribution for employee pension		41,217
PERS Retire Contrib.- EE	Employee contribution paid for by the employer		-
Health Insurance	Health plan coverage - Cafeteria Plan		42,600
Retiree Healthcare	Medical coverage for current eligible	11,097	
	GASB 45 annual required contribution	57,946	69,043
Dental Insurance	Delta Dental Plan premium		-
Vision Insurance	Vision Service Plan premium		-
Workers Compensation	Workers Comp charged to Department		11,070
Life & ADD Insurance	Premium to The Cities Group		529
STD Insurance	Short-term disability premium to The Cities Group		576
LTD Insurance	Long-term disability premium to The Cities Group		2,050
Unemployment Insurance	Projected unemployment benefits to 1 laid-off employee		-
EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		3,712
Education Reimbursement	Education Reimbursement		8,000
Allowance			-
	<b>Total Salaries &amp; Benefits</b>		<b>556,369</b>
Contract Human Resources	HR support, training		10,000
Recruitment Costs	Fingerprints, job posting, oral panel working lunch		1,000
Labor Relations Svs	Labor and employment support-APOA negotiations		15,000
Equip Repair & Maint	Misc. repairs of equipment	6,305	6,305

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>		<b>Recommended</b>
	<b>101-12 Administration</b>		<b>Appropriations</b>
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	
	Human Resources training and meetings	2,000	
	Town-wide policy training 2/year (HR compliance)	1,000	5,400
Office Supplies	Pens, paper, envelopes, binders, paper clips, etc., file materials for records retention and destruction	3,000	
	Record destruction plastic storage containers for permanent docs, file materials	3,000	6,000
Subscriptions	Employment law posters		205
Memberships & Dues	Liebert Cassidy Whitmore employer legal services	4,450	
	SCERS (Bay Area Employee Relations Svs) negotiations related	6,950	
	San Mateo County Employee Relations Consortium (SMCERC) - training and legal counsel	3,770	
	City Clerk - CCAC	135	
	San Mateo County City Manager's Association	250	
	International City/County Management Association (ICMA) - City Manager	1,280	
	CA City Management Foundation - CM membership	400	
	Code Publishing Inc. Web site hosting	350	17,585
Printing - Extl Servs	Electronic Athertonian		6,000
Postage	Resident mailings USPS BRM Permit #26		1,200
Utilities - Electricity	Admin Office PG&E		6,500
Utilities - Gas	Admin Office ABAG gas		650
Utilities - Water	Admin Office Cal Water		485
Conferences	City Manager -Annual Conference	1,500	
	Northern California City Clerks Business Meetings bimonthly - 6 per year, \$40 each	240	
	SMCERC - City Manager	168	
	League of California Cities-City Mgr meeting	1,000	
	City Clerk - New Law & Election conference	800	3,708
Bus Meetings & Meals	Town Strategic Planning Meeting - lunch meeting	300	
	City Manager various meetings	300	600
Special Events & Award	Recognition program		1,000
Computer Equip/Software	Replacement of 1 old computer	2,000	2,000

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>		<b>Recommended</b>
	<b>101-12 Administration</b>		<b>Appropriations</b>
Office Equip & Furniture	Ergonomic chair, tables etc.		2,000
	Total Operations		89,638
	Total Admin Dept.		646,007

**Salaries for Administration Department**

**FY 2014**

Job Class	Step @ 4/30/13	2013 Salary	2014 Salary	Employer PERS	Employee PERS	Medicare	Medical	Dental	Vision	STD	LTD	Life & ADD	Worker's Comp	Allowance (Housing, phone, etc)	Total
City Manager	N/A	160,000	196,650	21,836	-	2,851	16,800	-	-	192	794	210	5,900		245,233
City Clerk	C/D	95,928	109,459	12,154	-	1,587	16,800	-	-	192	794	210	3,284		144,480
Office Specialist	A	62,880	65,081	7,227	-	944	9,000	-	-	192	462	108	1,886		84,901
<b>Total Admin Dept.</b>		<b>318,808</b>	<b>371,190</b>	<b>41,217</b>	<b>-</b>	<b>5,382</b>	<b>42,600</b>	<b>-</b>	<b>-</b>	<b>576</b>	<b>2,050</b>	<b>529</b>	<b>11,070</b>	<b>-</b>	<b>474,614</b>

Note:

Salary & Benefit based on new resolution for Misc. starting 07/01/2013

Town of Atherton Budget 2013-2014

**Section B**

**GENERAL FUND**

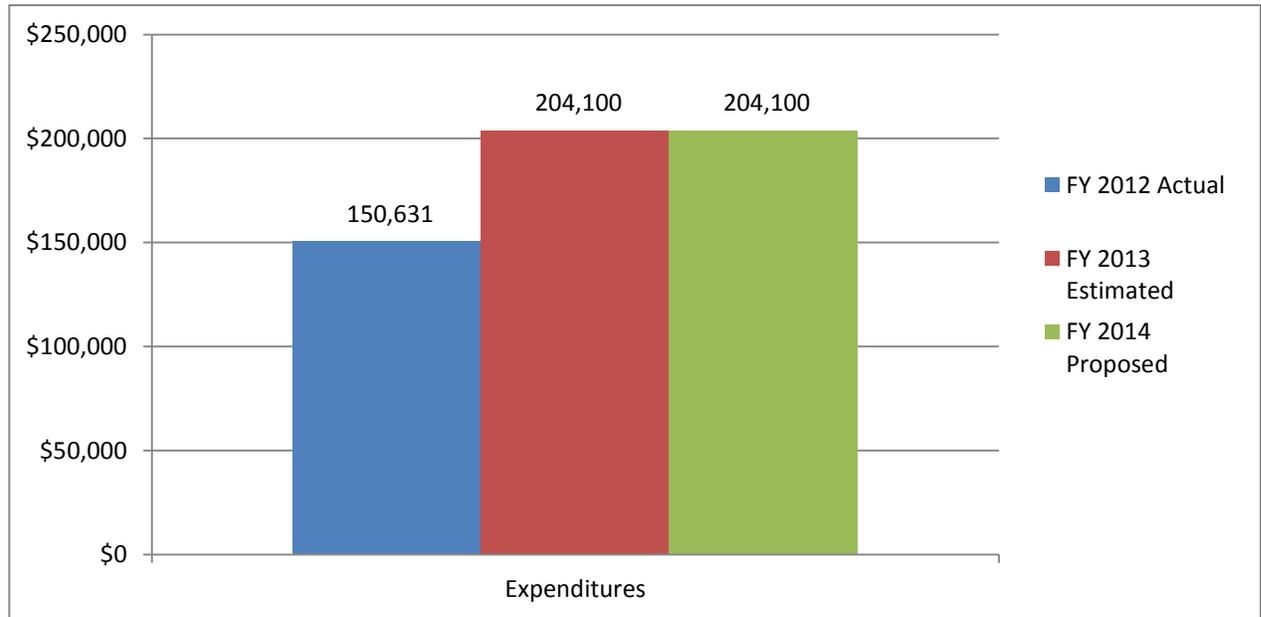
**General Fund 101 City Attorney (D16)**

Department 16 City Attorney Department advises the City Council and all committees, commissions, and employees of legal propriety of proposed actions. Prepares and/or reviews all ordinances, resolutions, contracts, and other documents. Represents the Town in civil litigation and acts as liaison to outside special counsel and prosecutes municipal code violations.

Annual Fiscal Impact \$204,100

Employee Contract (2): City Attorney, Deputy City Attorney

Three-year Summary



**Section B****GENERAL FUND****General Fund 101 City Attorney-Budget Details**

			<b>Adopted</b>	<b>Recommended</b>	<b>Increase (Decrease)</b>
<b>City Attorney</b>	<b>Budget FY 2013-14</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>Year Budget</b>
101-16-52002-016	City Attorney - Retainer	132,600	154,000	154,000	-
101-16-52003-020	City Attorney - Planning	-		-	-
101-16-52004-025	City Attorney - Building	-		-	-
101-16-52005-050	City Attorney - DPW Eng	-		-	-
101-16-52006-016	City Attorney - Other Services	17,790	50,000	50,000	-
101-16-52007-016	Attorney - Other Legal	74	100	100	-
101-16-52008-016	Labor Relations Service				-
101-16-53022-016	Liability Claims				-
101-16-53501-016	Administrative Services				-
101-16-53502-016	Computer Service Charge				-
101-16-54010-016	Other Contract Services				-
101-16-55002-016	Office Supplies	166			-
	<b>Total City Attorney Dept.</b>	<b>150,631</b>	<b>204,100</b>	<b>204,100</b>	<b>-</b>

**Section B****GENERAL FUND****General Fund 101 City Attorney-Budget Details (D16)**

		<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>	<b>Recommended</b>
	<b>101-16 City Attorney</b>	<b>Appropriations</b>
City Attorney - Retainer	Monthly retainer \$12,800	154,000
City Attorney - Other Services	Additional services	50,000
City Attorney - Other Legal	Postage, supplies	100
	Total City Attorney Dept	204,100

# Goals | Mission Budget 2013-2014

- Implement the Human Resources Module in Springbrook
- Update the 5-Year Financial Planning Forecast
- Develop a Policy for the funding of long-term liabilities
- Maximize revenue to the General Fund
- Develop a Disbursement Policy

**Section B**

**GENERAL FUND**

**General Fund 101 Finance (D18)**

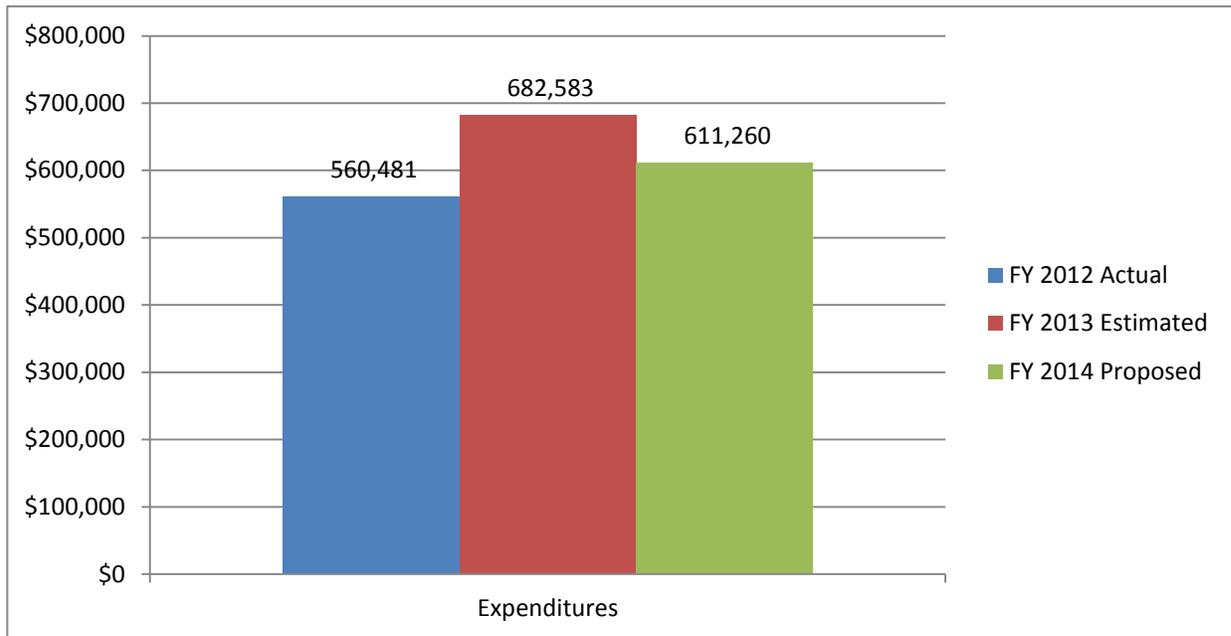
Department 18

The Finance Department monitors and reports on the financial position of the Town. The Finance department oversees the budget process for the Town and works with departments on the Five-Year Capital Improvement Program, as well as accounting for all revenues and expenditures, grants programs, and fiscal support to various Town committees. Responsibilities include cash receipts, payroll administration, accounts payable, all treasury functions, provide for completion of annual independent audit report, and filing of required reports with other government agencies.

Annual Fiscal Impact      \$611,260

Employee                      3 Full Time: Finance Director, Accountant, Accounting Technician

Three-year Summary



**Section B**

**GENERAL FUND**

**General Fund 101 Finance-Budget Detail**

			<b>Adopted</b>	<b>Revised</b>	<b>Recommended</b>	<b>Increase (Decrease)</b>
<b>Finance</b>	<b>Budget FY 2013-14</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2012-2013</b>	<b>2013-14</b>	<b>Year Budget</b>
101-18-50001-018	Regular Salaries	144,465	286,862	286,862	301,121	14,259
101-18-50002-018	Part-Time Permanent Salaries	9,137				-
101-18-50005-018	Temporary Help					-
101-18-50006-018	Overtime	304				-
101-18-50008-018	Vacation/Comp Time Payout	34,231				-
101-18-50013-018	EE Benefits Earned	1,466	2,869	2,869	3,011	143
101-18-51001-018	Medicare	2,728	4,160	4,160	4,366	207
101-18-51002-018	Social Security Tax	-	-		-	-
101-18-51003-018	PERS Retire Contrib- ER	20,250	39,948	39,948	33,436	(6,512)
101-18-51004-018	PERS Retire Contrib- EE	10,261	20,080	20,080	-	(20,080)
101-18-51006-018	Benefits Admin Fees	72				-
101-18-51007-018	STD Insurance	307	544	544	576	32
101-18-51008-018	Health Insurance-Active	31,375	42,651	42,651	42,600	(51)
101-18-51009-018	Health Insurance-Retirees	32,368	62,743	62,743	48,278	(14,465)
101-18-51010-018	Dental Insurance	2,880	4,809	4,809	-	(4,809)
101-18-51011-018	Vision Insurance	287	477	477	-	(477)
101-18-51013-018	Workers' Compensation	3,310	5,007	5,007	9,034	4,027
101-18-51014-018	Life & ADD Insurance	225	392	392	427	35
101-18-51015-018	LTD Insurance	744	1,742	1,742	1,867	125
101-18-51016-018	Unemployment Insurance	1,886	2,869	2,869	3,011	143
	<b>Total Salaries &amp;</b>	<b>296,297</b>	<b>475,153</b>	<b>475,153</b>	<b>447,729</b>	<b>(27,425)</b>
101-18-52001-018	Audit & Financial	40,751	54,921	54,921	61,035	6,114
101-18-52017-018	Technical Services	15,150	17,855	17,855	18,376	521
101-18-52020-018	Financial Services	119,417	35,000	13,048	-	(35,000)
101-18-53002-018	Repair Machinery & Equip	-	1,000	500	1,000	-
101-18-53025-018	External Printing Service	781	1,500	500	1,000	(500)
101-18-53031-018	Banking Services	8,445	13,800	9,300	13,000	(800)
101-18-53501-018	Administrative Services					-
101-18-53503-018	Trsrfr to Equip Replace Fund	10,000	10,000	10,000	10,000	-
101-18-54003-018	Conferences	1,320	1,200	1,200	1,200	-
101-18-54004-018	Training and Workshops	2,025	4,584	4,584	4,300	(284)
101-18-54005-018	Subscriptions	282	750	250	500	(250)
101-18-54007-018	Memberships & Dues	705	920	920	920	-
101-18-54008-018	Mileage Reimbursement	134	600	300	600	-
101-18-54010-018	Other Contract Services	38,815	39,500	67,952	22,500	(17,000)
101-18-54016-018	Business License Processing Fee	21,960	22,000	22,000	24,000	2,000
101-18-55002-018	Office Supplies	1,222	2,500	1,800	2,500	-
101-18-55009-018	Misc. Computer Parts	160	500	300	600	100
101-18-55017-018	Postage	30				-
101-18-57006-018	Computer Equip/Software	2,989	2,000	2,000	2,000	-
101-18-57007-018	Office Machines & Furniture					-
	<b>Sub Total</b>	<b>264,185</b>	<b>208,630</b>	<b>207,430</b>	<b>163,531</b>	<b>(45,099)</b>
101-18-53022-018	Liability Claim Expense					
	<b>Total</b>	<b>264,185</b>	<b>208,630</b>	<b>207,430</b>	<b>163,531</b>	<b>(45,099)</b>
	<b>Total Finance</b>	<b>560,481</b>	<b>683,783</b>	<b>682,583</b>	<b>611,260</b>	<b>(72,524)</b>

**Section B**

**GENERAL FUND**

**General Fund 101 Finance-Budget Detail (D18)**

Account & Title	Quantity, brief description and justification of items requested	FY 2014	
			Recommended Appropriations
	<b>101-18</b>		
Salaries	Salaries - three full-time (FTE) staff		301,121
Medicare Tax	Employees hired after April 1986 pay 1.45% of earnings		4,366
PERS Retire Contrb- ER	Employer contribution for employee pension		33,436
PERS Retire Contrb- EE	Employee contribution paid for by the employer		-
Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross		42,600
Retiree Healthcare	Medical coverage for retirees	37,181	
	GASB 45 annual required contribution	11,097	48,278
Dental Insurance	Teamster Dental Plan premium		-
Vision Insurance	Vision Service Plan premium		-
Workers Compensation	Workers Comp charged to Department		9,034
Life & ADD Insurance	Premium to The Cities Group		427
STD Insurance	Short-term disability premium to The Cities Group		576
LTD Insurance	Long-term disability premium to The Cities Group		1,867
Unemployment Insuran	Projected unemployment benefits to 1 laid-off employee		3,011
EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		3,011
	<b>Total Salaries &amp; Benefits</b>		<b>447,729</b>
Audit & Financial			
	FY 2013 Audit (40% of total for final work)	15,352	
	FY 2014 Audit (60% of total for interim work)	38,719	
	FY 2013 State Controller Report - Town	5,786	
	FY 2013 Appropriations Limit	1,178	61,035
Technical Service	Springbrook annual maintenance fee	15,097	
	Springbrook project management module maintenance	1,440	
	Harris (Wintegrate) one license maintenance fee	1,840	18,376
Financial Services	Interim Finance Director and consultants		-
Equip Maint	Misc. repair for office equip and laser printers		1,000
Printing - Extl Services	FY 2013 financial report, form 1099, W-2s		1,000
Training & Workshops	Springbrook Client Conference - Finance Director	1,200	
	Governmental Accounting - Updates and Implementation	600	



**Salaries for Finance Department**

**FY 2014**

Job Class	Step@ 04/30/13	2013 Salary	2014 Salary	Employer PERS	Employee PERS	Medicare	Medical	Dental	Vision	STD	LTD	Life & ADD	Worker's Comp	Total
Finance Director	A/B	139,800	155,051	17,217	-	2,248	16,800	-	-	192	794	210	4,652	197,164
Accountant	D	80,256	83,065	9,224	-	1,204	16,800	-	-	192	611	108	2,492	113,696
Accounting Technician*	A/B	69,887	63,005	6,996	-	914	9,000	-	-	192	463	108	1,890	82,568
<b>Total Finance Dept.</b>		<b>289,943</b>	<b>301,121</b>	<b>33,436</b>	<b>-</b>	<b>4,366</b>	<b>42,600</b>	<b>-</b>	<b>-</b>	<b>576</b>	<b>1,867</b>	<b>427</b>	<b>9,034</b>	<b>393,428</b>

Note:

Salary & Benefit based on new resolution starting 07/01/13

\* Fulfilled 04/08/2013

# Goals | Mission Budget 2013-2014

- Complete the General Plan Update to include the Housing Element
- Work with the Planning Commission to Update/Revise the Town's Heritage Tree Ordinance
- Expand the Use of Technology Tools in Concert with Increased
- Use of the Town's Website
- Coordinate with Developers & Menlo Park Fire for Adoption of the 2013 California Codes & Revise Handouts
- Develop a Policy to Address Timelines for Construction Permits -
- Coordinate the same with the Town's Construction Time Limit Ordinance.
- Expand the Use of Technology Tools, to include an upgrade to the Trakit Permitting Software
- Implement Digitization of Archived Plans & Permit Files
- Address environmental impacts of new construction: parking, noise, dust, street drainage, and neighborhood impact.

**Section B**

**GENERAL FUND**

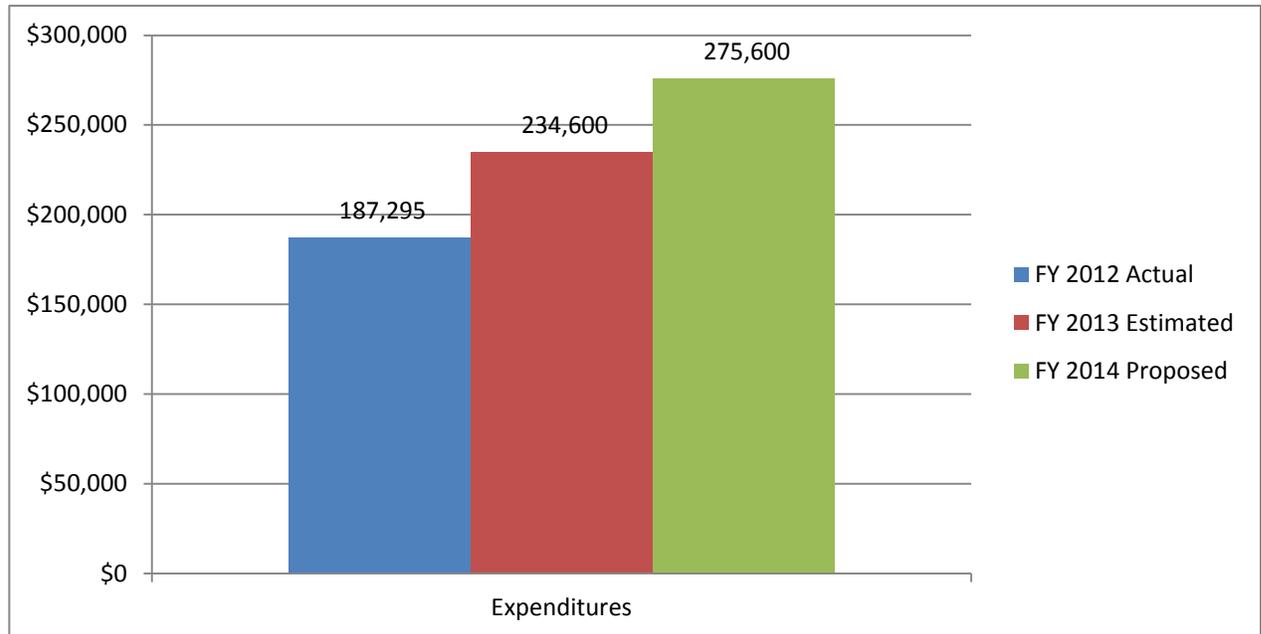
**General Fund 101 Planning (D20)**

Department 20                      Planning department oversees Administration of the Zoning Title and Subdivision Ordinance. Preparation of Town-Wide Planning Documents (e.g. the General Plan). Review of Development Proposals to ensure consistency with the General Plan and Zoning Title. Manages the Preparation of Environmental Documents required under CEQA. Prepares Staff Reports regarding land use matters for the Planning Commission and City Council

Annual Fiscal Impact              \$275,600

Employee                              Contract: (2) Planners, Contract Arborist: (1) split with Building

Three-year Summary



**Section B**

**GENERAL FUND**

**General Fund 101 Planning-Budget Details**

						<b>Increase</b>
			<b>Adopted</b>		<b>Recommended</b>	<b>(Decrease)</b>
<b>Planning</b>	<b>Budget FY 2013-14</b>	<b>Actual</b>	<b>Budget</b>	<b>Estimate</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2012-2013</b>	<b>2013-14</b>	<b>Year Budget</b>
101-20-52011-020	Contract Planner	159,826	180,000	180,000	180,000	-
101-20-52013-020	Zoning Code Update					-
101-20-52014-020	General Plan Update					-
101-20-52015-020	Housing Element		20,000	20,000	60,000	40,000
101-20-52016-020	Historical Artifacts					-
101-20-52029-020	Contract Arborist Service	25,006	30,000	30,000	30,000	-
101-20-53002-020	Other Equip Repair & Maint.	450	360	360	360	-
101-20-53014-020	Utilities - Electricity	185	220	220	220	-
101-20-53015-020	Utilities - Gas	166	160	160	160	-
101-20-53016-020	Utilities - Water	39	40	40	40	-
101-20-53024-020	Advertising/Noticing	187	2,000	1,000	2,000	-
101-20-53025-020	Printing - External Service					-
101-20-53033-020	Rent - Mach & Equip	614	620	620	620	-
101-20-54010-020	Other Contract Services					-
101-20-55002-020	Office Supplies	823	2,200	2,200	2,200	-
101-20-55017-020	Postage					-
	<b>Total Planning Dept.</b>	<b>187,295</b>	<b>235,600</b>	<b>234,600</b>	<b>275,600</b>	<b>40,000</b>

**Section B**

**GENERAL FUND**

**General Fund 101 Planning-Budget Details (D20)**

		<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>	<b>Recommended</b>
	<b>101-20 Planning</b>	<b>Appropriations</b>
Contract Planner Svcs	Neal Martin & Associates services. Town Planner: +/- 16 hours/month; Deputy Town Planner: +/- 56 hours per month; Assistant Planner: +/- 96 hours per month	180,000
Housing Element Update	Participation in C/CAG Housing Element Update for RHNA-5	60,000
Contract Arborist Svcs	Contract arborist services that cannot be passed through	30,000
Advertising - Noticing	Newspaper publication of legal notices, Housing Element, General Plan	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	620
Office Supplies	paper, pens, etc.	2,200
Utilities - Electricity	PG&E	220
Utilities - Gas	ABAG gas	160
Utilities - Water	Cal water	40
	<b>Total Planning Dept.</b>	<b>275,600</b>

**Section B**

**GENERAL FUND**

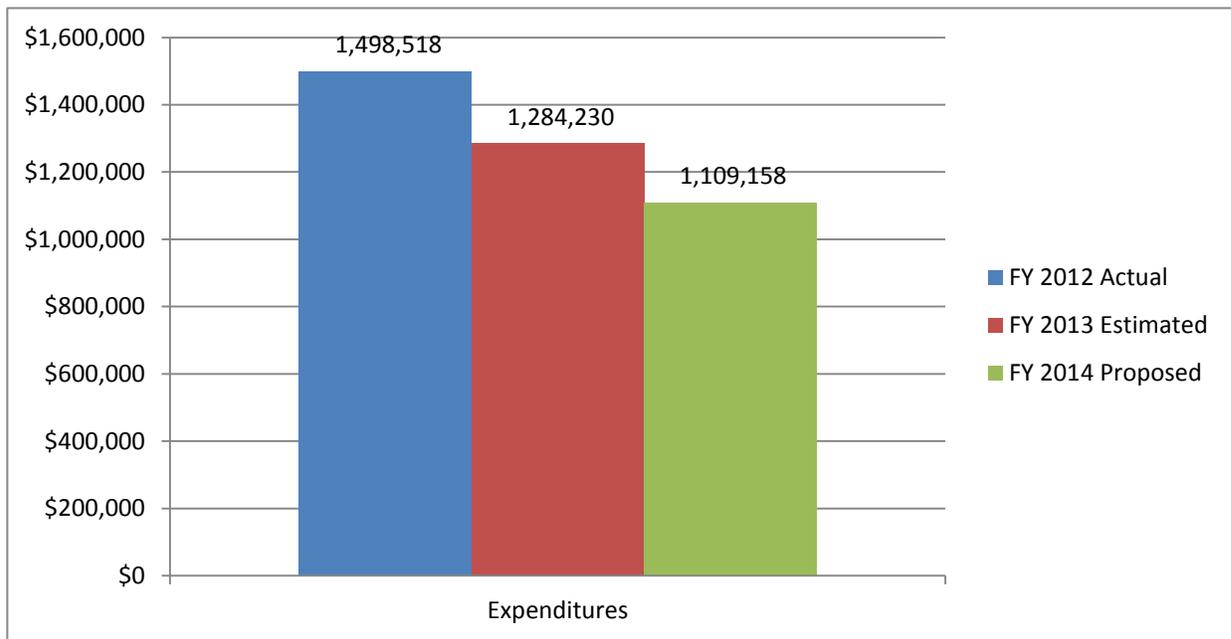
**General Fund 101 Building (D25)**

Department 25 Building Department enforces the provisions of Title 24 of the California Code of Regulations generally referred to as the California Building Code and the Atherton Municipal Code. The Department receives applications, reviews construction documents and issues permits for the erection, and alteration, demolition and moving of buildings and structures. It inspects the premises for which such permits have been issued and enforces compliance with the provisions of the Building Code and regulations adopted by the Town of Atherton.

Annual Fiscal Impact \$1,109,158

Employee 0.5 Full Time Office Specialist, (.4) Associate Engineer, Contract (1) Building Official, Contract Arborist (1) split with planning

Three-year Summary



**Section B**

**GENERAL FUND**

**General Fund 101 Building-Budget Details**

						<b>Increase</b>
			<b>Adopted</b>		<b>Recommended</b>	<b>(Decrease)</b>
<b>Building Dept.</b>	<b>Budget FY 2013-14</b>	<b>Actual</b>	<b>Budget</b>	<b>Estimate</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2012-2013</b>	<b>2013-14</b>	<b>Year Budget</b>
101-25-50001-025	Regular Salaries	155,013	31,440	71,440	73,564	2,124
101-25-50006-025	Overtime	557				-
101-25-50008-025	Vacation/Comp Time Payout	8,764				-
101-25-50013-025	EE Benefits Earned	1,352	314	704	736	32
101-25-51001-025	Medicare	2,487	456	1,036	1,067	31
101-25-51003-025	PER Retire Contrb.- ER	18,682	4,378	9,878	8,169	(1,709)
101-25-51004-025	PERS Retire Contrb.- EE	9,466	2,201	5,000	-	(5,000)
101-25-51007-025	STD Insurance	384	192	192	384	192
101-25-51008-025	Health Insurance-Active	29,266	14,469	14,469	16,080	1,611
101-25-51009-025	Health Insurance-Retirees	66,761	72,136	72,136	31,235	(40,901)
101-25-51010-025	Dental Insurance	3,164	1,642	1,642	-	(1,642)
101-25-51011-025	Vision Insurance	344	180	180	-	(180)
101-25-51013-025	Workers' Compensation	2,010	597	1,347	2,207	860
101-25-51014-025	Life & ADD Insurance	217	108	108	118	10
101-25-51015-025	LTD Insurance	1,194	231	231	541	310
101-25-51015-025	Uniforms					-
101-25-51016-025	Unemployment Insurance	35,470	25,627	25,627	-	(25,627)
101-25-51019-025	Auto Allowance	1,892	-		-	-
	<b>Total Salaries &amp; Benefits</b>	<b>337,025</b>	<b>153,971</b>	<b>203,989</b>	<b>134,099</b>	<b>(69,890)</b>
101-25-52012-025	Contract Plan Review Services	49,232	-		-	-
101-25-52017-025	Technical Service	9,250	10,000	84,432	18,000	(66,432)
101-25-52018-025	Code Enforcement	-	76,285	76,285	76,285	-
101-25-52020-025	Contract Building Official	27,248	-		-	-
101-25-52021-025	Contract Inspection Service	103,253	45,000	45,000	33,000	(12,000)
101-25-52029-025	Contract Arborist Service	71,170	100,000	100,000	100,000	-
101-25-52032-025	Contract Permit Technician Svs	3,640	-		-	-
101-25-52033-025	Contract Bldg & Life Safety Svs	726,105	760,300	670,300	704,562	34,262
101-25-53001-025	Vehicle Repair & Maint	-	-		-	-
101-25-53002-025	Other Equip Repair & Maint	613	-	1,362	-	(1,362)
101-25-53008-025	Custodial Services					-
101-25-53014-025	Utilities - Electricity	1,112	1,400	1,400	1,400	-
101-25-53015-025	Utilities - Gas	998	950	950	950	-
101-25-53016-025	Utilities - Water	235	200	200	200	-
101-25-53018-025	Utilities - Telephone	17				-
101-25-53024-025	Advertising/Publishing					-
101-25-53033-025	Rent - Mach & Equip	614	612	612	612	-
101-25-53501-025	Administrative Services					-
101-25-53502-025	Trsfr to Computer Service					-
101-25-53503-025	Trsfr to Equip Replace Fd	10,000	10,000	10,000	24,500	(5,000)
101-25-54003-025	Conferences	-				-
101-25-54004-025	Training & Workshop	65				-
101-25-54005-025	Subscriptions	-	-		1,350	1,350
101-25-54007-025	Memberships & Dues	300				-
101-25-54008-025	Mileage Reimbursement	-				-
101-25-54010-025	Other Contract Services	488		2,200		(2,200)
101-25-54010-025	Building Inspection					-
101-25-54011-025	Environment Programs					

						Increase	
			Adopted		Recommended	(Decrease)	
Building Dept.	Budget FY 2013-14	Actual	Budget	Estimate	Budget	Over Prior	
Account	Description	2011-12	2012-13	2012-2013	2013-14	Year Budget	
101-25-55002-025	Office Supplies	2,925	2,500	6,000	3,200	(2,800)	
101-25-55003-025	Microfilms-Digital Archiving	-	-		11,000	11,000	
101-25-55006-025	Safety Supplies & Matls	-	-		-	-	
101-25-55015-025	Oil & Gasoline	50	-		-	-	
101-25-57006-025	Computer Equipment/Software	500	1,50	1,137	-	18,363	
101-25-57007-025	Office Equip & Furniture	325	-	363	-	(363)	
101-25-58003-025	Trsfr to Facil Construct Fd	153,356	80,000	80,000	-	(80,000)	
						-	
	Total Operations	1,161,493	1,088,747	1,080,241	975,059	(105,182)	
	Total Building Dept	1,498,518	1,242,717	1,284,230	1,109,158	(175,072)	
					Revenue	1,226,295	
					Net Rev and Exp	117,137	
					Indirect cost allocation (*)	1,235,074	
					Total Net Income(Loss)	(8779)	
					Proj. Bldg Oper Resv, 6/30/13	420,580	
					Proj. Bldg Oper Resv, 6/30/14 (**)	411,802	
	* to be adjusted once a new cost allocation plan is adopted.						
	** estimated FY 2013-14 Building Reserve						

**Section B**

**GENERAL FUND**

**General Fund 101 Building-Budget Details (D25)**

Account & Title	Quantity, brief description and justification of items requested	FY 2014	
		Recommended	Appropriations
	<b>101-25 Building</b>		
Regular Salaries	Salaries - one half (0.5) full-time (FTE) staff		73,564
Medicare Tax	Medicare is paid on all salaries at a rate of 1.45%		1,067
PERS Employer Contr	Employer contribution for employee pension		8,169
PERS Employee Contr	Employee contribution paid for by the employer		-
Health Insurance	Health plan coverage - CAP		16,080
Retiree Healthcare	Medical coverage for current eligible	27,536	
	GASB 45 annual required	3,699	31,235
Dental Insurance	Delta Dental Plan premium		-
Vision Insurance	Vision Service Plan premium		-
Workers Compensation	Workers Comp charged to Department		2,207
Life & ADD Insurance	Premium to The Cities Group		118
STD Insurance	Short-term disability premium to The Cities Group		384
LTD Insurance	Long-term disability premium to The Cities Group		541
Unemployment Insur	Projected unemployment cost		
EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		736
	Total Salaries & Benefits		134,099
Contract Bldg Inspection	Contract inspection service provided by Interwest after 8/23/2011 for Town issued permits		33,000
Contract Arborist Service	Arborist Service @\$150/hr for 16 hrs/week for 48 wks		100,000
Contract Bldg & Life Safety Svs	Contract costs equal 58% of the first one million dollars in projected building revenues (excluding tree removal plan check), plus 55% of revenue in excess of one million dollars, plus certain previous inspections.		704,562
Technical Service	CRW maintenance fee		18,000
Code Enforcement Services	From 12 to 16 hours per week on-site inspections and phone calls (Previously budgeted in Non-departmental for \$56,985)		76,285
Environmental Prog.	See City Council (Dept. 11)		

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>		<b>Recommended</b>
	<b>101-25 Building</b>		<b>Appropriations</b>
Office Supplies	Office supplies, permit cards, project envelope, etc.		3,200
Subscription	Misc. Code Books (New Code Cycle)		1,350
Microfilms	Digital Archiving		11,000
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	See Transfer to Equipment Replace Fd 2 & 3 total \$19,500	-	
Trsf to Equip Replace Fd	1) For permit tracking system upgrade-future	5,000	
	2) Replacement of 1 old computer for Trakit upgrade-Current	1,500	
	3) Upgrade to Trakit software permit system-Current	18,000	24,500
Trsf to Facil Construct Fd	For sinking fund for Bldg portion of New Town Center		-
	Total Operations		975,059
	Total Building Dept.		1,109,158

Salaries for Building Department															
FY 2014															
Job Class	Step @ 04/30/13	2013 Salary	2014 Salary	Employer PERS	Employee PERS	Medicare	Medical	Dental	Vision	STD	LTD	Life & ADD	Worker's Comp	Auto Allow	Total
Office Specialist (0.5)	D	31,440	32,541	3,613	-	472	8,400	-	-	192	239	54	976		46,487
Assistant/Associate Engineer (0.4)	D	37,480	41,023	4,555	-	595	7,680	-	-	192	302	64	1,231		55,641
<b>Total Building Dept.</b>		<b>68,920</b>	<b>73,564</b>	<b>8,169</b>	<b>-</b>	<b>1,067</b>	<b>16,080</b>	<b>-</b>	<b>-</b>	<b>384</b>	<b>541</b>	<b>118</b>	<b>2,207</b>	<b>-</b>	<b>102,128</b>
Note:															
Salary & Benefit based on new resolution starting 07/01/2013															
Office Specialist budgeted at 0.5 FTE for Building Department															
Town of Atherton Budget 2013-2014															

**Section B**

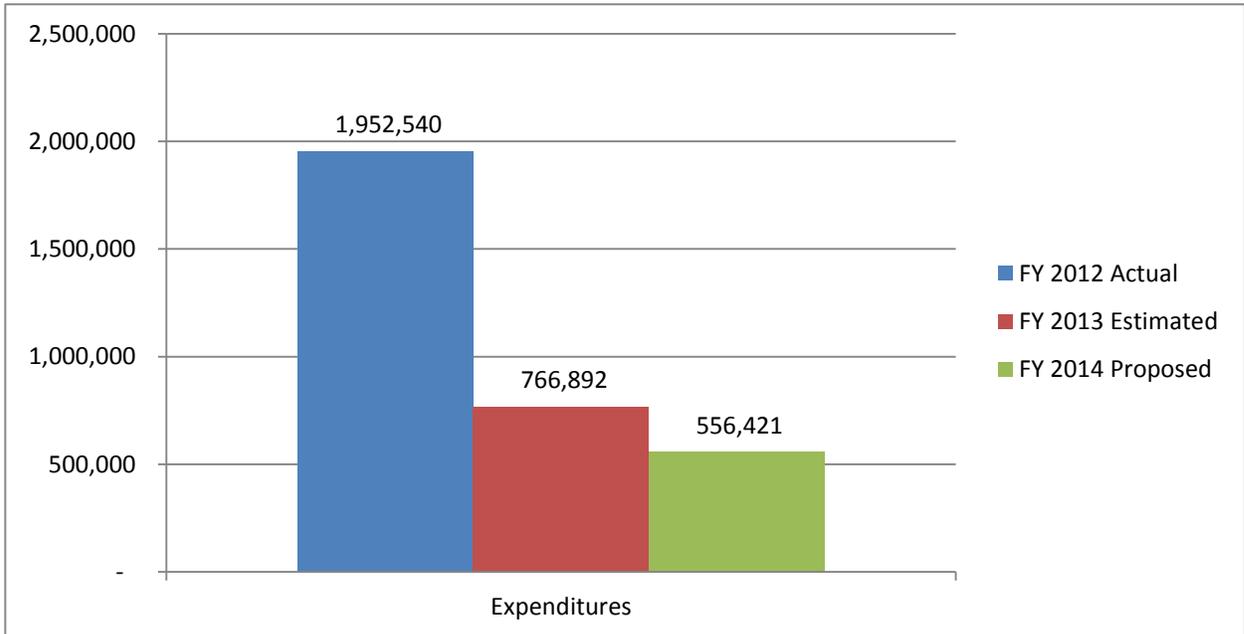
**GENERAL FUND**

**General Fund 101 Interdepartmental (D30)**

Department 30 Intergovernmental department provides for costs that are incurred and support all city departments. Costs include liability insurance, IT support, County Tax administration costs, IT infrastructure costs.

Annual Fiscal Impact \$556,421

Three-year Summary



**Section B**

**GENERAL FUND**

**General Fund 101 Interdepartmental Details**

			Adopted	Revised	Recommended	Increase (Decrease)
Interdepartmental	Budget FY 2013-14	Actual	Budget	Budget	Budget	Over Prior
Account	Description	2011-12	2012-13	2012-2013	2013-2014	Year Budget
101-30-51006-030	Benefits Admin Fees					-
101-30-51003-030	PERS Retirement Contrib-ER	1,224,321				-
101-30-51012-030	Employee Assistance Program	1,635	2,000	2,000	1,800	(200)
101-30-52018-030	Code Enforcement Services(**)	60,410	-		-	-
101-30-52019-030	IT Support	32,515	50,000	50,000	50,000	-
101-30-53018-030	Utilities - Telephone	10,510	15,000	15,000	12,000	(3,000)
101-30-53019-030	Liability Insurance	233,384	265,642	265,642	274,526	8,884
101-30-53020-030	Employment Practice Liability Insurance	36,000	36,000	36,000	36,000	-
101-30-53021-030	Property Insurance	5,378	5,916	5,916	6,153	237
101-30-53022-030	Liability Claim Expense	-	-		-	-
101-30-54007-030	Memberships & Dues	2,999	5,765	5,765	1,958	(3,807)
101-30-54010-030	Other Contract Services (*)	22,406	90,000	90,000	-	(90,000)
101-30-54011-030	Environmental Programs Committee (*)	-	-		-	-
101-30-54013-030	Contribution - SSV	-	250	250	-	(250)
101-30-54014-030	Contribution - HIP	1,250	1,250	2,275	-	(1,250)
101-30-54015-030	Contribution - Sustainable SMC	-	-		-	-
101-30-54017-030	Post Office Expense	5,840	4,320	4,320	4,400	80
101-30-54020-030	Election Cost (*)	53	20,000	20,000	-	(20,000)
101-30-54024-030	Contribution to P/Y Solid Waste	252,996	84,333	84,333	-	(84,333)
101-30-54029-030	County Tax Administration Cost	44,450	52,250	52,250	51,184	(1,066)
101-30-55008-030	Misc Computer Software					-
101-30-55009-030	Misc Computer Parts & Supplies	3,483	14,599	14,599	8,000	(6,599)
101-30-55016-030	Other Supplies & Materials	-	4,000	4,000	3,000	(1,000)
101-30-55017-030	Postage	14,911	16,843	26,843	17,200	357
101-30-57006-030	IT Infrastructure Plan	-	97,700	87,700	90,200	(7,500)
	Total Non-Department	1,952,540	765,867	766,892	556,421	(209,447)
	(*) Items move to City Council					
	(**) Item move to building					

**Section B**

**GENERAL FUND**

**General Fund 101 Intergovernmental Budget Details (D30)**

Account & Title	Quantity, brief description and justification of items requested.	FY 2014	
		Recommended	Appropriations
<b>101-30 Interdepartmental</b>			
Code Enforcement Svcs	for 8 hours/week inspection, 119 hours phone calls/year (Moved to Building Department Budget)		-
Other Contract Services	High Speed Rail (HSR) public relation (Move to City Council D-11)	-	-
Environ Program Commit	Support for Committee work (Move to City Council D-11)		-
IT Support	Contract IT support		50,000
Misc Comp Parts & Sup	6 Off-site security of backup tapes	1,200	
	Symantec Anti-virus	1,500	
	Backup software support	1,300	
	Parts for servers, spare hard drive, UPS battery	4,000	8,000
Other Supplies & Matls	Other unexpected small items		3,000
Memberships and Dues	ABAG	1,958	
	LAFCO (See City Council D-11)	-	
	City/County Assoc of Government-San Mateo (C/CAG) (See City Council D-11)	-	1,958
Liability Insurance	Annual premiums for general insurance pool	85,075	
	Annual premiums for excess liability insurance pool	5,779	
	Public Official bond	837	
	Administrative Premium to ABAG	82,835	
	Self-insured retention (SIR) reserve	100,000	274,526
Property Insurance	Annual premiums for property insurance pool		6,153
Employ Pract Liab Insurance	Premium to employment practice liability		36,000
EAP	Premium for employee assistance program		1,800
Contribution - SSV	Sustainable Silicon to produce environmental and resources conservation Silicon Valley (Move to City Council D-11)		-
Contribution - HIP	Human Investment Project (HIP) grant to find a place to call home for people throughout San Mateo County (Move to City Council D-11)		-
Postage	Feeder rental & maint.	700	
	Meter rental #419	1,500	

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested.</b>		<b>Recommended</b>
	<b>101-30 Interdepartmental</b>		<b>Appropriations</b>
	Stamps for mailing	15,000	17,200
Utilities - Telephone	Main line, PBX charge, phone usage, high speed internet,		12,000
Election Cost	Move to City Council D-11		-
County Tax Admin Cost	San Mateo County property tax admin charges		51,184
Post Office Expense	Weighing platform, base, feeder rental	1,500	
	Supplies - ink cartridge, strips, paper, pre-inked stamps	1,500	
	Meter (security device) rental	1,400	4,400
IT Infrastructure Plan	Server room creation & relocation cost	16,200	
	Virtual server implementation, consolidation, and licenses	20,500	
	Rebuild firewall for improved security	1,200	
	Website design & hosting	12,500	
	Wireless projects for improved security, connect council chambers to network, controller plus access points	9,800	
	Document imaging system	30,000	90,200
	Total Intergovernmental		556,421

# Goals | Mission Budget 2013-2014

- Maintain a 5-minute or less response time to emergency calls
- Support the 3-E's of Traffic Management: Education, Enforcement, & Engineering
- Expand the Police Department's video surveillance program
- Provide community outreach to new residents
- Expand crime prevention and suppression efforts
- Identify, recruit, and train personnel to continue the D.A.R.E. Program
- Fill existing officer vacancies and update the Department's Succession Plan
- Expand the use of technology tools to utilize social media and other methods of connecting with the community

**Section B**

**GENERAL FUND**

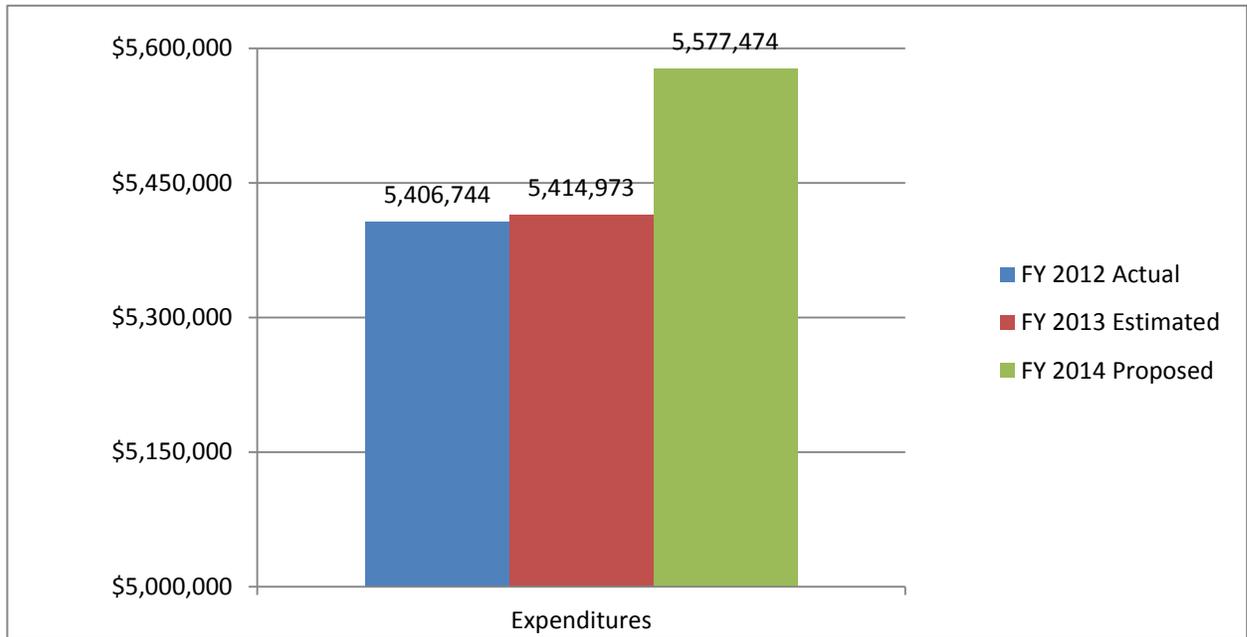
**General Fund 101 Police Dept. (D40)**

Department 40                      Police Department serves with honor, integrity and professionalism. The Department provides a full-range of police services to the residents of Atherton. Provides 24-hour police patrol, traffic enforcement, crime investigation and other law enforcement services to protect and preserve the health, safety and high quality of life for our residents

Annual Fiscal Impact              \$5,577,474

Employee                              Police Chief (1), Lieutenant (1), Sergeant (5), Police Officer (14), CSO (1), Dispatcher (4), part-time reserve officers (5), per diem dispatchers (9)

Three-year Summary



**Section B**

**GENERAL FUND**

**General Fund 101 Police Dept. Budget Details**

			Adopted		Recommended	Increase (Decrease)
Police	Budget FY 2013-14	Actual	Budget	Estimate	Budget	Over Prior
Account	Description	2011-12	2012-13	2012-2013	2013-14	Year Budget
101-40-50001-040	Regular Salaries	1,900,407	2,184,885	2,134,885	2,374,066	239,181
101-40-50002-040	Part-time Permanent	466	-	-	-	-
101-40-50003-040	Dispatcher Salaries	339,224	309,257	309,257	308,031	(1,226)
101-40-50004-040	Reserve Salaries	88,923	30,720	30,720	40,000	9,280
101-40-50005-040	Temporary Help	88,228	31,052	81,052	80,000	(1,052)
101-40-50006-040	Overtime	165,029	140,000	220,000	180,000	(40,000)
101-40-50007-040	Special Event Salaries Reimb	6,386	10,000	10,000	10,000	-
101-40-50008-040	Vacation/Comp Time Payout	61,478		20,000		(20,000)
101-40-50013-040	EE Benefits Earned	42,692	51,595	51,595	55,066	3,471
101-40-51001-040	Medicare Tax	36,753	38,302	38,302	41,663	3,361
101-40-51002-040	Social Security	1,883	381	381	2,480	2,099
101-40-51003-040	PERS Retire Contr - ER	814,831	912,093	642,093	697,148	55,054
101-40-51004-040	PERS Retire Contr - EE	174,045	187,264	187,264	166,478	(20,786)
101-40-51005-040	Deferred Comp-ER Paid	7,109	7,523	7,523	7,498	(25)
101-40-51006-040	Benefits Admin Fees	125	-	-	-	-
101-40-51007-040	STD Insurance	568	576	576	576	-
101-40-51008-040	Health Insurance - Active	321,159	362,601	362,601	429,953	67,353
101-40-51009-040	Health Insurance - Retirees	458,746	495,676	495,676	346,913	(148,763)
101-40-51010-040	Dental Insurance	36,055	39,398	39,398	37,498	(1,901)
101-40-51011-040	Vision Insurance	4,115	4,693	4,693	4,570	(123)
101-40-51013-040	Workers' Compensation	45,217	43,226	43,226	87,810	44,584
101-40-51014-040	Life & ADD Insurance	2,752	3,100	3,100	3,208	108
101-40-51015-040	LTD Insurance	17,252	17,670	17,670	18,361	691
101-40-51016-040	Unemployment Insurance	40,469	26,415	26,415	28,733	2,318
101-40-51018-040	Uniforms	17,731	15,951	15,951	17,301	1,350
101-40-51020-040	Educational Reimbursement	-	6,	6,	6,0	-
	Allowance				-	-
	Total Salaries & Benefits	4,671,646	4,918,378	4,748,378	4,943,353	194,975
101-40-52017-040	Technical Services	68,319	59,026	74,026	77,740	3,714
101-40-52028-040	Contract Police Chief Svs	166,750	-	-	-	-
101-40-53001-040	Equip Maint - Vehicles	64,604	40,000	75,000	50,000	(25,000)
101-40-53002-040	Equip Maint - Other	5,827	5,000	5,000	5,000	-
101-40-53004-040	Facility Repair & Maint	-	-	-	-	-
101-40-53008-040	Custodial Services	-	-	-	-	-
101-40-53014-040	Utilities - Electricity	16,791	18,000	22,300	18,000	(4,300)
101-40-53015-040	Utilities - Gas	485	1,100	1,380	1,100	(280)
101-40-53016-040	Utilities - Water	1,286	800	1,265	800	(465)
101-40-53018-040	Utilities - Telephone	32,992	33,368	34,528	32,024	(2,504)
101-40-53025-040	Printing - External Service	1,762	2,000	2,000	2,000	-
101-40-53026-040	Recruitment Cost	1,880	4,400	29,400	8,800	(20,600)
101-40-53027-040	SMC Booking Fees	-	4,000	4,000	4,000	-
101-40-53028-040	Citation Processing	790	1,800	1,800	3,000	1,200
101-40-53032-040	Rent - Facilities	8,397	8,760	8,760	8,760	-
101-40-53501-040	Administrative Services					-
101-40-53502-040	Computer Svs Charge					-
101-40-53503-040	Trsfr to Equip Replace Fd	54,000	62,800	62,800	74,480	11,680
101-40-54003-040	Conferences	669	1,280	1,280	2,280	1,000
101-40-54004-040	Training & Workshops	456	2,000	2,000	2,000	-
101-40-54005-040	Subscriptions	878	800	800	800	-
101-40-54006-040	POST Training	18,683	22,000	22,985	22,000	(985)
101-40-54007-040	Memberships & Dues	1,320	1,980	1,980	2,000	20
101-40-54008-040	Mileage Reimbursement	740	300	300	300	-
101-40-54010-040	Other Contract Services	87,704	85,089	85,089	88,107	3,018
101-40-54019-040	Special Events & Awards					-

			Adopted		Recommend	Increase (Decrease)
Police	Budget FY 2013-14	Actual	Budget	Estimate	Budget	Over Prior
Account	Description	2011-12	2012-13	2012-2013	2013-14	Year Budget
101-40-54021-040	Animal Control Services	52,175	52,180	46,902	52,180	5,278
101-40-55002-040	Office Supplies	6,453	6,700	6,700	6,700	-
101-40-55004-040	Parking Penalties to County					-
101-40-55006-040	Safety Supplies & Materials	9,500	8,000	8,000	8,000	-
101-40-55007-040	K-9 Expenses	18,248	15,000	15,000	21,000	6,000
101-40-55009-040	Misc. Computer Parts/supplies	79	-	-		-
101-40-55015-040	Oil and Gasoline	51,348	65,000	90,000	80,000	(10,000)
101-40-55016-040	Other Supplies & Mats	28,165	31,300	31,300	38,350	7,050
101-40-55017-040	Postage	-				-
101-40-55018-040	Disaster/Emergency			20,000	-	(20,000)
101-40-57002-040	Building Improvements		8,000	8,000	-	(8,000)
101-40-57004-040	Mach & Equip	12,836			8,700	8,700
101-40-57005-040	Vehicles & Accessories	3,015	4,000	4,000		12,000
101-40-57006-040	Computer Equip/Software*	18,948			16,000	-
101-40-57007-040	Office Equip & Furniture					-
101-40-57010-040	Misc. Capital Outlay					-
		735,099	544,683	666,595	634,121	(32,474)
101-40-53022-040	Liability Claim Expense					-
	Total Operations	735,099	544,683	666,595	634,121	(32,474)
	Total Police Dept.	5,406,744	5,463,061	5,414,973	5,577,474	162,502

**Section B**

**GENERAL FUND**

**General Fund 101 Police Dept. Budget Details (D40)**

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and Justification of items</b>		<b>Recommended</b>
	<b>D40 Police Department</b>		<b>Appropriations</b>
Regular Salaries	21 Sworn, 1 Executive Assistant, 1 Community Service Officer	2,474,066	
	COPS Grant funding (assume no cut in funding)	(100,000)	2,374,066
Dispatch Salaries	4 full-time dispatchers		308,031
Reserve Salaries	5 part-time reserve officers		40,000
Temporary Help	9 per diem dispatchers		80,000
Overtime	Overtime worked based upon staffing, court, training, investigation, etc	151,814	
	Overtime built in for Dispatchers and CSO 5PPL/4 Hrs/26Pay Period	28,186	180,000
Special Event Sal Reimb	Overtime Subcategory: POTUS/Special Events		10,000
Medicare Tax	1.45% of salary		41,663
Social Security	6.2% of eligible temp salary		2,480
PERS Retire Contr-ER	Employer contribution for pension		697,148
PERS Retire Contr-EE	Employee contribution paid for by the employer - part time		166,478
Deferred Comp-ER Paid	2% of salary for dispatchers per MOU		7,498
Health Insurance	Health plan coverage - Kaiser, Blue Shield, Blue Cross		429,953
Retiree Healthcare	Medical coverage for current eligbile	254,441	
	GASB 45 annual required contribution	92,472	346,913
Dental Insurance	Delta dental plan premium		37,498
Vision Insurance	Vision Service Plan premium		4,570
Workers' Compensation	Workers Comp charged to Department		87,810
Life & ADD Insurance	Premium to the Cities Group		3,208
STD Insurance	Short-term disability premium to the Cities Group		576
LTD Insurance	Long-term disability premium to The Cities Group		18,361
Unemployment Insurance	Self-funded unemployment based on 1% of salary		28,733
Uniforms	Per MOU		17,301
Educational Reimburse	Per MOU		6,000
EE Benefits Earned	2% contribution for vac, sick, comp, & holiday pay		55,066

Account & Title	Quantity, brief description and Justification of items	FY 2014	
			Recommended Appropriations
	<b>D40 Police Department</b>		
Allowance	Housing (\$14400 included in regular Salaries)		-
	Total Salaries & Benefits		4,943,353
Technical Services	Sunridge RIMS Annual Maintenance (Dispatch-Patrol CAD)	11,085	
	TEA Maint. (Telecommunications Dispatch/Radio Support)	14,712	
	Alarm Software Maint. Fee (Residential Burglar Alarms)	1,316	
	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)	2,739	
	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 10-2016	7,953	
	OJO Maintenance Agreement- due 10-2016	2,465	
	RIMS on-line citizen access	3,335	
	MKMS Server - Alarm	3,000	
	S.M. Co. Sheriff's Ofc. FISC Forensic Lab	10,000	-
			77,740
			-
Animal Control Svs	San Mateo animal control services cost		52,180
			-
Vehicle Repair & Maint	Vehicle maint through City of Redwood City		50,000
Equip Repair & Maint	Maintenance of radar, office equip, & radio equip, narrow banding		5,000
			-
Training & Workshops	Supplies for POST annual dept training and other trainings		2,000
			-
SMC Booking Fees	Booking fees, County of San Mateo		4,000
			-
Citation Processing	Turbo Data for processing of parking citations		3,000
			-
Other Contract Services	S.M. Co. Chaplin Service - Call-outs only	1,000	-
	San Mateo PD Range Rental (\$65 per hour)	2,000	-
	S.M. Co. Coyote Pt. Firearms Range -2nd Wed. use only	3,600	-
	S.M. Co. OES Hazardous Materials Program	28,423	-
	First Chance (DUI Booking Alternative)	5,543	-
	Keller Center (Child Abuse/Sexual Assault Victims Program)	1,200	-

Account & Title	Quantity, brief description and Justification of items	FY 2014	
			Recommended Appropriations
	<b>D40 Police Department</b>		
	Youth Family Service (Youth Counseling Diversion)	4,972	-
	S.M. Co. Community Overcoming Relationship (Domestic Abuse)	3,301	-
	Lexipol (Police General Orders, Case Law Update Training)	5,500	-
	Recall Secure Destruction Services (Sensitive Files)	1,404	-
	TB Screening & Test Medical Record (For exposed employees)	150	-
	San Mateo County Narcotics Task Force	27,264	-
	Conflict Resolution - Mills Peninsula	500	-
	Service Master Clean	2,000	-
	Aflac administration fee \$75x12	900	-
	Forensic Art Services (Suspect Sketches)	350	-
			88,107
			-
Recruitment Costs	Associated costs to include; polygraph, medical, psych, job fairs, seminars, inter panels, B-Pad (Approx. cost to completely process 1 applicant: \$2200)		8,800
			-
External Printing	Forms, secure identification cards, no parking signs, citations		2,000
			-
Office Supplies	Paper, pens, software, film and photo processing		6,700
			-
Subscription	Library books, criminal codes		800
			-
Safety Supplies & Matls	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		8,000
			-
			-
POST Training	Advanced Officer Training, S.M. Co. Chief's training sessions (2)	15,000	-
	Post Reimbursement (Add Mandated, Essential Categories)	7,000	-
	Patrol (Mandated, technical and perishable skills training)		22,000
	Communications and Records (mandated and technical training)		-
			-
K-9 Expense	K-9 Maint., Training, Veterinarian, Boarding, Food for 2 dogs		21,000
			-
Oil & Gasoline	Fuel for vehicles		80,000
			-
Other Supplies & Matls	Rain Gear, Helmets,	25,000	-
	California Vehicle Codes	350	-
	Awards and Engraving	200	-
	Business Cards	800	-
	DARE Supplies ( Balls, T-shirts, Awards)	2,000	-
	Ammunition (Perishable Skills Training, Qualification (3x) &	10,000	-
			38,350
Membership & Dues			-
	California Chiefs of Police	500	-
	CPOA, CPCA, APCO, CAPE	900	-
	S.M. Co. Police Chiefs Association, Training Managers, Comm	600	-
			2,000
			-
Utilities - Electricity	PG&E		18,000

Account & Title	Quantity, brief description and Justification of items	FY 2014	
			Recommended Appropriations
	<b>D40 Police Department</b>		
			-
Utilities - Gas	ABAG gas		1,100
			-
Utilities - Water	Cal water		800
			-
Utilities - Telephone	Telephone (Lobby-Front Door)	360	-
	Telephones (Office, Comm Center, Admin, Patrol, Invest.)	24,000	-
	Cell Phones (Admin, Investigations, Patrol Cars)	2,000	-
	Sprint Mobile Data (Patrol Car Mobile CAD/RIMS Support Service). See Non-Dept for general phone exp cost to be allocated	5,664	-
			32,024
			-
Conferences	Calif. Chief's Association	1,000	-
	S.M. Gang Task Force Conference, RIMS	1,280	-
			2,280
			-
Mileage Reimburse	Reimb for use of personal vehicles on Town business		300
			-
Rent Facility	Rent for temporary police facility @ \$729.97 per month		8,760
			-
Mach & Equip	Taser Cartridges/Training Rounds (qualify ABAG reimb)	7,000	-
	Dispatch headsets + Wireless console	1,000	-
	Ergonomic Chair -	700	-
			8,700
			-
Computer Equip/Software	Replacement of old computers		16,000
			-
Office Equip & Furn			-
			-
Trsfr to Equip Replace Fd	Future replacement of vehicle(s), additional Equipments		74,480
	Total Operations		634,121
	Total Police Dept		5,577,474

**Section B****GENERAL FUND****General Fund 101 Police Dept. Budget Details**

<b>Town of Atherton</b>	
<b>Police Department</b>	
<b>Budget 2013-2014</b>	<b>Supplemental</b>
<b>Description</b>	<b>Budget Request</b>
<u>Request #1</u>	
Replace 1 Crown Victoria Patrol Cars	35,000
- Patrol Car 5, E1320804	
<u>Request #2</u>	
Purchase COLT AR 15 LEG920- 14	12,880
<u>Request #3</u>	
Purchase new Tasers - 14	18,000
<u>Request #4</u>	
Narrowbanding radio equipment	3,600
<u>Request #5</u>	
Evidence/Alarm/Security Cameras	5,000
<b>Total Cost to Equipment Replacement Fund</b>	<b>74,480</b>

**Salaries for Police Department**

**FY 2014**

Job Class	Step @04/30/13	Salary @ 2013	2014 Salary	Post Incent	Detect Incent	K-9 Incent	MC Incent	BL Pay	Total Salary	Uniform Allow	PERS Salary	ER PERS	EE PERS	Town Pd-Def.	Medicare	Medical	Dental	Vision	STD	LTD	Life & ADD	Worker's Comp	Housing	Total	
<b>Police</b>																									
Chief of Police	D	174,000	178,969						178,969	675	179,644	50,079	-		2,595	3,600	-	-	192	794	312	5,369	14,400	256,985	
Lieutenant	C/D	135,232	148,384						148,384	675	149,059	41,553	-		2,152	19,200	-	-	192	794	292	4,452		217,693	
Sergeant (84 hrs)	D+5%	121,804	121,804	6,090					127,894	675	128,569	35,841	9,000		1,854	21,911	1,555	305		794	108	3,837		203,776	
Sergeant (84 hrs)	B/C+5%	107,849	113,240	5,662					118,902	675	119,577	33,334	8,370		1,724	22,012	1,555	170		794	108	3,567		191,213	
Sergeant (84 hrs)	D+5%	120,354	121,804	6,090				2,400	130,294	675	130,969	36,510	9,168		1,889	21,911	1,555	305		794	108	3,909		207,120	
Sergeant (80 hrs)	D+5%	116,004	116,004	5,800	5,800	-			127,604	675	128,279	35,760	8,980		1,850	14,942	1,555	170		794	108	3,828		196,267	
Sergeant (84 hrs)	D+2.5%	118,421	121,804	2,961					124,765	676	125,441	34,969	8,781		1,809	16,800	1,555	170		794	108	3,743		194,171	
Officer (84 hrs)	D+5%+5%	101,634	101,634	5,082					106,715	675	107,390	29,937	7,517		1,547	23,134	1,555	305		784	108	3,201		175,481	
Officer (84hrs)	D	101,634	101,634		-				101,634	675	102,309	28,521	7,162		1,474	8,425	1,555	118		747	108	3,049		153,466	
Officer (84 hrs)	D+2.5%	101,634	101,634	2,541					104,174	675	104,849	29,229	7,339		1,511	23,134	1,555	305		766	108	3,125		171,922	
Officer (84 hrs)	C/D+5%	93,721	98,407			4,686			103,093	675	103,768	28,927	7,264		1,495	21,911	1,555	305		758	108	3,093		169,185	
Officer (84 hrs)	C/D	92,953	97,601						97,601	675	98,276	27,396	6,879		1,415	16,859	1,555	170		717	108	2,928		156,304	
Officer (84 hrs)	D+5%	101,634	101,634	5,082			-		106,715	675	107,390	29,937	7,517		1,547	21,911	1,555	170		784	108	3,201		174,123	
Officer (84 hrs)	D+5%+5%	101,634	101,634	5,082		5,082			111,797	675	112,472	31,354	7,873		1,621	12,240	1,555	118		794	108	3,354		171,489	
Officer (84 hrs)	D	101,634	101,634						101,634	675	102,309	28,521	7,162		1,474	16,821	1,555	118		747	108	3,049		161,863	
Officer (84 hrs)	D+5%	101,634	101,634	5,082	-				106,715	675	107,390	29,937	7,517		1,547	21,911	1,555	305		784	108	3,201		174,258	
Officer (84 hrs)	B/C	88,527	92,953						92,953	675	93,628	26,101	6,554		1,348	8,425	1,555	118		683	108	2,789		141,308	
Officer (84 hrs)	C/D +2.5%	96,794	99,214	2,480					101,694	675	102,369	28,537	7,166		1,475	9,414	1,555	118		747	108	3,051		154,540	
Officer (84 hrs)	A/D (FY201	87,795	101,633						101,633	675	102,308	28,521	7,162		1,474	16,821	1,555	118		747	108	3,049		161,863	
Officer (84 hrs)	D	50,817	50,817						50,817	675	51,492	14,354	3,604		737	8,411	778	118		187	54	762		80,496	
Officer (84 hrs)	D	50,817	50,817						50,817	675	51,492	14,354	3,604		737	8,411	778	118		187	54	762		80,496	
TOT Sworn	FTE 19	2,055,889	2,224,884	51,951	5,800	9,768	-	2,400	2,294,803	14,176	2,308,979	643,674	138,619	-	33,275	338,203	27,994	3,624	384	14,991	2,557	67,320	14,400	3,594,020	
<b>Dispatch</b>																									
Dispatcher	D	77,314	77,314						77,314	475	77,789	8,638	5,445	1,546	1,121	23,134	1,555	305			568	108	3,093		123,303
Dispatcher	D	77,314	77,314						77,314	475	77,789	8,638	5,445	1,546	1,121	21,911	1,555	118			568	108	3,093		121,893
Dispatcher	D	77,314	77,314						77,314	475	77,789	8,638	5,445	1,546	1,121	9,438	1,555	118			568	108	3,093		109,420
Dispatcher	C/D	73,633	76,088						76,088	475	76,563	8,502	5,359	1,522	1,103	16,846	1,555	170			559	108	3,044		115,332
TOT Dispatch	FTE 4	309,257	308,031	-	-	-	-	-	308,031	1,900	309,931	34,415	21,695	6,161	4,466	71,329	6,221	711	-	2,264	434	12,321		469,948	
<b>Admin - Civilian</b>																									
CSO/Dispatcher	D	66,877	66,877						66,877	475	67,352	7,479	4,715	1,338	970	16,821	1,555	118			492	108	2,675		103,621
Exec Assistant	D	80,760	83,587						83,587		83,587	9,281			1,212	3,600	1,728	118	192		614	108	3,343		103,784
TOT Admin	FTE 2	147,637	150,463	-	-	-	-	-	150,463	475	150,938	16,760	4,715	1,338	2,182	20,421	3,283	235	192	1,106	217	6,019		207,405	
<b>Less: Salaries Charged to COPS Grant</b>																									
Police Officer						-			(100,000)		(100,000)														(100,000)
Total Police	FTE 25	2,512,783	2,683,379	51,951	5,800	9,768	-	2,400	2,653,298	16,551	2,669,849	694,849	165,029	7,498	39,923	429,953	37,498	4,570	576	18,361	3,208	85,659		4,171,373	
<b>Note:</b>																									
No salary increase budgeted. Management & Credential Salary & Benefit per new resolution 07/01/2013																									
Town of Atherton Budget 2013-2014																									

**Temp Salaries for Police Department**

**FY 2014**

Position	Total Hours	Hourly Rate	Annual Salary	Employer PERS	Employee PERS	Social Security	Medicare	Uniforms	Worker's Comp	Total
Part-Time Temp Dispatcher	144	35.94	5,175				75		98	5,349
Part-Time Temp Dispatcher	144	35.94	5,175	575	362		75		98	6,286
Part-Time Temp Dispatcher	144	35.94	5,175				75		98	5,349
Part-Time Temp Dispatcher	144	35.94	5,175	575	362		75		98	6,286
Part-Time Temp Dispatcher	144	35.94	5,175	575	362	-	75		98	6,286
Part-Time Temp Dispatcher	144	35.94	5,175	575	362	-	75		98	6,286
PT Temp Dispatchers	1,362	35.94	48,948				710		930	50,588
	2,226		80,000	2,299	1,449	-	1,160	-	1,520	86,428
Reserve Officer	192	32.00	6,144			381	89	150	97	6,861
Reserve Officer	192	32.00	6,144			381	89	150	97	6,861
Reserve Officer	192	32.00	6,144			381	89	150	97	6,861
Reserve Officer	337	32.00	10,784			669	156	150	170	11,929
Reserve Officer	337	32.00	10,784			669	156	150	170	11,929
	1,250		40,000	-	-	2,480	580	750	631	44,441
Total Temp Help Salaries			120,000	2,299	1,449	2,480	1,740	750	2,151	130,869
Town of Atherton Budget 2013-2014										

# Goals | Mission Budget 2013-2014

- Refine maintenance budget to reflect Town's needs
- Complete Master Plans for Civic Center, pedestrian/bike facilities, park, drainage and street lighting
- Design repairs to Marsh Road Channel
- Resurface Atherton/Middlefield/Fair Oaks
- Perform annual patching and cape seal
- Purchase replacement Playschool modular unit
- Expand the use of Technology tools
- Street signs and park maintenance

**Section B**

**GENERAL FUND**

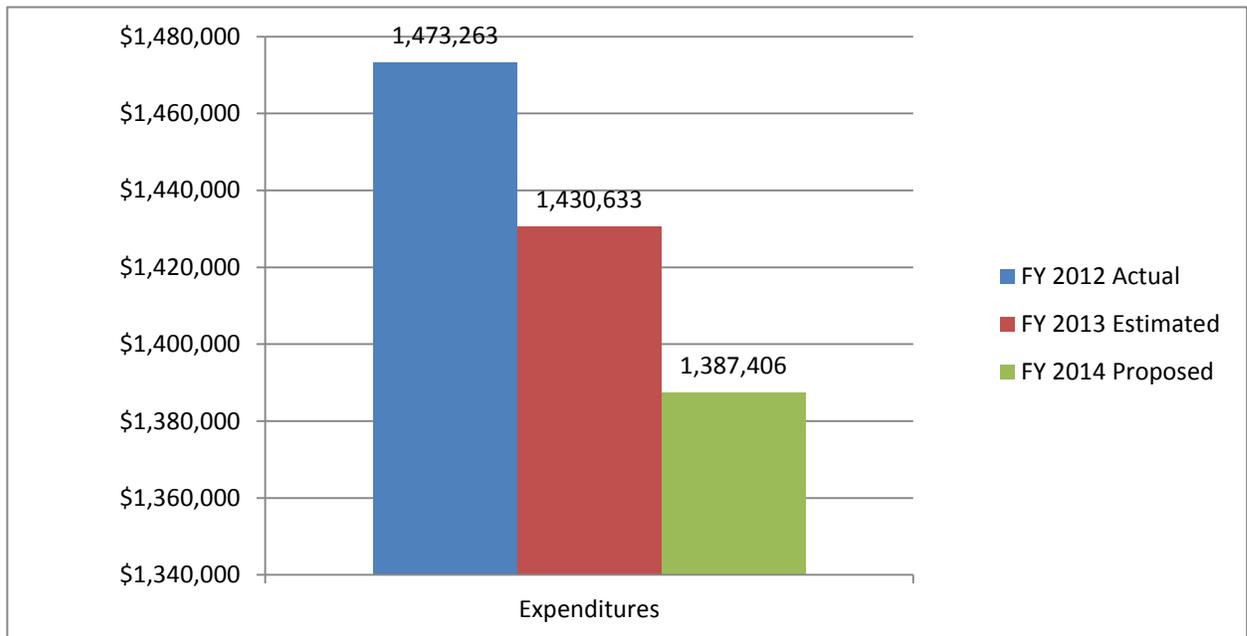
**General Fund 101 Public Work Dept. (D50-59)**

Department 50-59      Public Works Department is responsible for the overall planning, maintenance, operation and improvement of public infrastructure, including streets, storm drainage, parks and all Town owned buildings and facilities. The Department also provides engineering services and project management for a majority of the Town's annual Capital Improvement Program.

Annual Fiscal Impact      \$1,387,406

Employee      Public Works Superintendent (1), Associate Engineer (1), Office Specialist (.5) and Contract: Public Works Director (1), Engineer (1), Code Enforcement Officer (1)

**Three-year Summary**



**Section B**

**GENERAL FUND**

**General Fund 101 Public Work Dept. (D50-59) Budget Summary**

					Increase
Public Work		Adopted	Revised	Recommended	(Decrease)
Budget Summary 50-59	Actual	Budget	Budget	Budget	Over Prior
Description	2011-12	2012-13	2012-13	2013-2014	Year Budget
Regular Salaries	438,530	218,774	218,774	229,363	10,590
Part-Time Permanent	222	-	-	-	-
Temporary Help	16,865	-	-	-	-
Overtime	3,475	-	-	-	-
Standby Pay	3,171	-	-	-	-
Medicare Insurance	5,899	3,172	3,172	3,326	154
Social Security	942	-	-	-	-
PERS Retire Contr - ER	44,861	30,466	30,466	25,469	(4,998)
PERS Retire Contr - EE	22,718	15,314	15,314	-	(15,314)
Health Insurance-Active	53,765	35,671	35,671	39,120	3,449
Health Insurance-Retirees	152,991	165,307	165,307	88,820	(76,487)
Dental Insurance	6,112	3,534	3,534	-	(3,534)
Vision Insurance	782	509	509	-	(509)
Workers Compensation	4,102	4,157	4,157	6,848	2,691
Life & ADD Insurance	508	279	279	309	31
STD Life	717	403	403	403	-
LTD Insurance	2,833	1,417	1,417	1,441	24
Unemployment Insurance	37,825	25,909	25,909	2,294	(23,615)
Uniforms	1,059	200	200	200	-
Auto Allowance	-	-	-	-	-
EE Benefits Earned	3,245	2,188	2,188	2,294	106
Salary Allocated to CIP	(116,580)	(161,678)	(161,678)	(161,678)	-
					-
<b>Total Salaries &amp; Benefits</b>	<b>684,044</b>	<b>345,623</b>	<b>345,623</b>	<b>238,208</b>	<b>(107,414)</b>
Contract Engineering	169,773	204,000	191,705	199,000	7,295
Contract DPW Maint Serv	338,984	450,340	450,340	482,000	31,660
Contract Park Event Svs	37,825	29,600	29,600	35,000	5,400
Vehicle Repair & Maint	2,219	2,200	1,600	2,300	700
Equipment Repair & Maint	775	2,400	1,785	8,400	6,615
Building Security	1,495	5,400	5,400	5,400	-
Facility Repair & Maint	5,771	19,500	14,500	17,000	2,500
Contract Custodial Services	20,478	16,600	16,720	20,528	3,808
HVAC Repair & Maint	-	-	-	-	-
Electrical Repair & Maint	-	5,000	5,000	5,000	-
Roof Repair & Maint	-	-	-	-	-
Contract Tree Maintenance	25,860	110,000	110,000	87,500	(22,500)
Pesticides & Fertilizer	3,090	-	-	-	-
Street Sweeping	11,912	15,000	15,000	15,000	-
Contract Lndscp Maint.	5,178	-	-	-	-
Traffic Signal Repair & Maint	8,982	10,000	10,000	10,000	-
Street Light Repair & Maint	1,179	10,000	18,460	15,000	(3,460)
Advertising/Publishing	5,883	4,800	2,000	3,600	1,600
Training & Workshops	635	2,100	1,800	1,800	-
Contract Inspection & Testing	666	8,500	5,500	8,900	3,400
Other Contract Services	14,336	18,100	18,100	18,700	600
Disaster Preparedness	640	-	-	-	-
Technical Services	3,878	5,000	5,000	10,000	5,000

					Increase
		Adopted	Revised	Recommended	(Decrease)
	Actual	Budget	Budget	Budget	Over Prior
Description	2011-12	2012-13	2012-13	2013-2014	Year Budget
Office Supplies	1,403	1,750	1,750	1,750	-
Safety Supplies & Matls	3,682	1,100	1,100	1,250	150
Misc. Computer Software	2,049	6,950	6,950	6,950	-
Misc. Computer Supplies	-	1,200	1,200	1,200	-
Custodial Supplies	249	500	700	800	100
Landscape Supplies	962	1,500	1,500	2,250	750
Construction Matls	5,107	5,500	5,500	6,750	1,250
Minor Tools & Equip	103	200	200	450	250
Gas & Oil	5,472	2,700	2,700	6,800	4,100
Other Supplies & Matls	217	-	-	-	-
Membership/Dues	7,929	7,000	7,000	9,000	2,000
Postage	-	100	100	400	300
Utilities -Electricity	68,848	66,200	66,200	68,800	2,600
Utilities - Gas	3,319	4,900	4,900	3,700	(1,200)
Utilities - Water	10,533	12,000	12,000	9,900	(2,100)
Utilities - Sewer	4,648	5,150	5,900	6,400	500
Utilities - Telephone	1,756	1,600	1,600	2,400	800
Conferences	-	720	-	220	220
Credit Card Merchant Fees	1,088	-	-	1,050	1,050
Rent - Facilities	4,474	-	-	-	-
Rent - Mach & Equipment	2,438	6,700	4,700	4,500	(200)
Building Improvements	-	45,000	45,000	31,000	(14,000)
Machinery & Equipment	-	6,500	6,500	9,000	2,500
Computer Equip/Software	2,222	2,000	2,000	2,000	-
Office Machines & Furn	162	500	-	500	500
Administrative Services	-	-	-	-	-
Computer Services Chrg	-	-	-	-	-
Equip Replace Charges	3,000	5,000	5,000	27,000	22,000
					-
Total	789,219	1,103,310	1,085,010	1,149,198	64,188
Total DPW	1,473,263	1,448,933	1,430,633	1,387,406	(43,227)

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D50) Engineering Budget Details**

			Adopted	Revised	Recommended	Increase (Decrease)
Public Works	Budget 2013-14 Engineering 50	Actual	Budget	Budget	Budget	Over Prior
Account	Description	2011-12	2012-13	2012-13	2013-2014	Year Budget
101-50-50001-050	Regular Salaries	145,576	88,061	88,061	94,075	6,014
101-50-50002-050	Part-Time Permanent					-
101-50-50005-050	Temporary Help					-
101-50-50006-050	Overtime	385	-	-	-	-
101-50-50010-050	Standby Pay					-
101-50-51001-050	Medicare Insurance	1,914	1,277	1,277	1,364	87
101-50-51003-050	PERS Retire Contr - ER	17,623	12,263	12,263	10,446	(1,817)
101-50-51004-050	PERS Retire Contr - EE	8,921	6,164	6,164	-	(6,164)
101-50-51008-050	Health Insurance-Active	24,156	16,231	16,231	19,920	3,689
101-50-51009-050	Health Insurance-Retirees	63,295	68,390	68,390	21,794	(46,596)
101-50-51010-050	Dental Insurance	2,579	1,806	1,806	-	(1,806)
101-50-51011-050	Vision Insurance	274	170	170	-	(170)
101-50-51013-050	Workers Compensation	2,280	1,673	1,673	2,789	1,116
101-50-51014-050	Life & ADD Insurance	226	119	119	150	31
101-50-51007-050	STD Insurance	299	211	211	211	-
101-50-51015-050	LTD Insurance	947	623	623	647	24
101-50-51016-050	Unemployment Insurance	1,466	881	881	941	60
101-50-51018-050	Uniforms					-
101-50-51019-050	Auto Allowance					-
101-50-50013-050	EE Benefits Earned	1,274	881	881	941	60
101-50-50015-050	Salary Allocated to CIP	(116,580)	(50,418)	(50,418)	(50,418)	-
						-
	Total Salaries & Benefits	154,636	148,333	148,333	102,860	(45,472)
101-50-52010-050	Contract Engineering	13,593	30,000	17,705	25,000	7,295
101-50-52025-050	Contract Public Works Director	156,180	174,000	174,000	174,000	-
101-50-53001-050	Vehicle Repair & Maint	404	1,000	1,000	1,800	800
101-50-53002-050	Equipment Repair & Maint	450	1,400	785	1,400	615
101-50-53008-050	Contract Custodial Services	-				-
101-50-53013-050	Street Light Repair & Maint	-				-
101-50-53024-050	Advertising/Publishing	3,944	2,000	2,000	3,600	1,600
101-50-54004-050	Training & Workshops	298	1,200	1,200	1,200	-
101-50-53029-050	Contract Inspection & Testing	-	5,000	2,000	5,000	3,000
101-50-54010-050	Other Contract Services	-	600	600	600	-
101-50-55018-050	Disaster Preparedness	-				-
101-50-52017-050	Technical Services	3,728	5,000	5,000	10,000	5,000
101-50-55002-050	Office Supplies	1,310	1,500	1,500	1,500	-
101-50-55006-050	Safety Supplies & Matls	-	500	500	500	-
101-50-55008-050	Misc. Computer Software	1,715	6,300	6,300	6,300	-
101-50-55009-050	Misc. Computer Supplies	-	1,200	1,200	1,200	-
101-50-55012-050	Construction Matls	-			250	250
101-50-55014-050	Minor Tools & Equip	-	200	200	200	-
101-50-55015-050	Gas & Oil	554	1,200	500	1,600	1,100
101-50-55016-050	Other Supplies & Matls	-				-
101-50-54007-050	Membership/Dues	7,704	6,700	6,700	8,700	2,000
101-50-55017-050	Postage	-	100	100	400	300
101-50-53014-050	Utilities - Electricity	556	700	700	800	100
101-50-53015-050	Utilities - Gas	499	400	400	500	100
101-50-53016-050	Utilities - Water	118	100	100	100	-
101-50-53017-050	Utilities - Sewer		-	-	-	-
101-50-53018-050	Utilities - Telephone	82	800	800	600	(200)
101-50-54003-050	Conferences	-	220	-	220	220
101-50-53033-050	Rent - Facilities	-	-	-	-	-
101-50-53033-050	Rent - Mach & Equipment	614	3,000	3,000	3,000	-
101-50-57002-050	Building Improvements	-			-	-

						<b>Increase</b>
	<b>Budget 2013-14</b>		<b>Adopted</b>	<b>Revised</b>	<b>Recommended</b>	<b>(Decrease)</b>
<b>Public Works</b>	<b>Engineering 50</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2012-13</b>	<b>2013-2014</b>	<b>Year Budget</b>
101-50-57004-050	Machinery & Equipment	-				-
101-50-57006-050	Computer Equip/Software	2,222	2,000	2,000	2,000	-
101-50-57007-050	Office Machines & Furn	162				-
101-50-53501-050	Administrative Services					-
101-50-53502-050	Computer Services Charg					-
	Equip Replace Charges				3,000	3,000
						-
	Total Operations	194,133	245,120	228,290	253,470	25,180
	Total DPW Engineering	348,769	393,453	376,623	356,330	(20,292)

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D50) Engineering Budget Details**

Account & Title	Quantity, brief description and justification of items requested	FY 2014	
		Recommended	Appropriations
<b>101-50 Engineering</b>			
Regular Salaries	Salaries - two full-time staff 50-60% each or 1.1 FTE		94,075
Temporary Help	Workers to assist with larger projects		-
Overtime	For meetings and construction inspection		-
Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%		1,364
Social Security	6.2% of salary		-
PERS Retire Contrib - ER	Employer contribution for employee pension		10,446
PERS Retire Contrib - EE	Employee contribution paid for by the employer		-
Health Insurance	Health plan coverage - Cafeteria Plan		19,920
Retiree Healthcare	Medical coverage for current eligible	18,095	
	GASB 45 annual required contribution	3,699	21,794
Dental Insurance	Delta Dental Plan premium		-
Vision Insurance	Vision service plan premium		-
Workers Compensation	Worker's Compensation charged to Department		2,789
Life & ADD Insurance	Premium to The Cities Group		150
STD Insurance	Short-term disability premium to The Cities Group		211
LTD Insurance	Long-term disability premium to The Cities Group		647
Unemployment Insurance	Self-funded unemployment based on 1% of salaries		941
EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		941
Salary Allocated to CIP	Salaries charged to CIP projects or Gas Tax		(50,418)
Salary Savings			
	Total Salaries & Benefits		102,860
Contract Engineering	Contract Professional Services		25,000
Contract Public Works Director	Professional Engineering and Management Services		174,000
Vehicle Repair & Maint	Inspector's Vehicle		1,800
Equipment Repair & Maint	Copier maintenance, drafting and survey equipment		1,400
Advertising/Publishing	Vendor bid advertising		3,600
Training & Workshops	Training seminars and courses for staff: Storm Water Quality (NPDES), SWPPP, GIS/AutoCAD, ITS, Asphalt Institute, Misc Engineering		1,200
Inspection & Testing	Traffic count		5,000
Other Contract Services	San Mateo County Health (NPDES)		600
Technical Services	GIS - consultant maintenance and upgrade		10,000
Office Supplies	General office supplies, paper, pens, staples, paper clips, coffee, etc.		1,500
Safety Supplies & Materials	Vests, hats, glasses, boots, etc.		500
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.)		1,200
Custodial Supplies	Moved to building maintenance		
Minor Tools & Equip	Engineering tools costing less than \$100		200
Gas & Oil	Inspector's Vehicle		1,600

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>		<b>Recommended</b>
	<b>101-50- Engineering</b>		<b>Appropriations</b>
Membership/Dues	Professional memberships: 1. ASCE 1@\$245 2. APWA 1@ \$113 3. State PE License 1@\$125 4. State Water Quality Control Board Municipal Regional Permit (NPDES) Fees (\$5,400)		8,700
Postage	postage		400
Utilities - Electricity	PG&E		800
Utilities - Gas	ABAG gas		500
Utilities - Water	Calwater		100
Communication	Cellular Phones		600
Conferences	CCEA		220
Rent - Tools & Equipment	Copier Lease		3,000
Computer Equip/Software	Replacement of 1 old computer		2,000
Office Machines & Furn	Equipment replacement charge		3,000
	Construction materials		2,500
	Total Operations		253,220
	Total DPW - Engineering		356,080

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D53) Street Budget Details**

						Increase
	Budget 2013-14		Adopted	Revised	Recommended	(Decrease)
Public Works	Street 53	Actual	Budget	Budget	Budget	Over Prior
Account	Description	2011-12	2012-13	2012-13	2013-2014	Year Budget
101-53-50001-053	Regular Salaries	131,411	78,428	78,428	67,644	(10,784)
101-53-50005-053	Temporary Help	1,656	-	-	-	-
101-53-50006-053	Overtime	952	-	-	-	-
101-53-50010-053	Standby Pay	1,944	-	-	-	-
101-53-51001-053	Medicare Insurance	1,760	1,137	1,137	981	(156)
101-53-51002-053	Social Security	60	-	-	-	-
101-53-51003-053	PERS Retire Contr - ER	10,970	10,922	10,922	7,511	(3,411)
101-53-51004-053	PERS Retire Contr - EE	5,554	5,490	5,490	-	(5,490)
101-53-51008-053	Health Insurance - Active	13,538	11,664	11,664	9,600	(2,064)
101-53-51009-053	Health Insurance - Retirees	69,221	74,794	74,794	60,605	(14,189)
101-53-51010-053	Dental Insurance	1,523	1,037	1,037	-	(1,037)
101-53-51011-053	Vision Insurance	229	204	204	-	(204)
101-53-51013-053	Workers Compensation	736	1,491	1,491	2,030	539
101-53-51014-053	Life & ADD Insurance	118	96	96	80	(16)
101-53-51007-053	STD Insurance	173	115	115	96	(19)
101-53-51015-053	LTD Insurance	784	476	476	397	(79)
101-53-51016-053	Unemployment Insurance	12,354	7,405	7,405	676	(6,729)
101-53-51018-053	Uniforms	652	200	200	200	-
101-53-51019-053	Auto Allowance					-
101-53-50013-053	EE Benefits Earned	793	784	784	676	(108)
101-53-50015-053	Salary Allocated to CIP/Gas Tax		(111,260)	(111,260)	(111,260)	-
						-
	Total Salaries & Benefits	254,429	82,983	82,983	39,237	(43,746)
101-53-52031-053	Contract DPW Maint Serv	169,166	226,930	226,930	255,000	28,070
	Contract Park Event Svs	-				-
101-53-53001-053	Vehicle Repair & Maint	1,644	1,200	600	500	(100)
101-53-53002-053	Equipment Repair & Maint	325	1,000	1,000	2,000	1,000
101-53-53003-053	Building Security					-
101-53-53004-053	Facility Repair & Maint		3,000	3,000	3,000	-
101-53-53008-053	Contract Custodial Services	45				-
101-53-53005-053	HVAC Repair & Maint					-
101-53-53006-053	Electrical Repair & Maint		5,000	5,000	5,000	-
101-53-53007-053	Roof Repair & Maint					-
101-53-53009-053	Tree Maintenance	18,180	100,000	100,000	75,000	(25,000)
101-53-55001-053	Pesticides & Fertilizer					-
101-53-53010-053	Street Sweeping	11,912	15,000	15,000	15,000	-
101-53-53011-053	Contract Lndscp Maint.	3,978				-
101-53-53012-053	Traffic Signal Repair & Maint	8,982	10,000	10,000	10,000	-
101-53-53013-053	Street Light Repair & Maint	1,179	10,000	18,460	15,000	(3,460)
101-53-53024-053	Advertising/Publishing	1,392	2,800	-	-	-
101-53-54004-053	Training & Workshops	337	900	600	600	-
101-53-53029-053	Contract Inspection & Testing	616	1,000	1,000	1,000	-
101-53-54010-053	Other Contract Services				600	600
101-53-55018-053	Disaster Preparedness					-
101-53-52017-053	Technical Services	150				-
101-53-55002-053	Office Supplies	23	250	250	250	-
101-53-55006-053	Safety Supplies & Matls	3,623	500	500	500	-

						Increase
	Budget 2013-14		Adopted	Revised	Recommended	(Decrease)
Public Works	Street 53	Actual	Budget	Budget	Budget	Over Prior
Account	Description	2011-12	2012-13	2012-13	2013-2014	Year Budget
101-53-55008-053	Misc. Computer Software	240	400	400	400	-
101-53-55009-053	Misc. Computer Supplies					-
101-53-55010-053	Custodial Supplies					-
101-53-55011-053	Landscape Supplies		1,000	1,000	1,000	-
101-53-55012-053	Construction Matls	2,560	3,000	3,000	3,000	-
101-53-55014-053	Minor Tools & Equip				250	250
101-53-55015-053	Gas & Oil	4,643	1,500	2,200	2,200	-
101-53-55016-053	Other Supplies & Matls					-
101-53-54007-053	Membership/Dues	225	300	300	300	-
101-53-55017-053	Postage					-
101-53-53014-053	Utilities - Electricity	54,715	50,000	50,000	55,000	5,000
101-53-53015-053	Utilities - Gas	972	1,200	1,200	800	(400)
101-53-53016-053	Utilities - Water	7,675	9,800	9,800	7,500	(2,300)
101-53-53017-053	Utilities - Sewer					-
101-53-53018-053	Utilities - Telephone	331	-	-	-	-
101-53-54003-053	Conferences		500	-	-	-
101-58-53034-058	Rent - Facilities					-
101-53-53033-053	Rent - Mach & Equipment	1,088	3,000	1,000	1,000	-
101-53-57002-053	Building Improvements				-	-
101-53-57004-053	Machinery & Equipment				1,500	1,500
101-53-57006-053	Computer Equip/Software					-
101-53-57007-053	Office Machines & Furn		500	-	500	500
101-53-53501-053	Administrative Services		-	-	-	-
101-53-53502-053	Computer Services Charg		-	-	-	-
101-53-53503-053	Equip Replace Charges	3,000	3,000	3,000	8,500	5,500
						-
	Total Operations	297,002	451,780	454,240	465,400	11,160
			-	-	-	
	Total DPW Street Maint	551,431	534,763	537,223	504,637	(32,586)

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D53) Street Budget Details**

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>		<b>Recommended</b>
	<b>101-53 Street Maintenance</b>		<b>Appropriations</b>
Regular Salaries	Salaries - one full-time staff 50% or 0.5 FTE		67,644
Temporary Help	Workers to assist with larger projects		-
Overtime	Overtime need		-
Standby Pay	Per MOU		-
Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%		981
Social Security	6.2% of salary		-
PERS Retire Contrib - ER	Employer contribution for employee pension		7,511
PERS Retire Contrib - EE	Employee contribution paid for by the employer		-
Health Insurance	Health plan coverage - Cafeteria Plan		9,600
Retiree Healthcare	Medical coverage for retirees	56,906	
	GASB 45 annual required contribution	3,699	60,605
Dental Insurance	Delta Dental Plan premium		-
Vision Insurance	Vision service plan premium		-
Workers Compensation	Worker's Compensation charged to Department		2,030
Life & ADD Insurance	Premium to The Cities Group		80
STD Insurance	Short-term disability premium to The Cities Group		96
LTD Insurance	Long-term disability premium to The Cities Group		397
Unemployment Insurance	Self-funded unemployment		676
Uniforms	Per MOU		200
EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		676
Salary Allocated to CIP	Salaries charged to CIP projects or Gas Tax		(111,260)
Salary Savings			
	Total Salaries & Benefits		39,237
Contract DPW Maint Svs	Portion of MCE contract		255,000
Vehicle Repair & Maint	Fleet trucks, dump truck		500
Equipment Repair & Maint	Backhoe and small equip repair		2,000
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		75,000
Electrical Repair & Maint	Outdoor electrical issues		5,000
Street Sweeping	Monthly/storm sweeping		15,000
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		15,000
Training & Workshops	Training seminars and courses for staff: NPDES/SWPPP; GIS; MSA, MSC, ITS, Asphalt Institute		600
Contract Inspection & Testing	Storm drain videos		1,000
Other Contract Services	Backflow preventer testing		600
Office Supplies	General office supplies, paper, pens, staples, paper clips, coffee, etc.		250
Safety Supplies & Materials	Vests, hats, glasses, rubber boots, chaps, jackets, etc. Expect additional stock necessary for Sheriffs work program personnel.		500
Misc.Computer Software	Cost of Upgrades to License and Programs: Rainmaster irrigation controller		400
Landscape Supplies	Replacement plant material for R/W and Town Center; fertilizers, mulch, tree stakes, etc.		1,000

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>		<b>Recommended</b>
	<b>101-53 Street Maintenance</b>		<b>Appropriations</b>
Construction Matls	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.		3,000
Minor Tools & Equip	Replace broken/worn out hand tools costing \$100 or less (shovels, rakes, hammers, brooms, etc.)		250
Gas & Oil	For department fleet vehicles and equipment		2,200
Other Supplies & Matls			-
Membership/Dues	Professional memberships: MSA \$145, APWA \$113		300
Postage			-
Utilities - Electricity	PG&E		55,000
Utilities - Gas	ABAG gas		800
Utilities - Water	Cal water		7,500
Rent - Tools & Equipment	Specialized equipment		1,000
Machinery & Equipment	Purchase & replace chainsaw, weed whacker, blower		1,500
Office Machines & Furn	Replace damaged machines or furniture; upgrade based on ergonomic review, i.e., chairs		500
Equip Replace Charges	Transfer for future replacement of vehicles & equipment backhoe		8,500
		Total Operations	465,400
		Total DPW - Street Maintenance	504,637

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D57) Park Maintenance Budget Details**

						FY 2014
	<b>Budget 2013-14</b>		<b>Adopted</b>	<b>Revised</b>	<b>Recommended</b>	<b>Recommend</b>
<b>Public Works</b>	<b>Park Maintenance 57</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Appropriation</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2012-13</b>	<b>2013-2014</b>	<b>Year Budget</b>
101-57-50001-057	Regular Salaries	76,026	26,143	26,143	27,058	915
101-57-50005-057	Temporary Help	1,573	-	-	-	-
101-57-50006-057	Overtime	469	-	-	-	-
101-57-50010-057	Standby Pay	742	-	-	-	-
101-57-51001-057	Medicare Insurance	737	379	379	392	13
101-57-51002-057	Social Security		-	-	-	-
101-57-51003-057	PERS Retire Contr - ER	7,761	3,641	3,641	3,004	(636)
101-57-51004-057	PERS Retire Contr - EE	3,932	1,830	1,830	-	(1,830)
101-57-51008-057	Health Insurance - Active	8,563	3,888	3,888	3,840	(48)
101-57-51009-057	Health Insurance - Retirees	4,318	4,666	4,666	3,128	(1,538)
101-57-51010-057	Dental Insurance	1,047	346	346	-	(346)
101-57-51011-057	Vision Insurance	145	68	68	-	(68)
101-57-51013-057	Workers Compensation	474	496	496	811	315
101-57-51014-057	Life & ADD Insurance	78	32	32	32	-
101-57-51007-057	STD Insurance	120	38	38	38	-
101-57-51015-057	LTD Insurance	527	159	159	159	-
101-57-51016-057	Unemployment Insurance	8,437	11,511	11,511	271	(11,241)
101-57-51018-057	Uniforms	192	-	-	-	-
101-57-51019-057	Auto Allowance					-
101-57-50013-057	EE Benefits Earned	562	261	261	271	9
101-57-50015-057	Salary Allocated to CIP					-
						-
	<b>Total Salaries &amp; Benefits</b>	<b>115,704</b>	<b>53,458</b>	<b>53,458</b>	<b>39,003</b>	<b>(14,454)</b>
101-57-52031-057	Contract DPW Maint Serv	136,205	151,800	151,800	167,000	15,200
101-57-53001-057	Vehicle Repair & Maint	170				-
101-57-53002-057	Equipment Repair & Maint					-
101-57-53003-057	Building Security	286	400	400	400	-
101-57-53004-057	Facility Repair & Maint	3,923	7,500	2,500	5,000	2,500
101-57-53008-057	Contract Custodial Services	6,600	6,600	6,720	6,000	(720)
101-57-53006-057	Electrical Repair & Maint					-
101-57-53009-057	Tree Maintenance	7,680	10,000	10,000	12,500	2,500
101-57-53036-057	Pesticides & Fertilizer	2,565	-	-	-	-
101-57-53012-057	Traffic Signal Repair & Maint					-
101-57-53013-057	Street Light Repair & Maint					-
101-57-54004-057	Training & Workshops					-
101-57-53029-057	Contract Inspection & Testing	50			400	400
101-57-54010-057	Other Contract Services	13,408	2,500	2,500	2,500	-
101-57-55002-057	Office Supplies					-
101-57-55006-057	Safety Supplies & Matls					-
101-57-55008-057	Misc. Computer Software	94	25	25	250	-
101-57-55009-057	Misc. Computer Supplies					-
101-57-55010-057	Custodial Supplies					-
101-57-55011-057	Landscape Supplies	962			750	750
101-57-55012-057	Construction Matls	1,697			1,000	1,000
101-57-55014-057	Minor Tools & Equip	78				-
101-57-55015-057	Gas & Oil	274				-

						Increase
	<b>Budget 2013-14</b>		<b>Adopted</b>	<b>Revised</b>	<b>Recommended</b>	<b>(Decrease)</b>
<b>Public Works</b>	<b>Park Maintenance 57</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2012-13</b>	<b>2013-2014</b>	<b>Year Budget</b>
101-57-55016-057	Other Supplies & Matls					-
101-57-53014-057	Utilities - Electricity	4,801	5,000	5,000	5,000	-
101-57-53015-057	Utilities - Gas	391	600	600	500	(100)
101-57-53016-057	Utilities - Water		10	10	100	-
101-57-53017-057	Utilities - Sewer	2,681	3,000	3,750	3,000	(750)
101-57-53018-057	Utilities - Telephone	6				-
101-57-54003-057	Conferences					-
101-57-53033-057	Rent - Mach & Equipment	616	700	700	500	(200)
101-57-57002-057	Building Improvements		35,00	35,00	25,000	(10,000)
101-57-57006-057	Computer Equip/Software					-
101-57-53503-057	Equip Replace Charges		2,000	2,000	3,000	1,000
						-
	Total Operations	182,488	225,450	221,320	232,900	11,580
	Total DPW Park Maintenance	298,193	278,908	274,778	271,903	(2,874.13)

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D57) Park Maintenance Budget Details**

Account & Title	Quantity, brief description and justification of items requested	FY 2014	
			Recommended
101-57 Park Maint.		Appropriations	
Regular Salaries	Salaries - one full-time staff 20% or 0.2 FTE		27,058
Temporary Help	Workers to assist with larger projects		-
Overtime	Overtime need		-
Standby Pay	PER MOU		-
Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%		392
Social Security	6.2% of salary		
PERS Retire Contrib. - ER	Employer contribution for employee pension		3,004
PERS Retire Contrib. - EE	Employee contribution paid for by the employer		-
Health Insurance	Health plan coverage - Cafeteria Plan		3,840
Retiree Healthcare	Medical coverage for current eligible	3,128	
	GASB 45 annual required contribution	-	3,128
Dental Insurance	Teamster Dental Plan premium		-
Vision Insurance	Vision service plan premium		-
Workers Compensation	Worker's Compensation charged to Department		811
Life & ADD Insurance	Premium to The Cities Group		32
STD Insurance	Short-term disability premium to The Cities Group		38
LTD Insurance	Long-term disability premium to The Cities Group		159
Unemployment Insurance	Self-funded unemployment		271
Uniforms	Per MOU		-
EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		271
	Total Salaries & Benefits		39,003
Contract DPW Maint Svs	Portion of MCE contract		167,000
Vehicle Repair & Maint.	Fleet truck, utility vehicle		
Building Security	Lock repair and replacement		400
Facility Repair & Maint.	Minor repairs around park grounds		5,000
Contract Custodial Services	Cleaning of restrooms at park		6,000
Tree Maintenance	Contract tree maintenance		12,500
Contract Inspection & Testing	Playground, fire extinguishers, sprinklers, pumps, well water, soil tests, etc.		400
Other Contract Services	Bee removal, plumbing, carpet repair		2,500
Misc. Computer Software	Cost of Upgrades License and Programs; Rainmaster Irrigation controllers		250
Misc. Computer Supplies	Minor supplies (keyboards, mice, flash drives, etc.)		
Landscape Supplies	Replacement plant material for the park; fertilizers, mulch, tree stakes, etc.		750
Construction Mats	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.		1,00
Utilities - Electricity	PG&E		5,000
Utilities - Gas	ABAG gas		500
Utilities - Water	Cal water		100
Utilities - Sewer	County of San Mateo		3,000
Rent - Mach & Equipment	Tempoary restroom		500
	Painting and repairs for Pavillion	25,000	25,000
Equip Replace Charges	For future replacement of vehicles & equipment tractor, gator		3,000
	Total Operations		232,900
	Total DPW- Park Maintenance		271,903

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D58) Park Program Budget Details**

						Increase
	Budget 2013-14		Adopted	Revised	Recommended	(Decrease)
Public Works	Park Program 58	Actual	Budget	Budget	Budget	Over Prior
Account	Description	2011-12	2012-13	2012-13	2013-2014	Year Budget
101-58-50001-058	Regular Salaries	21,411	13,071	13,071	27,058	13,986
101-58-50002-058	Part-Time Permanent	222				-
101-58-50005-058	Temporary Help	13,636	-	-	-	-
101-58-50006-058	Overtime	923	-	-	-	-
101-58-51001-058	Medicare Insurance	539	190	190	392	203
101-58-51002-058	Social Security	882	-	-	-	-
101-58-51003-058	PERS Retire Contr - ER	1,770	1,820	1,820	3,004	1,184
101-58-51004-058	PERS Retire Contr - EE	897	915	915	-	(915)
101-58-51008-058	Health Insurance - Active	(1,238)	1,944	1,944	3,840	1,896
101-58-51009-058	Health Insurance - Retiree	16,157	17,457	17,457	3,293	(14,164)
101-58-51010-058	Dental Insurance	157	173	173	-	(173)
101-58-51011-058	Vision Insurance	(24)	34	34	-	(34)
101-58-51013-058	Workers Compensation	377	248	248	812	563
101-58-51014-058	Life & ADD Insurance	20	16	16	32	16
101-58-51007-058	STD Insurance	34	19	19	38	19
101-58-51015-058	LTD Insurance	170	79	79	159	79
101-58-51016-058	Unemployment Insurance	14,910	5,981	5,981	271	(5,710)
101-58-51018-058	Uniforms	215	-	-	-	-
101-58-51019-058	Auto Allowance					-
101-58-50013-058	EE Benefits Earned	128	131	131	271	140
						-
	Total Salaries & Benefits	71,184	42,078	42,078	39,169	(2,909)
101-58-52031-058	Contract DPW Maint Serv	2,914	-	-	-	-
101-50-52030-058	Contract Park Event Svs	37,825	29,600	29,600	35,000	5,400
101-58-53001-058	Vehicle Repair & Maint					-
101-58-53002-058	Equipment Repair & Maint					-
101-58-53004-058	Facility Repair & Maint	280	3,000	3,000	3,000	-
101-58-53008-058	Contract Custodial Services	477				-
101-58-53006-058	Electrical Repair & Maint					-
101-58-53036-058	Pesticides & Fertilizer					-
101-58-53024-058	Advertising/Publishing	547				-
101-58-54010-058	Other Contract Services	490				-
101-58-55002-058	Office Supplies	69				-
101-58-55010-058	Custodial Supplies	249	500	700	800	100
101-58-55011-058	Landscape Supplies		50	50	500	-
101-58-55012-058	Construction Matls	133	500	500	500	-
101-58-55014-058	Minor Tools & Equip					-
101-58-55015-058	Gas & Oil					-
101-58-55016-058	Other Supplies & Matls					-
101-58-53014-058	Utilities - Electricity	8,756	10,000	10,000	7,500	(2,500)
101-58-53015-058	Utilities - Gas	1,465	2,000	2,000	1,200	(800)
101-58-53016-058	Utilities - Water	2,740	2,000	2,000	2,200	200
101-58-53017-058	Utilities - Sewer		-	-	-	-
101-58-53018-058	Utilities - Telephone	1,337	800	800	1,800	1,000
101-58-54003-058	Conferences					-
101-58-53030-058	Credit Card Merchant Fees	1,088			1,050	1,050
101-58-53034-058	Rent - Facilities	4,474				-

						Increase
	Budget 2013-14		Adopted	Revised	Recommended	(Decrease)
Public Works	Park Program 58	Actual	Budget	Budget	Budget	Over Prior
Account	Description	2011-12	2012-13	2012-13	2013-2014	Year Budget
101-58-53033-058	Rent - Mach & Equipment	121				-
101-58-57002-059	Building improvement				-	
101-58-57004-058	Machinery & Equipment		1,500	1,500	2,500	1,000
101-58-57006-058	Computer Equip/Software					-
101-58-57007-058	Office Machines & Furn					-
						-
	Total Operations	62,965	50,400	50,600	56,050	5,450
	Total DPW Park Programs	134,149	92,478	92,678	95,219	2,541

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D58) Park Program Budget Details**

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>		<b>Recommended</b>
	<b>101-58 Park Programs</b>		<b>Appropriations</b>
Regular Salaries	Salaries - one full-time staff 20% or 0.2 FTE		27,058
Temporary Help	Workers to assist with events		
Overtime	Overtime need		
Standby Pay	Per MOU		-
Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%		392
Social Security	6.2% of salary		-
PERS Retire Contrib - ER	Employer contribution for employee pension		3,004
PERS Retire Contrib - EE	Employee contribution paid for by the employer		-
Health Insurance	Health plan coverage - Cafeteria Plan		3,840
Retiree Healthcare	Medical coverage for retirees	3,293	
	GASB 45 annual required contribution	-	3,293
Dental Insurance	Delta Dental Plan premium		-
Vision Insurance	Vision service plan premium		-
Workers Compensation	Worker's Compensation charged to Department		812
Life & ADD Insurance	Premium to The Cities Group		32
STD Insurance	Short-term disability premium to The Cities Group		38
LTD Insurance	Long-term disability premium to The Cities Group		159
Unemployment Insurance	Self-funded unemployment		271
Uniforms	Per MOU		-
EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		271
Salary Allocated to CIP			
	<b>Total Salaries &amp; Benefits</b>		<b>39,169</b>
Contract Park Event Svs	Portion of MCE Contract		35,000
Facility Repair & Maint	Carpet cleaning, kitchen fan		3,000
Custodial Supplies	Supplies used in the operation or routine maintenance of the park event buildings including: restroom and kitchen		800
Landscape Supplies	Replacement plant material for the park event areas; fertilizers, mulch, tree stakes, etc.		500
Construction Matls	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.		500
Utilities -Electricity	PG&E		7,500
Utilities - Gas	ABAG gas		1,200
Utilities Water	Calwater		2,200
Utilities - Sewer	West Bay		
Communication	Phone & Internet		1,800
Credit Card Svs Fees	For processing of credit card transactions		1,050
Machinery & Equipment	Fan & Vacuum		2,500
	<b>Total Operations</b>		<b>56,050</b>
	<b>Total DPW - Park</b>		<b>95,219</b>

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D58) Park Program Profit & Loss**

				Increase
<b>Revenues</b>		Revised	Recommended	(Decrease)
	Actual	Budget	Budget	Over Prior
Description	2011-12	2012-13	2013-2014	Year Budget
Social Fees	29,300	27,000	27,540	540
Meeting Fees	14,650	26,000	26,520	520
Misc. Use Fee	1,400	2,400	2,448	48
Class Fees	16,500	14,000	14,280	280
Weddings	27,750			-
Donation/Contribution				-
Park Program Revenue	89,600	69,400	70,788	1,388
Property Rental - Playschool	78,118	77,600	79,152	1,552
<b>Total Park Program Revenue</b>	<b>167,718</b>	<b>147,000</b>	<b>149,940</b>	<b>2,940</b>
				<b>Increase</b>
<b>Expenditures</b>		Revised	Recommended	(Decrease)
	Actual	Budget	Budget	Over Prior
Description	2011-12	2012-13	2013-2014	Year Budget
Total Salaries & Benefits	71,184	42,078	39,169	(2,909)
Total Operations	62,965	50,600	56,050	5,450
Total DPW Park Programs	134,149.14	92,678	95,219	2,541
Excess (Deficiency) of Revenues Over Expenditures	33,569	54,322	54,721	399

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D59) Building Maintenance Budget Details**

			Adopted	Revised	Recommended	Increase (Decrease)
Public Works	Building Maintenance 59	Actual	Budget	Budget	Budget	Over Prior
Account	Description	2011-12	2012-13	2012-2013	2013-2014	Year Budget
101-59-50001-059	Regular Salaries	64,107	13,071	13,071	13,529	458
101-59-50005-059	Temporary Help		-	-	-	-
101-59-50006-059	Overtime	746	-	-	-	-
101-59-50010-059	Standby Pay	485	-	-	-	-
101-59-51001-059	Medicare Insurance	949	190	190	196	7
101-59-51002-059	Social Security		-	-	-	-
101-59-51003-059	PERS Retire Contr - ER	6,738	1,820	1,820	1,502	(318)
101-59-51004-059	PERS Retire Contr - EE	3,414	915	915	-	(915)
101-59-51008-059	Health Insurance - Active	8,746	1,944	1,944	1,920	(24)
101-59-51010-059	Dental Insurance	805	173	173	-	(173)
101-59-51011-059	Vision Insurance	158	34	34	-	(34)
101-59-51013-059	Workers Compensation	235	248	248	406	158
101-59-51014-059	Life & ADD Insurance	66	16	16	16	-
101-59-51007-059	STD Insurance	91	19	19	19	-
101-59-51015-059	LTD Insurance	405	79	79	79	-
101-59-51016-059	Unemployment Insurance	657	131	131	135	5
101-59-51019-059	Auto Allowance		-	-	-	-
101-59-50013-059	EE Benefits Earned	488	131	131	135	5
101-59-50014-059	Salary Savings/Concessions		-	-	-	-
	Labor Cost					-
						-
	Total Salaries & Benefits	88,092	18,771	18,771	17,938	(833)
101-59-52010-059	Contract Engineering	-	-	-	-	-
101-59-52031-059	Contract DPW Maint Serv	30,698	71,610	71,610	60,000	(11,610)
101-59-53002-059	Equipment Repair & Maint				5,000	5,000
101-59-53003-059	Building Security	1,208	5,000	5,000	5,000	-
101-59-53004-059	Facility Repair & Maint	1,568	6,000	6,000	6,000	-
101-59-53008-059	Contract Custodial Services	13,356	10,000	10,000	14,528	4,528
101-59-53005-059	HVAC Repair & Maint		-	-	-	-
101-59-53006-059	Electrical Repair & Maint					-
101-59-53007-059	Roof Repair & Maint					-
101-59-53036-059	Pesticides & Fertilizer	525	-	-	-	-
101-59-53011-059	Contract Landscape Maint.	1,200				-
101-59-53024-059	Advertising/Publishing					-
101-59-53029-059	Contract Inspection & Testing		2,50	2,50	2,500	-
101-59-54010-059	Other Contract Services	438	15,000	15,000	15,000	-
101-59-55018-059	Disaster Preparedness	640				-
101-59-55006-059	Safety Supplies & Matls	59	10	10	250	150
101-59-55010-059	Custodial Supplies					-
101-59-55011-059	Landscape Supplies					-
101-59-55012-059	Construction Matls	717	2,000	2,000	2,000	-
101-59-55014-059	Minor Tools & Equip	25				-
101-59-55015-059	Gas & Oil				3,000	3,000
101-59-55016-059	Other Supplies & Matls	217				-
101-59-53014-059	Utilities - Electricity	20	50	50	500	-
101-59-53015-059	Utilities - Gas	(7)	70	70	700	-
101-59-53017-059	Utilities - Sewer	1,967	2,150	2,150	3,400	1,250

						<b>Increase</b>
			<b>Adopted</b>	<b>Revised</b>	<b>Recommended</b>	<b>(Decrease)</b>
<b>Public Works</b>	<b>Building Maintenance 59</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>Year Budget</b>
101-58-53034-058	Rent - Facilities					-
101-59-53033-059	Rent - Mach & Equipment					-
101-59-57002-059	Building Improvements		10,000	10,000	6,000	(4,000)
101-59-57004-059	Machinery & Equipment		5,000	5,000	5,000	-
101-59-57007-059	Office Machines & Furn					-
101-59-53503-059	Equip Replace Charges	-	-	-	12,500	12,500
						-
	Total Operations	52,631	130,560	130,560	141,378	10,818
	Total DPW Bldg Maint	140,722	149,331	149,331	159,316	9,985

**Section B**

**GENERAL FUND**

**General Fund 101 Public Work (D59) Building Maintenance Budget Details**

			<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>		<b>Recommended</b>
	<b>101-59 Building Maintenance</b>		<b>Appropriations</b>
Regular Salaries	Salaries - one full-time staff scheduled 10% or 0.1 FTE		13,529
Overtime			-
Medicare Insurance	Medicare is paid on all salaries at a rate of 1.45%		196
Social Security	6.2% of salary		-
PERS Retire Contrib - ER	Employer contribution for employee pension		1,502
PERS Retire Contrib - EE	Employee contribution paid for by the employer		-
Health Insurance	Health plan coverage -Cafeteria Plan		1,920
Dental Insurance	Delta Dental Plan premium		-
Vision Insurance	Vision service plan premium		-
Workers Compensation	Worker's Compensation charged to Department		406
Life & ADD Insurance	Premium to The Cities Group		16
STD Insurance	Short-term disability premium to The Cities Group		19
LTD Insurance	Long-term disability premium to The Cities Group		79
Unemployment Insurance	Self-funded unemployment based on 1% of salaries		135
EE Benefits Earned	1% contribution for vac, sick, comp, & holiday pay		135
	<b>Total Salaries and Benefits</b>		17,938
Contract DPW Maint SVS	Portion of MCE contract		60,000
Equipment Repair & Maint	Routine building repairs		5,000
Building Security	Gates, fences, doors, locks, for all bldgs		5,000
Facility Repair & Maint	Elevator, carpet cleaning, carpentry, electrical, plumbing		6,000
Contract Custodial Services	All DPW custodial now covered in building maintenance		14,528
Contract Landscape Maint.	Town Center Landscaping		-
Contract Inspection & Testing	Comprehensive inspections (3); fire extinguishers, elevator		2,500
Other Contract Services	Facility related studies and repairs		15,000
Disaster Preparedness	Generator maintenance		-
Safety Supplies & Materials	First Aid kit replenishment		250
Construction Mats	Materials and parts used to build or repair things, including lumber, nails, concrete, asphalt, rock, irrigation parts, etc.		2,00
Minor Tools & Equip	Hand tools costing \$100 or less (shovels, rakes, hammers, brooms, etc.)		-
Gas & Oil	Generators		3,000
Utilities	Electricity		500
Utilities - Gas	ABAG gas		700
Utilities - Sewer	County of San Mateo		3,400
Rent - Mach & Equip	Steam cleaner		-
Building Improvements			-
	Other building improvements	6,000	
			6,000
Machinery & Equipment	Replacement of broken machinery/equipment		5,000
Computer Equipment			-
Office Machines & Furn			-
Equip Replace Charges	Generators		12,500
	<b>Total Operations</b>		141,378
	<b>Total DPW - Building Maintenance</b>		159,316

**Salaries for Public Works**

**FY 2014**

Job Class	Step@2013	2013 Salary	2014 Salary	Employer PERS	Employee PERS	Medicare	Medical	Dental	Vision	STD	LTD	Life & ADD	Worker's Comp	Uniform	Total
<b>DPW-Engineering50</b>															
0.6 Assistant/Associate Engineer (0.6)	D	56,621	61,535	6,833	-	892	11,520	-	-	115	416	96	1,846	-	83,253
0.5 Office Specialist (0.5)	D	31,440	32,541	3,613	-	472	8,400	-	-	96	231	54	943	-	46,350
FTE	1.1	88,061	94,075	10,446	-	1,364	19,920	-	-	211	647	150	2,789	-	129,603
<b>DPW-StreetMaint 53</b>															
0.5 PW Superintendent (0.6)	D	78,428	67,644	7,511	-	981	9,600	-	-	96	397	80	2,030	200	88,539
FTE	0.5	78,428	67,644	7,511	-	981	9,600	-	-	96	397	80	2,030	200	88,539
<b>DPW-ParksMaint 57</b>															
0.2 PW Superintendent (0.2)	D	26,143	27,058	3,004	-	392	3,840	-	-	38	159	32	811	-	35,334
FTE	0.2	26,143	27,058	3,004	-	392	3,840	-	-	38	159	32	811	-	35,334
<b>DPW-ParkProgram58</b>															
0.2 PW Superintendent (0.1)	D	13,071	27,058	3,004	-	392	3,840	-	-	38	159	32	812	-	35,335
FTE	0.2	13,071	27,058	3,004	-	392	3,840	-	-	38	159	32	812	-	35,335
<b>DPW-BuildingMaint 59</b>															
0.1 PW Superintendent (0.1)	D	13,071	13,529	1,502	-	196	1,920	-	-	19	79	16	406	-	17,668
FTE	0.1	13,071	13,529	1,502	-	196	1,920	-	-	19	79	16	406	-	17,668
<b>BldgDept</b>															
0.4 Assistant/Associate Engineer (0.4)	D	37,747	41,023	4,555	-	595	7,680	-	-	77	277	64	1,231	-	55,502
0.5 Office Specialist (0.5)	D	31,440	32,541	3,613	-	472	8,400	-	-	96	231	54	943	-	46,351
FTE	0.9	69,187	73,564	8,169	-	1,067	16,080	-	-	173	509	118	2,174	-	101,852
3 Total DPW FTE	3	287,961	302,927	33,637	-	4,392	55,200	-	-	576	1,950	427	9,022	200	408,332
<b>Summary</b>															
1 Public Works Superintendent	D	130,713	135,288	15,022	-	1,962	19,200	-	-	192	794	159	4,059	200	176,876
1 Assistant/Associate Engineer	D/C	94,368	102,558	11,388	-	1,487	19,200	-	-	192	694	159	3,077	-	138,754
1 Office Specialist	D	62,880	65,081	7,227	-	944	16,800	-	-	192	462	108	1,886	-	92,701
		287,961	302,927	33,637	-	4,392	55,200	-	-	576	1,950	427	9,022	200	408,331
Note:															
40% of Assistant/Associate Engineer transferred to Gas Tax Fund															
60% of Public Works Superintendent transferred to Gas Tax Fund															
Superintendent allocation change from 6,2,1,1 to 5,2,2,1 (53,57,58,59)															
Town of Atherton Budget 2013-2014															

**Section C**

**SPECIAL REVENUE FUND**

**Special Revenue Fund** – The Special Revenue Funds are used to account for revenues derived from specific sources, which are usually required by law or administrative regulation to be accounted for in a separate fund.

Section C

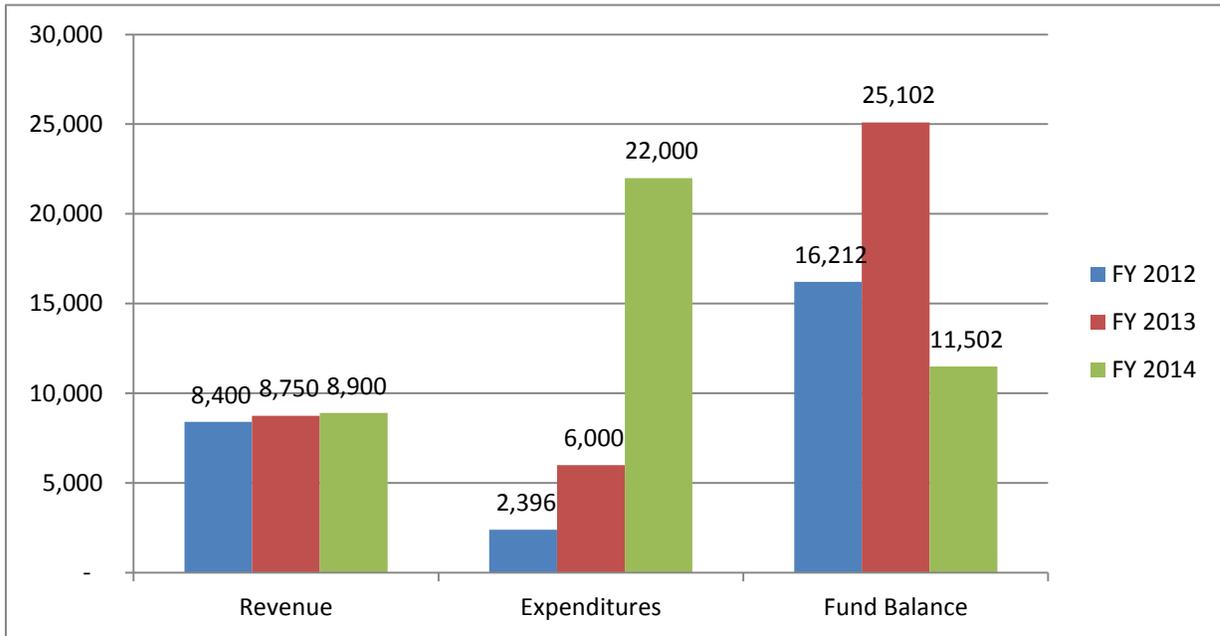
**SPECIAL REVENUE FUND**

**Tennis Fund (Fund#105)**

Fund Summary            **Tennis Fund**

Annual Fiscal Impact    \$22,000

Three-year Summary



**Section C**

**SPECIAL REVENUE FUND**

**Tennis Fund-Budget Details**

			Recommended		Recommended	Increase (Decrease)
Tennis Fund	Budget FY 2013-14	Actual	Budget	Projected	Budget	Over Prior Yr
Account	Description	2011-12	2012-13	2012-2013	2013-14	Projection
105-00-47027-058	Tennis Classes	1,600	1,600	1,600	1,600	-
105-00-47026-058	Tennis Keys	6,900	6,700	7,475	6,700	(775)
105-00-48001-058	Interest Income	101	100	100	100	-
						-
	Total Revenues	8,601	8,400	9,175	8,400	(775)
105-58-50001-000	Regular Salaries	1,241	-		-	-
105-58-50005-000	Temporary Help	2,487				-
105-58-50013-000	EE Benefits Earned	12				-
105-58-51001-000	Medicare Tax	56				-
105-58-51002-000	Social Security	157				-
105-58-51003-000	PERS Retire Contr-ER	164				-
105-58-51004-000	PERS Retire Contr-EE	83				-
105-58-51007-000	STD Insurance	5				-
105-58-51008-000	Health Insurance	502				-
105-58-51010-000	Dental Insurance	41				-
105-58-51011-000	Vision Insurance	8				-
105-58-51013-000	Worker's Comp	34				-
105-58-51014-000	Life & ADD Insurance	3				-
105-58-51015-000	LTD Insurance	10				-
105-58-51016-000	State Unemployment Ins	39				-
	Total Salaries & Benefits	4,841	-		-	-
105-58-52031-000	Contract Maint Services		5,000	2,138	5,000	2,862
105-58-53003-000	Building Security	1,677	500	1,000	500	(500)
105-58-53004-000	Facility Repair & Maint	549	15,000	1,000	1,500	500
105-58-54010-000	Other Contract Services	-	-		-	-
105-58-55012-000	Construction Materials	168	1,500	1,000	15,000	14,000
105-58-55014-000	Minor Tools & Equip					-
105-58-55016-000	Other Supplies & Matls					-
	Total Operations	2,395	22,000	6,000	22,000	16,000
	Total Expenditures	7,235	22,000	6,000	22,000	16,000
	Excess (Deficiency) of Rev Over Exp	1,366	(13,600)	4,037	(13,600)	(14,966)
	Transfer In From General Fund		4,853	4,853	-	-
	Beginning Fund Balance	14,846	16,212	16,212	25,102	
	Ending Fund Balance	16,212	7,465	25,102	11,502	

**Section C****SPECIAL REVENUE FUND****Tennis Fund-Budget Details (Fund#105)**

		<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>	<b>Recommended</b>
	<b>105-58 Tennis Fund</b>	<b>Appropriation</b>
Contract Maint Service	Potion of MCE contract for cleaning courts	5,000
Building Security	Re-key tennis court gates	500
Other Contract Services	Miscellaneous	-
Construction Materials	Court patching and painting	15,000
Facility Repair & Maint	Urgent court needs	1,500
	<b>Total Operations</b>	22,000
	<b>Total Tennis Fund</b>	22,000

**Section C**

**SPECIAL REVENUE FUND**

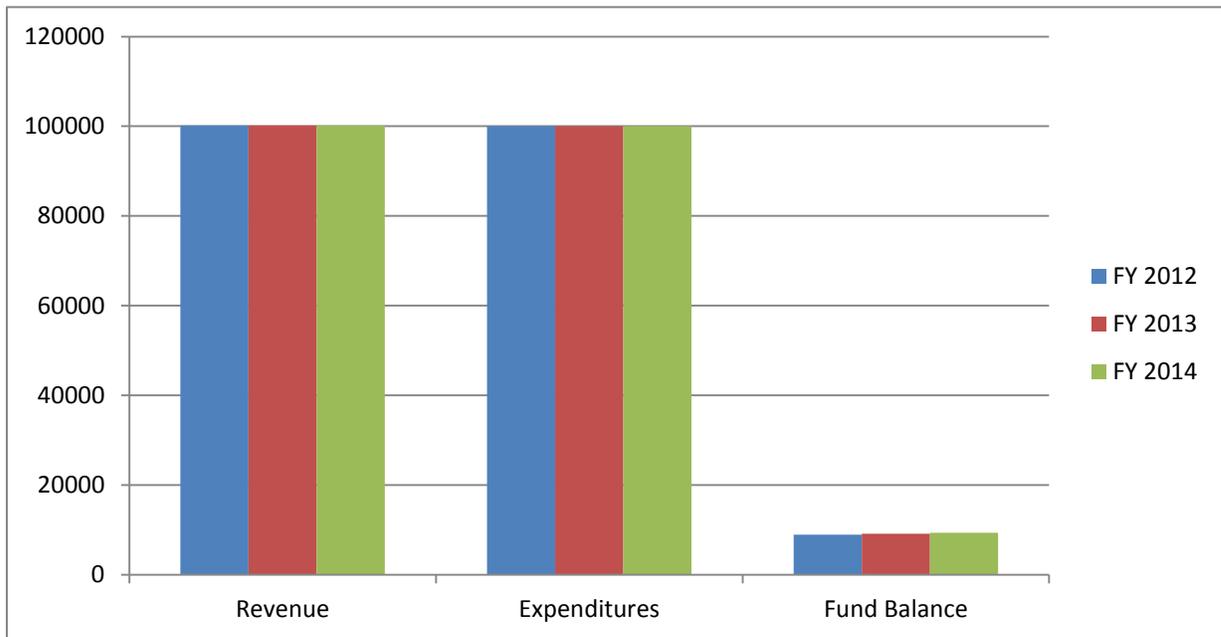
**COPS GRANT (Fund#209)**

**Fund Summary**

From Department of Justice, COPS stands for Community Oriented Policing Services' (the COPS Office). The COPS Office was created as a result of the Violent Crime Control and Law Enforcement Act of 1994. As a component of the Department of Justice, the mission of the COPS Office is to advance community policing in jurisdictions of all sizes across the nation. Community policing focuses on crime and social disorder through the delivery of police services that includes aspects of traditional law enforcement, as well as prevention, problem-solving, community engagement, and partnerships.

**Annual Fiscal Impact**     \$100,000

**Three-year Summary**



**Section C**

**SPECIAL REVENUE FUND**

**COPS GRANT-Budget Details (Fund#209)**

						<b>Increase</b>
					<b>Proposed</b>	<b>(Decrease)</b>
<b>COPS Grant</b>	<b>Budget FY 2013-14</b>	<b>Actual</b>	<b>Budget</b>	<b>Projected</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2012-13</b>	<b>2013-14</b>	<b>Year Projection</b>
209-00-45019-040	Grant	100,000	100,000	100,000	100,000	-
209-00-48001-040	Interest Income	200	200	200	-	(200)
209-00-49006-000	Trfrs from SLESF Fund					-
						-
	Total Revenue	100,200	100,200	100,200	100,000	(200)
						-
	Salaries related expenditures	100,000	100,000	100,580	100,000	-
						-
	Total Expenditure	100,000	100,000	100,580	100,000	-
						-
	Excess (Deficiency) of Rev Over Exp	200	200	(380)	-	(200)
	Beginning Fund Balance	8,759	8,959	8,959	8,579	
	Ending Fund Balance	8,959	9,159	8,579	8,579	

Section C

SPECIAL REVENUE FUND

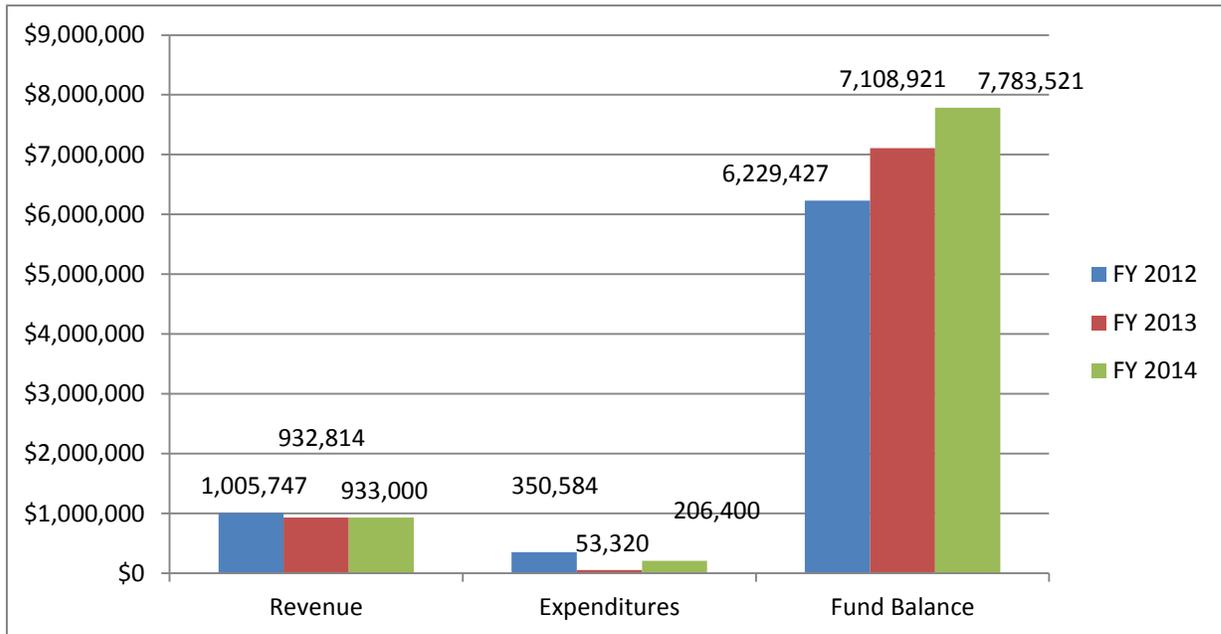
LIBRARY FUND (Fund#213)

Fund Summary

LIBRARY FUND-In 1999 the San Mateo County Library Joint Powers Authority was formed to assist in governing library funds accumulated through Proposition 13 in 1978, which set aside a portion of assessed property values to fund California Libraries. The Town of Atherton Library is part of a JPA. Under the JPA, jurisdictions would be permitted to retain excess funds generated from the local property taxes as long as the basic library services were met. The Atherton Library fund is an accumulation of excess revenue generated over these years. Funds for the Library operation are provided through property taxes that are appropriated from the JPA to the Atherton Library for operation. The San Mateo County operates the daily operation of the Library. Excess (Donor) Funds that result after Atherton’s Library Operation expenses are paid are remitted for dedication to Town Library purposes. This Fund is the primary funding source for the planning, design, and construction of the new Atherton Library. Estimated Fund balance at the end of fiscal year 12/13 is \$7,108,920. In FY 2012-13 the Library JPA created Trust Fund Accounts for new excess Donor City Funds. The funds will be held separately for the Town and will continue to be used for library activities. Existing excess donor funds will remain with the Town and depleted first before funds in the newly established Trust accounts are accessed.

Annual Fiscal Impact \$206,400

Three-year Summary



## Section C

## SPECIAL REVENUE FUND

## LIBRARY FUND

						Increase
			Adopted	Revised	Proposed	(Decrease)
Library Fund	Budget FY 2013-14	Actual	Budget	Budget	Budget	Over Prior Yr
Account	Description	2011-12	2012-13	2012-2013	2013-2014	Projection
213-00-40001-000	Secured Property Tax	969,986	784,000	900,000	900,000	-
213-00-48001-000	Interest Income	35,761	40,000	32,814	33,000	186
	Total Revenues	1,005,747	824,000	932,814	933,000	186
213-30-50005-000	Temporary Help	-	500		-	-
	Total Salaries & Benefits	-	500	-	-	-
213-30-52007-000	Other Legal Services	-	5,000		5,000	5,000
213-30-52010-000	Contract Engineering	17,820				-
213-30-52011-000	Contract Planner	55,926	17,000	1,402	-	(1,402)
213-30-52024-000	Architectural Services	80,164	750,000	464	-	(464)
213-30-52027-000	Environmental Consulting Svcs	156,875	30,000	4,488	-	(4,488)
213-30-52031-000	Contract Maint Services	5,523	23,658	6,441	20,000	13,559
213-30-53003-000	Building Security	-	500	616	500	(116)
213-30-53004-000	Facility Repair & Maintenance	1,000	1,500	1,000	1,500	500
213-30-53005-000	HVAC Repair & Maint	-	-		-	-
213-30-53006-000	Electrical Repair & Maint	-	-		-	-
213-30-53007-000	Roof Repair & Maint	-	-		-	-
213-30-53008-000	Contract Custodial Services	3,984	7,500	4,104	7,500	3,396
213-30-53011-000	Contract Lndscp Maint.	2,280	-		-	-
213-30-53014-000	Utilities - Electricity	7,593	8,500	6,900	8,500	1,600
213-30-53015-000	Utilities - Gas	560	1,500	463	1,000	537
213-30-53016-000	Utilities Water	3,192	3,000	2,553	3,000	447
213-30-53017-000	Utilities - Sewer	1,941	3,500		3,000	3,000
213-30-53024-000	Advertising & Noticing	8,514	10,000		5,000	5,000
213-30-53036-000	Contract Pesticid & Fertilizer	1,140	1,200	1,140	1,400	260
213-30-54010-000	Other Contract Services	2,263	150,000	23,248	150,000	126,752
213-30-55010-000	Custodial Supplies	-	-		-	-
213-30-55012-000	Construction Materials	-	-		-	-
213-30-55016-000	Other Supplies & Materials	355			-	-
213-30-55017-000	Postage	1,454	2,750	500	-	(500)
	Total Operations	350,584	1,015,608	53,320	206,400	153,080
	Total Expenditures	350,584	1,016,108	53,320	206,400	153,080
	Excess (Deficiency) of Rev Over Exp	655,164	(192,108)	879,495	726,000	(152,895)
	Beginning Fund Balance	5,574,263	6,229,427	6,229,427	7,108,921	
	Ending Fund Balance	6,229,427	6,037,319	7,108,921	7,783,521	

**Section C**

**SPECIAL REVENUE FUND**

**LIBRARY FUND (Fund#213)**

		<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>	<b>Proposed</b>
	<b>213-30 Library</b>	<b>Appropriation</b>
Temporary Help Salaries	Workers to assist with misc projects as needed	-
Legal Services	Review necessary legal documents	5,000
Contract Maint Services	MCE contract maint for HVAC, electrical, roof and landscape services, etc.	20,000
Building Security	Misc locks, etc	500
Facility Maint and Repair	Scheduled maint and misc repairs as needed	1,500
Contract Custodial Services	Portion of Town janitorial contract	7,500
Contract Landscape Maint	Service provided by MCE contract maint	-
Utilities - Electricity	Operating electricity	8,500
Utilities - Gas	Operating gas	1,000
Utilities Water	Operating water	3,000
Utilities - Sewer	Operating sewer	3,000
Advertising & Noticing	Public Notices, mass mailings, bid noticing for new library building	5,000
Contract Pesticid & Fertilizer	Vector control	1,400
Other Contract Services	Project management services for new library process and design	150,000
	<b>Total Library</b>	<b>206,400</b>

Section C

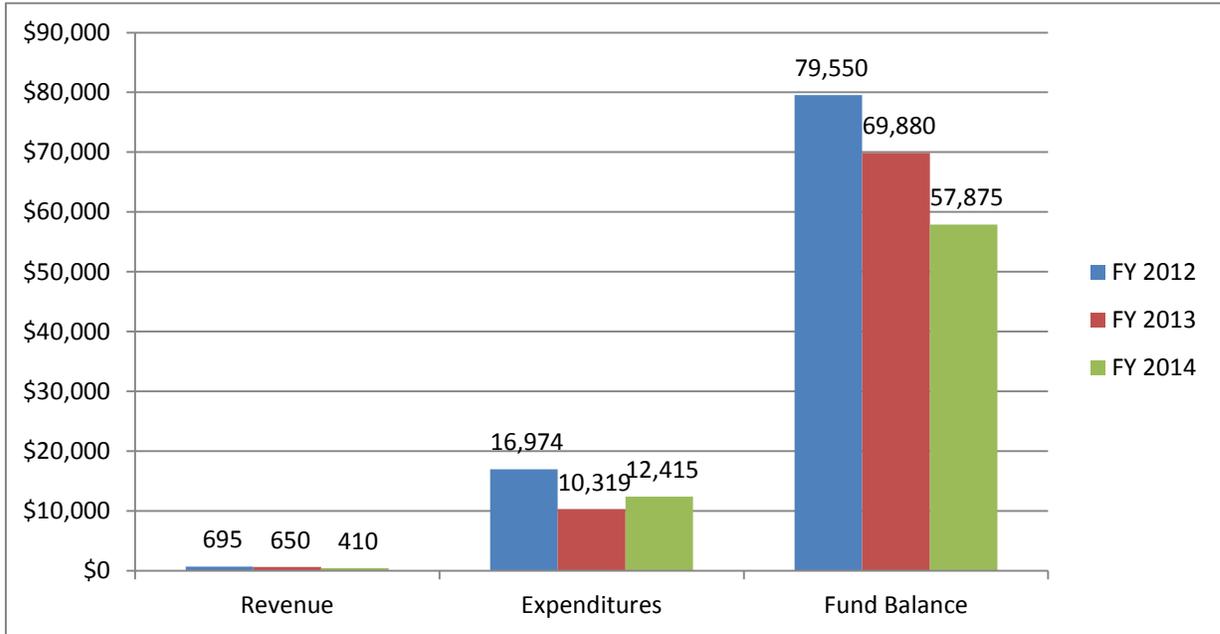
**SPECIAL REVENUE FUND**

**Evan Creative Design (Fund #215)**

Fund Summary            Evan Creative Design

Annual Fiscal Impact    \$12,415

Three-year Summary



**Section C**

**SPECIAL REVENUE FUND**

**Evan Creative Design-Budget Details**

			<b>Adopted</b>	<b>Revised</b>	<b>Proposed</b>	<b>Increase (Decrease)</b>
<b>Evan Creative Design</b>	<b>Budget FY 2013-14</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior Yr</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>Projection</b>
215-00-48001-000	Interest Income	547	600	500	310	(190)
215-00-48501-000	Donations/Contributions	148	200	150	100	(50)
	<b>Total Revenue</b>	<b>695</b>	<b>800</b>	<b>650</b>	<b>410</b>	<b>(240)</b>
						-
215-30-50005-000	Temporary Help	-	500	-		-
215-30-53024-000	Advertising/Noticing	586	150	475	1,000	525
215-30-53033-000	Rent - Mach & Equip	-		-		-
215-30-54007-000	Membership Dues	-	65	-	65	65
215-30-54010-000	Other Contract Services	10,133	11,800	9,104	8,000	(1,104)
215-30-54019-000	Community Educational Prog.				2,000	2,000
215-30-54027-000	Sponsorship/Contribution	5,250	500	-	100	100
215-30-55002-000	Office Supplies	-	1,300	140		(140)
215-30-55016-000	Other Supplies & Materials	957		592	1,000	408
215-30-55017-000	Postage	48	100	9		(9)
215-30-57002-000	Building Improvements			-		-
215-30-57010-000	Misc. Capital Outlay			-	250	250
						-
	<b>Total Expenditures</b>	<b>16,974</b>	<b>14,415</b>	<b>10,319</b>	<b>12,415</b>	<b>2,096</b>
	Excess (Deficiency) of Rev Over Exp	(16,279)	(13,615)	(9,669)	(12,005)	(2,336)
	Beginning Fund Balance	95,829	79,550	79,550	69,880	
	Ending Fund Balance	79,550	65,935	69,880	57,875	

**Section D**

**INTERNAL SERVICE FUND**

**Internal Service Fund** accounts for activities involved in rendering services to departments within the City. Costs of materials and services used are accumulated in these funds and are charged to the user departments as such goods are delivered or services rendered.

**Section D**

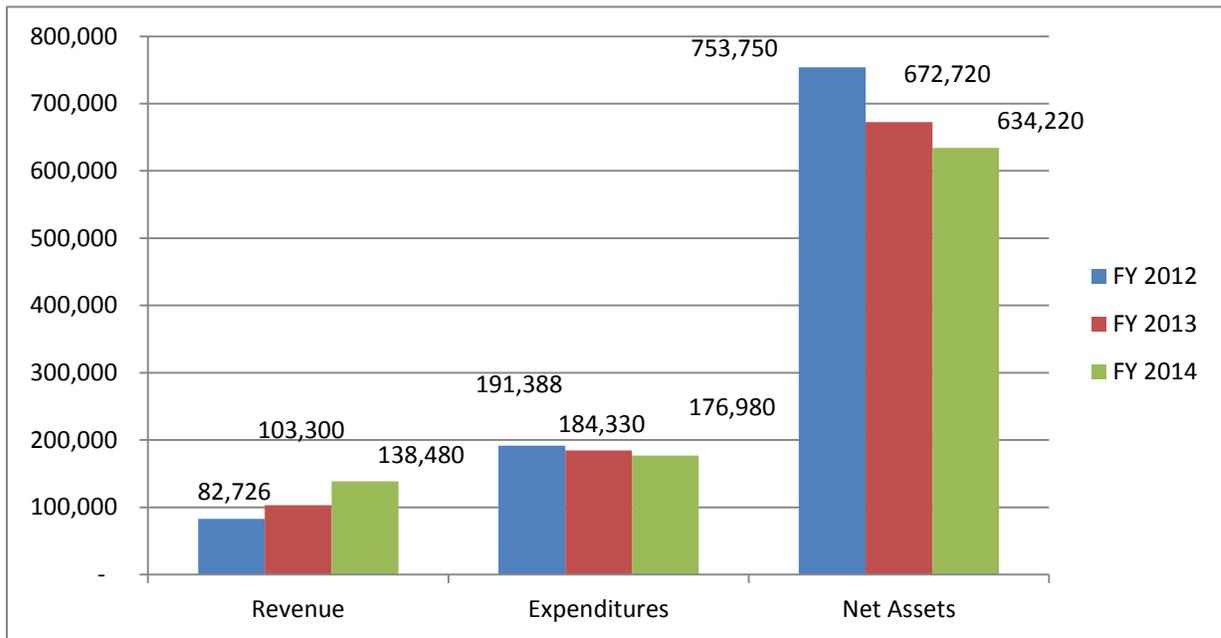
**INTERNAL SERVICE FUND**

**EQUIPMENT REPLACEMENT FUND (Fund#610)**

**Fund Summary**            Equipment Replacement fund is created for the timely replacement of Town vehicles and capital equipment. The annual contribution to this fund is through various Town departments whose use of capital equipment is for daily operations. The allocation of costs based on the estimated life of the equipment and estimated purchase cost. Any sale of surplus equipment is credited to this fund

**Annual Fiscal Impact**    \$157,480

**Three-year Summary**



**Section D**

**INTERNAL SERVICE FUND**

**EQUIPMENT REPLACEMENT Budget Details**

			<b>Recommended</b>	<b>Recommended</b>	<b>Increase</b>
<b>Equip Repl. Fd</b>	<b>Budget FY 2013-14</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>(Decrease)</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>Over Prior</b>
					<b>Year Budget</b>
610-00-48001-000	Interest on Investments	2,917	2,500	2,500	-
610-00-47509-018	Equip Replace Charges - Finance	10,000	10,000	10,000	-
610-00-47509-025	Equip Replace Charges - Building	10,000	10,000	24,500	14,500
610-00-47509-040	Equip Replace Charges - Police	54,000	62,800	74,480	11,680
610-00-47509-050	Equip Replace Charges - DPW Engineering			3,000	3,000
610-00-47509-053	Equip Replace Charges - DPW Street Maint	3,000	3,000	8,500	5,500
610-00-47509-057	Equip Replace Charges - DPW Park Maint			3,000	3,000
610-00-47509-059	Equip Replace Charges - Building Maint			12,500	12,500
610-00-48004-000	Sale of Property	2,810	15,000	-	(15,000)
	Property Damage Reimbursement				-
					-
	Total Revenues	82,726	103,300	138,480	35,180
	Depreciation	145,472			
610-18-57006-018	Computer Software	24,960	24,330	-	(24,330)
610-25-57006-025	Computer Software	5,000	-	19,500	19,500
610-12-57007-012	Office Equip		60,000	48,000	(12,000)
610-40-57004-040	Machinery & Equipment			39,480	39,480
610-40-57005-040	Vehicles & Accessories	15,956	100,000	35,000	(65,000)
610-50-57005-050	Vehicles & Accessories			35,000	35,000
	Total Expenditures	191,388	184,330	176,980	(7,350)
	Excess (Deficiency) of Revenues Over	(108,662)	(81,030)	(38,500)	42,530
	Beginning Net Assets (Deficit)	862,412	753,750	672,720	
	Ending Net Assets (Deficit)	753,750	672,720	634,220	

**Section D****INTERNAL SERVICE FUND****EQUIPMENT REPLACEMENT Budget Details (Fund#610)**

		<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>	<b>Recommended</b>
	<b>610-XX Equipment Replacement</b>	<b>Appropriation</b>
Vehicle Expense	See Police Department Supplemental Requests	35,000
	Public Works Vehicle Replacement	35,000
Machine & Equip	See Police Department Supplemental Requests	39,480
Office Equip	Replace Phone System (budget carryover from FY 2012)	48,000
Computer Software	Springbrook licensing (5 of 5)	-
	Total	157,480

**Section D****INTERNAL SERVICE FUND****EQUIPMENT REPLACEMENT Budget Details (Fund#610)**

Town of Atherton	
Police Department	
Budget 2013-2014	
<u>Description</u>	Supplemental Budget Request
<u>Request #1</u>	
Replace 1 Crown Victoria Patrol Cars	35,000
- Patrol Car 5, E1320804	
<u>Request #2</u>	
Purchase COLT AR 15 LEG920- 14	12,880
<u>Request #3</u>	
Purchase new Tasers - 14	18,000
<u>Request #4</u>	
Narrowbanding radio equipment	3,600
<u>Request #5</u>	
Evidence/Alarm/Security Cameras	5,000
Total Cost to Equipment Replacement Fund	74,480

Section D

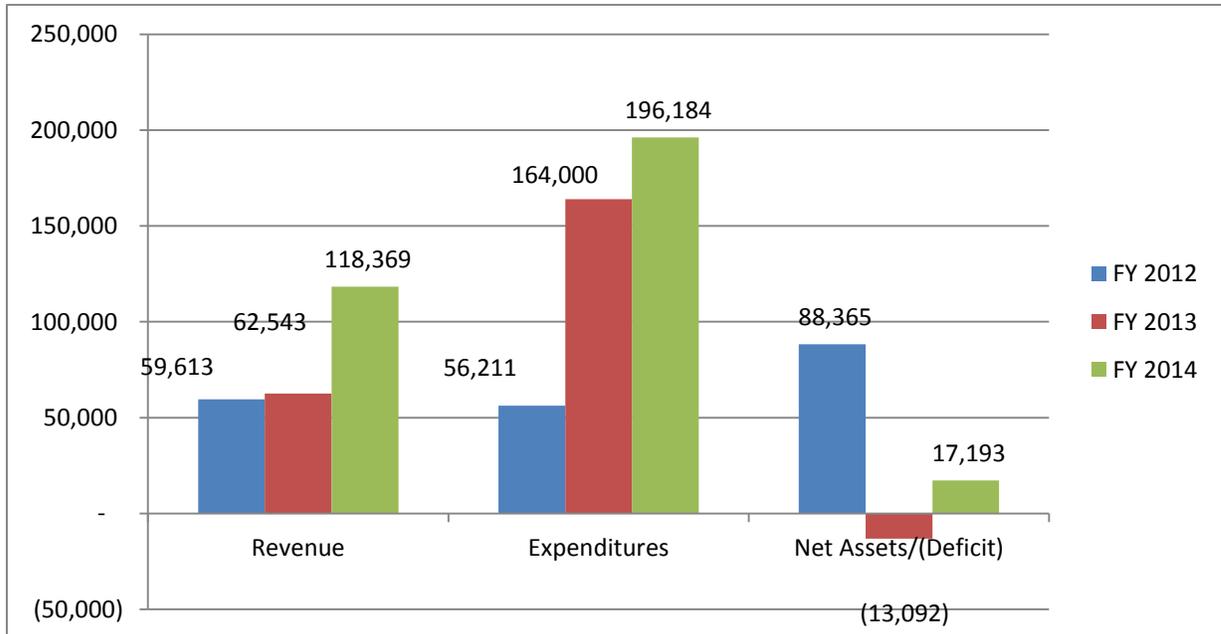
**INTERNAL SERVICE FUND**

**WORKERS' COMPENSATION FUND (Fund#614)**

Fund Summary            Workers' compensation fund activity is for the cost and expense of Town claims for Worker's compensation. Risk pool insurer for the Town is Cities Group. Also within this Fund is the Risk management for safety training, educational materials and other accident prevention activities.

Annual Fiscal Impact    \$196,184

Three-year Summary



**Section D**

**INTERNAL SERVICE FUND**

**WORKERS' COMPENSATION FUND Budget Details**

					<b>Increase</b>
			<b>Recommended</b>	<b>Recommended</b>	<b>(Decrease)</b>
<b>Workers' Compensation</b>	<b>Budget FY 2013-14</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>Year Budget</b>
614-00-47503-000	Charges for Services				
614-00-47503-012	Charges for Services - Admin Dept	2,546	6,057	11,070	5,013
614-00-47503-018	Charges for Services - Finance Dept	3,310	5,007	9,034	4,027
614-00-47503-025	Charges for Services - Building Dept	2,010	597	2,207	1,610
614-00-47503-040	Charges for Services - Police Dept	45,217	43,226	87,810	44,584
614-00-47503-050	Charges for Services - DPW Engineering	2,280	1,673	2,789	1,116
614-00-47503-053	Charges for Services - DPW Street Maint	736	1,491	2,030	539
614-00-47503-057	Charges for Services - DPW Park Maint	474	496	811	315
614-00-47503-058	Charges for Services - DPW Park Prog & Tennis	410	248	812	564
614-00-47503-059	Charges for Services - DPW Building Maint	235	248	406	158
614-00-48001-000	Interest on Investments	2,394	3,500	2,500	(1,000)
					-
	<b>Total Revenues</b>	<b>59,613</b>	<b>62,543</b>	<b>119,469</b>	<b>56,926</b>
614-30-51013-000	Worker's Comp Expense	46,863	154,000	190,312	36,312
614-30-51017-000	Safety/Compliance Program Assessment	9,348	10,000	5,872	(4,128)
	Other Contract Services				-
	<b>Total Expenditures</b>	<b>56,211</b>	<b>164,000</b>	<b>196,184</b>	<b>32,184</b>
	<b>Excess (Deficiency) of Revenues Over</b>	<b>3,402</b>	<b>(101,457)</b>	<b>(76,715)</b>	<b>24,742</b>
	<b>Transfer-in (Reclassified accrued liability)</b>			<b>107,000</b>	<b>107,000</b>
	<b>Beginning Net Assets (Deficit)</b>	<b>84,963</b>	<b>88,365</b>	<b>(13,092)</b>	
	<b>Ending Net Assets (Deficit)</b>	<b>88,365</b>	<b>(13,092)</b>	<b>17,193</b>	

**Section D****INTERNAL SERVICE FUND****WORKERS' COMPENSATION FUND Budget Details (Fund#614)**

		<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>	<b>Requested</b>
	<b>614-xx Workers' Comp</b>	<b>Appropriations</b>
WC Assessment	Assessment by the Cities Group (JPA)	190,312
Safety Program Assess	Assessment by the Cities Group (JPA)	5,872
	Total	196,184

**Section D**

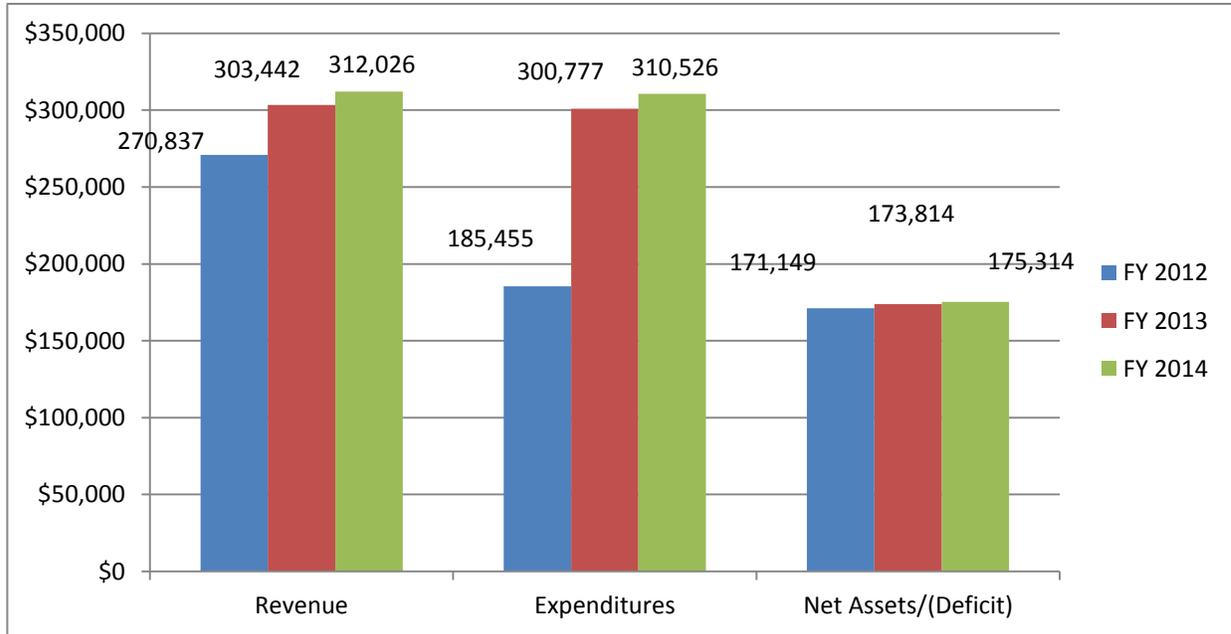
**INTERNAL SERVICE FUND**

**GENERAL LIABILITY FUND (Fund#615)**

**Fund Summary**                      General Liability fund hosts the insurance costs for liability claims and property losses. The Town is part of the insurance pool of ABAG (Association of Bay Area Governments) The activities for this fund provides for costs to general liability insurance, employment practice insurance, and self-insured retention claim expense.

**Annual Fiscal Impact**        \$310,526

**Three-year Summary**



**Section D**

**INTERNAL SERVICE FUND**

**GENERAL LIABILITY FUND Budget Details**

					<b>Increase</b>
			<b>Recommended</b>	<b>Recommended</b>	<b>(Decrease)</b>
<b>General Liability</b>	<b>Budget FY 2013-2014</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Over Prior</b>
<b>Account</b>	<b>Description</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-2014</b>	<b>Year Actual</b>
615-00-47504-000	Liability Insurance Charge	233,384	265,642	274,526	8,884
615-00-47505-000	Employment Practice Liability Charge	36,000	36,000	36,000	-
615-00-48001-000	Interest on Investments	1,453	1,800	1,500	(300)
					-
	<b>Total Revenues</b>	<b>270,837</b>	<b>303,442</b>	<b>312,026</b>	<b>8,584</b>
					-
615-30-53019-000	Liability Insurance Expense	133,143	164,777	174,526	9,749
615-30-53020-000	Employment Practice Liability	30,080	36,000	36,000	-
615-30-53022-000	Liability Claim Expense	22,232	100,000	100,000	-
					-
	<b>Total Expenditures</b>	<b>185,455</b>	<b>300,777</b>	<b>310,526</b>	<b>9,749</b>
					-
	Excess (Deficiency) of Revenue Over Expenditures	85,382	2,665	1,500	(1,165)
	Beginning Unrestricted Net Assets	85,767	171,149	173,814	
	Ending Unrestricted Net Assets	171,149	173,814	175,314	

**Section D**

**INTERNAL SERVICE FUND**

**GENERAL LIABILITY FUND Budget Detail (Fund#615)**

<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>	<b>FY 2014</b>
		<b>Recommended</b>
	<b>615-xx General Liability</b>	<b>Appropriations</b>
Liability Insurance	Premium to ABAG	174,526
Employment Practice	Premium to Alliant	36,000
Claim Expense	SIR (Self insured retention)	100,000
	Total	310,526

**Section D**

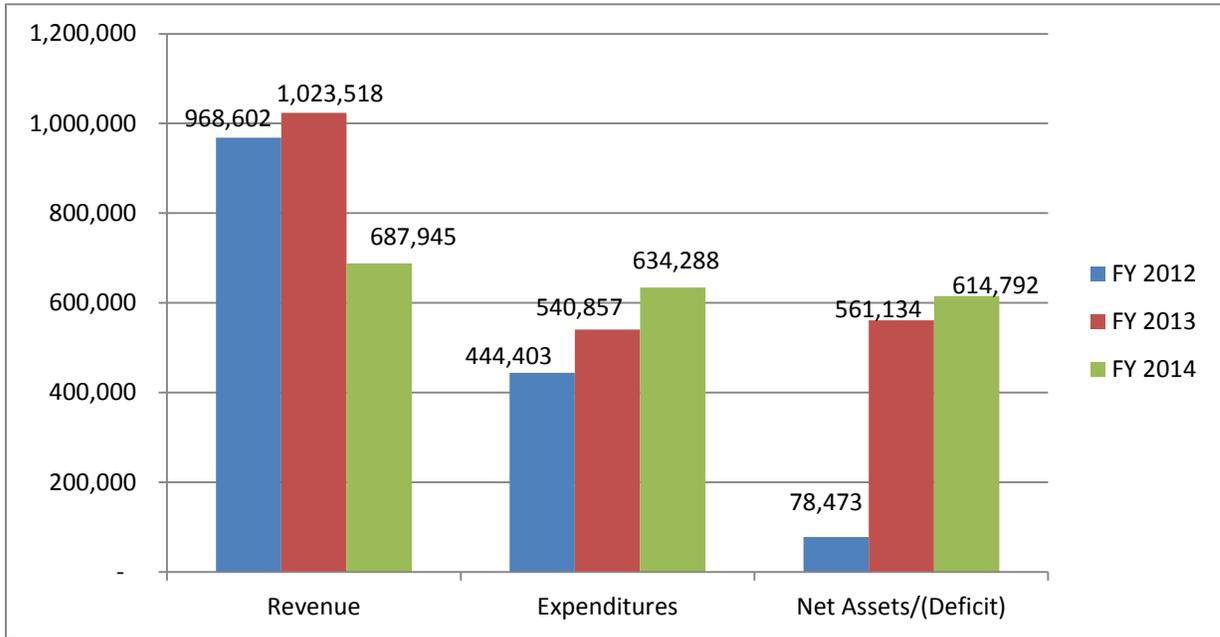
**INTERNAL SERVICE FUND**

**EMPLOYEE BENEFITS FUND (Fund#616)**

**Fund Summary** Employee Benefits Fund is used for the accounting and accumulation of costs internally among Town various departments for employee benefits including other post-employment benefits other than pension, compensated absences, and potential unemployment charges.

**Annual Fiscal Impact** \$634,288

**Three-year Summary**



## Section D

## INTERNAL SERVICE FUND

## EMPLOYEE BENEFITS FUND Budget Details

				Recommended	Increase (Decrease)
Employee Benefits Fund 616	Budget 2013-2014	Actual	Budget	Budget	Over Prior
Account	Description	2011-12	012-13	2013-2014	Year Budget
616-00-47506-012	GASB 45 ARC - Admin	66,444	71,793	69,043	(2,750)
616-00-47506-018	GASB 45 ARC - Finance	32,368	62,743	48,278	(14,465)
616-00-47506-025	GASB 45 ARC - Building	66,761	72,135	31,235	(40,900)
616-00-47506-040	GASB 45 ARC - Police	458,746	495,676	346,913	(148,763)
616-00-47506-050	GASB 45 ARC - DPW Engineering	63,295	68,391	21,794	(46,597)
616-00-47506-053	GASB 45 ARC - DPW Street Maint	69,221	74,794	60,605	(14,189)
616-00-47506-057	GASB 45 ARC - DPW Park Maint	4,318	4,666	3,128	(1,538)
616-00-47506-058	GASB 45 ARC - DPW Park Program	16,157	17,458	3,293	(14,165)
616-00-47507-012	EE Benefits Earned - Admin	1,319	3,188	3,712	524
616-00-47507-018	EE Benefits Earned - Finance	1,466	2,869	3,011	142
616-00-47507-025	EE Benefits Earned - Building	1,352	314	736	422
616-00-47507-040	EE Benefits Earned - Police	42,692	51,595	55,066	3,471
616-00-47507-050	EE Benefits Earned - DPW Engineering	1,274	881	941	60
616-00-47507-053	EE Benefits Earned - DPW Street Maint	793	784	676	(108)
616-00-47507-057	EE Benefits Earned - DPW Park Maint	562	261	271	10
616-00-47507-058	EE Benefits Earned - DPW Park Program	140	131	271	140
616-00-47507-059	EE Benefits Earned - DPW Bldg Maint	488	131	135	4
616-00-47508-012	Unemploy Benefits - Admin	12,905	10,388		(10,388)
616-00-47508-018	Unemploy Benefits - Finance	1,886	2,869	3,011	142
616-00-47508-025	Unemploy Benefits - Building	35,470	25,627		(25,627)
616-00-47508-040	Unemploy Benefits - Police	40,469	26,415	28,733	2,318
616-00-47508-050	Unemploy Benefits - DPW Engineering	1,466	881	941	60
616-00-47508-053	Unemploy Benefits - DPW Street Maint	12,354	7,405	676	(6,729)
616-00-47508-057	Unemploy Benefits - DPW Park Maint	8,437	11,511	271	(11,240)
616-00-47508-058	Unemploy Benefits - DPW Park Program	14,949	5,981	271	(5,710)
616-00-47508-059	Unemploy Benefits - DPW Building Maint	657	131	135	4
616-00-48001-000	Interest on Investments	12,611	4,500	4,800	300
					-
	Total Revenues	968,602	1,023,518	687,945	(335,573)
616-xx-51009-xxx	Retiree Health-Care OPEB	28,337		125,762	125,762
616-12-51009-012	Retiree Health-Care (Admin)	45,267	49,675	57,946	8,271
616-18-51009-018	Retiree Health-Care (Finance)	17,136	27,769	37,181	9,412
616-25-51009-025	Retiree Health-Care (Building)	26,784	33,520	27,536	(5,984)
616-40-51009-040	Retiree Health-Care (Police)	172,939	234,885	254,441	19,556
616-50-51009-050	Retiree Health-Care (Engineering)	16,647	18,623	18,095	(528)
616-53-51009-053	Retiree Health-Care (Street Maint)	40,965	53,080	56,906	3,826
616-57-51009-057	Retiree Health-Care (Park Maint)	4,384	4,046	3,128	(918)
616-58-51009-058	Retiree Health-Care (Park Program)	3,967	4,259	3,293	(966)
616-xx-51016-xxx	Unemployment Insurance		115,000	50,000	(65,000)
616-12-51016-012	Unemployment Insurance (Admin)	11,503			-
616-18-51016-018	Unemployment Insurance (Finance)	52			-
616-25-51016-025	Unemployment Insurance (Building)	33,750			-
616-40-51016-040	Unemployment Insurance (Police)	9,294			-
616-53-51016-053	Unemployment Insurance (Street Maint)	10,993			-
616-57-51016-057	Unemployment Insurance (Park Maint)	7,650			-
616-58-51016-058	Unemployment Insurance (Park Program)	14,734			-
					-
	Total Expenditures	444,403	540,857	634,288	93,431
	Excess (Deficiency) of Revenues Over	524,199	482,661	53,657	(429,004)
	Beginning Net Assets (Deficit)	(445,726)	78,473	561,134	
	Ending Net Assets (Deficit)	78,473	561,134	614,792	

**Section D**

**INTERNAL SERVICE FUND**

**EMPLOYEE BENEFITS FUND Budget Details (Fund#616)**

		<b>FY 2014</b>
<b>Account &amp; Title</b>	<b>Quantity, brief description and justification of items requested</b>	<b>Recommended</b>
	<b>616-xx Employee Benefits</b>	<b>Appropriations</b>
Retiree Health Care -OPEB	OPEB Contribution	125,762
Retiree Health-Care	Premium to CalPERS (pay-as-you-go)	
Retiree Health-Care (Admin)	Premium to CalPERS (pay-as-you-go)	57,946
Retiree Health-Care (Finance)	Premium to CalPERS (pay-as-you-go)	37,181
Retiree Health-Care (Building)	Premium to CalPERS (pay-as-you-go)	27,536
Retiree Health-Care (Police)	Premium to CalPERS (pay-as-you-go)	254,441
Retiree Health-Care (Engineering)	Premium to CalPERS (pay-as-you-go)	18,095
Retiree Health-Care (Street Maint)	Premium to CalPERS (pay-as-you-go)	56,906
Retiree Health-Care (Park Maint)	Premium to CalPERS (pay-as-you-go)	3,128
Retiree Health-Care (Park Program)	Premium to CalPERS (pay-as-you-go)	3,293
	Sub total	584,288
Unemp Insurance Insurance	Self insured unemployment insurance exp. (EDD)	50,000
	Total	634,288

**Section E**

**CAPITAL IMPROVEMENT FUND**

**Budget Summaries FY 2013-2014**

The 5-Year Capital Improvement Plan’s purpose is to identify anticipated capital improvements and funding sources. The CIP does not appropriate funds, rather functions as a budgeting and planning tool. The plan helps identify highest priority capital needs.

Funding Sources for Capital Improvement plan are as follows:

- General Fund
- Parcel Tax
- Measure A
- Measure M
- Surface Transportation Program
- ABAG Grants
- Gas Tax Funds
- Road Impact Fee
- Library Fund
- Atherton Channel Fund

Capital Improvement Plan Annual Projects include:

Traffic Safety Projects	Street Sign & Street Light Program	Atherton Avenue STP Project
ADA Improvements	Bridge Inspection Program	Civic Center Master Plan
Channel Monitoring	Drainage Improvement Program	Hybrid Beacon
Pavement Management Projects;	Marsh Road Retaining Wall Project	ADA Plan
• Street Sealing	Series Street Light Replacement	Park Trash Enclosure
• Street Patching	Bicycle/Pedestrian Master Plan	
• Pavement Marking	Park Master Plan Components	

TOWN OF ATHERTON										
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM										
FISCAL YEARS ENDING JUNE 30, 2013 TO 2018										
Account	Fund Name	Actual 2012	Adopted Budget 2013	Projected Actual 2013	Recommended Budget 2014	Forecast 2015	Forecast 2016	Forecast 2017	Forecast 2018	Five Year Total
<b>SPECIAL PARCEL TAX - FUND 201</b>										
	BEGINNING FUND BALANCE	\$ 1,492,631	\$ 875,110	\$ 875,110	\$ 1,239,877	\$ 854,122	\$ 748,367	\$ 737,612	\$ 918,461	
Revenue										
201-00-40003-000	Special Tax	1,869,685	1,860,000	1,860,000	1,860,000	1,860,000	1,860,000	1,860,000	1,860,000	9,300,000
201-00-48001-000	Interest Income	5,810	5,000	5,000						-
201-00-48003-000	Property Damage Reimbursement	23,933								-
201-50-58001-000	Transfer to General Fund for Public Safety (PD)	(1,116,000)	(1,116,000)	(1,116,000)	(1,116,000)	(1,116,000)	(1,116,000)	(1,116,000)	(1,116,000)	(5,580,000)
	TOTAL REVENUE - FUND 201	\$ 783,428	\$749,000	\$ 749,000	\$ 744,000	\$744,000	\$744,000	\$744,000	\$744,000	\$3,720,000
Expenditures										
201-50-53024-000	Advertising/Noticing									-
201-50-54010-000	Parcel Tax Roll Preparation Fee/Other Contract	1,700	1,500	1,746	1,500	1,500	1,500	1,500		6,000
201-50-54029-000	County Tax Admin Cost	3,486		3,487						-
201-50-56001-000	Traffic Studies - Speed surveys, Fair Oaks	-								-
201-50	Traffic Safety		50,000			-	-	-		-
201-50-56002-000	Pavement Management Program	3,254	3,255		3,255	3,255	3,255	3,255		13,020
201-50-56003-000	Street Seal		125,000	125,000	350,000	-	200,000	193,396	350,000	1,093,396
	Street Patching		100,000	100,000	100,000	-	100,000	100,000	100,000	400,000
201-50-56005-000	Marsh Wall Retaining Wall Project	-	850,000	84,000	210,000	1,210,000	210,000			1,630,000
201-50-56006-000	Street Reconstruction 7 - Park/Polhemus	710								-
201-50-56007-000	Atherton Avenue STP Project	2,100								-
201-50-56011-000	Hoover Crosswalk	27								-
201-50-56013-000	Energy Efficient Street Lights									-
201-50-56028-000	Park Sewer Project									-
201-50-56029-000	Street Sign Replacement	(262)	20,000	10,000	30,000	-	-	-		30,000
201-50-56033-000	Drainage Construction-Fletcher-Ridgeview	537,184								-
201-50-56036-000	Drainage Construction-Polhemus (E3)									-
201-50-56045-000	Replace Tennis Court Fence Fab									-
201-50-56049-000	2011 Cape Slurry									-
201-50	Bike Lane Thermoplastic		30,000	10,000	40,000	30,000	30,000	30,000	40,000	170,000
201-50	Accessibility Improvements		10,000		10,000	10,000	10,000	10,000	10,000	50,000
201-50-57002-000	Building Improvements									-
201-50-56054-000	Pedestrian Traffic Signal				135,000					135,000
	TOTAL EXPENDITURES - FUND 201	\$ 1,400,949	\$ 1,389,755	\$ 384,233	\$ 1,129,755	\$ 1,329,755	\$ 754,755	\$ 563,151	\$ 550,000	\$4327,416
<b>SPECIAL PARCEL TAX - FUND 201</b>										
	ENDING FUND BALANCE	\$ 875,110	\$ 234,355	\$ 1,239,877	\$ 854,122	\$ 268,367	\$ 257,612	\$ 438,461	\$ 632,461	

TOWN OF ATHERTON										
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM										
FISCAL YEARS ENDING JUNE 30, 2013 TO 2018										
Account	Fund Name	Actual 2012	Adopted Budget 2013	Projected Actual 2013	Recommended Budget 2014	Forecast 2015	Forecast 2016	Forecast 2017	Forecast 2018	Five Year Total
<b>MEASURE A - FUND 202</b>										
	BEGINNING FUND BALANCE	\$ 367	\$ 88,630	\$ 88,630	\$ 302,385	\$ 467,540	\$ 32,695	\$ (17,150)	\$ 93,005	
<b>Revenue</b>										
202-00-41003-050	Transportation Co Measure A Sales Tax	287,712	250,000	250,000	250,000	250,000	250,000	250,000	250,000	1,250,000
202-00-48001-050	Interest Income	1,101								-
	TOTAL REVENUE - FUND 202	\$ 288,813	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000
<b>Expenditures</b>										
202-50-52001-000	Annual Financial Audit (Measure A)	1,915	1,400	1,400		-	-	-		-
202-50-54025-000	Congestion Relief (C/CAG) Fee	24,845	24,845	24,845	24,845	24,845	24,845	24,845	24,845	124,225
202-50-56003-000	Street Seal	173,790					50,000	50,000	50,000	50,000
202-50-56060-000	Traffic Safety				50,000	50,000	50,000	50,000	50,000	250,000
202-50-56005-000	Marsh Road Retaining Wall Project					450,000				450,000
202-50-56015-000	Street Light Replacement					95,000	150,000			245,000
	Traffic Control Devices Replacement					15,000	15,000	15,000	15,000	60,000
202-50	Bridge Inspection Program		10,000	10,000	10,000	50,000	10,000	50,000	10,000	130,000
	TOTAL EXPENDITURES - FUND 202	\$ 200,550	\$ 36,245	\$ 36,245	\$ 84,845	\$ 684,845	\$ 299,845	\$ 139,845	\$ 99,845	\$ 1,309,225
<b>MEASURE A - FUND 202</b>										
	ENDING FUND BALANCE	\$ 88,630	\$ 302,385	\$ 302,385	\$ 467,540	\$ 32,695	\$ (17,150)	\$ 93,005	\$ 243,160	

TOWN OF ATHERTON										
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM										
FISCAL YEARS ENDING JUNE 30, 2013 TO 2018										
Account	Fund Name	Actual 2012	Adopted Budget 2013	Projected Actual 2013	Recommended Budget 2014	Forecast 2015	Forecast 2016	Forecast 2017	Forecast 2018	Five Year Total
<b>GAS TAX - FUND 203</b>										
	<b>BEGINNING FUND BALANCE</b>	\$ 140,547	\$ 120,541	\$ 120,541	\$ 152,693	\$ 184,845	\$ 213,764	\$ 241,033	\$ 266,637	
Revenue										
203-00-45001-050	Gas Tax - 2105	34,729	200,000	200,000	200,000	200,000	200,000	200,000	200,000	1,000,000
203-00-45002-050	Gas Tax - 2106	31,544								-
203-00-45003-050	Gas Tax - 2107	51,284								-
203-00-45004-050	Gas Tax - 2107.5	2,000								-
203-00-45024-050	Gas Tax - 2103	100,641								-
203-00-45020-050	Other Reimbursements									-
203-00-48001-050	Interest Income	1,495								-
203-00-48003-000	Property Damage Reimbursement									-
	<b>TOTAL REVENUE - FUND 203</b>	\$ 221,692	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$1,000,000
Expenditures										
203-50-52001-000	State Controller Street Report Preparation Fee	1,537	2,250	2,250	2,250	2,250	2,250	2,250	2,250	13,500
203-50-54026-000	C/CAG Gas Tax Fee	3,920	3,920	3,920	3,920	3,920	3,920	3,920	3,920	23,520
203-50-56003-000	Street Patch Seal & Overlay	139,760								-
203-50-56011-000	Hoover Crosswalk	33,034								-
203-50-56047-000	Street Patch	1,392								-
203-50-56049-000	2011 Cape Slurry	62,055								-
203-50-56999-000	Engineering/Staff Costs (estimate)		161,678	161,678	161,678	164,912	166,561	168,226	169,909	984,733
	<b>TOTAL EXPENDITURES - FUND 203</b>	\$ 241,698	\$ 167,848	\$ 167,848	\$ 167,848	\$ 171,082	\$ 172,731	\$ 174,396	\$ 176,079	\$1,021,753
<b>GAS TAX - FUND 203</b>										
	<b>ENDING FUND BALANCE</b>	\$ 120,541	\$ 152,693	\$ 152,693	\$ 184,845	\$ 213,764	\$ 241,033	\$ 266,637	\$ 290,558	

TOWN OF ATHERTON										
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM										
FISCAL YEARS ENDING JUNE 30, 2013 TO 2018										
Account	Fund Name	Actual 2012	Adopted Budget 2013	Projected Actual 2013	Recommended Budget 2014	Forecast 2015	Forecast 2016	Forecast 2017	Forecast 2018	Five Year Total
<b>COUNTY MEASURE M- FUND 204</b>										
	BEGINNING FUND BALANCE	\$ -	\$ -		\$ 79,596	\$ 119,596	\$ 64,596	\$ 64,596	\$ 139,596	
Revenue										
204-00-45025-050	SMC Vehicle Registration Fee	-	75,000	82,207	75,000	75,000	75,000	75,000	75,000	375,000
204-00-48001-050	Interest Income			321						321
	TOTAL REVENUE - FUND 204	\$ -	\$ 75,000	\$ 82,527	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,321
204-50-56003-000	Street Seal	-								-
204-50	Bike/Pedestrian Master Plan		40,000	2,931	35,000					77,931
204-50-56029-000	Street Sign Replacement					130,000	75,000			205,000
	TOTAL EXPENDITURES - FUND 204	\$ -	\$ 40,000	\$ 2,931	\$ 35,000	\$ 130,000	\$ 75,000	\$ -	\$ -	\$ 282,931
<b>COUNTY MEASURE M- FUND 204</b>										
	ENDING FUND BALANCE	\$ -	\$ 35,000	\$ 79,596	\$ 119,596	\$ 64,596	\$ 64,596	\$ 139,596	\$ 214,596	
<b>ROAD CONSTRUCTION IMPACT FEE- FUND 210</b>										
	BEGINNING FUND BALANCE	\$ 1,100,945	\$ 804,415	\$ 804,415	\$ 772,748	\$ 626,048	\$ (19,652)	\$ (16,352)	\$ (13,052)	
Revenue										
210-00-47006-050	Road Impact Fee									-
210-00-47031-050	Road Impact Fee Refund	(62,348)								-
210-00-48001-050	Interest Income	7,000	3,600	3,300	3,300	3,300	3,300	3,300	3,300	16,500
	TOTAL REVENUE - FUND 210	\$ (55,348)	\$ 3,600	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 16,500
Expenditures										
210-50-56003-000	Street Seal	241,182	225,000	34,967						-
210-50-56004-000	Atherton Ave Econ Stimulus									-
210-50-56005-000	Marsh Road Retaining Wall Project					524,000				524,000
210-50-56010-000	Street Light Replacement					125,000				
210-50-56007-102	Atherton Ave STP Project				150,000					150,000
	TOTAL EXPENDITURES - FUND 210	\$ 241,182	\$ 225,000	\$ 34,967	\$ 150,000	\$ 649,000	\$ -	\$ -	\$ -	\$ 674,000
<b>ROAD CONSTRUCTION IMPACT FEE- FUND 210</b>										
	ENDING FUND BALANCE	\$ 804,415	\$ 583,015	\$ 772,748	\$ 626,048	\$ (19,652)	\$ (16,352)	\$ (13,052)	\$ (9,752)	

TOWN OF ATHERTON										
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM										
FISCAL YEARS ENDING JUNE 30, 2013 TO 2018										
Account	Fund Name	Actual 2012	Adopted Budget 2013	Projected Actual 2013	Recommended Budget 2014	Forecast 2015	Forecast 2016	Forecast 2017	Forecast 2018	Five Year Total
<b>CAPITAL IMPROVEMENT PROJECTS - FUND 401</b>										
	BEGINNING FUND BALANCE	\$ 220,904	\$ 226,088	\$ 226,088	\$ 288,124	\$ 205,624	\$ 247,624	\$ 289,624	\$ 351,624	
<b>Revenue</b>										
401-00-45020-050	Other Reimbursements									-
401-00-45023-050	Grants									-
401-50-46002-304	P-TAP Grant (MTC) Other Local	1,100								-
401-50-46011-202	Highway Safety Improv Program (HSIP)	30,600								-
401-50	Fed STP transportation funding				350,000					350,000
401-00-48001-050	Interest Income	1,462		1,011						-
401-00-	Transfer In from General Fund		70,000	70,000	70,000	70,000	70,000	70,000	70,000	350,000
	<b>TOTAL REVENUE - FUND 401</b>	<b>\$ 33,162</b>	<b>\$ 70,000</b>	<b>\$ 71,011</b>	<b>\$ 420,000</b>	<b>\$ 70,000</b>	<b>\$ 70,000</b>	<b>\$ 70,000</b>	<b>\$ 70,000</b>	<b>\$700,000</b>
<b>Expenditures</b>										
401-50-56002-304	Pavement Management System	-								-
401-50-56007-102	Atherton Ave STP Project				350,000					350,000
401-50-56011-202	Hoover Crosswalk	27,978								-
401-50	Town Center Facilities Plan and Repairs		70,000	8,975	70,000	20,000	20,000			110,000
401-50-	Accessibility Improvements				7,500	8,000	8,000	8,000	8,000	39,500
401-50	Park Master Plan				75,000					75,000
401-50-56999-000	Engineering Costs (estimate)									-
	<b>TOTAL EXPENDITURES - FUND 401</b>	<b>\$ 27,978</b>	<b>\$ 70,000</b>	<b>\$ 8,975</b>	<b>\$ 502,500</b>	<b>\$ 28,000</b>	<b>\$ 28,000</b>	<b>\$ 8,000</b>	<b>\$ 8,000</b>	<b>\$574,500</b>
<b>CAPITAL IMPROVEMENT PROJECTS - FUND 401</b>										
	ENDING FUND BALANCE	\$ 226,088	\$ 226,088	\$ 288,124	\$ 205,624	\$ 247,624	\$ 289,624	\$ 351,624	\$ 413,624	

TOWN OF ATHERTON										
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM										
FISCAL YEARS ENDING JUNE 30, 2013 TO 2018										
Account	Fund Name	Actual 2012	Adopted Budget 2013	Projected Actual 2013	Recommended Budget 2014	Forecast 2015	Forecast 2016	Forecast 2017	Forecast 2018	Five Year Total
<b>ATHERTON CHANNEL- FUND 403</b>										
	BEGINNING FUND BALANCE	\$ 133,630	\$ 75,900	\$ 75,900	\$ 138,611	\$ 210,611	\$ 140,111	\$ 209,611	\$ 279,111	
<b>Revenue</b>										
403-00-40001-050	Secured Property Tax	69,154	82,000	79,859	82,000	82,000	82,000	82,000	82,000	410,000
403-00-40002-050	Unsecured Property Tax	4,154								-
403-00-40004-050	SB 813 Redemption-supplemental	1,101								-
403-00-40005-050	Home Owners Exemption	482								-
403-00-40008-050	ERAF Subvention	5,341								-
403-00-48001-050	Interest Income	502								-
	<b>TOTAL REVENUE - FUND 403</b>	<b>\$ 80,735</b>	<b>\$ 82,000</b>	<b>\$ 79,859</b>	<b>\$ 82,000</b>	<b>\$ 82,000</b>	<b>\$ 82,000</b>	<b>\$ 82,000</b>	<b>\$ 82,000</b>	<b>\$410,000</b>
<b>Expenditures</b>										
403-50-52001-000	State Controller Drainage District Report Prep. F	2,310	2,500	2,365		2,500	2,500	2,500		7,500
403-50-54029-000	County Tax Admin Cost	551		663						-
403-50-56005-000	Marsh Road Retaining Wall Project					140,000				140,000
403-50-56037-000	Upper Channel Repair Monitoring Phase 1 (Yea	135,603								-
403-50-56037-000	Upper Channel Phase 2		10,000	14,120	10,000	10,000	10,000	10,000	10,000	50,000
403-50-56999-000	Engineering Costs (estimate)									-
	<b>TOTAL EXPENDITURES - FUND 403</b>	<b>\$ 138,464</b>	<b>\$ 12,500</b>	<b>\$ 17,148</b>	<b>\$ 10,000</b>	<b>\$ 152,500</b>	<b>\$ 12,500</b>	<b>\$ 12,500</b>	<b>\$ 10,000</b>	<b>\$197,500</b>
<b>ATHERTON CHANNEL- FUND 403</b>										
	ENDING FUND BALANCE	\$ 75,900	\$ 145,400	\$ 138,611	\$ 210,611	\$ 140,111	\$ 209,611	\$ 279,111	\$ 351,111	

**Section E**

**CAPITAL IMPROVEMENT PROJECT**

**Programs in Details**

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- Capital Improvement Programs Follow

# Town of Atherton

## Capital Improvement Program

FY 2013/14 -2017/18



*Road Rehabilitation*

*Traffic Safety*

*Street Lights Replacement*

*Bike/Pedestrian Improvements*

*Road Drainage Improvements*

*Parks Masterplan*

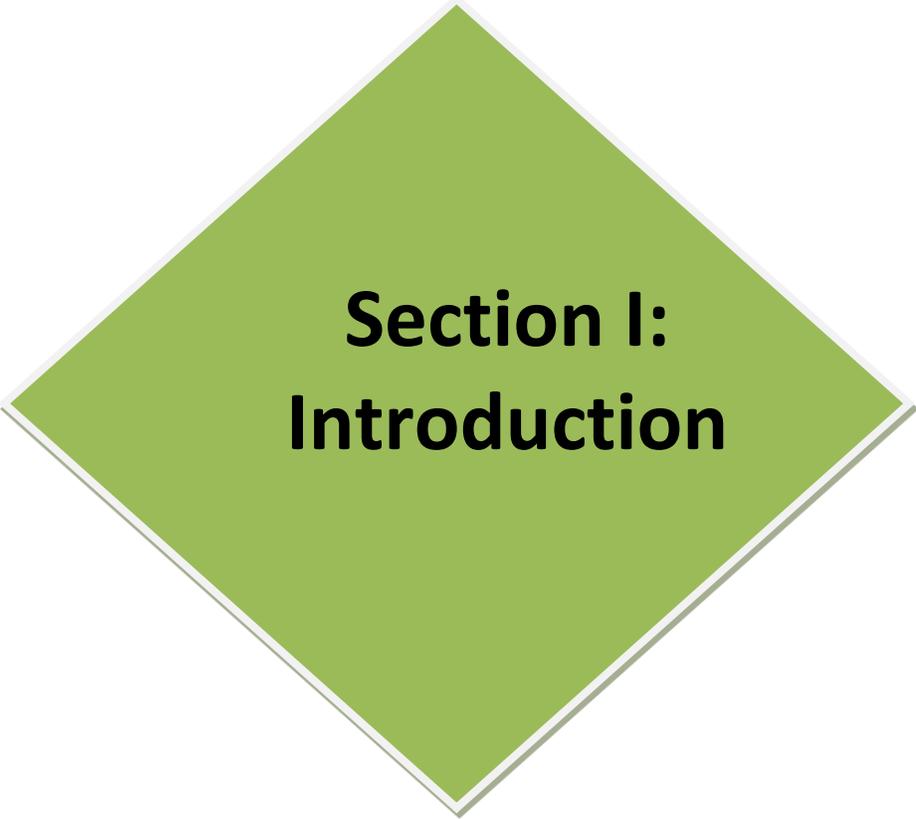
*Drainage Masterplan*

*Accessibility Improvements*

*Facilities Enhancements*

**Town of Atherton**  
**Public Works Department**  
91 Ashfield Road  
Atherton, CA 94027  
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**Section I:  
Introduction**

## **I. INTRODUCTION**

The Town of Atherton's Five-Year Capital Improvement Program (CIP or Program) summarizes anticipated resources and their estimated uses for major infrastructure and other capital construction, improvement, and maintenance projects.

The CIP is a five-year planning tool that identifies anticipated capital improvements and their funding sources from fiscal years 2013/2014 through 2017/2018. The CIP does not appropriate funds, but rather, it functions as a budgeting and planning tool which supports actual appropriations that are made through adoption of the budget. The CIP is updated annually to reflect the latest community priorities, updated project cost estimates and available revenue sources.

The purpose of the CIP is to fund capital projects and capital acquisitions that will be of long-term benefit to the citizens of Atherton. As such, the programs and projects enclosed in this CIP are dedicated to enhancing accessibility, safety and the built environment throughout the Town by targeting various transportation, drainage and facilities improvements.

The CIP projects were selected on the following factors:

- Implementation of the Town's General Plan Guidelines
- Town Council and Community direction
- Implementation of Facilities' planning and priorities
- Ability to improve transportation deficiencies and congestion
- Maintenance needs and safety of roadways
- Drainage facilities enhancement needs
- Availability of funding

The five-year CIP identifies the highest priority capital needs that can be addressed within the available and forecasted revenue. These capital needs are matched with the previous year's carry-over funds and five-year revenue projections identified by the Finance department. Additionally, capital needs are delineated to eligible funding sources and programs available to the Town's improvements.

## Document Organization

The CIP is organized to serve two primary purposes. First, it provides a description of the planned transportation, drainage and facility capital improvements developed through an examination of the Town's capital needs. Next, it sets forth a funding strategy for their implementation.

As such this CIP is organized into three parts.

- I. **Introduction:** This provides an overview of the purposes of the Capital Improvement Program.
- II. **Detail of Funding Sources and Revenues:** This section describes the anticipated funding and revenue sources supporting the projects and programs contained in this CIP.
- III. **CIP Project List and Budgeting Schedule:** This section provides a detailed overview of the projects and budgeting of project expenditures in relation to available forecasted funding over the next five years.



**Section II:  
Funding Sources**

## II. FUNDING SOURCES AND REVENUES

The Town of Atherton's Capital Projects contained in this CIP are financed through a variety of funding and revenue sources. These funding sources include:

- General Fund
- Measure S - Special Parcel Tax
- Measure A
- Measure M
- Surface Transportation Program
- Federal Surface Transportation Program
- ABAG Risk Mitigation
- Local Gas Tax
- Road Construction Impact Fee
- Atherton Library
- Atherton Channel Fund
- Building Department Capital

### General Fund

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The General Fund provides funding for the Town's general programs and day-to-day operations. This include Town management, administration, parks and recreation operations, public works operations, law enforcement, trash hauling, special operational programs, planning, and general Town services.

The General Fund includes the money raised by the local property tax for a given year. When a project is funded with General Fund revenues, its entire cost is paid off within the year. The intent is to budget annually a certain amount from the General Fund to address Town priorities.

If the Town has the financial capacity to pay for a project in a given year, the cost to the taxpayer will generally be less than if bonded because there are no interest payments to be made.

## **Measure S (Special Parcel Tax)**

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Approved by a 2/3rds vote of Atherton residents in November 2009, the Measure S (Special Parcel Tax) is an ordinance that continues the existing Town of Atherton Special Parcel Tax for four years. The current parcel tax expires in FY 2013/14.

The Special Parcel Tax provides funding to maintain police emergency response services, street repair and maintenance, drainage facility repair and maintenance, and other capital improvements. As established by the Town Council policy, the Special Parcel Tax is allocated 60% to Police services, and 40% for Street and Drainage improvements.

The Special Parcel Tax generates approximately \$1.86 million annually. Therefore, approximately \$740,000 is available per year for capital improvements.

## **Measure A**

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Measure A is a voter approved half-cent sales tax for countywide transportation projects and programs. The original Measure A expired Dec. 31, 2008. However, in 2009, county voters overwhelmingly approved a reauthorization of Measure A through 2033.

The purpose of these funds are to maintain local streets and roads, repair potholes and sidewalks, develop alternative transportation options such as bicycling and pedestrian programs, and to develop and implement traffic operations and safety projects.

Measure A dollars are distributed on a formula allocation based on population and the number of road-miles. Atherton receives approximately \$250,000 annually through Measure A.

## **Measure M**

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Approved by voters in November 2010, the Congestion Management Agency for San Mateo County levies a \$10 registration fee on vehicles registered in San Mateo County. This Measure is set to expire in 2035 (25 years).

These funds help to maintain neighborhood streets, fix potholes, provide transportation options, improve traffic circulation, reduce congestion, reduce water pollution from oil and gas runoff, and provide safe routes to schools.

Approximately 50% of Measure M revenues fund Countywide Transportation Programs, and the other 50% is formula-allocated to local agencies. The Town of Atherton receives approximately \$75,000 per year from Measure M.

## Surface Transportation Program (STP)

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The STP is a Federal transportation funding program financing various transportation rehabilitation and capital improvements. Before STP funds become available to local agencies, these Federal dollars undergo a process of allocation from the State to local level.

First, the Federal dollars are allocated to the State of California, which then funnels these funds to regional governments such as the Metropolitan Transportation Commission (MTC). In turn, MTC is in charge of distributing these STP funds to the county jurisdictions. In Atherton's case, the City/County Association of Governments (C/CAG) is charged with administering STP funding.

The Town receives a formula-based STP allocation from C/CAG. In FY 2013/14 this amount is \$350,000.

## **Gas Tax**

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The Town receives revenue generated from a tax imposed on the sale of gasoline. The State Board of Equalization administers this tax and the State Controller distributes funding to cities and counties.

Gas Tax funds are the most flexible transportation related funding source. Gas Tax funds are used for various transportation purposes including street related projects, construction or maintenance.

Atherton receives a formula allocation of funds based upon population and lane-miles. Approximately \$200,000 is expected to be distributed to Atherton per year.

## **Road Construction Impact Fee**

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This revenue source is no longer collected by the Town of Atherton. Money programmed in this CIP represents the fund balance that remains in this account.

The beginning fund balance is approximately \$600,000, and proposed in this CIP to be expended over the next two years.

## **Building Capital**

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The Building Department charges fees for plan review and inspections services. Fees are established by City Council policy to fully recover direct costs such as personnel as well as indirect costs such as administration, technology upgrades and facilities replacement. The Building Department occupies a temporary modular unit which is planned to be replaced by constructing space within a new Town Administration building. The Town has accumulated approximately \$2.1 million, which is expected to be sufficient to pay for the Building Department's proportional share of the new facility.

## **Atherton Library Fund**

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In 1999 the San Mateo County Library Joint Powers Authority (JPA) was formed to assist in governing library funds accumulated through Proposition 13 in 1978, which sets aside a proportion of assessed property values to fund California libraries. Under the JPA, jurisdictions would be permitted to retain excess funds generated from the jurisdiction's property taxes as long as the basic library services were met. The Atherton Library fund is an accumulation of revenue in excess of annual operating cost generated over these years.

This funding surplus is restricted to include expenditures such as facility maintenance, facility remodeling or expansion, increased service hours, and expanding library collections.

Currently, since the revenue generated in the Town of Atherton exceeds the cost of library services provided by San Mateo County, the excess revenue is therefore returned annually to Atherton. These funds, held by the Town of Atherton in an account termed "Donor Funds" are dedicated for library purposes. This account is the primary funding source for the planning, design, and construction of the new Atherton Library

The beginning fund balance in the Library fund is estimated to be approximately \$6.2 million.

## **Atherton Channel Fund**

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Fees collected by the Town to finance drainage and related improvements/ repairs for those portions of the Channel for which the Town is responsible.

## **Association of Bay Area Governments (ABAG)**

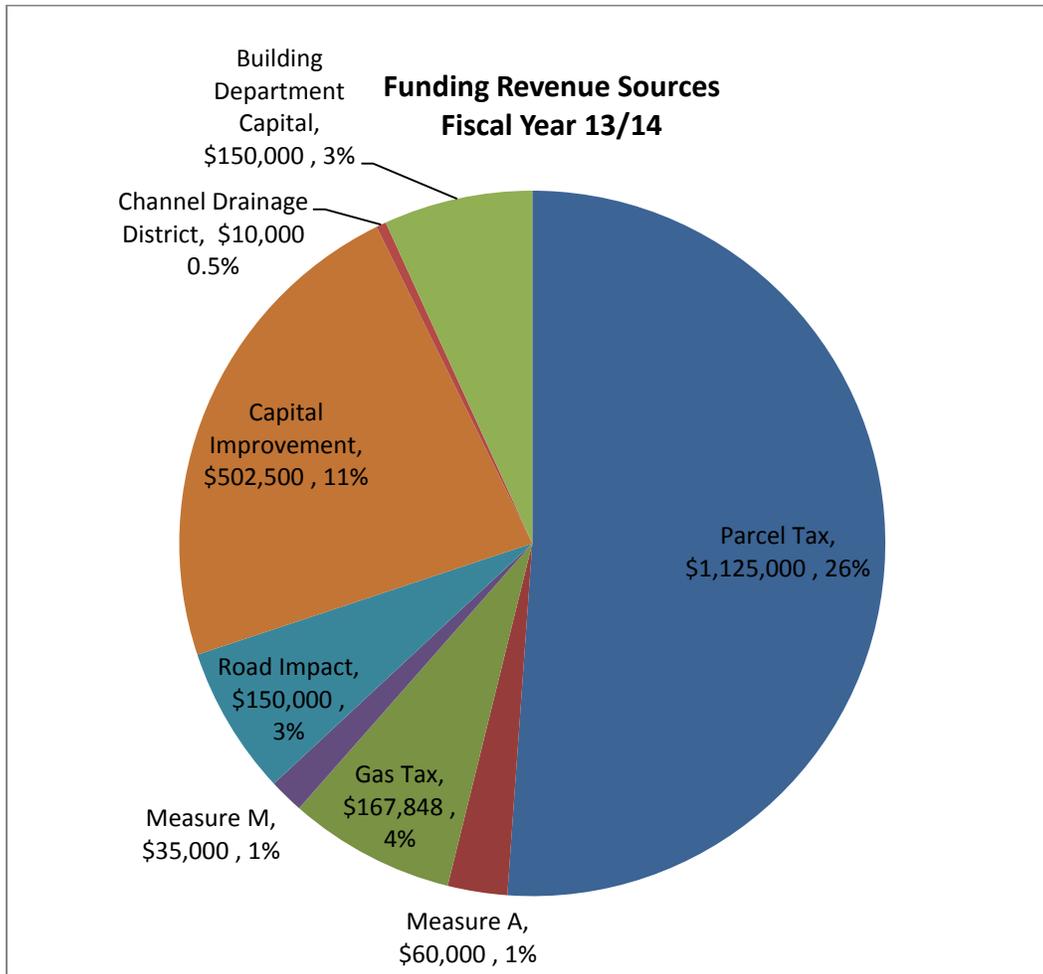
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ABAG is Atherton's risk liability insurance carrier. As such, the Town receives approximately \$7,500 annual to reduce risk exposures related to transportation infrastructure. The Town uses ABAG funds to inspect, identify, and repair sidewalks to reduce trip and fall hazards.

Revenue Sources in FY 13/14

The revenue sources used to fund the FY 13/14 capital improvements total approximately \$2.1 million. The majority of these funds are derived from the Special Parcel Tax, Federal STP funds, Road Construction Impact Fees, Building Capitol and General Fund. The expenditures are described in detail in the next section of this CIP.

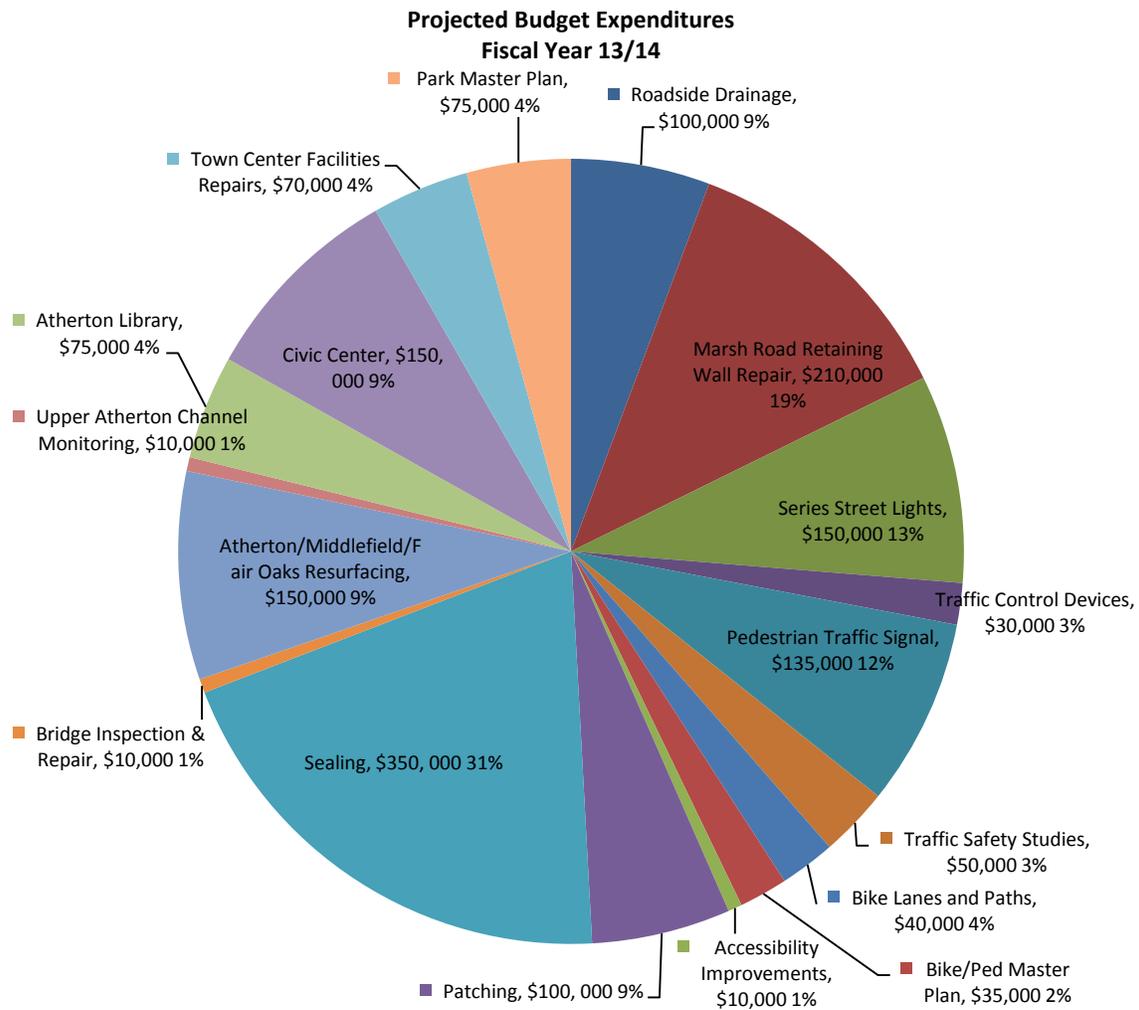
The chart below depicts this fiscal year’s funding revenue sources for the Town’s capital improvements.

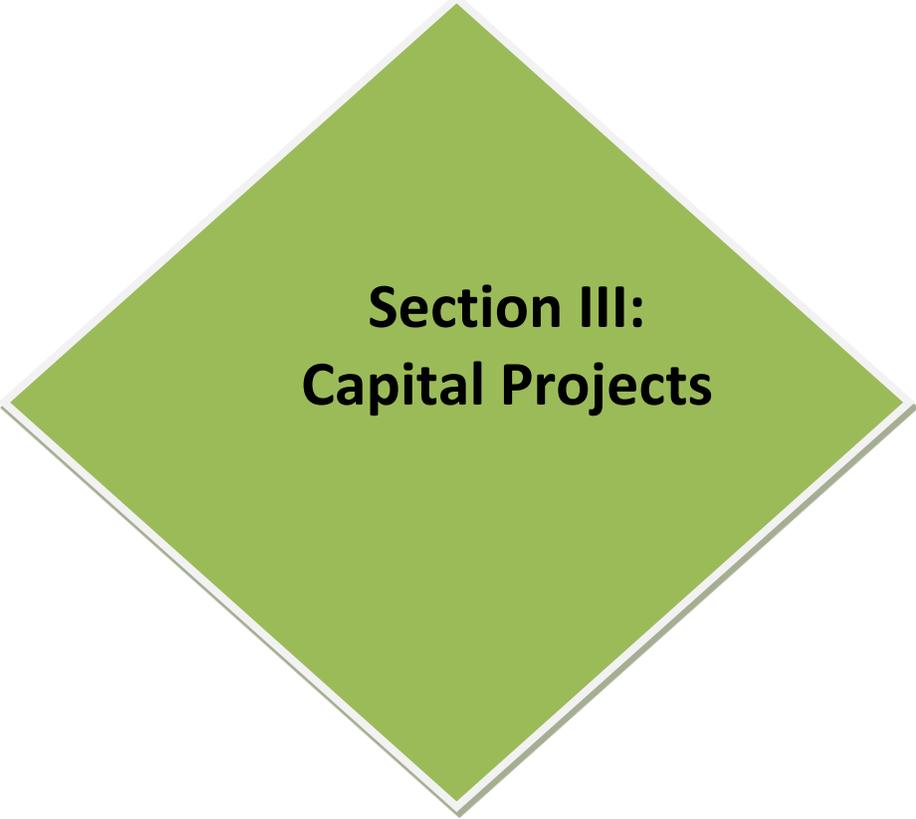


## Capital Program Expenditures for FY 13/14

For FY 2013/14, the CIP anticipates uses of approximately \$2.1 million.

The majority of the anticipated program expenditures related to the development and construction of the Civic Center, Marsh Road Retaining Wall, and maintaining the Town streets and roadways. These project expenditures, in addition to other capital projects are identified in the chart below.





**Section III:  
Capital Projects**

**Project Name:** Roadside Drainage Master Plan & Improvements

**Project Description:** Town of Atherton streets have a number of areas where drainage structures are in need of repair and replacement. There are also areas which experience localized ponding / flooding after rain events due to a lack of underground drainage facilities. This program will provide funding to update the Drainage Master Plan, which was last done in 2001. The Master Plan will analyze needs for improvements necessary to alleviate localized ponding / flooding.



**Funding Plan and Project Costs**

Funding Source	13/14	14/15	15/16	16/17	17/18	Totals
Special Parcel Tax	\$ 100,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 50,000	\$ 375,000
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 100,000</b>	<b>\$ 75,000</b>	<b>\$ 75,000</b>	<b>\$ 75,000</b>	<b>\$ 50,000</b>	<b>\$ 375,000</b>

**Project Name:** Marsh Road Retaining Wall Repair Project

**Project Description:** The retaining wall supporting Marsh Road which forms one of the walls of the Atherton Channel is in need of major repairs. In 2006, a portion of the retaining wall was repaired on an emergency basis. This project is to study and identify all deficiencies along Marsh Road and make repairs necessary to preserve the structural integrity of Marsh Road and Atherton Channel. In addition, the project is analyzing the feasibility, benefits and cost of covering or enclosing the Channel in order to allow for possible improvements such as a bikeway.



**Funding Plan and Project Costs**

Funding Source	13/14	14/15	15/16	16/17	17/18	Totals
Special Parcel Tax	\$210,000	\$ 1,210,000	\$ 210,000		-	<b>\$1,630,000</b>
Road Construction Impact Fee	-	\$ 524,000			-	<b>\$ 524,000</b>
Measure A	-	\$ 450,000			-	<b>\$ 450,000</b>
Atherton Channel	-	\$ 140,000	\$ 20,000		-	<b>\$ 160,000</b>
<b>Totals</b>	<b>\$210,000</b>	<b>\$ 2,324,000</b>	<b>\$ 230,000</b>	-	-	<b>\$2,764,000</b>

**Project Name:** Series Street Light Replacement

**Project Description:** The Town has several isolated areas that are using an antiquated street lighting system with lights energized in series. Staff proposes to have a plan engineered to identify these locations, and fund a replacement program to upgrade these systems to provide a safe, modern, and energy efficient system.



**Funding Plan and Project Costs**

<b>Funding Source</b>	<b>13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>Totals</b>
Special Parcel Tax	\$150,000	-	\$ 125,000	\$ 150,000	-	\$ <b>425,000</b>
Measure A	-	\$ 95,000	\$ 150,000	-	-	\$ <b>245,000</b>
Measure M	-	\$ 130,000	\$ 75,000	-	-	\$ <b>205,000</b>
Road Construction Impact Fee	-	\$ 125,000	-	-	-	\$ <b>125,000</b>
<b>Totals</b>	<b>\$150,000</b>	<b>\$ 350,000</b>	<b>\$ 350,000</b>	<b>\$ 150,000</b>	<b>-</b>	<b>\$ 1,000,000</b>

**Project Name:** Traffic Control Devices Replacement

**Project Description:** This program provides funding for the repair and replacement of regulatory street signage, striping and marking necessary to maintain safe and efficient roadways within the Town of Atherton. This program will also provide funding to install additional regulatory and safety signage identified by the Transportation Committee and approved by the City Council.



**Funding Plan and Project Costs**

Funding Source	13/14	14/15	15/16	16/17	17/18	Totals
Special Parcel Tax		-	-	-	-	-
Measure A	\$ 30,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 30,000</b>	<b>\$ 15,000</b>	<b>\$ 15,000</b>	<b>\$ 15,000</b>	<b>\$ 15,000</b>	<b>\$ 90,000</b>

**Project Name:** Pedestrian Traffic Signal

**Project Description:** This project provides funding to install a recently approved hybrid pedestrian traffic signal at one location within the Town in order to improve safety and test the signal's ability to provide safe pedestrian crossing while allowing reasonable traffic flow. Locations which may benefit from this project would be on arterial streets such as Alameda de las Pulgas or Middlefield Road. Also, a signal may be installed on El Camino Real in cooperation with Caltrans, which controls this State highway.

**Funding Plan and Project Costs**

<b>Funding Source</b>	<b>13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>Totals</b>
Special Parcel Tax	\$ 135,000	-	-	-	-	\$ 135,000
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 135,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 135,000</b>

**Project Name:** Traffic Safety

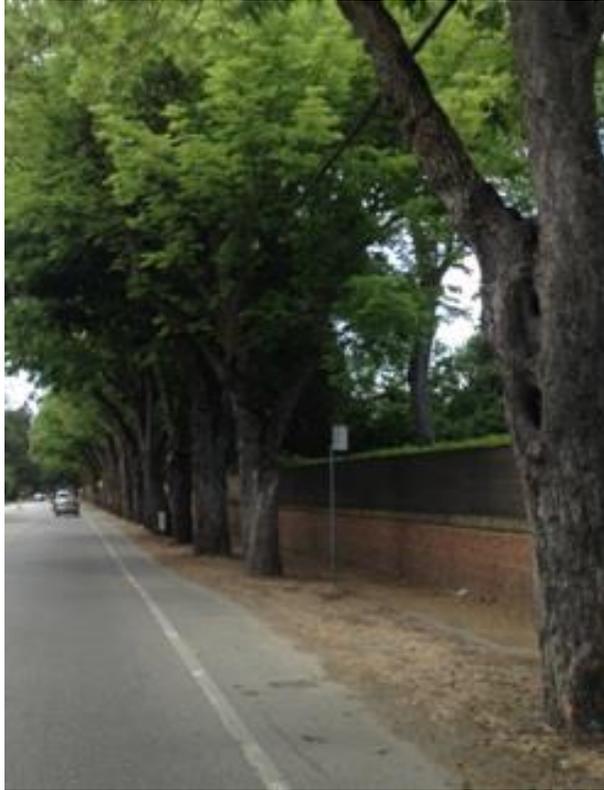
**Project Description:** This program provides funding to install necessary traffic control measures to improve vehicular, pedestrian, and bicycle safety. This program will also provide funding for data collection and studies such as traffic counts, speed surveys, and traffic signal warrant studies.

**Funding Plan and Project Costs**

<b>Funding Source</b>	<b>13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>Totals</b>
Measure A	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 50,000</b>	<b>\$ 250,000</b>				

**Project Name:** Bike Lanes and Paths

**Project Description:** This program provides funding for improving the delineation and visibility of Class II bike lanes throughout the Town. This program will allow the timely replacement of faded painted bikeways with high visibility and reflective materials which will improve safety for bicycles. Following the completion of the Pedestrian/Bicycle Master Plan, funds are budgeted to plan implementation of proposed paths, in conjunction with adjacent property owners.



**Funding Plan and Project Costs**

Funding Source	13/14	14/15	15/16	16/17	17/18	Totals
Special Parcel Tax	\$ 50,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 170,000
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 50,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 170,000</b>

**Project Name:** Bike/Ped Master Plan

**Project Description:** This program provides funding for improving the delineation and visibility of Class II bike lanes throughout the Town. This program will allow the timely replacement of faded painted bikeways with high visibility and reflective materials which will improve safety for bicycles. Following the completion of the Pedestrian/Bicycle Master Plan, funds are budgeted to plan implementation of proposed paths, in conjunction with adjacent property owners.



**Funding Plan and Project Costs**

Funding Source	13/14	14/15	15/16	16/17	17/18	Totals
Measure M	\$ 35,000					\$ 35,000
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 35,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 35,000</b>

**Project Name:** Accessibility Improvements

**Project Description:** This program provides funding to address ADA accessibility through various types of repairs to curbs, gutters, and sidewalks as well as required improvements to Town owned facilities. Priority will be given to safety-related issues and citizen requested improvements.



**Funding Plan and Project Costs**

Funding Source	13/14	14/15	15/16	16/17	17/18	Totals
Special Parcel Tax	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
Capitol Improvement	\$ 7,500	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 39,500
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 17,500</b>	<b>\$ 18,000</b>	<b>\$ 18,000</b>	<b>\$ 18,000</b>	<b>\$ 18,000</b>	<b>\$ 89,500</b>

**Project Name:** Street Patching

**Project Description:** This is an annual program to patch locations of isolated pavement failures by digging out, re-compacting, and patching failed street sections prior to the annual Street Sealing program that preserves the lifecycle of our street.



**Funding Plan and Project Costs**

Funding Source	13/14	14/15	15/16	16/17	17/18	Totals
Special Parcel Tax	\$100,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 400,000
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$100,000</b>	<b>-</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 400,000</b>

**Project Name:** Street Seal

**Project Description:** This is an annual program to provide a surface treatment that preserves the life cycle of our streets. This project will include crack sealing, sealing the roadway with either a slurry or cape seal (chips sealed by a slurry seal), and installing pavement markings. In FY 2014-15, the annual cycle is deferred by one year due to lack of available funds; with the following year being proposed to catch up.



**Funding Plan and Project Costs**

Funding Source	13/14	14/15	15/16	16/17	17/18	Totals
Road Construction Impact Fee			-	-	-	-
Special Parcel Tax	\$ 350,000		\$ 200,000	\$ 193,396	\$ 350,000	\$1,093,396
Measure A	-	-	\$ 50,000	-	-	\$ 50,000
Measure M	-	-		-	-	-
<b>Totals</b>	<b>\$ 350,000</b>	<b>-</b>	<b>\$ 250,000</b>	<b>\$ 193,396</b>	<b>\$ 350,000</b>	<b>\$1,143,396</b>

**Project Name:** Bridge Inspection and Repair Program

**Project Description:** This program provides funding to perform annual inspections and necessary maintenance and repairs of Town owned bridges. Inspections will be performed by Caltrans structures inspections specialists through an agreement with the Town of Atherton. Following inspections, funds are budgeted to construct recommended improvements.



**Funding Plan and Project Costs**

<b>Funding Source</b>	<b>13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>Totals</b>
Measure A	\$ 10,000	\$ 50,000	\$ 10,000	\$ 50,000	\$ 10,000	<b>\$ 130,000</b>
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 10,000</b>	<b>\$ 50,000</b>	<b>\$ 10,000</b>	<b>\$ 50,000</b>	<b>\$ 10,000</b>	<b>\$ 130,000</b>

**Project Name:** Atherton Ave / Middlefield Road / Fair Oaks Lane Resurfacing

**Project Description:** Atherton Ave / Middlefield Road / Fair Oaks Lane will be included in the upcoming federal Surface Transportation Program (STP) funding cycle. This project will provide pavement resurfacing that will extend the life cycle of our major streets. This project will include patching failed pavement sections by digging out, re-compacting, and patching isolated pavement failures, crack sealing, sealing the roadway with either a slurry or cape seal (chips sealed by a slurry seal), and installing pavement markings and thermoplastic striping.

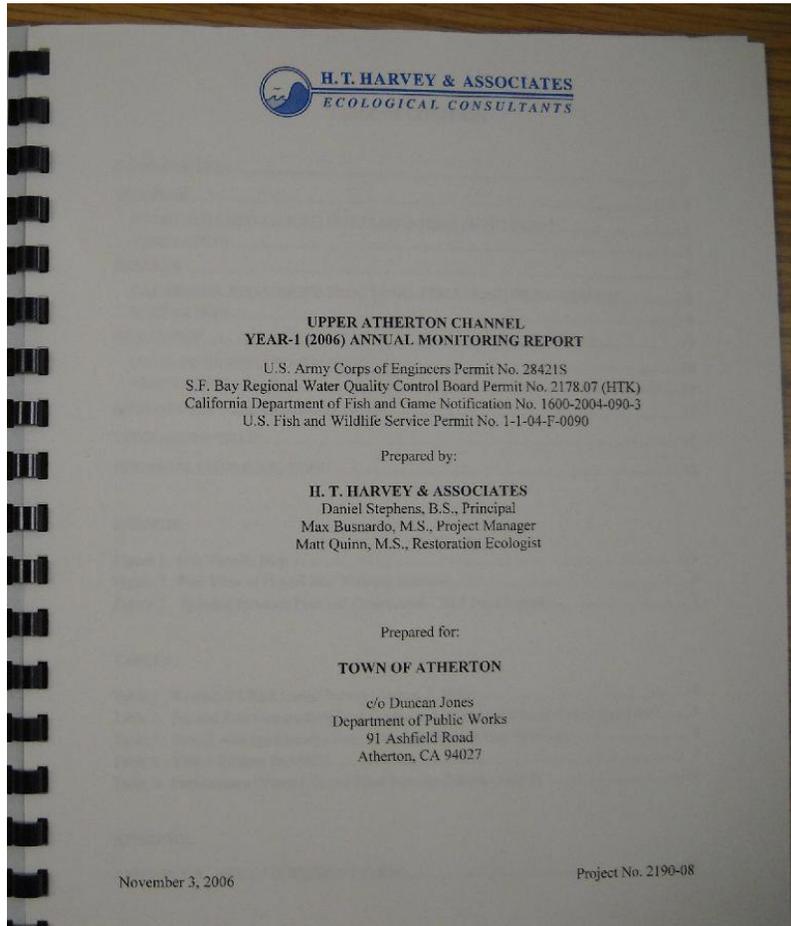


**Funding Plan and Project Costs**

<b>Funding Source</b>	<b>13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>Totals</b>
Special Parcel Tax	\$150,000		-	-	-	<b>\$ 150,000</b>
Capitol Improvement	\$350,000		-	-	-	<b>\$ 350,000</b>
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$500,000</b>	-	-	-	-	<b>\$ 500,000</b>

**Project Name:** Upper Atherton Channel Phase 2

**Project Description:** The Upper Atherton Channel Phase 2 project was completed in December 2011. As part of the permit requirements, a 10-year monitoring period for the red-legged frog population and plants installed to provide an adequate frog habitat.



**Funding Plan and Project Costs**

Funding Source	13/14	14/15	15/16	16/17	17/18	Totals
Atherton Channel	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 10,000</b>	<b>\$ 50,000</b>				

**Project Name:** Atherton Library

**Project Description:** This project includes the planning, design, and construction of a new library. It is anticipated that final programming and design will be completed in FY 2014/15 with construction to follow in FY 2014/15, with completion in 2015/16.



**Funding Plan and Project Costs**

Funding Source	12/13	13/14	14/15	15/16	16/17	Totals
Atherton Library	\$ 75,000	\$ 500,000	\$ 5,400,000	\$ 100,000	-	\$ 6,075,000
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 75,000</b>	<b>\$ 500,000</b>	<b>\$ 5,400,000</b>	<b>\$ 100,000</b>	<b>-</b>	<b>\$ 6,075,000</b>

**Project Name:** Civic Center

**Project Description:** The Town proposes to build new Civic Center buildings to house Town departments, including police, administration, finance, city attorney, public works engineering, building and planning, the Town library and community facilities. As the first step, a Master Plan for the Town-owned site will be developed.



**Funding Plan and Project Costs**

<b>Funding Source</b>	<b>13/14</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>Totals</b>
Building Department Capital	150,000	\$ 1,000,000	-	-	-	<b>\$ 1,150,000</b>
Donations	-	-	\$ 10,800,000	\$ 200,000	-	<b>\$ 11,000,000</b>
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$150,000</b>	<b>\$ 1,000,000</b>	<b>\$ 10,800,000</b>	<b>\$ 200,000</b>	<b>-</b>	<b>\$ 12,150,000</b>

**Project Name:** Town Center Facilities Plan and Repairs

**Project Description:** This project will provide necessary funding to review existing conditions of Town administration offices. Funding will be used to perform condition assessments, identify and provide recommendations for repair and replacement of existing facilities. Funding will also be used to repair and replace facilities as directed by City Council.



**Funding Plan and Project Costs**

Funding Source	13/14	14/15	15/16	16/17	17/18	Totals
Capitol Improvement	\$ 70,000	\$20,000	\$20,000	-	-	<b>110,000</b>
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Totals</b>	<b>\$ 70,000</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>	-	-	<b>\$ 110,000</b>



**Section E**

**APPENDIX**

**EMPLOYEE COUNT HISTORY**

<b>Staffing Change Over Time 2005-2014</b>										
	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Admin	4	4	4	4	4.75	4	4	2.5	3	3
Finance	3	3	3	3	2.6	2.6	2.6	3	3	3
Building	6	6	6	8	7	7	7	1	0.5	0.5
Police	28.5	28.5	28.5	28.5	27.75	25.75	23	25	25	27
Public Works	11	11	11	11	11	11	11	3.5	2.5	2.5
<b>Total</b>	<b>52.5</b>	<b>52.5</b>	<b>52.5</b>	<b>54.5</b>	<b>53.1</b>	<b>50.35</b>	<b>47.6</b>	<b>35</b>	<b>34</b>	<b>36</b>

**Section E**  
**APPENDIX**

**SALARY SCHEDULE**

TOWN OF ATHERTON  
MONTHLY SALARY COMPENSATION

<u>JOBDESCRIPTION</u>	FY 2013-2014 BUDGET	POSITIONS AUTHORIZED			
		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>
CITY MANAGER	1	effective date	7/1/2013	ANNUAL	\$196,650
CITY ATTORNEY	contract				
<u>DEPARTMENTHEADS</u>		effective date	7/1/2013		
ASSISTANT CITY MANAGER	0	12,612.12	13,242.72	13,904.86	14,600.10
FINANCE DIRECTOR	1	12,504.15	13,129.36	13,785.83	14,475.12
CHIEF OF POLICE	1	12,883.32	13,527.49	14,203.86	14,914.06
PUBLIC WORKS DIRECTOR/CITY ENGINEER	contract	12,578.38	13,207.30	13,867.67	14,561.05
PLANNING ADMINISTRATOR/BUILDING OFFICIAL	contract	11,591.28	12,170.84	12,779.38	13,418.35
CITY CLERK*	1	8,273.53	8,687.20	9,121.56	9,577.64
<u>MID-MANAGEMENT</u>		effective date	7/1/2013		
POLICE LIEUTENANT	1	10,681.61	11,215.69	11,776.48	12,365.30
ASSOCIATE CIVIL ENGINEER*	1	7,382.76	7,751.89	8,139.49	8,546.46
PARK PROGRAM MANAGER	0	6,693.62	7,028.30	7,379.72	7,748.71
PUBLIC WORKS SUPERINTENDENT	1	9,738.92	10,225.87	10,737.16	11,274.02
<u>CONFIDENTIAL</u>		effective date	7/1/2013		
ACCOUNTANT	1	5,979.55	6,278.53	6,592.46	6,922.08
EXECUTIVE ASSISTANT/DEPUTY CITY CLERK	0	6,017.10	6,317.96	6,633.86	6,965.55
EXECUTIVE ASSISTANT TO POLICE CHIEF	1	6,017.10	6,317.96	6,633.86	6,965.55
<u>GENERALGOVERNMENTEMPLOYEES</u>		effective date	7/1/2013		
ASSISTANT ENGINEER	0	6,629.46	6,960.93	7,308.98	7,674.43
BUILDING INSPECTOR/PLAN CHECKER	contract	6,395.56	6,715.34	7,051.11	7,403.66
SENIOR BUILDING INSPECTOR/PLAN CHECKER	0	6,884.45	7,228.67	7,590.11	7,969.61
PERMIT TECH	contract	5,074.26	5,327.98	5,594.38	5,874.10
OFFICE SPECIALIST	2	4,684.97	4,919.22	5,165.18	5,423.44
TOWN ARBORIST/PUBLIC WORKS SPECIALIST	contract	6,395.56	6,715.34	7,051.11	7,403.66
FINANCE ASSISTANT	1	5,207.01	5,467.36	5,740.72	6,027.76
PARKS/FACILITIES/PW MAINTENANCE WORKER I	contract	4,054.19	4,256.90	4,469.74	4,693.23
PARKS/FACILITIES/PW MAINTENANCE WORKER II	contract	4,607.40	4,837.77	5,079.66	5,333.64
PARKS SUPERVISOR	0	6,627.35	6,958.72	7,306.65	7,671.99
PUBLIC WORKS SUPERVISOR	contract	6,627.35	6,958.72	7,306.65	7,671.99
Total Authorized Positions-Non-APOA	12				
<u>AthertonPoliceOfficersAssociation (APOA)</u>		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>
<u>POLICE-CIVILIAN</u>		effective date	10/2/2011		
COMMUNITY SERVICE OFFICER	1	4,814.23	5,054.94	5,307.69	5,573.07
DISPATCHER/RECORDS ASSISTANT	4	5,565.58	5,843.86	6,136.06	6,442.86
POLICE TRAINEE					4,143.00
<u>POLICE-SWORN(84HRS.)</u>		effective date	10/2/2011		
POLICE OFFICER	13	7,316.24	7,682.05	8,066.15	8,469.46
POLICE SERGEANT	4	8,768.25	9,206.66	9,666.99	10,150.34
<u>POLICE-SWORN(80HRS.)</u>		effective date	10/2/2011		
POLICE OFFICER	1	6,967.85	7,316.24	7,682.05	8,066.15
POLICE SERGEANT	1	8,350.71	8,768.25	9,206.66	9,666.99
Total Authorized Positions-APOA	24				
Total Authorized Positions-Town wide	36				

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON ESTABLISHING THE APPROPRIATIONS LIMIT  
FOR FISCAL YEAR 2013-2014 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 2013-14, 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 2013-14 shall be and is hereby set in the amount of **\$11,255,965** 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 20th day of June, 2012, by the following vote:

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

\_\_\_\_\_  
Elizabeth Lewis, MAYOR  
Town of Atherton

ATTEST:

\_\_\_\_\_  
Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William Conners, City Attorney

<b>Town of Atherton</b>				
<b>APPROPRIATIONS SPENDING LIMIT</b>				
Prop 4 - Gann Limit FY 2013-14				
<u>Schedule 1: Calculation of Spending Limit</u>				
Last Year's Limit (FY 2012-13)			10,764,282	
Prior Year Parcel Tax Adjustment			(2,797,500)	
Adjusted Last Year's Limit (FY 2013-14)			7,966,782	
Adjustment Factors:				
A. Population (County)			1.0109	
C. Inflation			1.0512	
A times C			1.0627	
Total Adjustment (Percent)			6.27%	
Total Adjustment (Dollars)			499,183	
Other Adjustments:				
Parcel Tax Adjustment (+)			2,790,000	
New Appropriation Limit for Fiscal Year 2013-14			11,255,965	
<u>Schedule 2: Appropriations Compared to Limit</u>				
Proceeds from Taxes		(FM Schedule 3)	10,139,468	
Appropriations Subject to Limit FY 2013-14			10,139,468	
Appropriations Limit for FY 2013-14			11,255,965	
Amount under Appropriations Limit			1,116,496	
<u>Schedule 3: Determination of Proceeds of Taxes</u>				
Per Budget for FY 2013-14				
		Proceeds of Taxes	Non- Proceeds	Total
<b>Revenues</b>				
Property Tax		7,582,948		7,582,948
Sales Tax		192,678		192,678
Public Safety Sales Tax			47,430	47,430
Parcel Tax		1,860,000		1,860,000
County Measure A		250,000		250,000
Business License		163,200		163,200
Motor Vehicle License Fee		-		-
Homeowners Exemption		38,629		38,629
Franchise Fees			770,865	770,865
Development Fees/Permits			1,643,465	1,643,465
Fines & Forfeiture			56,100	56,100
Fees for Services			70,788	70,788
Rentals			129,318	129,318
Miscellaneous			52,753	52,753
		10,087,455	2,770,719	12,858,174
Interest Income		52,013	14,287	66,300
Total		10,139,468	2,785,006	12,924,474

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ADOPTING  
THE FISCAL YEAR 2013-2014 OPERATING AND  
CAPITAL IMPROVEMENT PROGRAM BUDGET**

**WHEREAS**, the City Council of the Town of Atherton set June 19, 2013, at the Town of Atherton City Council Chambers, 94 Ashfield Road, Atherton, California, as the time and place for the public hearing on the introduction of the Fiscal Year 2013-2014 Operating and Capital Improvement Program 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 2013-2014 Operating and Capital Improvement Program 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 2013-2014, Operating and Capital Improvement Program Budget projected appropriations/expenditures totaling \$14,189,710 which includes the General Fund Operating Budget of \$10,450,968, Other Funds Operating Budgets of \$3,738,986, and the Capital Projects Budget of \$2,079,949, as set forth in Exhibit A, attached hereto and by reference incorporated herein, be adopted for Fiscal Year 2013-2014.

**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 20th day of June, 2012, by the following vote:

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

\_\_\_\_\_  
Elizabeth Lewis, MAYOR  
Town of Atherton

ATTEST:

---

Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM

---

William B. 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 2013-2014.
- All CIP encumbered expenditures from the Fiscal Year 2012-2013 Adopted/Revised Budget shall be carried forward and re-appropriated in Fiscal Year 2013-2014. Said encumbered expenditures to be re-appropriated in Fiscal Year 2013-2014 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.
- Expenditures are budgeted at, and may not legally exceed, the department level for the general fund and the fund level for Special Revenue and Capital Projects Funds. Budgeted amounts shown are as originally adopted, or as amended by the Town Council during the year.
- 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 2013-14 all Funds Operating and Capital Budgets are hereby adopted, establishing the following revenue estimates and expenditure budgets:

		Town of Atherton Budget For FY 2013-2014					
		Projected Fund Balance 06/30/13	Budgeted Revenues	Budgeted Expenditures	Budgeted Transfer In	Budgeted Transfer Out	Projected Fund Balance 06/30/14
<b>General Fund</b>							
101	General Fund	\$ 7,737,803	\$ 10,814,475	\$ 10,450,968	\$ 1,116,000	\$ -	\$ 9,217,310
<b>Special Revenue Funds</b>							
105	Tennis Fund	25,102	8,400	22,000	-		\$ 11,502
209	Police (COPS) Grant	8,579	100,000	100,000			8,579
213	Library Fund	7,108,921	933,000	206,400			7,835,521
215	Evan Creative Design	69,880	410	12,415			57,875
	<b>Total Special Revenue</b>	<b>7,212,482</b>	<b>1,041,810</b>	<b>340,815</b>	<b>-</b>	<b>-</b>	<b>7,913,477</b>
<b>Capital Project Funds</b>							
201	Special Tax	1,239,878	1,860,000	1,129,756		1,116,000	854,122
202	Measure A	302,385	250,000	84,845			467,540
203	Gas Tax	152,694	200,000	167,848			184,846
204	Measure M	79,596	75,000	35,000			119,596
210	Road Impact	772,748	3,300	150,000			626,048
401	Capital Improvement	288,124	420,000	502,500	-		205,624
402	Storm Drainage	29,492	-	-			29,492
403	Channel Drainage District	138,611	82,000	10,000			210,611
406	Facilities Construction	2,183,838					2,183,838
	<b>Total Capital Projects</b>	<b>5,187,366</b>	<b>2,890,300</b>	<b>2,079,949</b>	<b>-</b>	<b>1,116,000</b>	<b>4,881,717</b>
<b>Internal Service Funds</b>							
610	Equipment Replacement Fun	672,720	138,480	176,980			634,220
614	Worker's Compensation	(13,092)	119,469	196,184	107,000		17,193
615	General Liability	173,814	312,026	310,526			175,314
616	Employee Benefits	561,134	687,945	634,288			614,791
	<b>Total Internal Service</b>	<b>1,394,576</b>	<b>1,257,920</b>	<b>1,317,978</b>	<b>107,000</b>	<b>-</b>	<b>1,441,518</b>
	<b>Total All Funds</b>	<b>\$ 21,532,227</b>	<b>\$ 16,004,505</b>	<b>\$ 14,189,710</b>	<b>\$ 1,223,000</b>	<b>\$ 1,116,000</b>	<b>\$ 23,454,022</b>



## Town of Atherton

### CITY COUNCIL STAFF REPORT – PUBLIC HEARINGS

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: ROBERT BARRON III, FINANCE DIRECTOR**

**DATE: JUNE 19, 2013**

**SUBJECT: ADOPT RESOLUTION 13-xx APPROVING AN AMENDED TOWN  
MASTER FEE SCHEDULE**

#### **RECOMMENDATION**

Review and consider the Fee Study prepared by Capital Accounting Partners and Adopt Resolution 13-xx amending the master fee schedule for the Town of Atherton.

#### **BACKGROUND**

Local government is authorized to collect fees based on cost recovery of the service provided. Absent full cost recovery, services are subsidized by the Town's General Fund or other funding sources. The Council can elect to charge fees that are less than the cost of the service provided but in doing so should recognize the policy decision connected thereto and evaluate the decision on that basis.

In order to most accurately assess the full cost of a service, local government often engage the services of an outside consultant specializing in the preparation of cost allocation plans.

The Town's Master Fee Schedule was last updated in FY 2009-2010. As the Town's staffing model changed and other concerns, in July 2012, the Town engaged the services of Capital Accounting Partners to prepare a fee schedule update.

**FINDINGS**

Capital Accounting Partners was directed to prepare a ‘full cost’ indirect cost allocation plan, calculate productive hourly rates for each staff and contract position, and cost of each user fee. Dan Edds of Capital Accounting Partners prepared the comprehensive fee study. Mr. Edds met with individual departments in order to assess the true costs associated with services provided and calculating productive hourly rates. Provided for Council review is the Comprehensive User Fee Study Report.

Mr. Edds is present this evening to present the Report. A result of the fee study identified two additional surcharges necessary for long-term planning and operations; one for Technology and one for General Plan update. The technology surcharge is for an eventual upgrade to new permitting systems, routine upgrades, and hardware. This surcharge will be prorated to building, planning, and engineering fees. The second surcharge is for General Plan updates and is assigned to building fees. Reviewing the building program summary of costs of services resulted in changes to building fees. Some flat fees have been expanded, and some valuation fees were converted to flat fees. Including the addition of surcharges there was a resultant increase in costs of services recovery of 10.4% within the building department.

The Comprehensive Study provided a comparative of total assigned cost of service per fee and actual fees being charged. As a result staff is recommending user fees based on cost recovery in most areas of the master fee schedule. The master user fee schedules and staff recommendations are located in the Appendices of the fee study report.

**FISCAL IMPACT**

The Fee Study articulates the fiscal impact of specified fees.

Prepared by:

Approved by:

\_\_\_\_\_  
Robert Barron III, Finance Director

\_\_\_\_\_  
George Rodericks, City Manager

Attachment: Indirect Cost Allocation Plan Calculation of Staff Hourly Rates and Comprehensive User Fee Study Report

**RESOLUTION NO. 13-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON  
ADOPTING A MASTER FEE SCHEDULE FOR THE TOWN OF ATHERTON**

**WHEREAS**, the City Council commissioned Capital Accounting Partners to update the cost allocation plan and fully burdened staff hourly rate to establish a new Master Fee Schedule for the Town;

**WHEREAS**, the Comprehensive Fee Study provides the necessary data to substantiate that the proposed fees will not exceed the estimated reasonable cost of providing the services for which the fees are to be levied;

**WHEREAS**, the City Council has reviewed the Comprehensive Fee Study and determined that all of the proposed fees which are the subject of this resolution will not exceed the estimated reasonable cost of providing the services for which the fees are to be levied;

**WHEREAS**, none of the fees outlined in the Master Fee Schedule are Development Impact Fees (fees imposed as a condition of approval of a development project) subject to state law requirements pertaining to such fees;

**WHEREAS**, in accordance with state law, the Comprehensive Fee Study was made available for public review at least 10 days prior to the meeting at which the Master Fee Schedule was adopted; and

**WHEREAS**, in compliance with relevant provisions of the Mitigation Fee Act (Government Code sections 66000 et seq.), the City Council held a noticed public hearing on the proposed Master Fee Schedule at a regular meetings on June 19, 2013 and published notice in accordance with Government Code section 6062a.

**NOW, THEREFORE, THE CITY COUNCIL OF THE TOWN OF ATHERTON  
DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** Findings.

The City Council declares that the above recitations are true and correct.

**Section 2.** Amount of Fee.

The City Council hereby approves and adopts the Master Fee Schedule as set forth in Appendices of fees as Staff Recommended fee to this Resolution, attached hereto and incorporated by this reference.

**Section 3.** Waiver of Fee.

The City Council is hereby authorized to waive any of the fees outlined in Exhibit A. If such a waiver occurs, the City Manager or his/her designee will ensure that any fee category for which a waiver was granted does not exceed the estimated reasonable cost of providing the service.

**Section 4.** No Increase in Amount of Any Town Mitigation Fee.

In calculating any town mitigation fee based upon fees or factors modified by this resolution, the fee shall be calculated using the previously existing fees or factors if the result is a lower mitigation fee.

**Section 5.** Environmental Clearance.

The adoption of the Master Fee Schedule is not subject to the California Environmental Quality Act (CEQA) in that the establishment of such a funding mechanism is not a "project." Specifically, in accordance with CEQA Guidelines section 15378(b)(4), the creation of government funding mechanisms that do not involve any commitment to any specific project that may cause a significant effect on the environment is not deemed to be a "project" under CEQA.

**Section 6.** Severability.

If any action, subsection, sentence, clause or phrase of this Resolution or the fees levied by this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or the fees levied by this Resolution that can be given effect without the invalid provisions.

**Section 7.** Effective date.

Pursuant to Government Code section 66017(a), the fees identified in Exhibit A shall take effect 60 days following the adoption of this Resolution by the Town Council.

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on this 19<sup>th</sup> day of June, 2013, by the following vote:*

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

---

Elizabeth Lewis, Mayor

ATTEST:

---

Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

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William Conners, City Attorney

# Appendix B: Planning Fees

**Town of Atherton**  
**Town of Atherton Planning Fees**

				Unit Cost Summary						
Service Location	Fee Name	Service / Fee Status	Actual Work Volume	Direct Unit Cost	Indirect Unit Allocated Costs	Other Costs	Total Cost Assigned	Current Fee / Deposit	Unit Surcharge or (Subsidy)	Staff Recommended Fee/Deposit
<b>A PLANNING FEES</b>										
PL_	Conditional Use Permit/Special Structure Permit	Current	8	\$ 3,728	\$49		\$3,777	\$ 2,000	(\$1,777)	\$ 2,600
PL_	Variance	Current	4	\$ 3,728	\$49		\$3,777	\$ 2,000	(\$1,777)	\$ 2,600
PL_	Heritage Tree Removal Permit	Current	7	\$ 4,180	\$55		\$4,235	\$ 2,000	(\$2,235)	\$ 2,000
PL_	Exception Review	Delete	0	\$ 3,728	\$49		\$3,777	\$ 2,000	(\$1,777)	
PL_	Excessive Height	Delete	0	\$ 3,577	\$47		\$3,624	\$ 2,000	(\$1,624)	
PL_	Lot Line Redesignation	Current	2	\$ 3,577	\$47		\$3,624	\$ 2,000	(\$1,624)	\$ 2,600
PL_	Lot Line Adjustment	Current	2	\$ 1,398	\$18		\$1,417	\$ 2,500	\$1,083	\$ 1,500
PL_	Tentative Parcel Map	Current		\$ -	\$0		\$0	\$ 2,500	\$2,500	\$ 2,600
PL_	Final Parcel Map	Current		\$ -	\$0		\$0	\$ 2,500	\$2,500	\$ 2,600
PL_	Appeal	Current	1	\$ 2,187	\$29		\$2,216	\$ 750	(\$1,466)	\$ 750
PL_	School Master Plan	Current	2	\$ 1,025	\$13		\$1,038	\$ 750	(\$288)	\$ 750
PL_	Initial Review/Negative Declaration	Current		\$ -	\$0		\$0	\$ 2,000	\$2,000	\$ 2,000
PL_	Zoning Ordinance Amendment	Current		\$ -	\$0		\$0	\$ 2,500	\$2,500	\$ 5,000
PL_	General Plan Amendment	Current		\$ -	\$0		\$0	\$ 2,500	\$2,500	\$ 5,000
PL_	Zoning Review for Home Occupation Business	Current	4	\$ 118	\$2		\$119	\$ 81	(\$38)	\$ 95
PL_	Pre-Application Review	Current	1	\$ 45	\$1		\$45		(\$45)	\$ 45
PL_	Street Easement Vacation	Current		\$ -	\$0		\$0		\$0	\$ -
PL_	Code Enforcement - Administrative (Penalty)	Current	3	\$ 936	\$12		\$949		(\$949)	\$ 949
PL_	Initial Review (2 reviews for fee amount; additional reviews billed hourly):	Current		\$ -	\$0		\$0		\$0	
PL_	a. Fence	Current	47	\$ 215	\$3		\$218	\$ 157	(\$61)	\$ 160
PL_	b. Accessory Structures (includes pools)	Current	93	\$ 443	\$6		\$449	\$ 314	(\$135)	\$ 450
PL_	c. Accessory Buildings	Current	48	\$ 953	\$13		\$965	\$ 637	(\$328)	\$ 950
PL_	d. Additions	Current	35	\$ 947	\$12		\$959	\$ 798	(\$161)	\$ 975
PL_	e. New Construction	Current	32	\$ 1,376	\$18		\$1,394	\$ 1,282	(\$112)	\$ 1,400
PL_	Revisions to Previously Approved Plans	Current		\$ -	\$0		\$0		\$0	
PL_				\$ -	\$0		\$0		\$0	
PL_	Technology Surcharge (upgrade and maintain development technology) (3.24% of fee)	Current		\$ -	\$0	\$8,692	3.24%		(\$0)	3.24%
				\$ -	\$0		\$0		\$0	
				\$ -	\$0		\$0		\$0	
<b>POSITION HOURLY RATES</b>										
	Town Planner:	Current		\$ -	\$0	\$ 301.57	\$302	\$ 225	(\$77)	
	Deputy Town Planner:	Current		\$ -	\$0	\$ 206.07	\$206	\$ 177	(\$29)	

**Town of Atherton**  
**Town of Atherton Planning Fees**

				Unit Cost Summary						
Service Location	Fee Name	Service / Fee Status	Actual Work Volume	Direct Unit Cost	Indirect Unit Allocated Costs	Other Costs	Total Cost Assigned	Current Fee / Deposit	Unit Surcharge or (Subsidy)	Staff Recommended Fee/Deposit
	Senior Planner:	Current		\$ -	\$0	\$ 186.97	\$187	\$ 168	(\$19)	
	Associate Planner:	Current		\$ -	\$0	\$ 156.81	\$157	\$ 135	(\$22)	
	Administrative Staff:	Current		\$ -	\$0	\$ 85.95	\$86	\$ 119	\$33	
	Composite Rate for Fee Setting:	Current		\$ -	\$0	\$ 187.47	\$187	\$ 161	(\$26)	

# Appendix C: Building Fees

**Town of Atherton**  
**Town of Atherton - Building Fees**

Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume
Bldg	<b>Permitted Value of Construction</b>			
Bldg	New Habitable Construction	Valuation base: per SF	Current	
Bldg	Remodeled Habitable Construction	Valuation base: per SF	Current	
Bldg	New or Remodeled Non-Habitable Construction	Valuation base: per SF	Current	
Bldg	Valuation - non defined project	Valuation base	New	
Bldg	Non-habitable construction: ie. Patio covers & gazebos (> 1000 Sq Ft or attached to new construction)	Valuation base: per SF	New	
Bldg	<b>Flat Fees **</b>			
Bldg	Swimming pools (first 1000 sf )	Plan check and inspection	New	36
Bldg	Swimming pools (Over 1000 sf)	Plan check and inspection	New	
Bldg	Patio covers & gazebos (up to 1000 Sq Ft)	Plan check and inspection	New	1
Bldg	Drive way gates	Plan check and inspection	New	43
Bldg	Non Habitable new pool house including cabanas (up to and including 1500 sf)	Plan check and inspection	New	14
Bldg	<b>Other Building (Flat) Fees</b>		Current	
Bldg	Plumbing, Mechanical, Electrical (MP&E) Permit (single inspection)		Current	169
Bldg	MP&E each additional inspection		New	
Bldg	MP&E plan check (min .5 hour)		New	
Bldg				
Bldg	Demolition Permit Fee		Current	45
Bldg	Landscape Screening Permit Fee		Current	5
Bldg	Water Well Permit Fee		Current	6
Bldg	Solar Panels Permit Fee *		Current	
Bldg	Heritage Tree Removal - Staff Level (First Tree)		Current	222
Bldg	Heritage Tree Removal - Staff Level (Each Additional Tree)		Current	122
Bldg	Excavation Permit		Delete	
Bldg	Plan check revision Fee (1 hour min)	Hourly	Current	
Bldg	Address Change		Current	
Bldg	Property Search (plus photocopying and/or printing posts and excludes public records searches)	Hourly	Current	
Bldg	Reactivation of an Expired Permit (Up to One-Half the Amount Required for a New Permit for Such Work)		Current	
Bldg	Code Enforcement - Administrative (Penalty)	Hourly	Current	
Bldg	Second Utility Deposit (Ordinance 15.04.040)		Current	
Bldg	Landscape Screening Deposit (Ordinance 17.50.060)		Current	
Bldg	Temporary Occupancy Deposit:			
Bldg	Administrative Fee (TOC)		Current	
Bldg	Excavation Road Deposit (Ordinance 15.04.045)		Current	
Bldg	Recycled Deposit		Current	
Bldg	Reinspection and additional inspections exceeding the normal number of inspections	T&M	Current	
Bldg	Unusual custom projects not reflected in the fee schedule	T&M	New	
Bldg	Technology surcharge (to fund updates and new acquisition of permit systems and digital storage of plans) (3.3% of fee)		New	1
Bldg	Storm water compliance review/inspection	T&M		
Bldg	Tree protection verification (deposit) + COP	T&M	New	
Bldg	Tree protection administration for flat fee permits (initial inspection)		New	148
Bldg	Tree protection administration for flat fee permits (full inspection)		New	
Bldg				
Bldg	Surcharge for General Plan Maintenance and Update (2.0%)		Current	1
Bldg				
Bldg	Reroofing < 5000SF	Per app	New	95
Bldg	Reroofing > 5000SF	Per app	New	
Bldg	Reroofing requiring additional inspections	Per insp.	New	
Bldg	Reroofing requiring plan check (min one hour)	Per PC	New	
Bldg	SMIP Fee (State Mandate)			

Unit Cost Summary						
Direct Unit Cost	Indirect Unit Allocated Costs	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
\$ -	\$0		\$0		\$0	
\$ -	\$0		\$0	\$ 350	\$350	\$ 350
\$ -	\$0		\$0	\$ 300	\$300	\$ 300
\$ -	\$0		\$0	\$ 200	\$200	\$ 200
\$ -	\$0		\$0	\$ 1	\$1	\$ 1
\$ -	\$0		\$0	\$ 100	\$100	\$ 100
\$ 1,073	\$22		\$1,095	\$ 1,800	\$705	\$ 1,095
\$ 1,286	\$27		\$1,313	\$ 2,200	\$887	\$ 1,313
\$ 796	\$17		\$813	\$ 1,900	\$1,087	\$ 813
\$ 796	\$17		\$813	\$ 1,500	\$687	\$ 813
\$ 1,309	\$27		\$1,336	\$ 3,400	\$2,064	\$ 1,336
\$ -	\$0		\$0		\$0	
\$ 140	\$3		\$143	\$ 100	(\$43)	\$ 143
\$ 95	\$2		\$97		(\$97)	\$ 97
\$ 86	\$2		\$88		(\$88)	\$ 88
\$ -	\$0		\$0		\$0	
\$ 280	\$6		\$286	\$ 200	(\$86)	\$ 286
\$ 381	\$8		\$389	\$ 250	(\$139)	\$ 389
\$ 389	\$8		\$397	\$ 500	\$103	\$ 397
\$ 696	\$14		\$710	\$ 250	(\$460)	\$ 500
\$ 256	\$5		\$261	\$ 100	(\$161)	\$ 261
\$ 101	\$2		\$103	\$ 38	(\$65)	\$ 103
\$ -	\$0		\$0	\$ 457	\$457	
\$ 194	\$4		\$198	\$ 54	(\$144)	\$ 198.00
\$ 269	\$6		\$275	\$ 250	(\$25)	\$ 275.00
\$ 90	\$2		\$92	\$ 20	(\$72)	\$ 92.00
\$ -	\$0		\$0			(Up to One-Half the Amount Required for a New Permit for Such Work)
\$ -	\$0		\$0		\$0	
\$ -	\$0		\$0	\$ 5,000	\$5,000	\$ 5,000
\$ -	\$0		\$0	\$ 5,000	\$5,000	\$ 5,000
\$ -	\$0		\$0		\$0	\$ 5,000
\$ 172	\$4		\$176	\$ 152	(\$24)	\$ 176
\$ -	\$0		\$0	\$ 5,000	\$5,000	\$ 5,000
\$ -	\$0		\$0			\$1000 Min & \$500 Min for reroof permits
\$ 118	\$2		\$120	\$ 54	(\$66)	\$ 120
\$ -	\$0		\$0		\$0	
\$ -	\$0	\$44,271	3.3%		(\$0)	3.30%
\$ -	\$0		\$0	\$ 500	\$500	\$ 500
\$ -	\$0		\$0	\$ 2,500	\$2,500	\$ 2,500
\$ 224	\$5		\$229		(\$229)	\$ 229
\$ 561	\$12		\$573		(\$573)	\$ 573
\$ -	\$0		\$0		\$0	
\$ -	\$0	27,000.00	2.0%		(\$0)	2%
\$ -	\$0		\$0		\$0	
\$ 322	\$7		\$328		(\$328)	\$ 328
\$ 449	\$9		\$458		(\$458)	\$ 458
\$ 127	\$3		\$130		(\$130)	\$ 130
\$ 172	\$4		\$176		(\$176)	\$ 176
\$ -	\$0		\$0		\$0	Residential: valuation amount X 0.0001 Commercial: valuation Amount X 0.00021

**Town of Atherton**  
**Town of Atherton - Building Fees**

Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume
Bldg	Building Standards Administration Special Revolving Fund ( Senate Bill No. 1473 State Mandate)			

Unit Cost Summary						
Direct Unit Cost	Indirect Unit Allocated Costs	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
\$ -	\$0		\$0		\$0	Permit Valuation: \$1-25,000 = \$1; \$25,001-50,000 = \$2; \$50,001 - 75,000 = \$3; \$75,001 - 100,000 = \$4; Every \$25,000 or fraction thereof above \$100,000 = Add \$1

\* State mandated limit of \$500

Table for 10.43% increase

Total Valuation	Building Permit Fee	Plan Review Fee
\$1.00 to \$500	\$24.70	65% of Building Permit Fee
\$501 to \$2,000	\$25.95 for the first \$2,000, plus \$3.37 for each additional \$1,000, or fraction thereof, to and including \$2,000	65% of Building Permit Fee
\$2,001 to \$25,000	\$76.47 for the first \$2,000, plus \$15.46 for each additional \$1,000, or fraction thereof, to and including \$25,000	65% of Building Permit Fee
\$25,001 to \$50,000	\$432.06 for the first \$25,000, plus \$11.15 for each additional \$1,000, or fraction thereof, to and including \$50,000	65% of Building Permit Fee
\$50,001 to \$100,000	\$710.89 for the first \$50,000, plus \$7.73 for each additional \$1,000, or fraction thereof, to and including \$100,000	65% of Building Permit Fee
\$100,001 to \$500,000	\$1,097.40 for the first \$100,000, plus \$6.18 for each additional \$1,000, or fraction thereof, to and including \$500,000	65% of Building Permit Fee
\$500,001 to \$1,000,000	\$3571.03 for the first \$500,000, plus \$5.25 for each additional \$1,000, or fraction thereof, to and including \$1,000,000	45% of Building Permit Fee
1,000,001 and up	\$6,193.74 for the first \$1,000,000, plus \$4.03 for each additional \$1,000, or fraction thereof.	45% of Building Permit Fee

# Appendix D: Engineering Fees

**Town of Atherton**  
**Town of Atherton Engineering Fees**

Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume
Eng_	<b>Encroachment Permits</b>			
Eng_	<b>Class A - One Inspection Required:</b>	Per app	Current	
Eng_	Driveway Connection to Street:	Per app	Current	10
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	<b>Class B - Two Inspections Required:</b>	Per app	Current	
Eng_	Driveway Connection to Street:	Per app	Current	4
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	<b>Class C - Three or More Inspections Required:</b>	Per app	Current	
Eng_	Driveway Connection to Street - Asphalt/Pavers:	Per app	Current	
Eng_	Without Driveway Culvert (up to 3 inspections)	Per app	Current	13
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	With Driveway Culvert (up to 4 inspections)	Per app	Current	2
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	Driveway Connection to Street - Concrete:	Per app	Current	
Eng_	Without Driveway Culvert (up to 4 inspections)	Per app	Current	1
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	With Driveway Culvert (up to 5 inspections)	Per app	Current	
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_	<b>Class D - Public Right of Way</b>	Per app	Current	
Eng_	Right-of-Way Landscaping, Fence, Etc. - Minor Construction (up to 2 inspections)	Per app	Current	20
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	Right-of-Way Landscaping, Fence, Etc. - Standard (up to 2 inspections)	Per app	Current	17

Unit Cost Summary					
Direct Unit Cost	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
\$ -		\$0		\$0	
\$ 211		\$211	\$ 266	\$55	\$ 211
\$ 48		\$48	\$ 133	\$85	\$ 48
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ -		\$0		\$0	
\$ 281		\$281	\$ 465	\$184	\$ 281
\$ 48		\$48	\$ 199	\$151	\$ 48
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ -		\$0		\$0	
\$ 352		\$352	\$ 665	\$313	\$ 352
\$ 48		\$48	\$ 266	\$218	\$ 48
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ 438		\$438	\$ 864	\$426	\$ 438
\$ 63		\$63	\$ 332	\$269	\$ 63
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ -		\$0		\$0	
\$ 438		\$438	\$ 864	\$426	\$ 438
\$ 63		\$63	\$ 332	\$269	\$ 63
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ 509		\$509	\$ 997	\$488	\$ 509
\$ 63		\$63	\$ 332	\$269	\$ 63
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ 284		\$284	\$ 199	(\$85)	\$ 284
\$ 96		\$96	\$ 66	(\$30)	\$ 96
\$ 96		\$96	\$ 133	\$37	\$ 96
\$ -		\$0		\$0	
\$ 379		\$379	\$ 399	\$20	\$ 379

**Town of Atherton**  
**Town of Atherton Engineering Fees**

					Unit Cost Summary					
Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume	Direct Unit Cost	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
Eng_	Additional Plan Check	Per app	Current		\$ 96		\$96	\$ 133	\$37	\$ 96
Eng_	Additional Inspection	Per app	Current		\$ 96		\$96	\$ 133	\$37	\$ 96
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Connection to Storm Drain or Atherton Channel:	Per app	Current		\$ -		\$0		\$0	
Eng_	a. In Pavement	Per app	Current		\$ 471		\$471	\$ 1,197	\$726	\$ 471
Eng_	Additional Plan Check	Per app	Current		\$ 96		\$96	\$ 399	\$303	\$ 96
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	b. Outside Pavement	Per app	Current		\$ 400		\$400	\$ 864	\$464	\$ 400
Eng_	Additional Plan Check	Per app	Current		\$ 96		\$96	\$ 399	\$303	\$ 96
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Utility - Minor (One Inspection Required):	Per app	Current	5	\$ 259		\$259	\$ 266	\$7	\$ 259
Eng_	Additional Plan Check	Per app	Current		\$ 48		\$48	\$ 133	\$85	\$ 48
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Utility Connect/Disconnect:	Per app	Current		\$ -		\$0		\$0	
Eng_	a. In Pavement	Per app	Current	78	\$ 352		\$352	\$ 864	\$512	\$ 352
Eng_	Additional Plan Check	Per app	Current		\$ 48		\$48	\$ 266	\$218	\$ 48
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	b. Outside Pavement	Per app	Current	117	\$ 281		\$281	\$ 665	\$384	\$ 281
Eng_	Additional Plan Check	Per app	Current		\$ 48		\$48	\$ 266	\$218	\$ 48
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Utility Main:	Per app	Current		\$ -		\$0		\$0	
Eng_	a. In Pavement	Per app	Current	43	\$ 471		\$471	\$ 598	\$127	\$ 471
Eng_	Additional Plan Check	Per app	Current		\$ 96		\$96	\$ 665	\$569	\$ 96
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	b. Outside Pavement	Per app	Current	4	\$ 400		\$400	\$ 665	\$265	\$ 400
Eng_	Additional Plan Check	Per app	Current		\$ 96		\$96	\$ 665	\$569	\$ 96

**Town of Atherton**  
**Town of Atherton Engineering Fees**

					Unit Cost Summary					
Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume	Direct Unit Cost	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Telecommunication and Utilities Installation Permit (25 ft or less):	Per app	Current		\$ -		\$0		\$0	
Eng_	i. Without Trenching	Per app	Current		\$ 1,758		\$1,758	\$ 66	(\$1,692)	\$ 1,758
Eng_	ii. With Trenching	Per app	Current		\$ 1,829		\$1,829	\$ 133	(\$1,696)	\$ 1,829
Eng_	iii With Trenching > 25 LF (per 100 LF or fraction thereof)	Per app	Current		\$ 333		\$333	\$ 11	(\$322)	\$ 333
Eng_	Property Improvement Permits and Reviews	Per app	Current		\$ -		\$0		\$0	
Eng_	Grading and Drainage:	Per app	Current		\$ -		\$0		\$0	
Eng_	a. Without Detention System	Hourly/m in	Current	1	\$ 1,272		\$1,272	\$ 1,330	\$58	\$ 1,272
Eng_	b. With Detention System	Hourly/m in	Current	22	\$ 1,272		\$1,272	\$ 1,995	\$723	\$ 1,272
Eng_	c. With Multiple Detention Systems	Hourly/m in	Current	11	\$ 1,696		\$1,696	\$ 2,394	\$698	\$ 1,696
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Detention System Annual Report Filing	Per app	Current	34	\$ 424		\$424	\$ 80	(\$344)	\$ 424
Eng_	Detention System Annual Report - Submittals Out of Compliance	Per app	Current	0	\$ 424		\$424	\$ 199	(\$225)	\$ 424
Eng_	StormWater Permit Compliance Review/Inspection Deposit	Hourly	New		\$ -		\$0		\$0	\$ 500
Eng_	StormWater Permit Compliance Review/Inspection	Hourly	New		\$ -		\$0		\$0	
Eng_	Stop Work Order (Penalty)	50% of permit	Current		\$ -		\$0		\$0	
Eng_	Code Enforcement - Administrative (Penalty)	Hourly	Current		\$ -		\$0		\$0	
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Public Works application fee	Per app	Current	314	\$ 117		\$117	\$ 199	\$82	\$ 117
Eng_	Oversized load permit (outside of right of way)	Per app	Current		\$ 333		\$333		(\$333)	\$ 333
Eng_	Technology Surcharge (upgrade and maintain development technology) (1.9% of fee)	Per app	Current		\$ -	4156.5	1.9%		(\$0)	1.86%

**Town of Atherton**  
**Town of Atherton Engineering Fees**

					Unit Cost Summary					
Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume	Direct Unit Cost	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
Eng_	Additional work not reflected above - at cost	Hourly	Current		\$ -		N/A			
<b>PW Staff Hourly Rates</b>										
	Public Works Superintendent	Hourly			\$ -	\$ 191.46	\$191	\$ 133	(\$58)	
Eng_	Asst/Assoc Engineer	Hourly	Current		\$ -	\$ 141.32	\$141	\$ 133	(\$8)	
Eng_	Eng Tech	Hourly	Current		\$ -	\$ 92.20	\$92	\$ 133	\$41	
Eng_	PW Director/Engineer		Current		\$ -	\$ 222.73	\$223	\$ 133	(\$90)	

# Appendix E: Police Fees

**Town of Atherton**  
**Town of Atherton - Police Fees**

				Unit Cost Summary						
Service Location	Fee Name	Unit	Service / Fee Status	Direct Unit Cost	Indirect Unit Allocated Costs	Project Mgt and Engineering Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
A										
PL_	Copy of Police Report:		Current	\$ -	\$0		\$0		\$0	
PL_	Without Photos or Tape Copies		Current	\$ 31	\$0		\$31	\$ 18	(\$13)	\$ 0.25
PL_	With Photos or Tape Copies	Hourly	Current	\$ 260	\$0		\$260	\$ 106	(\$154)	\$ 50
PL_	Vehicle Releases		Current	\$ 65	\$0		\$65	\$ 53	(\$12)	\$ 65
PL_	Alarm Registration		Current	\$ 61	\$0		\$61	\$ 25	(\$36)	\$ 61
PL_	Alarm Alert Signs		Current	\$ 124	\$0		\$124	\$ 30	(\$94)	\$ 40
PL_	Garage Sale/Estate Sale Permits		Current	\$ 21	\$0		\$21	\$ 18	(\$3)	\$ 21
PL_	Fingerprints (plus DOJ processing of \$53)		Current	\$ 28	\$0	53	\$81	\$ 53	(\$28)	\$ 75
PL_	Solicitor Permit (Valid for six months; business license required)		Current	\$ 31	\$0		\$31	\$ 44	\$13	\$ 31
PL_	After Hours Emergency Construction Permits		Current	\$ 62	\$0		\$62	\$ 141	\$79	\$ 62
PL_	Special Service Request:		Current	\$ 21	\$0		\$21		(\$21)	\$ 21
PL_	Administrative Fee		Current	\$ -	\$0		\$0	\$ 18	\$18	\$ -
PL_	On-Site Personnel Fee	Hourly (2 Hr min)	Current	\$ 260	\$0		\$260		(\$260)	\$ 260
PL_	Clearance Letter		Current	\$ 21	\$0		\$21	\$ 18	(\$3)	\$ 21
PL_	Microfilmed Reports	Hourly	Current	\$ 62	\$0		\$62	\$ 106	\$44	\$ 62
PL_	Code Enforcement - Administrative (Penalty)	Hourly	Current	\$ -	\$0		\$0		\$0	\$ -
PL_	False Alarms: (up to 3 false alarms annually)		Current	\$ 584	\$0		\$584	\$ -	(\$584)	
PL_	4th false alarm*		Current	\$ 195	\$0	\$ 87.60	\$282		(\$282)	
PL_	5th false alarm*		Current	\$ 195	\$0	\$ 146.01	\$341		(\$341)	
PL_	6th false alarm*		Current	\$ 195	\$0	\$ 204.41	\$399		(\$399)	
PL_	7th all succeeding false alarms*		Current	\$ 195	\$0	\$ 146.01	\$341		(\$341)	
PL_			Current	\$ -	\$0		\$0		\$0	
PL_			Current	\$ -	\$0		\$0		\$0	
	Records/Communications Staff:	Hourly	Current	\$ 122	\$0		\$122	\$ 106	(\$16)	
	Patrol/Investigations Staff:	Hourly	Current	\$ 130	\$0		\$130	\$ 141	\$11	

\* Requires Town ordinance

**Appendix F: Parks and Facility Rental Fees**

**Town of Atherton**  
Town of Atherton

Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume	Recovered Revenue Volume	Variance
A	<b>Park Rental Fees</b>					
PR	<b>The Main House</b>		New			0
PR	(Monday - Thursday afternoon)		New			0
PR	Half day		New	40	28	12
PR	Full day (until 4:00PM)		New	27	23	4
PR	Evenings (5:00 PM to midnight)		New	0		0
PR			New			0
PR	Friday evening (5:00 PM to midnight)		New	0		0
PR			New	0		0
PR	Saturday & Sunday day use (full day)		New	3	3	0
PR	Saturday & Sunday evenings (5:00 PM - midnight)		New	0		0
PR			New			0
PR	<b>Carriage House</b>		New			0
PR	(Monday - Thursday afternoon)		New			0
PR	Half day		New	3	1	2
PR	Full day (until 4:00PM)		New	12	12	0
PR	Evenings (5:00 PM to midnight)		New	0		0
PR			New			0
PR	Friday evening (5:00 PM to midnight)		New	0		0
PR	Saturday & Sunday day use (half day)		New	0		0
PR	Saturday & Sunday day use (full day)		New	8	6	2
PR	Saturday & Sunday evenings (5:00 PM - midnight)		New	0		0
PR			New			0
PR	<b>Jennings Pavillion</b>		New			0
PR	(Monday - Thursday afternoon)		New			0
PR	Half day		New	8	6	2
PR	Full day (until 4:00PM)		New	22	19	3
PR	Evenings (5:00 PM to midnight)		New	2	0	2
PR			New			0
PR	Friday evening (5:00 PM to midnight)		New	0		0

Unit Cost Summary			
Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fees
\$0		\$0	
\$0		\$0	
\$786		(\$786)	\$ 400
\$1,054		(\$1,054)	\$ 700
\$1,054		(\$1,054)	\$ 700
\$0		\$0	
\$1,054		(\$1,054)	\$ 700
\$0		\$0	
\$1,054		(\$1,054)	\$ 1,500
\$1,143		(\$1,143)	\$ 1,500
\$0		\$0	
\$0		\$0	
\$741		(\$741)	\$ 400
\$1,009		(\$1,009)	\$ 700
\$1,098		(\$1,098)	\$ 700
\$0		\$0	
\$1,098		(\$1,098)	\$ 700
\$741		(\$741)	\$ 400
\$1,009		(\$1,009)	\$ 700
\$1,009		(\$1,009)	\$ 700
\$0		\$0	
\$0		\$0	
\$0		\$0	
\$808		(\$808)	\$ 700
\$1,165		(\$1,165)	\$ 900
\$1,165		(\$1,165)	\$ 900
\$0		\$0	
\$1,165		(\$1,165)	\$ 1,200

**Town of Atherton**  
*Town of Atherton*

Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume	Recovered Revenue Volume	Variance
PR	Saturday & Sunday day use (half day)		New	0		0
PR	Saturday & Sunday day use (full day)		New	4	3	1
PR	Saturday & Sunday evenings (5:00 PM - midnight)		New			0
PR			New			0
PR	Security Deposit		New			0
PR	Main House and Carriage House		New	73		73
PR	Jennings Pavilion		New	28		28
PR			New			
PR	Staff labor rates		New			0
PR	Facility maintenance staff for services related to facility maintenance and preparation (Before & After Events)		New			0
PR	Facility attendant staff for services related to on-site availability during event		New			0
PR			Current			0

Unit Cost Summary			
Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fees
\$808		(\$808)	\$ 1,500
\$1,165		(\$1,165)	\$ 2,500
\$1,165		(\$1,165)	\$ 2,500
\$0		\$0	
\$0		\$0	
\$0	\$ 500	\$500	\$ 500
\$0	\$ 1,000	\$1,000	\$ 1,000
\$0		\$0	
\$0		\$0	
\$89	\$ 110	\$21	\$ 100
\$89	\$ 110	\$21	\$ 50
\$0		\$0	

COMPREHENSIVE USER FEE  
INDIRECT COST ALLOCATION PLAN  
AND  
PRODUCTIVE HOURLY RATE  
CALCULATIONS  
FOR STAFF

FINAL REPORT  
TOWN OF ATHERTON

2013

June 2013

Capital Accounting  
Partners

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# INTRODUCTION AND SCOPE

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As part of its effort to manage its financial resources wisely, the Town of Atherton engaged Capital Accounting Partners to prepare an indirect cost allocation plan, calculate staff productive hourly rates, and conduct a detailed cost analysis of its user fees. The Town's objectives for the study were to ensure that the Town is using comprehensive overhead rates and to accurately account for the true cost of providing the Town's various services.

The indirect cost allocation plan provides a method to assign Town overhead costs to direct service departments and their services so that the full cost of services can be recovered through the fees. The methodology used to assign Town overhead costs has been designed by the Federal Office of Management and Budget (OMB) and has been approved by the Federal Government to assign overhead to grants. Because of this, it is recognized as the universal method of allocating overhead cost within the public sector.

To develop the Indirect Cost Allocation plan we worked with Town Staff to develop allocation measures that reflect the level of effort and energy that is used in specific functions within the government. For example, the number of FTE's and part time employees per department was used to allocate the cost of payroll support. As an additional example, the number of personal computers (PCs) per department was used to allocate the cost of supporting the IT network.

The results of the full cost Indirect Cost Allocation Plan are contained in a separate document. The cost of service and cost recovery analysis establishes the full cost of such fee services, including Planning, Building, and Engineer services, as well as Police and Event Facilities. The cost recovery analysis provides the Town with information regarding the current level of cost recovery and will assist Town management and the Town Council in determining the appropriate cost recovery policies for the various fees it charges.

The scope of this study included the following:

- Develop a full cost, indirect cost allocation plan;
- Calculate fully burdened hourly rates for each staff position as well as those contract positions that are charged directly to external customers;
- Reviewing the Town's current fee schedules;
- Interviewing key Town staff from indirect and direct service departments;
- Calculating the total cost of fee generating services;
- Analyzing cost recovery levels for fee generating services;
- Surveying other cities;
- Developing a fee schedule that fully accounted for the range of services that the Town provides; and
- Providing recommendations or methodologies on how to adjust fees annually.

The process used for collecting and analyzing the data required active participation by the Town's management and staff. We want to take this opportunity to recognize their participation, time, and effort to collect the data and discuss the analysis, results, and recommendations.

# INDIRECT COST ALLOCATION PLANS

---

The purpose of an indirect cost allocation plan is to assign the Town's overhead costs to for fee generating services. In this way, the Town can understand the full cost of providing these services and make informed decisions about cost recovery for these services. Assigned overhead costs usually include:

- Council expenses;
- Town manager and related administrative expenses;
- Finance and budgeting expenses;
- Information Technology expenses; and
- Facility maintenance expenses.

While larger agencies will have addition departmental structures, and this many more business units to include, these are the typical overhead expenses that are included in the preparation of an indirect cost allocation plan.

There are also two types of indirect cost allocation plans:

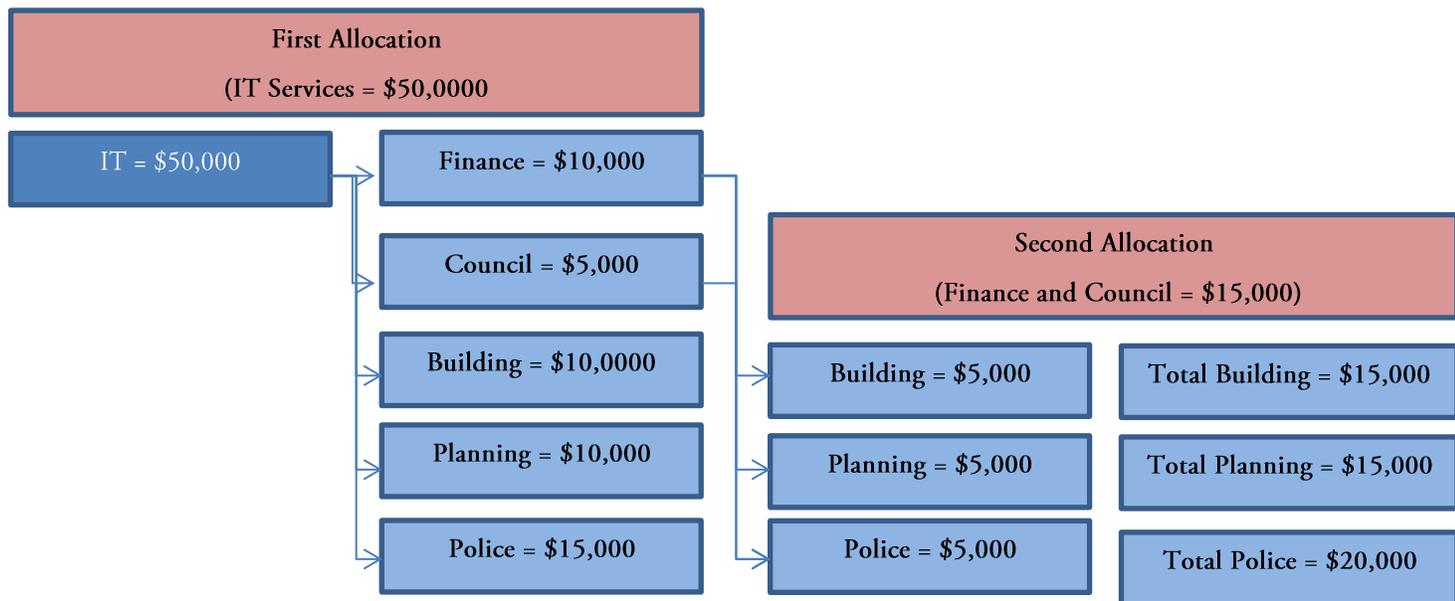
- Full cost, indirect cost allocation plan; and
- OMB A-87 compliant plan.

The difference between the two is that an OMB A-87 plan removes certain legislative expenses from the calculations. It should also be noted that the methodology used to calculate both plans is the same. This methodology has been designed by the Federal Office of Management and Budget. Because of the wide spread use of this methodology, it is the standard methodology used for the preparation of all indirect cost allocations.

What makes this methodology unique is the "double step down". This system assigns overhead costs using a two-step system. Step one assigns costs to all business units, both operating and support. The second step reassigns the cost of the supporting business units to operating units. For example, the costs of IT are assigned to all operating units as well as support units such as finance. In the second step, all cost coming into the finance department is then re-allocated to the operating units.

Graphically, it can be illustrated in this hypothetical example with the following illustration.

Hypothetical Illustration of Allocating IT Services



**METHOD OF ASSIGNING COST**

The first step of assigning overhead costs is to identify the various functions of each support unit. For example, the IT department may provide the following functions:

- Maintain city/town personal work stations;
- Maintain and support city/town software applications such as MS Word, Excel, etc;
- Maintain and support department specific software applications such as permitting software; and
- Maintain city/town websites, both internal and external.

The method of assigning overhead costs is based on either actual or estimates of cost. For some of these services, staff will maintain detailed time sheets. For others well ask for estimates of staff time. In this way, we can assign departmental costs to each core function of the business unit.

The second step is to work with staff to determine an appropriate allocation base for each business unit. These allocation basis are determined to best reflect the work, effort, and energy required to execute each function. For example, for maintaining city/town personal work stations, the number of work stations is often used to assign these costs. So if \$10,000 has been calculated to be the cost of maintain personal work stations and there are 100 personal work stations, then each work station will be assigned \$100 of cost. So if the finance department has 5 work stations, it will be assigned \$500 of cost from the function of maintaining personal work stations.

## SUMMARY OF RESULTS

The following graphic summarizes all indirect overhead costs that have been assigned to operating business units. These cost include both budgeted departmental expenses as well as incoming service costs such as those cost from IT to support the Finance Department.

Central Service Support Unit	Allocated Cost
10111 City Council	\$86,405
10112 Administration	\$390,372
10116 City Attorney	\$289,322
10118 Finance	\$757,447
10159 PW Building Maintenance	\$261,040
10130 Information Tech ND	\$35,313
<b>Totals</b>	<b>\$1,819,899</b>

A complete report of the results can be found under separate cover.

# STAFF PRODUCTIVE HOURLY RATE CALCULATIONS

One component of this project is the calculation of fully loaded productive hourly rates for all town staff. This was also extended to contract staff as well. The Town of Atherton is somewhat unique in that it utilizes contract staff for many functions that would normally be filled by full time employees. Prime examples of this are staff associated with the building and planning functions.

To calculate these rates we began with individual salary and benefit schedules for each Town staff or the billing rate (rate that is charged to the Town) for contract staff. Thus we calculated a productive hourly rate for each staff position. This is in contrast to the previous study that developed a simple blended rate for the entire work unit. This study added all labor cost for a work unit and then divided it by an estimated number of productive hours. This gave the Town a simple blended hourly rate for each work unit.

The following graphic illustrates our approach, which calculated a rate for each staff position. All numbers are strictly for illustrative purposes.

### Hypothetical Illustration of Productive Hourly Rate Calculation

Position A	
Total labor	\$100,000
Total benefit	\$50,000
Allocated materials & supplies	\$5,000
Allocated department overhead	\$7,500
Allocated Town overhead	\$10,000
<b>Total Position Cost</b>	<b>\$172,500</b>

Calculation of Annual Productive Hours	
Annual Work Hours	2080
Less Vacation	-200
Less Sick Leave	-96
Less Paid Holidays	-104
Less Daily Work Breaks	-105
Less Annual Training	-40
<b>Total Annual Productive Hours</b>	<b>1535</b>

Fully loaded productive hourly rate:  $\$172,500/1535 = \$112.38$  per hour

### Contract Staff

For contract staff, we modified this approach. Because the Town pays its building and planning staff based on an annual contract we asked the contractors to provide us with rates it would normally charge the Town

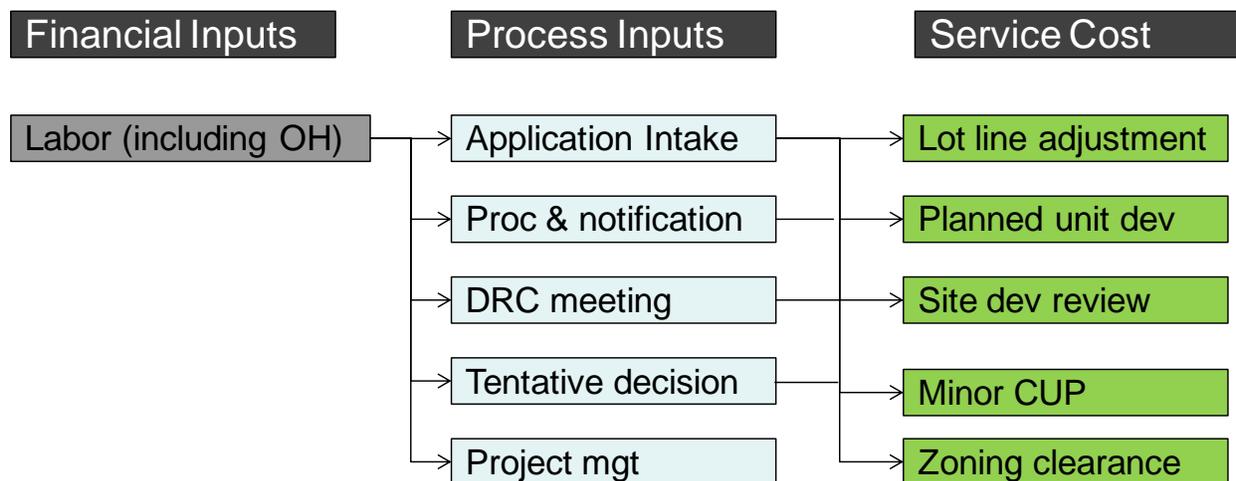
for hourly work. To this hourly rate we then added a prorated amount for materials & supplies, department overhead, and Town overhead. The following graphic illustrates this approach. All numbers are strictly for illustrative purposes and are purely hypothetical.

<b>Contract Staff Productive Hourly Rate Calculation</b>	
Contract Staff Cost	\$125.00
Allocated Materials & Services	\$1.25
Allocated Departmental Overhead	\$7.50
Allocated Town Overhead	\$15.00
<b>Total Cost / Contract Hour</b>	<b>\$148.75</b>

The full detail of the calculations can be found in appendix A

# SUMMARY OF COSTING METHODOLOGIES

The detailed costing methodology is based on the principles of activity based costing. This approach seeks to calculate costs at an operational level by considering the time staff invests in core business processes to provide fee and non-fee services. This provides the ability to understand staff time and cost as each staff position participates in providing fee services. Graphically, the following figure illustrates this methodology.



**Step 1: Collect Data** – This first step involves discussions with staff to identify those positions within each department that provide and support direct services. It also involves collecting departmental budget and expenditure data, identifying the salary and benefits for each position, and identifying non-personnel expenditures, as well as any departmental and Townwide overhead. Specifically, the steps involve the following:

- ◆ **Identifying staff positions** – This includes identifying both position titles and names.
- ◆ **Calculating the number of productive hours** – For each position, vacation time, sick leave, paid holidays, professional development (training), routine staff meetings, and daily work breaks are deducted from the standard 2,080 annual hours. The result is a range of hours available for each position on an annual basis. This range is typically 1,250 to 1,600 hours. Factors that influence this range are length of service with the jurisdiction and local policies for holiday and personal leave time.

- ◆ **Identifying and allocating non-personnel costs** – Costs for materials and supplies are allocated to the salary and benefits for each position.
- ◆ **Assigning any other expenses that are budgeted in other areas** – There are often expenses that should be included with the total cost of services. Examples of such costs might include amortized capital expenses for vehicles and technology.
- ◆ **Identifying core business processes or activities** – This step also involves discussions with staff to understand, at an operational level, the work of the operating unit. Core business processes used to provide services are identified and then defined by the tasks that are involved. Processes are also organized by direct and indirect categories:
  - **Direct processes and activities** – Those processes that directly contribute to the processing of an application or permit are first identified. Examples of a direct activity are electrical building inspection, application intake, and pre-application review.
  - **Indirect processes and activities** – Those processes that support, but do not directly apply to the processing of a specific application or permit. An example of an indirect activity is customer service or staff training to maintain certifications. Most jurisdictions highly value customer service, but it is difficult to assign a specific cost or unit of time to an individual service.

**Step 2: Building cost structures** – This second step involves significant interaction with staff and the development of time estimates for both direct and indirect processes in each department. Specifically, this step is at the core of the analysis. There are three processes that comprise this step:

- ◆ **Gathering time estimates for direct processes** – By interviewing staff in individual and group meetings, an estimate of time was assigned to each service by the process that is indicated. For example, in processing planning fees the following specific steps are involved in the processing of these fees:
  - Application intake;
  - Application completion review; and
  - Setting conditions of approval.

In this analysis, staff time is estimated and assigned to each step. The sum of all the process steps is the total time that is required to provide that specific service.

- ◆ **Assigning indirect and annual process time** – An annual time estimate is gathered from staff for those indirect or support processes in which they are involved. Some of these costs are assigned to the direct cost of a service on an allocated basis. Some might not be assigned at all. For example, in the case of planning fees, the costs associated with advanced planning have been identified but not allocated to the fees. Advanced planning has its own fee category, consistent with the current fee structure.
- ◆ **Calculating fully loaded hourly rates and the cost of service** – Once the total time for each direct and indirect service is estimated, the cost of service is calculated by using the fully loaded hourly rates for each staff member or position that is involved with the service. The fully loaded hourly rate for each employee is based on the employee's salary and benefit costs plus a share of non-personnel and Town overhead costs divided by the employee's available work hours (i.e. 2,080 hours minus all leave hours). Thus, the direct and indirect cost by activity also includes departmental and citywide overhead as well as non-labor costs. For this study, fiscal 2011-2012 budget expenses were used in all of the calculations.

The change to this was with the business license processing fee. For this fee, we calculated the annual costs for processing business licenses as part of the preparation for the indirect cost allocation plan. Then based on interviews with staff we determined the approximate amount of annual time that is spent processing new business license compared to a business license renewal. We then assigned an annual cost based on these total time estimates.

- ◆ **Gathering activity or volume data** – A critical element in the analysis is the number of times a given service is provided on an annual basis. This is critical data for three reasons:
  - It allows a calculated projection of current revenue based on current prices. This is compared with actual revenue to see if there is a close match as the data should match.
  - It allows for a calculated projection of revenue at full cost. This is compared to actual expenditures to see if there is a close match as the data should match.
  - It allows for a calculation of total hours consumed. Hours consumed must closely match actual hours available.

If any of the three calculations do not approximate actual numbers, then time estimates and/or volume data need to be re-evaluated. These are critical quality checks for costing accuracy.

**Step 3: Calculating the full cost of services** – This third step calculates the full cost of service for each direct service in a department. In the previous step, the cost of service was calculated for each direct and indirect service. In this step, the cost layers are brought together to establish the full cost of service for a specific direct service, program, or activity. As previously mentioned the cost of each direct service is calculated. To determine the full cost of service, the cost of indirect services is allocated to each direct service. The indirect services costs are allocated to each direct service based on each direct services proportion of labor spent processing each permit and application. By summing the direct and allocated indirect costs and multiplying that by the activity data, a total cost of service is calculated for both an individual service and the operating unit as a whole.

The following figure illustrates an example of these calculations. This same process was used for planning fees, land development/environmental fees, building fees, and police fees.

**Hypothetical Illustration of Calculating the Cost of a Single Fee (service)**

Application or Fee Title	Assigning Staff Cost and Time				Totals
	Community Development Director	Planning Manager	Associate Planner	Executive Assistant	
<i>Signing Programs (Five or More Signs)</i>					
Pre-submittal meeting		0.5	0.5		1
Land Use Application Intake		0.25	0.25	0.25	0.75
Application Review		1	6.5		7.5
Development Review Committee (DRC)		0.5	2		2.5
Prepare for decision	0.5	1.25	5	1	7.75
Public hearing	0.33	0.33	2	0.33	2.99
Plan Check of accepted plans – post entitlement			1.25	0.5	1.75
<b>Total Time by Position</b>	<b>0.83</b>	<b>3.83</b>	<b>17.50</b>	<b>2.08</b>	<b>24.24</b>
<b>Calculated Full Loaded Hourly Rate</b>	<b>203.67</b>	<b>183.96</b>	<b>152.38</b>	<b>128.66</b>	
Total Direct Cost by Position	169	705	2,667	268	3,808
Total support or indirect costs assigned					\$ 574
<b>Total Cost Assigned</b>					<b>\$ 4,382</b>

**Step 4: Set cost recovery policy** – Once the full cost of service is calculated for each direct service in a department, the cost of service for that direct service is then compared to the revenue generated by the fee charged for the service. This cost recovery analysis identifies the cost recovery level for that direct service. Depending on Town policies and other considerations, the level of cost recovery is a decision that should be

made for each type or group of direct services. For example, the Town might want to recover the full cost for building related permits, but might only want to recover 80% for planning permits.

**Step 5: Set fees**

Based on any new, existing, or revised cost recovery policies, the recommended fees can be established. The recommended fees will be established based on Town staff recommendations and Council discussion in the future. The fee analyses in this report are based on full cost recovery.

# SUMMARY OF RESULTS FOR COMMUNITY DEVELOPMENT

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The Community Development Department is responsible for all current and advanced planning, code enforcement, building plan review, building inspection, and other development-related activities. User fees that were reviewed for this department include the current planning fees, and building related fees.

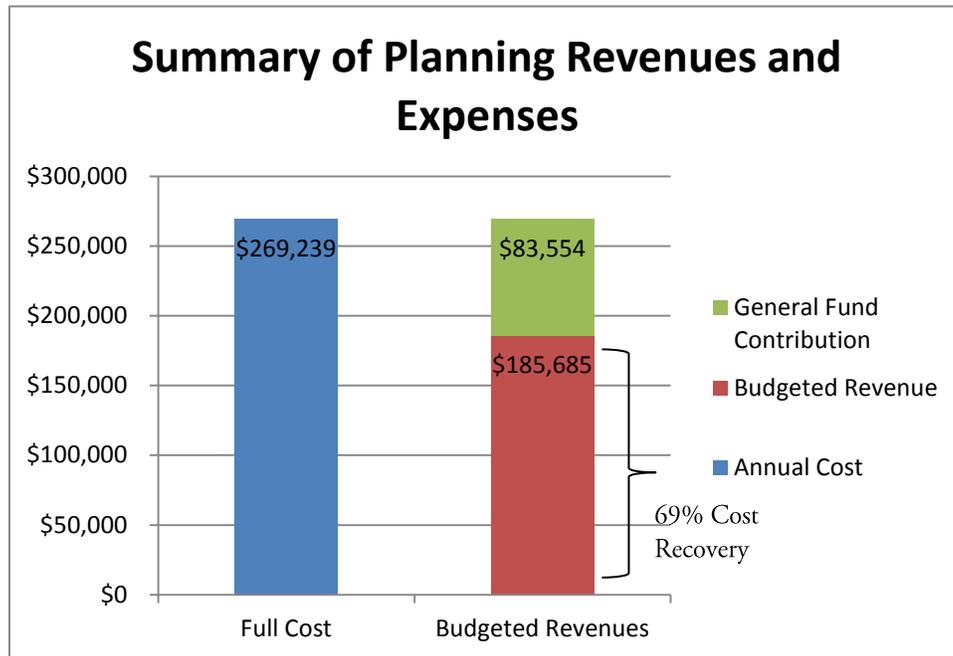
## PLANNING FEES

Planning services for the Town of Atherton are provided by a contracted firm. The contract covers the cost of the firm to provide services both to the Town as well as direct services to Town customers. These services include both current and long range planning. Current planning services are typically recoverable from Planning fees while long range planning can be recoverable if the Town chooses to do so. The contract does not cover services and supplies or Town overhead. These are both additional cost to be calculated into the user fees. In addition, contracted staff provide substantial services for prospective customers seeking information on potential development projects. In many cities and towns, planning staff often provide this function. These costs have also been calculated into the rates and fees. The following table details the budgeted costs associated with the Planning Division.

Contract Labor Costs	\$222,050
Services & Supplies*	\$5,600
Town Income Overhead Costs (CAP)	\$76,592
<b>Total Planning Costs</b>	<b>\$304,242</b>

## Cost Analysis

Most of the planning fees charged by the Town are collected on a time & materials basis. Therefore, it is difficult to establish a true “cost of service” since each service (fee) is going to be different. However, we did calculate and update the productive hourly rate for each planning position, (see appendix A). Based on our calculations the total cost of providing Planning services to the public is \$269,239. Our projection of revenue based on current activity is \$185,685. Therefore, we would project the Town of Atherton to generate an additional \$83,554 in Planning revenue of the Town brings its rates to full cost recovery. This suggests that the Town is currently recovering 69% of its total costs for these services.



## Technology Surcharge

A common issue with many municipal jurisdictions is paying for the cost of permitting technology. In the pressure to allocate scarce general fund dollars, the capital expense for state of the art permitting systems is an easy expense to delay. These delays often come with a price tag of lower productivity and lower cost recovery from user fees. Consequently, many California jurisdictions have opted to install a technology surcharge to recover the cost of both the capital expense and the maintenance charges for these systems. The benefit of the surcharge is that the revenues go into a dedicated fund. These resources can then be used maintain state of the art permitting technology.

By working with the Chief Building Official we calculated an annual cost for an upgraded permitting system. This cost was built upon a five year useful life. The annual cost for capital equipment and systems plus annual maintenance is \$43,000. This cost has then been split between planning, engineering, and building based on the projected revenue for each. This equates to a surcharge of 3.24% on top of all planning fees, 2% for building fees, and 1.9% for engineering fees.

A detailed schedule of fees showing unit costs, current cost recovery rates, and annual revenue impacts can be found in Appendix C.

## BUILDING FEES

The Building & Safety Division for the Town is largely outsourced. This means that basic plan review and inspection services are contracted to a private vendor. However, the Town still provides some customer service and clerical assistance.

As part of our analysis, contracted staff recommended significant restructuring of the Building & Safety schedule of fees. There were two objectives in restructuring the schedule of Building fees:

1. Simplify the schedule and bring it more in line with the type of projects that come to the division; and
2. Move some of the valuation based projects to flat fees as there was consensus that some of these were generating more revenue that was required to cover expenses.

## Cost of Service Analysis

The total budgeted expenses for Building & Safety are \$1,320,370. In addition, we have also added three non-budgeted items.

- |   |           |
|---|-----------|
| 1. Technology fund (annual estimate, includes digital archiving capacity) | \$44,271  |
| 2. Allocated Share General Plan Update (annual estimate)                  | \$27,000  |
| 3. Town Indirect Costs (cost allocation plan)                             | \$177,747 |

These additional expenses bring the total expenses to the Town up to \$1,569,388. The breakdown of these expenses follows.

<b>Building Expenditures</b>	<b>Expenses</b>
Building Labor	\$ 153,971
Additional Bldg Labor (David)	\$ 58,513
Allocated Share Contract PW Director	\$ 19,140
Contract Labor Inspection	\$ 45,000
Code Enforcement	\$ 76,285
Contract Arborist	\$ 100,000
Contract Building & Safety	\$ 760,300
<b>Total Labor</b>	<b>\$ 1,213,209</b>
Building Services & supplies	\$ 107,162
<b>Total Building Budgeted Expenditures</b>	<b>\$ 1,320,370</b>
<b>Additional Building Costs</b>	
Technology fund (annual estimate)	\$ 44,271
Allocated Share General Plan Update (annual estimate)	\$ 27,000
Town Indirect Costs (cost allocation plan)	\$ 177,747
<b>Total Building Costs</b>	<b>\$ 1,569,388</b>

The additional expenses are added for three reasons:

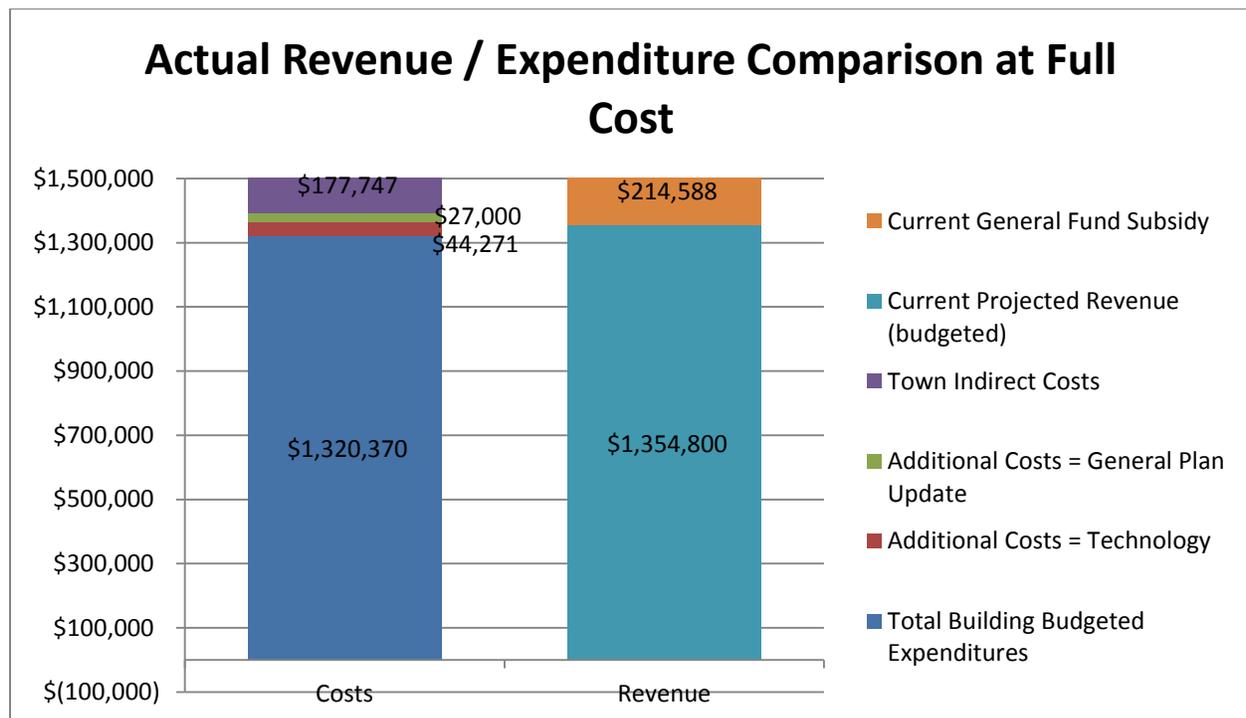
1. Including the Town's overhead achieves the objective of calculating the full cost of services from the perspective of the town;
2. Including an expense item for upgrading and maintaining the Town's permitting system achieves the goal of continuously upgrading technology. This will allow staff (either contract or employees) to

provide an efficient level of service. In addition, state of the art permitting systems provides a clear benefit to customers as they can work with the Town in a digital world rather than a paper based world. We have also included a cost for adding the ability to digitally archive plans previously submitted to the Town as well as any new paper based plans. A surcharge for technology is fairly common for California cities and counties. We recommend this approach as a way of maintaining the revenues to pay for system upgrades. In addition, we included in this surcharge cost the ability to begin scanning and archiving paper building plans.

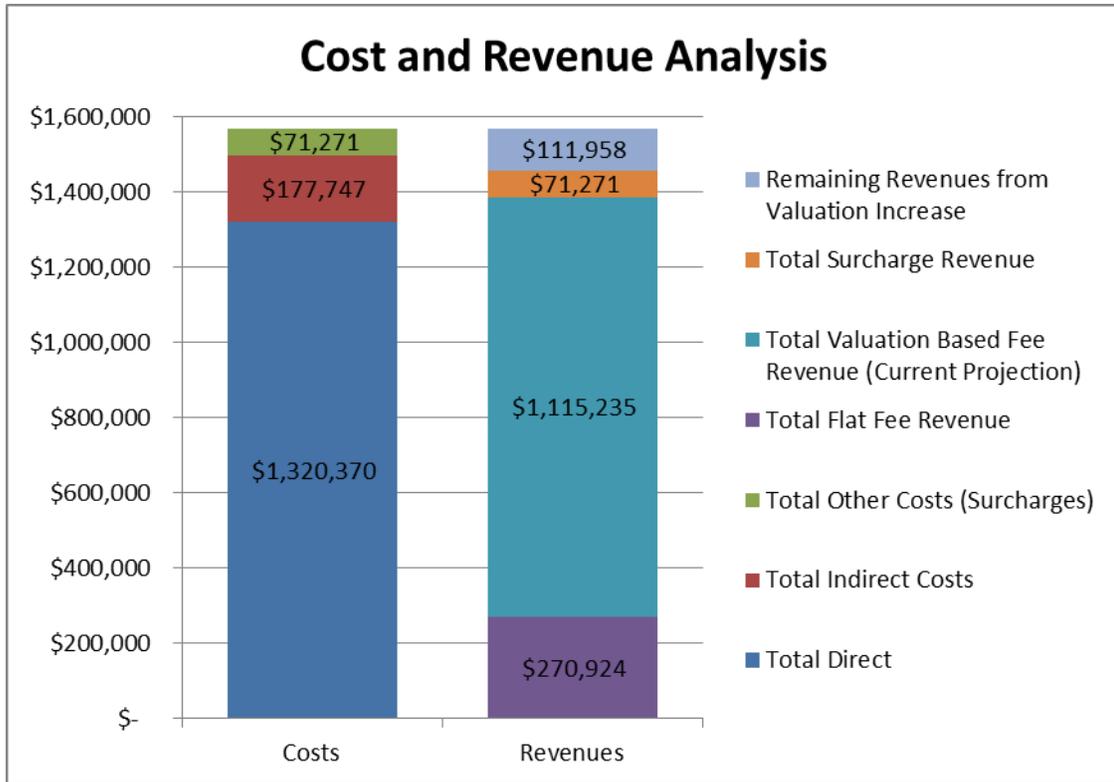
3. Including an expense item for updating and maintain the Town’s General Plan provides a similar benefit as a technology surcharge. It assures the Town of resources to stay complaint with the State of California code.

### Cost Recovery Analysis

Our analysis calculated the cost for the building program and shows that there is approximately 86% cost recovery for the Building & Safety division. The following graphic details individual expense items and compares these to total revenue. It shows that the Town is currently falling short of its total cost by \$214,588.



It is our opinion that some of the General Fund subsidy can be made up from the restructuring of flat fees, some can be made up by restructuring the valuation fee table, and some can be made up by initiating the two surcharges mentioned above. Changes in the valuation fee schedule will require a 10.4% increase in the valuation tables.



## Changes to the Valuation Tables

As stated above, for the Town to fully recover its cost, valuation based fees must increase by 10.4%. This analysis was completed by first calculating the full cost of the revised flat fees and projecting annual revenue based on the current level of activity. The balance of revenue required for the Town to achieve full cost recovery must come from the valuation based fees.

There are a variety of methods for the Town to raise its valuation based fees. We do not advocate one method over another. The exact method is often a function of what the permitting system will allow. Therefore, we suggest the Town find the simplest way of changing its valuation table that the permit system will allow.

Staff has recommended changes to the valuation tables that will achieve this increase.

A detailed schedule of fees showing unit costs, current cost recovery rates, and annual revenue impacts can be found in Appendix C.

## SUMMARY OF RESULTS FOR DEVELOPMENT ENGINEERING

Development Engineering provides plan review and inspection services. It works closely with the Planning function to provide a continuum of services for developers in the Town of Atherton

### Cost of Service Analysis

The primary focus on the analysis of engineering fees was the calculation of fully loaded hourly rates. A study done previously calculated a blended rate for the function. This analysis calculated a rate for each of the positions providing services. To calculate this rate we followed the following steps:

1. Determine the base salary and benefits for each position;
2. Determine the annual number of product hours available by calculating the total of vacation time, sick leave, paid holiday, and annual training time;
3. Prorated Town overhead, services and supplies, and an allocated amount for contract public works director to each position; and
4. Calculated the fully loaded rate.

The following figure summarizes the results of calculating product hourly rates for each position.

Job Classification	Productive Hourly Rate
Public Works Director	\$ 222.73
Public Works Superintendent	\$ 191.46
Assistant/Associate Engineer	\$ 141.32
Office Specialist	\$ 92.20
Average Composite PHR	\$ 161.93

In addition to calculating fully loaded hourly rates, we also interviewed key staff to determine the total time requirements to process each application type. As in Building there were some modifications to the fee schedule to make it simpler and more aligned with current procedures and regulations.

In addition, staff provided annual activity data, or the number of times each fee item was processed over the most recent 12 month period. This allows us to do two things:

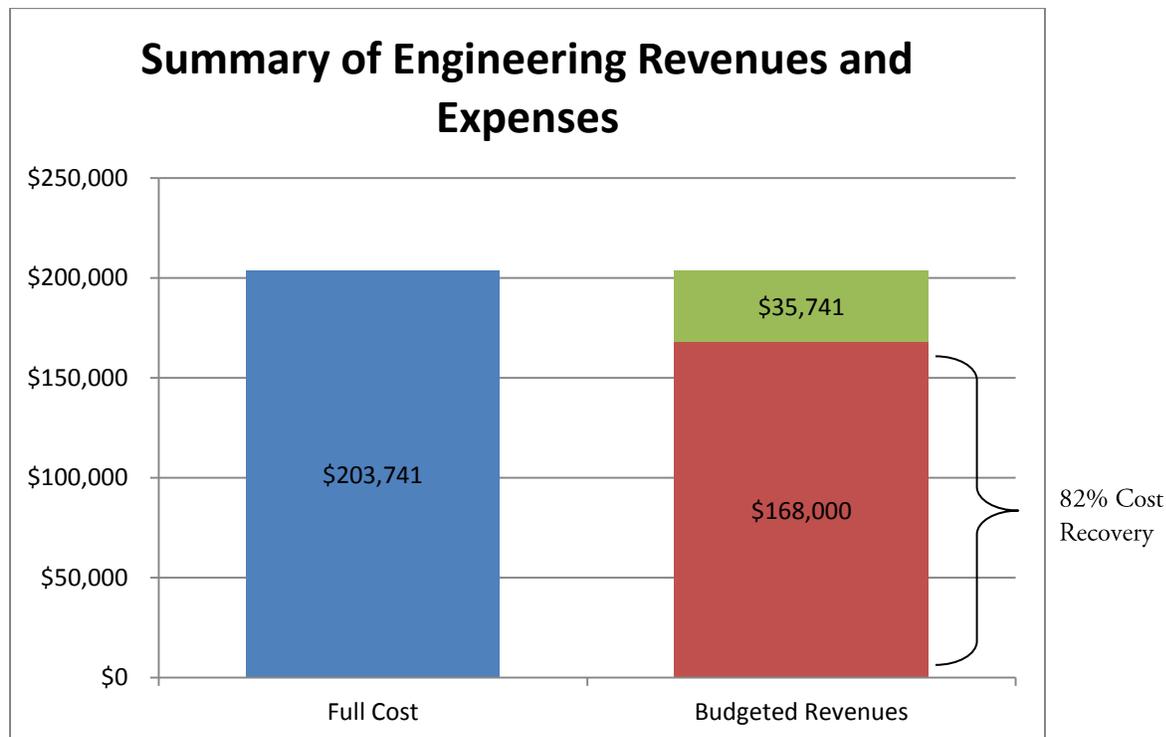
1. Project and compare current revenue with revenue with full cost recovery, and
2. Verify the total time committed for fee services for each staff person. These results were confirmed by staff as being accurate.

### Cost Recovery Analysis

Development Engineering has a goal of recovering its costs related to private development. Based on our calculations the function is recovering 82% of its cost.

- Calculated cost of providing engineering services \$203,741;
- Projected revenue from current engineering activity \$168,000; and
- Projected loss from providing engineering services (\$35,741).

The following graphic illustrates these relationships.



A detailed schedule of fees showing unit costs, current cost recovery rates, and annual revenue impacts can be found in Appendix D

## SUMMARY OF RESULTS FOR POLICE

### Police Fees

Police fees were calculated in much the same ways as planning, building, and engineering services, but with some minor modifications. Salary, benefits and non-personnel cost data were supplied by the Town to calculate a fully loaded labor rate for each position that contributes to processing police fees. Staff was interviewed in focus group style settings to estimate how much time each service requires. During this process, several new fees were identified and several outdated fees were identified for deletion. Among the new fees added are false alarm fees. Many California cities are finding the cost of responding to false alarms is becoming prohibitive. We are finding several that have stopped responding to alarms after a number of false alarm responses. Our method of structuring these fees is to calculate the total cost of responding to the first call and each additional call. We then spread the cost of the initial call that is provided without cost over several additional responses. In this way, there is an escalating cost to the offending party if the alarm is not fixed.

A detailed schedule of police fees showing unit costs, current cost recovery rates, and annual revenue impacts can be found in Appendix E

## SUMMARY OF RESULTS FOR FACILITIES AND SPECIAL EVENTS

### Park Facilities

The Town of Atherton currently rents three park facilities for weddings, receptions, and special events. The three facilities are the Main House, the Carriage House, and the Jennings Pavilion. The Town rents these facilities generally by the half day and the full day. As part of our analysis some modifications were made at the request of staff that would simplify the schedule and make it more aligned with current operating procedures.

### Cost of Service Analysis

Our analysis included the calculated productive rates we generated as well as the activities required to process special event applications, show the property, provide all logistics, and clean the property after an event. In conjunction with staff, we also factored in the rental activity level for each facility. Based on this analysis, we calculated the following:

- Total cost of providing these services: \$98,800;
- Projected revenue based on current activity levels: \$76,000; and
- Project additional revenue if the Town were to charge full cost: \$22,800.

A detailed table of fees can be found in Appendix F

## COMPARISON REVIEW

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As part of this analysis, a survey was conducted of comparative fees and projects. To increase value and relevance staff identified individual services (fees) that provide a reasonable basis of comparison and selected projects. The combination of the two should provide the Council with an opportunity to see where the Town's fees are in relation to its neighbors. We also caution the reader about these comparisons. Many communities do not routinely update their fees, and when they do, it might not be based on a thorough analysis of cost. These means the data that follow is the Town's *cost* compared to another community's *price*. In addition, communities have different policies regarding user fees. Some desire to subsidize their fees while others want to charge full cost.

The selection of benchmark municipalities was made in conjunction with staff. The selection criteria were primarily municipalities that had similar social/economic demographics and communities with similar terrain and customers. In addition, our focus was on comparing highly relevant projects that are common to the Town as well as selected fees that have significant volume. This approach maximizes value and provides the Town with a higher level of comparison.

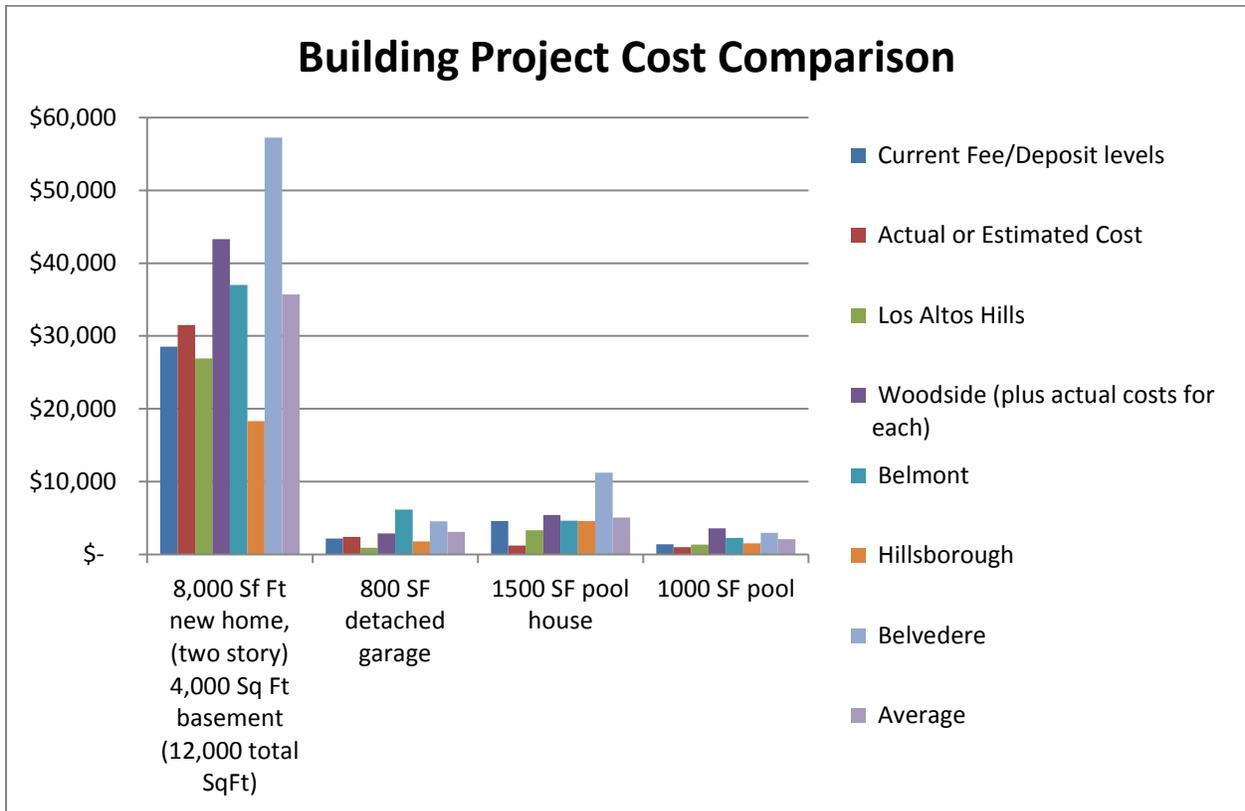
The following municipalities were selected:

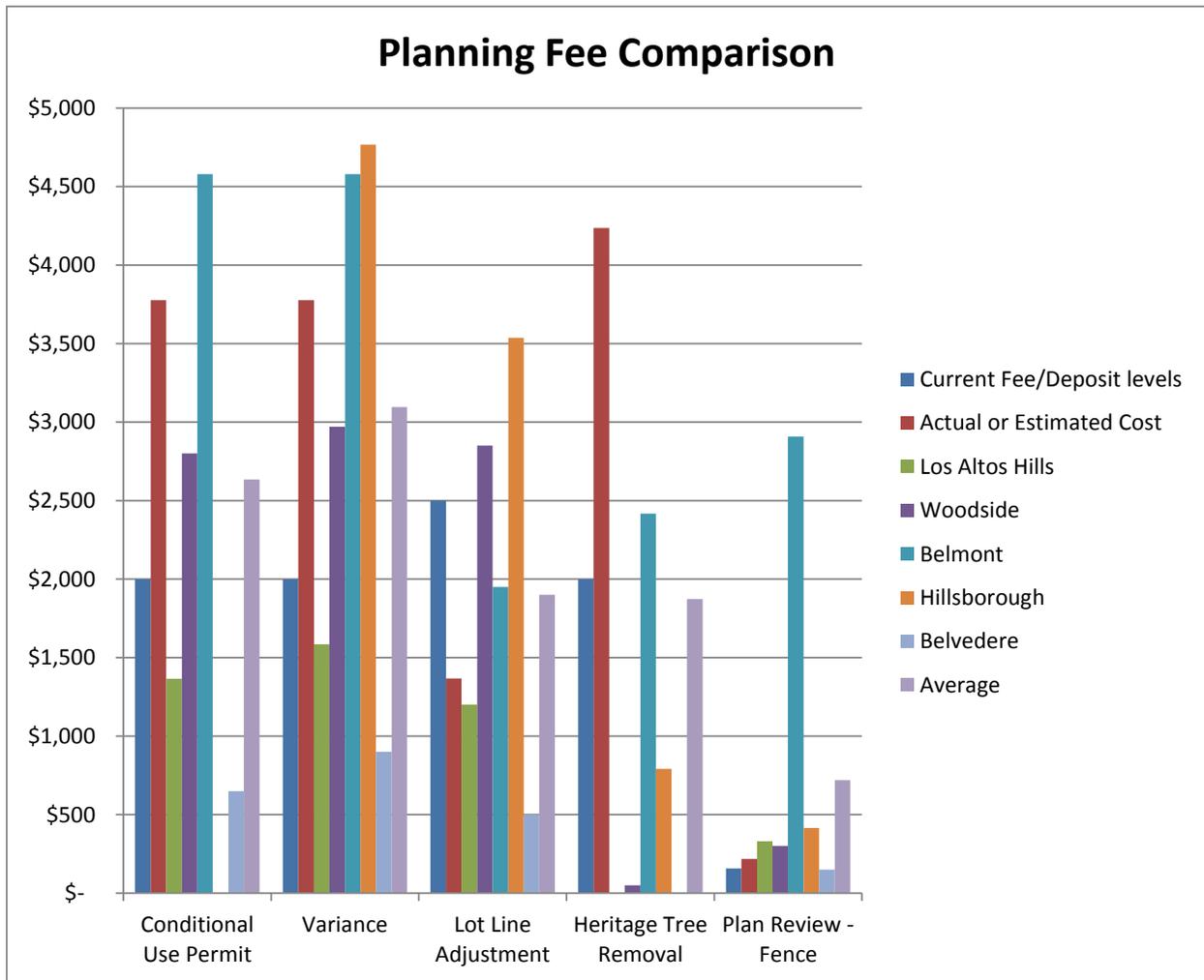
- ◆ Los Altos Hills;
- ◆ Woodside;
- ◆ Belmont;
- ◆ Hillsborough; and
- ◆ Belvedere

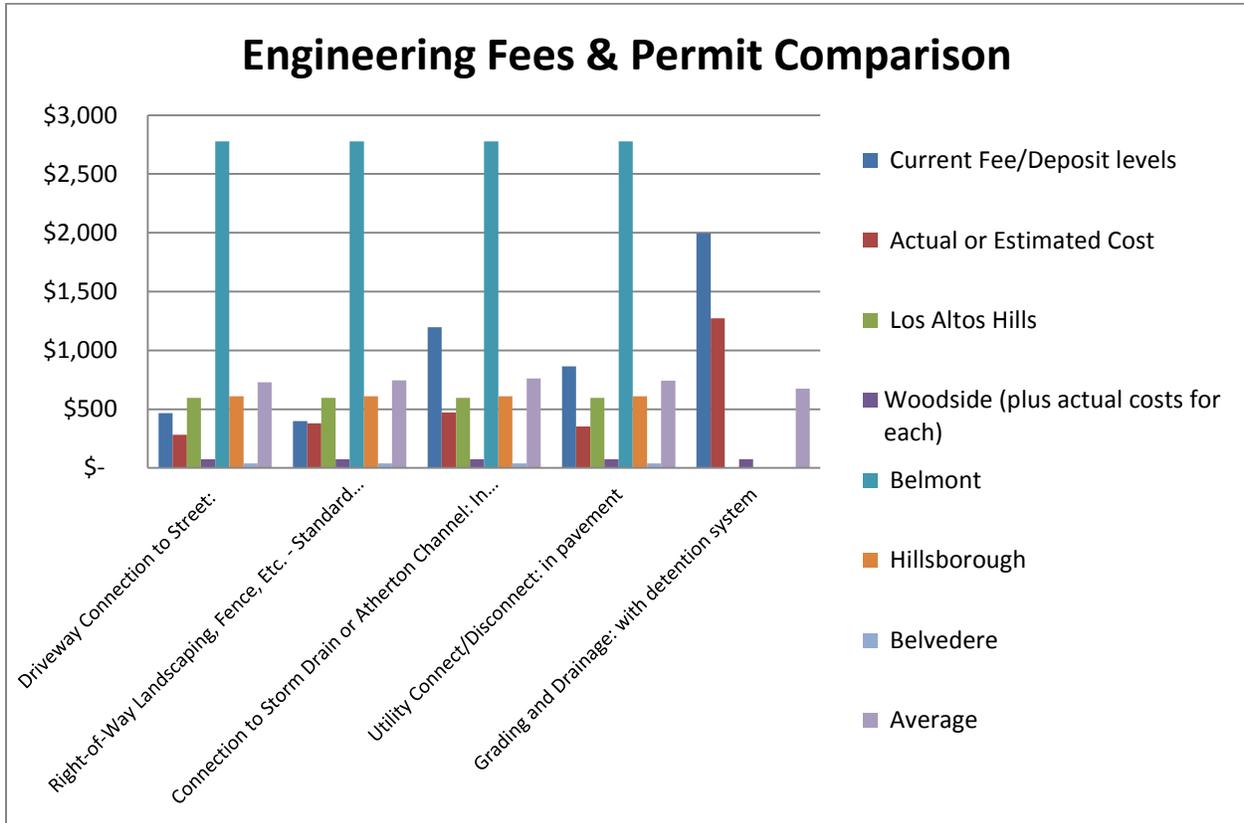
The figures that follow summarize the findings. The comparison focused on Planning, Engineering, and Building fees. It is our observation that the new fees, on balance, are in line with the benchmark communities. The following table illustrates each of the comparisons in detail.

Town of Atherton	Town of Atherton	Los Altos Hills	Woodside	Belmont	Hillsborough	Belvedere	Average
<b>Current Fee/Deposit levels</b>	<b>Actual or Estimated Cost</b>	<b>Los Altos Hills</b>	<b>Woodside</b>	<b>Belmont</b>	<b>Hillsborough</b>	<b>Belvedere</b>	<b>Average</b>
<b>Planning Fees/Projects</b>							
Conditional Use Permit	\$ 2,000	\$ 3,777	\$ 1,366	\$ 2,800	\$ 4,579	\$ 650	\$ 2,634
Variance	\$ 2,000	\$ 3,777	\$ 1,584	\$ 2,970	\$ 4,579	\$ 4,766	\$ 3,096
Lot Line Adjustment	\$ 2,500	\$ 1,368	\$ 1,201	\$ 2,850	\$ 1,950	\$ 3,536	\$ 1,901
Heritage Tree Removal	\$ 2,000	\$ 4,235	NA	\$ 50	\$ 2,416	\$ 792	\$ 1,873
Plan Review - Fence	\$ 157	\$ 218	\$ 330	\$ 300	\$ 2,908	\$ 415	\$ 720
<b>Current Fee/Deposit levels</b>	<b>Actual or Estimated Cost</b>	<b>Los Altos Hills</b>	<b>Woodside (plus actual costs for each)</b>	<b>Belmont</b>	<b>Hillsborough</b>	<b>Belvedere</b>	<b>Average</b>
<b>Engineering Fees/Permits</b>							
Driveway Connection to Street:	\$ 465	\$ 281	\$ 595	\$ 75	\$ 2,776	\$ 609	\$ 729
Right-of-Way Landscaping, Fence, Etc. Standard (up to 2 inspections)	\$ 399	\$ 379	\$ 595	\$ 75	\$ 2,776	\$ 609	\$ 746
Connection to Storm Drain or Atherton Channel: In pavement	\$ 1,197	\$ 471	\$ 595	\$ 75	\$ 2,776	\$ 609	\$ 761
Utility Connect/Disconnect: in pavement	\$ 864	\$ 352	\$ 595	\$ 75	\$ 2,776	\$ 609	\$ 741
Grading and Drainage: with detention system	\$ 1,995	\$ 1,272		\$ 75			\$ 674
<b>Building</b>	<b>Current Fee/Deposit levels</b>	<b>Actual or Estimated Cost</b>	<b>Los Altos Hills</b>	<b>Woodside (plus Belmont</b>	<b>Hillsborough</b>	<b>Belvedere</b>	<b>Average</b>
8,000 SF Ft new home, (two story) 4,000 Sq Ft basement (12,000 total SqFt)	\$ 28,526	\$ 31,502	\$ 26,930	\$ 43,290	\$ 37,026	\$ 18,336	\$ 35,717
800 SF detached garage	\$ 2,194	\$ 2,423	\$ 939	\$ 2,886	\$ 6,191	\$ 1,804	\$ 3,133
1500 SF pool house	\$ 4,596	\$ 1,243	\$ 3,332	\$ 5,411	\$ 4,628	\$ 4,601	\$ 5,074
1000 SF pool	\$ 1,409	\$ 1,020	\$ 1,347	\$ 3,608	\$ 2,277	\$ 1,552	\$ 2,131

The following graphics illustrated specific projects within each work group – Building, Planning, Development Engineering.







In addition, we also compared the calculated hourly rates for various positions within development services and compared them with a city in the Bay areas. These comparisons are hourly rates that we are confident reflect the full cost of staff as they are our calculations.

<b>Building Rates</b>		<b>Comparison</b>
Chief Building Official	\$ 194.44	\$ 299.53
Building Inspector	\$ 127.13	\$ 162.55
Building Plans Reviewer	\$ 172.01	\$ 262.48
Building Tech	\$ 89.74	\$ 161.21
<b>Planning Rates</b>		<b>Comparison</b>
Deputy Town Planner	\$ 206.07	\$ 246.61
Town Planner	\$ 301.57	\$ 269.86
Associate Planner	\$ 156.81	\$ 189.28
Sr. Planner	\$ 186.97	\$ 189.28
Admin	\$ 85.95	\$ 149.02
<b>Engineering Rates</b>		<b>Comparison</b>
Public Works Director	\$ 222.73	\$ 313.95
Public Works Superintendent	\$ 191.46	\$ 275.63
Assistant/Associate Engineer	\$ 141.32	\$ 155.47
Office Specialist	\$ 92.20	\$ 93.60

# OBSERVATIONS AND RECOMMENDATIONS

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## GENERAL OBSERVATIONS

1. We note that the Town relies on contract staff and outsourcing plan check and review of many services. Our observation is that these relationships have probably lowered total cost to the town.
2. We also note that the Town has not been recovering its full cost for many services. Much of the loss in revenue has been the absence of an indirect cost allocation plan. We have been able to include these costs in our calculations.
3. We note that the costs for development related services are in line with the benchmark communities. While individual services do vary, on balance the Town's services cost are within a reasonable range of its benchmark communities. We also note that calculated productive hourly rates that we compared are lower than another Bay area city.

## RECOMMENDATIONS – POLICY DEVELOPMENT

The scope of this project included recommending strategies to maintain and update fee schedules.

Our first recommendation is to establish policies governing the recovery of cost from fees. These policies should include:

- ◆ What costs should be recovered. These costs can include:
  - Direct costs;
  - Indirect activity costs such as customer service at the public counter;
  - Department overhead costs; and
  - Town-wide indirect costs.
- ◆ We recommend that municipal councils set cost recovery targets for those departments and divisions that generate substantial revenues from fees. For example, many cities set a goal that development “should pay for its self”. Our recommendation is that this should be defined for each department. For example, many cities want Building and Safety to pay for itself. However, there are often services within this work unit where full cost recovery is of less importance than compliance or innovation. The new technologies and code requirements for “green” building are prime examples of this. Because of this we recommend the Council define what costs should be recovered for each work unit.

Once the cost recovery levels are established, the Town has a number of different options for designing fees that will meet the cost recovery targets. The Town might simply increase existing fees so that in total, all fees

will recover the targeted amount. Additionally, the Town might also review each service and bring some to full cost, and others to something less than full cost so that in total, they generate the targeted cost recovery rate.

Other considerations in fee-setting beside the analytical cost recovery objectives include key questions such as:

- ◆ Is it feasible to set fees to the full cost recovery level?
- ◆ Will increasing fees result in compliance or public safety problems?
- ◆ Do adjustments in fees adversely affect other Town goals?
- ◆ Are there other opportunities or changes that might bring costs into better balance with revenues?

## **ADJUSTING THE FEE SCHEDULE**

### **General Recommendation on Adjusting Fee Schedules**

We recommend annual adjustments to fees wherever possible. We also recommend a complete review of costs for fee services every three to five years. With the annual update of fees we recommend using a simple CPI increase. For example, if the labor cost for the Town goes up by 2% then adjust each fee by 2%. This is the simplest and most common method of adjusting fees annually. It is our observation that the regulatory requirements change enough within a three to five year time frame that a comprehensive review of costs is then warranted.

### **Adjusting Building and Planning fees**

Both of these operations are outsourced to private firms. With regard to adjusting Planning fees, this should be fairly straight forward. It is either using the fully loaded productive hourly rates that we have calculated or using the flat fee tables we have provided which are based on the fully loaded rates.

With regard to Building fees, this program has a revenue sharing relationship with the contractor – Interwest. If the Building fees were to be adjusted so that the Town can be fully compensated for its cost, Interwest would also receive additional revenue. We would recommend a review of the contract so that the Town can be fully compensated for its cost and Interwest can still receive full compensation for the valuable service they provide.

# SECTION V: APPENDICES

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# Appendix A: Productive Hourly Rate Calculations

ADMINISTRATION STAFF							Product Hourly Labor Rate
NAME	Job Class	Total Labor & Benefits	Services & Supplies	Town Income Overhead Costs (CAP)		Total Staff Costs	
George	City Manager	\$ 219,912		\$ 49,977.67		\$ 269,890	\$ 169.21
DellaSanta, Theresa	City Clerk	\$ 139,563		\$ 49,977.67		\$ 189,540	\$ 115.93
Vacant	Management Analyst	\$ -				\$ -	\$ -
Bellmont, Judy	Office Specialist	\$ 89,089		\$ 49,977.67		\$ 139,067	\$ 87.19
	<b>Average Composite PHR</b>						<b>\$ 124.11</b>
FINANCE STAFF							Product Hourly Labor Rate
Name	Job Class	Total Labor & Benefits	Services & Supplies	Town Income Overhead Costs (CAP)		Total Staff Costs	
Robert Barron	Finance Director*	\$ 199,921		\$ 71,579.33		\$ 271,501	\$ 170.22
Jun Pan	Accountant	\$ 114,078		\$ 71,579.33		\$ 185,657	\$ 113.55
Noy Phonpradith	Finance Technician**	\$ 97,848		\$ 71,579.33		\$ 169,428	\$ 101.15
	<b>Average Composite PHR</b>						<b>\$ 128.31</b>
BUILDING STAFF (see Kelli Roberson Public Works)							Product Hourly Labor Rate
Name	Job Class	Contract Labor Costs	Services & Supplies*	Town Income Overhead Costs (CAP) *	Contract CD/PW Director, Internal IM&A, Archiving Estimate	Total Contract Staff Costs	
<b>Work Unit Summary</b>		\$ 905,300	\$ 107,162	\$ 177,747	\$ 163,848		
	Chief Building Official	\$ 130	\$ 15.39	\$ 25.52	\$ 23.53	\$ 194	\$ 194.44
	Building Inspector	\$ 85	\$ 10.06	\$ 16.69	\$ 15.38	\$ 127	\$ 127.13
	Building Plans Reviewer	\$ 115	\$ 13.61	\$ 22.58	\$ 20.81	\$ 172	\$ 172.01
	Building Tech	\$ 60	\$ 7.10	\$ 11.78	\$ 10.86	\$ 90	\$ 89.74
	Arborist	\$ 150	\$ 17.76	\$ 29.45	\$ 27.15	\$ 224	\$ 224.35
	<b>Average Composite PHR</b>						<b>\$ 161.54</b>
PLANNING STAFF (contracted positions)							Product Hourly Labor Rate
		Contract Labor Costs	Services & Supplies*	Town Income Overhead Costs (CAP) *	Internal M&A and Customer Svc	Total Contract Staff Costs	
<b>Work Unit Summary</b>		\$ 222,050	\$ 5,600	\$ 76,592	\$ 142,177		
	Deputy Town Planner	\$ 103	\$ 2.59	\$ 35.36	\$ 65.63	\$ 206	\$ 206.07
	Town Planner	\$ 150	\$ 3.78	\$ 51.74	\$ 96.04	\$ 302	\$ 301.57
	Associate Planner	\$ 78	\$ 1.97	\$ 26.90	\$ 49.94	\$ 157	\$ 156.81
	Sr. Planner	\$ 93	\$ 2.35	\$ 32.08	\$ 59.55	\$ 187	\$ 186.97
	Admin	\$ 43	\$ 1.08	\$ 14.75	\$ 27.37	\$ 86	\$ 85.95
	Arborist	\$ 150	\$ 3.78	\$ 51.74	\$ 96.04	\$ 302	\$ 301.57
	<b>Average Composite PHR (Including the Arborist)</b>						<b>\$ 206.49</b>
PUBIC WORKS STAFF							Product Hourly Labor Rate
Name	Job Class	Total Labor & Benefits	Services & Supplies	Town Income Overhead Costs (CAP)	Contract CD/PW Director	Total Staff Costs	
<b>Work Unit Summary</b>		\$ 414,286	\$ 39,420	\$ 207,610	\$ 22,185		
Contract Position	Public Works Director	\$ 135	\$ 13	\$ 68	\$ 7.23	\$ 223	\$ 222.73
Tyler, Steve	Public Works Superintendent	\$ 185,098	\$ 17,612	\$ 92,758	\$ 9,912	\$ 305,380	\$ 191.46
Huynh, David	Assistant/Associate Engineer	\$ 140,051	\$ 13,326	\$ 70,183	\$ 7,500	\$ 231,059	\$ 141.32
Kelli Roberson	Office Specialist	\$ 89,138	\$ 8,482	\$ 44,669	\$ 4,773	\$ 147,062	\$ 92.20
	<b>Average Composite PHR</b>						<b>\$ 161.93</b>
POLICE							Product Hourly Labor Rate
Name	Job Class	Total Labor & Benefits	Services & Supplies	Town Income Overhead Costs (CAP)		Total Staff Costs	
Edward Flint	Chief of Police	\$ 284,082		\$ 26,444		\$ 310,525	\$ 182.66
Joe Wade	Lieutenant	\$ 228,117		\$ 26,444		\$ 254,561	\$ 149.74
Kockler, Anthony	Sergeant (84 hrs)	\$ 215,525		\$ 26,444		\$ 241,969	\$ 142.33
Mills, Brad	Sergeant (84 hrs)	\$ 194,186		\$ 26,444		\$ 220,630	\$ 129.78
Hall, Sherman	Sergeant (84 hrs)	\$ 217,591		\$ 26,444		\$ 244,035	\$ 143.55
Lopez, Kristen	Sergeant (80 hrs)	\$ 202,648		\$ 26,444		\$ 229,092	\$ 134.76
Enberg, Rick	Sergeant (84 hrs)	\$ 204,346		\$ 26,444		\$ 230,790	\$ 129.66
Dennis, Tony	Officer (84 hrs)	\$ 184,509		\$ 26,444		\$ 210,953	\$ 124.09
Dere, Gordon	Officer (84hrs)	\$ 163,606		\$ 26,444		\$ 190,050	\$ 109.22

NAME	Job Class	Total Labor & Benefits	Services & Supplies	Town Income Overhead Costs (CAP)		Total Staff Costs	Product Hourly Labor Rate
Dunphy, Don	Officer (84 hrs)	\$ 180,680		\$ 26,444		\$ 207,124	\$ 121.84
Gomez, David	Officer (84 hrs)	\$ 171,123		\$ 26,444		\$ 197,567	\$ 116.22
Lane, Bill	Officer (84 hrs)	\$ 150,526		\$ 26,444		\$ 176,970	\$ 99.42
Marks, Tim	Officer (84 hrs)	\$ 183,623		\$ 26,444		\$ 210,067	\$ 123.57
Metzger, Dave	Officer (84 hrs)	\$ 182,295		\$ 26,444		\$ 208,739	\$ 122.79
Pronske, Krystal	Officer (84 hrs)	\$ 163,149		\$ 26,444		\$ 189,593	\$ 108.96
Yoakum, Jason	Officer (84 hrs)	\$ 183,758		\$ 26,444		\$ 210,202	\$ 123.65
Anthony Barron	Officer (84 hrs)	\$ 143,857		\$ 26,444		\$ 170,301	\$ 95.67
vacant	Officer (84 hrs)	\$ 142,754		\$ 26,444		\$ 169,198	\$ 95.06
vacant	Officer (84 hrs)	\$ 142,754		\$ 26,444		\$ 169,198	\$ 95.06
	<b>Average Composite PHR</b>						<b>\$ 123.58</b>
Name	Job Class	Total Labor & Benefits	Services & Supplies	Town Income Overhead Costs (CAP)		Total Staff Costs	Product Hourly Labor Rate
Mattes, John	Dispatcher	\$ 121,490		\$ 26,444		\$ 147,934	\$ 90.48
Bonnevie, Nicole	Dispatcher	\$ 109,087		\$ 26,444		\$ 135,531	\$ 82.89
Miller, Janelle	Dispatcher	\$ 109,086		\$ 26,444		\$ 135,530	\$ 84.97
Gutierrez, Antoinette	Dispatcher	\$ 115,989		\$ 26,444		\$ 142,433	\$ 85.03
	<b>Average Composite PHR</b>						<b>\$ 85.84</b>
Name	Job Class	Total Labor & Benefits	Services & Supplies	Town Income Overhead Costs (CAP)		Total Staff Costs	Product Hourly Labor Rate
Johnson, Erica	CSO/Dispatcher	\$ 98,390		\$ 26,444		\$ 124,834	\$ 78.27
Frew, Jennifer	Exec Assistant	\$ 114,081		\$ 26,444		\$ 140,524	\$ 85.95
	<b>Average Composite PHR</b>						<b>\$ 82.11</b>

\* Assigned as a percentage of contract labor costs

# Appendix B: Planning Fees

**Town of Atherton**  
**Town of Atherton Planning Fees**

				Unit Cost Summary						
Service Location	Fee Name	Service / Fee Status	Actual Work Volume	Direct Unit Cost	Indirect Unit Allocated Costs	Other Costs	Total Cost Assigned	Current Fee / Deposit	Unit Surcharge or (Subsidy)	Staff Recommended Fee/Deposit
<b>A PLANNING FEES</b>										
PL_	Conditional Use Permit/Special Structure Permit	Current	8	\$ 3,728	\$49		\$3,777	\$ 2,000	(\$1,777)	\$ 2,600
PL_	Variance	Current	4	\$ 3,728	\$49		\$3,777	\$ 2,000	(\$1,777)	\$ 2,600
PL_	Heritage Tree Removal Permit	Current	7	\$ 4,180	\$55		\$4,235	\$ 2,000	(\$2,235)	\$ 2,000
PL_	Exception Review	Delete	0	\$ 3,728	\$49		\$3,777	\$ 2,000	(\$1,777)	
PL_	Excessive Height	Delete	0	\$ 3,577	\$47		\$3,624	\$ 2,000	(\$1,624)	
PL_	Lot Line Redesignation	Current	2	\$ 3,577	\$47		\$3,624	\$ 2,000	(\$1,624)	\$ 2,600
PL_	Lot Line Adjustment	Current	2	\$ 1,398	\$18		\$1,417	\$ 2,500	\$1,083	\$ 1,500
PL_	Tentative Parcel Map	Current		\$ -	\$0		\$0	\$ 2,500	\$2,500	\$ 2,600
PL_	Final Parcel Map	Current		\$ -	\$0		\$0	\$ 2,500	\$2,500	\$ 2,600
PL_	Appeal	Current	1	\$ 2,187	\$29		\$2,216	\$ 750	(\$1,466)	\$ 750
PL_	School Master Plan	Current	2	\$ 1,025	\$13		\$1,038	\$ 750	(\$288)	\$ 750
PL_	Initial Review/Negative Declaration	Current		\$ -	\$0		\$0	\$ 2,000	\$2,000	\$ 2,000
PL_	Zoning Ordinance Amendment	Current		\$ -	\$0		\$0	\$ 2,500	\$2,500	\$ 5,000
PL_	General Plan Amendment	Current		\$ -	\$0		\$0	\$ 2,500	\$2,500	\$ 5,000
PL_	Zoning Review for Home Occupation Business	Current	4	\$ 118	\$2		\$119	\$ 81	(\$38)	\$ 95
PL_	Pre-Application Review	Current	1	\$ 45	\$1		\$45		(\$45)	\$ 45
PL_	Street Easement Vacation	Current		\$ -	\$0		\$0		\$0	\$ -
PL_	Code Enforcement - Administrative (Penalty)	Current	3	\$ 936	\$12		\$949		(\$949)	\$ 949
PL_	Initial Review (2 reviews for fee amount; additional reviews billed hourly):	Current		\$ -	\$0		\$0		\$0	
PL_	a. Fence	Current	47	\$ 215	\$3		\$218	\$ 157	(\$61)	\$ 160
PL_	b. Accessory Structures (includes pools)	Current	93	\$ 443	\$6		\$449	\$ 314	(\$135)	\$ 450
PL_	c. Accessory Buildings	Current	48	\$ 953	\$13		\$965	\$ 637	(\$328)	\$ 950
PL_	d. Additions	Current	35	\$ 947	\$12		\$959	\$ 798	(\$161)	\$ 975
PL_	e. New Construction	Current	32	\$ 1,376	\$18		\$1,394	\$ 1,282	(\$112)	\$ 1,400
PL_	Revisions to Previously Approved Plans	Current		\$ -	\$0		\$0		\$0	
PL_				\$ -	\$0		\$0		\$0	
PL_	Technology Surcharge (upgrade and maintain development technology) (3.24% of fee)	Current		\$ -	\$0	\$8,692	3.24%		(\$0)	3.24%
				\$ -	\$0		\$0		\$0	
				\$ -	\$0		\$0		\$0	
<b>POSITION HOURLY RATES</b>										
	Town Planner:	Current		\$ -	\$0	\$ 301.57	\$302	\$ 225	(\$77)	
	Deputy Town Planner:	Current		\$ -	\$0	\$ 206.07	\$206	\$ 177	(\$29)	

**Town of Atherton**  
**Town of Atherton Planning Fees**

				Unit Cost Summary						
Service Location	Fee Name	Service / Fee Status	Actual Work Volume	Direct Unit Cost	Indirect Unit Allocated Costs	Other Costs	Total Cost Assigned	Current Fee / Deposit	Unit Surcharge or (Subsidy)	Staff Recommended Fee/Deposit
	Senior Planner:	Current		\$ -	\$0	\$ 186.97	\$187	\$ 168	(\$19)	
	Associate Planner:	Current		\$ -	\$0	\$ 156.81	\$157	\$ 135	(\$22)	
	Administrative Staff:	Current		\$ -	\$0	\$ 85.95	\$86	\$ 119	\$33	
	Composite Rate for Fee Setting:	Current		\$ -	\$0	\$ 187.47	\$187	\$ 161	(\$26)	

# Appendix C: Building Fees

**Town of Atherton**  
**Town of Atherton - Building Fees**

Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume
Bldg	<b>Permitted Value of Construction</b>			
Bldg	New Habitable Construction	Valuation base: per SF	Current	
Bldg	Remodeled Habitable Construction	Valuation base: per SF	Current	
Bldg	New or Remodeled Non-Habitable Construction	Valuation base: per SF	Current	
Bldg	Valuation - non defined project	Valuation base	New	
Bldg	Non-habitable construction: ie. Patio covers & gazebos (> 1000 Sq Ft or attached to new construction)	Valuation base: per SF	New	
Bldg	<b>Flat Fees **</b>			
Bldg	Swimming pools (first 1000 sf )	Plan check and inspection	New	36
Bldg	Swimming pools (Over 1000 sf)	Plan check and inspection	New	
Bldg	Patio covers & gazebos (up to 1000 Sq Ft)	Plan check and inspection	New	1
Bldg	Drive way gates	Plan check and inspection	New	43
Bldg	Non Habitable new pool house including cabanas (up to and including 1500 sf)	Plan check and inspection	New	14
Bldg	<b>Other Building (Flat) Fees</b>		Current	
Bldg	Plumbing, Mechanical, Electrical (MP&E) Permit (single inspection)		Current	169
Bldg	MP&E each additional inspection		New	
Bldg	MP&E plan check (min .5 hour)		New	
Bldg				
Bldg	Demolition Permit Fee		Current	45
Bldg	Landscape Screening Permit Fee		Current	5
Bldg	Water Well Permit Fee		Current	6
Bldg	Solar Panels Permit Fee *		Current	
Bldg	Heritage Tree Removal - Staff Level (First Tree)		Current	222
Bldg	Heritage Tree Removal - Staff Level (Each Additional Tree)		Current	122
Bldg	Excavation Permit		Delete	
Bldg	Plan check revision Fee (1 hour min)	Hourly	Current	
Bldg	Address Change		Current	
Bldg	Property Search (plus photocopying and/or printing posts and excludes public records searches)	Hourly	Current	
Bldg	Reactivation of an Expired Permit (Up to One-Half the Amount Required for a New Permit for Such Work)		Current	
Bldg	Code Enforcement - Administrative (Penalty)	Hourly	Current	
Bldg	Second Utility Deposit (Ordinance 15.04.040)		Current	
Bldg	Landscape Screening Deposit (Ordinance 17.50.060)		Current	
Bldg	Temporary Occupancy Deposit:			
Bldg	Administrative Fee (TOC)		Current	
Bldg	Excavation Road Deposit (Ordinance 15.04.045)		Current	
Bldg	Recycled Deposit		Current	
Bldg	Reinspection and additional inspections exceeding the normal number of inspections	T&M	Current	
Bldg	Unusual custom projects not reflected in the fee schedule	T&M	New	
Bldg	Technology surcharge (to fund updates and new acquisition of permit systems and digital storage of plans) (3.3% of fee)		New	1
Bldg	Storm water compliance review/inspection	T&M		
Bldg	Tree protection verification (deposit) + COP	T&M	New	
Bldg	Tree protection administration for flat fee permits (initial inspection)		New	148
Bldg	Tree protection administration for flat fee permits (full inspection)		New	
Bldg				
Bldg	Surcharge for General Plan Maintenance and Update (2.0%)		Current	1
Bldg				
Bldg	Reroofing < 5000SF	Per app	New	95
Bldg	Reroofing > 5000SF	Per app	New	
Bldg	Reroofing requiring additional inspections	Per insp.	New	
Bldg	Reroofing requiring plan check (min one hour)	Per PC	New	
Bldg	SMIP Fee (State Mandate)			

Unit Cost Summary						
Direct Unit Cost	Indirect Unit Allocated Costs	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
\$ -	\$0		\$0		\$0	
\$ -	\$0		\$0	\$ 350	\$350	\$ 350
\$ -	\$0		\$0	\$ 300	\$300	\$ 300
\$ -	\$0		\$0	\$ 200	\$200	\$ 200
\$ -	\$0		\$0	\$ 1	\$1	\$ 1
\$ -	\$0		\$0	\$ 100	\$100	\$ 100
\$ 1,073	\$22		\$1,095	\$ 1,800	\$705	\$ 1,095
\$ 1,286	\$27		\$1,313	\$ 2,200	\$887	\$ 1,313
\$ 796	\$17		\$813	\$ 1,900	\$1,087	\$ 813
\$ 796	\$17		\$813	\$ 1,500	\$687	\$ 813
\$ 1,309	\$27		\$1,336	\$ 3,400	\$2,064	\$ 1,336
\$ -	\$0		\$0		\$0	
\$ 140	\$3		\$143	\$ 100	(\$43)	\$ 143
\$ 95	\$2		\$97		(\$97)	\$ 97
\$ 86	\$2		\$88		(\$88)	\$ 88
\$ -	\$0		\$0		\$0	
\$ 280	\$6		\$286	\$ 200	(\$86)	\$ 286
\$ 381	\$8		\$389	\$ 250	(\$139)	\$ 389
\$ 389	\$8		\$397	\$ 500	\$103	\$ 397
\$ 696	\$14		\$710	\$ 250	(\$460)	\$ 500
\$ 256	\$5		\$261	\$ 100	(\$161)	\$ 261
\$ 101	\$2		\$103	\$ 38	(\$65)	\$ 103
\$ -	\$0		\$0	\$ 457	\$457	
\$ 194	\$4		\$198	\$ 54	(\$144)	\$ 198.00
\$ 269	\$6		\$275	\$ 250	(\$25)	\$ 275.00
\$ 90	\$2		\$92	\$ 20	(\$72)	\$ 92.00
\$ -	\$0		\$0			(Up to One-Half the Amount Required for a New Permit for Such Work)
\$ -	\$0		\$0		\$0	
\$ -	\$0		\$0	\$ 5,000	\$5,000	\$ 5,000
\$ -	\$0		\$0	\$ 5,000	\$5,000	\$ 5,000
\$ -	\$0		\$0		\$0	\$ 5,000
\$ 172	\$4		\$176	\$ 152	(\$24)	\$ 176
\$ -	\$0		\$0	\$ 5,000	\$5,000	\$ 5,000
\$ -	\$0		\$0			\$1000 Min & \$500 Min for reroof permits
\$ 118	\$2		\$120	\$ 54	(\$66)	\$ 120
\$ -	\$0		\$0		\$0	
\$ -	\$0	\$44,271	3.3%		(\$0)	3.30%
\$ -	\$0		\$0	\$ 500	\$500	\$ 500
\$ -	\$0		\$0	\$ 2,500	\$2,500	\$ 2,500
\$ 224	\$5		\$229		(\$229)	\$ 229
\$ 561	\$12		\$573		(\$573)	\$ 573
\$ -	\$0		\$0		\$0	
\$ -	\$0	27,000.00	2.0%		(\$0)	2%
\$ -	\$0		\$0		\$0	
\$ 322	\$7		\$328		(\$328)	\$ 328
\$ 449	\$9		\$458		(\$458)	\$ 458
\$ 127	\$3		\$130		(\$130)	\$ 130
\$ 172	\$4		\$176		(\$176)	\$ 176
\$ -	\$0		\$0		\$0	Residential: valuation amount X 0.0001 Commercial: valuation Amount X 0.00021

**Town of Atherton**  
**Town of Atherton - Building Fees**

Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume
Bldg	Building Standards Administration Special Revolving Fund ( Senate Bill No. 1473 State Mandate)			

Unit Cost Summary						
Direct Unit Cost	Indirect Unit Allocated Costs	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
\$ -	\$0		\$0		\$0	Permit Valuation: \$1-25,000 = \$1; \$25,001-50,000 = \$2; \$50,001 - 75,000 = \$3; \$75,001 - 100,000 = \$4; Every \$25,000 or fraction thereof above \$100,000 = Add \$1

\* State mandated limit of \$500

Table for 10.43% increase

Total Valuation	Building Permit Fee	Plan Review Fee
\$1.00 to \$500	\$24.70	65% of Building Permit Fee
\$501 to \$2,000	\$25.95 for the first \$2,000, plus \$3.37 for each additional \$1,000, or fraction thereof, to and including \$2,000	65% of Building Permit Fee
\$2,001 to \$25,000	\$76.47 for the first \$2,000, plus \$15.46 for each additional \$1,000, or fraction thereof, to and including \$25,000	65% of Building Permit Fee
\$25,001 to \$50,000	\$432.06 for the first \$25,000, plus \$11.15 for each additional \$1,000, or fraction thereof, to and including \$50,000	65% of Building Permit Fee
\$50,001 to \$100,000	\$710.89 for the first \$50,000, plus \$7.73 for each additional \$1,000, or fraction thereof, to and including \$100,000	65% of Building Permit Fee
\$100,001 to \$500,000	\$1,097.40 for the first \$100,000, plus \$6.18 for each additional \$1,000, or fraction thereof, to and including \$500,000	65% of Building Permit Fee
\$500,001 to \$1,000,000	\$3571.03 for the first \$500,000, plus \$5.25 for each additional \$1,000, or fraction thereof, to and including \$1,000,000	45% of Building Permit Fee
1,000,001 and up	\$6,193.74 for the first \$1,000,000, plus \$4.03 for each additional \$1,000, or fraction thereof.	45% of Building Permit Fee

# Appendix D: Engineering Fees

**Town of Atherton**  
**Town of Atherton Engineering Fees**

Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume
Eng_	<b>Encroachment Permits</b>			
Eng_	<b>Class A - One Inspection Required:</b>	Per app	Current	
Eng_	Driveway Connection to Street:	Per app	Current	10
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	<b>Class B - Two Inspections Required:</b>	Per app	Current	
Eng_	Driveway Connection to Street:	Per app	Current	4
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	<b>Class C - Three or More Inspections Required:</b>	Per app	Current	
Eng_	Driveway Connection to Street - Asphalt/Pavers:	Per app	Current	
Eng_	Without Driveway Culvert (up to 3 inspections)	Per app	Current	13
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	With Driveway Culvert (up to 4 inspections)	Per app	Current	2
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	Driveway Connection to Street - Concrete:	Per app	Current	
Eng_	Without Driveway Culvert (up to 4 inspections)	Per app	Current	1
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	With Driveway Culvert (up to 5 inspections)	Per app	Current	
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_	<b>Class D - Public Right of Way</b>	Per app	Current	
Eng_	Right-of-Way Landscaping, Fence, Etc. - Minor Construction (up to 2 inspections)	Per app	Current	20
Eng_	Additional Plan Check	Per app	Current	
Eng_	Additional Inspection	Per app	Current	
Eng_		Per app	Current	
Eng_	Right-of-Way Landscaping, Fence, Etc. - Standard (up to 2 inspections)	Per app	Current	17

Unit Cost Summary					
Direct Unit Cost	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
\$ -		\$0		\$0	
\$ 211		\$211	\$ 266	\$55	\$ 211
\$ 48		\$48	\$ 133	\$85	\$ 48
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ -		\$0		\$0	
\$ 281		\$281	\$ 465	\$184	\$ 281
\$ 48		\$48	\$ 199	\$151	\$ 48
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ -		\$0		\$0	
\$ 352		\$352	\$ 665	\$313	\$ 352
\$ 48		\$48	\$ 266	\$218	\$ 48
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ 438		\$438	\$ 864	\$426	\$ 438
\$ 63		\$63	\$ 332	\$269	\$ 63
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ -		\$0		\$0	
\$ 438		\$438	\$ 864	\$426	\$ 438
\$ 63		\$63	\$ 332	\$269	\$ 63
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ 509		\$509	\$ 997	\$488	\$ 509
\$ 63		\$63	\$ 332	\$269	\$ 63
\$ 71		\$71	\$ 133	\$62	\$ 71
\$ -		\$0		\$0	
\$ 284		\$284	\$ 199	(\$85)	\$ 284
\$ 96		\$96	\$ 66	(\$30)	\$ 96
\$ 96		\$96	\$ 133	\$37	\$ 96
\$ -		\$0		\$0	
\$ 379		\$379	\$ 399	\$20	\$ 379

**Town of Atherton**  
**Town of Atherton Engineering Fees**

					Unit Cost Summary					
Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume	Direct Unit Cost	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
Eng_	Additional Plan Check	Per app	Current		\$ 96		\$96	\$ 133	\$37	\$ 96
Eng_	Additional Inspection	Per app	Current		\$ 96		\$96	\$ 133	\$37	\$ 96
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Connection to Storm Drain or Atherton Channel:	Per app	Current		\$ -		\$0		\$0	
Eng_	a. In Pavement	Per app	Current		\$ 471		\$471	\$ 1,197	\$726	\$ 471
Eng_	Additional Plan Check	Per app	Current		\$ 96		\$96	\$ 399	\$303	\$ 96
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	b. Outside Pavement	Per app	Current		\$ 400		\$400	\$ 864	\$464	\$ 400
Eng_	Additional Plan Check	Per app	Current		\$ 96		\$96	\$ 399	\$303	\$ 96
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Utility - Minor (One Inspection Required):	Per app	Current	5	\$ 259		\$259	\$ 266	\$7	\$ 259
Eng_	Additional Plan Check	Per app	Current		\$ 48		\$48	\$ 133	\$85	\$ 48
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Utility Connect/Disconnect:	Per app	Current		\$ -		\$0		\$0	
Eng_	a. In Pavement	Per app	Current	78	\$ 352		\$352	\$ 864	\$512	\$ 352
Eng_	Additional Plan Check	Per app	Current		\$ 48		\$48	\$ 266	\$218	\$ 48
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	b. Outside Pavement	Per app	Current	117	\$ 281		\$281	\$ 665	\$384	\$ 281
Eng_	Additional Plan Check	Per app	Current		\$ 48		\$48	\$ 266	\$218	\$ 48
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Utility Main:	Per app	Current		\$ -		\$0		\$0	
Eng_	a. In Pavement	Per app	Current	43	\$ 471		\$471	\$ 598	\$127	\$ 471
Eng_	Additional Plan Check	Per app	Current		\$ 96		\$96	\$ 665	\$569	\$ 96
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	b. Outside Pavement	Per app	Current	4	\$ 400		\$400	\$ 665	\$265	\$ 400
Eng_	Additional Plan Check	Per app	Current		\$ 96		\$96	\$ 665	\$569	\$ 96

**Town of Atherton**  
**Town of Atherton Engineering Fees**

					Unit Cost Summary					
Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume	Direct Unit Cost	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
Eng_	Additional Inspection	Per app	Current		\$ 71		\$71	\$ 133	\$62	\$ 71
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Telecommunication and Utilities Installation Permit (25 ft or less):	Per app	Current		\$ -		\$0		\$0	
Eng_	i. Without Trenching	Per app	Current		\$ 1,758		\$1,758	\$ 66	(\$1,692)	\$ 1,758
Eng_	ii. With Trenching	Per app	Current		\$ 1,829		\$1,829	\$ 133	(\$1,696)	\$ 1,829
Eng_	iii With Trenching > 25 LF (per 100 LF or fraction thereof)	Per app	Current		\$ 333		\$333	\$ 11	(\$322)	\$ 333
Eng_	Property Improvement Permits and Reviews	Per app	Current		\$ -		\$0		\$0	
Eng_	Grading and Drainage:	Per app	Current		\$ -		\$0		\$0	
Eng_	a. Without Detention System	Hourly/m in	Current	1	\$ 1,272		\$1,272	\$ 1,330	\$58	\$ 1,272
Eng_	b. With Detention System	Hourly/m in	Current	22	\$ 1,272		\$1,272	\$ 1,995	\$723	\$ 1,272
Eng_	c. With Multiple Detention Systems	Hourly/m in	Current	11	\$ 1,696		\$1,696	\$ 2,394	\$698	\$ 1,696
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Detention System Annual Report Filing	Per app	Current	34	\$ 424		\$424	\$ 80	(\$344)	\$ 424
Eng_	Detention System Annual Report - Submittals Out of Compliance	Per app	Current	0	\$ 424		\$424	\$ 199	(\$225)	\$ 424
Eng_	StormWater Permit Compliance Review/Inspection Deposit	Hourly	New		\$ -		\$0		\$0	\$ 500
Eng_	StormWater Permit Compliance Review/Inspection	Hourly	New		\$ -		\$0		\$0	
Eng_	Stop Work Order (Penalty)	50% of permit	Current		\$ -		\$0		\$0	
Eng_	Code Enforcement - Administrative (Penalty)	Hourly	Current		\$ -		\$0		\$0	
Eng_		Per app	Current		\$ -		\$0		\$0	
Eng_	Public Works application fee	Per app	Current	314	\$ 117		\$117	\$ 199	\$82	\$ 117
Eng_	Oversized load permit (outside of right of way)	Per app	Current		\$ 333		\$333		(\$333)	\$ 333
Eng_	Technology Surcharge (upgrade and maintain development technology) (1.9% of fee)	Per app	Current		\$ -	4156.5	1.9%		(\$0)	1.86%

**Town of Atherton**  
**Town of Atherton Engineering Fees**

					Unit Cost Summary					
Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume	Direct Unit Cost	Other Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
Eng_	Additional work not reflected above - at cost	Hourly	Current		\$ -		N/A			
<b>PW Staff Hourly Rates</b>										
	Public Works Superintendent	Houly			\$ -	\$ 191.46	\$191	\$ 133	(\$58)	
Eng_	Asst/Assoc Engineer	Houly	Current		\$ -	\$ 141.32	\$141	\$ 133	(\$8)	
Eng_	Eng Tech	Houly	Current		\$ -	\$ 92.20	\$92	\$ 133	\$41	
Eng_	PW Director/Engineer		Current		\$ -	\$ 222.73	\$223	\$ 133	(\$90)	

# Appendix E: Police Fees

**Town of Atherton**  
**Town of Atherton - Police Fees**

				Unit Cost Summary						
Service Location	Fee Name	Unit	Service / Fee Status	Direct Unit Cost	Indirect Unit Allocated Costs	Project Mgt and Engineering Costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fee
A										
PL_	Copy of Police Report:		Current	\$ -	\$0		\$0		\$0	
PL_	Without Photos or Tape Copies		Current	\$ 31	\$0		\$31	\$ 18	(\$13)	\$ 0.25
PL_	With Photos or Tape Copies	Hourly	Current	\$ 260	\$0		\$260	\$ 106	(\$154)	\$ 50
PL_	Vehicle Releases		Current	\$ 65	\$0		\$65	\$ 53	(\$12)	\$ 65
PL_	Alarm Registration		Current	\$ 61	\$0		\$61	\$ 25	(\$36)	\$ 61
PL_	Alarm Alert Signs		Current	\$ 124	\$0		\$124	\$ 30	(\$94)	\$ 40
PL_	Garage Sale/Estate Sale Permits		Current	\$ 21	\$0		\$21	\$ 18	(\$3)	\$ 21
PL_	Fingerprints (plus DOJ processing of \$53)		Current	\$ 28	\$0	53	\$81	\$ 53	(\$28)	\$ 75
PL_	Solicitor Permit (Valid for six months; business license required)		Current	\$ 31	\$0		\$31	\$ 44	\$13	\$ 31
PL_	After Hours Emergency Construction Permits		Current	\$ 62	\$0		\$62	\$ 141	\$79	\$ 62
PL_	Special Service Request:		Current	\$ 21	\$0		\$21		(\$21)	\$ 21
PL_	Administrative Fee		Current	\$ -	\$0		\$0	\$ 18	\$18	\$ -
PL_	On-Site Personnel Fee	Hourly (2 Hr min)	Current	\$ 260	\$0		\$260		(\$260)	\$ 260
PL_	Clearance Letter		Current	\$ 21	\$0		\$21	\$ 18	(\$3)	\$ 21
PL_	Microfilmed Reports	Hourly	Current	\$ 62	\$0		\$62	\$ 106	\$44	\$ 62
PL_	Code Enforcement - Administrative (Penalty)	Hourly	Current	\$ -	\$0		\$0		\$0	\$ -
PL_	False Alarms: (up to 3 false alarms annually)		Current	\$ 584	\$0		\$584	\$ -	(\$584)	
PL_	4th false alarm*		Current	\$ 195	\$0	\$ 87.60	\$282		(\$282)	
PL_	5th false alarm*		Current	\$ 195	\$0	\$ 146.01	\$341		(\$341)	
PL_	6th false alarm*		Current	\$ 195	\$0	\$ 204.41	\$399		(\$399)	
PL_	7th all succeeding false alarms*		Current	\$ 195	\$0	\$ 146.01	\$341		(\$341)	
PL_			Current	\$ -	\$0		\$0		\$0	
PL_			Current	\$ -	\$0		\$0		\$0	
	Records/Communications Staff:	Hourly	Current	\$ 122	\$0		\$122	\$ 106	(\$16)	
	Patrol/Investigations Staff:	Hourly	Current	\$ 130	\$0		\$130	\$ 141	\$11	

\* Requires Town ordinance

**Appendix F: Parks and Facility Rental Fees**

**Town of Atherton**  
Town of Atherton

Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume	Recovered Revenue Volume	Variance
A	<b>Park Rental Fees</b>					
PR	<b>The Main House</b>		New			0
PR	(Monday - Thursday afternoon)		New			0
PR	Half day		New	40	28	12
PR	Full day (until 4:00PM)		New	27	23	4
PR	Evenings (5:00 PM to midnight)		New	0		0
PR			New			0
PR	Friday evening (5:00 PM to midnight)		New	0		0
PR			New	0		0
PR	Saturday & Sunday day use (full day)		New	3	3	0
PR	Saturday & Sunday evenings (5:00 PM - midnight)		New	0		0
PR			New			0
PR	<b>Carriage House</b>		New			0
PR	(Monday - Thursday afternoon)		New			0
PR	Half day		New	3	1	2
PR	Full day (until 4:00PM)		New	12	12	0
PR	Evenings (5:00 PM to midnight)		New	0		0
PR			New			0
PR	Friday evening (5:00 PM to midnight)		New	0		0
PR	Saturday & Sunday day use (half day)		New	0		0
PR	Saturday & Sunday day use (full day)		New	8	6	2
PR	Saturday & Sunday evenings (5:00 PM - midnight)		New	0		0
PR			New			0
PR	<b>Jennings Pavilion</b>		New			0
PR	(Monday - Thursday afternoon)		New			0
PR	Half day		New	8	6	2
PR	Full day (until 4:00PM)		New	22	19	3
PR	Evenings (5:00 PM to midnight)		New	2	0	2
PR			New			0
PR	Friday evening (5:00 PM to midnight)		New	0		0

Unit Cost Summary			
Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fees
\$0		\$0	
\$0		\$0	
\$786		(\$786)	\$ 400
\$1,054		(\$1,054)	\$ 700
\$1,054		(\$1,054)	\$ 700
\$0		\$0	
\$1,054		(\$1,054)	\$ 700
\$0		\$0	
\$1,054		(\$1,054)	\$ 1,500
\$1,143		(\$1,143)	\$ 1,500
\$0		\$0	
\$0		\$0	
\$741		(\$741)	\$ 400
\$1,009		(\$1,009)	\$ 700
\$1,098		(\$1,098)	\$ 700
\$0		\$0	
\$1,098		(\$1,098)	\$ 700
\$741		(\$741)	\$ 400
\$1,009		(\$1,009)	\$ 700
\$1,009		(\$1,009)	\$ 700
\$0		\$0	
\$0		\$0	
\$0		\$0	
\$808		(\$808)	\$ 700
\$1,165		(\$1,165)	\$ 900
\$1,165		(\$1,165)	\$ 900
\$0		\$0	
\$1,165		(\$1,165)	\$ 1,200

**Town of Atherton**  
*Town of Atherton*

Service Location	Fee Name	Unit	Service / Fee Status	Actual Work Volume	Recovered Revenue Volume	Variance
PR	Saturday & Sunday day use (half day)		New	0		0
PR	Saturday & Sunday day use (full day)		New	4	3	1
PR	Saturday & Sunday evenings (5:00 PM - midnight)		New			0
PR			New			0
PR	Security Deposit		New			0
PR	Main House and Carriage House		New	73		73
PR	Jennings Pavilion		New	28		28
PR			New			
PR	Staff labor rates		New			0
PR	Facility maintenance staff for services related to facility maintenance and preparation (Before & After Events)		New			0
PR	Facility attendant staff for services related to on-site availability during event		New			0
PR			Current			0

Unit Cost Summary			
Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)	Staff Recommended Fees
\$808		(\$808)	\$ 1,500
\$1,165		(\$1,165)	\$ 2,500
\$1,165		(\$1,165)	\$ 2,500
\$0		\$0	
\$0		\$0	
\$0	\$ 500	\$500	\$ 500
\$0	\$ 1,000	\$1,000	\$ 1,000
\$0		\$0	
\$0		\$0	
\$89	\$ 110	\$21	\$ 100
\$89	\$ 110	\$21	\$ 50
\$0		\$0	



## **Item 21 Town of Atherton**

### **CITY COUNCIL STAFF REPORT – REGULAR AGENDA**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GEORGE RODERICKS, CITY MANAGER  
**DATE:** JUNE 19, 2013  
**SUBJECT:** SELECTION OF VICE MAYOR

#### **RECOMMENDATION**

That the Mayor declare the office of Vice Mayor vacant and that the Council conduct a selection of Vice Mayor.

#### **BACKGROUND**

On June 10 staff received notice from Vice Mayor Carlson that he would be resigning from the post of Vice Mayor at the June 19 City Council meeting. In order to facilitate the selection of a replacement Vice Mayor, staff has agendaized the item for action by the Council.

#### **FISCAL IMPACT**

None.



## Item 22 Town of Atherton

### CITY COUNCIL STAFF REPORT – REGULAR AGENDA

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GEORGE RODERICKS, CITY MANAGER  
DATE: JUNE 19, 2013  
SUBJECT: CITY COUNCIL VACANCY DISCUSSION

#### **RECOMMENDATION**

Review and Discuss.

#### **BACKGROUND**

Council Member Carlson has advised that he will be resigning from the City Council effective July 1, 2013. Per the California Government Code, following the effective date of the resignation the Council has 60 days to either fill the vacancy by appointment or fill the vacancy by calling a special election for the next regularly scheduled election date not less than 114 days from the call of the special election.

#### **FINDINGS**

The Council's options are:

- 1) Independently as a Council, discuss and agree on a candidate to appoint and appoint a candidate to fill the unexpired term.
  - a. If this is the Council's option to pursue, the Council has 60 days within which to make the decision and act on the appointment.
  - b. An appointment decision cannot be made prior to July 1, 2013.
- 2) Host an "open house" and invite candidates to participate with resumes; conduct interviews by the Council; and, within 60 days of July 1, appoint a candidate to fill the unexpired term.

- a. If this is the Council's option to pursue, the Council could schedule the "open house;" advertise and invite candidates to come with resumes for interviews; and discuss and agree on a candidate to appoint.
  - b. The Council has 60 days from July 1 within which to make the decision and act on the appointment.
  - c. A decision cannot be made prior to July 1; however, the Council could advertise for and host an "open house" prior to that date.
- 3) Discuss and decide to hold a special election to fill the unexpired term.
- a. In order to consolidate the special election with the November election, the Council would have to decide and call the election by July 12. A candidate nomination period would begin July 16.
  - b. The Council cannot call for the special election prior to July 1.

*If it is the Council's desire to hold an open house, review candidates, and then decide whether to call the special election or appoint it must do all of these things prior to July 12.*

**FISCAL IMPACT**

None.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT - REGULAR**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: GEORGE RODERICKS, CITY MANAGER  
THERESA DELLASANTA, CITY MANAGER**

**DATE: MAY 15, 2013**

**SUBJECT: ADOPT RESOLUTION 13-xx DESIGNATING A VOTING DELEGATE  
AND UP TO TWO ALTERNATE TO THE LEAGUE OF CALIFORNIA  
CITIES ANNUAL CONFERENCE – SEPTEMBER 18-20, SACRAMENTO**

#### **RECOMMENDATION:**

Adopt Resolution 13-XX designating a voting delegate and an alternate to the League of California Cities Annual Conference in Sacramento.

#### **BACKGROUND:**

The League's 2013 Annual Conference is scheduled for Wednesday, September 18 through Friday, September 20 in Sacramento. The Annual Business meeting is scheduled for 12:00 p.m. on Friday, September 20. At this meeting the League membership considers and takes action on resolutions that establish League policy. The resolution packet is attached to this staff report.

In order to vote at the Annual Business meeting, City Council must designate a voting delegate. Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. In order to cast a vote at least one person must be present at the Business Meeting and in possession of the voting delegate card.

#### **FISCAL IMPACT:**

2012 Registration per Council Member:

Full 3-day registration = \$525.00

Friday (1-day) registration = \$250.00

Attachments: Resolution 13-xx

League of California Cities Info. RE: Annual Conference

**Resolution No. 13-xx**

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON DESIGNATING COUNCIL MEMBER \_\_\_\_\_ AS THE VOTING DELEGATE AND COUNCIL MEMBER \_\_\_\_\_ AS THE ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING TO BE HELD ON SEPTEMBER 20, 2013

WHEREAS, The League of California Cities Annual Business meeting will be held on September 20, 2013 and

WHEREAS, The League of California Cities Bylaws require that a city’s voting delegate be designated by the City Council and that the voting delegate must be registered to attend the conference and be present at the business meeting.

NOW, THEREFORE BE IT RESOLVED that

1) The City Council designates Council Member \_\_\_\_\_ as the voting delegate for the League of California Cities Annual Conference Business meeting to be held on Friday, September 20, 2013

2) The City Council designates Council Member \_\_\_\_\_ as the alternate voting delegate for the League of California Cities Annual Conference Business meeting to be held on Friday, September 20, 2013

3) That the City Council directs the City Clerk to transmit a copy of this resolution to the League of California Cities.

\* \* \* \* \*

*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 15<sup>th</sup> day of May, 2013 by the following vote:*

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

\_\_\_\_\_  
Elizabeth Lewis, Mayor  
Town of Atherton

ATTEST:

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Theresa N. DellaSanta  
City Clerk

APPROVED AS TO FORM:

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William B. Conners  
City Attorney



## Item 24 Town of Atherton

### CITY COUNCIL STAFF REPORT – REGULAR AGENDA

TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER

FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR

DATE: JUNE 19, 2013

SUBJECT: APPROVAL OF RANKING OF CIVIC CENTER MASTER PLAN  
CONSULTANTS AND AUTHORIZATION TO NEGOTIATE  
AGREEMENT

#### **RECOMMENDATION:**

1. Approve the ranking of proposers recommended by the CCAC for preparation of a Civic Center Master Plan
2. Authorize staff to negotiate an agreement with HMC, the highest-ranked firm, to prepare the Civic Center Master Plan and to proceed to next highest ranked firm(s) if negotiations are not successful.

#### **BACKGROUND**

On March 20, 2013, City Council approved issuance of a Request for Proposal for a Civic Center Master Plan. The RFP was noticed on the Town's Web site and notices were sent to architects registered with the Town, including firms which had previously proposed on the Town Center. Five proposals were received April 25. A CCAC sub-committee screened and ranked all proposals using criteria stated in the RFP and developed interview questions for all firms. The CCAC accepted the sub-committee's rankings and selected four of the firms to be interviewed. In order to make the proposals efficient, the interview questions were distributed to the invited firms prior to the interviews, which were conducted on May 29 and June 3. Another CCAC sub-committee performed reference checks on the top firms. All references received for the top three firms were very good. Work plans from the four firms, including hours by position, were shared with the CCAC. Proposed hours ranged from 1,200 to approximately 2,000 hours, which would translate to a fee of between \$200,000 and \$300,000.

#### **FINDINGS**

Following all interviews, CCAC members (excluding Mayor Lewis and Council member Dobbie, in order to avoid conflict-of-interest) ranked the four firms in the following order: HMC/BP&A, BMS, HKS, and LPA. HMC received its top ranking based on their qualifications and their presentation, where their principals and lead staff worked well together, their detailed graphics which captured the presentation, their grasp of the project, their well thought-out process and very good references. The CCAC requested that the agreement with HMC includes cost estimating and also an optional task to explore alternative financing mechanisms, including grants.

At the conclusion of the selection process, staff opened the sealed envelope from HMC which contained their proposed fee of \$289,800. Staff contacted HMC and informed them of their ranking and that the Capital Improvement Program budget is \$150,000, which should be considered as a maximum figure, and suggested a revised limit of \$130,000. HMC's project manager replied that they are sure that they will be able to propose a scope and fee which meets the Town's needs.

Following City Council action, staff will negotiate a revised scope of work and fee and incorporate them into an agreement with the selected firm which will be presented to City Council on July 17 for approval.

### **FISCAL IMPACT**

The 2012-13 Capital Improvement Program does not include funding for a Civic Center Master Plan. Potential sources of funding for the Master Plan are Fund 406- Facilities Construction, with a balance of \$2,087,425, Fund 213- Library, with a fund balance of \$5,850,461 and the Town's General Fund.

Concurrent with the Council's selection of a Master Plan consultant, staff will propose an appropriate allocation of funds.

Prepared By:

Approved:

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Mike Kashiwagi  
Director of Public Works

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George Rodericks  
City Manager



## Item 25 Town of Atherton

### CITY COUNCIL STAFF REPORT – REGULAR AGENDA

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: JUNE 19, 2013

SUBJECT: ADOPTION OF SECOND AMENDMENT TO THE SOUTH BAYSIDE MANAGEMENT AUTHORITY (SBWMA) JOINT POWERS AUTHORITY (JPA) AGREEMENT TO CHANGE THE COMPOSITION OF THE BOARD OF DIRECTORS

#### **RECOMMENDATION**

Adopt the Second Amendment to the South Bayside Waste Management Authority (SBWMA) Joint Powers Authority (JPA) Agreement to define the SBWMA Board of Directors as being comprised of an elected official from each of the member agencies' governing bodies.

#### **BACKGROUND**

On December 9, 1999, the twelve member agencies of the SBWMA (also currently referred to as RethinkWaste) entered into a JPA Agreement. This agreement specifies the SBWMA's purpose, powers and governance, among other matters. The Agreement defined the Board of Directors to include one staff person from each member agency from a list of possible position titles.

A Blue Ribbon Task Force was formed in February 2012, comprised of elected officials from SBWMA member agencies interested in discussing the Authority's governance structure and related topics. The Task Force met on March 20 and April 24, 2013. The minutes reflect who was in attendance at the meetings. Redwood City Council Member Jeff Ira was selected by general consensus as the Chair of the Blue Ribbon Task Force, with Redwood City staff agreeing to complete the follow up work requested at each meeting.

#### **FINDINGS**

During the April 24 Task Force meeting, a staff report was presented with information regarding the governance models of six solid waste JPAs in Northern California and four other types of

local JPAs in which various SBWMA members participate. The Task Force also invited comment from SBWMA Executive Director, Kevin McCarthy and previous Board Chair Larry Patterson (City of San Mateo Public Works Director).

Task Force members observed that the SBWMA is the only JPA among those reviewed that has a board comprised of staff rather than elected officials. They also reflected on how the needs of the SBWMA JPA have changed over time. The expertise of member agency staff was essential on the board when the Authority was not yet staffed with an Executive Director and when highly technical matters dominated the board's agenda. However, the important business of the board is now more policy-oriented, addressing matters like budgets, service levels and rates. Task Force members suggested that such matters belong in the purview of elected officials and that accountability to SBWMA ratepayers might be better achieved by having an elected official from each member agency on the board.

Previous Board Chair Patterson commented that if the board membership is to change, this would be a good time since it allows for a smooth transition several years before the Authority will begin the process of entering into a new solid waste franchise agreement. The Task Force members stressed the importance of the continued involvement of member agency staff to support this transition and the ongoing effectiveness of the JPA. They recognized the critical role of member agency staff in providing institutional knowledge and professional expertise and noted different ways this can be achieved, including staff-council briefings within each member agency and the formation of a staff technical advisory committee to work in support of the board. Task Force members shared their experience with the effective use of technical advisory committees as part of other JPAs.

The Task Force members present at the April 24 meeting, representing 10 of the 12 SBWMA member agencies, voted unanimously to recommend that the SBWMA JPA Agreement be modified to define the JPA board as being comprised of an elected official from each of the member agencies' governing bodies. In accordance with this direction, Redwood City staff was asked to prepare a draft amended JPA agreement. This is the Second Amended and restated Agreement since the Agreement was first amended and restated on January 17, 2006 to reflect changes in governance, hiring an Executive Director and items that require member agency approval. A minor, technical change was also made to the JPA on June 4, 2002 to modify the definition of the fiscal year. Amendment of the JPA agreement requires approval by two-thirds (8 of 12) of the JPA members. It was the Task Force's hope that all member agencies would act on this item by the end of July 2013.

Additionally, the Task Force encouraged the new SBWMA board, if and when formed, to establish and determine the role and duties of a technical advisory committee that would support the board and be comprised of member agency staff. They also suggested that any new board should review and determine the need for additional revisions to the JPA Agreement. The task force felt these items should be the first orders of business if a new board is established.

### **FISCAL IMPACT**

None.

**ATTACHMENTS**

Second Amendment to Agreement  
March 20 Blue Ribbon Task Force Meeting Minutes  
April 24 Blue Ribbon Task Force Meeting Minutes

**First-Second Amended and Restated**  
**Joint Exercise of Powers Agreement**  
**South Bayside Waste Management Authority**

This First-Second Amended and Restated Joint Exercise of Powers Agreement is entered into this \_\_\_ day of \_\_\_\_\_ 2013~~05~~, pursuant to the provisions of the Joint Exercise of Powers Act (Title 1, Division 7, Article 1, §6500 et seq. of the California Government Code) relating to the joint exercise of powers among the County of San Mateo and those cities, and towns listed in Exhibit A and B, hereafter collectively called “Agencies.”

**RECITALS**

**A. WHEREAS** the Agencies heretofore entered into a Joint Exercise of Powers Agreement on December 9, 1999 (the JPA Agreement). The JPA Agreement was first amended on June 4, 2002 to modify the definition of the Fiscal Year. The JPA Agreement was first amended and restated on January 17, 2006 to: 1) Establish the position of Executive Director; 2) Include items that require member agency approval; 3) Clarify member agency staff positions for Board membership; and 4) Have the Board annually select the Chair.

The JPA Agreement was second amended and restated on \_\_\_\_\_ to modify the composition of the Board of Directors; and

**B. WHEREAS** the Agencies are responsible for the health and safety of the citizens within their geographic boundaries; and

**C. WHEREAS** the Agencies regulate Solid Waste, Recyclable Material, and Plant Material Collection in areas under their jurisdiction and award Franchises for Collection to private organization(s), herein called “Collector(s)”; and

**D. WHEREAS** the Agencies find it in their mutual economic interest to address Solid Waste and Recycling issues on a regional level; and that the costs for planning and implementing Solid Waste and Recycling Programs will be based on a fair and equitable allocation system that considers the relative benefits to each Agency and the additional cost of services provided to each Agency; and

**E. WHEREAS** the Agencies have used and are committed to owning and using certain regional Facilities located in the City of San Carlos, which are part of the San Mateo County Integrated Waste Management Plan, as approved by the California Integrated Waste Management Board; and

**F. WHEREAS** the ownership and use of these regional Solid Waste Facilities provides economic benefits to the ratepayers of the Agencies; and

**G. WHEREAS** the California Integrated Waste Management Act (CIWMA) (California Public Resources Code, §40000 et seq.) requires that the Agencies reduce by fifty (50) percent the amount of Solid Waste they landfill by the end of the year 2000; and

**H. WHEREAS** the CIWMA requires that the Agencies prepare, adopt, and implement source reduction and recycling elements to meet the fifty (50) percent reduction goal; and

**I. WHEREAS** the Agencies intend to coordinate their efforts to produce and share Solid Waste, Recyclable Material and Plant Material reports, including program and operational information derived from the operation of regional Facilities, as required by California Public Resources Code, §40000 et seq.; and

**J. WHEREAS** each Agency has the authority to regulate their Solid Waste, Recyclable Material, and Plant Material stream, including the Collection, Transfer, Transportation, and Processing thereof, and has the authority to establish rates for the conduct of such functions; and

**K. WHEREAS** Solid Waste from each Agency is landfilled at the Ox Mountain Sanitary Landfill located off State Highway 92, approximately two miles east of Half Moon Bay; and

**L. WHEREAS** in the absence of a regional Solid Waste Transfer Facility, Solid Waste Collectors would individually have to travel to Ox Mountain to dispose of Solid Waste, which would increase (a) driving distances and times, (b) the size and cost of the Collection vehicles, (c) traffic and congestion on the highways, and (d) the wear and tear on the highways; altogether which would increase the costs to Solid Waste Collection ratepayers; and

**M. WHEREAS** each Agency has been a member of the South Bayside Waste Management Authority (SBWMA) under a Joint Exercise of Powers Agreement dated December 9, 1999, and has since enjoyed the benefits of such membership, and in accordance with the terms of that agreement has directed its Solid Waste to be Processed at the regional Facility; and

**N. WHEREAS** modifying the method of Solid Waste, Recyclable Material, and Plant Material Collection, Transfer and Transportation Processing and Disposal could cause disruptions in service to the ratepayers; and

**O. WHEREAS** California Government Code §6500 et seq. (Joint Exercise of Powers Act) permits two or more public agencies to create joint powers authorities for the purposes cited herein, and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities; and

**P. WHEREAS** the Agencies' use of regional Solid Waste, Recyclable Material and Plant Material Collection and Processing Facilities under the SBWMA provides a proven history of economic and environmental benefits to its users; and

**Q. WHEREAS** the parties to this Agreement wish to continue to possess ownership over these regional Solid Waste Facilities; and

**R. WHEREAS** each Agency has the individual power to plan, acquire, construct, manage, regulate, operate, and control Facilities and operations for the Collection, Transfer, and Transportation, Processing, and Disposal of Solid Waste, Recyclable Material, and Plant Material generated within its jurisdictional boundaries, as well as to create and issue Franchise agreements for such activities; and

**S. WHEREAS** the Agencies have issued Revenue Bonds to pay for the purchase of these Facilities in March 2000;

**NOW, THEREFORE BE IT RESOLVED** that the Agencies do hereby establish the South Bayside Waste Management Authority for the purpose of owning, financing, administering, and operating regional Facilities and for administering rates for Solid Waste and diversion programs and do hereby agree as follows:

## ARTICLE 1. DEFINITIONS

**1.1 Definitions.** Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit C to this Agreement, which is attached hereto and incorporated by reference.

## ARTICLE 2. PURPOSE

**2.1 Purpose.** This Agreement is entered into pursuant to the Act to provide for the exercise of powers as provided therein, and to provide for the joint exercise of certain powers common to the Agencies. The purpose of this Agreement is to provide for the joint ownership, financing, administration, and operation of the Facilities, and for the joint planning, adoption, financing, administration, management, review, monitoring, enforcement, and reporting of Solid Waste, Recyclable Material, and Plant Material Collection activities in the Service Area. By entering this joint powers authority, the Agencies earn economic benefits not realized when using alternate means of Transferring and Transportation Processing of Solid Waste, Recyclable Material and Plant Materials and Disposal of Solid Waste. Further, the establishment of this joint powers authority provides for the economic viability and utilization requirement of the Facilities.

## ARTICLE 3. CREATION OF AUTHORITY

**3.1 Creation.** Pursuant to the Act, the Agencies hereby create and establish a public entity to be known as the “South Bayside Waste Management Authority” (SBWMA).

**3.2 Separate Entity.** The SBWMA shall be a public entity separate from the Agencies, and separate from the SBTSA.

**3.3 Assets, Rights, and Liabilities.** The assets, rights, debts, liabilities, and obligations of the SBWMA shall not constitute assets, rights, debts, liabilities, or obligations of any of the Agencies or the SBWMA. However, nothing in this Agreement shall prevent any Agency from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the SBWMA, provided that both the Board and that Agency approve such contract or assumption.

## ARTICLE 4. TERM

**4.1 Effective Date.** This ~~First~~ Second Amended Agreement shall be dated as of, and become effective on, the date of its execution by the last of the Founding Members (Effective Date).

**4.2 Term.** This Agreement shall continue at least until December 31, 2019, or such further period of time necessary to repay any revenue bonds issued by the SBWMA, and thereafter shall continue until terminated or dissolved by a vote taken in accordance with Section 10.8 of this Agreement. However, in no event shall the Members vote to terminate or dissolve the SBWMA if its termination or dissolution would conflict with or violate the terms or conditions of any bonds, financial instruments, or related documentation by or on behalf of the SBWMA, including, without limitation, indentures, resolutions, and letter of credit agreements.

## ARTICLE 5. BOUNDARIES

**5.1 Service Area.** The SBWMA shall exercise its powers within its Service Area boundaries, as they may change from time to time. The Service Area shall be the consolidated

boundaries of the Agencies as defined in Exhibit C. If an Agency withdraws from the SBWMA, the boundary of the SBWMA shall be modified to exclude the area of the withdrawing Agency. Such withdrawal and redrawing of boundaries shall not prevent any Facilities from being located outside of the boundary of the SBWMA.

#### **ARTICLE 6. MEMBERSHIP REQUIREMENTS OF SBWMA**

**6.1 Required Powers.** Each Member of the SBWMA must at all times have the following powers:

- a. The authority to grant Solid Waste Collection Franchises.
- b. The authority, commitment, and agreement to direct the flow of Solid Waste, Recycling and Plant Material generated within the Member's respective jurisdiction to those Facilities specified by the SBWMA, except as provided in Sections 2.08 and 2.09 of the Uniform Franchise Agreement, Exhibit D hereto, for a period of time which shall minimally be until December 31, 2019, or such further period of time necessary to repay any revenue bonds issued by the SBWMA .
- c. The authority to set rates sufficient to provide for the financing and operation of the SBWMA Facilities.
- d. The authority, by law, to enter into this Joint Powers Agreement (JPA).

**6.2 Founding Members.** A Founding Member of the SBWMA shall be one who has joined on the formation of the SBWMA December 9, 1999. Founding Members are listed as such in Exhibit A and B hereto.

**6.3 Membership.** A Member shall, on joining the SBWMA, elect whether to be an Equity Member or a Non Equity Member.

- a. An Equity Member shall have all of the rights and liabilities of a Member of the SBWMA. An Equity Member shall be a Founding Member who, on joining, elects to be an Equity Member, and shall include a New Member who agrees to pay the equity equalizing fees and payments imposed as a condition of membership. Only an Equity Member shall have the right to vote on any matter before the Board and on any matter to be voted on by a Member except as provided in Section 6.3(b).
- b. A Non Equity Member shall not be required to pay an equity equalizing payment, and shall not have the rights and liabilities of Equity Members, particularly under Section 15 Withdrawal and Section 16 on Termination of the JPA. The Non Equity Member shall, however, direct its flow of Solid Waste, Recyclable Material, and Plant Material to the Facilities subject to the exception in Exhibit D hereto, and comply with the terms of the JPA with respect to the flow of Solid Waste, Recyclable Material, and Plant Material. The Non Equity Member shall be entitled to participate in Board Meetings and activities, and receive all notices and information. However, it shall not be entitled to vote on any matter before the Board, or on any other matter unless the right to vote is expressly provided for the Non Equity Member.
- c. Exhibit A hereto shall designate Equity Members and Exhibit B shall designate Non Equity Members.

**6.4 All Members.** Equity Members and Non-Equity Members shall, during the term of this Agreement, equally have the right to direct the flow of Solid Waste, Recyclable Material, and Plant Material to the Facilities. With respect to the Uniform Franchise Agreement all Equity and Non-Equity Members shall have the right to participate in Board deliberations and negotiations and to vote on all matters, including rates, that are contained therein.

#### **ARTICLE 7. POWERS**

**7.1 SBWMA Powers.** The SBWMA is authorized, but is in no way required, to act in its own name on any or all of the following matters, as each Member could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions and regulations:

- a. Acquire, construct, finance, refinance, operate, regulate, and maintain Facilities.
- b. Acquire, improve, hold, lease, and dispose of real and personal property of all types.
- c. Enter into agreements to operate Solid Waste, Recyclable Material, and Plant Material Transfer, Transport and Processing Facilities.
- d. Plan, study, and recommend proper and appropriate Solid Waste Recyclable Material and Plant Material Transfer, Transport and Processing management practices. Research and study issues related to Solid Waste Generation, Collection, Transfer, Processing, Diversion, and Disposal, including but not limited to source reduction, re-use, Recycling, and recovery.
- e. Resolve disputes between the public and any entities providing Solid Waste, Recycling Material, and Plant Material Transfer, Transportation and Processing services.
- f. Plan, design, and implement programs that address CIWMA transfer, processing and diversion requirements.
- g. Educate the public as to Solid Waste, Diversion, and Recycling matters.
- h. Provide for or enter into agreements to provide for financial, engineering, legal, audit, and any other professional services supporting any of the SBWMA's programs including, but not limited to, Solid Waste, Recyclable Material, and Plant Material Transfer, Transport and Processing Facility operations and Disposal. Such agreements can be made with any Person, including any Member.
- i. Apply for, accept, and receive grants, gifts, donations, advances, and contributions.
- j. Hire agents and employees.
- k. Sue and be sued in its' own name.
- l. Incur and discharge debts, liabilities, and obligations.
- m. Issue bonds or notes and associated covenants, for designated purposes, subject to the provisions and limitations of the California Government Code.
- n. Issue and receive loans.
- o. Establish rates and fees at Solid Waste, Recyclable Material, and Plant Material Transfer, Transport and Processing Facilities.

- p. Require Members to pass-through the cost of the SBWMA's operations to the rates assessed on Facility users.
- q. Adopt, as authorized by California law, ordinances and resolutions necessary to carry out the purposes of this Agreement.
- r. Enter into Franchise Agreements for use of the Transfer Station and pay a Franchise fee.
- s. Require Members to direct all of their Solid Waste, Recyclable Materials and Plant Materials generated and Collected by Collectors within their respective boundaries to the Facilities, except as provided in Exhibit D hereto.

**7.1.1** The following powers require the approval of two-thirds of the Members as would be required under Article 17 for an amendment to this JPA Agreement:

- a. Acquisition of real property
- b. Disposal or transfer of any interest in real property
- c. Entering into or amending Franchise Agreements for the operation of the Facilities
- d. Issuance of bonds or notes, or the refinance of such bonds or notes.

## ARTICLE 8. GOVERNANCE

**8.1 Board of Directors.** The SBWMA shall be governed and administered by a Board of Directors composed of one Director from each Member. The Board shall exercise all powers and authority on behalf of the SBWMA. Each Member must select its Director or the Director's designee alternate from among the Member agency's elected governing body following positions:

- ~~a. County, District, City, or Town Manager or the equivalent position~~
- ~~b. County, District, City, or Town Assistant Manager or the equivalent position~~
- ~~c. Finance Director or Assistant Finance Director or the equivalent position~~
- ~~d. Public Works Director or Assistant Public Works Director or Environmental Programs Manager or the equivalent position.~~

**8.2 Tenure.** Each Director shall hold office from the first meeting of the Board after appointment by the Member until his or her successor is selected by the Member.

**8.3 Compensation.** Directors shall receive no compensation from the SBWMA for serving on the Board. The SBWMA may reimburse Directors for reasonable expenses necessarily incurred on the Board's behalf, with prior approval of the Board.

**8.4 Member Mergers.** If any Member merges with another public entity, the successor public entity shall have one (1) Director position on the Board.

**8.5 Chair.** The Board shall annually select a Chair, by a vote taken in accordance with Section 10.8 of this Agreement, who shall serve without compensation at the pleasure of the Board. The duties of the Chair include, but are not limited to the following:

- a. Conducts Board meetings.
- b. Review and set meeting agendas with the Executive Director.
- c. Signs any and all SBWMA official documents.

**8.6 Vice Chair.** The Board shall annually select a Vice Chair, by a vote taken in accordance with Section 10.8 of this Agreement, who serves without compensation at the pleasure of the Board. The Vice Chair shall act in the absence of the Chair, with full powers of the Chair.

**8.7 Finance Director.** The Board shall select, by a vote taken in accordance with Section 10.8 of this Agreement, a Finance Director from one of the Members to be Finance Director for the SBWMA, who serves at the pleasure of the Board. The duties of the Finance Director include, but are not limited to the following, all in accordance with prudent financial management and California law, including but not limited to California Government Code §6505 et seq.:

- a. Reports to the Chair on any and all SBWMA financial matters.
- b. Serves as the SBWMA's treasurer and controller.
- c. Receives and accounts for any and all SBWMA revenues.
- d. Makes any and all SBWMA investments using sound and prudent investment practices.
- e. Disburses and accounts for any and all SBWMA funds.
- f. Issues or causes to be issued all Revenue Bond payments, according to the payment schedule as part of the Revenue Bonds.
- g. Maintains any and all reserves, as may be required by the Revenue Bonds or any other instruments.
- h. Prepares, within one hundred twenty (120) days after the close of each Fiscal Year, an annual financial report reflecting SBWMA financial activity, including activity associated with the operations of the Facilities, whether such operation is performed by the SBWMA directly or is contracted.
- i. Prepares other financial statements and reports for the SBWMA, as needed.
- j. Causes the annual financial report to be audited by an independent Certified Public Accountant (CPA) currently licensed to practice in the State of California.
- k. Presents the audit report, including the associated management letter, to the Board at the first scheduled Board meeting subsequent to the release of the audit report.

**8.8 Other Officers.** The Board may create or eliminate other officers not specifically mentioned in Sections 8.5–8.7 of this Agreement from time to time, as the Board deems necessary, upon majority vote. Such officers shall serve without compensation.

**8.9 Employee Status.** None of the officers, agents, or employees employed or hired by the SBWMA shall by reason thereof become officers, agents, or employees of any Member. The SBWMA may contract with any Member for any services, upon a vote in accordance with Section 10.8 of this Agreement; however, none of the Persons whose services are supplied by a Member shall by reason thereof become an employee of the SBWMA.

**8.10 Executive Director.** The position of Executive Director is created. The Executive Director is appointed by the Board and serves at the will of the Board. The duties of the Executive director include, but are not limited to the following:

- a. Administers any and all meeting agendas, including compliance with noticing requirements and meeting locations, as provided under California Government Code §54950-54962 (Brown Act).
- b. Causes accurate minutes and records to be taken of all meetings in accordance with California law, including but not limited to California Government Code §54957.2 et seq.

- c. Has authority to appoint, remove, promote, demote, supervise, and determine compensation of any and all SBWMA employees in accordance with Board approved salary ranges.
- d. Manages any and all SBWMA contracts or agreements, including but not limited to, the Facilities operating agreement.
- e. Approves any and all SBWMA payments in conformance with Board approved appropriations.
- f. Attends all Board meetings.
- g. Prepares and submits to the Board an annual budget.
- h. Performs such other duties as the Board shall require.

**8.10.1** The Executive Director shall be bonded with a corporate surety to be approved by the Board.

**8.10.2** The Executive Director shall receive such compensation as the Board shall from time to time determine.

#### **ARTICLE 9. VACANCIES**

**9.1 Director Vacancies.** Should a vacancy occur on the Board due to the separation from service by a Director from a Member, the person who is acting in the capacity of the former Director with the Member shall temporarily assume the duties of the former Director until such time as the Member appoints a permanent Director. Such temporary Director shall have the full powers and authority of a permanent Director.

**9.2 Officer Vacancies.** Should a vacancy occur among any officer authorized in Article 8 of this Agreement, the Board shall elect a new officer at its next scheduled Board meeting.

#### **ARTICLE 10. MEETINGS**

**10.1 Regular Meetings.** The Board shall schedule by Resolution regular monthly meetings during each Fiscal Year.

**10.2 Special Meetings.** Special meetings of the Board may be called in accordance with provisions of the California Government Code §54956.

**10.3 Notice of Meetings.** All meetings of the Board shall be held subject to the provisions of California Government Code §54950-54962 (Brown Act) and other applicable laws of the State of California.

**10.4 Meeting Location.** All meetings of the Board must be held within the Service Area at a location determined by the Chair, except that the Board may hold a special meeting outside the Service Area upon an affirmative vote in accordance with Section 10.8 of this Agreement.

**10.5 Minutes.** The Chair shall cause the taking and keeping of minutes of all Board meetings. Promptly after each meeting, the Chair shall cause a copy of the minutes to be forwarded to each Director, either electronically or in paper form.

**10.6 Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business of the Board, except that Directors constituting less than a quorum may adjourn any meeting.

**10.7 Voting Rights.** Each Member is entitled to cast one vote on any matter presented to the Board for a vote.

**10.8 Voting Requirement.** The vote of two thirds (2/3) of the Directors present shall constitute the act of the Board, unless otherwise provided in this Agreement.

**10.9 Conduct of Meetings.** Meetings of the Board shall be conducted by the Chair, or in the Chair's absence by the Vice Chair. In the absence of both the Chair and the Vice Chair, meetings shall be conducted by the Director in attendance who represents the largest Member, by population.

#### **ARTICLE 11. BYLAWS**

**11.1 Bylaws.** The Board from time to time may adopt and amend bylaws for the conduct of its affairs, provided that they are consistent with this Agreement and are necessary and appropriate in order to carry out the SBWMA's purpose.

#### **ARTICLE 12. FUNDING**

**12.1 Debts and Liabilities.** The SBWMA's debts, liabilities, and obligations shall not be debts, liabilities, or obligations of any of the Members, and each Member's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Members hereto may agree.

**12.2 SBWMA Activities.** Unless otherwise authorized by the Board, all costs associated with SBWMA activities shall be paid by the Facilities' users. The SBWMA shall be solely responsible for determining the amount of any charge to recover these pass-through costs. The Members hereby agree to pass any such charge as approved by the SBWMA, to users as part of the Solid Waste, Recyclable Material, and Plant Material and Transfer and Transport and Processing rate, without reduction, limitation, offset, or adjustment of any kind.

**12.3 SBWMA Records and Accounts.** The Finance Director shall maintain accurate and correct books of account showing in detail revenues and expenditures, together with supporting documentation including, but not limited to, receipts, invoices, and vouchers for SBWMA financial transactions.

**12.4 Facilities Records and Accounts.** The Finance Director shall maintain or cause to be maintained accurate and correct books of account of the Facilities' operations showing in detail revenues and expenditures, together with supporting documentation including, but not limited to, receipts, invoices, and vouchers.

**12.5 Revenue Bond Payments.** The revenue stream pledged to the Revenue Bonds may in no way be used for any purpose other than to make payment on the indebtedness associated with those bonds. Such revenues are not in any way considered revenues to the Agencies, and may not be used for any other purpose unless and until such Revenue Bonds are defeased or repaid in full.

**12.6 Franchise Fee Payments.** Monthly, SBWMA shall distribute to the City of San Carlos, from funds received from Contractor, one twelfth (1/12th) of the annual franchise fee agreed to by the SBWMA and the City of San Carlos for the operation of the Facilities.

**12.7 Priority of Distribution of Funds Received by SBWMA.** Monthly, the SBWMA shall receive funds from the Contractor of the Facilities under Section 6.04 of the Agreement for the Operation of the South Bayside Waste Management Authority's Transfer Station and Recyclery. The SBWMA shall distribute the funds received in accordance with the following priority:

- a. Debt Service Payments.
- b. Contributions to Reserves.

- c. Management Costs.
- d. Payment of Franchise Fees to the City of San Carlos.
- e. Such other distribution as authorized by the Board.

### **ARTICLE 13. SBWMA ADMINISTRATION POWERS**

**13.1 Assertion of Authority.** The Members shall not engage in any action that would duplicate, circumvent, by-pass, or supersede the SBWMA's powers, as expressed in this Agreement.

**13.2 Facility Operator.** The Members agree that the SBWMA shall have sole authority to operate or contract for the operation of the Facilities, and have sole authority to direct the delivery of all or a portion of each Member's Solid Waste, Recyclable Material, and Plant Material to the Facilities, except as provided in Exhibit D hereto. No Member shall take any action in any manner, inconsistent with the terms of this Agreement.

**13.3 Operating Records.** The SBWMA will cause the Facilities' Contractor to maintain accurate, timely, and complete records of operations at the Facilities, as necessary to comply with any CIWMA or other State requirements, or this Agreement.

**13.4 Operations Reporting.** The SBWMA shall cause the Facilities' Contractor to compile information and report on any of its Facilities operations, in accordance with the CIWMA and this Agreement.

**13.5 Solid Waste Reporting.** The SBWMA shall cause the Facilities' Contractor to compile and report to the CIWMA and other State of California agencies data on Solid Waste accepted at the Facilities, all on behalf of the Members.

**13.6 Require Compliance with Laws.** The SBWMA shall require the Facilities Contractor to operate said Facilities in compliance with all Federal, State, and local laws, Environmental Laws, guidelines, and regulations, as may exist, or as may exist from time to time.

**13.7 Bond Payment Review.** The SBWMA shall at least annually review the Revenue Bond payment history and payment projections to the end of bond repayment.

**13.8 Bond Management.** The SBWMA shall periodically consider defeasing the Revenue Bonds and refinancing any existing debt to the economic benefit of the Members, as market conditions allow.

**13.9 Bond Reserves.** The SBWMA shall maintain at least the minimum reserve fund requirements specified in the Revenue Bond covenants.

**13.10 Asset Reserves.** The SBWMA shall establish and maintain an asset replacement reserve fund at a level at least adequate to finance appropriate and ordinary asset replacement at the Facilities.

**13.11 Annual Inspection.** At least annually, the SBWMA shall inspect or cause to be inspected by a qualified and licensed civil engineer all of its Facilities, including all property, land, equipment, and other items owned by the SBWMA.

**13.12 Attributing Solid Waste.** The SBWMA shall establish a fair and equitable method of attributing Solid Waste, Recyclable Materials, and Plant Materials to the Members that are delivered to the Facilities.

**13.13 Miscellaneous.** The SBWMA may operate programs, conduct analyses, and perform studies from time to time, all in support of the purposes under this Agreement, as the Board so approves.

**13.14 Member Cooperation.** Members agree to cooperate in the accumulation of information supporting goals approved by the Board, as provided in this Agreement.

#### **ARTICLE 14. PENALTIES**

**14.1 Apportionment of Penalties.** Any penalties assessed by regulatory authorities against the SBWMA shall be paid by the SBWMA.

#### **ARTICLE 15. WITHDRAWAL FROM SBWMA**

**15.1 Withdrawal Conditions.** A Member may not withdraw from the SBWMA unless and until that Member achieves the following:

- a. The liquidation in full of its proportion of any and all existing debts, obligations, and liabilities incurred, earned, or expected to be earned by the date of withdrawal, including but not limited to the Revenue Bonds, as determined by the Board.
- b. The provision to the SBWMA of a written notice of intent to withdraw from the SBWMA at least six (6) months prior to the end of the current Rate Year, specifying the date on which the Member intends to withdraw.
- c. The approval of such withdrawal by a 4/5 affirmative vote of Equity Members.

#### **ARTICLE 16. TERMINATION**

**16.1 Termination Requirements.** This Agreement may only be terminated by consent of all Equity Members, and upon full and complete liquidation of all liabilities, including, but not limited to, the Revenue Bonds. Upon the date of termination (hereinafter "Termination Date"), payment of any and all obligations and division of any and all assets of the SBWMA shall be conducted subject to the then-applicable requirements of the law (currently California Government Code §6511 et seq.), pursuant to the following:

- a. In the event of termination of the SBWMA where there is a successor public entity that will conduct all of the activities of the SBWMA and will assume all of its obligations, any and all SBWMA assets and liabilities remaining upon termination of the SBWMA shall be transferred to the successor public agency.
- b. If there is no successor public agency that would conduct the SBWMA's activities, all assets and liabilities shall be apportioned to each Member in proportion to the contribution of each current Member's ratepayers' total contribution during the Term of this Agreement. A reference to ratepayers' contribution means payment of Collection fees under each jurisdiction's respective Uniform Franchise Agreement.
- c. If there is a successor public agency that would conduct some of the SBWMA's activities, then the Board shall allocate the SBWMA's assets and liabilities between the successor public agency and the Members. In this case, the Members' portion of the allocation shall be allocated based on Section 16.1(b).

- d. In the event the SBWMA is terminated under circumstances falling within (b) or (c) above, all decisions of the Board with regard to determinations of amounts to be transferred to the Members or any successor shall be final.
- e. The obligations of the SBWMA terminate on the Termination Date, and each Member shall pay all amounts owed to the SBWMA prior to that date. In the event of default by a Member with regard to payment of amounts due, the obligation to pay all sums due to the SBWMA shall survive and remain in full force after the Termination Date.
- f. By unanimous agreement of Equity Members, Equity Members may dispose of, divide, distribute, or return assets on a basis different from that established in this Section 16.1.

#### **ARTICLE 17. AMENDMENTS**

**17.1 Amendment Requirements.** Subject to all legal obligations of the SBWMA, this Agreement may be amended by one or more supplemental agreements executed by a vote of two thirds (2/3) of all Equity and Non-Equity Members of the SBWMA.

**17.2 Signature Requirements.** Signatures shall not be required on any effective amendment by those Members, if any, whose Directors did not approve the amendment; however, such Members shall nonetheless be bound by the amendment as if it were approved by all Members.

#### **ARTICLE 18. FILINGS**

**18.1 Filing with Secretary of State.** The Chair shall cause to be filed all required notices with the California Secretary of State, in accordance with California Government Codes §6503.5 and 53051.

#### **ARTICLE 19. NOTICES**

**19.1 Notices to Agencies.** All notices to the Agencies shall be deemed to have been given to the Agencies when mailed, postage prepaid by United States mail, or when hand delivered to the governing body of each Agency during usual business hours at the principal office, or to the person apparently in charge of that office.

**19.2 Notices to SBWMA.** All notices to the SBWMA shall be deemed to have been given to the SBWMA when mailed, postage prepaid by United States mail, or when hand delivered to each of the Chair, Vice Chair, and Finance Director of the SBWMA during usual business hours at the principal office, or to the Person apparently in charge of that office.

#### **ARTICLE 20. SUCCESSORS AND ASSIGNMENTS**

**20.1 Assignments.** This Agreement shall be binding upon and shall inure to the benefit of the successors of any Member. No Member may assign any right or obligation hereunder without the written consent of all other Members.

#### **ARTICLE 21. SEVERABILITY**

**21.1 Severability.** If any provision of this Agreement or its application to any Person or circumstances is held invalid or illegal by a final judgment of a court of law in the State of

California, the remainder of this Agreement and the application of the provision to other Persons or circumstances shall not be affected.

**ARTICLE 22. ARTICLE HEADINGS**

**22.1 Headings.** All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

**THEREFORE** THE AGENCIES LISTED IN EXHIBITS A AND B HERETO AND EXECUTING THIS AGREEMENT BY SIGNING EITHER AS AN EQUITY MEMBER IN EXHIBIT A OR NON EQUITY MEMBER IN EXHIBIT B HEREBY ENTER INTO THIS AGREEMENT.

**EXHIBIT A  
EQUITY MEMBERS**

TOWN OF ATHERTON

\_\_\_\_\_  
BY:  
TITLE:

CITY OF BURLINGAME

\_\_\_\_\_  
BY:  
TITLE:

CITY OF FOSTER CITY

\_\_\_\_\_  
BY:  
TITLE:

CITY OF MENLO PARK

\_\_\_\_\_  
BY:  
TITLE:

CITY OF SAN CARLOS

\_\_\_\_\_  
BY:  
TITLE:

WEST BAY SANITARY DISTRICT

\_\_\_\_\_  
BY:  
TITLE:

CITY OF BELMONT

\_\_\_\_\_  
BY:  
TITLE:

CITY OF EAST PALO ALTO

\_\_\_\_\_  
BY:  
TITLE:

TOWN OF HILLSBOROUGH

\_\_\_\_\_  
BY:  
TITLE:

CITY OF REDWOOD CITY

\_\_\_\_\_  
BY:  
TITLE:

CITY OF SAN MATEO

\_\_\_\_\_  
BY:  
TITLE:

COUNTY OF SAN MATEO

\_\_\_\_\_  
BY:  
TITLE:

**EXHIBIT B**  
**NON EQUITY MEMBERS**

**NONE**

**EXHIBIT C**  
**DEFINITIONS**

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified below in this Exhibit C.

**Act**

“Act” means the California Joint Exercise of Powers Act (California Government Code §6500 et. seq.).

**Agency/Agencies**

“Agency/Agencies” means the public entities which are or have been Members of the SBTSA and/or the SBWMA.

**Agreement**

“Agreement” means this joint exercise of powers agreement, as it may be amended from time to time.

**Board**

“Board” means the governing Board of Directors of the SBWMA, comprising one Director from each of the Members, as described in Article 8 of this Agreement.

**Chair**

“Chair” means the SBWMA Chair of the Board, as described in Section 8.5 of this Agreement.

**CIWMA**

“CIWMA” means the California Integrated Waste Management Act of 1989 (California Public Resources Code, §40000 et seq.), and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

**CIWMA Board**

“CIWMA” means the California Integrated Waste Management Board, created under the provisions of the CIWMA, whose duties include implementing the CIWMA.

**Collect/Collection**

“Collect/Collection” means to take physical possession, transport and remove Solid Waste, Recyclable Materials, and Plant Materials within and from the Service Area.

**Collector**

“Collector” means a private organization which holds a franchise from an Agency for Solid Waste Collection.

**Contractor**

“Contractor” shall mean the entity the SBWMA contracts with to operate the Facilities.

**County**

“County” means the County of San Mateo, California.

#### Director

“Director” means the appointed representative from each Member who serves on the governing Board of Directors.

#### Disposal

“Disposal” means the ultimate disposition of Solid Waste received by Collector at a landfill in Full Regulatory Compliance.

#### Diversion

“Diversion” means the separation of materials from the overall Solid Waste stream and whose disposition is for reuse or Recycling and not landfill disposal.

#### Effective Date

“Effective Date” means the effective date of this Agreement, which is December 9, 1999, as provided in Section 4.1.

#### Environmental Laws

“Environmental Laws” means all federal and state statutes; and all county, local, and Agency ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; the California Integrated Waste Management Act, California Public Resources Code §40000 et seq., as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

#### Executive Director

“Executive Director” means the person appointed by the Board as the executive officer and director of the SBWMA.

#### Facility/Facilities

“Facility/Facilities” means any plant or site, existing or planned, owned or leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement. As of the Effective Date, the Facilities are: the San Carlos Transfer Station and the San Mateo Recyclery, located at 225, 229, and 333 Shoreway Road, in San Carlos, California.

#### Fiscal Year

“Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

#### Founding Member

“Founding Member” means any one of the public entities listed in Exhibit A and B attached hereto.

#### Franchise

“Franchise” means the special right granted by the Agencies to operate a public utility for Solid Waste Collection and Processing services within the Service Area.

#### Full Regulatory Compliance

“Full Regulatory Compliance” means compliance with all applicable permits for a Facility such that the Contractor will at all times maintain the ability to fully comply with its obligations under this Agreement.

#### Legislation

“Legislation” means any code, ordinance, resolution, or any other forms or enactment of the Agencies or any Member which now exists or which may hereafter be adopted which constitutes law or regulation.

#### Member

“Member” means any one of the public entities listed in Exhibit A (Equity Members) or Exhibit B (Non Equity Members) attached hereto, and any public entity that becomes a New Member in accordance with Section 6.3 of this Agreement.

#### Person

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, special purpose district, town, city, county, state, or the United States.

#### Plant Materials

“Plant Materials” means a subset of Recyclable Materials consisting of grass cuttings, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not more than six [6] inches in diameter), and similar organic materials generated at residential commercial, industrial and institutional properties within the Service Area, separated and set out for Collection, processing, and Recycling. Plant Materials does not include materials not normally produced from gardens or landscapes, such as, but not limited to, palm fronds, brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes and oil. Diseased plants and trees are also excluded from Plant Materials.

#### Process/Processing

“Process/Processing” means the Recycling, reuse, reformation, reconstituting, or otherwise manipulation of Solid Waste in preparation for its ultimate use or disposal.

#### Rate Year

“Rate Year” means the period commencing on January 1 and ending on the following December 31.

#### Recyclable Materials

“Recyclable Materials” means discarded materials that are re-used, re-manufactured or processed.

#### Recycling

“Recycling” means the process of collecting, sorting, cleansing, treating and reconstituting discarded materials which meet the quality standards necessary to be re-used, re-manufactured or processed. The Collection, transportation or disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.

#### Revenue Bonds

“Revenue Bonds” means those certain revenue bonds titled “South Bayside Waste Management Authority (San Mateo County, California) Solid Waste System Revenue Bonds, Series 2000,” and issued in the amount of \$20,090,000 on March 1, 2000.

#### SBWMA

“SBWMA” means the South Bayside Waste Management Authority, a joint powers authority created under Government Code §6500 et seq. by this Agreement.

#### SBTSA

“SBTSA” means the South Bayside Transfer Station Authority, a joint powers authority created in 1982.

#### Service Area

“Service Area” means the collective territory within, and, if applicable, outside the Member’s boundaries with respect to which the Member exercises franchising authority for the Collection of Solid Waste, Recyclable Materials, and Plant Materials which territory is shown on a map on file in the office of the Chair, to which reference is hereby made for the description of said area.

#### Solid Waste

“Solid Waste” means all putrescible and nonputrescible solid, semisolid, and liquid wastes, as defined in California Public Resources Code §40191, as that section may be amended from time to time. For the purposes of this Agreement, “Solid Waste” does not include abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive waste, medical waste, Recyclable Materials, or Plant Materials.

#### Term

“Term” means the period of time specified in Article 4 of this Agreement.

#### Transfer

“Transfer” means the process of transferring Solid Waste from collection vehicles to transfer vehicles.

#### Transport

“Transport” means the transportation of Solid Waste in either collection or transfer vehicles.

#### Uniform Franchise Agreement

“Uniform Franchise Agreement” means the franchise agreement negotiated by the SBWMA with BFI Waste Systems of North America, Inc. or its successor, for the Collection of Solid Waste, Recyclable Materials, and Plant Materials in each Agency, as amended.

## Exhibit D

### **Exceptions to the SBWMA power to direct Members' Solid Waste, Recyclable Materials, and Plant Materials to the Facilities.**

The following sections are excerpts from the Uniform Collection Agreement adopted by SBWMA member entities and details the exceptions to the SBWMA's power to direct Members' Solid Waste, Recyclable Materials, and Plant Materials to the Facilities:

**2.07 Scope of Franchise.** Subject to Section 2.08, the Franchise granted to Contractor shall be exclusive for all Solid Waste, residential Recyclable Materials and residential Plant Materials generated in the Service Area, except where otherwise precluded by Federal, State and local laws and regulations or where other current programs provide for Collection and handling of Household Hazardous Waste.

**2.08 Limitations to Scope.** The Agreement for the Collection, transportation, processing, and Disposal of Solid Waste, residential Recyclable Materials, and residential Plant Materials granted to Contractor shall be exclusive except as to the following materials listed in this Section. The award of this Agreement shall not preclude the categories of Solid Waste, Recyclable Materials and Plant Materials listed below from being delivered to and Collected and transported by others provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from Agency which is otherwise required by law:

- a. Other recyclers shall maintain the right to charge a fee, to Collect without a fee, to accept donated Recyclable Materials and to pay the service recipient for Recyclable Materials for the Collection of Source Separated Recyclable Materials and Plant Materials from commercial, industrial, multi-family and institutional generators located in the Service Area. For the purposes of this Agreement, Source Separated loads are loads that consist of less than 10% by weight or volume of Solid Waste, whichever is less. It will be the responsibility of Contractor to provide enforcement of this provision. If Contractor can document that other recyclers are servicing Collection Containers that contain less than 90% Source Separated Recyclable Materials or Plant Materials, it shall report the location and the name of the recycler to the Agency and the SBWMA, along with Contractor's evidence of the violation of the exclusiveness of this Agreement.
- b. Solid Waste, Recyclable Materials, and Plant Materials, which are removed from any Premises by the Waste Generator, and which are transported personally by the Owner or occupant of such Premises (or by his or her employees or a contractor whose removal of the Solid Waste, Recyclable Materials and/or Plant Materials are incidental to the service being performed.

- c. Recyclable Materials and Plant Materials which are Source Separated at any Premises by the Waste Generator and donated to youth, civic, or charitable organizations;
- d. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq. California Public Resources Code;
- e. Plant Materials removed from a Premises by a gardening, landscaping, or tree trimming contractor as an incidental part of a total service offered by that contractor rather than as a hauling service and for no additional or separate fee;
- f. Non-putrescible Waste from roll-off/debris boxes;
- g. Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- h. By-products of sewage treatment, including sludge, sludge ash, grit and screenings; and,
- i. Hazardous Waste and Designated Waste regardless of its source.

This grant to Contractor of an exclusive right and privilege to Collect, transport, or process and dispose of Solid Waste, certain residential Recyclable Materials, and certain residential Plant Materials shall be interpreted to be consistent with state and federal laws, now and during the term of the Agreement, and the scope of this exclusive right shall be limited by applicable state and federal laws with regard to the matters contained in this Agreement. In the event that future interpretations of current law or new laws, regulations, interpretations or trends limit the ability of Agency to lawfully provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that Agency shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

## **2.09 Additional Services and Modifications to Service.**

**2.09.1 General.** Agency may direct Contractor to perform additional services (including new diversion programs, billing services, etc.) or modify the manner in which it performs existing services. Pilot programs and innovative services which may entail new Collection methods, targeted routing, different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which Agency may direct. Contractor shall be entitled to an adjustment in its compensation in accordance with Article 6 for providing such additional or modified services.

**2.09.2 New Diversion Programs.** Contractor shall present, within 30 days of a request to do so by Agency, a proposal to provide additional or expanded diversion services. At a minimum, the proposal shall contain a complete description of the following:

- a. Collection methodology to be employed (equipment, manpower, etc.).

- b. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- c. Labor requirements (number of employees by classification).
- d. Type of materials containers to be utilized.
- e. Provision for program publicity/education/marketing.
- f. Estimate of the tonnage to be diverted and the methodology for determining that diverted tonnage.
- g. Five-year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

**2.09.3 Agency's Right to Permit Others to Provide Services.** Contractor acknowledges and agrees that Agency may permit other Persons besides Contractor to provide additional Solid Waste services not otherwise contemplated under Section 2.07 and 2.08 of this Agreement. If Contractor and Agency cannot agree on terms and conditions of such services in one hundred twenty (120) days from the date when Agency first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees that Agency may permit Persons other than Contractor to provide such services.

# Final Summary Minutes

## Blue Ribbon Task Force

Wednesday, March 20, 2013

6:00 p.m. – 7:30 p.m.

City Hall  
1017 Middlefield Road  
Redwood City, CA 94063  
Council Chambers – First Floor

### Members:

Jeff Ira, Council Member, City of Redwood City – **Present**  
Dave Warden, Council Member, City of Belmont - **Present**  
Michael Brownrigg, Vice Mayor, City of Burlingame –**Present**  
Pam Frisella, Mayor, City of Foster City - **Present**  
Jess (Jay) Benton, Mayor, Town of Hillsborough - **Present**  
Bob Grassilli, Mayor, City of San Carlos – **Present**  
Robert Ross, Deputy Mayor, City of San Mateo - **Present**  
Fran Dehn, Director, West Bay Sanitary District – **Present**  
Carole Groom, County of San Mateo - **Present**

### City Staff:

Bob Bell, City Manager - **Present**  
Audrey S. Ramberg, Assistant City Manager - **Present**  
Silvia Vonderlinden, City Clerk - **Present**

Others in Attendance: Kevin McCarthy, Gino Gasparini Monica Devicenzi, Staff from the City of Belmont.

1. **Introduction of Blue Ribbon Task Force Members** – The meeting was called to order at 6:05 p.m. by Council Member Jeff Ira. Each member present introduced himself or herself.
2. **Public Comment** - There was no public comment.

NOTE: Speakers are limited to three minutes, unless modified by the Chairperson. The Task Force cannot take action on any matter raised under this item.

3. **Review and Discuss Purpose of Task Force:** All

Council Member Ira made opening remarks regarding the purpose of the task force in regards to the SBWMA (South Bayside Waste Management Authority). He noted that the goal was to explore the services provided by SBWMA as well as its Governance Structure with the overall desire of achieving optimal efficiencies and accountability. The intent was to keep the rate payer in mind. He explained this is a part of a continuum with multiple factors leading to this need to sit down and re-examine options. Mayor Benton commented that Hillsborough thought the governance of SBWMA should be expanded and possibly have appointed elected officials on its Board. Mayor Benton would like the agency to have the option to place an elected official on the Board if it so chooses. Mayor Benton referred to the high rates they had to impose on the residents and how it would be easier to justify if an elected official is part of the process. Mayor Benton would like to know why it costs just the same to process green as it costs to process black waste.

4. **Identify and get agreement on areas for the Blue Ribbon Task Force to explore:**
  - **Current Mission or Purpose of SBWMA**
  - **Current Governance Structure and Possible Alternatives**
  - **Services Provided**
  - **Other Items**

Council Member Warden opined that Belmont always wanted to have elected officials on the Board because some of the issues need to be addressed by elected officials since they are the accountable. Council Member Warden noted that in 2005 there was an interest to pursue this initiative but only Redwood City and East Palo Alto were open and willing to this

dialogue. Council Member Warden said that in 2007 Belmont passed a resolution asking for elected officials to be on the Board and he would like to have the option of "allowing" elected officials on the Board, but not to make it mandatory. Council Member Warden believes he has the support of his Council to vote on having elected officials on the Board. The vote requirement to make that happen was discussed. Mr. McCarthy, Executive Director of the SBWMA, stated from the audience, that the vote requirement is 2/3 vote, which equates to eight votes. Mayor Frisella said that at the time they did not think that was necessary and it was a personal choice. Mayor Frisella confirmed that as she hears the issues they might now have a different perspective.

Council Member Ira made a suggestion to have an Oversight Board look at the larger items and to provide direction to the SBWMA Board. This would be a Board that would hire the Executive Director and approve the budget. Mayor Benton said that the elected ones are the ones setting the rates but they have no control, and so he concurs with having a choice to have elected officials on the Board because they need to do the explaining to the people. Mayor Grassilli said that regardless of who is on the Board, it is irrelevant because the rates are the rates. Mayor Grassilli does not think it is as controllable as we think it might be. Council Member Warden added that some rates, like the transfer rates, could be set. Mayor Benton said but the Board is the one that approves the budget, the costs are in the budget, and they have the power to take multiple actions. Mayor Grassilli concurred with such argument. Council Member Warden said that the Board of Directors has a lot of power but when the rates are raised it is the Council that is being accountable. Council Member Ira said that residents care about two things (1) cost and (2) services, and so he would like to have a little input and be able to say "this is the lowest cost". Mayor Benton said that it is hard to ask people to do more recycling and composting and then raise their rates – he believes the model is broken. Mayor Benton provided details on the trends in Hillsborough and how green waste is a serious concern because they have large lots, and he added details about a set charge that city instituted.

Council Member Ira noted that if you downgrade, then it will cost the city money. Ms. Dehn suggested some examination of future costs and consideration of options from a technological perspective and for the long run. Deputy Mayor Ross wanted to know if the decisions take place at the higher level, what areas in the county might be able to assist and should we start a dialogue about this. Vice Mayor Brownrigg thanked the City of Redwood City for this initiative and to have the ability to discuss this matter without pre-judging the process. Vice Mayor Brownrigg inquired what is the current mission or purpose of SBWMA as listed on the agenda, and he would like to hear what that means. Vice Mayor Brownrigg also said that the current Board might need to be informed depending on the recommendations and especially if elected officials should be on the Board, and then pass the baton to the Board for them to decide. Council Member Warden concurred on the need to define the process down the road.

It was asked that Council Member Ira explain the meaning of the Current Mission or Purpose of SBWMA as listed on the agenda. Council Member Ira elaborated on the mission of the SBWMA and what it means. Council Member Ira also spoke about the need for partnerships and how Recology is very supportive of cities and maybe looking at having SBWMA giving back to the communities it serves and evaluates the service levels it provides. Council Member Ira also added that this is a way for multiple jurisdictions to brain storm and share ideas and that all cities are on the same boat and have to deal with the same increases.

Supervisor Groom said that what bothers people is that people have been very compliant and responsive to recycling and composting and then the rates still go up. Ms. Groom said this equation is hard to explain and justify, and in particular, she addressed the area of North Fair Oaks and how this is a more challenged area. Council Member Warden said that the service is good but they don't love the prices. Mayor Benton and Vice Mayor Brownrigg said that it seems like everybody wants to add governance but the opposing point of view should also be heard and considered. Council Member Warden said that it is important to have each city clarify what is it that they want; and, he believes that having staff present is important but on big issues maybe it should go to the City Council. Council Member Warden feels staff should come to City Council and inform it of what is happening.

There was some discussion about the model of sitting elected officials and staff on the same Board side by side. Council Member Warden believes that adding some level of policy control would be important, and he added that each city should "allow" the representation of an elected official but not mandate it. Dr. Bell noted that it would place staff in a peculiar position, serving side by side, with elected officials, and so staff could look at different governance models to have examples to share with this body. Mayor Frisella suggested looking at the Library Joint Powers Authority (JPA) and Council Member Warden concurred. Mayor Benton provided some input on the history of its representation (Finance Director was the representative) and how he feels it is important for elected officials to be represented. Deputy Mayor Ross said that he has heard from staff and the mix and match model might be uncomfortable for staff. Mayor Frisella does not think it should be all elected and maybe it is a different layer that is added. Council Member Ira said that this would be brought back and he believes that maybe it should be all elected officials.

It was confirmed by general consensus that Council Member Ira is the Chair. Council Member Ira introduced Redwood City staff present.

5. **Determine how Task Force would like to proceed:**
  - **Meeting frequency/times/locations**

- **Data and information needed**  
**Timeline – have recommendations complete by end of Fiscal Year**

Dr. Bell committed to coming back, in three weeks, with different models for this task force to review. It was asked that staff identify in its research where the different JPAs impact rate increases area and what type of rate payers. Ms. Dehn suggested that SBSA (South Bayside System Authority) be looked at. It was suggested that a brief description of the JPAs be offered with roles and responsibilities included. Supervisor Groom said that the library JPA does an enormous amount of capital projects and it should be looked at. Council Member Ira said that the hope is to wrap this up in less than a year. He was hoping to have the committee come together with a recommendation and then go back to their cities and get it approved. His hope is that the governance issue should be looked at no later than three months.

It was asked if anyone refused to participate in this taskforce. Council Member Ira said that East Palo Alto did not respond, and Atherton had a meeting tonight. Dr. Bell added that Menlo Park responded and they were trying to participate and get someone here tonight. Council Member Ira said staff will continue to reach out. Mayor Frisella thinks it is important to keep the other jurisdictions informed even if they are not at the table.

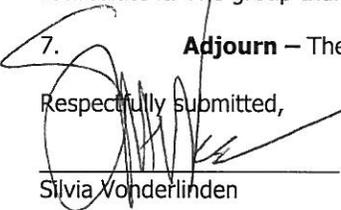
#### 6. **Set Date and Agenda for Next Task Force Meeting**

City Clerk Vonderlinden was asked to send out a tentative date for the next meeting of this group. Certain members expressed a preference to have meetings on Wednesday nights and avoid meetings on Monday and Thursday nights.

The group touched upon the governance issue again and Council Member Ira said that one possibility is recommending to the City Councils that the SBWMA board be all elected officials and then have a technical committee composed of staff. Council Member Ira said that this will depend on what the group decides. Vice Mayor Brownrigg would like to hear from the Executive Director and invite him to the next meeting and share his thoughts on the governance issue. Vice Mayor Brownrigg also suggested looking at a model whereby there is an elected representative and staff is the alternate representative. Vice Mayor Brownrigg would like that if it ends up being a board of elected officials, it holds an occasional session on best practices and learning how other cities handle certain issues. Council Member Warden supports this idea of "cross pollination". It was mentioned that there is a grand jury report regarding this matter and there was a request to recirculate it. The group thanked Council Member Ira and Redwood City staff for its support.

7. **Adjourn** – The meeting adjourned at 6:55 p.m. per general consensus.

Respectfully submitted,

  
\_\_\_\_\_  
Silvia Vonderlinden

Approved at the SBWMA Blue Ribbon Task force meeting of April 24, 2013 with two abstentions from Menlo Park and San Carlos.

# Draft Summary Minutes

## Blue Ribbon Task Force

Wednesday, April 24, 2013

6:00 p.m. – 7:30 p.m.

City Hall

1017 Middlefield Road

Redwood City, CA 94063

Council Chambers – First Floor

### Members:

Jeff Ira, Council Member, City of Redwood City - **Present**  
Jerry Carlson, Vice Mayor, Town of Atherton - **Present**  
Dave Warden, Council Member, City of Belmont - **Present**  
Michael Brownrigg, Vice Mayor, City of Burlingame - Absent  
Pam Frisella, Mayor, City of Foster City - **Present**  
Jess (Jay) Benton, Mayor, Town of Hillsborough - **Present**  
~~Ray Muller, Vice Mayor~~ Kirsten Keith, City of Menlo Park - **Present**  
~~Bob Grassilli~~ Matt Grocott, Mayor, City of San Carlos - **Present**  
Robert Ross, Deputy Mayor, City of San Mateo - **Present**  
Carole Groom, County Supervisor, San Mateo County - **Present**  
Fran Dehn, Director, West Bay Sanitary District - **Present**

### City Staff:

Bob Bell, City Manager - Present  
Audrey S. Ramberg, Assistant City Manager - Present  
Silvia Vonderlinden, City Clerk – Present

There were other members of the public in the audience.

### 1. Introduction

Jeff Ira – Chair

Chair Ira called the meeting to order at 6:03 p.m.

### 2. Public Comments – there was no public comment

NOTE: Speakers are limited to three minutes, unless modified by the Chairperson. The Task Force cannot take action on any matter raised under this item.

Jeff Ira – Chair

### 3. Approval of Minutes:

Action: Motion/Second to approve the minutes as submitted.

Jeff Ira – Chair

M/S Benton/Frisella to approve the minutes as submitted. **Motion carried with two abstentions from Menlo Park and San Carlos.**

Dr. Bell explained that agenda items 4 and 5 are going to be heard in reverse order.

### 5. Review and Discuss JPA Governance models and determine what, if an, recommendation the Blue Ribbon Task Force wishes to make to member agencies regarding a change in the South Bayside Waste Management Authority (SBWMA) Board composition

Ms. Ramberg presented the report recapping the research and analysis conducted. She summarized the findings and elaborated on the other models looked at, which had boards that were composed of elected officials, with an operating committee to support it. The operating committee is generally composed of senior staff. She thanked Mr. McCarthy for his collaboration. There was a question if the elected officials on the other boards looked at were appointed from the member agency governing bodies or separately elected, and Ms. Ramberg noted they were appointed.

#### 4. Discussion of Options with SBWMA Executive Director, Kevin McCarthy

Mr. Kevin McCarthy provided a report on the current structure of the SBWMA board how its goal was to have a high level of shared responsibility model. He referred to certain JPA amendments and how in his view the big decisions were to go back to the elected officials. He remarked that the two JPAs on the staff report were not countywide. He pointed out that he is willing to be supportive of this process and looking at changing the governance model.

Ms. Dehn asked about the difference between one franchise agreement and multiple. Mr. McCarthy said he did not have all the historical information and this could be revisited.

There were multiple questions of Mr. McCarthy regarding representation on the Board, and the Chair of the current Board Larry Patterson (San Mateo City Public Works Director) noted this would be a good time to take action if that was the direction of this task force. Mr. Patterson commented that if the intent is to shift, this is a good time to transition to an elected board and change the structure. He believes there is need for support on the technical side. Honorable Carlson talked about the need to get elected officials on the Board and he believes there is interest in pursuing this. Mr. Patterson stated that the institutional knowledge is a very important issue and he pointed to the huge loss when Redwood City Finance Director Brian Ponty left the Board. He noted that in his opinion an operating/technical committee with senior staff makes sense.

Honorable Frisella asked for an organizational chart from SBWMA and Mr. McCarthy provided it. Mr. McCarthy covered the chart in detail. Honorable Ira spoke about the need for a technical committee because that model already exists with South Bayside Systems Authority and is functional. Honorable Keith asked how often they meet and the answer was once a month. Dr. Bell interjected and clarified the types of items on the agenda for the next SBWMA agenda and how these items would normally go before a policy committee composed of elected officials in his experience. Dr. Bell also said that the elected body would need to figure out what their needs are. Honorable Ira thanked Mr. Patterson and Mr. McCarthy for their comments.

Honorable Ross said that it sounds like elected oversight is needed and he would like a technical committee that would report to the policy committee. There was concurrence from Foster City, Belmont and others. He is also willing to look at the issue of one JPA versus various agreement and supports bringing this back to the respective Councils for discussion. Honorable Benton agreed that there is a feeling that elected officials should sit on this board and he feels that this taskforce should provide some guidance on the new authority of this elected board. The question was asked as to how many votes were needed. Mr. McCarthy, from the audience, said that eight votes were needed for this item to pass. There was some discussion if East Palo Alto was going to be represented or not.

Dr. Bell was consulted on the options before the group. He commented that he appreciated Mr. McCarthy's collaboration and he believes this could go one of two ways: 1) send information out to the members here and they would forward to their councils and ask them to decide, but allow the new board to define its role, and option 2) would be the same but include recommending a definite role for the board. Honorable Frisella said she would vote for option one. Honorable Ira said he wants this task force to vote on a recommendation. Honorable Keith wanted to hear a little bit more about the third option on the staff report, and Dr. Bell elaborated that it pertains to the existence of a technical committee.

Honorable Carlson shared concerns with the transition and Honorable Ira noted that current board members would be of assistance if any issues came up. Mr. McCarthy asked that the new board composition be clearly defined and noted that the current JPA Board will need to send out the amendments to all agency members. Honorable Benton wanted to address the current JPA agreement and look at it on another agenda because he only wants to go to his City Council once.

Honorable Ira asked for a recommendation from this Task force to go to the various City Councils, and submit to them a package of information by the end of July and have them vote on the matter. Dr. Bell clarified that the goal is to have the councils look at the recommendation to change the governance structure to "elected" only, and not try to address other issues at this point. He believes that the new Board of elected officials should decide on the technical committee and the new Board would subsequently decide on additional changes. Dr. Bell reiterated that for now, the only change on the JPA agreement should be to specify "elected" as the composition of the Board.

**There was consensus on moving forward with this approach.**

Dr. Bell reiterated that the timeline will be that in late May, early June, Redwood City staff will get the packet to the Task force Members so they can forward to their Councils for action by end of July. Dr. Bell will send a red-lined version of the JPA agreement. Dr. Bell asked if the technical committee should be mentioned on the staff report that Redwood City will prepare and there was concurrence after some discussion. Chair Ira asked Mr. Patterson and Mr. McCarthy to work with our City Manager on the information needed to go out.

M/S Benton (Hillsborough)/Keith (Menlo Park) that each member of the Blue Ribbon Task Force make a recommendation to respective Councils in favor of changing the governance structure of the South Bayside Waste Management Authority (SBWMA) Board so that it is composed of "elected" officials. The motion also includes recommending to the new Board of the SBWMA (via the staff report), that the board shall, as a first order of business, appoint and determine the role and composition of a technical committee. **Motion carried unanimously by the agencies present (Redwood City, Atherton, Belmont, Foster City, Hillsborough, Menlo Park, San Carlos, San Mateo, County of San Mateo and West Bay Sanitary District).**

**6. Provide input, as appropriate regarding the process for bringing a recommendation back to the member agencies**

All

**7. Set Date and Agenda for Next Task Force Meeting**

All

There was consensus that there is no next meeting.

**8. Adjourn – The meeting adjourned at 7:15 p.m.**

Jeff Ira – Chair

Respectfully submitted,

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Silvia Vonderlinden,  
City Clerk

Dated: May 22, 2013

## ITEM 26

Council Report – June 2013  
Elizabeth Lewis

### **May 16, 2013**

#### **Atherton Dames General Meeting**

Luncheon held at the Jennings Pavilion in Holbrook Palmer Park.  
Election of Officers for 2013/2014 year was held with Susan Masetti and Frauke Janssen being Co-Presidents and Denise Kupperman as President-Elect for 2014/2015 with Susan.

### **May 17, 2013**

#### **Council of Cities Dinner – East Palo Alto**

Dinner at the Four Seasons Hotel. Rubic Abrica, Mayor of East Palo Alto spoke of the history of East Palo Alto and announced that on June 29, 2013 there will be a celebration with a parade and fireworks and music, cultural activities and recreational swimming at their Bell Street Park.

Vice Mayor Jerry Carlson and Council Member Cary Weist attended as representatives of Atherton.

### **May 20, 2013**

#### **Atherton Council Budget Workshop**

Review of 2013/2014 budget

### **May 21, 2013**

#### **CCAC – Community Center Advisory Committee**

### **May 38, 2013**

#### **Atherton Council Goals / Team Building Workshop**

All members of Council were present as well as City Manager and City Attorney.

### **May 29, 2013**

#### **CCAC – Community Center Advisory Committee**

Master Planning Consultant Interviews of 2 of the 4 consultants.

### **May 30, 2013**

#### **Atherton Council Goals / Team Building Workshop**

All members of Council were present as well as department heads for goal setting strategies.

### **June 31, 2013**

#### **Silicon Valley Leadership Group**

#### **2013 Regional Economic Forum**

#### **Computer History Museum**

Panels discussing regional economic drivers included:

Mayor Chuck Reed, City of San Jose

US Congresswoman Zoe Lofgren 19<sup>th</sup> District

US Congressman Eric Swalwell, 15<sup>th</sup> District

US Congressman Mike Honda 17<sup>th</sup> District

Jennifer Granholm, Former Governor of Michigan and Distinguished Visiting Professor of Law and Public Policy, UC Berkeley  
Overall consensus was that education is key to our region's economic health.

**June 3, 2013**

**Library JPA meeting**

Approved 2013/2014 budget

Re-elected Marianne Moise Derwin as Chair and Carol Groom as Vice Chair

**June 3, 2013**

**CCAC – Community Center Advisory Committee**

Master Planning Consultant Interviews – interviewed the last 2 candidates. Committee unanimously agreed upon one firm to recommend to full Council for approval. Also chose the #2 firm in ranking.

Held a Committee meeting afterwards and canceled the regularly scheduled meeting for June 9.

**June 5, 2013**

**San Francisco Airport Noise Abatement Community Roundtable**

**June 6, 2013**

**Atherton Dames President Cocktail Party**

Hosted by Frauke Janssen

**June 8, 2013**

**Lou Paponis' 90<sup>th</sup> Birthday party**

**June 12, 2013**

**Atherton Dames Goal Setting Meeting**

**Easter Egg Hunt Event Planning**

## ITEM 26

### Council Comments – June 2013 – Jerry Carlson

#### C/CAG Legislative Committee

The C/CAG lobbyist provides the committee with a monthly written and oral report updating what is going on in Sacramento. May was a busy time for introducing bills and getting them through their house of origin to be considered by the other house. The biggest focus has been on the Governor's proposed budget. However, there are several bills designed to lower the threshold vote needed to pass transportation funding measures to 55%/ Senator Hill's bill SB 557, guaranteeing funding for Caltrain's electrification project for a blended system, is still moving forward.

#### C/CAG Board

One of the information items being presented to the board concerns the possible relinquishing by the State El Camino Highway. San Jose is in the process of taking over a section of the road and other cities have expressed an interest as part of their Grand Boulevard vision for their portion of El Camino.

C/CAG is exploring a possible future county tax measure to help fund county and municipal costs that will be incurred to meet future costs for managing storm water runoff. A polling firm has been engaged to conduct 900 phone interviews and 12,000 survey mailers to county residents.

The C/CAG Board is comprised of 21 elected officials, one from each city and the county. Annually, each agency is assessed an amount for its membership dues. Atherton's contribution is \$6,117 which has been constant the last several years. It is anticipated the following year (2014/2015) will see a 5% increase in dues.

PG&E presented to the board their proposed General Rate Case investment of about \$2 billion. which is pending approval from the PUC. This may result in as an 18% increase in utility bills, if approved.

San Mateo County Energy Watch is offering no cost audits to cities. There is also a funding mechanism set up for lending agencies to borrow up to \$1 million for energy saving projects, at zero financing cost.

Presentations were received from the Peninsula Traffic Congestion Relief Alliance, SMC Energy Watch, the Stormwater Quality and Priority Conservation Area Grant Program. Copies of the handouts are in the City Manager's Office.

#### Council of Cities

The Four Seasons Hotel hosted the East Palo Alto event, at which the Mayor described his city's planned 30<sup>th</sup> birthday celebration.

### **Menlo Park Chamber Transportation Committee**

**The monthly meeting of this committee provides a source of information concerning transportation related issues (car, bike, pedestrian and Dumbarton, Caltrain and High Speed rail), It is evident that given the number of significant development project going on in Menlo Park, Atherton needs to closely monitor to ensure its interests are considered when necessary. What Menlo Park decides to do about rail grade crossings will have some impact on Atherton, as well.**

### **Credits**

**Thank you, to the Mayor and other Council members. I have had an interesting experience serving with you. The successful execution of the master planning processes for the Town Center, Bike and Pedestrian Routes and the Park will be largely dependent on listening carefully and paying heed to the community's wishes. Don't make the same mistake others have made in undervaluing the will of the community in all matters.**

**Thank you, Town staff. You are a very good team. You are the "doers" and the means for keeping Atherton safe and a special place to live. You will discover many ways for using new technical means for doing the job of government more efficiently while achieving an even higher service level.**

**Thank you, residents for giving me the opportunity to serve on the council for nearly eight years. Two terms is probably the optimum time to be on a committee, commission or council. The Town needs fresh ideas from energetic participants. The experience and talent that resides in this community is incredible. Every household should be actively engaged in ensuring the right policies and decisions are being made by the Council, and being expertly implemented by staff. Active resident engagement is a powerful force in determining the future of the Town.**

**Menlo Park Fire Protection District –**

The meeting was only a few days after Fire Chief Harold Schapelhouman fell from a ladder when doing chores and the mood was somewhat somber. The board expressed concern and hoped for his quick recovery. There was a Closed Session related to: 1) Conference with labor negotiator and 2) Conference with legal council on existing litigation. Due to the Chief's absence there was no Chief's report. The Directors had eight (8) consent items (none were pulled) all were approved. There were five (5) items on the regular agenda all agenda items were approved. Key items on the agenda were as follows: 1) Item #18, wherein the board approved a contract with Douglas Sporleder to service as interim Fire Chief effective May 30, 2013. 2) Item #20 was the approval of a revised records retention schedule. Under new business, Director Silano requested a discussion related to developing a succession planning for management and personnel within the District. Staff will be looking into a consultant and will report back. Director Silano requested the status of a \$45,000 bill submitted to the City of Menlo Park for fees; as of the meeting date there had been no response.

**Transportation Committee –**

There were several topics under new business: 1) Speeding vehicles on Fredrick – the Police Department reviewed the area and determined that a majority of traffic was within the speed limit with an occasional speeder; and 2) Cut through traffic on Middlefield, Oak Grove, Toyon, Edge, and Ringwood- an assessment determined that cut through traffic does occur when traffic gets congested on arterial streets. Long Term issues – Traffic Growth as a result of Facebook, the Police Department will continue to analyze traffic patterns. Under Staff Reports the following was discussed: 1) Concerns related to the pedestrian and vehicle safety at the Alameda and Stockbridge intersection; Staff reflected the jurisdiction of the intersection is half Atherton and half County/CHP jurisdiction. The accident rate for the intersection is actually somewhat low. Comments were made that the students are crossing outside the intersection to avoid the intersection because it is so unsafe. It was also raised that the topography and angles make this intersection even more difficult. Staff is going to contact the County Public Works Department to voice concerns related to safety and talk about options; staff will report back.

**HSR Committee**

Mike Brady spoke related to opening arguments in the pending HSR lawsuit in Sacramento on Friday May 30, 2013. The first phase is the Writ Phase, Stewart Flashman is the writ expert and dealt two points - the environmental compliance and funding. A win on either of these points should stop HSR. However, a win, still just likely means an appeal by the opposition. William Grindley spoke to the committee related to various additional issues concerning HSR. Some of the points were as follows: 1) Blended system changes what voters approved; 2) in 2-6 weeks a decision should be made, and should determine what the "scope will be for the second phase"; 3) the Rail Authority hired a high priced law firm to argue NSF lines and HSR connection. If it is determined STB has jurisdiction, it could delay the project. Project start date is important because of the mandatory 2017 requirement ; 4) If the third

phase lasts 2 years – HSR dies; 5) There is no contract or written agreement with Union Pacific for the tracks ; 6) Comments were made to the bidding scandal; 7) Paul Jones wrote a response related travel time and performed an independent analysis; 8) Jack Ringham presented a Power Point presentation on “Ridership for Dummies” . The presentation covered other train systems around the world showing ridership, locations and cultures. In summary, his presentation illustrated that when you compare other systems to the HSR system, all indicators support conclusions of a failure. Jim Janz spoke related to the Federal Transportation Board. R Jeff Denum reported that Congress requested a review of the F.T. B. Casey Fromson from CalTrain External Affairs was also in attendance. She reported on the Cal Train Electrification; and indicated the website has comments and a summary report posted. Approximately 200 written comments and +/- 150 people were in attendance at last meeting. It is expected that the Draft EIR will be completed by the end of 2013. San Francisco requested a study of the King/4<sup>th</sup> Street station and its removal. Casey reflected the study will only be included if it is easy to do. Hold Out Station Rule, Sebastian Petty with Caltrain made comments and reflected a high level scope of work requirement. The cost for the Atherton Station alone is \$230,000. Removal of the hold out rule, concept, and costs, including the 3<sup>rd</sup> track question, and one that does not have a 3<sup>rd</sup> track were discussed Design options and safety options will be included. The next steps include identifying funding and design. A review will also be made of a positive train control view. With respect to “Quad Gates”, Mike Kashiwagi indicated funding estimated cost is \$750,000. There were comments made related to a “quiet zone”. Caltrain staffing and compensation was discussed, Jack Ringham indicated in general, there are endless employees and strong compensation from the top down. The issue of a “Grand Jury” investigation was raised because of the massive amounts of money being spent by taxpayers. Ms. Fromson reflected all employee compensation information is publicly available. Mike Kashiwagi reported on Grade Crossings, Traffic Studies, and Service Operations -two studies overview, 72 hrs = notice. They are building on the 2011 work analysis. No decisions have been made based on analysis and background costs are unknown.

#### **Peninsula Cities Consortium (PCC)-**

Due to a conflict that Councilman Carlson had, I attended the PCC meeting on Friday June 7, in his absence. Two other members, Chair Patrick Burt and Richard Cline, had conflicts and were not in attendance. There were approximately fifteen (15) members of the public in attendance. Vice Chair Cathy Baylock ran the meeting. Due to the absence of the chair, the meeting was more interactive with speakers and the PCC. The minutes of the last meeting were approved as presented. Several members of the public commented related to the June 5<sup>th</sup> Sacramento hearing on HSR. The HSR meeting comments above encompass the majority of what was expressed. Caltrain Policymaker working group and recent actions were discussed. Casey Fromson spoke in summary format, covering the same topics as were presented to the HSR committee. Jim Janz spoke in detail related to Atherton’s rail committee and the lawsuit. The July 12 meeting was cancelled and the next meeting is set for Brisbane on August 2, 2013 for 8:30 am.