



AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT
SEPTEMBER 16, 2009

5:00 P.M.

Meeting Room
Town Administrative Offices

91 Ashfield Road
Atherton, California

Closed Session

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

5:02 P.M. PUBLIC COMMENTS

5:15 P.M. CLOSED SESSION

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

Agency Negotiators: Council Member Dobbie, Council Member Lewis

Unrepresented Employee: City Manager

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

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

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

Two (2) potential cases

- Pacific Peninsula Group Claim *January 21, 2009*
- Carol Flaherty Claim *October 15, 2008*

RECONVENE TO OPEN SESSION

Report of action taken.

6:30 P.M. ADJOURN

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



AGENDA
Town of Atherton
CITY COUNCIL/ATHERTON CHANNEL
DRAINAGE DISTRICT
SEPTEMBER 16, 2009

7:00 P.M.

Council Chambers

91 Ashfield Road
Atherton, California

Special Meeting

7:00 P.M. ROLL CALL Lewis, Dobbie, Marsala, McKeithen, Carlson

7:02 P.M. PUBLIC COMMENTS

7:05 P.M. REGULAR AGENDA

**1. DISCUSSION AND DIRECTION REGARDING RESOLUTIONS
TO BE CONSIDERED AT THE LEAGUE OF CALIFORNIA
CITIES CONFERENCE**

Report: City Manager Jerome D. Gruber

Recommendation: Give direction to voting delegate for the Town
Councils position on resolutions considered at the 2009 League of
California Annual Business Meeting

**2. AWARD OF CONTRACT TO INTERNATIONAL SURFACING
SYSTEMS FOR TOWN CAPE SEAL PROJECT NO. 09-001 IN AN
AMOUNT NOT TO EXCEED \$272,519.33 PLUS A TEN PERCENT
CONSTRUCTION CONTINGENCY, FOR A TOTAL
AUTHORIZATION OF \$299,771.26**

Report: Public Works Director Duncan Jones

Recommendation: Award the contract for the Town Cape Seal Project
No. 09-001 to International Surfacing Systems and Authorize the City
Manager to sign the contract in an amount not to exceed \$272,519.33, plus
a ten percent construction contingency for a total authorization of
\$299,771.26

7:20 P.M. ADJOURN

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Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME D. GRUBER, CITY MANAGER

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: DISCUSSION AND DIRECTION REGARDING RESOLUTIONS TO BE
CONSIDERED AT THE LEAGUE OF CALIFORNIA CITIES
CONFERENCE**

RECOMMENDATION

Give direction to voting delegate for the Towns position on resolutions considered at the 2009 League of California Annual Business Meeting

BACKGROUND

At the August 19, 2009 City Council meeting, Council designated Mayor Jerry Carlson as the voting delegate and Council Member Charles Marsala as the alternate.

DISCUSSION

The League's 2009 Annual Conference is scheduled for September 16-18 in San Jose. The Annual Business is scheduled for 3:15 p.m. on Friday, September 18th. At this meeting the League membership considers and takes action on resolutions that establish League policy.

The resolutions have been included in this packet. Council may wish to discuss these and give direction to the voting delegate.

FISCAL IMPACT

There is no fiscal impact.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

July 24, 2009

TO: Mayors, City Managers and City Clerks
League Board of Directors
General Resolutions Committee Members
Members, League Policy Committees to Which Resolutions Are Referred

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2009 Annual Conference Resolutions Packet.

Annual Conference in San Jose. This year's League Annual Conference will be held September 16-18 at the San Jose Convention Center. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Annual Business Meeting - Friday, September 18, 3:15 p.m. The League's Annual Business Meeting will be held at the San Jose Convention Center, Exhibit Hall 1

Resolutions Packet. At the Annual Conference, the League will consider the two resolutions introduced by the deadline — Friday, July 17, 2009, 5 p.m., for submittals by regular mail, or Saturday, July 18, midnight, for submittals by e-mail or fax. These resolutions are included in this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolutions packet is posted on the League's Web site for your convenience: www.cacities.org/resolutions.

This resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which resolutions will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the Annual Business Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. Copies of the letter, voting delegate form, and additional information are also available at: www.cacities.org/resolutions.

Please Bring This Packet to the Annual Conference
September 16-18 — San Jose

I. INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: This year, two resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees. The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

POLICY COMMITTEES: Two policy committees will meet at the Annual Conference to consider and take action on resolutions referred to them. They are: Public Safety and Revenue and Taxation. Both committees will meet at 11 a.m. on Wednesday, September 16, 2009 at the Marriott San Jose, located next to the San Jose Convention Center. Please see page iii for the policy committee meeting schedule. The sponsors of the resolutions have been notified of the time and location of the meetings.

In addition, one policy committee, Employee Relations, will meet at the Annual Conference even though a resolution was not referred to them.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 4:00 p.m. on Thursday, September 17, at the Marriott San Jose, Salon IV - VI, to consider the reports of the two policy committees regarding the two resolutions. This committee includes one representative from each of the League's regional divisions, functional departments, standing policy committees, as well as other individuals.

ANNUAL BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 3:15 p.m. on Friday, September 18, at the San Jose Convention Center, Exhibit Hall 1.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 3:15 p.m., Thursday, September 17. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedure may be directed to Linda Welch Hicks at the League office: lhicks@cacities.org or (916) 658-8224.

II. GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities and the League is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the Board of Directors.
 - (c) Consider important issues not adequately addressed by the policy committees and Board of Directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

**III.
LOCATION OF MEETINGS**



**Policy Committee Meetings
Wednesday, September 16, 2009
Marriott San Jose**

301 South Market Street, San Jose, CA 95113 – (408) 280-1300
(Located next to the San Jose Convention Center)

**POLICY COMMITTEES MEETING AT ANNUAL CONFERENCE TO
DISCUSS AN ANNUAL CONFERENCE RESOLUTION ***

11 a.m. – 12:30 p.m.

*** Public Safety – Salon IV**

*** Revenue and Taxation – Salon III**

**Note: Employee Relations will also meet,
but they have no resolution to consider – Salon I**

Note: These committees will NOT meet at the Annual Conference:
Administrative Services; Community Services; Environmental Quality;
Housing, Community & Economic Development; and
Transportation, Communication & Public Works



**General Resolutions Committee
Thursday, September 17, 2009, 4:00 p.m.
Marriott San Jose, Salon IV-VI**

301 South Market Street, San Jose, CA 95113 – (408) 280-1300
(Located next to the San Jose Convention Center)



**Annual Business Meeting and General Assembly
Friday, September 18, 2009, 3:15 p.m.
San Jose McEnery Convention Center, Exhibit Hall 1
150 West San Carlos Street, San Jose, CA 95113 – (408) 295-9600**

IV. KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation
to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Social Host Liability			

REVENUE AND TAXATION POLICY COMMITTEE

		1	2	3
2	Divesting From Banks/Financial Institutions That Fail To Cooperate With Foreclosure Prevention Efforts			

Please note: One policy committee, Employee Relations, without a resolution will still meet. Notification will be mailed to all committee members. Information will also be posted on each committee's page on the League Web site: www.cacities.org.

RESOLUTIONS INITIATED BY PETITION AT THE ANNUAL CONFERENCE

		General Resolutions Committee Recommendation	General Assembly Action

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

Action Footnotes

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

- A - Approve
- D - Disapprove
- N - No Action
- R - Refer to appropriate policy committee for study
- a - Amend
- Aa - Approve as amended
- Aaa - Approve with additional amendment(s)
- Ra - Amend and refer as amended to appropriate policy committee for study
- Raa - Additional amendments and refer
- Da - Amend (for clarity or brevity) and Disapprove
- Na - Amend (for clarity or brevity) and take No Action
- W - Withdrawn by Sponsor

Procedural Note: Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

V.
2009 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

1. RESOLUTION RELATING TO SOCIAL HOST LIABILITY

Source: City of Elk Grove
Referred to: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, underage persons often obtain alcoholic beverages at gatherings held at private residences or at rented residential and commercial premises that are under the control of a person who knows or should know of the underage service and/or consumption of alcohol; and

WHEREAS, loud or unruly parties on private property where alcoholic beverages are served to, or consumed by an underage person, are harmful to the underage person themselves and are a threat to public health, safety, quiet enjoyment of residential property and general welfare, and constitute a public nuisance; and

WHEREAS, persons responsible for the occurrence of loud or unruly parties on private property over which they have possession or control have a duty to ensure that alcoholic beverages are not served to, or consumed by underage persons; and

WHEREAS, adults who provide alcohol to adolescents explicitly indicate an approval of underage alcohol use; and

WHEREAS, law enforcement, fire, or other emergency responders repeatedly respond to underage drinking parties, resulting in a disproportionate expenditure of public safety resources on these parties, delaying police responses to other emergency calls throughout the community; and

WHEREAS, law enforcement has inadequate enforcement authority and resources to respond to underage drinking on private property; and

WHEREAS, cities and counties require a variety of enforcement strategies to abate underage drinking parties; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled in Annual Conference in San Jose, September 18, 2009, that the League support policies that hold social hosts responsible for underage drinking that occurs on property under their possession, control, or authority; and, be it further

RESOLVED, that the League also oppose policies that make it easy for those who are underage to access alcohol through adults, and on private property.

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Background Information on Resolution No. 1

Source: City of Elk Grove

Title: Resolution Relating to Social Host Liability

Background:

The City of Elk Grove is located just south of the state capital of Sacramento. According to the 2007 U.S. Census, the City's population was estimated at 140,000. After incorporating in July of 2000, for six years the City contracted with the Sacramento County Sheriff's Department for police services; however in 2006, the City formed its own police department and began serving this rapidly growing community. Since the Department's inception, the city has continued to grow in size, leading to an increasing need for additional officers to patrol the streets, investigate crimes, and respond to calls for service.

Between January 1, 2007 and December 31, 2008, the Elk Grove Police Department (EGPD) responded to more than 2,000 reports of loud and unruly parties, noise and/or music at private residences. The majority of these calls involved persons under the age of 21 who were consuming alcohol. This is a dangerous combination not only for those participating and in attendance, but also for surrounding neighbors, the community, and law enforcement personnel.

Underage drinking and unruly parties lead to an array of problems such as; alcohol related traffic accidents, gang activity, fights, noise disturbances, sexual assault, property damage, and other forms of crime. When law enforcement personnel responds to gatherings involving the consumption of alcohol by minors, it takes away valuable resources from other service calls in the community, thereby placing the community at an increased risk. Additionally, adults who give alcohol to minors are explicitly approving underage drinking while showing a complete disregard for the law, the well-being of minors, and the community as a whole.

Currently, law enforcement is somewhat limited in its authority to control what occurs on private property. California state law prohibits furnishing alcoholic beverages to underage persons; however, the law does not address the consequences when a minor possesses or consumes alcohol while on private property, or when such alcohol consumption is done with the consent of an adult, parent, relative, or legal guardian.

When law enforcement officers receive a complaint regarding an unruly party or event on private property where underage drinking is occurring; it is extremely difficult to take any action that results in the responsible individual or host being held accountable. Furthermore, law enforcement, fire and emergency response services are not currently reimbursed for the costs associated with responding to a location where minors obtain, possess, and consume alcoholic beverages.

The goal of Social Host Liability is: 1) to protect public health, safety and general welfare; 2) provide a legal means of prohibiting the service to and consumption of alcoholic beverages by minors on private property; and 3) to reduce the costs of providing law enforcement, fire, and other emergency response services to premises where alcoholic beverages are being served to or consumed by minors.

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RESOLUTION REFERRED TO REVENUE AND TAXATION POLICY COMMITTEE

2. RESOLUTION URGING CITY GOVERNMENTS AND OTHERS TO DIVEST FROM BANKS THAT FAIL TO COOPERATE WITH FORECLOSURE PREVENTION EFFORTS

Source: Richard Alarcón, Council Member, Los Angeles

Referred to: Revenue and Taxation Policy Committee

Recommendation to General Resolutions Committee:

WHEREAS, there is currently a financial crisis in our nation, where people are losing their jobs and homes and no longer have the financial security that was once possible and which contributed to the growing prosperity of our economy; and

WHEREAS, this crisis is affecting communities at all levels, with working class communities the most severely affected, as they were often explicitly targeted and preyed upon by lenders and brokers offering unconventional loans and financing options; and

WHEREAS, as the local, state, and federal governments work on resolving the current foreclosure crisis, one of the key factors that must be addressed is the modification of loans that are "upside-down," and which need to be modified to the current market value of the home, not the original loan amount, so that homeowners facing foreclosure receive true relief from the burden of the loans they were unjustly pushed into by aggressive lenders and brokers; and

WHEREAS, currently, there is active pressure on financial institutions to modify loans for homeowners susceptible to foreclosure by reducing the principal to the current market value and many financial institutions are not inclined to do this, particularly with no financial incentive; and

WHEREAS, as with local government, financial institutions have an obligation in assisting their customers to preserve the American Dream; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled in the Annual Conference in San Jose, September 18, 2009, that the League support the City of Los Angeles, and other member cities, to explore the potential divestiture of all deposits in banking and other financial institutions that fail to cooperate with foreclosure prevention efforts that include temporary moratoriums on foreclosures, renegotiation of mortgage principles to reflect current values, and good faith negotiations with mortgagees; and, be it further

RESOLVED, that the League of California Cities also support City retirement programs and other similar organizations which adopt a similar divestiture policy; and, be it further

RESOLVED, that the League of California Cities request the National League of Cities to consider adoption of a similar resolution.

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Background Information on Resolution No. 2

Source: Richard Alarcón, Council Member, Los Angeles
Title: Resolution Relating to City Governments And Others To Divest From Banks That Fail To Cooperate With Foreclosure Prevention Efforts

Background:

The foreclosure crisis in America today is profound. In 2008, about 1 million homes were foreclosed. With rising unemployment, this trend is only projected to continue. While foreclosure is devastating to homeowners, it also harms property values, neighborhood safety and government revenue. Local governments are hit especially hard by the foreclosure crisis due to the decrease in property taxes collected, as well as costs related to foreclosures – particularly for safety. A single foreclosure costs up to \$34,000 for local government agencies, through inspections, court actions, police and fire department efforts, potential demolition, unpaid water and sewage, and trash removal. Foreclosures eat up money that could have been available for housing, transportation, parks and recreation, public safety, etc.

It is therefore incumbent on cities to take action to protect their communities and their finances. Cities must step in to force financial institutions to be responsible neighbors and protect the property from vandalism, return it to the market quickly, and find a buyer. Doing this remediation work is difficult but many cities have already been at work on solutions for the last two years. Unfortunately, the key “partner” in this work – the financial institutions holding the property title – have in many cases not upheld their side of the bargain. So what can cities do when the title holding bank will not cooperate? Cities can and should use their financial clout and divest their funds from financial institutions which do not cooperate with foreclosure prevention and remediation efforts, thus providing pressure for these groups to change their policies.

Earlier this year Councilmember Alarcón introduced a motion in the City of Los Angeles to do just that. The idea came from his effort in 1998 to assist Holocaust victims and their heirs in seeking restitution from the Swiss government and banks for money and assets confiscated during WWII. After the Councilmember introduced a motion to have the City of Los Angeles divest all funds from Swiss banks, negotiations involving the banks and the World Jewish Congress began and ultimately resulted in a settlement of \$1.25 billion later that year. If it worked then, it can work now.

It is Councilmember Alarcon's belief that if cities all around California were to take action and begin the process towards divestment, it would result in banks and other financial institutions, which do not currently work with foreclosure prevention efforts, to reverse their policies. This could help thousands of families throughout California and put us back on track to a prosperous economy.

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[NOTE: No resolutions were assigned to the following policy committees: Administrative Services; Community Services; Employee Relations; Environmental Quality; Housing, Community & Economic Development; and Transportation, Communication & Public Works.]

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Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009.

**SUBJECT: AWARD OF CONTRACT TO INTERNATIONAL SURFACING
SYSTEMS FOR TOWN CAPE SEAL PROJECT NO. 09-001 IN AN
AMOUNT NOT TO EXCEED \$272,519.33 PLUS A TEN PERCENT
CONSTRUCTION CONTINGENCY, FOR A TOTAL
AUTHORIZATION OF \$299,771.26.**

RECOMMENDATION:

Award the contract for the Town Cape Seal Project No. 09-001 to International Surfacing Systems per the September 15, 2009 bids. The amount of award will be \$272,519.33 plus a 10% contingency of \$27,251.93 for a total authorization of \$299,771.26, and to authorize the City Manager to sign the contract on behalf of the Town.

INTRODUCTION:

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

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

will remain flexible for years, and as cracks work their way up from the sub-base of the road they are filled by the pliable material.

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

ANALYSIS:

Three bids for the project were received and opened at 3:00 p.m. at 91 Ashfield Road in Atherton. The following were the results of the bids;

Bond Blacktop	Union City, Ca.	\$284,954.75
Graham Contractors, Inc.	San Jose, Ca.	\$278,686.10
International Surfacing Systems	Modesto, Ca.	\$272,519.33

FISCAL IMPACT:

Proposition 42 funds in the amount of \$125,000 and Gas Tax funds in the amount of \$192,000, totaling \$317,000, are budgeted for this project in FY 2008-09. Bids were received for the project on September 15, 2009. International Surfacing Systems was the low bidder at \$272,519.33. This bid was 19% below the engineer's estimate prepared by staff, the designer of the project, of \$338,156. A 10% construction contingency of \$27,251.93 would bring the total authorization to \$299,771.26, which is below the FY 2009-09 budget.

Prepared By:

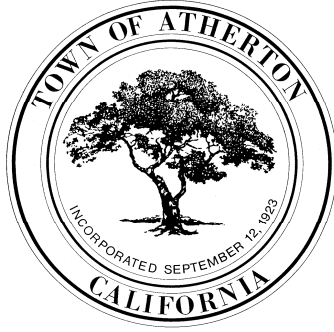
Approved:

/s/ Duncan L. Jones

/s/ Jerome D. Gruber

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

Jerry Gruber
City Manager



AGENDA
Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
SEPTEMBER 16, 2009
7:00 p.m.
TOWN COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California
REGULAR MEETING

PLEASE NOTE:

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

7:00 P.M. 1. **PLEDGE OF ALLEGIANCE**

7:02 P.M. 2. **ROLL CALL** Lewis, Dobbie, Marsala, McKeithen, J. Carlson

7:03 P.M. 3 **PRESENTATIONS**

Certificate of Achievement to Nicholas Caine – Atherton Resident who Swam the English Channel

New Disaster Preparedness Vehicle – Presentation by Disaster Committee Representatives Doug Devivo and Paul Jemelian

7:15 P.M. 4. **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*

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

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

7:30 P.M. 7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT**

CAROLYN WILLIAM – Selby Lane Principal

7:30 P.M. **CONSENT CALENDAR** (Items 8-23)

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

8. **APPROVAL OF AUGUST 19, 2009 MEETING MINUTES**

Recommendation: Approve August 19, 2009 meeting minutes

9. APPROVAL OF BILLS AND CLAIMS FOR AUGUST 2009 IN THE AMOUNT OF \$1,588,507

Recommendation: Approve Bills and Claims in the amount of 1,588,507

10. ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE MONTH ENDED AUGUST 31, 2009

Recommendation: Accept Monthly Financial Report

11. ACCEPTANCE OF TREASURER'S REPORT FOR THE FOURTH QUARTER ENDED JUNE 2009

Report: Finance Director Louise Ho

Recommendation: Accept the Treasurer's Report for the Fourth Quarter Ended June 30, 2009

12. APPROVAL OF RESOLUTION 09-34 APPROVING A BANKING SERVICES AGREEMENT WITH THE WELLS FARGO BANK N.A. AND AN AMENDMENT TO THE STATE OF CALIFORNIA MERCHANT SERVICES AGREEMENT WITH WELLS FARGO MERCHANT SERVICES L.L.C. AND AUTHORIZING CERTAIN TOWN OFFICIALS TO ACT ON BEHALF OF THE TOWN IN REGARD TO BANKING SERVICES

Report: Finance Director Louise Ho

Recommendation: Approve resolution 09-34 approving the banking services agreement with the Wells Fargo Bank and an amendment to the State of California master services agreement card payment acceptance with Wells Fargo Merchant Services, L.L.C. and authorizing certain Town officials to act on behalf of the Town in regard to banking and merchant services

13. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$7,244.91 FOR THE HOLBROOK-PALMER PARK SEWER IMPROVEMENT PROJECT NUMBER 08-027

Report: Public Works Director Duncan Jones

Recommendation: Authorize recording of a notice of completion and approving contract change orders in the amount of \$7,244.91 for the Holbrook-Palmer Park Sewer Improvement Project Number 08-027

14. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDERS IN THE AMOUNT OF \$31,412.92 FOR THE STREET RECONSTRUCTION PHASE 5 PROJECT NUMBER 08-023

Report: Public Works Director Duncan Jones

Recommendation: Authorize recording of a notice of completion and approving contract change orders in the amount of \$31,412.92 for the Street Reconstruction Phase 5 Project Number 08-023

15. **APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE THE POLHEMUS AVENUE DRAINAGE PROJECT NUMBER 08-011**
Report: Public Works Director Duncan Jones
Recommendation: Approve the plans and specifications and authorize advertisement for bids for the Polhemus Avenue Drainage Project Number 08-011
16. **AUTHORIZATION TO REQUEST PERMISSION FROM SAN MATEO COUNTY TO PLACE A “NO RIGHT TURN 7 AM TO 9 AM” SIGN ON MARSH ROAD AT FAIR OAKS AVENUE FOR A SIX-MONTH TRIAL PERIOD**
Report: Public Works Director Duncan Jones
Recommendation: Direct Staff to Request permission from San Mateo County to place a sign on Marsh Road at Fair Oaks Avenue prohibiting right turns during the peak period from 7-9 AM
17. **APPROVE A CONTRACT CHANGE ORDER FOR JJ NGUYEN, INC. FOR THE HOLBROOK-PALMER WATER TOWER LAWN PROJECT (PHASE 2) NUMBER 08-026 IN THE AMOUNT OF \$6,952.00**
Report: Public Works Director Duncan Jones
Recommendation: Approve a Contract Change Order for JJ Nguyen, Inc. for Holbrook-Palmer Water Tower Lawn Project (Phase 2), project number 08-026 in the amount of \$6,952.00
18. **APPROVAL OF AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOLDFARB & LIPMAN FOR LEGAL ASSISTANCE ON THE HOUSING ELEMENT**
Report: Deputy Town Planner Lisa Costa Sanders
Recommendation: Approve contract amendment to allow for additional services with Goldfarb & Lipman for legal assistance with the Housing Element in an amount not to exceed \$3,500
19. **APPROVAL OF CONSULTANT SERVICES AGREEMENT WITH CRW FOR PROGRAMMING THE PROPOSED MASTER FEE SCHEDULE AND FOR INTERFACE WITH SPRINGBROOK FINANCIAL SOFTWARE IN AN AMOUNT NOT TO EXCEED \$22,475 PLUS A TEN PERCENT CONTINGENCY, FOR A TOTAL AUTHORIZATION OF \$24,723**
Report: Building Official Mike Wasmann
Recommendation: Approve consultant services agreement with CRW for programming the proposed master fee schedule and for interface with Springbrook financial software and authorize City Manager to execute the agreement in an amount not to exceed \$22,475 plus a ten percent contingency for a total authorization of \$24,723

20. **APPROVAL OF AMENDMENT TO AGREEMENT WITH THE CITY OF REDWOOD CITY FOR VEHICLE MAINTENANCE AND FUEL PURCHASE**
Report: Police Chief Glenn Nielsen
Recommendation: Approve Amendment to authorize the renewal of the maintenance and fuel agreement with Redwood City for FY 09-10
21. **APPROVAL OF A RESOLUTION TO PARTICIPATE IN ACTERRA'S ENERGY EFFICIENCY PROGRAM FOR HIGH ENERGY HOMES, AUTHORIZE ACTERRA TO APPLY AND RECEIVE ENERGY EFFICIENCY AND CONSERVATION BLOCK (EECBG) FUNDING ON BEHALF OF THE TOWN OF ATHERTON, AND AUTHORIZE ACTERRA EXECUTIVE DIRECTOR MICHAEL CLOSSEN TO EXECUTE ALL NECESSARY AGREEMENTS TO IMPLEMENT AND CARRY OUT THE PURPOSES OF THE EECBG AWARD**
Report: Town Arborist Kathy Hughes Anderson
Recommendation: Approve Resolution 09-35 to participate in Acterra's energy efficiency program for high energy homes, and authorize Acterra to apply and receive EECBG funding on behalf of the Town of Atherton, and authorize Acterra Executive Director Michael Clossen to execute all necessary agreements to implement and carry out the purposes of the EECBG award
22. **REJECT CLAIM OF KATHRYN NICOSIA**
Report: Assistant City Manager Eileen Wilkerson
Recommendation: Adopt Resolution 09-36 rejecting claim of Kathryn Nicosia
23. **RETURN UNTIMELY CLAIM OF JOHN P. JOHNS RECEIVED ON AUGUST 3, 2009**
Report: Assistant City Manager Eileen Wilkerson
Recommendation: Instruct staff to return the claim of John P. Johns without action as it is untimely

PUBLIC HEARINGS (24-25)

- 8:00 P.M. 24. **ORDINANCE AMENDING AND RESTATING TITLE 17 TO THE ATHERTON MUNICIPAL CODE - A COMPREHENSIVE ZONING ORDINANCE UPDATE**
Report: Deputy Planner Lisa Costa Sanders
Recommendation: City Council continue the public hearing to the October 21, 2009 meeting
- 8:15 P.M. 25. **ADOPT RESOLUTION 09-32 TO APPROVE MASTER FEE SCHEDULE SETTING MISCELLANEOUS FEES FOR TOWN SERVICES**
Report: Finance Director Louise Ho

Recommendation: Conduct a Public Hearing and Adopt resolution 09-32 approving Master Fee Schedule for miscellaneous fees for Town services

REGULAR AGENDA (Items 26-27)

- 9:00 P.M. 26. RECONSIDERATION AND APPROVAL OF AMENDMENT #1 TO THE PROFESSIONAL/CONSULTING SERVICES AGREEMENT BETWEEN NBS AND THE TOWN OF ATHERTON FOR COST ALLOCATION PLAN, FULL COST RECOVERY STAFF HOURLY RATES, AND COMPREHENSIVE FEE STUDY**
Report: Finance Director Louise Ho
Recommendation: Approve amendment #1 to the professional/consulting services agreement dated January 29, 2009, with NBS; and authorize City Manager to execute in an amount not to exceed \$14,600
- 9:15 P.M. 27. TOWN RESPONSE TO CIVIL GRAND JURY REPORT - TRASHTALK: RETHINKING WASTE MANAGEMENT RFP PROCESS BY THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**
Report: City Manager Jerome D. Gruber
Recommendation: Accept the Town's response to the Civil Grand Jury Report on Trashtalk: Rethinking Waste Management RFP Process by the South Bayside Waste Management Authority
- 9:30 P.M. 28. COUNCIL REPORTS**
- 9:45 P.M. 29. FUTURE AGENDA ITEMS**
- 9:55 P.M. 30. PUBLIC COMMENTS**
- 10:00 P.M. 31. ADJOURN**

PLEASE NOTE THE FOLLOWING INFORMATION:

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

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

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

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

Certificate of Achievement



Nicholas Caine

*For His Work and Dedication in
Swimming the English Channel*

The City Council of the Town of Atherton acknowledges your dedication and hard work in preparing and swimming the English Channel from Dover, England to the shores near Calais, France in 13 hours, 11 minutes.

The Town of Atherton is fortunate to have such an extraordinary athlete like you to represent the Town and hope that others will follow by example.

Jerry Carlson, Mayor

Dated



Draft Minutes

**Town of Atherton
CITY COUNCIL
ATHERTON CHANNEL DRAINAGE DISTRICT
AUGUST 19, 2009
7:00 p.m.
TOWN COUNCIL CHAMBERS
94 Ashfield Road
Atherton, California
REGULAR MEETING**

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

1. PLEDGE OF ALLEGIANCE

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

Council Member Jim Dobbie was excused.

3. PRESENTATIONS

Mayor Carlson presented a certificate of appreciation to Dr. Sam Goodman for his service on the Town's Audit Committee.

4. PUBLIC COMMENTS

Colleen Anderson, Atherton resident, voiced her concerns on safety issues for children on Parker Avenue.

Denise Kupperman, Atherton resident, announced that the annual "Swing in the Park" a Holbrook-Palmer Park and Atherton Dames fundraiser will be held on September 13th.

5. REPORT OUT OF CLOSED SESSION

City Attorney Wynne Furth reported that there was no reportable action from Closed Session.

6. CITY MANAGER'S REPORT

City Manager Jerry Gruber informed Council that he went to Parker Ave to discuss and request voluntary compliance with neighbors on parking and safety issues and concerns.

Gruber informed Council that Congresswoman Anna Eshoo will hold a Town Hall meeting in Menlo Park to discuss High Speed Rail on August 26th.

Gruber stated that he and Police Chief Nielsen attended a meeting at Atherton resident Zach Whitman's home for Selby Lane homeowners.

Gruber informed Council that the new siren on Walsh Road was installed and tested the previous Friday. Mayor Carlson, Council Member Lewis and Police Chief Nielsen were in attendance for the ceremony.

Gruber concluded that the Encinal traffic light and crosswalk still need to go to the Menlo Park City Council in September.

7. **COMMUNITY ORGANIZATION ROUNDTABLE REPORT**

None

CONSENT CALENDAR (Items 8-27)

Council Member Marsala removed Item 21.

Vice Mayor McKeithen removed Item 18.

Council Member Lewis removed items 16, 19, 20, and 25. Lewis had questions on Item 11 and 12.

Mayor Carlson removed Item 24.

8. **APPROVAL OF JULY 15, 2009, JULY 28, 2009, SPECIAL MEETING
AUGUST 3, 2009, SPECIAL AND AUGUST 10, 2009, SPECIAL
MEETING MINUTES**

Recommendation: Approve July 15, 2009, July 28, 2009 Special meeting,
August 3, 2009 Special meeting and August 10, 2009 meeting minutes

9. **APPROVAL OF BILLS AND CLAIMS FOR JUNE 2009 IN THE
AMOUNT OF \$1,068,256**

Recommendation: Approve Bills and Claims in the amount of \$1,068,256

10. **ACCEPTANCE OF MONTHLY FINANCIAL REPORT FOR THE
MONTH ENDED JULY 31, 2009**

Recommendation: Accept Monthly Financial Report

11. **RESOLUTION 09-26 ESTABLISHING A FUND BALANCE POLICY
FOR THE GENERAL FUND**

Report: Finance Director Louise Ho

Recommendation: Approve Resolution 09-26 authorizing the establishment
of a fund balance policy for the General Fund.

Council Member Lewis made edits to the Fund Balance Policy. Staff took note and will make the change.

12. **ADOPTION OF A RESOLUTION AUTHORIZING THE CITY
MANAGER TO EXECUTE AGREEMENTS WITH CALTRANS FOR**

**FEDERAL AMERICAN RECOVERY AND REINVESTMENT ACT
OF 2009 (ARRA) PROGRAM FUNDING FOR THE ATHERTON
AVENUE REHABILITATION PROJECT**

Report: Public Works Director Duncan Jones

Recommendation: Adopt Resolution 09-27 authorizing the City Manager to execute agreements with Caltrans for Federal American Recovery and Reinvestment Act of 2009 (ARRA) Program funding for the Atherton Avenue Rehabilitation Project

Council Member Lewis made edits to the Resolution. Staff took note and will make the change

**13. ACCEPTANCE OF WORK AND AUTHORIZATION TO RECORD
NOTICE OF COMPLETION AND APPROVAL OF CONTRACT
CHANGE ORDERS IN THE AMOUNT OF \$7,183.50 FOR
HOLBROOK-PALMER PARK MAIN LAWN FOUNTAIN PROJECT
NUMBER 08-006**

Report: Public Works Director Duncan Jones

Recommendation: Accept work and Authorize recording of a notice of completion and approving contract change orders in the amount of \$7,183.50 for the Holbrook-Palmer Park Main Lawn Fountain Project Number 08-006

**14. APPROVAL OF PLANS AND SPECIFICATIONS AND
AUTHORIZATION TO ADVERTISE HOLBROOK-PALMER PARK
MASTER IRRIGATION PLAN UPGRADES AND SECOND PARK
WELL PROJECT NUMBER 09-006**

Report: Public Works Director Duncan Jones

Recommendation: Approve the plans and specifications and authorize advertisement for bids for the Holbrook-Palmer Park Master Irrigation Plan Upgrades and Second Park Well Project, Project No. 09-006

15. RESOLUTION REJECTING CLAIM OF ANTHONY NICOSIA

Report: Assistant City Manager Eileen Wilkerson

Recommendation: Approve Resolution 09-28 rejecting claim of Anthony Nicosia

**21. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH KIMLEY HORN FOR ROAD IMPACT FEE STUDY**

Report: Public Works Director Duncan Jones

Item 21 was tabled to the next Council meeting.

**22. APPROVAL OF ADDENDUM TO SPRINGBROOK SOFTWARE
LICENSE AGREEMENT, SPRINGBROOK SOFTWARE
MAINTENANCE AGREEMENT; AND AUTHORIZE CITY
MANAGER TO EXECUTE THE ADDENDUM**

Report: Director of Finance Louise Ho

Recommendation: Approve the addendum to Springbrook Software License Agreement, Springbrook Software Maintenance Agreement in an amount not

to exceed \$14,025 plus a 20% contingency for a total of \$16,830; and authorize City Manager to execute addendum

23. POLICE DEPARTMENT VEHICLE PURCHASE

Report: Police Chief Glenn Nielsen

Recommendation: Authorize the purchase of an unmarked police hybrid vehicle (Toyota Camry) for a cost not to exceed \$28,500.00 and the purchase of one Ford Crown Victoria patrol car not to exceed \$25,094.00

26. CONSIDERATION OF DESIGNATING THE PARK AND RECREATION COMMISSION AND THE HOLBROOK-PALMER PARK FOUNDATION AS COORDINATING PARTNERS OF A COMMUNITY VOLUNTEERS PARK MAINTENANCE ASSISTANCE PROGRAM WITH SUPPORT AND DIRECTION FROM THE CITY MANAGER AND STAFF

Report: City Manager Jerome D. Gruber

Recommendation: Approve Designation of the Park and Recreations Commission and the Holbrook-Palmer Park Foundation as coordinating partners of a community volunteers park maintenance assistance program with support and direction from the City Manager and staff

27. ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE OF REVENUE OBLIGATIONS BY THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY FOR IMPROVEMENTS TO THE SHOREWAY RECYCLING AND DISPOSAL CENTER

Report: City Manager Jerome D. Gruber

Recommendation: Adopt resolution 09-33 approving the South Bayside Waste Management Authority (SBMWA) issuance of bonds in the maximum amount of \$56,500,000 to fund improvements to the Shoreway Recycling and Disposal Center

MOTION by McKeithen, second by Lewis to approve Items 8, 9, 10, 11, 12, 13, 14, 15, 21, 22, 23, 26 and 27. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

City Manager Gruber recommended to Council that Item 21 and 29 be tabled to the next regular Council meeting.

REGULAR AGENDA (28)

28. FISCAL YEAR 2007-08 BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT

Report: Finance Director Louise Ho

Recommendation: Accept FY 2007-08 Basic Financial Statements and Independent Auditors' Report prepared by Caporicci & Larson

Steve Larson, Caporicci & Larson, gave Council a brief presentation and thanked them for allowing Caporicci & Larson to work on the Towns last 8 audits. Larson concluded that the Town had seven clean audits.

MOTION by McKeithen, second by Carlson to accept FY 2007-08 Basic Financial Statements and Independent Auditors' Report prepared by Caporicci & Larson.

Council Member Lewis said she would abstain since she was not a member of the Council during the FY2007-08.

Ayes: 3 Nays: 0 Abstain: 1 (Lewis) Absent: 0

PUBLIC HEARINGS (29-30)

29. ADOPT RESOLUTION 09-32 TO APPROVE MASTER FEE SCHEDULE SETTING MISCELLANEOUS FEES FOR TOWN SERVICES

Report: City Manager Jerome D. Gruber

Recommendation: Conduct a Public Hearing and Adopt resolution 09-32 approving Master Fee Schedule for miscellaneous fees for Town services

Council tabled this item to September 16, 2009.

30. ORDINANCE ADOPTING TITLE 17 TO THE ATHERTON MUNICIPAL CODE - A COMPREHENSIVE ZONING ORDINANCE UPDATE

Report: Deputy Planner Lisa Costa Sanders

Recommendation: Conduct a public hearing and introduce the attached Zoning Code Update Ordinance based on the following finding for the reasons outlined in the staff report

Lisa Costa Sanders, Deputy Town Planner said that PMC conducted the draft update of the zoning code. Costa Sanders said the Planning Commission has done a very comprehensive and thorough review of the zoning code.

Costa Sanders said provisions were added to include minor accessory structures in the front yard, to allow small bay windows and light wells in the side and rear yard setbacks for the R1B district only, and to eliminate the exception review process.

Costa Sanders said staff does not support the provisions for new lighting which will require all exterior lighting over 10-feet above grade on main buildings and lighting associated with entry gates to be shielded or down lit because the requirement is over-restrictive and would create a large number of non-conforming situations as most of the existing exterior lighting on main buildings is not shielded or down lit. Costa Sanders concluded that staff is not supportive of the provision to allow for interior fences up to a height of 8-feet because Building code exempts fences 6 feet in height or less from requiring a building permit.

Costa Sanders said that through the Housing Element requirements staff is looking at updating the second dwelling unit ordinance with one change which is to increase the size from 600 square feet to 1200 square feet. This section would be updated later on in the process.

Vice Mayor Kathy McKeithen voiced concerns that 20-foot setbacks for smaller properties are too large and would reduce the available property for other uses. McKeithen supported allowing interior fences up to 8 feet if all property owners agreed to it.

Council Member Elizabeth Lewis said that this has been a very long process and thanked Costa Sanders for her work. Lewis was concerned whether the public had been given sufficient time to review the document. Lewis added that she feels the provision for the shielded and down lit lights will allow for a tremendous amount of non-conformity.

Council Member Charles Marsala thanked staff for their work. Marsala referred to floor area calculations on basement heights and asked if the heights can be more lenient like the Town of Woodside who measures to the ceiling of the basement and not to the beginning of the first floor.

Costa Sanders said staff had concerns with the point of measurement being at the bottom of the ceiling because the ceiling can be modified. She concluded that a higher limitation was not discussed because people meet the objective criteria when she tells them it absolutely can not be more than 24 inches.

Marsala said that he supports staff's position on the lighting issues and thinks it is too restrictive. Marsala asked if a home has slope issues do they qualify for a variance. Costa Sanders said there needs to be something unique about the property that prohibits them the ability to construct reasonable home improvements that their neighbor(s) could construct. She concluded that each unique situation is dependent upon whether the Planning Commission would grant a variance for a basement on a slope property.

City Attorney Furth said that the State law on variances is very restrictive and there is no local freedom to change the standards.

William Grindley, Planning Commissioner, said that the lighting issued was discussed repeatedly and the conclusion is a compromise. Grindley thanked City Attorney Furth for all of her help.

Paul Quinlan, Planning Commissioner, said he raised the issue that he felt 20-foot setbacks are too big for small lots. Quinlan said the majority of the Planning Commission felt that in order to be off the street when you open your gate that a 20-foot setback would suffice. Quinlan said the lighting issues are relatively complicated and the provisions are very restrictive. He felt these provisions would create non-compliance. Quinlan concluded that 8-foot fences on small lots would have a negative visual impact.

Council Member Lewis said that privacy issues can be resolved with landscape screening rather than raising the gate height.

Quinlan stated that on page 1-32 in subsection C.2., the Planning Commission added that "this subsection does not apply to interior alterations." Quinlan felt the same thing should be added to subsection C.3.

Colleen Anderson, Atherton resident, expressed her support in keeping the lighting as is on the larger properties and granting smaller setbacks for smaller lots.

McKeithen asked what the current down lit lighting requirements are for. Costa Sanders said the current requirements are for accessory structures and second dwelling units only. McKeithen asked what the intent on setbacks for smaller properties was. Costa Sanders said there is no difference for smaller properties and the reason for 20-foot setbacks was to get the car off the roadway when entering through their gates. Costa Sanders said smaller setbacks for smaller lots were discussed at the Planning Commission but there was no consensus.

Public Works Director Duncan Jones said he feels that in most cases it is a good idea to have the setbacks to get the car off the road, but felt that there can be exceptions and provisions for particular situations.

Lewis questioned how many feet are required from the edge of the pavement to the property line. Jones said it depends on the site and that there are some smaller streets where there is only 6 feet from the edge of the pavement to the property line. The code on what you can build is nothing over 5 inches on the first 3 feet and nothing over 36 inches on the next three feet with no obstructions, logs, curbs or right-of-ways and the entry key pads and mailboxes are supposed to be 6 feet back from the edge of the pavement.

Marsala questioned if a property owner had a damaged gate would they have to re-design a new one for conformity. Costa Sanders said repair and maintenance is ok, but if they demolish the gate and replace it then it would need to follow the current setback requirements.

Jeff Wise, Atherton resident, said that this has been a long and interesting process and staff has worked very hard on this. Wise said the earlier stage outreach meetings brought several residents out and then that dwindled. Wise suggested that the Town have an outreach email which would include a list of people who are interested in certain Atherton issues. Wise stated that a shielded light means the lights needs to come out horizontally which would require an opaque tube to make the light shine down and he questioned whether that fits the architectural style of homes in Atherton. Wise concluded that the Council should hold off on the lighting provision and that he is supportive of a 6-foot limit for fences because it is exempt by State law.

Mayor Carlson asked if Wise had any comments on the gate setbacks for smaller lots. Wise said he feels the smaller lots clearly have different circumstances and a 20-foot setback on a smaller lot would be very difficult to deal with.

MOTION by McKeithen, second by Carlson, to waive further reading, introduce the ordinance adopting the comprehensive zoning code update and continue the public hearing to the next regularly scheduled meeting and remove the provision that requires 20-foot setbacks for entry gates, remove new lighting provision that would require lighting to be down lit and shielded on main buildings and entry gates, remove the provision to allow 8-foot interior fences and add the R1B zoning parameter that allow bay windows and basement light well projections into R1A zones for lots with an area of less than 10,000 square feet. In addition, refer the issue of 20 foot setbacks for entry gates particularly with regard to R1B zoning to the Planning Commission for further review on probabilities such as a threshold square footage, possibly lessening the setback for smaller lots and consideration. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

REGULAR AGENDA, CONTINUED (Items 31-34)

31. AWARD OF CONTRACT TO THE LEW EDWARDS GROUP FOR PROFESSIONAL PUBLIC INFORMATION CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED

Report: City Manager Jerome D. Gruber

Recommendation: Approve a professional services agreement with The Lew for professional public information consulting services related to public education of services, policy, and programs provided by the Town and that the City Council authorize the City Manager to execute an agreement in the amount not to exceed \$15,500.00

City Manager Gruber informed Council that he and Mayor Carlson interviewed candidates and discussed the amount of information that can be disseminated to the public without actually advocating.

City Attorney Furth stated that informational mailings must provide facts only and Cities must be very careful in distinguishing education versus advocacy. Furth said the best rule is to use your normal means of communication for educational material. She added that the City of Salinas went to the Supreme Court who ruled that it is proper to use your normal means of communication and to have information available when someone comes in for it.

Mayor Carlson stated that staff should dedicate the next Athertonian to providing facts about the parcel tax.

Gruber said he felt that working with the various Town community groups staff can provide the same information as the consultant would. Gruber added that staff has already met with the Disaster Preparedness Group and provided them with information on how the parcel tax money was spent in the past and the level of services that are currently being provided to Town residents from its parcel tax revenue.

Council Member Marsala felt that there is a fine line between advocacy and education and its better to be safe then risking the criticism of advocating. He supported hiring an outside consultant.

Council Member Lewis stated that hiring an outside consultant is an indication of promoting the parcel tax. She added that this money is not in the budget and she does not support it.

Council discussed and voiced their concerns over the recent ruling in Vargas v. Salina.

ACTION: Council concurred not to approve a professional services agreement with The Lew Edwards Group for professional public information consulting services and to abandon the project entirely.

32. THE SAN MATEO COUNTY LIBRARY SYSTEM JOINT POWERS AGREEMENT AND "DONOR FUNDS" ATTRIBUTABLE TO THE TOWN OF ATHERTON

Report: City Manager Jerome D. Gruber

Recommendation: Receive and file this report and provide any further direction to Staff

City Manager Gruber stated that this is an item that was previously requested by Council.

City Attorney Furth said she would like to thank the San Mateo County public library members and Council for helping gather the information.

Furth said the Town has a significant balance of donor city funds and Council wanted to know the lawful purpose for which the funds could be expended and the decision-making procedure that applies.

Furth said that after the passage of Proposition 13 the San Mateo County library no longer had power to increase its tax rate so the Cities that use that library system and the County formed a joint powers agreement and supplemented the funding of libraries under an arrangement where the tax revenue is used to provide library services including books and librarians. The Cities and County contributed by providing the library buildings.

Furth added that a second provision was later added citing that some jurisdictions collect more revenue than what is actually spent on the library services so an agreement was made that excess funds can be spent by the Library JPA after consultation with the jurisdiction. Furth said that in 2004 the JPA was rewritten to say that the excess funds now referred to as Donor City Funds can only be used with the agreement of City Council and the Library JPA Board. The donor city funds could only be spent on library services. Furth concluded that expansion, repair or maintenance of the library building is clearly within the scope of the agreement.

Furth stated that she spoke with John Shupe, legal counsel for the Library JPA Board, to discuss whether Donor City Funds can be used to purchase Town-owned property for conversion to library use. Shupe concluded that with consent of the Council and the Library JPA, Atherton donor city funds could lawfully be spent to acquire land and/or buildings for library purposes, but not property that the Town already owns. Furth added that nothing in state law bars a library district from buying land from another government agency, including a city within the district. However, that land would belong to, or be leased by, the library district; under state law, cities and town within a district have no obligation to provide library buildings.

Furth concluded that the 1999 and 2004 JPA agreements together, it seems that an implied term of the Library JPA is that Atherton agreed to provide the existing library building for library operations. Donor City Funds can be used to keep that building in shape, to remodel it, and to expand the library program, either in that building or elsewhere. Remodels and expansions are listed as permitted capital expenditures, but not the substitution of library-tax funded facilities for Town-donated facilities.

Council member Lewis stated that Council has been trying for some time to find out what is the best way to use Donor City Funds in a legal manner and thanked City Manager Gruber and City Attorney Furth for the information.

Council Member Marsala asked if the JPA can be modified. Furth said it can be amended with consent of 2/3 of its members. Marsala said that the Library JPA legal counsel stated that there was no specific authority for the conclusion on how to use the funds. Furth said there is no definitive answer and they are all on a case-by-case basis.

Marsala said that in February he made a motion at the Library JPA meeting to get legal opinion to include provisions for donor cities to be able to transfer Donor City Fund reserves for assets in a validated manner and questioned if this is a way of modifying the agreement. Furth said that nobody made a proposal to modify the JPA and a modification is not needed if the funds are being used to expand.

Marsala concluded that the JPA agreement is ambiguous and the City Council should discuss and have policy recommendations and guidelines for the JPA representative so Council are all on the same page. Mayor Carlson said that Council could meet and discuss this once the needs assessment is completed.

MOTION by Marsala, second by Lewis, to receive and file this report and provide any further direction to Staff. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

33. TOWN RESPONSE TO CIVIL GRAND JURY REPORT ON REVERSING THE UPWARD TRAJECTORY OF EMPLOYEE COSTS IN THE CITIES OF SAN MATEO COUNTY

Report: Assistant City Manager Eileen Wilkerson

Recommendation: Accept the Town's response to the Civil Grand Jury regarding reversing the upward trajectory of employee costs in the cities of San Mateo County

Council Member Lewis conveyed one typographical edit to the letter. Staff took note and will make the change. Mayor Carlson said Council needs to do a lot more by getting involved and feels the upward trajectory of employee costs is a serious problem.

MOTION by McKeithen, second by Carlson, to Accept the Town's response to the Civil Grand Jury regarding reversing the upward trajectory of employee costs in the cities of San Mateo County. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

34. DISCUSSION AND POSSIBLE ACTION FOR COUNCIL TO ASSIGN A SUB-COMMITTEE OR OTHER MECHANISM TO DEAL WITH TOWN FACILITIES OUTSIDE OF THE TOWN

Report: Council Member Charles Marsala

Recommendation: To Be Determined

Council Member Marsala said that from 2004 through 2008 he served on the Town Facilities Committee which had jurisdiction of all Town facilities but later removed the Park, Council Chambers, Administration Building and the Library. Marsala said an oversight Committee would help determine what could be done with the storage PODs at the Park, needs for room and space in the Council Chambers, and consideration for the structure of the library.

Mayor Carlson concluded that an oversight committee may be needed in the future when Council decides specific ?charter? for each issue.

Vice Mayor McKeithen added that the Friends of the Library has met and discussed the needs assessment and how the funds should be used for the library. McKeithen said she had no objection to Council discussing this but felt that it should be done once the needs assessment and seismic study are completed and once the community has given their input.

Council Member Lewis felt that an oversight committee as a main conduit to oversee the committees who control separate Town facilities is a good idea.

MOTION by Marsala, second by Lewis, to assign a sub-committee of the Council to review seismic concerns for the Council Chambers, the storage PODs at the Park pavilion, and to stay in touch with the Friends of the Library as they progress through the needs assessment. The motion failed.

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

16. RESOLUTION 09-29 TO ADOPT STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2009-2010

Report: Finance Director Louise Ho

Recommendation: Adopt Resolution 09-29 to approve the Statement of Investment Policy for Fiscal Year 2009-2010

Council Member Lewis asked who receives the investments on a day-to-day basis and are the development and internal control procedures being practiced and followed. Lewis concluded her support for expanding the Finance Committee to include Atherton residents.

Finance Director Louise Ho said that any financial investments for approval go to her for review and then she discusses it with the City Manager for recommendation to the Finance Committee for approval. Ho concluded that monthly statements will be sent to Council.

Vice Mayor McKeithen suggested that the entire City Council and the public be invited to attend the next Finance Committee.

City Manager Gruber suggested that MBIA attend Council meetings on a quarterly basis to present and update the Council on current investments.

MOTION by McKeithen, second by Lewis, to adopt Resolution 09-29 to approve the Statement of Investment Policy for Fiscal Year 2009-2010. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

17. APPROVAL OF AMENDMENT NO. 2 TO THE CONSULTANT SERVICES AGREEMENT DATED JANUARY 29, 2009, BETWEEN MUNISERVICES, LLC AND THE TOWN OF ATHERTON FOR BUSINESS LICENSE TAX MANAGEMENT AND ADMINISTRATION

Report: Finance Director Louise Ho

Recommendation: Approve Amendment No. 2 to the consultant services agreement dated January 29, 2009, with MuniServices LLC; and authorize the City Manager to execute the amendment

MOTION by Carlson, second by McKeithen, to approve Amendment No. 2 to the consultant services agreement dated January 29, 2009, with MuniServices LLC; and authorize the City Manager to execute the amendment. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

18. APPROVAL OF THE REQUEST FOR AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT DATED JANUARY 29, 2009, BETWEEN NBS AND THE TOWN OF ATHERTON FOR COST ALLOCATION PLAN, FULL COST RECOVERY STAFF HOURLY RATES, AND COMPREHENSIVE FEE STUDY

Report: Finance Director Louise Ho

Recommendation: Approve the request from NBS to amend the consultant services agreement dated January 29, 2009, Exhibit B Fee Schedule, and authorize City Manager to execute in an amount not to exceed \$14,600

Vice Mayor McKeithen said she would not support approving an increase for work that has already been completed. McKeithen said in the original Agreement, Exhibit A states that they will provide all the services in Exhibit A and no where in the scope or Agreement did it state that the Consultant will attend a certain amount of meetings. She added that the Town has already approved an amendment during mid-year budget review. McKeithen concluded that if there are any costs for future services she would support that.

Council Member Lewis asked if the review of the building fees from fiscal year 2001 to 2009 has done. Finance Director Louise Ho said Council requested the additional scope of work for NBS to review the Building Department fees and it was approved during the mid-year budget review. Ho concluded that the current amendment is for the additional and extra meetings that NBS has had to prepare for and attend in regard to the Towns Master Fee Schedule.

Council Member Marsala said NBS wants approval for payment over what Council has budgeted for. He questioned whether Council has any potential legal liabilities if they did not approve payment. City Attorney Furth said that Agreement cited nothing about a specific number of meetings the consultant was to attend.

McKeithen felt that since NBS requested the first amendment for the additional scope of work before completing the work that they should have done the same with the extra meeting attendance and since they did not she felt Council was led to believe that it was included.

ACTION: Council concurred not to approve the request from NBS and to continue the item to the next regular Council meeting for additional information.

19. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CROSBY GROUP TO PERFORM A PROBABLE MAXIMUM LOSS (PML) AND RISK ANALYSIS FOR COUNCIL CHAMBERS AND LIBRARY

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

Recommendation: Approve a Professional Services Agreement with Crosby Group to perform a Probable Maximum Loss and Risk Analysis for the Atherton Council Chambers and Library and authorize City Manager to execute in an amount not to exceed \$14,000

Council Member Lewis asked if the scope of work in this Agreement is not already included in the seismic studies already completed.

City Manager Gruber said that the seismic study will not give all the information needed and that there are four studies that need to be completed and the results of this final report is what Staff will provide to Council, the library JPA and Friends of the Library for review and consideration. Gruber concluded that this report includes a geotechnical analysis.

MOTION by McKeithen, second by Marsala to Approve a Professional Services Agreement with Crosby Group to perform a Probable Maximum Loss and Risk Analysis for the Atherton Council Chambers and Library and authorize City Manager to execute in an amount not to exceed \$14,000. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

20. RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES – League of California Cities Annual Conference – September 16-18, 2009

Report: City Manager Jerome D. Gruber

Recommendation: Adopt Resolution 09-30 Designating voting delegate and alternate to the League of California Cities Annual Conference

MOTION by Marsala, second by Carlson, to designate Mayor Carlson as the voting delegate and Council Member Marsala at the voting alternate. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

24. RECOMMENDATION FROM ENVIRONMENTAL PROGRAMS COMMITTEE FOR THE CITY COUNCIL TO ENDORSE AB1404: GLOBAL WARMING COMPLIANCE OFFSETS & AIR QUALITY IN CALIFORNIA

Report: City Manager Jerry Gruber, Building Official Mike Wasmann

Recommendation: Council endorse the passage of AB1404: Global Warming Compliance Offsets & Air Quality in California by adopting Resolution 09-31 supporting AB 1404 and sending a letter of support to the Union of Concerned Scientists and the California Senate signed by the Mayor

Mayor Carlson voiced his concerns that the endorsement letter was written by a lobbyist group with a political agenda. Carlson said he would support writing a short letter in his own words.

MOTION by Marsala, second by Lewis, for Mayor Carlson to write his own short letter of endorsement for support of AB1404. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

25. APPROVE A CONTRACT CHANGE ORDER FOR G. BORTOLOTTO & CO, INC. FOR THE STREET RECONSTRUCTION PHASE 6 PROJECT NUMBER 08-025 IN THE AMOUNT OF \$54,176.22

Report: Public Works Director Duncan Jones

Recommendation: Approve a Contract Change Order for G. Bortolotto and Co., Inc. for Street Reconstruction Phase 6 Project, project number 08-025 in the amount of \$54,176.22

Council Member Lewis questioned why the road has deteriorated so much and asked if any of this money is coming from the American Road Recovery Act Fund (ARRA). Public Works Director Jones said the money is coming from the ARRA fund and the reason for the deterioration is that the road was built over 40 years ago and roads only have a life expectancy of 20 years.

MOTION by Lewis, second by McKeithen, to Approve a Contract Change Order for G. Bortolotto and Co., Inc. for Street Reconstruction Phase 6 Project, project number 08-025 in the amount of \$54,176.22. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

35. COUNCIL REPORTS

Council Member Lewis attended a ribbon cutting ceremony for the Walsh Road siren, Planning Commission meeting and the Environmental Programs Committee meeting. Lewis suggested that Council put a summary of their reports in writing and submit it to the City Clerk to include in the packets.

Council Member McKeithen attended Friends of the Library meeting and a Rail Committee meeting.

Council Member Marsala attended an Environmental Programs Committee meeting, legal ad-hoc committee meeting, Blue Ribbon Task Force meeting and a Menlo Park circus club horse show.

Mayor Carlson attended a San Mateo County Employee Relations Committee meeting in which they reviewed and collected data on compensation for employees in the County. Carlson attended Peninsula Cities Consortium (PCC) meetings and a Rail Committee meeting.

36. FUTURE AGENDA ITEMS

MOTION by Carlson, second by McKeithen, to request that an item be added to the September Agenda for discussion and possible action to assign representatives to an oversight committee to oversee SBWMA Board of Directors including their duties and responsibilities. The motion passed.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

MOTION by Marsala, second by Lewis, to direct the Parks and Recreation Commission to review the POD situation at the Park and report back to Council.

Ayes: 4 Nays: 0 Abstain: 0 Absent: 0

10:20 P.M. 37. PUBLIC COMMENTS

10:30 P.M. 38. ADJOURN

Mayor Carlson adjourned the meeting at 10:36 p.m.

Respectfully submitted,

**Theresa DellaSanta
Deputy City Clerk**

TOWN OF ATHERTON
CLAIMS LIST AUGUST 2009

	08/14/09	08/28/09	Amt
Payroll Checks #	13743-13751	13808-13822	\$ 6,921
Direct Deposit	13752-13807	13823-13880	277,695
Electronic Transfer			93,337
A/P Checks #	28716-29013		<u>1,210,554</u>
		AUGUST 09 TOTAL	\$1,588,507

I, Jerome D. Gruber, City Manager of the Town of Atherton, do hereby certify under penalty of perjury that the demands listed above, check numbers 13743-13880 (payroll), 28716-29013 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,588,507 are true and correct, and that there are sufficient funds for payment.

Jerome D. Gruber
City Manager

The above claims, check numbers 13743-13880 (payroll), 28716-29013 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$1,588,507 are true and correct, and are authorized for payment.

Jerry Carlson
Mayor, Town of Atherton

SOURCE OF FUNDS

101	General Fund	\$1,088,761
105	Tennis	986
201	Special Parcel Tax	102,440
202	Transportation	-
203	Gas Tax	-
208	Police on the Street	3,150
210	Road Construction Impact Fees	141,066
211	Park Grants	57,898
213	Library	108
401	General Capital Projects	-
402	Storm Drainage	-
403	Atherton Channel District	14518
406	Facilities Construction	-
610	Vehicle Replacement	33,317
611	Computer Maint. & Replacement	7,276
612	Administrative Services	16,328
614	Worker's comp insurance	-
615	General Liability	88,155
715	Evans Estate	65
740	Tree Committee	169

TOTAL **\$1,588,507**

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028719	08/03/09	MUNI SERVICES LLC	06/25/09	IN-0018995-2	NON-DEPARTMENTAL	Other Contract	15,000.00	PAID FOR INV# IN-0018995 REPLACEMENT FOR
						Check Totals	15,000.00	
028720	08/03/09	STATE CONTROLLERS OFFICE DI	08/03/09	AuditConfirm	Finance	Audit & Financi	100.00	For 2009 audit confirmation
						Check Totals	100.00	
028735	08/03/09	ABLE TOWING	06/30/09	57124	Police	Equipment Maint	220.00	ATHERTON PD FILE NO.09-0381 6/21/09
						Check Totals	220.00	
028736	08/03/09	ACCOUNTTEMPS FILE 73484	06/30/09	24015060	Finance	Temporary Help	4,000.00	ACCOUNTANT J.PAN CONVERSION FEE
028736	08/03/09	ACCOUNTTEMPS FILE 73484	06/22/09	23946412	Finance	Temporary Help	2,195.60	ACCOUNTANT J.PAN 06/15/09-06/19/09
028736	08/03/09	ACCOUNTTEMPS FILE 73484	06/17/09	23924744	Finance	Temporary Help	1,756.48	ACCOUNTANT J.PAN 06/09/-06/12/09
028736	08/03/09	ACCOUNTTEMPS FILE 73484	06/30/09	24014335	Finance	Temporary Help	878.24	ACCOUNTANT J.PAN 0629-06/30/09
						Check Totals	8,830.32	
028737	08/03/09	ALHAMBRA & SIERRA SPRINGS	06/30/09	060927994824	Police	Other Supplies	67.19	3 GAL DRINK JUNE 2009
028737	08/03/09	ALHAMBRA & SIERRA SPRINGS	06/30/09	060927993914	Police	Other Supplies	231.35	5 GAL DRINK JUNE 2009
						Check Totals	298.54	
028738	08/03/09	ARGUELLO CATERING	04/07/09	1388	City Council	Conferences	269.03	SPECIAL COUNCIL MEETING MEAL
						Check Totals	269.03	
028739	08/03/09	AT&T ADVERTISING & PUBLISHI	06/30/09	0669827	Police	Communication (	624.57	PD MAIN LINE 05/10-06/09/2009
						Check Totals	624.57	
028740	08/03/09	AT&T CALNET 2	06/30/09	0689250	Police	Communication (	76.65	CAL WATER -BEAR GULCH 05/20/2009-06/19/2
028740	08/03/09	AT&T CALNET 2	06/30/09	0689246	Police	Communication (	265.86	83 ASHFIELD TO INDUSTRIAL 05/20/2009-06/
028740	08/03/09	AT&T CALNET 2	06/30/09	0689249	Police	Communication (	66.34	MP POLICE TO PD VOTER 05/20/2009-06/19/2
028740	08/03/09	AT&T CALNET 2	06/30/09	0689244	Police	Communication (	97.08	CIRCUIT NUMBER FROM PD TO 590 HAMILTON -
028740	08/03/09	AT&T CALNET 2	06/30/09	0689245	Police	Communication (	66.34	83 ASHFIELD & KCEA RADIO 05/20-06/19/200
028740	08/03/09	AT&T CALNET 2	06/30/09	0689248	Police	Communication (	66.34	MP FIRE TO PD VOTER 05/20-06/19/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	0689247	Police	Communication (	359.81	CIRCUIT DATA LINE 06/20-06/19/2009

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028740	08/03/09	AT&T CALNET 2	06/30/09	0700689	Police	Communication (	15.54	RECORDS ROOM 05/25-06/24/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	0714152	City Manager	Communication (	15.59	PHONE 6503274866350 06/01-06/30/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	0702950	Police	Communication (	210.32	DISASTER LINES 5/27-6/26/09
028740	08/03/09	AT&T CALNET 2	06/30/09	0727883	City Manager	Communication (	621.01	PHONE 650688650009 6/10-7/09/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	0729489	Police	Communication (	24.01	DINKELSPIEL PAY PHONES 06/11-07/10/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	0727879	Police	Communication (	29.03	POLICE FAX REQUEST SERVICE 6/10-7/9/09
028740	08/03/09	AT&T CALNET 2	06/30/09	727877	Police	Communication (	101.00	EMERGENCY LINE 6503236131 6/10-7/9/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	727876	Police	Communication (	30.03	TELEMINDER LOOP LINE 650323612 6/10-7/9
028740	08/03/09	AT&T CALNET 2	06/30/09	727878	Police	Communication (	15.54	VOICE PRINT - 911 6503236452 6/10-7/9/20
028740	08/03/09	AT&T CALNET 2	06/30/09	727235	Police	Communication (	15.55	DINKELSPIEL ALARM LINE 6502899297 6/10-7
028740	08/03/09	AT&T CALNET 2	06/30/09	727881	Police	Communication (	29.77	PD FAX -ADMIN 6503283220 6/10-7/9/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	727880	Police	Communication (	155.65	POLICE TRAILER 6503262801 06/10-7/9/200
028740	08/03/09	AT&T CALNET 2	06/30/09	727874	Police	Communication (	14.25	POLICE DEPT 6503231801 6/10-7/9/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	727873	Police	Communication (	29.74	ANALOG LINE - PD 6503231014 6/10-7/9/200
028740	08/03/09	AT&T CALNET 2	06/30/09	727882	Police	Communication (	16.17	DIRECT CONNECT FAX LINE 6504739743 6/10-
028740	08/03/09	AT&T CALNET 2	06/30/09	727875	Police	Communication (	45.85	POLICE DEPT 6503231802 6/10-7/9/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	714151	DPW - Engineering	Communication (	55.29	6503274859 6/1-30/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	714150	DPW - Engineering	Communication (	15.54	6503273232 6/1-30/2009
028740	08/03/09	AT&T CALNET 2	06/30/09	0702951	Non-Department	Communication (	111.18	6507520600 05/27-06/26/2009
Check Totals							2,549.48	
028742	08/03/09	BPS REPROGRAPHIC SERVICE	06/30/09	743144	NON-DEPARTMENTAL	Advertising/Pub	168.63	EL CAMINO REAL DRAWINGS&PAINTING IRRIGAT
028742	08/03/09	BPS REPROGRAPHIC SERVICE	06/08/09	737007	DPW - Engineering	Landscape Suppl	324.80	COPIES P.W. PHASE VI
028742	08/03/09	BPS REPROGRAPHIC SERVICE	06/30/09	742633	DPW - Engineering	Advertising/Pub	629.50	COPIES - HP TOWER LAWN
Check Totals							1,122.93	
028743	08/03/09	CALPERS	06/30/09	AVL-00000400	City Manager	Labor Relations	200.00	VALUATION FEE FOR AMEND ACTUARIAL VALUAT
Check Totals							200.00	
028744	08/03/09	CHIEF CORPORATION	06/30/09	277121	DPW - Engineering	Office Supplies	99.90	STANDARD FIELD BOOK
Check Totals							99.90	
028745	08/03/09	CHRISTOPHER A JOSEPH & ASSO	06/30/09	600511	NON-DEPARTMENTAL	PLANNING DEPOSI	1,001.25	TRAFFIC STUDY ST.JOSEPH2/12/09-5/15/09

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028746	08/03/09	CLARK PEST CONTROL	06/30/09	8492257	DPW - Engineering	Check Totals	1,001.25	
						Grounds Mainten	780.00	150 WATKINS AVE, AGRI WEED CONTROL SERVI
						Check Totals	780.00	
028747	08/03/09	COLANTUONO & LEVIN, PC	06/30/09	18679	City Attorney	Attorney - Othe	23.50	LEGAL SERVICES JUNE 09
						Check Totals	23.50	
028748	08/03/09	CONTRACT SWEEPING SERVICES	06/30/09	INV05238	DPW - Engineering	Other Contract	992.70	SWEEPING SERVICES JUNE 09
						Check Totals	992.70	
028749	08/03/09	COUNTY OF SM EMPLOYEE & PUB	06/30/09	1YAT10906	Police	Other Contract	1,461.27	JUNE 2009 MICRO CHANNEL, LINES CHARGES
						Check Totals	1,461.27	
028750	08/03/09	CSG CONSULTANTS, INC.	06/30/09	016140	Building	Code enforcement	1,805.21	SR CODE ENFORCEMENT OFFCR R.CUSHING MAY
028750	08/03/09	CSG CONSULTANTS, INC.	06/30/09	016141	NON-DEPARTMENTAL	PLANNING DEPOSIT	982.50	ATHERTON MAP CHECK 172 ISABELLA MAY 09
028750	08/03/09	CSG CONSULTANTS, INC.	06/30/09	016354	NON-DEPARTMENTAL	PLANNING DEPOSIT	218.75	PARCEL MAP 172 ISABELLA
028750	08/03/09	CSG CONSULTANTS, INC.	06/30/09	016310	Building	Code enforcement	2,420.87	JUNE 09 SR CODE ENFORCEMENT OFFCR, ROBER
						Check Totals	5,427.33	
028751	08/03/09	DAILY JOURNAL CORPORATION	06/30/09	B1624122	City Manager	Advertising/Pub	114.65	PUBLIC NOTICE 16860 THE ALMANAC 06/24/09
						Check Totals	114.65	
028752	08/03/09	DEPT. OF TOXIC SUBSTANCES C	06/30/09	2009	DPW - Engineering	Utilities - Elec	150.00	EPA ID ANNUAL FEE
						Check Totals	150.00	
028753	08/03/09	DUNBAR ARMORED INC.	06/30/09	2579545	NON-DEPARTMENTAL	Other Contract	206.91	ARMOR CAR SERVICE JUNE 09
						Check Totals	206.91	
028754	08/03/09	EMBARCADERO PUBLISHING CO	06/30/09	06.30.09	DPW - Engineering	Advertising/Pub	2,088.00	ADVERTISEMENT, BIDS STREET RECONSTRUCTIO

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028755	08/03/09	FIRST CHOICE	06/30/09	211941	NON-DEPARTMENTAL	Check Totals	2,088.00	
						Office Supplies	60.41	coffee admin
Check Totals							60.41	
028756	08/03/09	FOLGER GRAPHICS	06/30/09	55083	City Manager	Advertising/Pub	1,829.94	2,750 ATHERTON NEWSLETTER 8 PAGES
Check Totals							1,829.94	
028757	08/03/09	GARCIA WELL & PUMP CO.	06/16/09	V-20929	DPM - Engineering	Facility Repair	533.51	PRESSURE TANK REPAIR
Check Totals							533.51	
028758	08/03/09	GOLDFARB & LIPMAN ATTORNEYS	06/30/09	94422	Planning Department	HOUSING ELEMENT	1,152.00	HOUSING ELEMENT, PLANNING COMM MEETING
Check Totals							1,152.00	
028759	08/03/09	LOUISE HO	06/29/09	06.29.09	Finance	Conferences	52.00	MEALS, GFOA CONFERENCE 6/29-7/1/09 L. HO
Check Totals							52.00	
028760	08/03/09	HORIZON	06/30/09	12382938-00	DPM - Engineering	Landscape Suppl	166.26	1/2" X 10" SCH 80 NIPPLE, HUNTER ADJUSTA
028760	08/03/09	HORIZON	06/30/09	1238197100	DPM - Engineering	Landscape Suppl	343.01	RAINBIRD, NIPPLE, COUPLIN, CAP, ADAPTER,
Check Totals							509.27	
028761	08/03/09	D.A. MCCOSKER CONSTRUCTION	06/30/09	09050104	NON-DEPARTMENTAL	Other Contract	2,924.67	1 EA STREET RECONSTRUCTION PHASE V, PROJ
028761	08/03/09	D.A. MCCOSKER CONSTRUCTION	06/30/09	09060002	NON-DEPARTMENTAL	Other Contract	2,086.24	1 EA STREET RECONSTRUCTION PHASE V, PROJ
028761	08/03/09	D.A. MCCOSKER CONSTRUCTION	06/30/09	09060103	NON-DEPARTMENTAL	Other Contract	15,637.53	1 EA STREET RECONSTRUCTION PHASE V, PROJ
028761	08/03/09	D.A. MCCOSKER CONSTRUCTION	06/30/09	09060103	NON-DEPARTMENTAL	Other Contract	11,154.67	1 EA STREET RECONSTRUCTION PHASE V, PROJ
028761	08/03/09	D.A. MCCOSKER CONSTRUCTION	06/30/09	09060103	NON-DEPARTMENTAL	Other Contract	845.72	1 EA STREET RECONSTRUCTION PHASE V, PROJ
028761	08/03/09	D.A. MCCOSKER CONSTRUCTION	06/30/09	09060103	NON-DEPARTMENTAL	Other Contract	603.28	1 EA STREET RECONSTRUCTION PHASE V, PROJ
028761	08/03/09	D.A. MCCOSKER CONSTRUCTION	06/30/09	09060103	NON-DEPARTMENTAL	Other Contract	5,939.91	1 EA STREET RECONSTRUCTION PHASE V, PROJ
028761	08/03/09	D.A. MCCOSKER CONSTRUCTION	06/30/09	09060103	NON-DEPARTMENTAL	Other Contract	4,237.10	1 EA STREET RECONSTRUCTION PHASE V, PROJ
Check Totals							43,429.12	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028762	08/03/09	IRVINE & JACHENS INC	06/30/09	7262	Police	Equipment Maint	63.66	REFURBISH OFFICER BADGES, NEW STERLING S
						Check Totals	63.66	
028763	08/03/09	EDWARD A. JASMIN	06/30/09	AT07010901	City Manager	Other Contract	1,340.00	ATHERTON NEWSLETTER SPRING 2009 EDITION
						Check Totals	1,340.00	
028764	08/03/09	CHRISTOPHER A. JOSEPH & ASS	06/30/09	600585	NON-DEPARTMENTAL	PLANNING DEPOSIT	805.87	ST JOSEPHS, ATHERTON 6/1-6/30/09
						Check Totals	805.87	
028765	08/03/09	JUDITH GAULKE	06/30/09	1 MADRONE	Building	Building Permit	692.75	CANCEL PERMIT FEE 1 MADRONE RD
					NON-DEPARTMENTAL	Business Licens	205.20	CANCEL BUSINESS LIC.
					NON-DEPARTMENTAL	Road Impact Fee	404.70	CANCEL ROAD IMPACT
028765	08/03/09	JUDITH GAULKE	06/30/09	1 MADRONE RD	Building	Building Permit	434.20	PERMIT FEE 80% 1 MADRONE RD.
					NON-DEPARTMENTAL	Business Licens	144.00	BUSINESS LICENSE
					NON-DEPARTMENTAL	Road Impact Fee	284.00	ROAD IMPACT
						Check Totals	2,164.85	
028766	08/03/09	KING BUSINESS SERVICES	06/30/09	2009-072	Police	Other Contract	1,012.00	TRANSCRIPTION&RELISTENING SERVICES FOR L
						Check Totals	1,012.00	
028767	08/03/09	TIM MARKS	06/30/09	TRAINING MOT	Police	Training - POST	90.00	REIMB MOTOR TRAINING, MEALS 15-25 JUNE 0
					Police	Gas & Oil	96.00	GAS MILEAGE TO AND FROM TRAINING SITE
						Check Totals	186.00	
028768	08/03/09	MAX-R	06/30/09	631922	DPM - Engineering	Landscape Suppl	2,974.00	32GAL DOUBLE SIDELOAD RECY, WASTE; BEVER
						Check Totals	2,974.00	
028769	08/03/09	MAZE & ASSOCIATES CERTIFIED	06/08/09	23002	Non-Department	Audit & Financi	1,047.50	INDEPENDENT AUDITOR FOR TOWN'S FINANCIAL
			06/30/09	23130	Non-Department	Audit & Financi	23,953.32	INDEPENDENT AUDIT JUNE 2009
						Check Totals	25,000.82	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028770	08/03/09	MBIA MISC GENERAL POST OFFI	06/30/09	11903A	Finance	Other Contract	358.00	INVESTMENT ADVICE 6/1-6/30-09
						Check Totals	358.00	
028771	08/03/09	MID-PENINSULA ANIMAL HOSPIT	06/30/09	408922	Police	K-9 Expenses	339.26	METACAM, FRONTLINE PLUS, INTERCEPTOR FOR
						Check Totals	339.26	
028772	08/03/09	NETWORKGUYS INC	06/30/09	NG18184	Non-Department	Computer Equipm	2,610.00	100 X WEBSense GOVT27 WEBFILTER, 100 X W
						Check Totals	2,610.00	
028773	08/03/09	OFFICE DEPOT	06/30/09	478735858-00	Building	Office Supplies	62.53	CARTRIDGE INK, PENS
028773	08/03/09	OFFICE DEPOT	06/30/09	481546727-00	City Manager	Office Supplies	148.92	LASER JET CARTRIDGE
						Check Totals	211.45	
028774	08/03/09	PITNEY BOWES INC.	06/30/09	800090000276	NON-DEPARTMENTAL	Postage	1,061.07	POSTAGE METER REFILLED JUNE 2009
						Check Totals	1,061.07	
028775	08/03/09	RECALL SECURE DESTRUCTION S	06/30/09	2303008853	Police	Other Supplies	85.16	SHRED DOCUMENTS P.D. JUNE 2009
						Check Totals	85.16	
028776	08/03/09	RED WING SHOE-REDWOOD CITY	06/03/09	0015020766	DPW - Engineering	Uniforms	190.35	OSHA SAFETY BOOTS, R. ESPINO
						Check Totals	190.35	
028777	08/03/09	REPUBLIC ITS	06/30/09	0905534	DPW - Engineering	Traffic Mainten	314.01	TRAFFIC SIGNAL MAINTENANCE MAY 2009
028777	08/03/09	REPUBLIC ITS	06/30/09	13679	DPW - Engineering	Other Contract	990.00	1 EA MIDDLEFIELD & MARSH TS RETROFIT TO
028777	08/03/09	REPUBLIC ITS	06/30/09	13247	DPW - Engineering	Traffic Mainten	2,884.83	MIDDLEFIELD&GROVE HIT BY VEHICLE, FIXE
028777	08/03/09	REPUBLIC ITS	06/30/09	0906534	DPW - Engineering	Traffic Mainten	314.01	TRAFFIC SIGNAL MAINTENANCE JUNE 2009
028777	08/03/09	REPUBLIC ITS	06/30/09	0906533	DPW - Engineering	Traffic Mainten	434.83	TRAFFIC SIGNAL EXTRA REPAIRS JUNE 2009
028777	08/03/09	REPUBLIC ITS	06/30/09	0905533	DPW - Engineering	Traffic Mainten	682.97	TRAFFIC SIGNAL REPAIRS EXTRA MAY 09
028777	08/03/09	REPUBLIC ITS	06/30/09	13040	NON-DEPARTMENTAL	Other Contract	3,950.00	PEDESTRIAN SIGNAL REMOVAL VALPARAISO & E
						Check Totals	9,570.65	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028778	08/03/09	SAN MATEO COUNTY CHAPLAINCY	06/30/09	JUNE 09	Police	Other Contract	500.00	CHAPLAIN SERV, GRIEF SUPPORT & TRAINING
						Check Totals	500.00	
028779	08/03/09	S.M. CO. DEPT. OF PUBLIC WO	06/04/09	219-09	DPW - Engineering	Other Contract	332.00	GRAFFITI ABATEMENT FY 08-09
						Check Totals	332.00	
028780	08/03/09	SAN MATEO MEDICAL CENTER	06/30/09	604	Police	Other Contract	700.00	OUTPATIENT SERVICES RENDERED FOR MEDICAL
						Check Totals	700.00	
028781	08/03/09	SCHWANKE ARCHITECTURE STEVE	06/30/09	238 ATHERTON	Building	Building Permit	16,040.45	CANCEL PERMIT FEE 238 ATHERTON BP08-004
					NON-DEPARTMENTAL	Road Impact Fee	27,391.80	CANCEL ROAD IMPACT FEE
					NON-DEPARTMENTAL	Business Licens	13,888.80	CANCEL BUS LIC FEE
028781	08/03/09	SCHWANKE ARCHITECTURE STEVE	06/30/09	238 ATHERTON	Building	Building Permit	2,696.15	PERMIT FEE 238 ATHERTON BP08-00431
					NON-DEPARTMENTAL	Road Impact Fee	2,868.40	ROAD IMPACT FEE
					NON-DEPARTMENTAL	Business Licens	1,454.40	BUS LIC. FEE
						Check Totals	64,340.00	
028782	08/03/09	SHARP ELECTRONICS CORPORATI	06/30/09	AR196331	DPW - Engineering	Equipment Maint	157.05	PW SM450N COPIER MAINT. 06/12/09-07/11/
						Check Totals	157.05	
028783	08/03/09	SRI INTERNATIONAL	06/30/09	P19034-01	Police	Computer Equipm	3,150.00	SRI AMARE MOBILE MESH APPLICATION SUITE
						Check Totals	3,150.00	
028784	08/03/09	CALIFORNIA DEPARTMENT OF JU	06/30/09	743614	Police	Other Contract	98.00	PRINTS - POLLICE - RESERVE APPLICANT
						Check Totals	98.00	
028785	08/03/09	SUMMIT UNIFORMS INC.	06/30/09	32221	Police	Uniforms	1,023.67	2 MOTOR BREECHES, 1 MOTOR BOOTS, T.MARKS
						Check Totals	1,023.67	
028786	08/03/09	THE MOTOR CAFE	06/30/09	474367	Police	Equipment Maint	482.28	INSTALL TIRES, PARTS+LABOR 07HONDA VINJH

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028787 08/03/09 MARK THOMAS & COMPANY, INC. 06/30/09 11878 Non-Department							482.28	
Check Totals							482.28	
Other Contract							4,200.00	149 GREENOAK DR. TREE SURVEY, ACCIDENT
Check Totals							4,200.00	
028788 08/03/09 TRI-AMERICAN INC 06/30/09 79218-1N DPM - Engineering							1,796.07	5520 LB CRAFCO BRAND CRACK SEALANT
Construction Ma							1,796.07	
Check Totals							1,796.07	
028789 08/03/09 TURBO DATA SYSTEMS INC. 06/30/09 15637 Police							56.25	CITATION PROCESSING 5/1-5/30/09
Citations Proce							56.25	
Check Totals							56.25	
028790 08/03/09 AGI PUBLISHING DBA: VALLEY 06/30/09 998221 JUNE DPM - Engineering							939.00	ADVERTISING HOLBROOK PALMER PARK JUNE 1-
Advertising/Pub							939.00	
Check Totals							939.00	
028791 08/03/09 VOYAGER 06/30/09 869016477906 Police							268.19	FUEL JUNE 09
Gas & Oil							268.19	
Check Totals							268.19	
028792 08/03/09 WILSEY HAM 06/30/09 6384 NON-DEPARTMENTAL							461.00	1 EA CONCEPTUAL DESIGN SERVICE FOR THE M
Other Contract							10,009.31	CONCEPTUAL AND FINAL DESIGN SERVICES FOR
028792 08/03/09 WILSEY HAM 06/09/09 6317 NON-DEPARTMENTAL							851.52	CONCEPTUAL AND FINAL DESIGN SERVICES FOR
Other Contract							851.52	
Check Totals							11,321.83	
028793 08/03/09 WITMER-TYSON IMPORTS, INC. 06/30/09 T7352 Police							400.00	JUNE 2009 K-9 MAINTENANCE TRAINING
K-9 Expenses							400.00	
Check Totals							400.00	
028795 08/06/09 AFLAC ATTN: REMITTANCE PROC 05/15/09 931146 NON-DEPARTMENTAL							1,697.36	APRIL 09 INSURANCE PREMIUM
Payroll Deducti							1,697.36	
028795 08/06/09 AFLAC ATTN: REMITTANCE PROC 06/12/09 295607 NON-DEPARTMENTAL							1,697.36	MAY 09 INSURANCE PREMIUM
Payroll Deducti							1,697.36	
028795 08/06/09 AFLAC ATTN: REMITTANCE PROC 07/10/09 634014 NON-DEPARTMENTAL							1,697.36	JUNE 09 INSURANCE PREMIUM
Payroll Deducti							1,697.36	
Check Totals							5,092.08	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028796	08/06/09	JOSEPH AIELLO	07/08/09	CODE TRAININ	Building Building	Training & Safe Training & Safe	20.00 30.00	CAL BLDG TRAINING/MEETG 07/08/09 IAPMO TRAINING/MEETG
028797	08/06/09	ALHAMBRA & SIERRA SPRINGS	07/15/09	070927994824	Police	Other Supplies	61.19	COOLER RENTAL, 3 GAL WATER JULY 09
028797	08/06/09	ALHAMBRA & SIERRA SPRINGS	07/15/09	070927993914	Police	Other Supplies	183.90	COOLER RENTAL 5 GAL WATER, JULY 09
						Check Totals	50.00	
028798	08/06/09	ALLEGRA PRINT & IMAGING DEA	07/07/09	41428	Police	Other Supplies	91.30	PRINT 500 BC "NO NAME"
028798	08/06/09	ALLEGRA PRINT & IMAGING DEA	07/07/09	41509	Police	Other Supplies	90.80	PRINT 500 BC: D DUHPHY
						Check Totals	182.10	
028799	08/06/09	AT&T PAYMENT CENTER	06/19/09	6503252677 J	DPM - Engineering	Communication (	26.20	6503252677 6/19-7/18/09
						Check Totals	26.20	
028800	08/06/09	AT&T CALNET 2	07/13/09	0732181	Police	Communication (	15.91	6503261167 06/13-07/12/2009
028800	08/06/09	AT&T CALNET 2	07/20/09	0748217	Police	Communication (	265.86	2372715840 06/20-07-19/2009
028800	08/06/09	AT&T CALNET 2	07/20/09	0748218	Police	Communication (	359.81	2392717360 6/20-7/19/2009
028800	08/06/09	AT&T CALNET 2	07/20/09	0748220	Police	Communication (	66.34	MP POLICE TO PD VOTER, 2394516690 6/20-7
028800	08/06/09	AT&T CALNET 2	07/20/09	0748219	Police	Communication (	66.34	MP FIRE TO PD VOTER, 2394516689 6/20-7/1
028800	08/06/09	AT&T CALNET 2	07/20/09	0748221	Police	Communication (	76.65	CAL WATER/BEAR GULCH/VOTER 2394516691 6/
028800	08/06/09	AT&T CALNET 2	07/20/09	0748216	Police	Communication (	66.34	83 ASHFIELD & KCEA RADIO 2372528343 06/2
028800	08/06/09	AT&T CALNET 2	07/20/09	0748215	Police	Communication (	97.08	CIRCUIT # FROM PD TO 590 HAMILTON 233281
028800	08/06/09	AT&T CALNET 2	07/27/09	761989	Police	Communication (	15.65	ALARM LINE - POLICE SHED 6503300686 06/2
028800	08/06/09	AT&T CALNET 2	07/25/09	760039	Police	Communication (	46.74	RECORDS ROOM 6503228691 06/25-07/24/09
028800	08/06/09	AT&T CALNET 2	07/27/09	761990	Police	Communication (	211.37	6505660280 06/27-07/26/09
						Check Totals	1,288.09	
028801	08/06/09	CALIFORNIA CITY MANAGEMENT F	07/31/09	FY09-10 MEMB	City Manager	Membership/Dues	400.00	FY 2009-10 MEMBERSHIP CM
						Check Totals	400.00	
028802	08/06/09	CALIF BUILDING STANDARDS CO	07/21/09	BUILDING STA	Building	CBSC Fee Payabl	660.00	BUILDING STANDARDS FEES APRIL-JUNE 2009

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028803	08/06/09	CALIFORNIA BOARD OF ACCOUNT	07/13/09	70433	Finance	Check Totals	660.00	
						Membership/Dues	200.00	LOUISE HO, 09/30/2011 CPA LIC RENEWAL AP
						Check Totals	200.00	
028804	08/06/09	CALIFORNIA POLICE CHIEFS AS	07/31/09	09-10 CPCA M	Police	Membership/Dues	300.00	2009/10 ANNUAL CPCA MEMBERSHIP DUES 7/1-
						Check Totals	300.00	
028805	08/06/09	CHESLER CONSTRUCTION	07/31/09	70 STERN	NON-DEPARTMENTAL	Building Deposi	5,000.00	REFUND UTILITY DEPOSIT REFUND CHESTER CO
						Check Totals	5,000.00	
028806	08/06/09	CLARK PEST CONTROL	07/06/09	8596060	DPM - Park Mainten	Grounds Mainten	780.00	WEED CONTROL, HP PARK, JULY 2009
						Check Totals	780.00	
028807	08/06/09	CODE PUBLISHING INC	07/06/09	33351	City Manager	Advertising/Pub	350.00	ATHERTON MUNICIPAL CODE, WEB HOSTING 0
						Check Totals	350.00	
028808	08/06/09	COMCAST	06/23/09	877021001016	DPM - Park Program	Communication (	60.00	INTERNET SERVICE 07/02/09-08/01/09 HP PA
						Check Totals	60.00	
028809	08/06/09	CORTEL, LLC	07/31/09	APW09-00067	DPM - Engineering	Encroachment	550.00	CANCEL PERMIT VALPARAISO T-MOBILE APW09-
						Check Totals	550.00	
028810	08/06/09	COUNTY OF SAN MATEO SHERIFF	07/27/09	TRAINING -PO	Police	Training - Post	375.00	TRAINING GANG SYMPOSIUM 10/14-16/09 WADE
						Check Totals	375.00	
028811	08/06/09	DAILY JOURNAL CORPORATION	07/17/09	B1638744	City Manager	Advertising/Pub	85.02	PUBLIC HEARING PARCEL TAX ELC NOT SMC TI
						Check Totals	85.02	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028812	08/06/09	DEPT. OF CONSERVATION DIV.	07/31/09	07-09/2008 S	Building	SWIP Fee Payabl	4,023.22	STRONG MOTION INSTRUM SEISMIC HAZARD MAP
						Check Totals	4,023.22	
028813	08/06/09	DEAN DEVLUGT	07/07/09	19344	Police	Other Supplies	59.98	RANGE ITEMS - EARPLUGS, CLEANERS
						Check Totals	59.98	
028814	08/06/09	EXPRESS PLUMBING INC	07/15/09	273 STOCKBRI	DPW - Engineering	DPW Deposit Pay	2,500.00	REFUND ROAD BOND 273 STOCKBRIDGE
						Check Totals	2,500.00	
028815	08/06/09	FIRST CHOICE	07/16/09	219143	City Manager	Office Supplies	30.08	COFFEE ADMIN
028815	08/06/09	FIRST CHOICE	07/20/09	219144	Building	Office Supplies	43.76	COFFEE PERMIT CENTER
028815	08/06/09	FIRST CHOICE	07/20/09	656402	Police	Other Supplies	43.50	COFFEE P.D.
						Check Totals	117.34	
028816	08/06/09	HORIZON	07/08/09	12386944-00	DPW - Park Maintenan	Construction Ma	206.36	IRRIGATION SUPPLIES, 3/4" NIPPLE, COUPLI
						Check Totals	206.36	
028817	08/06/09	HOUSTON COMMUNICATIONS, INC	07/21/09	456009	Police	Machinery & Equ	94.60	LMT KYPD LEATHER W/BELTLOOP
						Check Totals	94.60	
028818	08/06/09	I.M.P.A.C. GOVERNMENT SERVI	07/22/09	0612 07-09	Police	Vehicles & Acce	24.27	USB CABLES FOR GPS ON MOBILES IN PATROL
					Police	Machinery & Equ	31.88	REPLACEMENT BATTERY FOR UPS IN SGT OF, B
					Police	Machinery & Equ	76.54	UPS FOR SGT OFFICE
					Police	Office Supplies	74.28	LASER TONER FOR PRINTER
					Police	Office Supplies	28.38	RIBBONS FOR 911 PRINTER
					Police	Office Supplies	18.92	RIBBONS FOR 911 PRINTER
028818	08/06/09	I.M.P.A.C. GOVERNMENT SERVI	07/22/09	7190 07-09	Finance	Training & Safe	11.00	GRAY LINE SEATTLE AIRPORT 6/29/09, GFOA
					Finance	Training & Safe	8.33	GFOA CONF BREAKFAST 6/30/09 L, HO
					Finance	Training & Safe	28.95	GFOA CONF DINNER 6/30/09 L, HO
					Finance	Training & Safe	390.72	LODGING, GFOA CONF 6/29-7/1/09 L, HO
					Finance	Training & Work	50.00	CSMFO BEG GOV -JAPAN 9/2/09
028818	08/06/09	I.M.P.A.C. GOVERNMENT SERVI	07/22/09	4960 07-09	Finance	Training & Work	190.00	TRAINING SEMINAR, THE PUBLIC RETIREMENT
					City Manager	Training & Work	37.00	RECORDING FEE FOR NOTARY BOND FOR CITY C

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028819	08/06/09	IEDA, INC.	07/01/09	15489	City Manager	Check Totals	970.27	
					Labor Relations	1,000.00		LABOR RELATIONS CONSULT FEE 7/1-31/09
028820	08/06/09	JANICE MEISEL	07/16/09	BP09-193	Building Building NON-DEPARTMENTAL	Check Totals	1,000.00	
					Building Permit	181.80		REFUND PERMIT FEE ADJUST 28 LABURNUM ROA
					Plan Check Fee	118.17		REFUND PLAN CHECK BATHROOM REMODEL 28 LA
					Road Impact Fee	127.80		REFUND ROAD IMPACT 28 LABURNUM ROAD
					Check Totals	427.77		
028821	08/06/09	KAL CONSTRUCTION INC OSKAR	07/31/09	PERMIT38799	NON-DEPARTMENTAL	Building Deposi	5,000.00	UTILITY DEPO REFU PERMIT#38799 a4 CATALP
028821	08/06/09	KAL CONSTRUCTION INC OSKAR	07/31/09	4 CATALPA #2	NON-DEPARTMENTAL	Building Deposi	1,000.00	RECYCLING DEPO REFU a4 CATALPA
					Check Totals	6,000.00		
028822	08/06/09	KEN & NATALIE KLEIN	07/31/09	215 STOCKBRI	Building	Building Deposi	6,179.00	REFUND RECYCLING DEPOSIT P08-0564 215 ST
					Check Totals	6,179.00		
028823	08/06/09	KREFELDS AWARDS	07/02/09	20216	Police	Special Events	125.09	SET UP, ENGRAVING OF LOGO/SIGNATURE, PLA
					Check Totals	125.09		
028824	08/06/09	LYNGSO GARDEN MATERIAL	07/07/09	778125	DPW - Park Mainten	Landscape Suppl	749.46	PLAYGROUND FIBER 7/7/09
					Check Totals	749.46		
028825	08/06/09	MAINTENANCE SUPERINTENDENTS	07/31/09	MSA MEMBER 0	DPW - Engineering DPW - Street Mainten	Membership/Dues	60.00	STEVE TYLER MEMBERSHIP 2009-2010
						Membership/Dues	60.00	TROY HENDERSON MEMBERSHIP 2009-2010
					Check Totals	120.00		
028826	08/06/09	METROMOBILE COMMUNICATIONS	07/06/09	20204	Police	Equipment Maint	98.00	REPLACE 1 BATTERY THAT CUSTOMER SUPPLIED
					Check Totals	98.00		

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028827	08/06/09	JANELLE MILLER	07/16/09	MILLER 7-16-	Police	Training - Post	8.69	DAY 1 EXCEL BASIC TRAINING 7/15/09
					Police	Gas & Oil	20.85	18.96 MILES, GAS MILEAGE
						Check Totals	29.54	
028828	08/06/09	MUNI SERVICES LLC	07/31/09	TODD LLOYD B	NON-DEPARTMENTAL	Business Licens	125.00	\$125 TRIDAR LLC BUS LICENSE (\$100), (\$25
028828	08/06/09	MUNI SERVICES LLC	07/31/09	BURKETT'S PO	NON-DEPARTMENTAL	Business Licens	275.00	BUS LIC APPLICATION BURKETT'S POOL PLAST
028828	08/06/09	MUNI SERVICES LLC	07/31/09	MEALS ON WHE	NON-DEPARTMENTAL	Business Licens	75.00	MEALS ON WHEELS BUS LIC APPLICATION
028828	08/06/09	MUNI SERVICES LLC	07/31/09	SARAH MUSTAR	NON-DEPARTMENTAL	Business Licens	125.00	BUS LIC APPLI SARAH MUSTARDE, 87 LINDEN
028828	08/06/09	MUNI SERVICES LLC	07/27/09	PENINSULA DR	NON-DEPARTMENTAL	Business Licens	175.00	PAID CASH \$175 PENINSULA DRILLING & EXCA
028828	08/06/09	MUNI SERVICES LLC	07/27/09	ALANHYNES-07	NON-DEPARTMENTAL	Business Licens	175.00	CASH PAID \$175.00 ALAN HYNES CONSTRUCTIO
028828	08/06/09	MUNI SERVICES LLC	07/08/09	LMOBILIECART	NON-DEPARTMENTAL	Business Licens	125.00	CASH PAID \$125 L & M MOBILE CAR TOUCH UP
028828	08/06/09	MUNI SERVICES LLC	07/28/09	MCGUIREANDHE	NON-DEPARTMENTAL	Business Licens	275.00	CASH PAID \$275 MC GUIRE AND HESTER 510-6
						Check Totals	1,350.00	
028829	08/06/09	OIL CHANGER	07/02/09	0143534	Police	Equipment Maint	37.86	MIKE GUERRA, FORD TAURUS CA-6BUFO90 6/2/
028829	08/06/09	OIL CHANGER	07/02/09	202-0343646	DPW - Street Mainten	Equipment Maint	80.18	ANDRADE JAVIER, CA-1023797 FORD TRUCK SE
						Check Totals	118.04	
028830	08/06/09	PACIFIC PENINSULA GROUP	07/31/09	127 TUSCALOO	NON-DEPARTMENTAL	Building Deposi	12,714.00	REFUND RECYCLING DEPOSIT 127 TUSCALOOSA
028830	08/06/09	PACIFIC PENINSULA GROUP	07/31/09	76 ALMENDRAL	NON-DEPARTMENTAL	Building Deposi	5,000.00	REFUND OF DEPOSIT UTILITY 276 ALMENDRAL
						Check Totals	17,714.00	
028831	08/06/09	PETE MESSA & SONS	07/31/09	86 BROADACRE	DPW - Engineering	DPW Deposit Pay	2,500.00	REFUND ROAD BOND 05/14/09 86 BROADACRES
						Check Totals	2,500.00	
028832	08/06/09	PETERSON & JENKINS ROOFING	07/31/09	5 BRITTANY M	Building	Building Permit	515.00	REFUND BUILDING PERMIT 80% BP08-205 5 BR
					NON-DEPARTMENTAL	Business Licens	180.00	REFUND BUS. LIC. FEE 5 BRITTANY MEADOWS
					NON-DEPARTMENTAL	Road Impact Fee	355.00	REFUND ROAD IMPACT FEE 5 BRITTANY MEADOW
						Check Totals	1,050.00	
028833	08/06/09	THE POLICE & SHERIFF PRESS,	07/02/09	21951	Police	Other Supplies	12.44	SECURE ID CARDS - PRONSKE

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						Check Totals	12.44	
028834	08/06/09	S & T INVESTIGATIONS STACEY	07/22/09	69	Police	Recruitment Cos	564.92	MARK POLLIO, RESERVE OFFICER BACKGROUND
						Check Totals	564.92	
028835	08/06/09	SAN MATEO CO SHERIFF'S OFFI	07/01/09	CL02134	Police	Technical Servi	5,782.22	FORENSIC LAB FLAT FEE CONTRIBUTION 07-09
						Check Totals	5,782.22	
028836	08/06/09	SAN MATEO REGIONAL NETWORK,	07/10/09	18216	Police	Technical Servi	385.00	JULY 09, MONTHLY ACCESS FEE T-1 SERV
						Check Totals	385.00	
028837	08/06/09	SHARP ELECTRONICS CORPORATI	07/08/09	AR202618	DPM - Engineering	Equipment Maint	194.65	P/W COPIER S450N-265119 EQPT BASE RATE 0
028837	08/06/09	SHARP ELECTRONICS CORPORATI	07/24/09	AR203945	City Manager	Equipment Maint	235.12	ADMIN COPIER B/W 6501333Y OVERAGE CHARGE
						Check Totals	429.77	
028838	08/06/09	STATE CONTROLLERS OFFICE DI	07/31/09	audit-confir	Finance	Audit & Financi	100.00	Audit confirmation for FY2009
						Check Totals	100.00	
028839	08/06/09	SUN RIDGE SYSTEMS INC.	05/15/09	1895	Police	Technical Servi	11,085.00	P.D RIMS ANNUAL SUPPORT SERV 06/30/2009-
						Check Totals	11,085.00	
028840	08/06/09	TEAMSTERS LOCAL 856 H & W	08/05/09	Aug.09	NON-DEPARTMENTAL	Payroll Benefit	6,721.00	Aug. 09 Dental Insurance
						Check Totals	6,721.00	
028841	08/06/09	DARYL D. JONES, INC. DBA TE	07/10/09	40181	Police	Technical Servi	934.00	FACILITIES MGT, MAINTENANCE FOR PUBLIC S
						Check Totals	934.00	
028842	08/06/09	TRAINING FOR SAFETY, INC	07/28/09	108230920090	Police	Training - Post	285.00	DESPATCH UPDATE, 8/11-13/2009 S.PARDORLA

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028843	08/06/09	AGI PUBLISHING DBA: VALLEY	07/01/09	998221 JULY	DPW - Park Program	Advertising/Pub	939.00	HOLBROOK PALMER PARK ADS JULY 09
						Check Totals	939.00	
028844	08/06/09	VISION SERVICE PLAN ATTN: A	07/20/09	2370650001 A	NON-DEPARTMENTAL	Payroll Benefit	780.42	VISION PLANS FOR EMPLOYEE AUG 09
						Check Totals	780.42	
028845	08/06/09	MARIANNE WALTERS	07/31/09	23 FAIRVIEW	Building	Building Deposi	1,000.00	REFUND RECYCLING DEPOSIT BP08-0172 23 FA
						Check Totals	1,000.00	
028846	08/06/09	WILLIAMS SCOTSMAN	06/29/09	91598641	Police	Rent - Faciliti	715.80	RENT P.D. TRAILER 6/29-7/28/09 UNIT#CPX7
						Check Totals	715.80	
028847	08/06/09	JASON YOAKUM	07/16/09	YOAKUM 07162	Police	Training - POST	23.00	DRIVER TRAINING JULY 14-15, 09
						Gas & Oil	59.40	GAS MILEAGE 27 MILES
						Check Totals	82.40	
028849	08/17/09	A-A LOCK & ALARM INC	07/22/09	212287	DPW - Building Maint	Facility Repair	66.37	COUNCIL CHAMBER SWITCH LOCK, RESTRICTED
						Check Totals	66.37	
028850	08/17/09	A-A-A RENTALS INC	07/20/09	511305	DPW - Street Mainten	Rent - Tools &	104.00	GUTTER REPAIR PROJECT: SAW AND BLADES
028850	08/17/09	A-A-A RENTALS INC	07/23/09	511400	DPW - Street Mainten	Rent - Tools &	99.66	GUTTER REPAIR PROJECT: PUMP, DISCHARGE H
028850	08/17/09	A-A-A RENTALS INC	08/06/09	512238	DPW - Street Mainten	Rent - Tools &	49.46	WALSH ROAD, SAW, CUT OFF 14"GAS HUSKY
						Check Totals	253.12	
028851	08/17/09	ABAG	05/02/09	1033729	Non-Department	Membership/Dues	1,908.00	FY2009-10 ABAG DUES
						Check Totals	1,908.00	
028852	08/17/09	ABAG PLAN CORP	07/01/09	01PREM09.10	Non-Department	Liability Insur	44,070.00	GENERAL LIABILITY COVERAGE, FY09-10

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028853	08/17/09	ACTION TOWING	08/03/09	250311	Police	Equipment Maint	45.00	TOW FORD CROWN VIC 07/26/09
						Check Totals	88,155.00	
028854	08/17/09	AFLAC ATTN: REMITTANCE PROC	06/15/09	624030ER	Building Finance Police	Cafeteria Insur Cafeteria Insur Cafeteria Insur	5.00 10.00 20.00	ANDERSON, KATHLEEN 06/01-30/2009 COLLIAY M, HO L 06/01-30/2009 DUNPHY D, GUERRA M, HALL S, MATTES J 06/ HENDERSON TROY 06/01-30/2009
						Check Totals	40.00	
028855	08/17/09	AFLAC ATTN: REMITTANCE PROC	08/07/09	039532	NON-DEPARTMENTAL	Payroll Deducti	1,697.36	JULY 09 INSURANCE PREMIUM
						Check Totals	1,697.36	
028856	08/17/09	ALLIANT INSURANCE SERVICES	07/21/09	983879	Non-Department	Employ Practice	34,271.73	EMPLOYMENT PRACTICES LIABILITY 07/17/09-
						Check Totals	34,271.73	
028857	08/17/09	AT&T PAYMENT CENTER	07/19/09	6503252677 0	DPW - Park Program	Communication (	26.31	6503252677 07/19-08/19/2009
						Check Totals	26.31	
028858	08/17/09	AT&T ADVERTISING & PUBLISHI	07/25/09	8103362367 0	DPW - Park Program	Communication (	2.00	JUNE 09, SAN MATEO CO DIRECTORY
						Check Totals	2.00	
028859	08/17/09	AT&T CALNET 2	07/20/09	0748214	DPW - Park Program	Communication (	84.20	2332511053041 06/20-07/19/2009
028859	08/17/09	AT&T CALNET 2	08/01/09	07733339	Non-Department	Communication (	15.72	EILEEN'S FAX MACHINE 6503274866 07/01-07
028859	08/17/09	AT&T CALNET 2	08/01/09	07733338	DPW - Park Program	Communication (	55.37	6503274859 07/01-31/2009
028859	08/17/09	AT&T CALNET 2	08/01/09	07733337	DPW - Park Program	Communication (	15.68	6503273232 07/01-31/2009

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028860	08/17/09	LANCE BAYER	07/27/09	BAYER 07-09	Police	Check Totals	170.97	
						Other Contract	1,250.00	PERSONNEL INVESTIGATION 10 HRS
						Check Totals	1,250.00	
028861	08/17/09	MELANIE BRABENEC	08/11/09	BRABENEC 08/	City Manager	Conferences	31.05	MILEAGE REIMBURSEMENT 07/07-08/14/09
						Check Totals	31.05	
028862	08/17/09	CLARK PEST CONTROL	07/23/09	8595690	DPM - Building Maint	Grounds Mainten	200.00	P-REGULAR, 91 ASHFIELD RD, 93 STATION LN
						Check Totals	200.00	
028863	08/17/09	COMCAST	07/23/09	150 WATKINS	DPM - Park Program	Communication (	60.00	PARKS 08/02-09/01/2009
						Check Totals	60.00	
028864	08/17/09	CSG CONSULTANTS, INC.	06/22/09	016264	Planning Department	PLANNING DEPOSIT	941.25	50 VALPARAISO RD-MENLO SCHOOL PROFESSION
028864	08/17/09	CSG CONSULTANTS, INC.	07/16/09	016355	Planning Department	PLANNING DEPOSIT	1,645.00	50 VALPARAISO RD-MENLO SCHOOL PROFESSION
						Check Totals	2,586.25	
028865	08/17/09	DAILY JOURNAL CORPORATION	07/08/09	B1629716	City Manager	Advertising/Pub	110.79	PUBLIC NOTICE FOR FEE HEARING, ALMANAC 7
028865	08/17/09	DAILY JOURNAL CORPORATION	07/31/09	B1648108	City Manager	Advertising/Pub	121.32	GOV LEGAL NOTICE, SAN MATEO CO TIMES, 7/
						Check Totals	232.11	
028866	08/17/09	DEPT. OF CONSERVATION DIV.	08/03/09	OCT08-JUN09	Building	SMIP Fee Payabl	957.89	SMIP FEES OCT 1-DEC 31, 2008
					Building	SMIP Fee Payabl	862.50	SMIP FEES JAN 1-MAR 31, 2009
					Building	SMIP Fee Payabl	1,644.46	SMIP FEES APR 1-JUN 30, 2009
						Check Totals	3,464.85	
028867	08/17/09	DIVERSIFIED MAINTENANCE SER	07/01/09	D61724	DPM - Building Maint	Custodial Servi	308.17	JULY 2009 BLDG MAINTENANCE
					DPM - Building Maint	Custodial Servi	417.85	JULY 2009 BLDG MAINTENANCE
					DPM - Building Maint	Custodial Servi	115.08	JULY 2009 BLDG MAINTENANCE
					DPM - Building Maint	Custodial Servi	145.98	JULY 2009 BLDG MAINTENANCE

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028868	08/17/09	DUNBAR ARMORED INC.	08/01/09	2592660	DPW - Building Maint	Custodial Servi	193.09	JULY 2009 BLDG MAINTENANCE
					NON-DEPARTMENTAL	Custodial Servi	445.59	JULY 2009 BLDG MAINTENANCE
						Check Totals	1,625.76	
028869	08/17/09	ELLISON'S TOWING	07/31/09	22627	Finance	Bank Service Ch	192.79	91 ASHFIELD RD MAINTENANCE FEE, AUG 09
						Check Totals	192.79	
						Equipment Maint	55.00	5/21/09 TOW
028870	08/17/09	FIRST CHOICE	08/07/09	225377	Police	Equipment Maint	55.00	
						Check Totals	55.00	
						Office Supplies	58.56	BEVERAGE ADMIN
028871	08/17/09	GARDENLAND CENTER INC. DBA	07/13/09	665461	Building	Check Totals	58.56	
						Check Totals	58.56	
						Equipment Maint	744.05	PARTS/SERVICE LARGE MOWER REPAIR/MAINT
028872	08/17/09	GARDENLAND CENTER INC. DBA	07/13/09	665462	DPW - Park Maintenance	Equipment Maint	123.68	PARTS/SERV PUSH MOWER REPAIR/MAINT
						Check Totals	867.73	
						Check Totals	2,500.00	REFUND BOND 46 FREDERICK
028873	08/17/09	GODBY CONSTRUCTION	08/01/09	46 FREDERICK	DPW - Engineering	DPW Deposit Pay	2,500.00	
						Check Totals	2,500.00	
						Check Totals	2,500.00	
028874	08/17/09	SHERMAN HALL	08/10/09	HALL 08/09	Police	Machinery & Equ	219.80	MACHINE & EQUIPM CABLES LOCK BOX
					Police	Machinery & Equ	200.00	COMPUTER FOR TOWN PROJECT
						Check Totals	419.80	
028875	08/17/09	HARRIS COMPUTER SYSTEMS	06/19/09	MN002263	Finance	Technical Servi	1,634.65	MONTHLY TECHNICAL SOFTWARE ASSISTANCE 07
						Check Totals	1,634.65	
						Check Totals	1,634.65	
028876	08/17/09	HORIZON	07/24/09	12389194-00	DPW - Park Maintenance	Construction Ma	129.75	IRRIGATION: NIPPLE, RISER, SPRINKLERS
					DPW - Park Maintenance	Construction Ma	94.63	VALVES, REPLACE BROKEN VALVES BY MAIN EN
					DPW - Park Maintenance	Construction Ma	225.08	COUPLINGS, VALVES, ADAPTER: REPLACE BROK

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028876	08/17/09	I.M.P.A.C. GOVERNMENT SERVI	07/22/09	5424 07-09	Building	Check Totals	449.46	
028876	08/17/09	I.M.P.A.C. GOVERNMENT SERVI	07/22/09	4324 07-09	City Manager	Membership/Dues	50.00	K HUO, 09 CERTIFICATE RENEWAL, INT'L COD
						Computer Suppli	15.00	CONSTANT CONTACT
028877	08/17/09	IEDA, INC.	08/01/09	15528	City Manager	Check Totals	65.00	
						Labor Relations	1,000.00	LABOR RELATION CONSULT FEES 08/01-31/200
028878	08/17/09	INTERSTATE TRAFFIC CONTROL	07/20/09	122455	DPW - Street Mainten	Check Totals	1,000.00	
028878	08/17/09	INTERSTATE TRAFFIC CONTROL	08/03/09	122733	DPW - Street Mainten	Equipment Maint	130.00	CLEANING PUMP VALVES AND TEST, REPAIR PO
						Construction Ma	176.99	WHITE PAINT
028879	08/17/09	IMORA SYSTEMS	06/17/09	2898	DPW - Street Mainten	Check Totals	306.99	
028879	08/17/09	IMORA SYSTEMS	07/28/09	2946	DPW - Street Mainten	Computer Softwa	75.00	JULY 09 INTERNET PAVEMENT MANAGEMENT/SUP
						Computer Softwa	75.00	AUGUST 09 INTERNET PAVEMENT MANAGEMENT/S
028880	08/17/09	LYNGSO GARDEN MATERIAL	07/23/09	779143	DPW - Street Mainten	Check Totals	150.00	
						Construction Ma	242.59	CEMENT FOR GUTTER REPAIR PROJECT
028881	08/17/09	MILLS-PENINSULA HEALTH SERV	07/20/09	40015	Non-Department	Check Totals	242.59	
						Employee Assist	585.00	52 EMPLOYEES,EAP, 7/01-9/30/2009
028882	08/17/09	OFFICE DEPOT	07/16/09	481395534001	Building	Check Totals	585.00	
					DPW - Engineering	Office Supplies	441.67	BLD - INK CATRIDGE, PEN, PAPER, BINDER
					City Manager	Office Supplies	80.25	PARKS-INK CATRIDGE
					Finance	Office Supplies	366.64	ADMIN-INK CATRIDGE, PEN, BINDER, LABEL N
028882	08/17/09	OFFICE DEPOT	07/17/09	481598955001	Building	Office Supplies	96.09	FINANCE-CALCULATOR, INK CATRIDGE
						Office Supplies	37.09	PAPER
						Check Totals	1,021.74	
028883	08/17/09	PENINSULA UNIFORMS & EQUIPM	08/01/09	44708	Police	Check Totals	10.91	
						Uniforms	10.91	MOTOR PANTS ELASTIC STRIRUP

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028884	08/17/09	PUBLIC EMPLOYEES RETIREMENT	07/25/09	070904	NON-DEPARTMENTAL NON-DEPARTMENTAL	Payroll Benefit Payroll Deducti	53,047.03 1,400.53	PERS ER 07/12/09-07/25/09 PERS EE 07/12/09-07/25/09
						Check Totals	10.91	
028885	08/17/09	PETTY CASH	07/09/09	FREM JULY 9-	Police	Other Supplies	27.00	COFFEE/BF ITEMS-SEARCH WARRANT SERV-OUTS
						Check Totals	27.00	
028886	08/17/09	ROCKY POINT, LLC	07/30/09	16401	Police	Other Supplies	483.30	80 BOOKS 2-PART WARNING NOTICE
028886	08/17/09	ROCKY POINT, LLC	08/04/09	16397	Police	Other Supplies	417.93	3-PART MOVING CITATIONS, 25 SETS/BK, 80
						Check Totals	901.23	
028887	08/17/09	SAN MATEO CO SHERIFF'S OFFI	07/31/09	CL02153	Police	Other Contract	87.00	NARCOTIC ID, CASE NO:09-379
						Check Totals	87.00	
028888	08/17/09	S.M. COUNTY SHERIFF'S OFFIC	07/31/09	3311	Police	Other Contract	26,768.00	FY09-10 CITY SHARE, DISTRICT ADMINISTRAT
						Check Totals	26,768.00	
028889	08/17/09	COUNTY OF SAN MATEO DEPT OF	07/20/09	008-10	DPM - Street Mainten	Other Contract	1,452.00	GRAFFITI ABATEMENT 17.5 HRS LABOR 6/30/
						Check Totals	1,452.00	
028890	08/17/09	SAN MATEO COUNTY SHERIFF'S	07/31/09	8175	Police	Other Contract	2,530.00	COYOTE POINT RANGE FEE FOR FY09-10
						Check Totals	2,530.00	
028891	08/17/09	SAN MATEO REGIONAL NETWORK,	08/10/09	18275	Police	Other Contract	385.00	AUGUST 09, MONTHLY ACCESS FEE T-1 SERVIC
						Check Totals	385.00	
028892	08/17/09	JEAN SCHAAF	08/06/09	ARTS COMMITT	NON-DEPARTMENTAL	Advertising/Pub	65.16	FEATURED ARTIST SIGN , DISPLAY IN THE AT

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028893	08/17/09	SPRINT	07/29/09	130538811-02	Police	Check Totals	65.16	
						Communication C	400.51	06/26-07/25/2009 PD MOBILE DATA COMPUTER
						Check Totals	400.51	
028894	08/17/09	DARYL D. JONES, INC. DBA TE	08/10/09	40238	Police	Other Contract	934.00	FACILITIES MANAGEMENT/MAINT FOR PUBLIC-S
						Check Totals	934.00	
028895	08/17/09	TERMINIX PROCESSING CENTER	07/27/09	288144801	NON-DEPARTMENTAL	Other Contract	108.00	PEST CONTROL 2 DINKELSPIEL STATION LANE
						Check Totals	108.00	
028896	08/17/09	UNIFIRST CORP.	07/14/09	3800328647	DPW - Park Maintenance	Uniforms	13.66	LAUNDRY SERVICE, 07/14/09
					DPW - Park Program	Uniforms	13.66	LAUNDRY SERVICE, 07/14/09
028896	08/17/09	UNIFIRST CORP.	07/14/09	3800328646	DPW - Street Maintenance	Uniforms	47.12	LAUNDRY SERVICE, 07/14/09
					DPW - Park Maintenance	Uniforms	13.66	LAUNDRY SERVICE, 07/21/09
028896	08/17/09	UNIFIRST CORP.	07/21/09	3800329666	DPW - Park Program	Uniforms	13.66	LAUNDRY SERVICE, 07/21/09
					DPW - Street Maintenance	Uniforms	47.12	LAUNDRY SERVICE, 07/21/09
						Check Totals	148.88	
028897	08/17/09	VOYAGER	07/24/09	86901-6477 0	Police	Gas & Oil	165.80	FUEL JULY 2009
					Police	Gas & Oil	-9.60	FUEL JULY 2009
						Check Totals	156.20	
028898	08/17/09	WILLIAMS SCOTSMAN	07/29/09	92255464	Police	Rent - Faciliti	715.80	RENT P.D. TRAILER 07/29-08/28/2009 UNIT
						Check Totals	715.80	
028900	08/17/09	CALIFORNIA WATER SERVICE	07/06/09	9293092658 0	Police	Utilities - Elec	55.64	83 ASHFIELD 5/5/09-6/2/09
					DPW - Engineering	Utilities - Elec	12.73	STATION LANE 5/5/09-6/2/09
					DPW - Engineering	Utilities - Elec	1,180.12	ALAMEDA/ATHERTON, STATION LN, 99 ASHFIELD
					DPW - Engineering	Utilities - Elec	207.95	150 WATKINS 5/5/09-6/2/09
					DPW - Engineering	Utilities - Elec	101.85	91 ASHFIELD
					NON-DEPARTMENTAL	Utilities - Elec	42.42	2 STATION LANE

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028901	08/17/09	CASEY CONSTRUCTION, INC	07/01/09	569	NON-DEPARTMENTAL	Other Contract	1,230.93	HP PARK SEWER IMPROVEMENTS, REPAIRED/CLE
028901	08/17/09	CASEY CONSTRUCTION, INC	06/08/09	562	NON-DEPARTMENTAL	Other Contract	40,230.00	HP PARK SEWER IMPROVEMENTS: MOBILIZATION
028901	08/17/09	CASEY CONSTRUCTION, INC	08/04/09	579	NON-DEPARTMENTAL	Other Contract	4,644.00	HP PARK SEWER IMPROVEMENTS: EXTEND 4" LA
028901	08/17/09	CASEY CONSTRUCTION, INC	08/04/09	580	NON-DEPARTMENTAL	Other Contract	801.00	HP PARK SEWER IMPROVEMENTS: INSTALL OMNE
028901	08/17/09	CASEY CONSTRUCTION, INC	08/04/09	581	NON-DEPARTMENTAL	Other Contract	1,512.00	HP PARK SEWER IMPROVEMENTS: INSTALL PIPE
						Check Totals	48,417.93	
028902	08/17/09	COMMERCIAL CLAIMS, INC.	07/14/09	09-05-01595	City Manager	Training & Safe	199.00	PRYOR SEMINARS/RECORD RETENTION/DESTRUCT
						Check Totals	199.00	
028903	08/17/09	CSG CONSULTANTS, INC.	06/22/09	016139	DPM - Engineering	Contract Engine	17,362.50	PLAN CHECK REVIEW 4/25/09-5/29/09
028903	08/17/09	CSG CONSULTANTS, INC.	07/16/09	016353	DPM - Engineering	Contract Engine	13,066.25	PLAN CHECK REVIEW 05/30-06/30/2009
						Check Totals	30,428.75	
028904	08/17/09	FASTSIGNS	07/09/09	395-20694	Building	ENVIRONMENTAL P	352.40	GREEN RIBBON TASK FORCE BANNER
						Check Totals	352.40	
028905	08/17/09	H.T. HARVEY & ASSOCIATES	05/31/09	26981	NON-DEPARTMENTAL	Other Contract	2,904.42	ENVIRONMENTAL CONSULTING UPPER ATHERTON
028905	08/17/09	H.T. HARVEY & ASSOCIATES	06/30/09	27054	NON-DEPARTMENTAL	Other Contract	2,391.70	ENVIRONMENTAL CONSULTING UPPER ATHERTON
						Check Totals	5,296.12	
028906	08/17/09	HOPSCOTCH PRESS	02/13/08	20975#2	DPM - Engineering	Advertising/Pub	2,000.00	HCTG Facility Package, 11th Ed 2009 and
						Check Totals	2,000.00	
028907	08/17/09	I.M.P.A.C. GOVERNMENT SERVI	06/22/09	5408/06-09	DPM - Engineering	DPM Deposit Pay	38.96	MEALS PURCHASE, S.TYLER
						Check Totals	38.96	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028908	08/17/09	NEAL MARTIN & ASSOCIATES	06/30/09	986	Planning Department	Contract Planne	19,104.54	CONTRACT PLANNING SERVICES 06/01-30/09
028908	08/17/09	NEAL MARTIN & ASSOCIATES	06/30/09	987	Planning Department	HOUSING ELEMENT	2,271.51	PLANNING SERVICES - HOUSING ELEMENT 06/0
					Check Totals		21,376.05	
028909	08/17/09	OIL CHANGER	05/06/09	202-0340905	DPW - Street Mainten	Equipment Maint	39.35	A JAVIER, FORD TRUCK LIC#CA-1023797
					Check Totals		39.35	
028910	08/17/09	PARIKH CONSULTANTS	05/21/09	20905155	NON-DEPARTMENTAL	Other Contract	449.46	HP PARK GEOTECHNICAL ENGINEERING SERVICE
028910	08/17/09	PARIKH CONSULTANTS	07/20/09	20907117	NON-DEPARTMENTAL	Other Contract	1,813.24	HP PARK, GEOTECHNICAL ENGINEERING SERVIC
					Check Totals		2,262.70	
028911	08/17/09	CITY OF REDWOOD CITY FINANC	06/30/09	BR23289	DPW - Engineering	Gas & Oil	91.85	FUEL CHARGES 05/16-06/15/2009
					Public Works Park	Gas & Oil	129.25	FUEL CHARGES 05/16-06/15/2009
					DPW - Engineering	Gas & Oil	636.35	FUEL CHARGES 05/16-06/15/2009
					Police	Gas & Oil	2,988.43	FUEL CHARGES 05/16-06/15/2009
					Check Totals		3,845.88	
028912	08/17/09	CITY OF REDWOOD CITY INFORM	06/30/09	BR23343	NON-DEPARTMENTAL	Other Contract	4,666.29	I.T. SERVICES 36.1 HRS@129.26/HR ABOVE
					Check Totals		4,666.29	
028913	08/17/09	CITY OF REDWOOD CITY FINANC	06/30/09	BR23249	Police	Equipment Maint	19,079.32	VEHICLE REPAIR/MAINT 05/16-06/15/09
					DPW - Engineering	Equipment Maint	657.46	VEHICLE REPAIR/MAINT 05/16-06/15/09
					Check Totals		19,736.78	
028914	08/17/09	City of Foster City	06/26/09	Dinner062609	City Council	Conferences	80.00	DINNER MEETING 06/26/09 REIMBURSED BY LE
					Check Totals		80.00	
028915	08/17/09	SPRINT	06/30/09	130538811019	Police	Communication (	400.51	MOBILE DATA COMPUTERS 5/26/2009-6/25/200
					Check Totals		400.51	
028916	08/17/09	TURBO DATA SYSTEMS INC.	07/31/09	15730	Police	Citations Proce	19.93	CITATION PROCESSING JUNE-JULY 2009

CCS-AP Accounts Payable Release 8.2.1 R*APFINWC*COUNCIL.U

By Jun Pan (JAPAN)

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028917	08/17/09	UNIFIRST CORP.	06/09/09	3800323577	DPW - Engineering	Check Totals	19.93	
					Uniforms		13.66	LAUNDRY SERVICE 06/09/09
					Uniforms		13.66	LAUNDRY SERVICE 06/09/09
028917	08/17/09	UNIFIRST CORP.	06/30/09	3800326608	DPW - Engineering	Uniforms	20.96	MOPS, TOWEL, TCELL, DISPENSER, FRESHENER
					Uniforms		27.32	LAUNDRY SERVICE 06/30/09
					Check Totals		75.60	
028920	08/19/09	A-A LOCK & ALARM INC	06/12/09	212647	DPW - Engineering	Facility Repair	10.82	DISC CAM LK 5/8" KA, FILE CABINET
					Check Totals		10.82	
028921	08/19/09	ABAG POWER PURCHASING POOL	07/01/09	8002223	DPW - Engineering	Utilities - Elec	185.60	LEVELIZED GAS 150 WATKINS 04/28-05/27/20
					DPW - Engineering	Utilities - Elec	69.60	LEVELIZED GAS 160 WATKINS 04/28-05/27/20
					Police	Utilities - Elec	104.40	LEVELIZED GAS 91 ASHFIELD 05/27-06/24/20
					Finance	Utilities - Elec	92.80	LEVELIZED GAS TOWN HALL 05/27-06/24/2009
					NON-DEPARTMENTAL	Utilities - Elec	46.40	LEVELIZED GAS LIBRARY 05/27-06/24/2009
					DPW - Engineering	Utilities - Elec	81.20	LEVELIZED GAS CORP YARD 05/27-06/24/2009
					Check Totals		580.00	
028922	08/19/09	ATKINSON-FARASYN	07/01/09	ATKINSON 07-	City Attorney	Attorney - Othe	5,240.65	LEGAL SERVICE BY MARC G HYNES APRIL-JUNE
					Check Totals		5,240.65	
028923	08/19/09	MELANIE BRABENEC	06/29/09	06.29.09	City Manager	Mileage Reimbur	22.74	REIMB MILEAGE 06/05-24/2009
					Check Totals		22.74	
028924	08/19/09	DAVID HUYNH	06/02/09	HUYNH JUNE 0	DPW - Engineering	Conferences	101.88	MILEAGE CHARGES, PARKING AND BRIDGE TOLL
					Check Totals		101.88	
028925	08/19/09	I.M.P.A.C. GOVERNMENT SERVI	06/22/09	4954 06-09	DPW - Engineering	Rent - Faciliti	1,203.64	PODS ONSITE STORAGE FOR 12
028925	08/19/09	I.M.P.A.C. GOVERNMENT SERVI	07/22/09	5432 07-09	Police	Machinery & Equ	562.55	EQUIPMENT: BATTERY, CABLES
					Police	Equipment Maint	34.32	EQUIPMENT - M/C: ENGINE GUARD
028925	08/19/09	I.M.P.A.C. GOVERNMENT SERVI	07/22/09	5440 07-09	Police	Other Contract	88.95	ENTERSECT POLICE ONLINE, JUNE 09

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028926	08/19/09	D.A. MCCOSKER CONSTRUCTION	06/30/09	09-06-0003	NON-DEPARTMENTAL	Police	Gas & Oil	10.00 GAS - TOWN VEHICLE
							Check Totals	1,899.46
						Other Contract	92,838.96	FENNWOOD, LUPIN & MARIANNA AND OAK GROVE
028927	08/19/09	MCDONOUGH, HOLLAND & ALLEN	07/15/09	213761	City Attorney		Check Totals	92,838.96
						City Attorney R	33,346.00	LEGAL SERVICES FEES JUNE 30, 2009
						Attorney - Othe	1,190.89	LEGAL SERVICES COSTS JUNE 30, 2009
028928	08/19/09	MENLO PARK FIRE PROTECTION	07/22/09	ATH-01	City Manager		Check Totals	34,536.89
						DISASTER PREPAR	6,000.00	WHELEN OAK OMNI-DIRECTIONAL WARNING SIRE
						Check Totals	6,000.00	
028929	08/19/09	NEC UNIFIED SOLUTIONS, INC	06/30/09	TMO7984	Police		Equipment Maint	297.00
						Check Totals	297.00	06/15/09 LABOR FEE, PHILIP PEREZ: X-522
028930	08/19/09	ORCHARD SUPPLY HARDWARE	06/24/09	OSH 06/24/09	Public Works Park		Construction Ma	33.66 ROPE, BURLAP FOR TREE REPLANT
						DPW - Engineering	18.26	MISC ELECTRIC SUPPLIES: OUTLET, BATTERY
						DPW - Engineering	20.38	SPEC. HARDWARE, BALL VAL THRE
						DPW - Engineering	11.00	CLEANER FOR SHOP
						DPW - Engineering	8.17	PARTS FOR CRACK BLOWER GUN
						Check Totals	91.47	
028931	08/19/09	PG & E	07/01/09	PG&E JULY 09	Building		Utilities - Elec	45.00 ELECTRIC STATION LANE BLDG 5/27-6/24/09
						Police	2,619.64	ELECTRIC 83 ASHFIELD RD 6/25-7/24/09
						DPW - Engineering	135.00	ELECTRIC STATION LANE BLDG 5/27-6/24/09
						DPW - Engineering	4,156.46	ELECTRIC STREET LIGHTS 5/27-6/26/09
						DPW - Engineering	469.13	ELECTRIC PUMP 150 WATKINS 5/29-6/25/09
						DPW - Engineering	976.66	ELECTRIC ACTIVITY & MODULAR BLDG 5/29-6/
						NON-DEPARTMENTAL	903.16	ELECTRIC LIBRARY, 6/25-7/24/09
						Finance	424.22	ELECTRIC 160 WATKINS, 91 ASHFIELD, 5/27-
						Utilities - Elec		

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028932	08/19/09	CITY OF REDWOOD CITY	05/31/09	BR23164	DPW - Engineering	Gas & Oil	23.00	FUEL CHARGES FOR 04/16-05/15 2009
					Public Works Park	Gas & Oil	138.25	FUEL CHARGES FOR 04/16-05/15 2009
					DPW - Engineering	Gas & Oil	627.75	FUEL CHARGES FOR 04/16-05/15 2009
					Police	Gas & Oil	2,788.75	FUEL CHARGES FOR 04/16-05/15/09
					Check Totals		3,577.75	
028933	08/19/09	THALES CONSULTING INC.	05/13/09	219.1	Finance	Other Contract	967.50	ADDITIONAL SERVICES RELATED TO CAFR-ONLI
					Check Totals		967.50	
028934	08/19/09	UNIFIRST CORP.	06/16/09	3800324583	DPW - Engineering	Uniforms	13.66	LAUNDRY SERVICE 6/06/09
					DPW - Engineering	Uniforms	13.66	LAUNDRY SERVICE 6/16/09
028934	08/19/09	UNIFIRST CORP.	06/02/09	3800322586	DPW - Engineering	Uniforms	13.66	LAUNDRY SERVICE, 06/02/09
					DPW - Engineering	Uniforms	13.66	LAUNDRY SERVICE, 06/02/09
028934	08/19/09	UNIFIRST CORP.	06/23/09	3800325609	DPW - Engineering	Uniforms	13.66	LAUNDRY SERVICE, 06/23/09
					DPW - Engineering	Uniforms	13.66	LAUNDRY SERVICE, 06/23/09
028934	08/19/09	UNIFIRST CORP.	06/16/09	3800324582	DPW - Engineering	Uniforms	11.78	LAUNDRY SERVICE, 06/16/09
					DPW - Engineering	Uniforms	11.78	LAUNDRY SERVICE, 06/16/09
					DPW - Engineering	Uniforms	11.78	LAUNDRY SERVICE, 06/16/09
					DPW - Engineering	Uniforms	11.78	LAUNDRY SERVICE, 06/16/09
028934	08/19/09	UNIFIRST CORP.	06/02/09	3800322585	DPW - Engineering	Uniforms	56.30	LAUNDRY SERVICE, 06/02/09
					DPW - Engineering	Uniforms	0.00	LAUNDRY SERVICE
					DPW - Engineering	Uniforms	0.00	LAUNDRY SERVICE
					DPW - Engineering	Uniforms	0.00	LAUNDRY SERVICE
					DPW - Engineering	Custodial Servi	145.66	SYN 3X5 MAT, MOPS, DRY MOPS
028934	08/19/09	UNIFIRST CORP.	06/23/09	3800325608	DPW - Engineering	Uniforms	11.78	LAUNDRY SERVICE, 06/23/09
					DPW - Engineering	Uniforms	11.78	LAUNDRY SERVICE, 06/23/09
					DPW - Engineering	Uniforms	11.78	LAUNDRY SERVICE, 06/23/09
					DPW - Engineering	Uniforms	11.78	LAUNDRY SERVICE, 06/23/09
028934	08/19/09	UNIFIRST CORP.	06/30/09	3800326607	DPW - Engineering	Uniforms	54.59	YARD EQUIPMENT: MOP, MAT.
					DPW - Engineering	Custodial Servi	0.00	
028934	08/19/09	UNIFIRST CORP.	06/09/09	3800323576	DPW - Engineering	Uniforms	47.83	LAUNDRY SERVICE, 06/09/09
					Check Totals		480.58	

Check #	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028937	08/19/09	AFLAC ATTN: REMITTANCE PROC	07/15/09	672192ER	Building Finance Police DPM - Engineering	Cafeteria Insur Cafeteria Insur Cafeteria Insur Cafeteria Insur	5.00 10.00 20.00 5.00	ANDERSON, KATHLEEN 07/01-31/2009 COLLIAY M, HO L 07/01-31/2009 DUNPHY D, GUERRA M, HALL S, MATTES J 07/ HENDERSON, TROY 07/01-31/2009
					Check Totals		40.00	
028938	08/19/09	ATKINSON-FARASYN	08/12/09	ATKINSON 07-	City Attorney	City Attorney -	632.50	GENERAL SERVICES 07-09, LITIGATION SERVI
					Check Totals		632.50	
028939	08/19/09	C/CAG-CITY OF SAN CARLOS C/	07/01/09	17205	DPM - Engineering NON-DEPARTMENTAL NON-DEPARTMENTAL	Membership/Dues Membership/Dues Membership/Dues	2,507.00 3,920.00 24,845.00	2009-2010 GENERAL FUND ASSESSMENT 2009-2010 GAS TAX ASSESSMENT 2009-2010 CONGESTION RELIEF
					Check Totals		31,272.00	
028940	08/19/09	CALIFORNIA WATER SERVICE	07/30/09	4726166666 J	DPM - Street Mainten DPM - Park Program	Utilities - Wat Utilities - Wat	144.21 263.81	WATER EL CAMINO REAL, 6/24-7/24/2009 WATER, 150 WATKINS 6/24-7/24/2009, 7/1-3
					Check Totals		408.02	
028941	08/19/09	CAREFREE TOLAND POOLS, INC	08/06/09	168 SELBY LA	NON-DEPARTMENTAL	Bus Lic Refund	252.00	BATCH 22 REFUND #33
					Check Totals		252.00	
028942	08/19/09	CRW SYSTEMS, INC.	05/01/09	09-1090	Building	Technical Servi	8,000.00	05/01-2009-04/30/2010 TECH SUPPORT & SOF
					Check Totals		8,000.00	
028943	08/19/09	KATHI DU BOIS	07/15/09	07.15.09	NON-DEPARTMENTAL	Park Deposits	1,000.00	REFUND PARK DEPOSITS
					Check Totals		1,000.00	
028944	08/19/09	G.L. PERRY CONSTRUCTION	08/05/09	60 MIDDLEFIE	NON-DEPARTMENTAL	Bus Lic Refund	315.20	BATCH 19 REFUND #30
					Check Totals		315.20	
028945	08/19/09	HUMAN INVESTMENT PROJECT	03/07/09	03.17.09	Non-Department	Contribution -	2,500.00	CONTRIBUTION -HIP FY2009-10
					Check Totals		2,500.00	

CCS-AP Accounts Payable Release 8.2.1 R*APFINWC*COUNCIL.U

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028946	08/19/09	I.M.P.A.C. GOVERNMENT SERVI	07/22/09	4832/07-09	City Manager City Council City Council	Computer Equipm Conferences Conferences	6.10 27.96 160.00	ADAPTER FOR M BRABENEC COMPUTER COOKIES FOR COUNCIL MEETINGS CITY COUNCIL DINNER 7/15/09
028946	08/19/09	I.M.P.A.C. GOVERNMENT SERVI	07/22/09	5408/07-09	DPW - Park Maintenance DPW - Park Maintenance DPW - Park Maintenance	Computer Softwa Facility Repair Facility Repair	238.80 91.79 143.61	PARK IRRIGATION INTERNET FEES 06/29/09 PLAYGROUND EQUIPMENT REPAIRS 06/30/09 PLAYGROUND EQUIPMENT REPAIRS 07/08/09
					DPW - Street Mainten	Machinery & Equ	523.74	CONCRETE AND ASPHALT SAW BLADES 07/13/09
					Check Totals		1,192.00	
028947	08/19/09	INDIGO POOLS, INC	08/06/09	260 PRIOR LN	NON-DEPARTMENTAL	Bus Lic Refund	288.00	BATCH 23 REFUND #34
					Check Totals		288.00	
028948	08/19/09	LIBERTY CASSIDY WHITMORE A	05/08/09	102414	City Manager	Membership/Dues	4,238.00	SM CO EMPLOYMENT RELATIONS CONSORTIUM 07
					Check Totals		4,238.00	
028949	08/19/09	MUNI SERVICES LLC	08/10/09	J.THOMPSON	NON-DEPARTMENTAL	Business Licens	175.00	JOHN THOMPSON TREE EXPERT (CASH PAY)
					Check Totals		175.00	
028950	08/19/09	HSBC BUSINESS SOLUTIONS	07/06/09	7206/07-09	Police	Office Supplies	71.82	FEES FOR 07-09
					Check Totals		71.82	
028951	08/19/09	ORCHARD SUPPLY HARDWARE	07/26/09	1359/07-09	DPW - Park Maintenance DPW - Park Program DPW - Building Maint DPW - Street Mainten DPW - Park Program	Construction Ma Facility Repair Construction Ma Construction Ma Facility Repair	49.77 8.38 11.38 78.03 63.29	WELDED WIRE USED TO REPAIR FENCE ALONG C DRILL/TAP/HEX 07/21/09 GARDEN LIGHTING BALLOON, FLOAT ROD 07/17/09 GROOVER, EDGER, TROWEL 07/23/09 4'DOORSTOP, 45W HALO FLOOD, CARRIAGE HOU
					Check Totals		210.85	
028952	08/19/09	PARIKH CONSULTANTS	10/17/08	20810118	NON-DEPARTMENTAL	Other Contract	7.38	HP PARK GEOTECHNICAL ENGINEERING SERVICE

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028953	08/19/09	PG & E	07/27/09	9531312943-9	DPW - Street Mainten	Utilities - Elec	227.09	93 DINKELSPIEL STATION LN 06/25-07/24/20
						Check Totals	7.38	
028954	08/19/09	CITY OF REDWOOD CITY FINANC	06/30/09	BR23354	DPW - Engineering	Gas & Oil	106.26	FUEL CHARGES 06/16-07/15/2009
					DPW - Street Mainten	Gas & Oil	1,041.83	FUEL CHARGES 06/16-07/15/2009
					Police	Gas & Oil	3,142.21	FUEL CHARGES 06/16-07/15/2009
						Check Totals	4,290.30	
028955	08/19/09	CITY OF REDWOOD CITY FINANC	06/30/09	BR23353	Police	Equipment Maint	2,980.38	VEHICLE REPAIR AND MAINT 06/16-07/15/200
						Check Totals	2,980.38	
028956	08/19/09	S M CO SHERIFF'S OFFICE TRA	08/14/09	ENBERG 08-09	Police	Training - POST	450.00	DRIVER TRAINING/EVOC -ENBERG (9/1-2/09)
						Check Totals	450.00	
028957	08/19/09	SPRINGBROOK SOFTWARE	05/20/09	0012296	Finance	Computer Equipm	1,540.00	SMA ANNUAL SOFTWARE MAINTENANCE 07/2009-
					Finance	Computer Equipm	880.00	REQUISITIONS MAINTENANCE
					Finance	Computer Equipm	750.00	PROGRESS DATABASE
					Finance	Computer Equipm	880.00	ACCOUNTS RECEIVABLE MAINTENANCE
					Finance	Computer Equipm	1,100.00	CENTRAL CASH MAINTENANCE
					Finance	Computer Equipm	1,100.00	FIXED ASSETS MAINTENANCE
					Finance	Computer Equipm	2,200.00	FINANCE SUITE MAINTENANCE
					Finance	Computer Equipm	880.00	PURCHASE ORDER MAINTENANCE
					Finance	Computer Equipm	375.00	POSITIVE PAY PR
					Finance	Computer Equipm	375.00	POSITIVE PAY AP
						Check Totals	10,080.00	
028958	08/19/09	SUSTAINABLE SAN MATEO COUNT	04/27/09	04.27.09	Non-Department	Contribution -	1,500.00	INDICATORS FOR A SUSTAINABLE SM CO, 201010
						Check Totals	1,500.00	
028959	08/19/09	ECGY POOLS, INC. DBA SWIMMI	08/05/09	96 IRVING	NON-DEPARTMENTAL	Bus Lic Refund	309.60	BATCH 18 REFUND #29 96 IRVING

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Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028960	08/19/09	TRAINING FOR SAFETY, INC	08/14/09	MATTES 08-09	NON-DEPARTMENTAL	Bus Lic Refund	126.00	BATCH 18 REFUND #29 98 REBECCA LN
					NON-DEPARTMENTAL	Bus Lic Refund	79.20	BATCH 18 REFUND #29 147 PATRICIA
						Check Totals	514.80	
028961	08/19/09	GWEN WACHTEL	08/16/09	8.16.08	NON-DEPARTMENTAL	Training - Post	95.00	ADVANCED DISPATCHER UPDATE 09/15/09, MAT
						Check Totals	95.00	
						Check Totals	95.00	
028965	08/20/09	ACTERRA	06/15/09	06.15.09	NON-DEPARTMENTAL	Park Deposits	1,000.00	REFUND PARK DEPOSITS
						Check Totals	1,000.00	
						Check Totals	1,000.00	GRANT FOR ATHERTON HOME ENERGY EFFICIENC
028966	08/20/09	BIGGS CARDOSA ASSOCIATE	06/05/09	55016	NON-DEPARTMENTAL	ENVIRONMENTAL P	1,000.00	HP PARK PEDESTRIAN BRIDGE 05/01-31/2009
						Check Totals	1,000.00	
						Check Totals	1,000.00	HP PARK PEDESTRIAN BRIDGE 06/01-30/2009
028967	08/20/09	BKF ENGINEERS	07/05/09	55094	NON-DEPARTMENTAL	Other Contract	2,226.25	ATHERTON CHANNEL-PHASE 11, CONSULTANT FE
						Check Totals	2,178.39	
						Check Totals	2,178.39	ATHERTON CHANNEL PHASE 11, CONSULTANT FE
028968	08/20/09	CALIFORNIA WATER SERVICE	07/20/09	9070226	NON-DEPARTMENTAL	Other Contract	5,408.85	ATHERTON CHANNEL-PHASE 11, CONSULTANT FE
						Check Totals	3,812.95	
						Check Totals	3,812.95	ATHERTON CHANNEL PHASE 11, CONSULTANT FE
028969	08/20/09	INTERMOUNTAIN ELECTRIC COMP	08/10/09	013769	NON-DEPARTMENTAL	Other Contract	9,221.80	ATHERTON CHANNEL-PHASE 11, CONSULTANT FE
						Check Totals	9,221.80	
						Check Totals	9,221.80	ATHERTON CHANNEL PHASE 11, CONSULTANT FE
028969	08/20/09	INTERMOUNTAIN ELECTRIC COMP	08/10/09	013769	NON-DEPARTMENTAL	Other Contract	27.51	ATHERTON CHANNEL-PHASE 11, CONSULTANT FE
						Check Totals	42.67	
						Check Totals	42.67	ATHERTON CHANNEL PHASE 11, CONSULTANT FE
028969	08/20/09	INTERMOUNTAIN ELECTRIC COMP	08/10/09	013769	NON-DEPARTMENTAL	Other Contract	11.79	ATHERTON CHANNEL-PHASE 11, CONSULTANT FE
						Check Totals	394.31	
						Check Totals	394.31	ATHERTON CHANNEL PHASE 11, CONSULTANT FE
028969	08/20/09	INTERMOUNTAIN ELECTRIC COMP	08/10/09	013769	NON-DEPARTMENTAL	Other Contract	59.49	ATHERTON CHANNEL-PHASE 11, CONSULTANT FE
						Check Totals	39.30	
						Check Totals	39.30	ATHERTON CHANNEL PHASE 11, CONSULTANT FE
028969	08/20/09	INTERMOUNTAIN ELECTRIC COMP	08/10/09	013769	NON-DEPARTMENTAL	Other Contract	46.03	ATHERTON CHANNEL-PHASE 11, CONSULTANT FE
						Check Totals	46.03	
						Check Totals	46.03	ATHERTON CHANNEL PHASE 11, CONSULTANT FE
028969	08/20/09	INTERMOUNTAIN ELECTRIC COMP	08/10/09	013769	NON-DEPARTMENTAL	Other Contract	621.10	ATHERTON CHANNEL-PHASE 11, CONSULTANT FE
						Check Totals	621.10	
						Check Totals	621.10	ATHERTON CHANNEL PHASE 11, CONSULTANT FE

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028970	08/20/09	KIKUCHI & ASSOCIATES	07/03/09	CARRIAGE HOU	NON-DEPARTMENTAL	Other Contract	460.00	ELECTRICAL WORK: STREETLIGHTS, BUILDING
028970	08/20/09	KIKUCHI & ASSOCIATES	07/03/09	HP PARK IRR1	NON-DEPARTMENTAL	Other Contract	345.00	ELECTRICAL WORK: STREETLIGHTS, BUILDING
028970	08/20/09	KIKUCHI & ASSOCIATES	07/03/09	HP PARK FOUN	NON-DEPARTMENTAL	Other Contract	450.00	HP PARK, FOUNTAIN PROJECT, CONSTRUCTION
						Check Totals	5,161.60	
028970	08/20/09	KIKUCHI & ASSOCIATES	07/03/09	CARRIAGE HOU	NON-DEPARTMENTAL	Other Contract	3,034.80	HP PARK, DESIGN PHASE 06/1-30/2009
028970	08/20/09	KIKUCHI & ASSOCIATES	07/03/09	HP PARK IRR1	NON-DEPARTMENTAL	Other Contract	1,675.00	HP PARK, IRRIGATION MASTER PLAN 06/01-30
028970	08/20/09	KIKUCHI & ASSOCIATES	07/03/09	HP PARK FOUN	NON-DEPARTMENTAL	Other Contract	450.00	HP PARK, FOUNTAIN PROJECT, CONSTRUCTION
						Check Totals	5,159.80	
028971	08/20/09	MGT OF AMERICA INC.	08/12/09	17944	Finance	Other Contract	2,782.00	2007-2008 COST CLAIMS PREPARED, FILED W/1
						Check Totals	2,782.00	
028972	08/20/09	OFFICE DEPOT	05/14/09	474567162-00	City Manager	Office Supplies	639.54	PAPER, DUCT TAPE, CARTRIDGES, PAPER CLIP
028972	08/20/09	OFFICE DEPOT	06/11/09	477708213-00	City Manager	Office Supplies	683.72	PAPER, ENVELOPES, PURELL, MARKINS, BINDE
						Check Totals	1,323.26	
028973	08/20/09	SHELTON ROOFING COMPANY, IN	07/14/09	2773	NON-DEPARTMENTAL	Facility Repair	31,407.75	RE-ROOF MAIN HOUSE AT HP PARK
						Check Totals	31,407.75	
028974	08/20/09	MARK THOMAS & COMPANY, INC.	07/31/09	12090	NON-DEPARTMENTAL	Other Contract	377.50	SURVEYING SERVICES FOR STREET RECONSTRUC
028974	08/20/09	MARK THOMAS & COMPANY, INC.	06/23/09	11872	NON-DEPARTMENTAL	Other Contract	4,420.00	SURVEYING, FENNWOOD DR. REDESIGN SERVICE
						Check Totals	4,797.50	
028976	08/21/09	ACCOUNTTEMPS FILE 73484	08/10/09	24177067	Finance	Other Contract	392.16	WEEK END 08/07/09 TEMPORARY HELP -MATILD
028976	08/21/09	ACCOUNTTEMPS FILE 73484	08/03/09	24134015	Finance	Other Contract	522.88	WEEK END 07/31/09 TEMPORARY HELP -MATILD
028976	08/21/09	ACCOUNTTEMPS FILE 73484	08/03/09	24130147	Finance	Other Contract	522.88	WEEK END 07/24/09 TEMPORARY HELP -MATIL
						Check Totals	1,437.92	
028977	08/21/09	CELESTE BIRKHOFFER	08/19/09	228 POLHEMUS	NON-DEPARTMENTAL	Zoning & Planni	1,200.00	REFUND TREE REMOVAL FEE, 228 POLHEMUS AV
					NON-DEPARTMENTAL	PLANNING DEPOSIT	2,000.00	REFUND TREE REMOVAL DEPOSIT, 228 POLHEMU

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
Check Totals							3,200.00	
028978	08/21/09	CENTURY ROOF & SOLAR	07/31/09	89 VIRGINIA	NON-DEPARTMENTAL	Building Deposi	500.00	REFUND C&D DEPOSIT 89 VIRGINIA
Check Totals							500.00	
028979 08/21/09 CLEAN SOURCE								
	07/23/09	1896625-00			DPW - Park Program	Building Suppli	520.89	TOWEL, GLOVE, CLEANER, TISSUE
					DPW - Park Maintenance	Building Suppli	461.26	TOWEL, GLOVE, CLEANER, TISSUE
Check Totals							982.15	
028980 08/21/09 CONTRACT SWEEPING SERVICES								
	07/28/09	INV000005298			DPW - Street Mainten	Other Contract	992.70	SWEEPING SERVICES JULY 09
Check Totals							992.70	
028981 08/21/09 DELL MARKETING L.P. C/O DEL								
	07/27/09	XD9MNT7F6			Non-Department	Computer Equipm	8,987.01	1 POWEREDGE R710 QUOTE 496470652, SUPER
028981	08/21/09	DELL MARKETING L.P. C/O DEL	07/23/09	XD9FN6W99	City Manager	Computer Equipm	1,088.37	Q#497589909 Optiplex760 EILEEN COMPUTER
Check Totals							10,075.38	
028982 08/21/09 DISPENSING TECHNOLOGY CORPO								
	07/17/09	3403			DPW - Street Mainten	Rent - Tools &	4,370.00	06/15-07/16/2009 RENT CIMLINE MAGMA, CRA
Check Totals							4,370.00	
028983 08/21/09 DIVERSIFIED MAINTENANCE SER								
	08/03/09	D62023			DPW - Building Maint	Custodial Servi	308.17	AUGUST 2009 BLDG MAINT.
					DPW - Building Maint	Custodial Servi	417.85	AUGUST 2009 BLDG MAINT.
					DPW - Building Maint	Custodial Servi	115.08	AUGUST 2009 BLDG MAINT.
					DPW - Building Maint	Custodial Servi	145.98	AUGUST 2009 BLDG MAINT.
					DPW - Building Maint	Custodial Servi	193.09	AUGUST 2009 BLDG MAINT.
					NON-DEPARTMENTAL	Custodial Servi	445.59	AUGUST 2009 BLDG MAINT.
Check Totals							1,625.76	
028984 08/21/09 JEROME GRUBER								
	08/06/09	79586850			City Manager	Bus Meeting & M	20.43	REIMB MEALS, 08/06/09
Check Totals							20.43	
028985 08/21/09 HERTZ EQUIPMENT RENTAL CORP								
	07/29/09	24473631-001			DPW - Park Maintenance	Rent - Tools &	525.70	RIDE ROLLER, TILT TRAILER FOR PARK PATH
Check Totals							525.70	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028986	08/21/09	ANTHONY HO	08/19/09	185 SELBY LA	NON-DEPARTMENTAL	Check Totals	525.70	
						PLANNING DEPOSIT	1,000.00	CUP DEPOSIT 185 SELBY LANE
						Check Totals	1,000.00	
028987	08/21/09	LOUISE HO	08/06/09	08.06.09	Finance	Mileage Reimbur	111.95	REIMB MILEAGE 08/06/09 FOR PERS SEMINAR
					Finance	Training & Work	20.00	PARKING, BRIDGES TOLLS 08/06/09 FOR PERS
						Check Totals	131.95	
028988	08/21/09	KENNETH HUO	07/10/09	07.10.09	Building	Training & Work	32.00	CSI TRAINING ADA, "FUNDAMENTALS OF ADA"
						Check Totals	32.00	
028989	08/21/09	MICHAEL J. KARDOS TTEE	08/03/09	58 CATALPA D	Building	Building Permit	2,234.05	ADJUST PERMIT FEE, 58 CATALPA DRIVE
					Building	Plan Check Fee	1,452.14	ADJUST PLAN CHECK FEE, 58 CATALPA DRIVE
					NON-DEPARTMENTAL	Road Impact Fee	3,613.90	ADJUST ROAD IMPACT FEE, 58 CATALPA DRIVE
						Check Totals	7,300.09	
028990	08/21/09	KIKUCHI & ASSOCIATES	08/04/09	HP PARK IRR1	NON-DEPARTMENTAL	Other Contract	2,132.35	LANDSCAPE DESIGN SERVICE FOR THE HOLBROO
						Check Totals	2,132.35	
028991	08/21/09	LIFETIME POOLS	08/19/09	222 PARK LAN	Building	Building Permit	268.20	REFUND CANCELED BUILDING PERMIT 80% 222
					NON-DEPARTMENTAL	Road Impact Fee	149.10	REFUND ROAD IMPACT FEE 222 PARK LANE
						Check Totals	417.30	
028992	08/21/09	MAZE & ASSOCIATES CERTIFIED	08/10/09	23191	Finance	Audit & Financi	1,000.00	JULY 09 SERVICE: AUDIT FOR FY END JUNE 3
						Check Totals	1,000.00	
028993	08/21/09	AIDA MERRILL	08/07/09	83 ROBLEDA D	Building	Building Permit	2,107.64	REFUND CANCELED BUILDING PERMIT FEE 83 R
					NON-DEPARTMENTAL	Business Licens	1,414.80	REFUND BUSINESS LIC. FEE.
					NON-DEPARTMENTAL	Road Impact Fee	2,790.30	REFUND ROAD IMPACT FEE

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
028994 08/21/09 NEXGEN BUILDERS INC.							6,312.74	
Check Totals							6,312.74	
028994 08/21/09 NEXGEN BUILDERS INC.							47,273.01	1 EA HOLBROOK-PALMER PARK PEDESTRIAN BRI
Check Totals							47,273.01	
028995 08/21/09 NORCAL COATINGS INC.							202.53	1 MAIN HOUSE REBUILD NORTHWEST CORNER OF
Check Totals							708.86	1 REINFORCE ENTIRE DECK
Check Totals							3,088.61	1 TEXTURE CRETE
028996 08/21/09 PACIFIC PENINSULA GROUP							4,000.00	
Check Totals							9,638.10	REFUND RECYCLING DEPOSIT DEMO 76 ALMENDR
Check Totals							1,000.00	REFUND NEW CONSTRUCTION DEPOSIT 76 ALMEN
028997 08/21/09 PAPER MACHINERY							527.42	REPLACE BAD BATTERY 7/16/09
Check Totals							1,640.62	REPAIR LOADER, PIVOT PIN AND REPLACE ALL
028998 08/21/09 RCEFA SMCO MEMORIAL SERVICE							200.00	8TH ANNUAL SM CO PUBLIC SAFETY 09/13/09
Check Totals							200.00	
028999 08/21/09 CITY OF REDWOOD CITY							2,262.00	JULY 09 IT SUPPORT
Check Totals							2,262.00	
029000 08/21/09 SPRINGBROOK SOFTWARE							24,330.00	1 EA SPRINGBROOK SOFTWARE LICENSE
Check Totals							24,330.00	
029001 08/21/09 TRI-AMERICAN INC							1,841.96	5520 LB CRAFCO BRAND CRACK SEALANT
Check Totals							1,841.96	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
029002	08/21/09	UNIFIRST CORP.	07/07/09	3800327628	DPW - Street Mainten	Uniforms	47.83	LAUNDRY SERVICE 07/07/09
029002	08/21/09	UNIFIRST CORP.	07/07/09	3800327629	DPW - Park Maintenance	Uniforms	11.32	LAUNDRY SERVICE 07/07/09
029002	08/21/09	UNIFIRST CORP.	08/04/09	3800331661	DPW - Park Program	Uniforms	11.32	LAUNDRY SERVICE 07/07/09
029002	08/21/09	UNIFIRST CORP.	08/04/09	3800331662	DPW - Street Mainten	Uniforms	51.58	LAUNDRY SERVICE 08/04/09
029002	08/21/09	UNIFIRST CORP.	07/28/09	38003300661	DPW - Park Program	Custodial Servi	25.21	SYN MAT, MOPS, TOWELS
029002	08/21/09	UNIFIRST CORP.	07/28/09	38003300661	DPW - Park Program	Uniforms	13.66	LAUNDRY SERVICE 07/28/09
029002	08/21/09	UNIFIRST CORP.	07/28/09	38003300661	DPW - Park Program	Uniforms	13.66	LAUNDRY SERVICE 07/28/09
029002	08/21/09	UNIFIRST CORP.	07/28/09	38003300661	DPW - Park Program	Uniforms	13.66	LAUNDRY SERVICE 07/28/09
029002	08/21/09	UNIFIRST CORP.	07/28/09	38003300661	DPW - Park Program	Custodial Servi	154.84	SYN MAT, MOP 07/28/09
029002	08/21/09	UNIFIRST CORP.	07/28/09	38003300661	DPW - Street Mainten	Uniforms	23.56	LAUNDRY SERVICE 07/28/09
029002	08/21/09	UNIFIRST CORP.	07/28/09	38003300661	DPW - Street Mainten	Uniforms	23.56	LAUNDRY SERVICE 07/28/09
Check Totals							403.86	
029003	08/21/09	UNITED RENTALS NORTHWEST, I	07/17/09	82182617-002	DPW - Street Mainten	Rent - Tools &	19.67	DIESEL FOR COMPRESSOR, CRACK SEAL PROJEC
029003	08/21/09	UNITED RENTALS NORTHWEST, I	07/15/09	82182617-001	DPW - Street Mainten	Rent - Tools &	904.73	RENT COMPRESSOR 175-195CFM, CRACK SEAL P
Check Totals							924.40	
029004	08/21/09	LYNDA USUKA	08/19/09	29 SOUTHGATE	NON-DEPARTMENTAL	PLANNING DEPOSIT	1,000.00	REFUND EXCEPTION REVIEW DEPOSIT 29 SOUTH
Check Totals							1,000.00	
029005	08/21/09	VILAY C. ADVANI	08/05/09	484 WALSH RD	NON-DEPARTMENTAL	Building Deposi	1,000.00	REFUND RECYCLING DEPOSIT, 484 WALSH RD
Check Totals							1,000.00	
029007	08/26/09	39 LABURN LLC	06/26/09	39 LABURN	NON-DEPARTMENTAL	Bus Lic Refund	12,780.00	BATCH 11 REFUND # 22 39 LABURNUM REPLACE
Check Totals							12,780.00	
029008	08/26/09	CA STATE DISBURSEMENT UNIT	07/11/09	07.11.09	NON-DEPARTMENTAL	Payroll Deducti	100.62	06/28/09-07/11/09
029008	08/26/09	CA STATE DISBURSEMENT UNIT	07/25/09	07.25.09	NON-DEPARTMENTAL	Payroll Deducti	339.80	06/28/09-07/11/09
029008	08/26/09	CA STATE DISBURSEMENT UNIT	07/25/09	07.25.09	NON-DEPARTMENTAL	Payroll Deducti	100.62	07/12/09-07/25/09
029008	08/26/09	CA STATE DISBURSEMENT UNIT	07/25/09	07.25.09	NON-DEPARTMENTAL	Payroll Deducti	339.80	07/12/09-07/25/09
029008	08/26/09	CA STATE DISBURSEMENT UNIT	08/08/09	08.08.09	NON-DEPARTMENTAL	Payroll Deducti	100.62	07/26/09-08/08/09
029008	08/26/09	CA STATE DISBURSEMENT UNIT	08/08/09	08.08.09	NON-DEPARTMENTAL	Payroll Deducti	339.80	07/26/09-08/08/09
Check Totals							12,780.00	

Check#	Check Dt	Vendor Name	Inv Date	Inv #	Department	GL Account	Amounts	Detail Description
Check Totals							1,321.26	
029009	08/26/09	JOHN & CAROL FLAHERTY	05/29/09	10 CAMINO PO	NON-DEPARTMENTAL	Bus Lic Refund	15,748.40	BATCH 03 REFUND # 09 10 CAMINO POR LOS A
Check Totals							15,748.40	
029010	08/26/09	JACOB MANDEMA	08/05/09	191 SELBY LN	NON-DEPARTMENTAL	Bus Lic Refund	488.70	BATCH 20 REFUND #31 191 SELBY LANE
Check Totals							488.70	
029011	08/26/09	MUNI SERVICES LLC	08/17/09	CLEAN SOLAR.	NON-DEPARTMENTAL	Business Licens	275.00	BIS LIC FEE CLEAN SOLAR
Check Totals							275.00	
029012	08/26/09	PUBLIC EMPLOYEES RETIREMENT	08/08/09	08.08.09	NON-DEPARTMENTAL	Payroll Deducti	2,625.97	PERS EE 07/26-08/08/2009
					NON-DEPARTMENTAL	Payroll Benefit	50,576.18	PERS ER 07/26-08/08/2009
Check Totals							53,202.15	
029013	08/26/09	TEAMSTERS UNION LOCAL 856	07/11/09	07.11.09	NON-DEPARTMENTAL	Payroll Deducti	401.55	06/28/09-07/11/09
029013	08/26/09	TEAMSTERS UNION LOCAL 856	07/25/09	07.25.09	NON-DEPARTMENTAL	Payroll Deducti	401.55	07/12/09-07/25/09
029013	08/26/09	TEAMSTERS UNION LOCAL 856	08/08/09	08.08.09	NON-DEPARTMENTAL	Payroll Deducti	401.55	07/26/09-08/08/09
Check Totals							1,204.65	
Grand Totals							1,210,554.91	



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: FINANCIAL REPORT FOR THE TWO MONTHS ENDED AUGUST 31,
2009**

RECOMMENDATION

Receive the General Fund Financial Report for the two months ended August 31, 2009.

DISCUSSION

Staff revised the format on how the financial report is to be presented. The new format incorporates a column “**Accrual**” to account for revenues and expenditures that need to be included in order to more accurately reflect the actual data. For the two months ended August 31, 2009, if revenues and expenditures are assumed to be distributed evenly, 16.7% of the annual FY 2009-10 Budget (2/12) should be earned or incurred.

The accrual amounts only reflect data up to September 10, 2009.

General Fund Revenues

For the two months ended August 31, 2009, the General Fund reported revenues of \$490,638 which is 4.8% of the annual adjusted revenue budget for FY 2009-10. Most of the major revenues such as property tax and franchise fees are not paid to the Town monthly.

General Fund Expenditures

As to the expenditures for the two months ended August 31, 2009, the General Fund reported \$8,668,745, which is 15.9% of the annual adjusted expenditure budget for FY 2009-10.

Monthly Financial Report

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

FISCAL IMPACT

None

Prepared by:

Approved by:

/s/ Louise Ho

/s/ Jerome D. Gruber

Louise Ho
Finance Director

Jerome D. Gruber
City Manager

Attachment: Financial Report

Town of Atherton										
General Fund										
Financial Report for the Two Months Ended Aug. 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	2/12 of Budget	Actual Aug. 09 thru June 10	Accrual	Adj. Actual Aug. 09 thru June 10	% of 2/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Aug 08 thru June 09
	Revenues	(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Secured	4,540,000	756,667	-	-	-	0.0%	4,540,000	0.0%	
	Unsecured	250,000	41,667	-	-	-	0.0%	250,000	0.0%	
	SB813 Redemption	90,000	15,000	-	3,855	3,855	25.7%	86,145	4.3%	5,402
	Home Owners Prop Tax Re	31,500	5,250	-	-	-	0.0%	31,500	0.0%	
	Local Sales & Use Tax	90,000	15,000	2,356	5,360	2,356	15.7%	87,644	2.6%	(6,849)
	Public Safety Sales Tax	65,000	10,833	-	-	5,360	49.5%	59,640	8.2%	5,415
	IN LIEU SALES TAX/TRIPLE FLIP	60,000	10,000	-	-	-	0.0%	60,000	0.0%	
	Franchise Taxes-PG&E	220,000	36,667	-	-	-	0.0%	220,000	0.0%	
	Franchise Tax-Cal Water	73,000	12,167	-	-	-	0.0%	73,000	0.0%	
	Franchise Tax-BFI	175,000	29,167	-	-	-	0.0%	175,000	0.0%	
	Franchise Taxes-Cable	102,000	17,000	-	-	-	0.0%	102,000	0.0%	
	Document Trsf Tax	125,000	20,833	25,895	25,895	25,895	124.3%	99,105	20.7%	22,523
	Motor Vehicle In-Lieu	625,000	104,167	-	-	-	0.0%	625,000	0.0%	(6,113)
	Motor Veh. Lic Fees (MVLf)	20,000	3,333	-	2,922	2,922	87.6%	17,078	14.6%	8,779
	Business Licenses	150,000	25,000	58,455	155	58,610	234.4%	91,390	39.1%	89,629
	Bus Lic Refund -FY 06/07	-	-	(44,214)	-	(44,214)	100.0%	44,214	100.0%	
	Bus Lic Refund -FY 07/08	-	-	(2,971)	-	(2,971)	100.0%	2,971	100.0%	
	Bus Lic Refund -FY 08/09	-	-	(549)	-	(549)	100.0%	549	100.0%	
	Home Occupation	2,500	417	100	-	100	24.0%	2,400	4.0%	1,000
	Building Permit	600,000	100,000	68,956	-	68,956	69.0%	531,044	11.5%	148,853
	Encroachment	125,000	20,833	12,650	-	12,650	60.7%	112,350	10.1%	35,900
	Grading & Drainage	88,500	14,750	6,000	-	6,000	40.7%	82,500	6.8%	
	Other Licenses & Permit	500	83	75	-	75	90.0%	425	15.0%	75
	Landscape Fee	-	-	-	-	-	0.0%	-	0.0%	
	Vehicle Code Fines	11,000	1,833	137	-	137	7.5%	10,863	1.2%	3,207
	Other Fines & Forfeit	8,525	1,421	(1,611)	2,333	723	50.9%	7,803	8.5%	593
	ERAF Subvention	530,000	88,333	-	-	-	0.0%	530,000	0.0%	
	POST Reimb	8,000	1,333	1,876	-	1,876	140.7%	6,124	23.4%	1,834
	CALNENA Reimbursement	3,000	500	-	-	-	0.0%	3,000	0.0%	
	CLEARs Reimbursement	395	66	-	-	-	0.0%	395	0.0%	
	DOJ Grant (vest)	1,500	250	-	-	-	0.0%	1,500	0.0%	
	DOC Grant	5,000	833	-	-	-	0.0%	5,000	0.0%	

Town of Atherton General Fund										
Financial Report for the Two Months Ended Aug. 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	2/12 of Budget	Actual Aug. 09 thru June 10	Accrual	Adj. Actual Aug. 09 thru June 10	% of 2/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Aug 08 thru June 09
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	ABAG Grant	10,000	1,667			-	0.0%	10,000	0.0%	
	Other Reimbursements	-	-			-	0.0%	-	0.0%	
	SB 90 reimbursement	-	-			-	0.0%	-	0.0%	
	Grants	-	-			-	0.0%	-	0.0%	5,000
	React Task Force Reimb	-	-			-	0.0%	-	0.0%	
	MARCOTICS Task Force	-	-			-	0.0%	-	0.0%	0
	Elections Processing Fee	-	-			-	0.0%	-	0.0%	2,000
	Document/Research Fee	-	-			-	0.0%	-	0.0%	
	Photocopy Fee	6,000	1,000	988		988	98.8%	5,012	16.5%	1,768
	Alarm Sign Fees	600	100			-	0.0%	600	0.0%	60
	Vehicle Release	1,000	167			-	0.0%	1,000	0.0%	360
	Fingerprinting Fee	-	-	15		15	100.0%	(15)	100.0%	
	Affidavit of Cost	2,000	333	100		100	30.0%	1,900	5.0%	
	Police Report	2,500	417	345		345	82.8%	2,155	13.8%	240
	Special Service Fee	525	88	(1,559)	1,559	-	0.0%	525	0.0%	
	DUI Recovery (Enforcement)	1,200	200			-	0.0%	1,200	0.0%	
	Post Office	51,768	8,628	4,314	4,314	8,628	100.0%	43,141	16.7%	8,627
	Solicitor's Permit	400	67		60	60	90.0%	340	15.0%	
	Application Fee	-	-	75	-	75	100.0%	(75)	100.0%	8,325
	Zoning & Planning Fees	75,000	12,500	8,550	-	8,550	68.4%	66,450	11.4%	2,250
	Plan Check	320,000	53,333	41,236		41,236	77.3%	278,764	12.9%	81,654
	Social Fees	60,000	10,000	7,300		7,300	73.0%	52,700	12.2%	40,968
	Meeting Fees	60,000	10,000	5,150		5,150	51.5%	54,850	8.6%	11,551
	Class Fees	15,000	2,500	389		389	15.6%	14,611	2.6%	2,216
	Weddings	140,000	23,333	17,500		17,500	75.0%	122,500	12.5%	16,273
	Misc. Use Fee	1,400	233	650		650	278.6%	750	46.4%	274
	Interest Income	150,000	25,000			-	0.0%	150,000	0.0%	
	Cellular One	36,000	6,000	6,073	3,037	9,110	151.8%	26,890	25.3%	2,892
	Property Rental-Playsc	77,580	12,930	12,929	6,465	19,394	150.0%	58,186	25.0%	12,408
	Sale of Property	-	-	-		-	0.0%	-	0.0%	
	Donations/Contributions	14,286	2,381	15,851		15,851	665.7%	(1,565)	111.0%	1,086
	Miscellaneous Income	10,000	1,667	40		40	2.4%	9,960	0.4%	3,614
	Trsf in from Spec Parcel Tax	780,863	130,144	130,144		130,144	100.0%	650,719	16.7%	

Town of Atherton										
General Fund										
Financial Report for the Two Months Ended Aug. 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	2/12 of Budget	Actual Aug. 09 thru June 10	Accrual	Adj. Actual Aug. 09 thru June 10	% of 2/12 Budget	Year-To- Date Variance	% of Annual Budget	Actual Aug 08 thru June 09
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Transfers in from Gas Tax	-	-	-	-	-	0.0%	-	0.0%	-
	Transfers in from GFCIP	-	-	-	-	-	0.0%	-	0.0%	-
	Transfer to EE Benefits Fund	500,000	83,333	83,333	-	83,333	100.0%	416,667	16.7%	-
	Total Revenues	10,316,542	1,719,424	434,683	55,954	490,638	28.5%	9,825,904	4.8%	511,812
	EXPENDITURES									
City Council	Advertising/Publishing	2,000	333	-	-	-	0.0%	2,000	0.0%	-
	Other Contract Services	-	-	-	-	-	0.0%	-	0.0%	-
	Office Supplies	1,950	325	-	-	-	0.0%	1,950	0.0%	1,290
	Membership/Dues	8,407	1,401	-	-	-	0.0%	8,407	0.0%	9,447
	Utilities-Electricity	625	104	-	46	46	44.2%	579	7.4%	-
	Conferences	5,000	833	108	-	108	13.0%	4,892	2.2%	496
	Mileage Reimbursement	1,300	217	-	-	-	0.0%	1,300	0.0%	-
	Bus Meeting & Meal	1,100	183	-	-	-	0.0%	1,100	0.0%	-
	Boards & Commissions	2,000	333	-	-	-	0.0%	2,000	0.0%	-
	Special Events & Awards	-	-	-	-	-	0.0%	-	0.0%	119
	Office Machines & Furniture	7,000	1,167	-	-	-	0.0%	7,000	0.0%	64
	Administrative Services	-	-	-	-	-	0.0%	-	0.0%	-
	Computer Services Charge	-	-	-	-	-	0.0%	-	0.0%	133
	City Council Totals:	29,382	4,897	108	46	154	3.1%	29,228	0.5%	11,549
City Manager	Salaries & Benefits	721,747	120,291	92,269	14,109	106,378	88.4%	615,369	14.7%	58,107
(City Clerk	Contract Services	27,968	4,661	3,059	1,184	4,243	91.0%	23,725	15.2%	24,797
Personnel)	Supplies & Materials	3,800	633	365	-	365	57.6%	3,435	9.6%	9
	General Expenses	41,045	6,841	5,177	-	5,177	75.7%	35,868	12.6%	8,210
	Facility & Equipment	3,500	583	1,094	-	1,094	187.6%	2,406	31.3%	-
	Reimbursements	-	-	-	-	-	0.0%	-	0.0%	5,053
	City Manager Totals:	798,060	133,010	101,964	15,293	117,257	88.2%	680,803	14.7%	96,175
City Attorney	Contract Services	423,000	70,500	1,265	71,445	72,710	103.1%	350,290	17.2%	24,361
Legal Services	General Expenses	-	-	-	-	-	0.0%	-	0.0%	-
	Supplies & Materials	-	-	-	-	-	0.0%	-	0.0%	-
	Reimbursements	-	-	-	-	-	0.0%	-	0.0%	1,038

Town of Atherton										
General Fund										
Financial Report for the Two Months Ended Aug. 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	2/12 of Budget	Actual Aug. 09 thru June 10	Accrual	Adj. Actual Aug. 09 thru June 10	% of 2/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Aug 08 thru June 09
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	City Attorney Totals:	423,000	70,500	1,265	71,445	72,710	103.1%	350,290	17.2%	25,399
		16.7%								
Finance	Salaries & Benefits	413,524	68,921	55,813	8,828	64,641	93.8%	348,883	15.6%	42,773
	Contract Services	87,205	14,534	5,413	784	6,197	42.6%	81,008	7.1%	2,539
	Supplies & Materials	4,250	708	159	-	159	22.4%	4,091	3.7%	402
	General Expenses	16,605	2,768	505	192	697	25.2%	15,908	4.2%	
	Rents & Leases	-	-	-	-	-	0.0%	-	0.0%	
	Facility & Equipment	3,000	500	10,080	-	10,080	2016.0%	(7,080)	336.0%	
	Reimbursements	10,000	1,667	1,667	-	1,667	100.0%	8,333	16.7%	1,635
	Finance Totals:	534,584	89,097	73,636	9,804	83,440	93.7%	451,144	15.6%	3,629
(Planning)	Contract Services	191,327	31,888	-	36,933	36,933	115.8%	154,394	19.3%	26,600
	Supplies & Materials	2,000	333	41	-	41	12.3%	1,959	2.1%	
	General Expenses	2,930	488	18	-	18	3.7%		0.6%	
	Planning Totals:	196,257	32,710	59	36,933	36,992	113.1%	156,353	18.8%	26,600
(Building)	Salaries & Benefits	957,142	159,524	134,481	21,473	155,954	97.8%	801,188	16.3%	106,857
	Contract Services	16,240	2,707	10,162	4,598	14,760	545.3%	1,480	90.9%	1,220
	Supplies & Materials	20,790	3,465	598	-	598	17.3%	20,192	2.9%	15,829
	General Expenses	8,375	1,396	157	16	173	12.4%	8,202	2.1%	1,900
	Facility & Equipment	4,500	750				0.0%	4,500	0.0%	
	Reimbursements	10,000	1,667	1,667		1,667	100.0%	8,333	16.7%	8,060
	Building Totals:	1,017,047	169,508	147,065	26,087	173,152	102.1%	843,895	17.0%	133,865
Non-Dept	Retiree Health Care	-	-	832		832	100.0%	(832)	100.0%	
	Contract Services	126,539	21,090	3,192	2,262	5,454	25.9%	121,085	4.3%	
	Supplies & Materials	11,300	1,883	54		54	2.9%	11,246	0.5%	
	General Expenses	295,638	49,273	12,212	2,009	14,221	28.9%	281,417	4.8%	
	Settlement Expense	-	-			-	0.0%	-	0.0%	
	Non-Dept. Totals:	433,477	72,246	16,290	4,271	20,561	28.5%	412,916	4.7%	-
Police	Salaries & Benefits	4,517,313	752,886	621,668	102,644	724,312	96.2%	3,793,001	16.0%	605,376
	Contract Services	221,033	36,839	55,159	5,239	60,398	164.0%	160,635	27.3%	24,365

Town of Atherton										
General Fund										
Financial Report for the Two Months Ended Aug. 31, 2009										
(Excl. Encumbrances)										
Dept	Description	Adjusted Budget FY09/10	2/12 of Budget	Actual Aug. 09 thru June 10	Accrual	Adj. Actual Aug. 09 thru June 10	% of 2/12 Budget	Year-To-Date Variance	% of Annual Budget	Actual Aug 08 thru June 09
		(a)	(b)	(c)	(d)	(e)	(e/b)	(a-e)	(e/a)	(f)
	Supplies & Materials	147,665	24,611	6,844	-	6,844	27.8%	140,821	4.6%	12,789
	General Expenses	76,238	12,706	2,711	3,144	5,855	46.1%	70,383	7.7%	8,285
	Rent & lease	8,590	1,432	1,432	-	1,432	100.0%	7,158	16.7%	0
	Facility & Equipment	44,671	7,445	695		695	9.3%	43,976	1.6%	6,008
	Reimbursement	69,800	11,633	11,633		11,633	100.0%	58,167	16.7%	23,648
	Police Totals:	5,085,310	847,552	700,141	111,028	811,169	95.7%	4,274,141	16.0%	680,470
(Public Works	Salaries & Benefits	1,270,341	211,724	223,260	35,616	258,876	122.3%	1,011,465	20.4%	230,949
& Parks Sum)	Contract Services	288,000	48,000	10,718	27,654	38,372	79.9%	249,628	13.3%	22,972
	Supplies & Materials	70,800	11,800	5,912	762	6,674	56.6%	64,126	9.4%	8,559
	General Expenses	107,393	17,899	11,065	4,553	15,617	87.3%	91,776	14.5%	12,735
	Rent & leases	27,000	4,500	6,073	-	6,073	135.0%	20,927	22.5%	469
	Facility & Equipment	16,000	2,667	524	-	524	19.6%	15,476	3.3%	
	Reimbursements	19,892	3,315	3,315	-	3,315	100.0%	16,577	16.7%	9,859
	Public Works Totals:	1,799,426	299,904	260,867	68,585	329,452	109.9%	1,469,974	18.3%	285,543
	Total Expenditures	10,316,543	1,719,424	1,301,396	343,490	1,644,886	95.7%	8,668,745	15.9%	1,263,231
	Excess (Deficiency) of Revenues over Expenditures	(1)	(0)	(866,712)		(1,154,248)	692549071.9%	1,157,159	115424845.5%	(751,420)
	Beg. Fund Balance (est.)	7,170,936				7,170,936				
	Proj. Ending Fund Balance	7,170,935				6,016,688				



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: TREASURER'S REPORT FOR THE FOURTH QUARTER ENDED JUNE
2009**

RECOMMENDATION

Accept the Treasurer's Report for the Fourth Quarter Ended June 30, 2009.

DISCUSSION

Based on the Town's Investment Policy, the City Manager or designee is required to submit quarterly and annual Treasurer's Report to the City Council. The Treasurer's Report provides an update on the cash and investment position of the Town of Atherton.

The fourth quarter report has been modified to include the relevant pages of the MBIA Asset Management (MBIA) report which provides detail summary of activity and performance as of June 30, 2009.

The Town engaged MBIA in January 2009 to provide non-discretionary investment advisory services to the Town. MBIA has been adhering to the Town's Investment Policy in recommending purchases of securities. Due to the current economic climate, MBIA is taking a conservative approach to meet the Town's investment goals in the order of safety, liquidity, and yield.

To facilitate the trading and safekeeping of securities, Wells Fargo Bank is selected to serve as the safekeeping agency for the Town.

As part of the Treasurer's Report, a detail cash and investment balance by fund is also attached. Even though \$9,715,809 is listed as "non-restricted" fund, it does not mean that this amount is all available for spending. "Non-restricted" is to mean not legally restricted but the Town does have obligations and unfunded liabilities that must be met with the non-restricted fund.

FISCAL IMPACT

None

Prepared by:

Approved by:

Louise Ho, Finance Director

Jerome Gruber, City Manager

Attachment: Treasurer's Report for Fourth Quarter Ended June 30, 2009

Town of Atherton
Quarterly Treasurer's Report
Portfolio Summary
June 30, 2009

	Par Value	Market Value	Book Value	Portfolio % of
Cash In Bank (Schedule A)	1,667,682	1,667,682	1,667,682	8.4%
Investments (Schedule B)	18,084,504	18,089,288	18,079,167	91.6%
Total Cash and Investments	19,752,186	19,756,971	19,746,849	100%

The above investments are consistent with the Town's Investment Policy and are allowable under current legislation of the State of California. Investments are selected using safety, liquidity, and yield as the criteria. The Town has sufficient cash flow to cover anticipated expenditures through the next six months.



 Louise Ho, Finance Director

Date 9/10/09

Town of Atherton
Quarterly Treasurer's Report
Portfolio Details - Cash In Bank
June 30, 2009

Schedule A

Name of Depository	Investment Type	Reconciled Bank Balance
Comerica Bank	Checking - Operating	1,303,824
Comerica Bank	Checking - Payroll	(142,197)
Wells Fargo	Wells Fargo Adv Treasury Plus MMF	506,055
Total		<u>1,667,682</u>

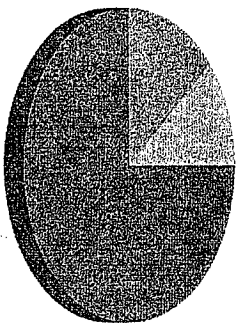
**Town of Atherton
Recap of Securities Held
June 30, 2009**

Schedule B

	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Final Maturity (Days)	Weighted Average Effective Maturity (Days)	% Portfolio/ Segment	Weighted Average Yield *	Weighted Average Market Duration (Years)
Cash and Equivalents	13,584,503.79	13,584,503.79	13,584,503.79	0.00	1	1	75.14	1.53	0.00
Commercial Paper	498,550.00	499,866.67	499,970.50	103.83	9	9	2.76	1.22	0.02
U.S. Treasury	1,992,880.70	1,994,686.67	1,995,605.00	918.33	207	207	11.02	0.47	0.57
U.S. Instrumentality	2,003,232.20	2,001,950.98	2,009,209.00	7,258.02	640	549	11.08	1.44	1.48
TOTAL	18,079,166.69	18,081,008.11	18,089,288.29	8,280.18	95	85	100.00	1.39	0.23

* Weighted Average Yield is calculated on a "yield to worst" basis.

Portfolio / Segment Diversification



Cash and Equivalents	75.1%
Commercial Paper	2.8%
U.S. Treasury	11.0%
U.S. Instrumentality	11.1%
Total:	100.0%

Town of Atherton
Activity and Performance Summary
for the period June 1, 2009 - June 30, 2009

<u>Amortized Cost Basis Activity Summary</u>		
Beginning Amortized Cost Value		16,587,449.06
Additions		
Contributions	1,493,323.68	
Interest Received	0.00	
Accrued Interest Sold	0.00	
Gain on Sales	0.00	
Total Additions		1,493,323.68
Deductions		
Withdrawals	0.00	
Fees Paid	358.00	
Accrued Interest Purchased	172.92	
Loss on Sales	0.00	
Total Deductions		(530.92)
Accretion (Amortization) for the Period		766.29
Ending Amortized Cost Value		18,081,008.11
Ending Fair Value		18,089,288.29
Unrealized Gain (Loss)		8,280.18

<u>Detail of Amortized Cost Basis Return</u>				
	Interest Earned	Accretion (Amortization)	Realized Gain (Loss)	Total Income
Current Holdings				
Cash and Equivalents	17,072.80	0.00	0.00	17,072.80
Commercial Paper	0.00	500.00	0.00	500.00
U.S. Treasury	0.00	744.16	0.00	744.16
U.S. Instrumentality	2,696.45	(477.87)	0.00	2,218.58
Total	19,769.25	766.29	0.00	20,535.54

<u>Annualized Comparative Rates of Return</u>			
	Twelve Month Trailing	Six Month Trailing	For the Month
Fed Funds	0.72%	0.18%	0.21%
Overnight Repo	0.58%	0.13%	0.15%
3 Month T-Bill	0.55%	0.19%	0.18%
6 Month T-Bill	0.84%	0.36%	0.32%
1 Year T-Note	1.06%	0.55%	0.51%
2 Year T-Note	1.38%	0.96%	1.18%
5 Year T-Note	2.33%	2.00%	2.70%

<u>Summary of Amortized Cost Basis Return for the Period</u>			
	Total Portfolio	Excl. Cash Eq.	
Interest Earned	19,769.25	2,696.45	
Accretion (Amortization)	766.29	766.29	
Realized Gain (Loss) on Sales	<u>0.00</u>	<u>0.00</u>	
Total Income on Portfolio	20,535.54	3,462.74	
Average Daily Historical Cost	17,880,477.76	4,295,973.97	
Annualized Return	1.40%	0.98%	
Annualized Return Net of Fees	1.37%	0.88%	
Annualized Return Year to Date Net of Fees	2.96%	0.79%	
Weighted Average Effective Maturity in Days	85	337	

Town of Atherton
Activity and Performance Summary
for the period June 1, 2009 - June 30, 2009

<u>Fair Value Basis Activity Summary</u>	
Beginning Fair Value	16,593,687.29
Additions	
Contributions	1,493,323.68
Interest Received	0.00
Accrued Interest Sold	0.00
Total Additions	1,493,323.68
Deductions	
Withdrawals	0.00
Fees Paid	358.00
Accrued Interest Purchased	172.92
Total Deductions	(530.92)
Change in Fair Value for the Period	2,808.24
Ending Fair Value	18,089,288.29

<u>Detail of Fair Value Basis Return</u>		
	Interest Earned	Total Income
Current Holdings		
Cash and Equivalents	17,072.80	17,072.80
Commercial Paper	0.00	160.50
U.S. Treasury	0.00	166.44
U.S. Instrumentality	2,696.45	5,177.75
Total	19,769.25	22,577.49

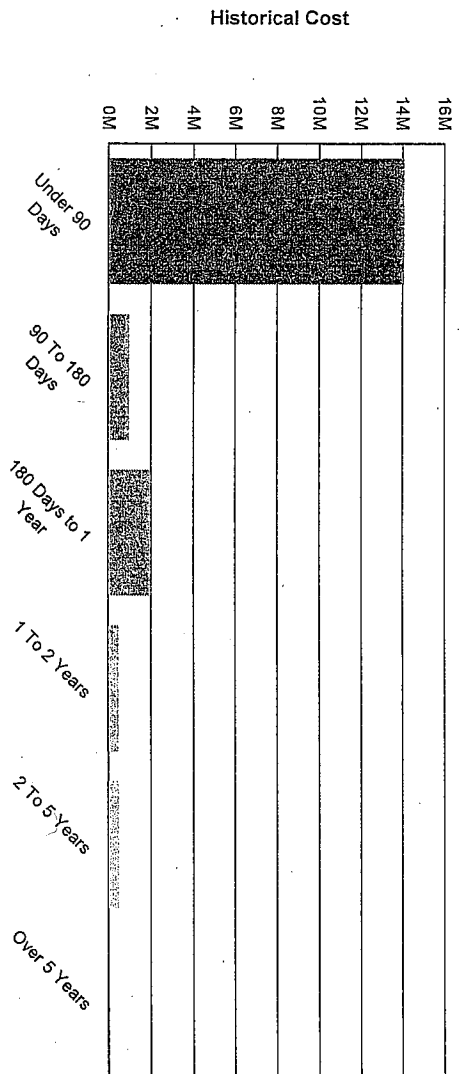
<u>Annualized Comparative Rates of Return</u>			
	Twelve Month Trailing	Six Month Trailing	For the Month
Fed Funds	0.72%	0.18%	0.21%
Overnight Repo	0.58%	0.13%	0.15%
3 Month T-Bill	1.03%	0.22%	0.12%
6 Month T-Bill	2.33%	0.63%	0.24%
1 Year T-Note	2.96%	0.73%	0.49%
2 Year T-Note	5.51%	0.58%	(2.31%)
5 Year T-Note	8.23%	(5.55%)	(8.52%)

<u>Summary of Fair Value Basis Return for the Period</u>		
	Total Portfolio	Excl. Cash Eq.
Interest Earned	19,769.25	2,696.45
Change in Fair Value	<u>2,808.24</u>	<u>2,808.24</u>
Total Income on Portfolio	22,577.49	5,504.69
Average Daily Historical Cost	17,880,477.76	4,295,973.97
Annualized Return	1.54%	1.56%
Annualized Return Net of Fees	1.51%	1.46%
Annualized Return Year to Date Net of Fees	3.16%	1.89%
Weighted Average Effective Maturity in Days	85	337

Town of Atherton
Maturity Distribution of Securities Held
June 30, 2009

Maturity	Historical Cost	Percent
Under 90 Days	14,083,053.79	77.90%
90 To 180 Days	997,365.56	5.52%
180 Days to 1 Year	2,003,730.14	11.08%
1 To 2 Years	496,367.20	2.75%
2 To 5 Years	498,650.00	2.76%
Over 5 Years	0.00	0.00%
	<u>18,079,166.69</u>	<u>100.00%</u>

Maturity Distribution



**Town of Atherton
Securities Held
June 30, 2009**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/Accretion (Amortization)	Fair Value/ Change In Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield
Cash and Equivalents													
LAIF	06/30/09	1.330V		7,426,661.82	7,426,661.82	0.00	7,426,661.82	0.00	0.00	0.00	9,413.96	30,691.24	41.08 1.53
San Mateo County Pool	06/30/09	1.330V		6,157,841.97	6,157,841.97	0.00	6,157,841.97	0.00	0.00	7,658.84	25,013.83	34.06	1.53
TOTAL				13,584,503.79	13,584,503.79	0.00	13,584,503.79	0.00	0.00	17,072.80	55,705.07	75.14	
Commercial Paper													
90262CU96 UBS Finance	04/13/09	0.000	07/09/09	500,000.00	498,550.00	499,866.67	499,970.50	103.83	0.00	0.00	0.00	0.00	2.76 1.22
TOTAL				500,000.00	498,550.00	499,866.67	499,970.50	103.83	0.00	0.00	0.00	0.00	2.76
U.S. Treasury													
912795PS4 T-Bill	04/07/09	0.000	10/01/09	500,000.00	499,041.25	499,501.67	499,757.00	255.33	0.00	0.00	0.00	0.00	2.76 0.40
912795SS69 T-Bill	04/07/09	0.000	12/17/09	500,000.00	498,324.31	498,885.07	499,225.50	340.43	0.00	0.00	0.00	0.00	2.76 0.48
912795T27 T-Bill	04/07/09	0.000	02/11/10	500,000.00	497,739.58	498,359.37	498,869.00	509.63	0.00	0.00	0.00	0.00	2.75 0.53
912795US8 T-Bill	06/04/09	0.000	06/03/10	500,000.00	497,775.56	497,940.56	497,753.50	(187.06)	0.00	0.00	0.00	0.00	2.75 0.45
TOTAL				2,000,000.00	1,992,880.70	1,994,686.67	1,995,605.00	918.33	0.00	0.00	0.00	0.00	11.02
U.S. Instrumentality													
31398APV8 FNMA	04/24/09	2.375	05/20/10	500,000.00	508,340.00	506,889.57	508,533.00	1,643.43	0.00	989.58	1,352.43	2.81	0.81
3128X8WC2 FHLMC	04/20/09	1.750	04/20/11	500,000.00	499,875.00	499,887.33	502,450.00	2,562.67	0.00	729.16	1,725.69	2.76	1.76
3133XTV45 FHLB	06/08/09	1.125	06/03/11	500,000.00	496,367.20	496,482.45	498,832.00	2,349.55	0.00	359.38	421.88	2.75	1.50
3133IGWS4 FFCB	06/03/09	1.590	11/28/11	500,000.00	498,650.00	498,691.63	499,394.00	702.37	0.00	618.33	728.75	2.76	1.70
TOTAL				2,000,000.00	2,003,232.20	2,001,950.98	2,009,209.00	7,258.02	0.00	2,696.45	4,228.75	11.08	

**Town of Atherton
Securities Held
June 30, 2009**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/Accretion (Amortization)	Fair Value/ Change In Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield
GRAND TOTAL				18,084,503.79	18,079,166.69 172.92	18,081,008.11 766.29	18,089,288.29 2,808.24	8,280.18	0.00	19,769.25	59,933.82	100.00	

V = variable rate, current rate shown, average rate for Cash & Equivalents

Town of Atherton
Quarterly Treasurer's Report
Cash & Investments Balance By Fund
June 30, 2009

Fund No.	Fund Name	June Balance
101	General Fund	8,741,614
105	Tennis Fund	27,645
610	Equipment Operations	234,180
611	Computer Services	154,260
612	Administrative Services	171,642
614	Worker's Compensation Insurance	386,468
	Total Non-Restricted	<u>9,715,809</u>
201	Special Tax Fund	2,533,847
202	County Measure A Fund	119,098
203	Gas Tax Fund	(113,049)
208	Police on the Street Fund	4,590
209	COPS Grant	(29,383)
210	Road Constructions Impact Fee	1,370,303
211	State Grants	(198,020)
213	Library Fund	4,030,848
220	Traffic Congest. Relief	48,549
401	GF Projects	109,126
402	Storm Drainage	37,020
403	Atherton Channel Drainage District	140,346
406	Facilities Construction	1,830,612
715	Evans Estate	116,166
725	Linden wood Gate Trust	249
730	H-P Park Improvement	5,832
740	Tree Committee	24,907
	Total Restricted	<u>10,031,040</u>
	Total Cash & Investments	<u><u>19,746,849</u></u>



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

SUBJECT: ADOPTION OF A RESOLUTION 09-34 APPROVING A BANKING SERVICES AGREEMENT WITH THE WELLS FARGO BANK AND AN AMENDMENT TO THE STATE OF CALIFORNIA MASTER SERVICES AGREEMENT CARD PAYMENT ACCEPTANCE WITH WELLS FARGO MERCHANT SERVICES, L.L.C. AND AUTHORIZING CERTAIN TOWN OFFICIALS TO ACT ON BEHALF OF THE TOWN IN REGARD TO BANKING AND MERCHANT SERVICES

RECOMMENDATION

Approve the resolution 09-34 approving the banking services agreement with the Wells Fargo Bank and an amendment to the State of California master services agreement card payment acceptance with Wells Fargo Merchant Services, L.L.C. and authorizing certain Town officials to act on behalf of the Town in regard to banking and merchant services.

DISCUSSION

To improve effectiveness in the Town's treasury management, staff was directed by City Council to solicit proposals from Bank of America, Union Bank, and Wells Fargo Bank for a new banking services agreement. After evaluating the responses from the three banks, staff selected Wells Fargo Bank and is recommending that the City Council approve the attached banking and merchant services agreements. Both agreements are for a three-year term with fixed pricing.

For merchant services, the Town will receive the pricing the State of California negotiated with Wells Fargo Bank except for pass-through cost from Visa, MasterCard, and American Express. The pass-through cost is subject to change during the term of the agreement.

Currently, the Town banks with Comerica Bank and uses a separate credit card processing company for the park credit card transactions. With the new agreement, Wells Fargo Bank will handle both banking and credit card transaction processing. Two new features (Desktop Deposit and Positive Pay) are introduced in the new agreement. Desktop deposit will enable the Town to make remote deposits and improve cash flow. Positive Pay will add some protection against fraud and will require Well Fargo Bank to only honor and clear Town's checks that appeared on the Town's check registers.

Staff will be transitioning the banking services when the new Springbrook Software is implemented. Staff will keep Comerica Bank checking account open for up to six months to allow outstanding checks to be cleared.

FISCAL IMPACT

The Town will incur the costs for provision of the banking services as set forth in the agreement. \$8,000 is budgeted in the FY 2009-10 Finance Department budget to pay for the banking services cost.

Prepared by:

Approved by:

Louise Ho
Finance Director

Jerome D. Gruber
City Manager

Attachment: Resolution
Bank Services Agreement
Amendment to State of California Master Services Agreement Card Payment
Acceptance

RESOLUTION NO. 09-34

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON
APPROVING A BANKING SERVICES AGREEMENT WITH THE WELLS
FARGO BANK N. A. AND AN AMENDMENT TO THE STATE OF
CALIFORNIA MASTER SERVICES AGREEMENT CARD PAYMENT
ACCEPTANCE WITH WELLS FARGO MERCHANT SERVICES L.L.C. AND
AUTHORIZING CERTAIN TOWN OFFICIALS TO ACT ON BEHALF OF THE
TOWN IN REGARD TO BANKING AND MERCHANT SERVICES**

WHEREAS, the Town of Atherton has solicited and reviewed proposals for banking services and determined that it wishes to enter in to a new agreement for banking services with Wells Fargo Bank,

NOW, THEREFORE, the City Council of the Town of Atherton does hereby resolve as follows:

Section 1. The Agreement for Banking Services by and between the Town of Atherton and the Wells Fargo Bank, N. A., is hereby approved and the Mayor is authorized to sign the Agreement on behalf of the Town.

Section 2. The Amendment to State of California Master Services Agreement Card Payment Acceptance between Wells Fargo Merchant Services, LLC. and the Town of Atherton is hereby approved and the Mayor is authorized to sign the Amendment on behalf of the Town.

Section 3. Only the following Town of Atherton officials are authorized to act on any Town transactions under the Agreement:

Mayor of the Town of Atherton
City Manager
Assistant City Manager
Finance Director

These individuals are further authorized and directed to execute such additional documentation as is required to implement the Agreement for Banking Services and the Amendment to the State of California Master Services Agreement Card Payment Acceptance.

Section 4. The City Manager and Finance Director are authorized and directed to terminate the Town's contract for banking services with Comerica Bank at such time as the transition of the Town's accounts to Wells Fargo Bank is completed. The City Manager and Finance Director are further authorized and directed to terminate the Town's contract for credit card processing with Merchant Service Contract at such time as the transition to the State of California Master Services Agreement Card Payment Acceptance is approved.

* * * * *

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 16th day of September, 2009 by the following vote:

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

Jerry Carlson, Mayor
Town of Atherton

ATTEST:

Theresa DellaSanta
Deputy City Clerk

APPROVED AS TO FORM:

Wynne Furth
City Attorney

BANK SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 2009 by and between the TOWN OF ATHERTON ("Town") and WELLS FARGO BANK, N.A. ("Bank").

Recitals

WHEREAS, Town desires to obtain banking services in connection with Town's treasury management services;

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

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

Agreement

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

1. Scope of Service. Subject to such policy direction and approvals as the Town may determine from time to time, Bank shall perform the services outlined in the "Account Documentation" attached hereto and incorporated herein as Exhibit A.

2. Time of Performance. The terms of the services of Bank are to commence on _____ and continue until _____. Bank shall perform its services in accordance with the Scope of Service attached hereto and incorporated herein as Exhibit A and the terms and provisions of Bank's deposit account opening documentation and other account and service related documentation as in effect between Town and Bank (collectively, the "Account Documentation"). Any changes to the term in either this Section 2 or Exhibit A must be approved in writing by City Manager or its representatives.

3. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Bank, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto and incorporated herein as Exhibit B, which will remain effective until the third anniversary of this Agreement. If the services provided by Bank hereunder are extended past the third anniversary or Town requests additional services (not set forth in Exhibit A), Town and Bank will negotiate the applicable rates. Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

B. Timing of Payment. Billing for said services shall be provided by Bank on a monthly basis. Unless otherwise agreed to by Bank, Bank will debit Town's account(s) directly for such services when due and payable.

C. Changes in Compensation. Bank will not undertake any work that will incur costs in excess of the amount set forth in Section 3(A) of this Agreement without prior written amendment to this Agreement.

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

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

F. Litigation Support. Bank agrees to testify at Town's request if litigation is brought against Town in connection with Bank's services. Unless the action is brought by Bank or is based upon Bank's negligence, Town will compensate Bank for the preparation and the testimony at Bank's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Bank.

4. Amendment to Scope of Work. Town shall have the right to amend the Scope of Work by written notification to the Bank. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. All changes to services must be in writing to Town and consent must be given by Town before any changes can be applied.

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

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

7. [Intentionally Omitted]

8. Conflict of Interest.

A. Bank covenants and represents that to its knowledge, 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 Bank's performance of services under this Agreement. Bank further covenants that in the performance of the Agreement, no person having any such interest shall be knowingly employed by it as an officer, employee, agent or subcontractor without the express written consent of the Town. Bank agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the Town in the performance of this Agreement.

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

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

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

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

10. Liability of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Bank or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Bank or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. Indemnity.

Bank shall indemnify, defend and hold harmless Town and its officers, directors, employees, agents and assigns from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs arising out of, resulting from or relating to the performance of the services hereunder or the Account Documentation, caused in whole or in part by the negligent or intentional acts or omissions of Bank or any of its officers, directors, employees, agents or assigns. Bank's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Town shall indemnify, defend and hold harmless Bank and its officers, directors, employees, agents and assigns from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs arising out of, resulting from or

relating to the performance of the services hereunder or the Account Documentation, caused in whole or in part by the negligent or intentional acts or omissions of Town or any of its officers, directors, employees, agents or assigns.

It is the intention of Bank and Town that the provisions of this Section be interpreted to impose on each party responsibility to the other party for the negligent or intentional acts and omissions of their respective officers, directors, employees, agents and assigns. It is also the intention of Bank and Town that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party or its officers, directors, employees, agents or assigns.

12. Bank Not an Agent of Town. Bank, its officers, employees and agents are not agents of Town and shall not have any power to bind or commit the Town to any decision.

13. Independent Contractor. It is understood that Bank, in the performance of the work and services agreed to be performed by Bank hereunder, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Bank shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Bank hereby expressly waives any claim it may have to any such rights.

14. Compliance with Laws.

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

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

C. Prevailing Wage. Bank and Bank'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. Copies of the applicable wage determination are on file at the Town's Administration Office.

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

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

15. Confidential Information. All data, documents, discussions or other information developed or received by or for Bank in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town, as required by law or if such information becomes public through no fault of Bank.

16. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

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

(6) Bank shall provide to the Town all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement.

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

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

C. Acceptability of Insurers. Insurance is to be placed or reinsured with an insurer or reinsurer with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. At the Town's option, Bank shall demonstrate financial capability for payment of any deductibles or self-insured retentions.

17. Assignment Prohibited. Neither the Town nor Bank may assign any right or obligation pursuant to this Agreement; provided, however, Bank may assign its rights and obligations hereunder if such assignment takes place as part of a merger, acquisition or corporate reorganization affecting Bank. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

18. Termination of Agreement.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the Town upon 5 days' written notice to Bank. Bank may terminate this Agreement upon 60 days' written notice to Town; provided, however, that this Agreement and the services may be terminated upon 30 days' written notice from Bank to Town should Town fail to make any payment when due to Bank from Town under the terms of this Agreement.

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

C. Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the Town, become its sole property and shall, at Bank's expense, be delivered to the Town or to any party it may so designate, except to the extent that Bank is required to retain such documents, project data and reports (or copies

thereof) by any applicable law, rule or regulation or by any competent judicial governmental, supervisory or regulatory body.

D. In the event termination is without cause, Bank shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that Bank shall be entitled to compensation for work in progress at the time of termination.

19. Suspension. The Town shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as Town deems necessary due to unfavorable conditions or to the failure on the part of the Bank to perform any provision of this Agreement. Bank will be paid for satisfactory Services performed through the date of temporary suspension. In the event that Bank's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Bank's reasonable control, Bank's compensation shall be subject to renegotiation.

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

21. Interpretation.

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

B. If there is a conflict between the provisions, Sections 1 through 29, 31, and 32, of this Agreement and the Exhibits incorporated into it by reference in Section 30, the former shall govern.

22. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

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

24. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Louise Ho, Finance Director
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

If to Bank: Shelley Rintala, Vice President/Relationship Manager
Wells Fargo Bank
MAC A0112-102
550 California Street, 10th Floor
San Francisco, CA 94104

25. Bank's Books and Records.

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

B. Bank shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

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

D. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the City Manager's office. Access to such records and documents shall be granted to any party authorized by Bank, Bank's representatives, or Bank's successor-in-interest.

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

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

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

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

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

A. Exhibit A: Scope of Services

B. Exhibit B: Compensation

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

32. News Releases/Interviews. All Bank and subcontractor (if any) news releases, media interviews, testimony at hearings and public comment related to Town and the services provided to Town hereunder shall be prohibited unless expressly authorized by the Town.

33. Venue. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a federal or state court in the County of San Mateo, California or County of San Francisco, California.

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

TOWN OF ATHERTON

CONSULTANT

By: _____
Jerry Gruber, City Manager

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Wynne S. Furth, City Attorney

FUNDING:

By: _____
Louise Ho, Finance Director

EXHIBIT A

Scope of Work

Account Documentation As Submitted by Wells Fargo Bank August 5, 2009

1. Acceptance of Services
2. Master Agreement for Treasury Management Services
3. Commercial Account Agreement
4. Addendum – Commercial Account Agreement
5. Master Repurchase Agreement
6. Contract for Deposit of Moneys

Complete set of the Account Documentation is available at the City Clerk's Office.

ACCEPTANCE OF SERVICES

Exhibit A.1

WELLS
FARGO

Part I – Certification.

☐ **New Agreement**

☐ **Designation of Sweep Option**
(If checked, complete Part II, below.)

Each person signing this Acceptance of Services ("Acceptance") certifies that:

- (a) the company identified in the signature block of this Acceptance ("Company") has received and agrees to be bound by the Service Documentation, as defined in the Master Agreement for Treasury Management Services between Company and Wells Fargo Bank, N.A. ("Bank"), and any Sweep Option Company has designated in Part II of this Acceptance;
- (b) he or she has full authority to execute this Acceptance on behalf of Company, to enter into other agreements with Bank for Treasury Management services now or hereafter offered by Bank (each, a "Service"), and to amend, terminate or otherwise act on behalf of Company with respect to each Service; and
- (c) Company's use of any Service, including without limitation each Service that Company commences using after the Effective Date of this Acceptance, confirms Company's agreement to be bound by the Service Documentation relating to that Service.

Part II – Sweep Option.

A. DESIGNATION OF WELLS FARGO STAGECOACH SWEEPSM OPTION.

Company designates the following Sweep Option (check one box only):

- ☐ **Wells Fargo Stagecoach Sweep, Preferred Option with secondary Wells Fargo Stagecoach Sweep, Repurchase Agreement.**
- ☐ **Wells Fargo Stagecoach Sweep, Preferred Option.**
- ☐ **Wells Fargo Stagecoach Sweep, Repurchase Agreement with secondary Wells Fargo Stagecoach Sweep, Preferred Option.**
- ☐ **Wells Fargo Stagecoach Sweep, Repurchase Agreement.**
- ☐ **Wells Fargo Stagecoach Sweep, Money Market Fund. (Check one box only.)**
 - ☐ California Tax Free Money Market Fund - Class A - Fund 29.
 - ☐ Treasury Plus Money Market Fund - Class A - Fund 453.
 - ☐ National Tax-Free Money Market Fund - Class A - Fund 452.
 - ☐ 100% Treasury Money Market Fund - Service Class - Fund 8.

B. ADDITIONAL INFORMATION.

- Checking Account Number: _____.
- Credit Sweep Option: ☐ Yes ☐ No LOC Number: _____.
- Statements and/or Confirmations will be sent to Company by electronic means unless otherwise requested by Company. Electronic means include Bank's Commercial Electronic Office®, facsimile and/or Secure E-Mail.

Part III – Signature.

Agreed To and Accepted By:

Company: _____

By: _____

Name: _____

Title: _____

Effective Date: _____

MASTER AGREEMENT FOR TREASURY MANAGEMENT SERVICES*Exhibit A.2*

The Service Documentation described below contains the terms under which Wells Fargo provides treasury management services ("Services"). The Wells Fargo bank through which the Services will be provided ("Bank") and the Company to which the Services will be provided are identified in the Acceptance of Services ("Acceptance").

Bank and Company agree:

1. Service Documentation. The Service Documentation includes:

- 1.1 The Service Description for each Service.
- 1.2 The Acceptance.
- 1.3 This Master Agreement for Treasury Management Services ("Master Agreement").
- 1.4 The account agreement for the business or commercial deposit account(s) (each, an "Account") that Company or Company's affiliate or subsidiary maintains at Bank or Bank's affiliate in connection with a Service. The account agreement includes the Dispute Resolution Program that Company and Bank agree to use to resolve any disagreements between Company and Bank regarding accounts and Services governed by the Service Documentation.
- 1.5 User Guides which include software, software licenses, reset diskettes, price schedules, specifications, instructions, and notices.
- 1.6 The set-up form(s) for each Service.

The Service Documentation also applies to any Service that is provided by an affiliate of Bank and any Service that is used by an affiliate or a subsidiary of Company. "Bank" includes each such affiliate, and "Company" includes each such affiliate and subsidiary. All terms defined in this Master Agreement shall have the same meaning when used in the Service Documentation. If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above. Company acknowledges receiving a copy of the Service Documentation for each Service it requested when it entered into this Master Agreement.

2. Services. Bank and Company will agree upon the Service(s) to be provided.

3. Changes to Services. Bank may change (or add to) the terms and fees in the Service Documentation at any time upon prior written notification. If Company discontinues using the affected Service before the change becomes effective, it will not be bound by the change. If Company continues to use a Service after the change becomes effective, it will be bound by the change.

4. Term and Termination. Unless terminated sooner in accordance with the Service Documentation, this Master Agreement and all Services will continue in effect until terminated by either party upon thirty (30) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Service Documentation). Bank may terminate any Service following notice to Company of a breach of any provision of the Service Documentation and Company's failure to cure the breach within fifteen (15) days of the date of such notice. Bank may also terminate any Service without notice to Company if Company is subject to a petition under the U. S. Bankruptcy Code or if Bank determines, in its sole discretion, that a material adverse change has occurred in Company's ability to perform its obligations under the Service Documentation. The termination of a Service will not affect Company's or Bank's rights with respect to transactions which occurred before termination. Bank shall not be liable to Company for any losses or damages Company may incur as a result of any termination of any Service.

5. Service Fees. Company shall pay Bank the fees described in the Service Documentation and any taxes applicable to each Service, however designated, exclusive of taxes based on Bank's net income. Bank may debit Company's account(s) with Bank for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Company for such amounts, which Company shall promptly pay. Bank may assess finance charges at a rate of 1.5% per month (18% per annum) or the highest rate permitted by law, whichever is less, on any invoiced fees or taxes that are not paid within thirty (30) days of the due date and shall apply payments and other reductions of amounts owed first to unpaid interest and then to other fees and charges.

6. **Confidential Information.** Unless otherwise provided in the Service Documentation, all User Guides and computer programs provided pursuant to this Master Agreement constitute Bank's or its vendor's confidential information ("Confidential Information"). Bank or its vendor will remain the sole owner of all such Confidential Information, and Company will not acquire any interest in or rights to it as a result of Company's use of any Service except as set forth in the Service Documentation. Company will maintain the confidentiality of the Confidential Information and will not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than its employees who have a need to use the Confidential Information in connection with the applicable Service. Company shall notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information, and if it is responsible for the Unauthorized Use, it will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession or prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use. In addition, except as permitted by applicable law, Company may not decompile, reverse engineer, disassemble, modify, or create derivative works of any computer program provided pursuant to this Master Agreement.
7. **Third Party Networks; Data Transmission; Use of Required Software.**
- 7.1 If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Company, Bank may, upon notice to Company, suspend or discontinue the affected Service.
- 7.2 If Company transmits data, information or instructions (collectively "Data") to Bank, or requires Bank to deliver Data to Company, using a leased line, or Value Added Network ("VAN") or any other third party provider (collectively, "Third Party Provider"), Company agrees that Bank shall have no responsibility for the accuracy, completeness, security or authenticity (collectively "Integrity") of the Data sent through such Third Party Provider, and Company agrees that Bank may rely upon the Data delivered to Bank by the Third Party Provider and that Bank shall have no independent obligation to verify the Integrity of such Data before receiving, or acting upon, any such Data.
- 7.3 If Company transmits data to Bank using a leased line or Value Added Network ("VAN"), Bank strongly recommends that Company secure a back-up means of transmission such as Secure File Transport for use in the event of a communications disruption.
- 7.4 Company shall use and maintain in good working order (and at its own expense) software, hardware and other equipment necessary for Company to use the Service(s) in accordance with the Service Documentation.
8. **No Representations or Warranties of Bank or Software Vendor.** Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
9. **Liability and Indemnification.**
- 9.1 Bank will perform each Service in accordance with reasonable commercial standards applicable to Bank's business; laws, regulations and operating circulars governing the activities of Bank; applicable funds transfer system(s) and clearinghouse rules; and the Service Documentation.
- 9.2 Bank is under no obligation to honor, in whole or in part, any entry, file, batch release, payment order, transaction or instruction (each, an "Order"), which a) exceeds Company's available funds on deposit in an Account with Bank related to the Order, unless otherwise provided in the Service Documentation; b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as Bank may from time to time establish and make available to Company; c) Bank has reason to believe may not been duly authorized, should not be honored for its or Company's protection, or involves funds subject to a hold, dispute, restriction or legal process that prevents their withdrawal; or d) would possibly result in Bank violating any applicable rule or regulation of any federal or state regulatory authority including without limitation any Federal Reserve risk control program or guidelines such as the limitations on Bank's intra-day net funds position.
- 9.3 Company shall promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Company shall cooperate fully (and at its own expense) with Bank in recovering a loss. If Company is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Company.

- 9.4 Any claim, action or proceeding against Bank for losses or damages arising from a Service, including Bank's honoring or dishonoring a check covered by a Service, must be brought within one (1) year from the date of the act or omission or in the case of a check from the date the check was first paid or returned by Bank.
- 9.5 Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control.
- 9.6 Except in the case of Bank's gross negligence or intentional misconduct, Company shall indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; b) an act or omission of any agent, courier or authorized representative of Company; c) if the Service includes a license or sublicense of any software to Company, the use or distribution of the software by Company or any person gaining access to the software through Company that is inconsistent with the license or sublicense; and d) Company's failure to secure a back-up means of transmission for data transmissions using leased lines or VANs as set forth in Subsection 7.3 above
- 9.7 Bank will only be liable to Company for its direct monetary losses or damages due to Bank's negligence or breach of this Master Agreement. Except in the case of Bank's gross negligence or intentional misconduct, Bank's liability to Company will be limited to an amount not to exceed ten (10) times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred). In no event will either party to this Master Agreement be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

10. General.

- 10.1 The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the state in which the principal office of the Bank identified on the Acceptance is located, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Company as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable or invalid, it will not otherwise affect the enforceability or validity of the Service Documentation.
- 10.2 The Service Documentation is the entire agreement between Bank and Company and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding a Service. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- 10.3 Company agrees to provide Bank promptly upon Bank's request any existing financial statements or other information pertaining to Company's financial condition or any previously unprepared financial statements which Bank may require Company to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to Bank.
- 10.4 Company expressly warrants that a Service will not be used in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.
- 10.5 Sections 4, 5, 6, 8, 9, 10.4 and 10.5 of this Master Agreement will survive termination of this Master Agreement.
- 10.6 Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank shall use the most recent address for Company in Bank's records, and any notice from Bank will be effective when sent. Company shall use the address where Company's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from Company will be effective when actually received by Bank. Bank will be entitled to rely on any notice from Company that it believes in good faith was authorized by an authorized representative of Company and, except as expressly stated in the Service Documentation, shall have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it.

- 10.7 All uses of the Services through Company's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Company. Company's failure to protect Codes may allow an unauthorized party to a) use the Services, b) access Company's electronic communications and financial data, and c) send or receive information and communications to Bank. Unencrypted electronic transmission are not secure and Company assumes the entire risk for unauthorized use of Codes and any unencrypted electronic transmissions.
- 10.8 Company may not assign or transfer its rights or obligations with respect to the Service Documentation without Bank's prior written consent. Bank may assign its rights and obligations with respect to the Service Documentation to any successor by merger, consolidation or corporate reorganization.
- 10.9 Unless otherwise provided in the Service Documentation, the term "Banking Day" means that part of a business day occurring prior to the cutoff time determined in accordance with Bank's applicable funds availability policy.

**WELLS
FARGO**

Commercial Account Agreement

Effective May 1, 2005

Exhibit A. 3



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I. Terms Applicable to All Commercial Deposit Accounts

Introduction

In this Commercial Account Agreement ("Agreement"), "Company" refers to the owner or accountholder of a Wells Fargo bank commercial deposit account ("Account"). "Bank" refers to the Wells Fargo bank at which Company's Account is maintained. This Agreement includes the following disclosures applicable to Bank's commercial deposit accounts and related services (each, a "Service"), that Bank has separately provided to Company: (i) the schedule of Bank's fees and other account-related information (the "fee and information schedule"), (ii) the collection schedule, (iii) the funds availability policy, (iv) the privacy policy, (v) the rate sheets for interest-bearing accounts, each as modified by Bank from time to time, and (vi) any additional disclosures regarding Company's Account that Bank may provide to Company. Company is responsible for ensuring that each Authorized Signer is familiar with this Agreement. Unless Company has instructed Bank in writing to the contrary, Bank may consider communications about Company's Account from an Authorized Signer on Company's Account as communications from Company. Company agrees to notify Bank immediately in writing if any Authorized Signer's authority has been terminated. This Agreement replaces all prior agreements with Bank regarding Company's Account other than agreements regarding security interests in, or services utilizing, the Account. By signing Bank's signature card for Company's Account or by using Company's Account or a Service, Company will be deemed to have agreed to this Agreement. Company should retain a copy of this Agreement (and any information that Bank provides Company regarding changes to this Agreement) for as long as Company maintains its Account with Bank.

Defined Terms

In this Agreement, certain words have a special meaning and are therefore defined. Certain terms and their definitions are found in this Section, and others are found in the text of this Agreement.

Affiliate.

An "Affiliate" is a bank that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized Signer.

An "Authorized Signer" is a person who has Company's actual or apparent authority to transact business on Company's Account(s), whether or not such person has signed the signature card or other documentation for Company's Account(s). Bank may continue to recognize an Authorized Signer's authority until Bank has received and had a reasonable time to act upon Company's written modification or revocation of it.

Business Day.

A "Business Day" is every day except Saturdays, Sundays and federal holidays.

Collected Balance.

The "Collected Balance" is the Ledger Balance in Company's Account less Deposit Float.

Commercial Deposit Account.

A "commercial deposit account" is any deposit account, other than one of Bank's business deposit accounts, that is not held or maintained primarily for personal, family or household purposes. Examples of commercial deposit accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Deposit Float.

"Deposit Float" is the total dollar amount of Items deposited in Company's Account for which, based on the collection schedule used by Bank or the applicable Affiliate for this type of account, Company's Account has not yet been credited for purposes of calculating the Collected Balance.

Deposited Item.

A "Deposited Item" is an Item (including a non-U.S. Item) that Bank cashes or collects for Company or accepts for deposit to Company's Account.

Investable Balance.

The "Investable Balance" is the Collected Balance in Company's Account less (i) the portion of such Collected Balance that Bank is required by law to hold in reserve at a Federal Reserve Bank and (ii) other adjustments.

Item.

An "Item" includes a check, substitute check, purported substitute check, electronic item, draft, demand draft, preauthorized draft, remotely created check, remotely created item, remotely created consumer item, image replacement document or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip), automatic transfer, and electronic transaction (including a wire transfer, an ACH transfer and a Consumer ACH Debit Entry), any written document created or authorized in Company's name that would be a check or draft but for the fact that it has not been signed, and a cash-in ticket or a deposit adjustment or a photocopy or an image of any of the foregoing.

Ledger Balance.

The "Ledger Balance" is the balance in Company's Account after all debits and credits for the Business Day are posted.

Overdraft.

An "Overdraft" is any event that results in a negative balance in Company's Account.

Paper Item.

A "Paper Item" is an Item that is in paper form.

Service.

A "Service" is any service Bank provides to Company including without limitation any Treasury Management Service.

Arbitration Agreement

Agreement to Arbitrate.

Except as stated in "No Waiver of Self-Help or Provisional Remedies" below, Company and Bank agree, at Company's or Bank's request, to submit to binding arbitration all claims, disputes and controversies between or among Company and Bank (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating in any way to Company's Account(s) and/or Service(s) and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default or termination (each, a "Dispute").

Governing Rules.

Any arbitration proceeding will (i) proceed in a location selected by the American Arbitration Association ("AAA") in the state whose laws govern Company's Account; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Company and Bank; and (iii) be conducted by the AAA, or such other administrator as Company and Bank shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and any such Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Nothing contained herein shall be deemed to be a waiver by Bank of the protections

afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No Waiver of Self-Help or Provisional Remedies.

This arbitration requirement does not limit the right of either party to (i) exercise self-help remedies including setoff or (ii) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (i) and (ii) of this subsection.

Arbitrator Qualifications and Powers.

Any Dispute in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern Company's Account and who has a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) shall resolve all Disputes in accordance with the substantive law of the state whose laws govern Company's Account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as deemed necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the state rules of civil procedure for the state whose laws govern Company's Account or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Discovery.

In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date and within 180 days of the filing of the Dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery Disputes, will be subject to final determination by the arbitrator(s) upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Class Actions and Consolidations.

Company and Bank agree that the resolution of any Dispute arising pursuant to the terms of this Agreement shall be resolved by a separate arbitration proceeding and shall not be consolidated with other Disputes or treated as a class. Neither Company nor Bank shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Payment of Arbitration Costs and Fees.

The arbitrator(s) shall award all costs and expenses of the arbitration proceeding.

Miscellaneous.

To the maximum extent practicable, the AAA, the arbitrator(s), Company and Bank shall take all action required to conclude any arbitration proceeding within 180 days of the filing

of the Dispute with the AAA. The arbitrator(s), Company, or Bank may not disclose the existence, content or results thereof, except for disclosures of information by Company or Bank required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Company and Bank potentially applies to a Dispute, the arbitration agreement most directly related to Company's Account or the subject matter of the Dispute shall control. This arbitration agreement shall survive the closing of Company's Account or termination of any Service or the relationship between Company and Bank.

Statements and Other Account-Related Information

Mailing Statements and Other Account-Related Information to Company.

Except as expressly provided otherwise in this Agreement, Bank will mail (or otherwise make available to Company) statements for Company's Account and notices and other information regarding Company's Account or any Service (collectively, "Account-Related Information") to the postal or electronic address reflected in Bank's records for Company's Account. Any statement or Account-Related Information will be deemed to have been sent to Company on the first Business Day following the date on it. A statement or other Account-Related Information that is held for Company to pick up will be deemed to be delivered to Company at the time that Bank makes it available for pick up.

Company's Obligation to Review Statements and Other Account-Related Information and to Notify Bank of Errors.

Company agrees to promptly and carefully examine each statement for Company's Account and any other Account-Related Information and any paid Items that are returned with (or described in) the statement and any other Account-Related Information and to promptly notify Bank of, and reimburse Bank for, any erroneous credit to Company's Account. Within thirty (30) days after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund due, for example, to an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration (each, an "unauthorized transaction"). Within six (6) months after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the telephone number listed on the statement for Company's Account or in the other Account-Related Information for such purpose and (ii) submitting a written report to Bank as soon as possible, but, in any event, within the timeframes specified above. If Company fails to notify Bank within the timeframes specified above, the balance shown on the statement for Company's Account or other Account-Related Information will be conclusively presumed to be correct, and Company will be deemed to have released Bank from all liability for the Items charged to Company's Account and for all other transactions covered by the statement or other Account-Related Information. In addition, if Company fails to notify Bank of an unauthorized transaction on Company's Account within thirty (30) days after Bank mails or otherwise makes the statement for Company's Account or other Account-Related Information describing the unauthorized transaction available to Company, Bank will not be liable to Company for any unauthorized transactions on Company's Account by the same person that could have been prevented if Company had complied with Company's obligations under this subsection. If Company notifies Bank of any claim for credit or refund later than required by this subsection, Bank may assert, at Company's request and on Company's behalf, any claim against a third party that Bank determines in Bank's sole discretion is permitted under the laws governing Company's Account or applicable rule.

Returned, Unclaimed Statements or Other Account-Related Information.

Unless otherwise prohibited by the laws governing Company's Account, (i) if two or more statements for Company's Account are returned, Bank may discontinue sending statements for Company's Account and other Account-Related Information to Company until Company provides a valid address to Bank; (ii) Bank may destroy statements for Company's Account

and other Account-Related Information that are sent to Company and returned to Bank as undeliverable; and (iii) if Bank holds the statement for Company's Account or other Account-Related Information for Company to pick up and the statement remains unclaimed for sixty (60) days, Bank may send the statement to the address reflected in Bank's records for Company's Account or destroy it.

Address Changes for Statements for Company's Account and Other Account-Related Information.

Company may instruct Bank to change the address to which Bank mails (or the means by which Bank otherwise makes available) statements for Company's Account and other Account-Related Information at any time. Bank may act on any such instruction purportedly made on Company's behalf within a reasonable time after Bank receives such instruction. Unless Company instructs Bank otherwise, Bank may in its sole discretion change the address only for the Account(s) Company specifies or for all or some of Company's other Accounts with Bank. Bank may change Company's address of record if Bank receives an address change notice from the U.S. Postal Service or if Bank receives information from a third party in the business of providing correct address information that the address in Bank's records no longer corresponds to Company's address.

Notices and Other Mail.

Any notice Company sends Bank will not be effective until Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one Authorized Signer on Company's Account, Bank may send statements and other Account-Related Information to any one of them (unless Company has otherwise instructed Bank in writing). Company assumes the risk of loss in the mail. Any notice Bank sends Company will be effective when mailed or otherwise made available to Company.

Electronic Communications.

If Company provides Bank with an electronic address to which Bank may send electronic communications, Company agrees that Bank may send to Company by electronic communication any information that the laws governing Company's Account require be sent to Company in writing, provided such electronic communication does not violate the laws governing Company's Account. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

Fraud Prevention

Protection Against Unauthorized Items.

Company acknowledges that there is a growing risk of losses resulting from unauthorized Items. Bank offers Services that provide effective means for controlling the risk from unauthorized Items. These Services include:

- Positive Pay, or Positive Pay with Payee Validation, or Reverse Positive Pay (each offered by Bank in conjunction with Bank's Account Reconciliation Plan Service);
- ACH Fraud Filter; and
- Payment Authorization Service.

If Bank has expressly recommended that Company use one or more of these Services (or any other Service related to fraud prevention that Bank offers after the date of this Agreement), and Company either decides not to use the recommended Service or fails to use the recommended Service in accordance with the applicable Service Description or other Bank documentation applicable to the Service, Company will be treated as having assumed the risk of any losses that could have been prevented if Company had used the recommended Service in accordance with the applicable Service Description or applicable documentation.

Lost or Stolen Paper Items; Unauthorized Items.

If any of Company's unissued Paper Items has been lost or stolen, or if Company learns that unauthorized Items are being issued on Company's Account, Company agrees to notify Bank at once. To the extent that Company's failure to so notify Bank hampers Bank's ability

to prevent loss, Bank will be relieved of any liability for such Items. Upon receipt of any such notice, Bank may at its sole discretion and without any liability to Company take one or more of the following actions: (i) close Company's Account and open a new account for Company; (ii) dishonor any Paper Item Company or an Authorized Signer has indicated may have been lost or stolen (unless Company or an Authorized Signer subsequently has instructed Bank to honor such an Item); or (iii) pay any Paper Item presented for payment on Company's Account, provided Company has instructed Bank to pay such Paper Item and given Bank the number of that Paper Item. If Bank opens a new account for Company and Company has authorized a third party to automatically make regular deposits to or withdrawals from Company's Account (such as wire or ACH transfers), Bank shall have no liability to Company if Company does not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for Company due to Company's failure to notify that third party in a timely fashion of the number of Company's new Account.

Preventing Misuse of Company's Account.

Company agrees to take reasonable steps to ensure the integrity of Company's internal procedures with respect to Company's Account and Items drawn on Company's Account or deposited to it. To help prevent embezzlement and protect Company's business assets, Bank recommends Company:

- Assign responsibilities for Company's Account to multiple individuals. Those who reconcile statements for Company's Account should be different from those who issue Items drawn on Company's Account.
- Reconcile statements for Company's Account as received and notify Bank immediately of any problem.
- Contact Bank immediately if Company does not receive the statement for Company's Account when Company would normally expect to.
- Watch for Paper Items cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure Company's supply of Paper Items at all times. Stolen Paper Items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling Company's Account or making a deposit.
- Review transaction activity on Company's Account for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any Paper Item that Company does not intend to use.
- Use tamper-resistant Paper Items at all times.
- Notify Bank immediately when an Authorized Signer's authority ends so that his/her name can be removed from all signature cards and Online Banking access, and any Cards that Bank has issued to him/her can be cancelled.
- Do not sign blank Paper Items.
- Obtain insurance coverage for these risks.

Claim of Unauthorized Transactions; Bank's Rights and Liability

Investigation by Bank; Company's Agreement to Cooperate.

Bank shall investigate any transaction Company has reported to Bank as unauthorized (a "Claim of Unauthorized Transaction"). Company agrees to (i) submit Company's Claim of Unauthorized Transaction in writing to Bank by completing or obtaining a declaration under penalty of perjury describing Company's Claim of Unauthorized Transaction (in an affidavit form approved by Bank, if so requested); (ii) file a police report; (iii) complete and return to Bank any documents requested of Company; and (iv) in all respects cooperate fully at Company's expense with Bank in Bank's investigation of Company's Claim of Unauthorized Transaction.

Standard of Care.

Bank will meet its standard of care for Company's Account by exercising ordinary care in the transaction at issue. When Bank takes an Item for processing by automated means, "ordinary care" does not require Bank to examine the Item. In all other cases, "ordinary care" requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than is otherwise established by the laws governing Company's Account. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. If Bank waives any of its rights as to Company or Company's Account on one or more occasions, it will not be considered a waiver of Bank's rights on any other occasion.

Limitation of Liability; Indemnification.

Whether in connection with Company's Account or a Service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing Company's Account. Bank will not have any liability to Company if there are insufficient available funds in Company's Account to pay Company's Items due to actions taken by (i) Bank in accordance with this Agreement or (ii) any third party. Except to the extent that Bank fails to exercise ordinary care or breaches this Agreement, Company agrees to indemnify and hold Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with Bank's performance under this Agreement. Company agrees this indemnification will survive the closing of Company's Account and the termination of any Service.

Adverse Claims.

If any person or entity makes a claim against funds in Company's Account, or if Bank believes that a conflict exists between or among the Authorized Signers on Company's Account or that there is a dispute over matters such as the ownership of Company's Account or the authority to withdraw funds from Company's Account, Bank may, without any liability to Company, take one or more of the following actions: (i) continue to rely on Bank's records to determine the ownership of or the identity of the Authorized Signer(s) for Company's Account; (ii) honor the claim upon receipt of evidence satisfactory to Bank to justify such claim; (iii) freeze all or a part of the funds in Company's Account until the dispute is resolved to Bank's satisfaction; (iv) close Company's Account and send a check for the available balance in Company's Account payable to Company or to Company and each claimant; or (v) pay the funds into an appropriate court.

Legal Process.

Bank may accept and act on any legal process it believes is valid, whether served in person, by mail or by electronic notification, at any location of Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to Company's Account. Any such legal process is subject to Bank's security interest and right of setoff. Bank will not notify Company of a grand jury subpoena affecting Company or Company's Account.

"Freezing" Company's Account.

As part of Bank's loss prevention program, when Bank suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with Company's Account, Bank may "freeze" (or place a hold on) the balance in Company's Account (and in other Account(s) Company maintains with Bank) pending an investigation of such suspected activities. If Bank freezes Company's Account, Bank will give any notice required by the laws governing Company's Account.

Force Majeure.

Neither party to this Agreement shall be deemed to be in default of any of its obligations under this Agreement if its performance is delayed, hindered or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of either party.

Company's Insurance Coverage.

Many businesses carry special insurance for employee fraud/embezzlement. If Company does, Bank reserves the right to require Company to file a claim with its insurance company before making any claim against Bank. In such event, Bank will consider Company's claim only after Bank has reviewed Company's insurance company's decision, and Bank's liability to Company, if any, will be reduced by the amount Company's insurance company pays Company.

Substitute Checks

A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that Company made a payment. Any Paper Item Company issues or deposits that is returned to Company may be returned in the form of a substitute check. Even if Company has cancelled Items returned with the statements for Company's Account, Bank may in its sole discretion withhold substitute checks therefrom. Company agrees Company will not transfer a substitute check to Bank, by deposit or otherwise, if Bank would be the first financial institution to take the substitute check, unless Bank has expressly agreed in writing to take it.

Deposits to Company's Account**General.**

Unless otherwise agreed in writing, Bank may, without inquiry, accept a deposit to Company's Account at any time, from any person or entity, made in any manner including without limitation a deposit based on an image of an Item. Bank may also refuse to accept all or any part of any deposit. Bank may require that Company deposit an Item that is made payable to Company's Account, instead of permitting Company to cash the Item. Bank is not responsible for a deposit until a Bank employee has received and verified it. The receipt received at the time of deposit is not evidence that a deposit has been verified. Bank may reverse or otherwise adjust any credit Bank believes it has erroneously made to Company's Account at any time without prior notice to Company.

Collection Items.

Bank may, in its sole discretion and with notice to Company, handle a Paper Item as a collection Item, instead of as a deposit. This means Bank sends the Item to the issuer's bank for payment and credits Company's Account for the Item when Bank receives payment for the Item. If the Item is returned unpaid, Bank will return the Item to Company.

Endorsements.

This subsection applies if an endorsement is necessary for the transfer or negotiation of an Item. Company authorizes Bank to supply Company's endorsement on any Item Bank takes for collection, payment or deposit to Company's Account. Company also authorizes Bank to collect any unendorsed Item that is made payable to Company without first supplying Company's endorsement, provided the Item was deposited to Company's Account. Bank may refuse to pay any Item or accept any Item for deposit or collection unless Bank is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, Bank may require that all endorers be present at the time that an Item is presented to Bank for payment or accepted for deposit or collection.

Material Appearing on the Back of Paper Items; Legends on Paper Items.

Company is responsible for losses incurred by any person that cashes or accepts Company's Paper Items for deposit, if: (i) the loss is due to a delay in the return of the Item; and (ii) the delay is caused by material appearing on the back of the Item when it was issued or transferred by Company. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. Company is responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on Company's Paper Items.

Breach of Warranties.

If Company breaches any warranty Company makes under the laws governing Company's Account or rule with respect to any Item, Company shall not be released or otherwise discharged from any liability for such breach so long as Bank notifies Company of the breach within 120 days after Bank learns of the breach. If Bank fails to notify Company within this 120-day period, Company shall be released from liability and discharged only to the extent Bank's failure to notify Company within such time period caused a loss to Company.

When Deposits are Credited to Company's Account.

All over-the-counter deposits or ATM deposits to Company's Account which are received before Bank's established cut-off time on any Business Day will be credited (and will be considered deposited) to Company's Account as of the close of business that day, and will be reflected in that day's Ledger Balance for Company's Account. All other deposits (such as cash letter or lockbox) will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after Bank's established cut-off time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to Company's Account at the end of the next Business Day. Deposits placed in one of Bank's "night depositories" before the established deadline on any Business Day will be credited to Company's Account at the close of business on that same day. All other deposits placed in the "night depository" will be credited to Company's Account at the end of the next Business Day.

Use of Funds.

Company's use of funds deposited to Company's Account will be governed by Bank's separately disclosed collection schedule and, if Company's Account is a checking account, funds availability policy. Bank's collection schedule describes when deposits of Items that satisfy certain criteria will be considered collected. A fee may be charged in connection with any use of uncollected funds permitted by Bank. The then-current rate will appear on the statement for Company's Account. Bank's funds availability policy describes when funds deposited to Company's checking Account will be available to be used for all purposes. Bank may change its collection schedule and funds availability policy from time to time without prior notice to Company.

Deposits at Affiliates.

Company may make deposits to Company's Account(s) at an Affiliate, provided the Affiliate agrees. If Company makes a deposit to Company's Account at an Affiliate, that Affiliate's collection schedule and funds availability policy will determine when the funds deposited to Company's Account will be considered collected and available.

Deposits of Non-U.S. Items.

Bank may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. dollars or an Item that is not drawn on a financial institution chartered in the United States (each, a "non-U.S. Item"). If Bank accepts a non-U.S. Item for deposit to Company's Account or collection, Company accepts all risk associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. Item. Company agrees Bank may use Bank's current buying and selling rate, as applicable, when processing a non-U.S. Item and may recover from Company's Account any loss Bank incurs as a result of processing such an Item for Company. Bank reserves the right to place longer holds on non-U.S. Items than the timeframes specified in Bank's funds availability policy for Deposited Items.

Acts and Omissions of Other Financial Institutions.

Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a Deposited Item or of a notice of nonpayment relating thereto. If a Deposited Item is lost or misrouted during the collection process: (i) Bank shall have no responsibility to Company for the actions or inactions of any collecting bank; (ii) Bank may charge Company's Account for the amount of the Deposited Item (and reverse any interest that may have accrued to Company's Account in connection with the Deposited Item); and (iii) Company agrees to cooperate with Bank in recreating the Deposited Item.

Deposited Items Returned.

Bank has the right to charge back to or otherwise debit any of Company's Account(s) for any Deposited Item that is returned (and to reverse or recover any associated interest that may have accrued), even if Company has made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided Bank does not have actual knowledge that such deadline has expired or, having such knowledge, Bank concludes that (i) the Deposited Item is returned in accordance with the laws governing Company's Account or a rule (including a clearing house rule); or (ii) Bank has received a claim that Company has breached a warranty made in connection with the Deposited Item. Bank has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. Bank may redeposit a returned Deposited Item and re-present it for payment by any means (including electronic means), unless Bank has received instructions from Company not to redeposit such Deposited Item. Bank will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item. If one of Company's Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), Bank may debit Company's Account for the amount of the Item (plus any associated fees) and pay the amount to the person or entity making the claim. Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. Bank need not give Company any prior notification of its actions with respect to the claim. Company agrees to immediately repay any Overdraft caused by the return of a Deposited Item.

Direct Deposits Returned by Bank.

If, in connection with a direct deposit plan funds are deposited to Company's Account and later returned to the originator, Bank may deduct the amount from that or any other Account Company maintains at Bank, without prior notice and at any time, except as prohibited by the laws governing Company's Account. Bank may also use any other legal remedy to recover the amount.

Reconstructing Lost or Destroyed Deposited Items.

If a Deposited Item is lost or destroyed during processing or collection (either at Bank or at another point in the payments system), Company agrees to cooperate fully with Bank to reconstruct the Deposited Item by promptly: (i) providing Bank with a copy of the front and back of the Deposited Item from Company's or the issuer's records; (ii) asking the issuer to place a stop payment on it (at Bank's expense) and issue a replacement Item to Company (if the Deposited Item has not been paid); or (iii) reviewing Company's records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if Company does not know the identity of the issuer of the Deposited Item). If Company fails to cooperate with Bank, Bank may, at any time and without advance notice to Company, reverse or otherwise adjust any credit made to Company's Account for a lost or destroyed Deposited Item.

Withdrawals from Company's Account

Determining Company's Account's Balance; Debiting Company's Account.

In determining the balance in Company's Account that is available to pay Items, Bank may reduce the available balance by the amount of any hold that Bank has placed on Company's Account under this Agreement. Additionally, Bank may place a hold on Company's Account

if Bank receives an electronic notice that an Item will be presented for payment or collection against Company's Account (a "Notice of Presentment"). The hold may remain in effect from the time the Notice of Presentment is received until the Item is presented or notice is received that the Item will not be presented, whichever first occurs. Bank may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in Company's Account, and Bank will not have any liability for refusing to honor any of Company's Items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the Item, including its amount. Bank may debit Company's Account on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification received by Bank that an Item drawn on Company's Account will be presented for payment or collection. A determination of the balance in Company's Account for purposes of making a decision to dishonor an Item for insufficiency or unavailability of funds may be made at any time between the presentment of the Item (or earlier upon receipt of any Notice of Presentment) and the time of return of the Item. No more than one such determination need be made.

Order of Posting.

Bank may post Items presented against Company's Account in any order Bank chooses, unless the laws governing Company's Account either require or prohibit a particular order. For example, Bank may, if it chooses, post Items in the order of highest dollar amount to lowest dollar amount. Bank may change the order of posting Items to Company's Account at any time without notice.

Paper Items Presented Over-the-Counter for Payment by a Non-Customer.

If a Paper Item drawn against Company's Account is presented over-the-counter for payment by a person who does not have a deposit account at Bank, Bank may charge a fee to the person presenting the Paper Item as a condition for payment of the Paper Item. Company should contact its banker if Company has questions or if Company is required for any reason to have a place where Company's Paper Items can be cashed without a fee. The amount of the fee is disclosed in the fee and information schedule. Bank may require identification acceptable to Bank and not prohibited by the laws governing Company's Account, including a fingerprint of the person presenting the Paper Item. Bank may dishonor the Paper Item if the person refuses to pay this fee or provide the identification Bank requests.

Large Cash Withdrawals.

If Company wants to cash a check (or make a cash withdrawal from Company's Account) for a very large amount, Bank may require five (5) Business Days' advance notice so that it can order the cash from its vault. Bank may, but is not obligated to, require that Company provide adequate security when Company picks up the cash and may also require Company to pick up the cash at Bank's central vault or other location.

Withdrawals at Affiliates.

Company may make withdrawals from Company's Account at an Affiliate, provided the Affiliate agrees. If an Affiliate cashes an Item for Company, Bank may place a hold on Company's Account(s) for a corresponding amount of funds. If the Item is later returned to the Affiliate for any reason, Bank may debit one or more of Company's Accounts for the amount of the Item.

Items Resulting From Company's Disclosure of Company's Account Number.

If Company voluntarily discloses Company's Account number to another person orally, electronically, in writing, or by some other means, and Bank determines that the context of such disclosure implies Company's authorization to debit Company's Account, Bank may treat such disclosure as Company's authorization to that person to issue Items drawn on Company's Account.

Missing Signatures; Alterations; Forgeries.

Bank will have no responsibility for reviewing the number or combination of signatures on an Item drawn on Company's Account. This means that if Company has indicated that more than one signature is required in connection with an Item drawn on Company's Account,

Bank will have no liability to Company if a transaction is conducted on or through Company's Account contrary to the signature requirements Company has specified, provided at least one of the required signatures appears on the Item. Bank will have no liability to Company for failing to detect a forgery of the signature of an Authorized Signer or an alteration of one of Company's Items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

Dates and Special Instructions on Paper Items.

Bank may, without inquiry or liability, pay one of Company's Paper Items even though: (i) special instructions written on the Paper Item indicate that Bank should refuse payment (e.g., "Void after thirty (30) days," "Paid-In-Full," or "Void over \$100"); (ii) the Paper Item is stale-dated (e.g., it bears a date that is more than six (6) months in the past), even if Bank has knowledge of the date on the Paper Item; (iii) the Paper Item is post-dated (e.g., it bears a date in the future), unless an Authorized Signer has given Bank a notice of post-dating; or (iv) the Paper Item is not dated. In addition, Bank may pay in U.S. dollars the amount that has been MICR-encoded on Company's Paper Item, even though Company has purportedly drawn the Paper Item in a foreign currency.

Facsimile or Mechanical Signatures.

If Company has elected to use a facsimile or other mechanical signature (including a stamp) to sign or endorse Paper Items, Bank may rely on that signature (or any signature that purports to be the facsimile or other mechanical signature of an Authorized Signer) as Company's authorized signature without regard to when or by whom or by what means or in what ink color such signature may have been made or affixed to a Paper Item deposited to, drawn on or otherwise debited to Company's Account.

Consumer ACH Debit Entries.

Under the ACH Operating Rules, certain types of ACH entries may only be presented on a consumer account. These entries (each, a "Consumer ACH Debit Entry") include without limitation Point of Purchase ("POP"), account receivable ("ARC"), destroyed check ("XCK") and returned check ("RCK") entries. Bank shall have no obligation to pay, and no liability for paying, any Consumer ACH Debit Entry on Company's Account.

Stop Payment Orders; Notices of Post-Dating

General.

"Stop payment order" refers to both an order to Bank not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay Company's Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to Bank's verification that the Paper Item described in the order has not been paid. This verification may occur subsequent to the time Bank accepts the stop payment order.

Content of Stop Payment Order.

Bank requires the exact (i) name of the payee, (ii) number of Company's Account on which Paper Item is drawn, (iii) Paper Item amount and (iv) the Paper Item number or a range of Paper Item numbers. Bank may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for Bank to stop payment of a Paper Item. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying a Paper Item for which a valid stop payment order is in effect).

Effective Period of Stop Payment Order; Renewal; Revocation.

Bank need not honor a written stop payment order for more than six (6) months. For accounts that do not have Bank's STOP AUTO-RENEWAL Service, Company must renew a stop payment order if Company does not want the stop payment order to expire after six (6)

months. Each renewal is treated as a new stop payment order. For accounts with Bank's STOP AUTO-RENEWAL Service, a stop payment order is subject to annual renewals for up to six (6) twelve-month periods, unless Company has otherwise notified Bank in writing. Bank may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six (6) months old. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

Liability to Holder in Due Course.

Notwithstanding Bank's timely return of any Paper Item due to a valid stop payment order, Company may still be liable under the laws governing Company's Account for the amount of that Item.

Paper Items Paid Over Valid Stop Payment Orders.

If Bank pays a Paper Item over a valid stop payment order, Bank may require Company to provide Bank with an affidavit describing in detail Company's dispute with the payee. If Bank credits Company's Account after paying a post-dated Paper Item over a valid and timely notice of post-dating, Bank may charge Company's Account for the amount of the Paper Item as of the date of the Paper Item.

Overdrafts; Security Interest; Bank's Right to Setoff

Overdrafts and Insufficient Funds.

Bank may, at its option, pay or refuse to pay any Item if it would create an Overdraft on Company's Account, without regard to whether Bank may have previously established a pattern of honoring or dishonoring such an Item. Bank may take either of the following actions if Bank receives an Item drawn on Company's Account and there are insufficient available funds in Company's Account to cover the Item, without prior notice to Company:

- Pay the Item and create an Overdraft on Company's Account.
- Return the Item if the Item would create an Overdraft on Company's Account.

Company agrees to pay Bank's fee that may vary depending on the action Bank takes. Any Overdraft on Company's Account is immediately due and payable, unless Bank agrees otherwise in writing. Company agrees to reimburse Bank for the attorneys' fees and other costs and expenses Bank incurs in recovering the Overdraft (including Overdraft and associated fees). On a Business Day when Bank determines that there are sufficient funds in Company's Account to pay one or more but not all of the Items presented for payment on Company's Account, the order in which Bank posts such Items may affect the number of Items paid and the Overdraft and returned Item fees assessed. When Bank posts Items in the order of highest to lowest dollar amount, the Overdraft and returned Item fees may be more than these fees would be if Bank were to post the Items in the order of lowest to highest dollar amount.

Security Interest; Bank's Right to Setoff.

To secure Company's performance of this Agreement, Company grants Bank a lien on and security interest in Company's Account and Company's accounts with any Affiliate. In addition, Company acknowledges Bank may setoff against any Account(s) (including matured and unmatured time Account(s)) for any obligation Company owes Bank at any time and for any reason as allowed by the laws governing Company's Account. These obligations include both secured and unsecured debts and debts Company owes individually or together with another person. Bank may consider this Agreement as Company's consent to Bank's asserting its security interest or exercising its right of setoff should the laws governing Company's Account require Company's consent. If Company's Account is an unmatured time account, Bank may deduct any early withdrawal fee that may be due as a result of Bank having exercised its right of setoff. If Company has a Sweep Account, Company also authorizes Bank to redeem Company's shares in the Designated Money Market Fund and apply the proceeds to any obligation Company owes Bank. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that Company may have granted to Bank.

Bank Fees and Expenses

General.

Company agrees to pay Bank in accordance with the fee and information schedule. Company also agrees to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of Bank.

Payment of Bank Fees and Expenses; Finance Charges.

Bank may either directly debit Company's Account or invoice Company for Bank fees and expenses and taxes incurred in connection with Company's Account and any Service. If an Earnings Allowance accrues on Company's Account, Bank will periodically apply Company's accrued Earnings Allowance to Bank fees and expenses (unless Bank otherwise indicates in writing). Bank may debit Company's Account (or any other Account Company maintains at Bank) or invoice Company for any amount by which the fees and expenses exceed the accrued Earnings Allowance on Company's Account. Bank may also debit Company's Account (and any other account Company maintains at Bank) for attorneys' fees and any other fees and expenses Bank incurs in exercising its rights under this Agreement including Bank's rights in connection with Overdrafts, Adverse Claims, Legal Process and "Freezing" Company's Account. If there are insufficient funds in Company's Account to cover the debit, Bank may overdraw Company's Account. Company agrees to promptly pay any invoiced amount. Bank may assess finance charges on any invoiced amounts that are not paid within forty-five (45) days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing Company's Account, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and expenses. Debiting of service fees occurs on the twentieth (20th) day of each month, or if the twentieth (20th) day is not a Business Day, on the next succeeding Business Day.

Earnings Allowance.

Each month, the average monthly Investable Balance in a commercial demand deposit account may earn an "Earnings Allowance" which, depending on the arrangement with Bank, may be applied against that month's fees for the account. An Earnings Allowance in excess of the total monthly fees cannot be credited to the account as interest and may not be carried forward to the following month. Earnings Allowances are calculated on a 365/366-day year basis using an "Earnings Allowance Rate," which is a variable rate established by Bank (and which may be as low as zero percent). Bank reserves the right to change this rate at any time without notice to Company. If the account is an interest-bearing account, the account is not eligible to earn an Earnings Allowance.

Checking Subaccounts

For each checking account, Bank may establish on Company's behalf a master account and two subaccounts. All information that is made available to Company about Company's Account will be at the master account level. The subaccounts are comprised of a savings account and a transaction account. On the first day of each month, Bank will allocate funds between the two subaccounts as it deems appropriate. Items received by Bank that are drawn against Company's master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover Items presented against the transaction subaccount as may be needed. On the sixth (6th) transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If Company's Account earns interest, the use of subaccounts will not affect the interest Company earns.

Miscellaneous

Acceptable Form of Paper Items; Document and Image Quality.

Company agrees to comply with Bank's specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on Company's Paper Items Bank's name and address as directed by Bank. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by Bank or any third party. Bank will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any claims, demands, judgments or expenses paid, suffered or incurred by Bank, arising directly or indirectly as a result of or in connection with (i) the untimely return of any Paper Item Company has issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to Bank's Paper Item specifications, including without limitation, failure to include Bank's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by Bank or any third party.

Closing Company's Account.

Company may close Company's Account at any time. Bank may, in its sole discretion, close Company's Account at any time. If Bank closes Company's Account, Bank may send the Collected Balance on deposit in Company's Account by ordinary mail to Company's most recent address shown on Bank's account records. Whether Company or Bank closes Company's Account, Company agrees to maintain on deposit in Company's Account sufficient funds (determined in Bank's sole discretion) to cover outstanding Items to be paid from Company's Account, charge-backs including without limitation returned Deposited Items and Bank's fees and expenses. This Agreement shall continue to govern Company's Account until Bank makes a final disbursement from it. In addition, Bank will not be liable for any loss or damage that may result from dishonoring any of Company's Items that are presented or otherwise received after Company's Account is closed.

Contract Language.

English is the controlling language of the relationship between Company and Bank. Bank may translate its agreements, forms, disclosures and advertisements into another language for Company's convenience. However, if there is a discrepancy between Bank's English language materials and the materials in another language, the English language version is controlling, unless (i) Bank otherwise agrees with Company in writing; or (ii) the laws governing Company's Account specifically provide for a different result.

Credit Reports.

Company authorizes Bank to make any inquiries that Bank considers appropriate to determine if Bank should open and maintain an Account for Company. This may include ordering a credit (or other) report (e.g., information from any motor vehicle department or other state agency) on Company.

Disclosure of Information.

Generally, absent Company's consent, Bank will not disclose information about Company's Account, but may do so under the following circumstances: (i) to comply with the laws governing Company's Account; (ii) in connection with examinations by state and federal banking authorities; (iii) to comply with any legal process, including without limitation a subpoena, search warrant or other order of a government agency or court; (iv) when Bank determines that disclosure is necessary or appropriate in order to complete a transaction; (v) to verify the existence and condition of Company's Account for a third party, such as a merchant or credit bureau; (vi) to provide information to Company's legal representative or successor; (vii) when reporting the involuntary closure of Company's Account; (viii) when Bank concludes that disclosure is necessary to protect Company, Company's Account, or the interests of Bank; (ix) to agents, independent contractors, and other representatives of

Bank in connection with the servicing or processing of Company's Account or Account transactions, Account analysis, or similar purposes; (x) to Bank's Affiliates and affiliated companies; or (xi) if Company gives Company's permission.

Dormant and Unclaimed Accounts.

Company's Account is dormant if, for one year for a checking account or three years for a Commercial savings or time account, there is no customer initiated activity (except where the laws governing Company's Account require otherwise). If Company's Account is dormant, Bank may hold all statements on Company's Account, but Bank's normal maintenance and other fees will continue to be assessed except where prohibited and ATM and Point-of-Sale ("POS") access may be blocked. If Company's Account remains dormant and is unclaimed by Company for the period required under the laws governing Company's Account, Bank is required by those laws to "escheat" the funds; that is, to deliver the funds in Company's Account to the state whose laws govern Company's Account. Bank may charge a fee to Company's Account for mailing an escheat notice. When the funds in Company's Account are delivered to the state, Company's Account is closed, and no interest accrues. To recover funds delivered to the state, Company must file a claim with the state.

Entire Agreement; Headings; No Third Party Beneficiary.

This Agreement constitutes the entire agreement between Company and Bank regarding the subjects addressed in it and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding Company's Account. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

Laws Governing Company's Account.

The laws governing Company's Account include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the Bank office that maintains Company's Account is located (unless Bank has notified Company in writing that the laws of another state shall govern Company's Account), without regard to conflicts of laws principles. If Company's Account was not opened in person at a Bank office (for example, if Company opened its Account by phone, through the mail, or over the Internet), Company's Account will be governed by the laws of the state in which Bank's main office is located, unless Bank notifies Company that its Account has been assigned to a particular Bank office, in which event the laws of the state in which that office is located will govern Company's Account. Any lawsuits, claims, or other proceedings relating in any way to Company's Account, any Service or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award shall be venued exclusively in the courts of the state whose laws govern Company's Account, without regard to conflict of laws principles. Each provision of this Agreement stands alone. Any provision of this Agreement which is inconsistent with the laws governing Company's Account, either in its entirety or with respect to a particular type of transaction or Item, will be deemed modified and applied in a manner consistent with the laws governing Company's Account. Any provision of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or Item, will not affect the enforceability or validity of the remaining provisions of this Agreement.

Minimum Balance Requirements; Other Restrictions.

Bank may impose minimum balance requirements or other applicable limitations, or restrictions on Company's Account, provided such requirements, limitations, or restrictions are disclosed to Company.

Modification of Agreement; Account Conversion.

Bank may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a "modification." When applicable law requires Bank to notify Company of a modification, Bank may do so by posting notice of the modification in Bank or at Bank's home page (www.wellsfargo.com), by including

a message on or with the statement for Company's Account; or by any other means that Bank considers appropriate, unless the laws governing Company's Account requires notice by a specific means. In addition, Bank may agree in writing to waive a provision of this Agreement including without limitation a fee (a "waiver"). Bank may, upon prior written notice to Company, revoke any waiver. Company's continued use of Company's Account or a related Service following the effective date of any modification or revocation of any waiver will show Company's consent to that modification or revocation of waiver. Bank may convert Company's Account to another type of account at any time, provided Bank gives Company any advance notice that may be required.

Monitoring and Recording Communications.

Bank may without liability monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between Company and Bank at any time without further notice to Company, unless further notice is otherwise required by the laws governing Company's Account.

No Fiduciary Relationship.

Bank's relationship with Company concerning Company's Account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between Company and Bank.

Reliance on Bank Records.

Bank may rely solely on its records to determine the form of ownership of and the Authorized Signers on Company's Account.

Reordering Checks.

Company can reorder checks by mailing the reorder form enclosed in Company's current order of checks or by calling Bank at the telephone number shown on the statement for Company's Account. If Company or a third party prints its checks, Bank shall have no liability to Company if Bank is unable to process such checks by automated means.

Transferring an Interest in Company's Account.

Company's Account may not be pledged, assigned, or in any other manner transferred, whether in whole or in part, without Bank's written agreement.

II. Additional Terms Applicable to All Commercial Interest-Bearing, Savings and Time Accounts

Interest-Bearing Accounts

Variable/Fixed-Rate Accounts.

Company's interest-bearing Account may be either a variable-rate or fixed-rate account. Unless Bank has specified otherwise in writing, Company's Account will be a variable-rate account. That means Bank may in its sole discretion change the interest rate on Company's Account at any time. If Company's Account is a fixed-rate account and it is not a time account, Company will be paid the specified interest rate for at least thirty (30) days.

Method Used to Calculate Earned Interest.

Bank may use either the average daily balance or daily balance method to calculate interest. The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal for each day and dividing by the number of days in the period. The daily balance method applies a daily periodic rate to principal each day. Unless Bank has specified otherwise in writing, it will use the daily balance method to calculate interest. If Company's Account is a tiered-rate account, Bank may pay the same interest rate on more than one tier.

Interest Accrual.

If Company deposits a non-cash Item, such as a check, interest begins to accrue no later than the Business Day Bank receives credit for the deposit of that Item. This may not be the same day that Company deposits the non-cash Item to Company's Account.

Compounding and Crediting.

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, Bank will notify Company separately as to the frequency with which interest will be credited to Company's Account.

Target Balance Accounts.

If Company maintains multiple accounts at Bank, Company may, with Bank's consent, designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts." For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes to maintain in such account (the "Target Balance"). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance to the Target Balance. If the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an Overdraft or exceed the Collected Balance then on deposit in the Principal Account.

Interest Adjustments.

An interest adjustment may be reflected on the statement for Company's Account for the month after it occurs rather than the month in which it occurs.

Tax Identification Number Certification.

In most instances, Treasury regulations require Bank to obtain a Tax Identification Number ("TIN") for each account. To avoid backup withholding tax on accounts that earn interest or dividends, Company must submit Internal Revenue Service ("IRS") Form W-9 or Form W-8BEN to Bank. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If Company is a non-resident alien, Company must provide a Form W-8BEN. Other additional forms may be required if Company is a foreign partnership, foreign government, or is claiming an exemption based on Effectively Connected Income. Until Bank has received the completed and signed Form(s) W-9 or W-8BEN, Bank may either not pay interest or pay interest and comply with the backup withholding requirements of the IRS. If Company's Account is an interest-bearing checking or savings account, it will begin earning interest at the rate in effect on the date Bank receives Company's Form(s) W-9 or W-8BEN. If Company's Account is a time account, it will earn interest at the rate in effect on the date opened or the date of last maturity, whichever is later. If, at any time, Bank receives information which indicates that someone other than Company is using the same TIN that Company certified as its TIN on Form W-9, and Bank is not able to determine to its own satisfaction that the TIN has been assigned to Company, Bank may at its option and without notice (i) stop paying interest on Company's Account, (ii) continue paying interest but comply with the backup withholding requirements of the IRS and/or, (iii) take any other action which Bank believes is reasonable in the circumstances. If Company is an individual who owns its Account as a sole proprietor, upon that individual's death, Bank must be provided with the individual's estate's or successor's TIN or Bank may either refuse to pay interest earned on Company's Account since the date of the individual's death or withhold a portion of the interest that has been earned on Company's Account since the date of the individual's death.

Commercial Savings Accounts

Bank's Right to Require Notice.

Bank has the right to require seven (7) days' written notice before Company withdraws money from Company's savings Account.

Limitations on Transfers from Company's Savings Account.

Preauthorized transfers, automatic transfers, online transfers, payments to other persons, and transfers by telephone from Company's savings Account are limited to six (6) a month.

Preauthorized transfers include automatic bill payments, transfers to Company's other Accounts with Bank, or automatic transfers to other persons that Company has authorized Bank to make. If Bank permits transfers from Company's savings Account by check, draft, point of sale POS purchases, check card or any similar order for withdrawal, no more than three (3) of the six (6) transfers may be made by such means in a calendar month or statement cycle. If Bank determines that Company is exceeding the limits described above on more than an occasional basis, Bank will, at its option, either close Company's savings Account, transfer the funds on deposit in Company's Account to another account that Company is eligible to maintain, or terminate Company's right to make transfers and write Items against Company's savings Account.

Commercial Time Accounts

General.

Commercial Time ("time") Accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) calendar days after the date of deposit. Bank may refer to a time account as a "certificate of deposit" or a "CD," even though the time account is not represented by a certificate.

Certificated Time Accounts.

If Company receives a certificate evidencing Company's time Account, Bank may require Company to present the certificate and any amendments to receive payment or transfer ownership.

Maturity Date.

Company's time Account will mature at the end of the term stated on Company's receipt, disclosure or certificate, as applicable.

Time Requirements.

Company agrees to keep Company's funds on deposit until the maturity date. Company may make withdrawals from Company's time Account on the maturity date or within the grace period after that date. Bank will not agree in advance to allow withdrawal before maturity.

Payment of Interest.

If Company has elected a payment of interest other than a credit to Company's time Account, Bank may in its sole discretion terminate it in favor of crediting Company's time Account. Ordinarily, such discretion will be exercised when an interest payment mailed to Company's Account address has been returned undelivered or when an Account to which Company's interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount disclosed in the fee and information schedule.

Additional Deposits.

Other than during the grace period, Company may not make additional deposits to Company's time Account, unless Bank otherwise agrees in writing.

Withdrawal of Interest Prior to Maturity.

A withdrawal of interest prior to maturity will reduce earnings.

Renewal Policies.

If Company's time Account is automatically renewable, at maturity it will renew (i) for a like term; and (ii) at Bank's interest rate in effect on the maturity date for a new time deposit of the same term and amount, unless Bank has notified Company that it will not renew Company's Account. Company may withdraw Company's funds anytime during the grace period without a fee. If Company does, Bank will not pay interest for that period on the funds withdrawn. If Company's time Account is not automatically renewable and Company does not withdraw the funds on the maturity date, the funds will no longer earn interest after the maturity date and will be placed in a non-interest-bearing checking Account.

III. Funds Transfers

General.

Funds transfers to or from Company's Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH") and Clearing House Interbank Payments System ("CHIPS"). The following terms are in addition to, and not in place of, any other agreements between Company and Bank regarding funds transfers.

Notice of Receipt of Funds.

Unless Bank has otherwise agreed in writing, it will notify Company of funds electronically debited or credited to Company's Account through the statement for Company's Account covering the period in which the transaction occurred. Bank is under no obligation to provide Company with any additional notice or receipt.

Reliance on Identification Numbers.

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

Duty to Report Unauthorized and Erroneous Fund Transfers.

Company agrees to exercise ordinary care to determine whether a fund transfer to or from Company's Account was either erroneous or not authorized and will notify Bank of the facts within a reasonable time not exceeding fourteen (14) days after Bank sends or makes available to Company the statement for Company's Account on which the transfer appears or Company otherwise has notice of the transfer, whichever is earlier. Company will be precluded from asserting that Bank is not entitled to retain payment unless Company objects to payment within the fourteen (14) day period.

Erroneous Payment Orders.

Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by Company or to pay an amount greater than the amount intended by Company, or an erroneous transmission of a duplicate payment order previously sent by Company). Should Bank detect an error on one or more occasions, it shall not be construed as obligating Bank to detect errors in any future payment order.

Automated Clearing House (ACH) Transactions.

The following terms apply to payments to or from Company's Account that are transmitted through an ACH:

- Company's rights as to payments to or from Company's Account will be governed by the laws that govern Company's Account.
- Credit given by a receiving bank to its customer for a payment from Company's Account is provisional until final settlement has been made or until payment is considered received under the laws that govern Company's Account.
- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and Company, as the originator of the payment will not be considered to have paid Company's customer.
- If a payment is made to Company's Account and Bank does not receive final settlement or payment is not received under the laws governing Company's Account, Company will not be considered to have received payment, and Bank will be entitled to reimbursement from Company for that payment.
- Company hereby authorizes any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to Company's Account for electronic presentment or re-presentment of Items written or authorized by Company.

IV. Selected Services

ATM Deposit Service.

Company may elect to utilize Bank's ATM Deposit Service by completing and returning to Bank an ATM Deposit Service Setup Form. This Service allows Company to make deposits to Company's Account using a Treasury Express Deposit® card ("Deposit Card") and a designated Wells Fargo® ATM ("ATM"). Company shall make such deposits according to the instructions Bank provides and shall gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"), the risk of misuse of both of which Company assumes. Bank will provisionally credit each deposit to Company's Account based on the amount Company keys into the ATM. Company will receive same-day availability for cash subject to the standard cut-off time established for the ATM into which the deposit was made and Bank's funds availability policy applicable to Company's Account. If the dollar amount of Company's deposit as determined by Bank differs from Company's total (as shown on Company's ATM receipt), Bank will send Company a statement showing the amount of this difference. Company agrees Bank's count of the dollar amount of Company's deposit will be conclusive and binding on Company. Company will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If Company claims any portion of a deposit was lost or stolen while in Bank's custody, Company acknowledges Company has the burden of proving its claim. If Company orders supplies for the ATM Deposit Service through the ATM, Company authorizes Bank to initiate debits to Company's Account and credits to the accounts of third party vendors to cover the cost of such supplies provided to Company. Such transfers may be processed through an automated clearing house or any other means chosen by Bank and will be subject to the rules of the funds transfer system used by Bank. Company's authorization will remain in full force and effect until Bank has received written notification from Company of its termination in such time and manner as to afford Bank and any third party vendor a reasonable opportunity to act on it.

Treasury Express Deposit® Service.

If Company elects to utilize Bank's Treasury Express Deposit ("TED") Service, Company will prepare, package and deliver TED deposits to Bank in accordance with Bank's instructions. Bank will provisionally credit Company's Account for the currency shown on the deposit ticket enclosed in Company's TED bag as follows: (i) same day credit for deposits delivered to an office of Bank before that office's cut-off time on any Business Day or for deposits placed in night depository of Bank before 6:00 a.m. on any Business Day; or (ii) next Business Day credit for deposits delivered to an office of Bank on any Business Day on or after Bank's office's cut-off time or on any non-Business Day. All TED deposits are subject to Bank's acceptance and verification. Bank will verify the currency in Company's TED bag either at a later time in Bank's office or when Company's TED bag is delivered to Bank's cash vault. Checks will be verified when they are delivered to Bank's check processing center. Bank reserves the right to adjust (debit or credit) Company's Account if Bank determines that the amount shown on Company's deposit ticket is incorrect. Because the frequency of armored courier transportation from Bank's offices to Bank's vaults varies from office to office, the time it takes to verify Company's TED deposit may vary, depending on the office to which Company's TED bag is delivered. In most cases, adjustments will be made and notification will be sent within three (3) Business Days. Adjustments will be effective when they are processed.

Addendum



Wells Fargo Bank, N. A. Commercial Account Agreement

Exhibit A. 4

Effective May 1, 2005, the Wells Fargo Bank Commercial Account Agreement, the Wells Fargo Wholesale Demand Deposit Account Disclosure Statement, the Norwest Deposit Account Agreement and any similar document between Company or a predecessor to Company and Wells Fargo Bank, N.A. or a predecessor to Wells Fargo Bank, N. A., (each, "the Agreement") is amended by the addition of these new provisions:

Substitute Checks

A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that Company made a payment. Any Paper Item Company issues or deposits that are returned to Company may be returned in the form of a substitute check. Even if Company has cancelled Items returned with the statements for Company's Account, Bank may in its sole discretion withhold substitute checks therefrom. Company agrees Company will not transfer a substitute check to Bank, by deposit or otherwise, if Bank would be the first financial institution to take the substitute check, unless Bank has expressly agreed in writing to take it.

Item.

An "Item" includes a check, substitute check, purported substitute check, electronic item, draft, demand draft, preauthorized draft, remotely created item, remotely created consumer item, image replacement document or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip), automatic transfer, and electronic transaction (including a wire or ACH transfer and a Consumer ACH Debit Entry), any written document created or authorized in Company's name that would be a check or draft but for the fact that it has not been signed, and a cash-in ticket or a deposit adjustment or a photocopy or an image of any of the foregoing.

Paper Item

A "Paper Item" is an Item that is in paper form.

Acceptable Form of Paper Items; Document and Image Quality.

Company agrees to comply with Bank's specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on Company's Paper Items Bank's name and address as directed by Bank. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by Bank or any third party. Bank will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any claims, demands, judgments or expenses paid, suffered or incurred by Bank, arising directly or indirectly as a result of or in connection with (i) the untimely return of any Paper Item Company has issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to Bank's Paper Item specifications, including without limitation, failure to include Bank's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by Bank or any third party.

Except as modified above, the Agreement remains in full force and effect. In the event of a conflict between the Agreement and this Addendum, this Addendum will control.

MASTER REPURCHASE AGREEMENT

WELLS
FARGO

Exhibit A.5

This Master Repurchase Agreement is between Wells Fargo Bank, N. A. and _____, ("Company"). This Agreement is the "Repurchase Agreement" referred to in the *Wells Fargo® Stagecoach SweepSM* Service Description, ("Service Description") which supplements the Master Agreement for Treasury Management Services between Wells Fargo and Company.. This Agreement is incorporated by reference into the Service Description.

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

- (a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;
- (b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof
- (c) "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (d) "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;
- (e) "Confirmation", the meaning specified in Paragraph 3(b) hereof;
- (f) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

- (g) "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;
- (h) "Margin Excess", the meaning specified in Paragraph 4(b) hereof;
- (i) "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);
- (j) "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);
- (k) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);
- (l) "Pricing Rate", the per annum percentage rate for determination of the Price Differential;
- (m) "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);
- (n) "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;
- (o) "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;
- (p) "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;
- (q) "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;
- (r) "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;
- (s) "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (t) "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination

- (a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.
- (b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.
- (c) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance

- (a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).
- (b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).
- (c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.
- (d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

- (e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).
- (f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

5. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy any lien or to obtain substitute securities.

8. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

9. Substitution

- (a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.
- (b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

- (a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The

nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

- (b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.
- (c) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.
- (d) If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:
 - (i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and
 - (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

- (e) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.
- (f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph.

- (g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.
- (h) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.
- (i) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in the signature block for such party at the end of this Agreement, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Non-assignability; Termination

- (a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

- (b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets

- (a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.
- (b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.
- (c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent

- (a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- (b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.
- (c) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

- (d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

- (a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;
- (b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and
- (c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

Bank

WELLS FARGO BANK, N. A.

Address

By: _____

Title: _____

Date: _____

Company

(Company Name)

Address

By: _____

Title: _____

Date: _____

Annex I
Supplemental Terms and Conditions

Wells Fargo Bank, N. A.

This Annex I forms a part of the Master Repurchase Agreement dated as of _____, 20____ (the "Agreement") between Wells Fargo Bank, N. A. and _____. Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement. This Annex I and the Agreement are part of the *Stagecoach Sweep* Service Description, which is incorporated into the Master Agreement for Treasury Management Services between Bank and Company.

The following terms and conditions hereby supplement and/or modify the Master Repurchase Agreement between _____ and Wells Fargo Bank, N. A.

1. In cases in which Wells Fargo Bank, N. A. is Seller, Seller and Buyer agree that notwithstanding anything in the Master Repurchase Agreement to the contrary, the transfer and delivery of the Purchased Securities may be accomplished by segregation in bulk of the Purchased Securities together with other securities being held for the benefit of third parties in connection with other repurchase agreements by Wells Fargo Bank, N. A. or its Custodian. On the Repurchase Date the Purchased Securities shall be released to Wells Fargo Bank, N. A. account.

2. The last sentence of Paragraph 3(b) of the Agreement is amended to read as follows:

In the event of any conflict between the terms of such Confirmation and this Agreement, such Confirmation shall prevail.

3. The following 2 paragraphs shall be added to Paragraph 9 of the Agreement:

(c) In the case of any Transaction for which the Repurchase Date is other than the business day immediately following the Purchase Date and with respect to which Seller does not have any existing right to substitute substantially the same Securities for the Purchased Securities, Seller shall have the right, subject to the proviso to this sentence, upon notice to Buyer, which notice shall be given at or prior to 10 am (Eastern time) on such business day, to substitute substantially the same Securities for any Purchased Securities; provided, however, that Buyer may elect, by the close of business on the business day notice is received, or by the close of the next business day if notice is given after 10 am (Eastern time) on such day, not to accept such substitution. In the event such substitution is accepted by Buyer, such substitution shall be made by Seller's transfer to Buyer of such other Securities and Buyer's transfer to Seller of such Purchased Securities, and after such substitution, the substituted Securities shall be deemed to be Purchased Securities. In the event Buyer elects not to accept such substitution, Buyer shall offer Seller the right to terminate the Transaction.

(d) In the event Seller exercises its right to substitute or terminate under sub-paragraph (c), Seller shall be obligated to pay to Buyer, by the close of the business day of such substitution or termination, as the case may be, an amount equal to (A) Buyer's actual cost (including all fees, expenses and commissions) of (i) entering into replacement transactions; (ii) entering into or terminating hedge transactions; and/or (iii) terminating transactions or substituting securities in like transactions with third parties in connection with or as a result of such substitution or termination, and (B) to the extent Buyer determines not to enter into replacement transactions, the loss incurred by Buyer directly arising or resulting from such substitution or termination. The foregoing amounts shall be solely determined and calculated by Buyer in good faith.

This Annex I forms a part of the Master Repurchase Agreement dated as of _____, 20____ (the "Agreement") between Wells Fargo Bank, N. A. and_____. Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

WELLS FARGO BANK, N. A.

(Company Name)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A. 6

Contract for Deposit of Moneys

THIS CONTRACT, relating to the deposit of moneys, is made as of the [] day of [], 20[], between [] ("Treasurer") acting in his or her official capacity as Treasurer of [] ("Depositor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank"), having a shareholder's equity of \$26,397,000,000.00 on December 31, 2007, and is made with reference to the following facts:

WHEREAS, the Treasurer proposes to deposit in the Bank from time to time, moneys in his or her custody in an aggregate amount on deposit at any one time not to exceed the total shareholder's equity of the Bank, and said moneys will be deposited subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the **State of California** (the "Local Agency Deposit Security Law").

WHEREAS, the Government Code requires the Treasurer to enter into a contract with the Bank setting forth the conditions upon which said moneys are deposited.

WHEREAS, in the judgment of the Treasurer, this Contract is to the public advantage.

NOW, THEREFORE, the parties agree as follows:

1. This Contract cancels and supersedes any previous contracts between the Treasurer and the Bank relating to the method of collateralization of Depositor's deposits. To the extent not inconsistent herewith, any such deposit shall be subject to the terms and conditions of the Bank's standard disclosure statement (as in effect from time to time) for deposits of that type.

2. This contract, but not deposits then held hereunder, is subject to termination by the Treasurer or the Bank at any time upon 30 days' written notice. Deposits may be withdrawn in accordance with the agreement of the parties and applicable federal and state statutes, rules and regulations. This contract is subject to modification or termination upon enactment of any statute, rule, or regulation, state or federal, which, in the opinion of the Administrator of Local Agency Security of the **State of California** (the "Administrator"), is inconsistent herewith, including any change relative to the payment of interest upon moneys so deposited by the Treasurer. The Treasurer may withdraw Depositor's deposits from the Bank immediately upon receiving notice from the Administrator that the Bank has failed to pay assessments, fines or penalties assessed by the Administrator. The Treasurer may immediately upon receiving notice from the Administrator withdraw authorization for the placement of securities with the Agent of the Bank in the event that the Agent of the Bank fails to pay fines or penalties assessed by the Administrator.

3. Interest shall accrue on any moneys so deposited as permitted by any act of Congress of the United States or by any rule or regulation of any department or agency of the Federal Government. If interest may legally be paid on the account into which the moneys are deposited, then all moneys deposited shall bear interest at a rate agreed upon by the Treasurer and the Bank.

4. The Bank shall issue to the Treasurer for each deposit a receipt on a form agreed to by the Bank and the Treasurer, stating the interest to be paid (if any), the duration of the deposit (if appropriate), the frequency of interest payments (if any) and the terms of withdrawal. Each such deposit receipt is by reference made a part of this contract.

5. The Bank will maintain at all times with the Agent of the Bank as security for Depositor's deposits: (a) eligible securities of the classes described in Government Code Section 53651 (except subdivisions (m) and (p)) having a market value at least 10% in excess of the total amount of deposits secured by those securities, (b) eligible securities of the class described in subdivision (m) of Government Code Section 53651 having a market value at least 50% in excess of the total amount of deposits secured by those securities and (c) eligible securities of the class described in subdivision (p) of Government Code Section 53651 having a market value at least 5% in excess of the total amount of deposits secured by those securities. If the Administrator determines that a security is not qualified to secure public deposits, the Bank will substitute other securities to comply with the requirements of this Paragraph.

6. The Treasurer hereby waives security for that portion of the total amount on deposit which is insured pursuant to Federal law.

7. The Agent of the Bank, which the Treasurer and the Bank hereby authorize to hold the eligible securities posted as collateral under this contract, is **BNY TRUST COMPANY**. The Agent of the Bank has filed with the Administrator an agreement to comply in all respects with all provisions of the Local Agency Deposit Security Law.

8. Authority for placement of securities for safekeeping in accordance with Government Code Section 53659 is hereby granted to the Agent of the Bank, including placement with any one or more Federal Reserve Banks or branches thereof.

9. If the Bank fails to pay all or part of any moneys of the Depositor on deposit with the Bank which are subject to this contract when ordered to do so in accordance with the terms of withdrawal set forth on the applicable deposit receipt, the Treasurer will immediately notify the Administrator in writing. Action of the Administrator in converting the collateral required by Paragraph 5 above for the benefit of the Depositor is governed by Government Code Section 53665.

10. The Bank may add, substitute or withdraw eligible securities being used as security for deposits made hereunder in accordance with Government Code Section 53654, provided the requirements of Paragraph 5 above are met.

11. The Bank shall have and hereby reserves the right to collect and retain for the Bank's own account the interest or income on the securities, except in cases where the securities are liable to sale or are sold or converted in accordance with the provisions of Government Code Section 53665.

12. The Bank will pay all expenses incurred in transporting eligible securities maintained as collateral for moneys on deposit to and from the Agent of the Bank. The Depositor will pay (or promptly reimburse the Bank for or otherwise compensate the Bank for) all expenses incurred in transporting all moneys deposited with the Bank to and from the Depositor's offices. The Depositor will pay the Bank (or otherwise compensate the Bank for) the fees and charges stated in the Bank's then current Schedule of Charges (unless the Bank and the Treasurer otherwise agree) for handling, collecting and paying all checks, drafts and other exchange or securities according to the Bank's standard practices.

13. This contract, the parties hereto, and all deposits governed by this contract shall comply with and be subject in all respects to the Local Agency Deposit Security Law, and all other state and federal laws, statutes, rules and regulations applicable to such deposits, whether now in force or hereafter enacted to promulgated, all of which are by this reference made a part hereof.

IN WITNESS WHEREOF, the Treasurer in his or her official capacity on behalf of the Depositor, and the Bank by its duly authorized officer, have signed this contract in triplicate as of the day and year first above-mentioned.

TREASURER
of:

Name of Local Agency Depositor

By:

Address:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:

Title:

Address: 333 Market Street MAC: A0119-173

San Francisco, CA 94105

EXHIBIT B

Compensation

Wells Fargo Treasury Management Pricing

Town of Atherton

Pricing as of April 2009

<u>Service Description</u>	<u>Charge Basis</u>	<u>Price</u>
ACH Fraud Filter		
ACH CEO Fraud Filter Stop Mthlybase	account	5.00000
ACH General		
ACH Transit One Day	transaction	0.07000
ACH On-Us One Day	transaction	0.06000
		10.0000
ACH Transmission Charge	batch/file	0
		20.0000
Internet ACH Base Fee	company ID	0
Internet ACH Batch Release	batch/file	4.00000
Internet ACH One Day Item	transaction	0.08000
Account Reconciliation		
ARP Register Input CEO - Item	check issued	0.05000
ARP Checks Paid - Full Recon	check paid	0.08000
ARP Full Recon - Transmission Item	check issued	0.04000
		45.0000
ARP Monthly Base - Full	account	0
ARP Optional Reports	report	8.00000
		10.0000
ARP Output - Transmission	transmission	0
Branch Services / Store Channel		
Payee Valid Non Acct Hlder-Chk Cash	checks cashed	0.00000
Desktop Deposit/Electronic Check		
Desktop Deposit Credit Posted	credit	1.00000
Desktop Deposit Discretionary Data	record	0.05000
Desktop Deposit-Wfargo Deposit Item	check deposited	0.06000
Legacy-Desktop Deposit-Non Wfargo L	check deposited	0.06500
Desktop Deposit-Non Wfargo Dep Item	check deposited	0.09000
General Account Services		
		10.0000
Account Maintenance-Chéxstor	account	0
		10.0000
Zero Balance Monthly Base	account	0
Debits Posted	debit	0.10000
Credits Posted	credit	1.25000

Electronic Credits Posted	credit	0.10000
ACH Received Item	transaction	0.07000

General Disbursement Services

Stop Payment - PC	stop payment	7.50000

Miscellaneous Services

FDIC Assessment Per Thousand	per thousand of ledger balance	0.19283
FDIC Assessment Per Thousand	per thousand of ledger balance	0.10950

Positive Pay

Payee Validation Standard-Item	check	0.01000

Returned Items

Return Item - Chargeback	item	2.00000
Return Item Redeposited	item	1.25000

Sweep

Sweep Stagecoach Invest Mthly Base	account	0.00000

Service Description

Charge Basis

Price

Unencoded Deposits

Deposited Checks - On Us	check deposited	0.06000
Deposited Checks - Local Clearing	check deposited	0.06500
Deposited Checks - Regional	check deposited	0.07000
Deposited Checks - Transit	check deposited	0.09000

Wells Tax

CEO WellsTAX Payment	transaction	2.50000
CEO WellsTAX Subscription Per Acct	access code	5.00000

Wires

Wire IN Domestic	transfer	5.50000
Wire - Book Transfer - CEO	transfer	5.50000
Wire-Outgoing Domestic/Drawdown-CEO	transfer	6.50000

Setup Charges

ACH Fraud Filter - Set Up	account	0.00000
Internet ACH Set Up Fee	setup	0.00000
ARP Set Up - Full	account	0.00000
WellsTAX Access Code Set Up	access code	0.00000

Total Setup Charges

**AMENDMENT TO STATE OF CALIFORNIA
MASTER SERVICES AGREEMENT CARD PAYMENT ACCEPTANCE**

This Amendment (the "Amendment") is to the State of California Master Services Agreement Card Payment Acceptance (the "Agreement") and is entered into on the last date signed below (the "Effective Date") between **Wells Fargo Merchant Services, L.L.C.**, with offices at 265 Broad Hollow Road, Melville, NY 11747 and **Wells Fargo Bank, N.A.**, with offices at 1200 Montego Way, Walnut Creek, CA 94598 (collectively, "WFMS" or "We" or "Us") and **Town of Atherton**, located at 91 Ashfield Road, Atherton, CA 94027 (hereinafter collectively referred to as "MERCHANT").

WITNESSETH:

WHEREAS, WFMS and MERCHANT have fully negotiated in good faith and agreed to revise and/or modify certain provisions of the Agreement, and now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived from the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, WFMS and MERCHANT agree that the terms set forth below shall be incorporated into, and become a part of, the Agreement and the parties further agree to be legally bound by the following new terms and to amend the Agreement as follows:

1. MERCHANT agrees to be bound by all of the terms and conditions of the Agreement.
2. The term (the "Term") of the Agreement shall run for three (3) years from the Effective Date of this Amendment.
3. During the Term of the Agreement, MERCHANT will receive the pricing terms set forth on the attached Schedule A (the "Pricing Terms"), which is incorporated by reference herein and made a part of the Amendment and the Agreement. The Pricing Terms may not be changed or increased by WFMS during the Term of the Agreement, unless agreed to in writing by both parties. Notwithstanding the foregoing, the Pricing Terms may be changed or increased by WFMS during the Term to reflect increases or decreases by Associations in interchange, assessments, and other Association fees or to pass through increases charged by third parties for on-line communications and similar items.
4. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment as of the _____ day of _____, 200__.

Town of Atherton

By: _____

Title: _____

Print Name: _____

Date: _____

**Wells Fargo Merchant Services, L.L.C.
and Wells Fargo Bank, N.A.**

By: _____

Title: _____

Print Name: _____

Date: _____

Town of Atherton

Proposal Date: 09/04/09

Sales Consultant: TRACY SLOAN

Schedule A

Assumptions

Credit Card Volume	\$160,000
Average Transaction Size	\$560
Number of Locations	1
Anticipated Interchange Levels	Public Sector: 032 020/038
Communications Method	Dial
Internet Gateway	Other Gateway - direct bill to client
Pricing Method	Interchange + Assessments + Rate

Credit Card Processing Fees ¹

Interchange Plus the Following Fees:

0.080% On Gross Visa, MasterCard and Discover @ Network Card Sales

0.0925% Assessments On Gross Visa and Discover @ Network Card Sales

0.095% Assessments On Gross MC Sales

PIN Debit & Electronic Benefits Transfer (EBT) Processing Fees

PIN DEBIT NOT ENTITLED

EBT NOT ENTITLED

Applicable Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined). Applicable Debit Network Interchange fees are passed through on completed PIN Debit transactions only.

Applicable Fee Schedules:

Visa/MasterCard/Discover @ Network Card Interchange Qualification Matrix <https://www.wellsfargo.com/biz/interchangeplus>

Debit Network Fee Schedule (if applicable) <https://www.wellsfargo.com/biz/merchantdebitfees>

If you do not have internet access, please contact your Merchant Card Representative and request that a copy of the applicable fee schedule be mailed or faxed to you.

Other Processing Fees

Set-Up Fee	WAIVED	\$	50.00	WAIVED
Monthly Minimum Processing Fee		\$	-	per month
Chargeback Fee ²		\$	-	per chargeback
Monthly Internet Service Fee (per Internet location)		\$	31.00	per month
Statement Billing Fee (Paper Statement) ⁸		\$	-	per month
Bank Wire Transfer Fee		\$	5.00	per wire transfer
ACH Reject Fee		\$	10.00	per reject
Voice Authorization Fee		\$	-	per attempt
Annual Fee	WAIVED	\$	45.00	WAIVED
Authorization/EDC Fee - Visa (Credit and Non-PIN Debit) ³		\$	-	per attempt
Authorization/EDC Fee - MasterCard (Credit and Non-PIN Debit) ³		\$	-	per attempt
Authorization/EDC Fee - Discover @ Network Card (Credit and Non-PIN Debit) ^{3,5}		\$	-	per attempt
Electronic Address Verification Service Fee		\$	-	per attempt
Voice (Manual) Address Verification Fee		\$	-	per attempt
Annual Compliance Support Fee ⁴	WAIVED	\$	40.00	WAIVED
Foreign Handling Fee (on Visa/MasterCard foreign card transactions)			0.10%	on foreign card sales
Non Bank Card Authorization (Discover EASI ⁷ , JCB, AMEX)		\$	0.075	per attempt
Non Bank Card Capture Fee (Discover EASI ⁷ , JCB, AMEX and AMEX - split dial)		\$	-	per attempt
American Express fees and rates	Not Accepted			
JCB Licensing	Not Accepted			
Terminal Reprogramming Fee (Terminal) - Applies to Customer Owned Terminals Only		\$	75.00	per unit
Terminal Reprogramming Fee - Integrated Terminal - Applies to Customer Owned Integrated Terminals Only		\$	150.00	per unit
Security Swap Fee for PIN Debit - Applies to Customer Owned PIN Pads Only		\$	75.00	per unit
Card Imprinter Option			no imprinter	
ClientLine	Selected: Yes		waived	/month/user I.D.

Additional Pass Through Fees

Visa International Service Fee ⁶	0.40%	per Non-US issued Visa transaction
MC Cross Border Fee ⁶	0.30%	per Non-US issued MC transaction settled in US\$
MC Cross Border Fee (non USD) ⁶	0.40%	per Non-US issued MC transaction settled in non-US\$
Visa Misuse of Authorization Fee ⁹ (Effective October 1, 2009)	\$ 0.045	per attempt
Visa Zero Amount Fee / Visa Zero Amount Fee and AVS ¹⁰ (Effective July 1, 2009)	\$ 0.025	per attempt
Visa Zero Floor Limit Fee ¹¹ (Effective July 1, 2009)	\$ 0.10	per transaction
Visa Authorization Processing Fee ¹² (Effective July 1, 2009)	\$ 0.0195	per attempt
MC Network Access Usage Fee ¹³	\$ 0.0185	per US acquired MC gross sales and return transaction

Merchant Initials _____

Wells Fargo Merchant Services, L.L.C. - (WFMS - Pricing Terms)

Town of Atherton

Proposal Date:

09/04/09

Sales Consultant:

TRACY SLOAN

Assumptions

Credit Card Volume	\$160,000
Average Transaction Size	\$560
Number of Locations	1
Anticipated Interchange Levels	Public Sector: 032 020/038
Communications Method	Dial
Internet Gateway	Other Gateway - direct bill to client
Pricing Method	Interchange + Assessments + Rate

- 1) Credit Card and Non-PIN Debit Processing Fees include applicable interchange fees (Visa, MasterCard and Discover ® Network), dues and assessments and other pass-through costs. "Discover ® Network Cards" refers to the authorization, processing and settlement of Discover ® Network Cards. "Discover EASI" refers to the use of our services for authorization and/or capture of Discover ® Network Cards only.
- 2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that Client will not be subject to a chargeback or debit.
- 3) Authorization/EDC Fee applies to all Visa, MasterCard and Discover ® Network Card approval (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees.
- 4) The Annual Compliance Support Fee will be assessed and deducted from your Settlement Account at each anniversary date after the effective date.
- 5) Discover Authorization/EDC Fee applies to those merchants that process transactions using Discover ® Network Cards.
- 6) A MasterCard Cross-border or Visa International Service fee is any transaction in which Client's country of domicile differs from the country where the card was issued.
- 7) Non Bank Card authorization and/or capture fee applies to those merchants that process transactions using Discover EASI. If applicable, the Additional Services page will contain the rates billed to Client by Discover.
- 8) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement online instead of receiving a paper copy by mail. Please visit myclientline.net to enroll. After ClientLine has been activated, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed.
- 9) The Visa Misuse of Authorization Fee will be assessed to approved and partially-approved electronic authorizations that cannot be matched to a settled transaction within the following timeframe: Travel and Entertainment (T&E) merchants = 20 days; all others = 10 days. If an authorization was attempted and received but the transaction was not settled, you must electronically reverse the authorization within 24 hours for all card present transactions and 72 hours for all card not present transactions.
- 10) The Visa Zero Amount Fee/ Visa Zero Amount Fee and AVS applies to Zero Dollar Verification messages (approved and declined). Zero Dollar Verification messages include the verification of the card account number, address verification (through the Address Verification Service), Card Verification Value 2 (CVV2) and Single Message System (SMS) acquired Account Verification authorizations. The Visa Misuse of Authorization Fee does not apply to these requests.
- 11) The Visa Zero Floor Limit Fee will be assessed on settled transactions that cannot be matched to previously approved or partially-approved electronic authorizations.
- 12) The Visa Authorization Processing Fee applies to all Visa branded authorizations acquired in the US regardless of where the issuer or cardholder is located. This fee will not apply to Zero Dollar Verification messages or authorization reversals.
- 13) The MasterCard Network Access Usage Fee applies to each US acquired MasterCard gross sales and return transaction. This fee applies to transactions from US merchants for US cardholders.

If Client has selected to accept TeleCheck Services, see Section 36 of the Program Guide for the terms and conditions. If applicable, the Additional Services page will contain the fees and rates billed to Client by TeleCheck.

If Client does not follow proper authorization procedures, a \$50 chargeback handling fee will be assessed on MasterCard transactions.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 60 days from the proposal date stated above.

See Section 37.3 of the Program Guide for early termination fees.

Fees for shipping and handling will be assessed as applicable.

Merchant Initials _____

Town of Atherton

Proposal Date: 09/04/09

Sales Consultant: TRACY SLOAN

Assumptions

Credit Card Volume	\$160,000
Average Transaction Size	\$560
Number of Locations	1
Anticipated Interchange Levels	Public Sector: 032 020/038
Communications Method	Dial
Internet Gateway	Other Gateway - direct bill to client
Pricing Method	Interchange + Assessments + Rate

Additional Notes:**Processing Solutions**

Type	Quantity	Financing Method	Total w/o TAX
Hypercom T7Plus 1MG	1	Purchase	\$360.00

Merchant Signature: _____

Date: _____

Print Name: _____



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE
OF COMPLETION AND APPROVAL OF CONTRACT CHANGE
ORDERS IN THE AMOUNT OF \$7,244.91 FOR THE HOLBROOK-
PALMER PARK SEWER IMPROVEMENT PROJECT NUMBER 08-027**

RECOMMENDATION

Pass a motion accepting work, authorizing recording of a notice of completion and approving contract change orders in the amount of \$7,244.91 for the Holbrook-Palmer Park Sewer Improvement Project Number 08-027.

INTRODUCTION

The Council awarded a contract in April 15, 2009 to Casey Construction for \$44,700, with a \$4,470 construction contingency, for a total authorized amount of \$49,170. In May of 2009 an additional \$8,310 was approved, increasing the authorized amount to \$57,480. Work under the contract has been completed.

ANALYSIS

The original contract price was for \$44,700. There were 2 field directive change orders totaling \$7,244.91 and bringing the total contract to \$51,944.91. The contract changes were as follows:

1. Original Contract \$ 44,700.00
2. Change Order No. 1- Replace sewer line in Pavilion, install 4"
Lateral, and install drinking fountain \$ 4,644.00
(Previously approved at the May council meeting for up to \$8,310)
3. Change Order No. 2 – Repair irrigation and existing water lines \$ 2,600.91

TOTAL \$ 51,944.91

FISCAL IMPACT

Parcel Tax funds in the amount of \$300,000.00 are budgeted for this project in FY 2008-09. The final cost of this segment of work is \$51,944.91, \$248,055.09 less than the budget estimate.

CONCLUSION:

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

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachment: Notice of Completion
Certificate of Completion

RECORD REQUESTED BY:

TOWN OF ATHERTON

AND WHEN RECORDED MAIL TO:

CITY CLERK, TOWN OF ATHERTON

91 ASHFIELD ROAD

(Street Address)

ATHERTON, CALIFORNIA 94027

(City, State and Zip Code)

No fee pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TOWN OF ATHERTON
NOTICE OF COMPLETION**

**HOLBROOK-PALMER PARK SEWER IMPROVEMENT PROJECT
PROJECT NO. 08-027
ATHERTON, CALIFORNIA**

NOTICE IS HEREBY GIVEN THAT Duncan L. Jones, Engineer of Work for the Town of Atherton, County of San Mateo, California, on the 16th day of September 2009 did file with the City Clerk of said Town a Certificate of Completion for the work described in the construction contract awarded to Casey Construction on, the 15th day of April, 2009, said contract being executed on the 4th day of May 2009.

That said work and improvements were accepted as completed on the 29th day of May, 2009 and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 16th day of September, 2009, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is International Fidelity Insurance Company, 1575 Treat Boulevard, Suite 208, Walnut Creek, CA 94598.

That said work and improvements consisted of Sewer Improvement as described in the plans and specifications approved by the City Council of the Town of Atherton pursuant to motion, adopted the 15th day of April, 2009.

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

BY: _____
City Engineer

Date

ATTEST: _____
City Clerk

Date

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

(Date and Place)

(Signature)

**TOWN OF ATHERTON
CERTIFICATE OF COMPLETION**

PROJECT NAME: **HOLBROOK-PALMER PARK SEWER IMPROVEMENT PROJECT**
PROJECT NUMBER: **08-027**
LOCATION: **Holbrook-Palmer Park**

NOTICE IS HEREBY GIVEN:

1. That on May 29, 2009, the Public Works project known as HOLBROOK-PALMER PARK SEWER IMPROVEMENT PROJECT, Project Number 08-027, was completed in accordance with the plans and specifications as required by the Town of Atherton.
2. That the name and address of the party filling this notice is:

Town of Atherton
91 Ashfield Road
Atherton, California 94027.
3. That the name and address of the Contractor responsible for the construction of the project is:

Casey Construction, Inc.
620 Handley Trail
Emerald Hills, CA 94062
4. That the name and address of the Contractor's surety is:

International Fidelity Insurance Company
1575 Treat Boulevard
Suite 208
Walnut Creek, CA 94598
5. That the project is described as:

Sewer Improvement, as more particularly described in the plans and specification approved by the City Council of the Town of Atherton pursuant to Motion, adopted the 15th day of April, 2009.

BY:

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

Date

ATTEST:

Theresa Della Santa
Deputy City Clerk

Date



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE
OF COMPLETION AND APPROVAL OF CONTRACT CHANGE
ORDERS IN THE AMOUNT OF \$31,412.92 FOR THE STREET
RECONSTRUCTION PHASE 5 PROJECT NUMBER 08-023**

RECOMMENDATION

Pass a motion accepting work, authorizing recording of a notice of completion and approving contract change orders in the amount of \$31,412.92 for the Street Reconstruction – Phase 5 Project Number 08-023.

INTRODUCTION

The Council awarded a contract in March of 2009 to Independent Construction for \$428,331.65, with a \$42,833.17 construction contingency, for a total authorized amount of \$471,164.65. In July of 2009 an additional \$48,798.58 was approved, increasing the authorized amount to \$519,963.40. Work under the contract has been completed.

ANALYSIS

The original contract price was for \$428,331.65. There were 5 field directive change orders totaling \$58,633.85, quantity decreases of \$13,568.46, and asphalt price adjustment of \$19,768.65, bringing the total contract to \$492,820.20. The contract changes were as follows:

1. Original Contract	\$ 428,331.16
2. Quantity Decreases	\$ -13,568.46
3. Change Order No. 1- Subgrade stabilization (Previously approved at the Aug. 2009 Council Meeting)	\$ 46,644.58
4. Change Order No. 2 - Re-survey Fennwood Drive	\$ 2,300.00

5. Change Order No. 3 – Re-install loop detectors and conform Asphalt	\$ 5,457.92
6. Change Order No. 4 – Additional Storm Drain Manhole with Menlo Park Casting on Lid	\$ 2,276.35
7. Change Order No. 5 – Additional day for grinder to remove Additional asphalt on Lupin Lane	\$ 1,610.00
8. Asphalt Concrete Price Adjustment	\$ 19,768.65
TOTAL	\$ 492,820.20

FISCAL IMPACT

Restricted funds in the amount of \$500,000, with \$250,000 from Road Impact and \$250,000 from Measure A, are budgeted for this project in FY 2008-09. The final cost of this segment of work is \$492,820.20, less than the budget estimate.

CONCLUSION:

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

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager

Attachment: Notice of Completion
Certificate of Completion

RECORD REQUESTED BY:

TOWN OF ATHERTON

AND WHEN RECORDED MAIL TO:

CITY CLERK, TOWN OF ATHERTON

91 ASHFIELD ROAD

(Street Address)

ATHERTON, CALIFORNIA 94027

(City, State and Zip Code)

No fee pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TOWN OF ATHERTON
NOTICE OF COMPLETION**

**STREET RECONSTRUCTION - PHASE 5
PROJECT NO. 08-023
ATHERTON, CALIFORNIA**

NOTICE IS HEREBY GIVEN THAT Duncan L. Jones, Engineer of Work for the Town of Atherton, County of San Mateo, California, on the 16TH day of September 2009 did file with the City Clerk of said Town a Certificate of Completion for the work described in the construction contract awarded to Independent Construction Company on the 15th day of April, 2009, said contract being executed on the 4th day of May 2009.

That said work and improvements were accepted as completed on the 21st day of August, 2009 and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 16th day of September, 2009, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is Fidelity and Deposit Company of Maryland, 560 Mission St., Suite 2400, San Francisco, CA 94105.

That said work and improvements consisted of Street Reconstruction as described in the plans and specification approved by the City Council of the Town of Atherton pursuant to motion, adopted the 18th day of February, 2009.

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

BY: _____
City Engineer

ATTEST: _____
City Clerk

Date

Date

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

(Date and Place)

(Signature)

**TOWN OF ATHERTON
CERTIFICATE OF COMPLETION**

PROJECT NAME: STREET RECONSTRUCTION - PHASE 5
PROJECT NUMBER: 08-023
LOCATION: Various Streets

NOTICE IS HEREBY GIVEN:

1. That on August 21, 2009, the Public Works project known as STREET RECONSTRUCTION - PHASE 5 Project Number 08-023 was completed in accordance with the plans and specifications as required by the Town of Atherton.
2. That the name and address of the party filling this notice is:
Town of Atherton
91 Ashfield Road
Atherton, California 94027.
3. That the name and address of the Contractor responsible for the construction of the project is:
Independent Construction Company
3911 Laura Alice Way
Concord, CA 94520
4. That the name and address of the Contractor's surety is:
Fidelity and Deposit Company of Maryland
560 Mission Street
Suite 2400
San Francisco, CA 94105
5. That the project is described as:
Street Reconstruction, as more particularly described in the plans and specification approved by the City Council of the Town of Atherton pursuant to Motion, adopted the 16th day of September, 2009.

BY: _____
Duncan L. Jones, P.E.
Public Works Director

Date

ATTEST: _____
Theresa Della Santa
Deputy City Clerk

Date



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO
ADVERTISE THE POLHEMUS AVENUE DRAINAGE PROJECT NUMBER
08-011**

RECOMMENDATION:

Approve the plans and specifications and authorize advertisement for bids for the Polhemus Avenue Drainage Project, Project Number 08-011.

INTRODUCTION:

The FY 2008-09 adopted Capital Improvement Program includes funds for constructing the project. The need for this project resulted from the 2000 Town-wide Drainage Study (the Nolte Study).

ANALYSIS:

The Polhemus Avenue Drainage Project is budgeted for construction in FY 2009-10. Wilsey Ham prepared the design for the project. The project plans and specifications are ready to be advertised for construction.

FISCAL IMPACT:

Parcel Tax funds in the amount of \$200,000 are budgeted for this project in FY 2009-10. The Engineer's Estimate for the Polhemus Avenue Drainage Project is \$229,303. In addition, a 10% construction contingency of \$22,930 would bring the total estimate to \$252,233. Bids have been low recently, so bids within budget are expected. If not, Parcel Tax funds saved from other projects may be used to make up the difference. The project is scheduled to receive bids in October and award the contract at the October 2009 City Council meeting.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: REQUEST PERMISSION FROM SAN MATEO COUNTY
TO PLACE A "NO RIGHT TURN 7 AM TO 9 AM" SIGN ON
MARSH ROAD AT FAIR OAKS AVENUE FOR A SIX-
MONTH TRIAL PERIOD**

RECOMMENDATION:

Request permission from San Mateo County to place a sign on Marsh Road at Fair Oaks Avenue prohibiting right turns during the peak period from 7-9 AM.

Install the sign for a six-month trial period. If the sign causes unexpected and undesirable consequences, such as diversion of traffic to another neighborhood street, either the sign will be removed, or additional measures to correct the problem will be evaluated and implemented.

INTRODUCTION:

A request was received from Mr. Zolik Fichtenholz to install a "No Through Traffic" sign on Holbrook Lane with hours from 5:00 AM to 9:00 AM and from 3:00 PM to 7:00 PM.

In January 2007 the Subcommittee considered the item, and gave direction to staff to conduct studies.

Staff conducted traffic counts on Holbrook Lane and on the parallel streets Palmer Avenue, San Benito Avenue, Placitas Avenue and Encina Avenue in 2006. Staff also conducted several timing

runs through the Marsh Road intersection and through each of the cut-through routes. In addition, staff viewed the operation of the Marsh/Middlefield traffic signal.

As a result of these studies, staff revised the signal timing for the Marsh/Middlefield intersection in the Summer of 2007 and began discussions with Encinal Elementary school to adjust their start time to reduce demand on the congested roadway. The school has initiated revised start times for the new kindergarten classes, and will consider additional revised start times in the future.

The Transportation Subcommittee was updated on this item at the October 2007 meeting. Staff was directed to take additional counts and to continue working with Encinal School on their traffic study. This item was also requested to be placed on the November 2007 Council agenda instead of waiting until the January 2008 Subcommittee meeting. Alternatives considered by the Council at their November 2007 meeting included:

1. Direct staff to take no further action. This acknowledges that the signal changes have improved traffic flow on Marsh Road and reduced traffic flow on Holbrook Lane, except during the ½ hour morning school peak, and that during that ½ hour there is little that can be done locally because traffic is backed up on Middlefield Road. This acknowledges that signal retiming and other Middlefield Road improvements may improve the situation further.
2. Direct staff to continue counting traffic and either return at the December meeting or return to the Transportation Subcommittee in early January for further direction.
3. Direct staff to wait until the signal retiming is implemented and Encinal School completes their traffic study and start time change, recount at that time and return to the Transportation Subcommittee for further direction at that time.
4. Direct staff to proceed with implementing the northbound left turn at Ravenswood Road, in conjunction with Menlo Park, and to return to Council with a cost sharing agreement.
5. Direct staff to work with the Menlo Park School District and Menlo Park to install a traffic signal at Encinal Avenue, if traffic is shown to be improved, and return to Council with a cost sharing agreement.
6. Direct staff to place signs prohibiting through traffic on Holbrook Lane during the peak hours of 7-9 AM. Enforcement of these signs could result in diversion of traffic to other streets, which then may require additional signs.
7. Direct staff to place signs prohibiting left turns from Holbrook Lane to Middlefield Road during the peak hours of 7-9 AM. Enforcement of these signs would avoid left turning traffic blocking the intersection and causing a backup of traffic attempting to turn right.
8. Direct staff to study extending the right turn lane on Marsh Road. This would allow right turning vehicles to bypass the left turn queue, resulting in less diversion to Holbrook Lane. This could also be accomplished by extending the Atherton Channel box culvert and widening the intersection to the south, avoiding impacts to heritage Oak trees on the north side of the road. It would also repair the channel wall for the distance of the box culvert extension. Return to either the Transportation Subcommittee or Council with traffic study and a project concept, including estimated costs.

The City Council directed staff to follow alternative 1 and 3, to continue study for alternatives 5 and 8, and to survey the residents with regard to alternatives 6 and 7.

Alternative 3: The signal timing for the Oak Grove/Ravenswood/ Ringwood signal has not been completed due to a complication with Menlo Park's signal controller that should soon be worked out.

Alternative 5: A Memorandum of Understanding (MOU) with the Menlo Park School District has been signed, and a similar MOU with Menlo Park is underway, for the installation of a traffic signal on Middlefield Road at Encinal Avenue. This signal will result in the elimination of the pedestrian signal at Encinal School, a significant cause of backup on Middlefield Road that often causes Marsh Road to also back up to Fair Oak Avenue.

Alternatives 6 & 7: The residents were surveyed regarding placement of signs, and the “No Through Traffic” sign received support, while the “No Left Turn” sign did not.

Alternative 8: The right turn lane cannot be effectively extended without either removing numerous heritage oak trees (unacceptable), or without spending millions of dollars to extend the Atherton Channel box culvert (not currently within reach of the budget). However, studies on channel stability are still underway and may show that the incremental cost of extending the box culvert over other wall remediation options is not so great.

In April of 2008 the Committee considered the sign only item again and decided to take no action at that time. Other activities in support of reducing backup on Middlefield Road and Marsh Road continued.

Mr. Fichtenholz requested that the request for the sign be reconsidered.

The Committee reconsidered and approved at the March 2009 meeting a “No Through Traffic 7-9 AM” sign on Holbrook Lane (17th Ave) at Fair Oaks Lane. The request for the sign went to the County because the intersection is within the County jurisdiction. The County took the request to the North Fair Oaks Council (NFOC), the agency that reviews requests in the North Fair Oaks area, on July 16, 2009.

The NFOC meeting was well publicized and had a reasonably large turnout. The residents proposed alternatives to the “No Through Traffic” sign that they thought would benefit more of the neighborhood than just Holbrook Lane. One proposal was “No Left Turn” signs on Holbrook Lane (17th Ave), Palmer Lane, and San Benito Ave. Another was “No Right Turn” signs on Marsh Road at Fair Oaks Avenue, 15th Ave and Bay Rd. The NFOC, after much deliberation, recommended a “No Right Turn” sign on Marsh Road at Fair Oaks Avenue. The NFOC felt that the other two streets would not be used by cut-through traffic but would remain available for resident access. The NFOC also recommended that the signs be placed for a six-month trial period.

The Atherton Transportation Committee considered this matter at their September 8, 2009 meeting and recommended that the City Council approve the request.

ANALYSIS:

Holbrook Lane experiences increased traffic primarily in the morning peak period. The principal source of the increased traffic is cut-through traffic diverting from Marsh Road when Marsh Road experiences delays and back-up from Middlefield Road. The “No Through Traffic” sign on Holbrook Lane would not prevent vehicles from turning off Marsh Road. If then prevented from using Holbrook Lane, they would likely proceed north to another street, such as Palmer or San Benito, causing increased traffic on those streets. This was seen as undesirable by the residents of the area. In addition, the “No Through Traffic” sign on Holbrook Lane would prevent area residents from using Holbrook Lane to leave the area.

The “No Right Turn” sign on Marsh Road would serve to keep vehicles on Marsh Road and not cut through the neighborhood. Many drivers make a last minute decision to turn off from Marsh Road when the backup is close to Fair Oaks Avenue. Often this decision is made because the right lane must merge into the left lane in order to proceed on Marsh Road, so drivers turn right instead of merging. Alternative cut-through streets such as 15th Avenue and Bay Road are far removed from the backup, so drivers are less likely to decide to use those routes. In addition, those routes are more circuitous and less likely to be perceived as saving time.

In addition, the “No Right Turn” sign is more easily enforced than the “No Through Traffic” sign. In order to ticket for “No Through Traffic”, a vehicle would have to travel the length of Holbrook Lane before the violation is committed. In order to ticket for “No Right Turn”, the vehicle must only make the turn to commit the violation. Atherton Police have stated that they will not enforce the sign because it is out of their jurisdiction. On county streets, the California Highway Patrol provides traffic enforcement for the County.

FISCAL IMPACT:

Since the Town is requesting the sign installation, staff recommends that the Town offer to install the sign if the County will approve it. The cost is approximately \$300 for the sign and post plus approximately two hours of staff time to install the sign.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: DUNCAN L. JONES, PUBLIC WORKS DIRECTOR

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: APPROVE A CONTRACT CHANGE ORDER FOR JJ NGUYEN,
INC. FOR THE HOLBROOK-PALMER WATER TOWER LAWN
PROJECT (PHASE 2) NUMBER 08-026 IN THE AMOUNT OF
\$6,952.00.**

RECOMMENDATION:

Approve a Contract Change Order for JJ Nguyen, Inc. for Holbrook-Palmer Water Tower Lawn Project (Phase 2), project number 08-026 in the amount of \$6,952.00

INTRODUCTION:

The Holbrook-Palmer Water Tower Lawn Project (Phase 2) began on Monday August 31, 2009. Before the project began, the contractor requested additional funds for mobilizing their equipment that was not included in Phase 2. This was an oversight by the architect and would have been bid at this cost if it had been included in the bid.

Over the past few months a master irrigation plan was being finalized for the park while construction had began for phase 1 of the Water Tower Lawn Project. The master irrigation plan requires irrigation pipe and conduit for electrical wiring in the water tower lawn area that staff recommends including in this contract.

Some of the pipe and conduit can be included in trenches being dug for this contract. Installing the conduits while the trenches are open will reduce redundancy and avoid additional cost of removal and replacement of new vegetation, trenching, and laying conduits at a future time once the lawn project had been completed.

ANALYSIS:

Field Change Orders

Mobilization = \$3,000.00

Installation of conduits = \$3,952.00

TOTAL COST OF FIELD CHANGE ORDER = \$6,952.00

The combined cost of mobilization and installation of conduits would exceed the contingency of the contract. Staff recommends that the contract amount and authorization be increased by the amount of the change order, leaving the contingency intact to handle minor items on the water tower lawn project.

FISCAL IMPACT:

The current contract for Phase 2 is \$48,044.40. With the construction contingency, the current total authorization for Holbrook-Palmer Water Tower Lawn Project (Phase 2) is \$52,848.40. An increase due to change orders in the amount of \$6,952.00 brings the contract to \$54,996.40 with a new total authorization of \$59,800.40. The combined total of Phase 1 total authorization of \$31,653.49 and Phase 2 total authorization of \$59,800.40 is \$91,453.89, which is within the budget for FY 2009-10 of \$100,000, comprised of Atherton Dames funds in the amount of \$75,000 and Parcel Tax funds in the amount of \$25,000.

Prepared By:

Approved:

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

Jerome D. Gruber
City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LISA COSTA SANDERS, DEPUTY TOWN PLANNER

DATE: FOR THE CITY COUNCIL MEETING OF SEPTEMBER 16, 2009

**SUBJECT: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH GOLDFARB & LIPMAN FOR LEGAL ASSISTANCE ON THE
HOUSING ELEMENT**

RECOMMENDATION:

Approve the contract amendment to allow for additional services with Goldfarb & Lipman for legal assistance with the Housing Element in an amount not to exceed \$3,500.

BACKGROUND and DISCUSSION:

The City Council, at its July 16, 2008 meeting, approved a Professional Services Agreement with Goldfarb and Lipman for legal assistance on the preparation of the Housing Element. Attorney Barbara Kautz has assisted staff with strategy recommendations, guidance, review and oversight during the draft Housing Element preparation. Ms. Kautz has assisted staff with the review of the draft document as well as participated in presentations at the public workshops, General Plan Committee, Planning Commission and City Council meetings.

The original contract amount with Goldfarb & Lipman was in the amount of \$27,600 and included attendance and facilitation at up to five public meetings or hearings. The Housing Element development process has taken longer than originally anticipated due to several additional meetings of the General Plan Committee and the recent request to work on a different strategy for production of new second dwelling units. At the request of staff, Ms. Kautz attended the July 15, 2009 City Council meeting which exceeded her original contract authorization.

Staff would like to continue to utilize the professional services of Ms. Kautz for the Housing Element Review. Staff is currently preparing a revised draft Housing Element and would value Ms. Kautz's review of that document prior to transmittal to the State Department of Housing and Community Development (HCD) for their review. HCD typically generates a review letter with

their comments on the submitted Housing Element. At that time, Staff would like to utilize Ms. Kautz's expertise in determining how best to respond to the State comments.

The total amount is the product of 14.5 hours of work at Ms. Kautz' billing rate of \$240 per hour. This time would be utilized reviewing the draft document prior to transmittal to the HCD, reviewing the HCD response letter and strategizing with staff on responses. If needed and there are sufficient funds available, Ms. Kautz would be available to attend a Planning Commission and City Council meeting.

If the HCD review letter is extensive, Staff may request the City Council further amend the contract for additional professional assistance from Ms. Kautz.

FINANCIAL IMPACT:

The City Council budgeted \$7,350 for the Housing Element in fiscal year 2009/2010. Staff would like to utilize \$3,500 of that amount for an amended contract with Goldfarb and Lipman. The remaining funds would cover Planning staff's time preparing the revised document and attending public hearings. As noted above, if the HCD comment letter is extensive, this budget amount may need to be amended.

FORMAL MOTION:

I move that the City Council amend the Professional Services Agreement with Goldfarb & Lipman for legal services and assistance with the review, preparation, and presentation of the 2007-14 Housing Element Update and authorize the City Manager to sign the Agreement in an amount not to exceed \$3,500.

/s/ *Lisa Costa Sanders*

Lisa Costa Sanders, Deputy Town Planner Jerome D. Gruber, City Manager

Attachments:

1. Proposal letter from Polly Marshall, Goldfarb Lipman Attorneys dated August 21, 2009

goldfarb
lipman
attorneys

1300 Clay Street, Ninth Floor
Oakland, California 94612
510 836-6336

08-25-09 10:18 RCVD

August 21, 2009

M David Kroot
John T. Nagle
Polly V. Marshall
Lynn Hutchins
Karen M. Tiedemann
Thomas H. Webber
John T. Haygood
Dianne Jackson McLean
Michelle D. Brewer
Jennifer K. Bell
Robert C. Mills
Isabel L. Brown
James T. Diamond, Jr.
Margaret F. Jung
Heather J. Gould
William F. DiCamillo
Juliet E. Cox
Erica Williams Orcharton
Amy DeVaudreuil
Barbara E. Kautz
Luis A. Rodriguez
Xochitl Marquez
Rafael Yaquian
Josh Mukhopadhyay

Jerry Gruber, City Manager
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

Re: Housing Element Assistance, Town of Atherton

Dear Mr. Gruber:

Goldfarb & Lipman LLP would be pleased to provide legal services to the Town of Atherton (the "Town"). This letter constitutes our written fee agreement.

Goldfarb and Lipman will provide additional assistance to the Town of Atherton in the preparation of a Housing Element Update for 2007 – 2014. The work consists of attendance at the Town Council's meeting of July 15, 2009 as previously agreed upon, and additional work reviewing housing element proposals or attending additional meetings, as requested by the Town, up to a maximum fee of \$3,500.

Barbara E. Kautz will have the principal responsibility for these services. We will charge for our time as set forth in the attached rate schedule. Our legal services will be billed and payable monthly at these rates based on the number of hours expended. For your information, a copy of our standard billing policies is enclosed.

If the arrangement described above is satisfactory, then please sign each of the two originals of this engagement letter in the space provided below. Please return one of the signed originals to me, and keep the other signed original for your files.

Facsimile

510 836-1035

San Francisco

415 788-6336

Los Angeles

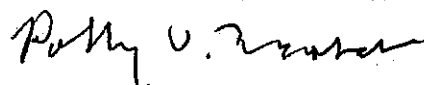
213 627-6336

San Diego

619 239-6336

Goldfarb & Lipman LLP

Sincerely,



POLLY V. MARSHALL

August 21, 2009
Page 2

Accepted: TOWN OF ATHERTON

By: _____
Town Manager

Enclosures:
Billing Policies

cc: Neal Martin, Neal Martin & Associates

Goldfarb & Lipman LLP
Public Agency Rate Schedule

Partners	\$240-250
Associates	\$160-240
Senior Law Clerks	\$135
Law Clerks	\$125
Project Coordinators	\$125

GOLDFARB & LIPMAN LLP

BILLING POLICIES AND PROCEDURES

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we ask each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our present billing rates for services rendered for partners, associates, and for paralegals is attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we also charge for filing fees, Lexis/Nexis costs, messenger, and other costs and expenses incurred on your behalf.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date will be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month. As an incentive for early payments by clients, if payments are made within ten days of the date of the statement, we will be happy to reduce our statement by one percent.

We carry professional liability insurance above the limits required by law.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most cost-efficient basis possible. If you have any questions or comments regarding our billing policy, please feel free to contact Barbara Kautz or Polly Marshall.

Sincerely

GOLDFARB & LIPMAN LLP



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

**FROM: MIKE WASMANN, BUILDING OFFICIAL
LOUISE HO, FINANCE DIRECTOR**

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: APPROVAL OF CONSULTANT SERVICES AGREEMENT WITH
CRW FOR PROGRAMMING THE PROPOSED MASTER FEE
SCHEDULE AND FOR INTERFACE WITH SPRINGBROOK
FINANCIAL SOFTWARE IN AN AMOUNT NOT TO EXCEED
\$22,475 PLUS A TEN PERCENT CONTINGENCY, FOR A TOTAL
AUTHORIZATION OF \$24,723**

RECOMMENDATION:

Approval of consultant services agreement with CRW for programming the proposed master fee schedule and for interface with Springbrook financial software and authorize City Manager to execute the agreement in an amount not to exceed \$22,475.

DISCUSSION:

The Town of Atherton implemented CRW tracking software in May of 2008. Upon approval by the City Council of the new proposed master fee schedule, the CRW system will need new programming in order to record and calculate new fees and deposits for cost recovery projects for building, planning and public works departments. In addition, CRW programming is needed so that CRW transactions can be exported to the new Springbrook Financial System. The interface will export cash receipt transactions and time and material charges for project deposits. Cost recovery revenue can then be tracked and recognized in the Springbrook system. Staff contacted CRW and received a cost proposal to perform the services needed.

FISCAL IMPACT:

The cost of the CRW contract is \$ 22,475. Staff recommends a 10% contingency of \$ 2,248 for a total amount of \$ 24,723. Currently, this amount is not budgeted in the FY 2009-10 General Fund operating budget. A mid-year budget adjustment will be needed to cover this cost. The Building Department FY 2009-10 has budgeted \$10,000 in the equipment replacement fund for CRW upgrade which could be used to pay for a portion of this service.

Prepared By:

Approved:

Mike Wasmann
Building Official

Jerome D. Gruber
City Manager

Attachments: CRW Proposal and Professional Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of September, 2009 by and between the TOWN OF ATHERTON, herein called the "Town", and, CRW SYSTEMS herein called the "Consultant".

Recitals

WHEREAS, Town desires to obtain CRW SYSTEMS services in connection with the programming for the proposed master fee schedule and for interface with Springbrook financial software; and

WHEREAS, Consultant hereby warrants to the Town that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

Agreement

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

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

2. Project Coordination.

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

B. Consultant. The Consultant shall assign Scott Talbert to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of Consultant are to commence no sooner than September 17, 2009 and be completed not later than November 1, 2009. Consultant

shall perform its services in accordance with the schedule attached hereto as Exhibit A, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit A must be approved in writing by the Project Manager.

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

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit A, and incorporated herein by reference. However, in no event shall the amount Town pays Consultant exceed Twenty-two thousand, four hundred and seventy five Dollars (\$22,475.00). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

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

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

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

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

F. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

5. Amendment to Scope of Work. Town shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Town. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate Town authorization.

6. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

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

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

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

10. Conflict of Interest.

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

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

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

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

11. Liability of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

13. Consultant Not an Agent of Town. Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a Town business license. The Town is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

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

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

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

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

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

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

17. Assignment; Subcontractors; Employees

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

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

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

18. Insurance.

A. Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

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

insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it.”

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

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

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

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

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

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

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

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

19. Termination of Agreement; Default.

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

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

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

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

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the Town. Consultant, however, shall not be liable for the Town's use of incomplete materials nor for the Town's use of complete documents if used for other than the project contemplated by this Agreement.

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

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

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

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

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

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be

deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to Town:	City Clerk Town of Atherton - Town Hall 91 Ashfield Road Atherton, CA 94027
If to Consultant:	Scott Talbert Vice President of Client Services CRW SYSTEMS 16980 Via Tazon, Suite 320 San Diego, CA 92127

26. Consultant's Books and Records.

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

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

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

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

28. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

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

A. Exhibit A: Scope of Work, Schedule of Performance, Compensation

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

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

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

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

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

TOWN OF ATHERTON

CONSULTANT

By: _____
City Manager

By: _____
Title: _____

Date:

Date:

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work
Schedule of Performance
Compensation

See Attachment

Town of Atherton

RE: Scope of Work for Providing Technical Services and Training related to *TRAKiT* Software and Implementation of a New Financial System.

A. Custom Reports (4) four total

1. Create a report based on "Acct180" that does not include refunds.
2. Create a new report that will display the current status for all deposits.
 - a. The purpose of the report is to provide details of all active or inactive deposits.
 - b. The report will show: City Header, Document Title, and Date of Printing.
 - c. The Details will include: Date, Description and Amount of all transactions related to the deposits as well as a total balance for all deposits.

\$2,275.00

B. Setup and Implementation of New Deposits/Fee Structure

1. Setup Deposits in Fee Schedule, working with City Representative.
2. Remove old Deposits from setup.
3. Move current Fees as Deposits to Deposits and assist in updating.
4. Import two (2) Excel Spreadsheets that contain deposit records.
5. Provide On-Site User Training one (1) day total.

\$3450.00

C. Implementation of TimeTRAK and provide training

1. Configure TimeTRAK for tracking time billed against Deposits.
2. Review with City Representative, Standard Reports and determine if they will fulfill reporting requirements.
 - a. Provide On-Site Administrator and User Training one (1) day total.

\$5,000.00

D. Financial Interface

1. Test and Update Current Financial export script with NEW Financial System
 - a. Create TimeTRAK Financial Export Script.

2. Update Account Numbers in all relevant Trakit tables.

\$1,750.00

E. Implement New Master Fee Schedule

1. Create and Implement New Master Fee Schedule in Trakit as provide by Town of Atherton.

\$10,000.00

Total \$22,475.00

F. Additional Provisions

- ***No custom programming is included in this proposal.***
- ***Client will be responsible for any additional travel expenses due to cancellation or rescheduling by the client, provided no such costs will be incurred without prior written approval of Town.***
- ***Town will provide an adequate training room.***
- ***Town will be responsible for providing a copy of its current TRAKiT configuration & database.***
- ***CRW will provide a computer for each individual to be trained.***
- ***Class size will be limited to eight (8) students.***
- ***Payment due upon completion of each item of work.***



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CHIEF GLENN NIELSEN

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: AGREEMENT WITH THE CITY OF REDWOOD CITY FOR
VEHICLE MAINTENANCE AND FUEL PURCHASE**

RECOMMENDATION:

Staff recommends that Council authorize the renewal of the maintenance and fuel agreement with Redwood City for FY 09-10. This cost will include the purchase of fuel, the maintenance, and repair of town vehicles as needed.

INTRODUCTION:

The Town has had an agreement with Redwood City for the purchase of fuel, the maintenance, and repair of town vehicles since 2002. Since 2002 the agreement has been renewed by Council annually.

ANALYSIS:

The Redwood City Public Works facility provides a secure location for dropping off and picking up town vehicles for maintenance and repair that is accessible 24/7. In addition, fuel can be obtained around the clock. Fuel is purchased at a discounted rate (\$1.75 a gallon as of 9-2-2009). Besides maintenance and repair, this facility also outfits new town vehicles. For instance, they install the emergency equipment, mobile computers and radios in police cars.

FISCAL IMPACT:

The fiscal impact of this agreement for the PD in FY 2009-10 is \$35,000. Impact for the Public Works Department is \$3,900.00. Impact for the Building Department is \$600.00.

Prepared By:

Approved:

Glenn Nielsen
Chief of Police

Jerome D. Gruber
City Manager

Attachments: Amendment No. 5
Original Agreement, Dated April 27, 2000

AMENDMENT NO. 5

This Agreement ("Amendment No. 5") is entered into and effective as of the ____ day of _____, 2009, by and between the City of Redwood City, a charter city and municipal corporation of the State of California ("City"), and the Town of Atherton, a municipal corporation of the State of California ("Atherton") (collectively, the "Parties").

RECITAL

A. The parties previously entered into an agreement entitled "Agreement Vehicle Maintenance Services (Atherton)," dated April 27, 2000 (the "Original Agreement"); and

B. The Original Agreement was previously amended by Amendment No. 1, dated July 2, 2002, Amendment No. 2, dated June 24, 2004, Amendment No. 3, dated August 2, 2006, Amendment No. 4 dated July 1, 2008 and is again amended by this Amendment No. 5. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and

C. The Parties entered into the Original Agreement as Amended for the purpose of having City provide Atherton with vehicle maintenance services, and the Parties now wish to amend the Original Agreement as Amended to reflect current labor rates for maintenance and repair services.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. That section number 4 of the Original Agreement as Amended, entitled "Agreement for Vehicle Maintenance Services (Atherton)" is hereby amended to read as follows:

"4. COMPENSATION; COSTS; REVISIONS. Atherton shall compensate City for labor furnished hereunder for Maintenance Services at the hourly rate of one-hundred-nineteen and 49/100 Dollars (\$119.49), including common labor, skilled labor, trained mechanic's services or other labor or services necessary or appropriate for furnishing such Maintenance Services. Atherton shall pay city for all parts and supplies furnished in connection with such maintenance Services at the cost thereof to City plus fifteen percent (15%) for overhead and administrative costs. All services rendered by City, including parts and supplies, shall be billed to Atherton monthly. City will consult with Atherton before conducting major repairs exceeding One Thousand Dollars (\$1,000.00) for parts and/or Two Thousand Dollars (\$2,000.00) for parts and labor combined.

Notwithstanding the provisions of paragraph 8, below (‘Amendments”) the above specified hourly rate of compensation and the percentage of overhead and administrative costs may be revised by the City from time to time during the term, or extended term, hereof.

City will provide Atherton, on a monthly basis, copies of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by Atherton.

2. All other provisions of the Agreement which are not in conflict with the provisions of this Amendment No. 5 will remain in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 5, the provisions of this Amendment No. 5 shall control.

3. The individuals executing this Amendment each represent and warrant that they have the legal power, right and actual authority to bind Atherton to the terms and conditions of this Amendment.

Town of Atherton
91 Ashfield Road
Atherton, CA 94027

CITY OF REDWOOD CITY
1017 Middlefield Road
Redwood City, CA 94063

By:_____

By:_____

Title:_____

Title:_____

Attest:

Attest:

AGREEMENT
VEHICLE MAINTENANCE SERVICES AND FUEL PURCHASING
(TOWN OF ATHERTON)

THIS AGREEMENT made and entered into this 27 day of April, 2000, between the **CITY OF REDWOOD CITY**, a municipal corporation of the State of California ("City"), and the **TOWN OF ATHERTON**, a municipal corporation of the State of California ("Atherton");

WITNESSETH:

WHEREAS, City operates and maintains a motor vehicle maintenance facility located at Redwood's City Municipal Services Center; and

WHEREAS, Atherton requires the performance of maintenance services and fuel purchasing for its municipally-owned motor vehicles; and

WHEREAS, City is willing to provide such services and supplies, subject to the terms and conditions hereof;

NOW, THEREFORE, the parties hereto agree as follows:

1. **DEFINITIONS.** For purposes of this agreement the following words and terms shall have the meanings respectively ascribed thereto:

(a) **Maintenance Services** - the furnishing of labor and materials necessary or appropriate to perform routine periodic maintenance for Atherton motor vehicles in accordance with standard motor vehicle maintenance schedules for the manufacture or type of such vehicles.

(b) Motor Vehicles - Motor propelled vehicles, including automobiles, motorcycles, pickup trucks, heavy duty trucks and similar such vehicles owned by Atherton and used for municipal purposes.

(c) Municipal Services Center - Redwood City's Municipal Services Center, located at 1400 Broadway, Redwood City, California.

2. **MAINTENANCE SERVICES.** City shall provide Maintenance Services for Atherton's Motor Vehicles on an "as needed" basis and upon request of Atherton, subject to the priority described in paragraph 3 below. Atherton shall deliver Atherton's Motor Vehicles to the Municipal Services Center for Maintenance Services and, upon completion thereof, take delivery of said Motor Vehicles therefrom; provided, that Atherton may request City to transport any such Vehicle from San Mateo County to said Services Center and return said Vehicle to its area upon completion of Maintenance Services therefor, in which event, City shall provide such transporting services at Atherton sole cost and expense.

3. **SCHEDULING PRIORITY.** Atherton shall be responsible for scheduling the Maintenance Services for each of its Motor Vehicles; provided, that upon completion of furnishing Maintenance Services for each such Vehicle, City shall indicate to Atherton the approximate date of the next recommended Maintenance Service for such Vehicle. Upon acceptance of a Motor Vehicle for Maintenance of Services, City shall endeavor to perform the Maintenance Services in as reasonably an expeditious manner as possible; provided, that the

furnishing of Maintenance Services to City's own vehicles shall have first priority over the furnishing of Services to Atherton's Motor Vehicles.

4. COMPENSATION; COSTS; REVISIONS. Atherton shall compensate City for labor furnished hereunder for Maintenance Services at the hourly rate of Sixty-nine and 59/100 Dollars (\$69.59), including common labor, skilled labor, trained mechanic's services or other labor or services necessary or appropriate for furnishing such Maintenance Services. Atherton shall pay City for all parts, supplies and fuel furnished in connection with such Maintenance Services and fuel purchasing at the cost thereof to City plus fifteen percent (15%) for overhead and administrative costs. City will consult with Atherton before conducting major repairs exceeding One Thousand Dollars (\$1,000.00) for parts and/or Two Thousand Dollars (\$2,000.00) for parts and labor combined.

Notwithstanding the provisions of paragraph 8, below ("Amendments") the above specified hourly rate of compensation and the percentage of overhead and administrative costs may be revised by City from time to time during the term, or extended term, hereof, which revisions shall be subject to approval by City's City Council, evidenced by motion thereof, duly made and carried.

5. LIMITED WARRANTY. City warrants that the Maintenance Services furnished hereunder for any Motor Vehicle of Atherton shall conform to the usual and customary standard pertaining to the furnishing of such services by California municipalities for their own motor vehicles. The aforesaid warranty does not, expressly or impliedly, cover any unique or special maintenance requirements, whether disclosed or undisclosed, of Atherton Motor Vehicles, nor does said warranty extend to the consequences of Atherton's failure or omission

to schedule Maintenance Services in accordance with the manufacturer's recommended maintenance service schedule for any particular motor vehicle or the service schedule as recommended by City.

6. **HOLD HARMLESS.** To the extent permissible by law, City and Atherton shall each hold harmless and defend the other, and their respective City Councils, boards, commissions, officers, employees, agents and advisors from and against claims, demands, suits, (whether at law or in equity), or other judicial or quasi-judicial proceedings arising out of the intentional or negligent act, or omission to act, of the other with respect to their respective obligations hereunder.

7. **TERM; TERMINATION.** The initial term of this agreement shall be one (1) year commencing from the date first hereinabove written; provided, that the term hereof shall be renewable automatically for additional one-year terms.

Either party may terminate this agreement without cause by giving the other party written notice thereof not less than thirty (30) days prior to the effective date of termination as set forth in said notice; provided, that if no such date is so expressed, the date of termination shall be thirty (30) days from the date of said notice. Nothing herein contained shall be deemed to prevent the parties from terminating this agreement for cause or otherwise to exercise any rights or seek any remedies which may accrue to them.

8. **AMENDMENTS.** Except as provided to the contrary in paragraph 4 above, this agreement may be amended by written agreement, approved and executed by the parties in the same manner as this agreement.

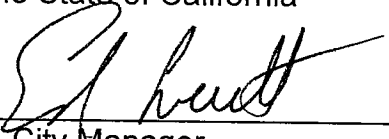
9. **APPLICABLE LAW.** This agreement, its interpretation and enforcement, shall be governed by the laws of the State of California.

10. **PARAGRAPH HEADINGS.** Paragraph headings as used herein are for convenience only, and shall not be deemed to modify or amend the paragraphs headed thereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first hereinabove written.

CITY OF REDWOOD CITY, a municipal
corporation of the State of California

By _____

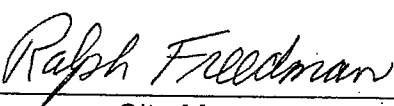

City Manager

Attest:

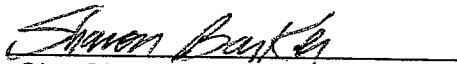

City Clerk

TOWN OF ATHERTON
91 Ashfield Road
Atherton, California 94025
(650) 752-0531

By _____


City Manager

Attest:


City Clerk

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KATHY HUGHES ANDERSON, TOWN ARBORIST

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

SUBJECT: APPROVAL OF A RESOLUTION TO PARTICIPATE IN ACTERRA'S ENERGY EFFICIENCY PROGRAM FOR HIGH ENERGY HOMES, AUTHORIZATION FOR ACTERRA TO APPLY AND RECEIVE EECBG FUNDING ON BEHALF OF THE TOWN OF ATHERTON, AND AUTHORIZE ACTERRA EXECUTIVE DIRECTOR MICHAEL CLOSSEN TO EXECUTE ALL NECESSARY AGREEMENTS TO IMPLEMENT AND CARRY OUT THE PURPOSES OF THE EECBG AWARD.

RECOMMENDATION:

Approve Resolution 09-35 to participate in Acterra's energy efficiency program for high energy homes, and authorize Acterra to apply and receive EECBG funding on behalf of the Town of Atherton, and authorize Acterra Executive Director Michael Clossen to execute all necessary agreements to implement and carry out the purposes of the EECBG award.

INTRODUCTION:

The EECBG Program was created by the Energy Independence and Security Act of 2007 (EISA). It is funded by the American Recovery and Reinvestment Act of 2009 (ARRA), which provides \$787 billion in economic investment nationally for the purpose of stimulating the economy. ARRA appropriates funding to the U.S. Department of Energy (DOE) for the issuance of formula based block grants to states, US territories, large cities and counties, and Indian tribes.

Based on population, Atherton is not eligible for direct funding, but the DOE has allocated the Energy Commission (CEC) \$49.6 million for the EECBG Program. The Energy Commission must distribute not less than 60 percent or approximately \$29.7 million of these funds to small cities and counties that are not eligible for direct grants from DOE. The formula based allocation methodology makes Atherton eligible for a \$39,939 award.

BACKGROUND:

The Environmental Programs Committee has been working with the local non-profit Acterra and the City of Los Altos Hills to develop an energy efficiency program specifically designed for our high energy homes. Steve Schmidt of Los Altos Hills has made a presentation to the EPC and asked that Atherton partner with Acterra, Los Altos Hills, Woodside, Monte Sereno and Portola Valley to apply for EECBG funding to develop a high energy program that is unique to the need of our residents. Acterra,

acting as the “Lead Partner”, is requesting the EECBG funds for energy reductions in “high energy” homes in towns that represent five of the top seven PG&E towns in terms of energy use per household.

At the September 2, 2009 meeting of the EPC, the following motion was made and passed: On a motion made by Valerie Gardner, seconded by Elizabeth Lewis, the EPC recommends to the City Council to use the Town’s allotment of EECBG funds to partner with Acterra for a home energy efficiency program.

The CEC will begin accepting applications in mid to late September and will process applications based on a first-come first-served basis. The grant guidelines indicate that they encourage partnerships and that each city needs to pass a resolution stating their membership in the partnership. Cities can either be a part of a partnership or make individual application, but not both. The EPC recognizes the advantage of having Acterra act as the lead partner in terms of staff time and other town resources in attempting to negotiate through a complicated and time consuming application process. As part of the minimum requirements, the minimum cost effectiveness required is 10 million BTUs per \$1000 of funding. The Acterra project is expected to be significantly more cost effective than the minimum, perhaps ten times more. An executive summary of Acterra’s proposal to the CEC is attached for your review. Additional information about the EECBG guidelines can be found at www.energy.ca.gov/stimulus/documents.

DISCUSSION/ANALYSIS

The program is specifically designed for high energy homes and will educate residents about specific areas of wasted energy and water use, allowing them to take recommended steps to reduce their energy and water use, and reduce greenhouse gas emissions. The program is voluntary and there is no cost to the resident for the energy audit. Existing home audit services are not suitable for the unique characteristics of the average Atherton home. The program focuses on “comfortable conservation”, allowing homeowners to make energy and cost saving changes with little or no impact on their lifestyles.

FISCAL IMPACT:

The program is designed to have minimal impact on town staff. The Town will be expected to promote the program to the residents. Volunteers from the EPC will also play a role in promoting the program.

LEGAL IMPACT:

The Town will not be legally bound or liable for participation or results. Acterra will be the only party under contract with the CEC.

Prepared by:
Kathy Hughes Anderson

Approved by:
Jerome D. Gruber

Kathy Hughes Anderson

Attachments: Resolution 09-35
Acterra’s High Energy Home Assessment Program Executive Summary

RESOLUTION No.09 -35

WHEREAS, the Town of Atherton recognizes that it is in the interest of the regional, state, and national economy to stimulate the economy; create and retain jobs; reduce fossil fuel emissions; and reduce total energy usage and improve energy efficiency within our jurisdiction;

WHEREAS, Energy Efficiency and Conservation Block Grant (EECBG) funds are available through the California Energy Commission for grants to eligible local governments for cost-effective energy efficiency projects;

WHEREAS, the Town of Atherton is an eligible EECBG grant recipient and is eligible to receive up to \$39,939 of EECBG funds for cost-effective energy efficiency projects;

WHEREAS, it is in the best interest of the Town of Atherton to participate in the EECBG program through a lead collaborative applicant;

WHEREAS, the non-profit organization Acterra is willing and eligible to apply to the EECBG program on behalf of eligible cities/counties;

NOW, therefore, be it resolved that the City Council of the Town of Atherton:

1. Authorizes Acterra to apply, as lead partner, for the EECBG funding allocated to the Town of Atherton and implement the EECBG projects approved by the California Energy Commission.
2. Authorizes Michael Closen, as Executive Director of Acterra, to execute necessary documents to implement and carry out EECBG projects funded in whole or in part with the Town of Atherton's EECBG funding allocation.

The foregoing resolution was passed by the Town of Atherton this 16th day of September, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jerry Carlson, MAYOR
Town of Atherton

ATTEST:

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne Furth, City Attorney

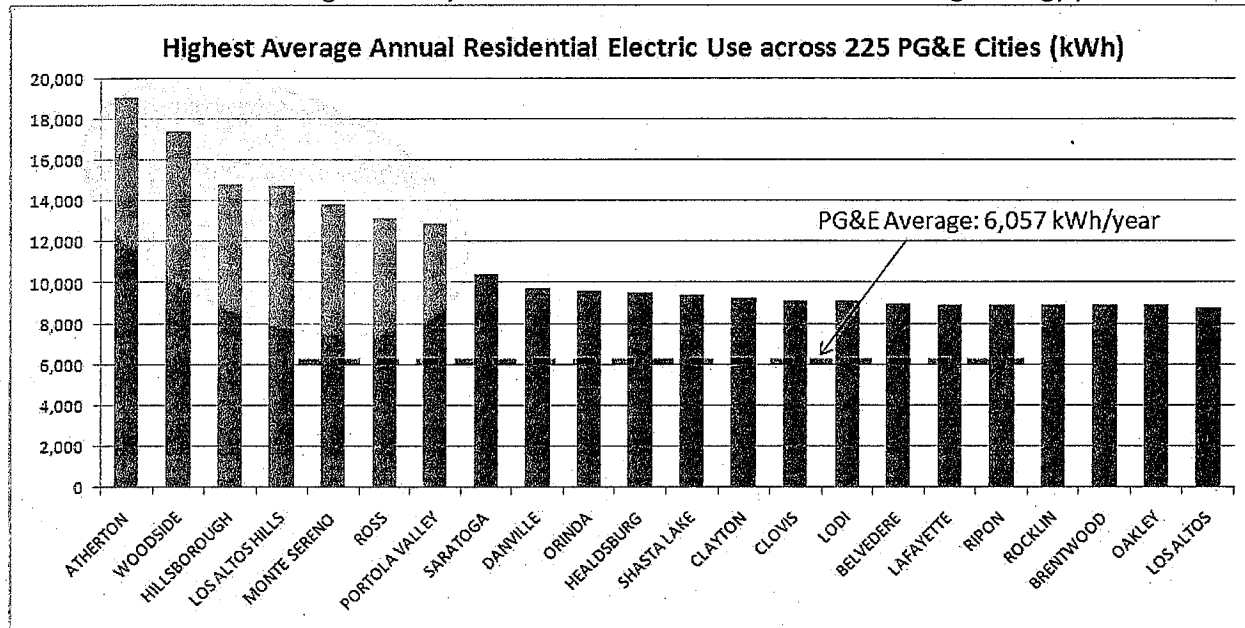
Acterra's High Energy Home Assessment Program

Executive Summary:

An energy conservation program focused on "comfortable conservation" of residential energy, specifically designed for towns with many "high energy" homes (e.g. Atherton, Woodside, Los Altos Hills, Portola Valley, Monte Sereno). This program will educate residents about specific areas of wasted energy & water in their homes, allowing them to take recommended actions to reduce their energy use, water use, and greenhouse gas emissions.

Background:

A number of towns in the greater Bay Area consume 2 to 3 times PG&E's average energy per household.



Based on research in Los Altos Hills, these High Energy Homes have unique characteristics and are not well served by existing home audit services. This program builds on the results of the Los Altos Hills effort to create a specialized home assessment process – in most cases not even requiring a home visit – to help homeowners identify areas of waste and provide recommendations for reducing energy and water use. Many of these recommendations will have no cost to the homeowner and no impact on their lifestyles (i.e. comfortable conservation). The program is expected to provide extremely cost-effective reductions in energy use and GHG emissions so government funding will be leveraged for initial development and deployment, resulting in free assessments to the initial participating residents.

Homeowner Quotes from Initial Audits:

"In the first 10 minutes of the audit we discovered a way to save 850 kWh per year with zero cost."

"Three months after the audit my electric bill was the lowest in 9 years."

"I had tens of thousands of dollars in water and electric bills, but no idea where to find further cost-savings. This audit dramatically lowered my usage and costs."

"A quick visit and analysis of my home uncovered a number of hidden costs. Thankfully, they were easy to adjust and had no effect on my quality of life."

"In the past three months I have watched my PG&E bill drop by 62%. Thank you!"

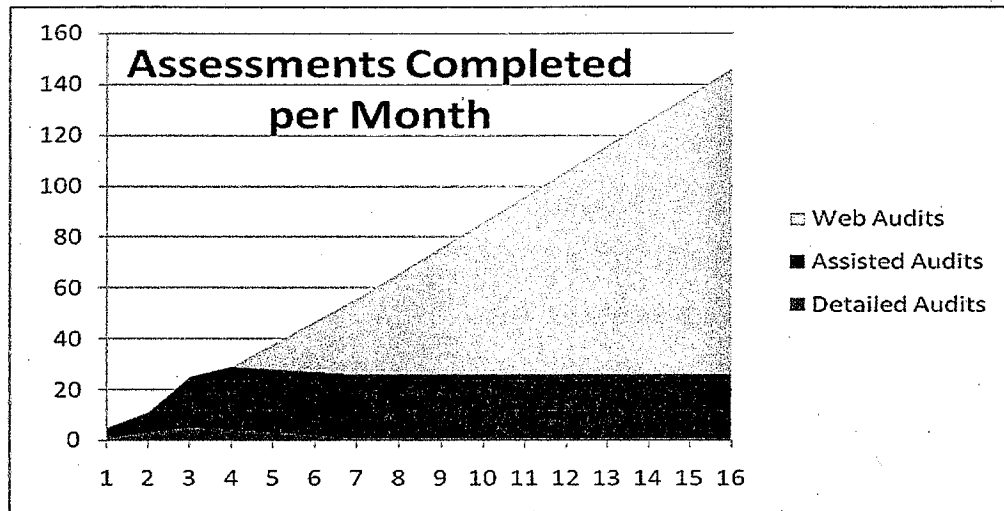
Acterra's High Energy Home Assessment Program

Expected Number of Assessments

Utilizing identified funds, over 1,100 assessments will be performed free of charge for participating residents. These assessments will be split across member towns as follows:

Total	LAH	Atherton	Woodside	Portola Valley	Monte Sereno
1,149	322	275	207	172	172

Three types of assessments will be utilized: Detailed Audits (for testing and for outliers), Assisted Audits (utilizing phone based interviews), and Web-based Audits. As the program matures the web-based option will be the primary method used, reverting to the other methods only as needed.

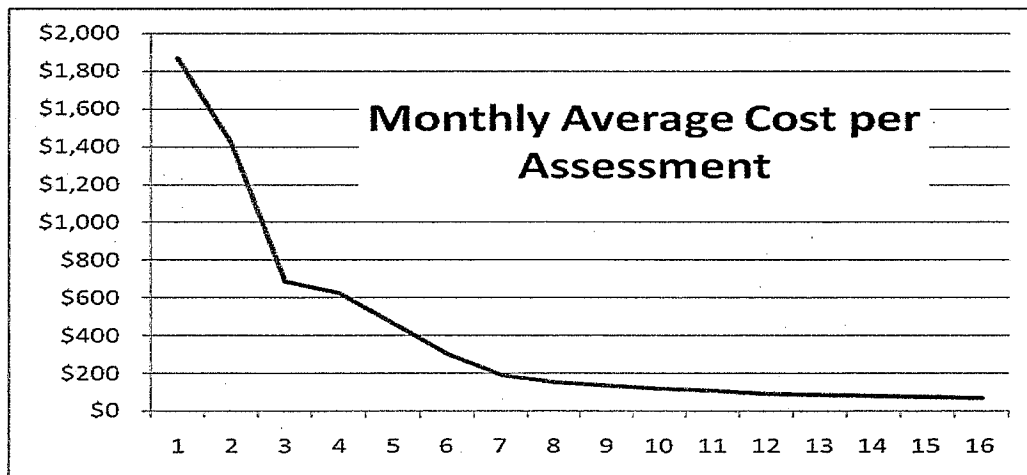


Cost and Cost Effectiveness

EECBG Minimum Cost Effectiveness: 10 Million BTUs per year per \$1000 spent

Acterra High Energy Program: 70 Million BTUs per year per \$1000 spent

The cost of Assessments will decline rapidly as the tools & processes mature. While initially much higher, at the end of the program Assessments will cost approximately \$70 per residence.



Acterra's High Energy Home Assessment Program

Benefits to Towns:

1. **EECBG Funding** Opportunity with Local Partner taking the lead, doing the work.
 - a. Cost effectiveness based on results of research (now under review by CEC).
 - b. Job Creation: 1 new full time employee at Acterra plus part-time consultant (SS) plus part time independent software developer(s).
2. Cost effective **GHG Reductions** (AB32) for the Town
3. Cost effective **Water Reductions** (AB1881) for the Town
4. Happy (due to cost reductions) and Informed Residents

FAQs:

Q: What is the cost to the town? To our residents?

A: No charge for either. The program has been designed to be fully funded by grants.

Q: What towns are considering this program?

A: Los Altos Hills, Atherton, Monte Sereno, Woodside and Portola Valley

Q: Will it take a lot of staff time?

A: Towns can take part as much as desired, but we designed the program to have minimal impact on the town staff. Towns will be responsible for promoting the program to residents and forwarding names of residents who want the free assessment.

Q: Will the town be liable for results?

A: No. Acterra will be the only party under contract with the CEC.

Q: What happens if it is under-subscribed by residents? Or over-subscribed?

A: If a town is unable to enlist enough residents within the time limit those slots will go to other towns. If there are too many volunteers, residents will have to wait for a follow-on offering.

Schedule and Next Steps:

1. September 17th: Solicitation Package available from the CEC.
2. Prior to September 30th: Each Town must pass a resolution assigning funds to Acterra.
3. October 1st: CEC Starts accepting applications.
Due to predicted delays at the CEC we would like to be among the first to submit an application. The applications will be reviewed on a first-come first-served basis.
4. November 15th: CEC to start issuing Grants.



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: EILEEN M. WILKERSON, ASSISTANT CITY MANAGER

DATE: CITY COUNCIL MEETING OF SEPTEMBER 16, 2009

SUBJECT: REJECT CLAIM OF KATHRYN NICOSIA

RECOMMENDATION

Adopt Resolution 09-36 rejecting claim of Kathryn Nicosia.

BACKGROUND

The Town received a claim filed by Kathryn Nicosia who's spouse, Anthony Nicosia, was struck by a falling tree branch while jogging near Oak Grove and Greenoaks Avenue on May 9, 2009. The claim is for loss of consortium.

ABAG has recommended that the Town reject the claim of Kathryn Nicosia.

FISCAL IMPACT

No fiscal impact.

Attachment: Resolution 09-36 rejecting the claim of Kathryn Nicosia

Prepared By: Approved:

Eileen Wilkerson
Assistant City Manager

Jerome D. Gruber
City Manager

RESOLUTION 09-36

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON REJECTING
THE CLAIM OF

Kathryn Nicosia

[Re: Loss of Consortium]

BE IT RESOLVED by the City Council of the Town of Atherton that the Claim for alleged damages on May 9, 2009 and received July 7, 2009 is hereby rejected.

DULY AND REGULARLY ADOPTED this 16th day of September, 2009.

TOWN OF ATHERTON

Jerry Carlson, Mayor

ATTEST

Theresa N. DellaSanta, Deputy City Clerk

Resolution 09-36

Adopted September 16, 2009



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: EILEEN M. WILKERSON, ASSISTANT CITY MANAGER

DATE: CITY COUNCIL MEETING OF SEPTEMBER 16, 2009

SUBJECT: CLAIM OF JOHN P. JOHNS PRESENTED ON AUGUST 3, 2009

RECOMMENDATION

Instruct staff to return the claim of John P. Johns without action as it is untimely.

BACKGROUND

The Town received a claim presented by John P. Johns on August 3, 2009 arising out of a personnel investigation which took place from August 2007 to October 2007 culminating in his termination as Finance Director of the Town of Atherton on October 29, 2007. Staff recommends returning the claim without action since it was not timely presented.

ABAG has recommended that the Town return this claim of John P. Johns as untimely.

FISCAL IMPACT

No fiscal impact.

Prepared By:

Approved:

Eileen Wilkerson
Assistant City Manager

Jerome D. Gruber
City Manager



ITEM 24

DATE: PLANNING COMMISSION MEETING OF SEPTEMBER 16, 2009

TO: CITY COUNCIL

**FROM: LISA COSTA SANDERS, DEPUTY TOWN PLANNER
WYNNE FURTH, CITY ATTORNEY**

**SUBJECT: ORDINANCE ADOPTING TITLE 17 TO THE ATHERTON MUNICIPAL
CODE - A COMPREHENSIVE ZONING ORDINANCE UPDATE**

RECOMMENDATION

Staff recommends that the City Council continue the public hearing to the October 21, 2009 meeting.

BACKGROUND

The City council, at its August 19, 2009 meeting conducted the public hearing and introduced the Zoning Ordinance Update. The City Council directed staff to make certain revisions to the document and referred one item to the Planning Commission for further review. The City Council also continued the public hearing to the September 16, 2009 meeting.

ANALYSIS

The City Council directed staff to incorporate the following changes into the Zoning Code update;

- Add a provision in the R1-A zoning district for lots that are less than 10,000 square feet in area that would allow basement light wells to encroach into required side and rear yards for the main building. The maximum size of the encroachment is limited to 25% of the required setback; with an area no larger than 100 square feet and the length a maximum 25% of the length of the building. Also add the provision for bay window on the main building to encroach two feet into the required side yard.
- Request the Planning Commission further study the requirement for 20' setback for entry gates for smaller lots
- Remove the proposed requirement for all exterior lighting over 10' from grade on main buildings to be shielded or down lit.
- Remove the proposed requirement for exterior lighting on entry gates and columns to be shielded or down lit.
- Remove the proposed provision that would allow interior fences up to a height of 8'

City Attorney Wynne Furth indicated that State Planning and Zoning law (Government Code Section 65857) requires that the City Council refer any items not previously considered by the Planning Commission back to the Commission for its report and recommendation. The Planning Commission is not required to hold a public hearing, but is required to report within 40 days of the City Council's

action. Specifically, adding the provision in the R1-A zoning district for lots less than 10,000 square feet for light well and bay window encroachment was not previously considered by the Planning Commission. The Commission did consider this provision in the R1-A zoning district, but had not considered the provision for the smaller lots in Town. Staff therefore recommends this item be referred to the Planning Commission for consideration at its September 23, 2009 meeting. Staff will report back to the City Council at its October 21, 2009 meeting with the recommendations of the Planning Commission. At the October 21, 2009 meeting, the City Council could conduct the public hearing, hold the second reading and adopt the Zoning Code Update.

CONCLUSION:

Continuing the public hearing on the zoning code update will allow sufficient time for the Planning Commission to review the new provision in the R1-B zoning district and report back to the City Council. This process is consistent with State Law.

ALTERNATIVES:

Staff does not recommend the City Council consider alternative action as it would not be consistent with State Law. The City Council, at its October 21, 2009 meeting, could decide to adopt the Zoning Code or could further continue the public hearing.

FISCAL IMPACT:

There will be additional staff time associated with the additional Planning Commission meeting. This additional expense is within the adopted budget.

Costs associated with the implementation of the zoning code will be borne by applicants.

ENVIRONMENTAL IMPACT:

The proposal has been determined to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Sections 15061(B)(3); the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. When it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Staff determined through the preparation of an initial study that the proposed zoning code update would not have any adverse impact on the environment.

FORMAL MOTION:

I move that the City Council continue the public hearing on the Zoning Code Update to the October 21, 2009 meeting.

/s/ *Lisa Costa Sanders*

Lisa Costa Sanders, Deputy Town Planner Jerome D. Gruber, City Manager



Town of Atherton

CITY COUNCIL STAFF REPORT

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

FROM: LOUISE HO, FINANCE DIRECTOR

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

**SUBJECT: ADOPT RESOLUTION 09-32 TO APPROVE MASTER FEE SCHEDULE
SETTING MISCELLANEOUS FEES FOR TOWN SERVICES**

RECOMMENDATION

Conduct a Public Hearing and Adopt resolution 09-32 approving Master Fee Schedule for miscellaneous fees for Town services.

DISCUSSION

On January 29, 2009, The Town of Atherton engaged the services of NBS to prepare a cost allocation plan, full cost recovery staff hourly rates, and comprehensive fee study. For the last few months, NBS has worked and presented several draft master fee schedules to the Town for review and comment. The City Council also conducted public hearings and study sessions to invite public input and asked questions of NBS. Attached is the proposed Master Fee Schedule and report prepared by NBS explaining the various fees structure and methodology.

Once the proposed Master Fee Schedule is approved by the City Council, the new fees will be effective 60 days after adoption.

FISCAL IMPACT

The new Master Fee Schedule is expected to generate modest revenues for the Town. NBS is projecting up to \$150,000 of additional revenues to General Fund for the remainder of FY 2009-10.

Prepared by:

Approved by:

Louise Ho, Finance Director

Jerome D. Gruber, City Manager

Attachment: Resolution
Transmittal Letter
Back up documentation Memo
Master fee schedule

RESOLUTION NO. 09-32

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 NBS to prepare a Cost Allocation, Cost Recovery, and Comprehensive Fee Study to establish a 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 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 special meetings on June 10, 2009 and June 25, 2009 and at a regular meeting on September 16, 2009, 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 Exhibit A 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. 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 5. 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 6. 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 16th day of September 2009, by the following vote:

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

Jerry Carlson, MAYOR
TOWN OF ATHERTON

ATTEST:

Theresa DellaSanta, Deputy City Clerk

APPROVED AS TO FORM:

Wynne Furth, City Attorney



TRANSMITTAL

TO: Louise Ho, Finance Director
Town of Atherton

FROM: Jeanette Hahn, Director
NBS

DATE: September 10, 2009

RE: Technical Analysis for Comprehensive Fee Study

PURPOSE

The purpose of this transmittal is to introduce a series of technical exhibits which illustrate the analytical work of the Town of Atherton's Comprehensive Fee Study performed by NBS. The separate technical exhibits provide the following information:

- A. Proposed Master Fee Schedule
- B. Proposed Master Fee Schedule with Comparison to Current Fees and Costs of Service
- C. Illustration of Proposed Building Permit Fees with Comparison to Current Fees and Costs of Service
- D. Overhead Cost Allocation Plan
- E. Fully-Burdened Composite Hourly Rates
- F. Activity Costs of Service
- G. Market Comparison of Fees

The proposed Master Fee Schedule shown as Exhibit A is currently scheduled for consideration at a Public Hearing on September 16, 2009, per the Town's Public Notice issued on September 4, 2009. In addition to the upcoming Public Hearing, the work, progress, and outcomes of this study have been presented to the City Council during a series of special meetings on the following dates: April 7, 2009; June 1, 2009; June 25, 2009; and July 28, 2009.

SCOPE OF STUDY

The Town's Comprehensive Fee Study encompassed user fees and regulatory fees, including the following services and activities:

- Development and construction regulation activities, including:
 - Development plan review, zoning, and other planning and engineering activities
 - Building plan check and inspection and related activities
- Public Works services and activities, including:
 - Review and inspection of improvements within the public right-of-way
 - Various operational and maintenance activities

- Parks services, including:
 - Rental of Town facilities
 - Use of parks
- Administrative services
- Police services and activities

The study purposely did not include the following types of fees and charges: business licenses, fines, and development impact fees. These excluded fees require different analytical justification than the included fees and/or are under separate review by the Town through other processes.

It is generally accepted in California that cities are granted the authority to impose these user fees and regulatory fees for services and activities they provide through provisions of the State Constitution. First, cities are granted the ability to perform broad activities related to their local policing power and other service authority as defined in Article XI, Sections 7 and 9. Second, cities are granted the ability to establish fees for service through the framework defined in Article XIII B, Section 8. Under this latter framework, a fee may not exceed the estimated reasonable cost of providing the service or performing the activity. For a fee to qualify as such, it must relate to a service or activity under the control of the individual/entity on which the fee is imposed. For example, the individual/entity requests service of the municipality or his or her actions specifically cause the municipality to perform activities pursuant to its regulatory obligations. In this manner, the service or the underlying action causing the municipality to perform activities is discretionary. As a discretionary service or activity, the individual/entity can avoid the fee. Therefore, the user fees and regulatory fees considered in this study fall outside requirements that must otherwise be followed by the Town to impose special taxes or fees imposed as incidences of property ownership. For all the fees included in the proposed Master Fee Schedule, the City Council has the authority to approve modification and/or implementation.

The Town's chief purposes in conducting this study were to ensure that existing fees were calibrated to the costs of service and to provide an opportunity for the City Council to consider, if not optimize, its fee-related revenue sources, provided that any increased cost recovery from user fees and regulatory fees would not conflict with broader Town goals and values.

METHODS OF ANALYSIS

In determining a proposed Master Fee Schedule, there were three primary phases of analysis used throughout the Town's Comprehensive Fee Study:

- Cost of service analysis
- Cost recovery evaluation
- Fee establishment

Cost of Service Analysis

A cost of service analysis is a quantitative effort which compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those which specifically relate to the activity in question, including the real-time provision of the service. Indirect costs are those which support the provision of services but cannot be directly or easily assigned to the activity in question. An example of a direct cost is the salary and benefit expense associated with an individual performing a service. In the same example, an indirect cost would include the expenses incurred to provide an office and equipment for that individual to perform his or her duties, including (but not exclusive to) the provision of the service in question.

Components of the full cost of service include direct labor costs, indirect labor costs, specific direct non-labor costs where applicable, allocated non-labor costs, and allocated organization-wide overhead. Definitions of these cost components are as follows:

- Direct labor costs – These are the salary/wage and benefits expenses for Town personnel specifically involved in the provision of services and activities to the public.
- Indirect labor costs – These are the salary/wage and benefits expenses for Town personnel supporting the provision of services and activities. This can include line supervision and departmental management, administrative support within a department, and staff involved in technical activities related to the direct services provided to the public.
- Specific direct non-labor costs – These are discrete expenses incurred by the Town due to a specific service or activity performed, such as contractor costs, third-party charges, and very specific materials used in the service or activity. (In most fee types, this component is not used, as it is very difficult to directly assign most non-labor costs at the activity level.)
- Allocated indirect non-labor costs – These are expenses other than labor for the departments involved in the provision of services. In most cases, these costs are allocated across all services provided by a department, rather than directly assigned to fee categories. Throughout the cost of service analysis used in this study, many non-labor expenses have been excluded from allocation if they can be directly attributable to a service not under review in this study.
- Allocated indirect organization-wide overhead – These are expenses, both labor and non-labor, related to the Town's agency-wide support services. Support services include general administrative services provided internally across the Town's departments by the Administration Department, the City Council, the City Attorney, and the Finance Department, as well as cost burdens for building use and facilities maintenance. These support services departments provide functions to the direct providers of public service, such as overall management, human resources, payroll, financial management, information technology, and other similar business functions.

These cost components were expressed using annual (or annualized) figures, representing a twelve-month cycle of expenses incurred by the Town in the provision of all services and activities agency-wide.

Nearly all of the fees under review in this study require specific actions on the part of Town staff to provide the service or conduct the activity. Because labor is an underlying factor in these activities, the full cost of service was most appropriately expressed as a fully-burdened cost per available labor hour. This labor rate – expressed as composite rate for each department in the Town's organization or functional division within a department – served as the basis for further quantifying the average full cost of providing individual services and activities.

To derive the fully-burdened labor rate for each department – and various functional divisions within a department – two figures were required: the full costs of service and the number of hours available to perform those services. The full costs of service were quantified generally through the earlier steps described in this analysis. The number of hours was derived from a complete listing of all personnel employed by the Town and reflected in the labor expenses embedded in the full cost of service.

Each Town employee was assigned a full-time equivalent factor. An employee working full-time would have a factor of 1.0; an employee working exactly half-time would have a factor of 0.5. A full-time employee is paid for roughly 2,080 hours per year of regular time. Using this as an initial benchmark of labor time, each employee's full-time equivalent factor was applied to this amount of hours to generate the total number of regular paid hours in each department.

Next, each employee's annual paid leave hours were approximated. Paid leave included holidays, vacation, sick leave, and any other regular leave indicated in personnel data. Once quantified for the

entire department, annual paid leave hours were removed from the total number of regular paid hours to generate the total number of available labor hours in each department. These available hours represent the amount of productive time during which services and activities can be performed.

The productive labor hours were then divided into the eligible annual full costs of service to derive a composite fully-burdened labor rate for each department or functional division. This schedule of composite labor rates by department was used in this Fee Study to quantify costs at an individual fee level. It should be noted, however, that the composite labor rates may also be used by the Town for other purposes when the need arises to calculate the full cost of general services. (As a work product of this study, the Town will be provided with a listing of fully-burdened hourly rates for each individual staff position, as well.) For nearly all services and activities in a governmental agency – not just those reflected in a fee schedule – labor is the most accessible and reasonable underlying variable.

Once fully-burdened labor rates were developed, they could be used at the individual fee level to estimate an average full cost of providing each service or activity. This step required the development of staff time estimates for the services and activities listed in the master fee schedule. Since the Town does not systematically track personnel time at a level of detail that could be applied in a cost of service analysis, interviews and questionnaires were used to develop the necessary data sets describing estimated labor time. In most cases, departments were asked to estimate the average amount of time (in minutes and hours) it would take to complete a typical occurrence of each service or activity considered. In some cases, a range of estimated time for a service or activity was developed, to best understand highly variable activities. Every attempt was made to ensure that each department having a direct role in the provision of each service or activity provided a time estimate.

It should be noted that the development of these time estimates was not a one-step process: estimates received were carefully reviewed by both consultant and departmental management to assess the reasonableness of such estimates. Based on this review, some time estimates were reconsidered until all parties were comfortable that they reasonably reflected average workload at the Town. Once finalized, the staff time estimates were then applied to the fully-burdened labor rate for each department and functional division to yield an average full cost of the service or activity.

The above-described steps were used for each department to describe the costs of general services, including those activities related to an existing or newly considered fee. For several sub-sets of fees, some deviations in analytical methods were taken to provide supplemental information in defining the full costs of services.

For development review services – the regulatory activities conducted by personnel in the Building and Planning Departments and the Engineering division of the Public Works Department – additional steps were taken to define the full cost of service. Before generating a fully-burdened labor rate, departmental staff was asked through an interview and questionnaire process to describe their annual workload across various functions of development review services. The purpose of this effort was to reflect the magnitude of the development review process and the fact that many of the indirect activities conducted by these departments – while not directly related to the act of reviewing, inspecting, and approving development or construction – are necessary components in providing complete and accurate regulation of those activities.

For example, the Planning Department devotes time to long-range or strategic planning, an effort required to establish the policies and standards under which direct review and approval of development applications occurs. It can be argued reasonably that effort associated with long-range planning is in fact part of the process of development review, and its costs can be considered for cost recovery – in whole or in part – through fees. As another example, the Building Department conducts some level of code enforcement: activities related to non-compliance with development, construction, and building regulation. It can be argued reasonably that those efforts – while related to development regulation – should not be considered for cost recovery from fees: that such efforts should either be funded by the public at large through General Fund resources or through the collection of penalties imposed on those in non-compliance with Town code.

From this functional expression of development review activities in each of these departments/divisions responsible for the activities, a fully-burdened rate per hour of time spent on active development applications and projects was computed. This rate included a provision for costs associated with indirect activities that were determined to have a correlation to the provision of development regulation. This fully-burdened hourly rate was different than that computed for other activities across other Town departments. Those other hourly rates encompassed the general activities of the departments. The fully-burdened rate calculated through this supplemental process for Building, Planning, and Engineering is applicable to services and activities within the sphere of development review.

Fees within the Parks Program – specifically, facility rentals – were calculated following fully-burdened labor rates that were derived for several specific categories of personnel, in addition to functional divisions. Hourly rates distinguish between full-time and part-time labor, and the type of labor being performed: rental coordination/management and facilities maintenance. Hourly rates in this program also carry a significant indirect service related to the estimated annual maintenance costs of facilities and grounds available for rent (or necessary to support rental).

The products of the Cost of Service Analysis can be viewed in the separate technical exhibits in Exhibit Series E and Exhibit Series F. A summary of cost of service results can be seen in each fee category by viewing the working version of the Master Fee Schedule in Exhibit B.

Cost Recovery Evaluation

Once the full cost of service was quantified for individual fees or for a body of fees, the next steps toward establishing fees were to first understand current levels of cost recovery from fee revenues and then – if applicable and desired – to target a different level of cost recovery from new and/or increased fees.

Current levels of cost recovery from existing fee revenues were stated simply by comparing the existing fee for each service or activity – if a fee was imposed – to the average full cost of service quantified through this analysis. Cost recovery was expressed as a percentage of the full cost. A cost recovery rate of 0-percent (0%) means no costs are recovered from fee revenues. A rate of 100-percent (100%) means that the full cost of service is recovered from the fee. A rate between 0- and 100-percent indicated partial recovery of the full cost of service through fees. A rate greater than 100-percent means that the fee exceeded the full cost of service.

With some exceptions, user fees and regulatory fees examined in this study should not exceed the full cost of service. In other words, the cost recovery rate achieved by a fee should not be greater than 100-percent. In most cases, imposing a fee above this threshold could require the consensus of the voters. Exceptions to this rule typically focus on areas where the fee actually behaves akin to a fine or penalty imposed on an individual or entity that has violated Town requirements or code. In those circumstances, the Town is not limited to the cost of service when setting the amount. Another exception to this rule is in areas where policy or values may encourage a differential fee for Town residents and non-residents, which is most often applied in parks and recreation programs. It is commonly accepted in governmental fee-setting that justifications can be made for imposing a moderately higher fee on non-residents than the full cost of the direct service in question. A common, generally-accepted justification is that the non-resident does not also contribute individual taxes to the municipality: revenues which have contributed to making the Town a fully-functioning entity with an organization, property, facilities, and equipment, without which the provision of the individual service in question would not even be possible.

Determining the targeted level of cost recovery from a new or increased fee is not an analytical exercise. Instead, targets reflect agency-specific judgments linked to a variety of factors, such as existing Town policies, agency-wide or departmental revenue objectives, economic goals, community values, market conditions, level of demand, and others. Because of this, targeted levels of cost recovery vary by fee type and/or department.

A general means of selecting an appropriate cost recovery target is to consider the public and private benefits of the service or activity in question. To what degree does the public at large benefit from the

service? To what degree does the individual or entity requesting, requiring, or causing the service benefit? When a service or activity completely benefits the public at large, it can be argued reasonably that there should be no cost recovery from fees (i.e., 0-percent cost recovery): that a truly public-benefit service is best funded by the general resources of the Town, such as General Fund revenues (e.g., taxes). Conversely, when a service or activity completely benefits an individual or entity, it can be argued reasonably that 100-percent of the cost should be recovered from fees collected from the individual or entity.

Under this approach, it is often found that many governmental services and activities fall somewhere between these two extremes, which is to say that most activities have a mixed benefit. In the majority of those cases, the initial cost recovery level targeted may attempt to reflect that mixed public and private benefit. For example, an activity that seems to have a 40-percent private benefit and a 60-percent public benefit would yield a cost recovery target from fees of 40-percent.

In some cases, a strict public-versus-private benefit judgment may not be sufficient to finalize a cost recovery target. Any of the following other factors and considerations may influence exclusively or supplement the public/private benefit of a service or activity:

- If optimizing revenue potential is an overriding goal, is it feasible to recover the full cost of service?
- Will increasing fees result in non-compliance or public safety problems?
- Are there desired behaviors or modifications to behaviors of the service population that could be helped or hindered through the degree of pricing for the activities?
- Could fee increases adversely affect Town goals, priorities, or values?

For specific sub-sets of Town fees, even more specific questions may influence ultimate cost recovery targets:

- Does current demand for services support a fee increase without adverse impact to the citizenry served or current revenue levels? (In other words, would fee increases have the unintended consequence of driving away the population served?)
- Is there a good policy basis for differentiating between type of users (e.g., residents and non-residents, residential and commercial, non-profit entities and business entities)?
- Are there broader Town objectives that inform a less than full cost recovery target from fees, such as economic development goals and local social values?

Because this element of the study is subjective – despite the above attempts to provide structure for consistent decision-making – the proposed Master Fee Schedule in Exhibit A represents the cost recovery recommendations of the departments most closely involved with each set of fees. In this case, the consultant in charge of the analytical outcomes of this study has provided the full cost of service information and the framework for considering fees, while those closest to the fee-paying population – the Town departments – have considered appropriate cost recovery levels at or below that full cost. One exception to this staff-recommended set of cost recovery targets exists in Building fees: In this case, the City Council has provided substantive direction in the level of cost recovery, which has significantly influenced the final fees proposed, as summarized later in this transmittal.

Current cost recovery levels from existing fees can be viewed in the working version of the Master Fee Schedule shown in Exhibit B.

Fee Establishment

Once the full cost of service was established and cost recovery targets were set, fees were calculated. The fully-burdened rate was applied to an average labor time estimate to generate the average full cost of service. If less than full cost recovery was targeted, this figure was then adjusted downward to match the intended level of cost recovery from the fee. In nearly all cases, once these few steps were complete, the proposed fee was complete.

Because many of the Town's fees are flat fees, they correspond directly to the average full cost of service result. For most Planning Department activities and for a few activities in other departments where estimating an average was impossible, use of fully-burdened hourly rates coupled with formal or informal time-tracking was retained or suggested as the fee structure. (In other words, the Town would impose a fee per hour of staff time, requiring some degree of time estimation and/or tracking.) In other cases, the average full cost of service was translated into a cost per unit of service, based on data or estimates provided by the lead department for the fee in question.

Calculating fees during this study also included a range of other activities, described below:

- Development of a consolidated, master schedule of fees – One objective of this study was to develop a consolidated schedule of all Town-wide user fees and regulatory fees. This report provides a master schedule in the appendices. (Exhibit A is the suggested form for implementation.)
- Addition to and deletion of fees imposed – The study process provided each department the opportunity to propose additions and deletions to their fee schedules, as well as rename, reorganize, and clarify fees imposed. Many such revisions were performed to better conform fees to current practices, as well as improve the calculation of fees owed by an individual, the application of said fees, and the collection of revenues. In other words, as staff is more knowledgeable and comfortable working with the fee schedule, the accuracy achieved in both imposing fees on users and collecting revenues for the Town is greater. Beyond this, some additions to the fee schedule were simply identification of existing services or activities performed by Town staff for which no fee was imposed.
- Revision to the structure of fees – In most cases, the current structure of fees was sustained; the level of the fee was simply recalibrated to match the costs of service and targeted cost recovery level. In several cases, however, the manner in which a fee is imposed on a user was changed, most noticeably in the Public Works Department. In the majority of cases in which this was done, the primary objectives were to better relate the fee structure to the manner in which service is performed or increase the likelihood that the full cost of service would be recovered accurately.
- Documentation of tools to calculate special cost recovery – An element added to the Town's fee schedule was the inclusion of fully-burdened hourly rates by department. Documenting these rates in the fee schedule provides an opportunity for the City Council to approve rates that should be used whenever the Town computes a special form of cost recovery under a "time and materials" approach. It also provides clear publication of those rates, so ultimate fee payers of any uniquely determined fee can reference the amounts. Publication of these rates in the master fee schedule is accompanied by language providing that special forms of cost recovery for activities and services not contemplated by the adopted master fee schedule can be computed at the discretion of the City Manager or his or her designee, following the rates adopted by the City Council in the master fee schedule.

Data Sources

The following data sources were used to support the cost of service analysis and fee establishment phases of this study:

- The Town of Atherton Adopted Budget for Fiscal Year 2009-10.
- The Town of Atherton actual estimated revenues and expenditures for Fiscal Years 2007-08 and 2008-09.
- Various correspondences with the Town staff supporting the adopted Fiscal Year 2009-10 budget and current fees, including budget notes and expenditure detail not shown in the published document.
- A complete listing of all Town personnel, salary/wage rates, regular hours, paid benefits, and paid leave amounts – provided by the Finance Department.
- Prevailing fee schedules provided by each involved department.
- Permit history from the Building Department for Fiscal Years 2003-04 through 2008 (summary level) and May 2008 through May 2009 (detailed).
- Various organizational and procedural documentation provided by individual departments describing processes, rules, and standards for certain services and activities.
- The draft Overhead Cost Allocation Plan for Fiscal Year 2009-10, prepared by NBS as a separate effort performed concurrently with this Fee Study. Refer to Exhibit D for the analysis.

The Town's adopted budget is the most significant source of information affecting cost of service results. It should be noted that consultants did not conduct separate efforts to audit or validate the Town's financial management and budget practices, nor was cost information adjusted to reflect different levels of service or any specific, targeted performance benchmarks. This study has accepted the Town's budget as a legislatively adopted directive describing the most appropriate and reasonable level of Town spending. Consultants accept the City Council's deliberative process and adoption of the budget plan, and consultants further assert that through that legislative process, the Town has yielded an expenditure plan it deems reasonable, valid for use in setting cost-based fees.

Beyond the data sources listed above, original data sets were also developed to support the work of this study: primarily, estimated staff time at various levels of detail. To develop these data sets, consultants prepared questionnaires and conducted meetings and interviews with individual departments. In the fee establishment phase of the analysis, departmental staff provided estimates of average time spent providing a service or activity corresponding with an existing or new fee. Consultants and departmental management reviewed and questioned responses to ensure the best possible set of estimates.

For development review services, in the supplemental step that required staff to describe their annual workload across various functions of service, a deductive questionnaire was prepared. That tool required responding personnel to work step-by-step through their last year and estimate time spent across indirect and direct activities. The deductive approach was designed to avoid the natural inclination toward over-estimation related to the direct permitting function of each division. Responses to this questionnaire were also reviewed by both consultants and departmental management, and data was revised when inconsistent with overall activity at the Town or when anomalies were found.

(Note: The use of time estimates in fee justification is widely practiced throughout the public sector in California and other states. It is unusual for municipalities – even very large agencies – to have systematically tracked staff time at a level of detail that would be informative in a cost of service analysis. However, advances in information technology available to the public sector, including cost-effective and user-friendly software systems, are now slowly enabling agencies to gather meaningful and quality data useful in fee studies. Outside of systematic time-keeping, the only other alternative to time estimation is to conduct time studies. A time study is a process by which individual staff members record time in specific categories for a pre-determined amount of time (e.g., six weeks to six months or longer). For

most of the services considered in this Fee Study, temporary time studies would not likely generate better information than outright estimation based on staff experience and knowledge of processes; the sample size attainable in a short amount of time would almost certainly be too small. For these reasons, it was the decision of this study to trust in the experience and judgment of Town staff and management, coupled with the consultant's experience at other agencies in the development of time estimates.)

The final sets of labor time estimates used in this study are reflected throughout the cost of service analysis shown in Exhibit Series E and Exhibit Series F.

SUMMARY OF OUTCOMES

Please refer to Exhibit A for the proposed Master Fee Schedule, which is the primary product of the Town's Comprehensive Fee Study. (Exhibit B provides additional detail, including current fees, costs of service, current cost recovery levels, and proposed fee amounts.)

The following sections provide several highlights from each broad section of fees, focusing primarily on changes to cost recovery policy.

Administrative Fees

The cost of service analysis has yielded some opportunities for improved cost recovery in this area of fees. In nearly all cases, fees for various administrative services the Town performs are proposed to be calibrated to the full cost of service incurred by the Town to the extent allowed by State law. (Several activities are limited by statute.) Many changes to this fee schedule are also reflective of a modernization of services, which includes less reliance on distribution of information via paper documents and increased use of email distribution and/or web publishing.

Building Fees

The majority of the Town's Building fee revenue comes from its valuation-based Building Permit fee structure for new and remodeled construction. The proposed fee schedule listed in Exhibit A does not modify the valuation-basis for Building Permit fees; however, based on the results of the cost of service analysis and subsequent policy direction from the City Council, substantive edits are proposed.

Best illustrated in the graphs included in the technical exhibits as Exhibit C, the cost of service analysis shows that the Town is recovering varying degrees of the full cost of service across different project valuations. The most significant under-recovery occurs at the lower end of the valuation spectrum, shown best in Graph B and Graph E for Building Permit and Plan Review activities respectively. At the higher end of the valuation spectrum – best illustrated in Graph C and Graph F – under-recovery is still observed for Building Permit activities, while Plan Review fees are recovering at or near the full cost of service.

The full cost of service for Building activities is inclusive of all eligible direct and indirect costs of the regulatory function, excluding activities associated with punitive code enforcement and activities completely unrelated to the review and inspection of private construction. The full cost of service does include costs attributable to public information and assistance. However, upon review with the City Council, direction was received from a consensus of Councilmembers that such costs, while indirectly attributable to development and construction regulation within the Town, may be best recovered by the general resources of the Town due to the at-large benefit such service yields. Excluding these costs results in a targeted cost recovery rate for Building activities of approximately 79% of maximum eligible costs of service. (This percentage is based on current workload distribution; if such a policy is sustained in the future, the actual percentage may change as workload shifts.)

From this benchmark, Building Department staff and consultants devised a proposed fee structure that targets the Council-directed level of cost recovery. One additional modification to this target was made: Given the scale of discrepancy between the costs of service and current fees at the lower end of the valuation spectrum, staff chose to propose fee amounts that improve cost recovery achieved but to avoid

moving substantively out of line with fees imposed by comparable or neighboring agencies. The resulting fee structure provides a linear progression of increasing fee amounts as valuation increases, topping out at the Council-directed cost recovery target of 79% for both Building Permit and Plan Review fees.

Exhibit C, Graphs H and I, best illustrate the total cost to an applicant under the resulting proposed fee structure. Graph H shows the total fee – for Building Permit and Plan Review – increasing substantively for all project valuations between \$1 and \$100,000. Graph I shows that despite an increase in the Building Permit fee to meet the Council-directed cost recovery target, the total fee paid by applicants with projects valued greater than roughly \$700,000 will actually decrease. This is predominantly due to the need to recalibrate Plan Review fees at the higher end of the valuation spectrum, which were already proved to be performing at or near full cost recovery (i.e., higher than the proposed Council-directed cost recovery target stemming from this study). Despite this higher-end decrease, Building fee revenues are projected to increase on the whole; however, revenue increases will come from lower-end, currently under-recovering projects and miscellaneous Building permits.

Also supported by the cost of service analysis, Town staff is proposing to modify the bases for determining permitted values for construction, which is used as the method for classifying projects within the Town's valuation-based Building Permit fee structure. Currently, all habitable construction is valued at \$350 per square foot. Exhibit A reflects a proposal to reduce the basis for remodeled construction to \$300 per square foot. Also, non-habitable construction is valued currently at \$250 per square foot, and Exhibit A reflects a proposal to reduce that basis to \$200 per square foot. Within this topic, Town staff will also be modifying its procedures to no longer allow a contractor's estimate to be used for valuing remodeled construction, instead relying on the above-cited bases.

Outside of the Building Permit and Plan Review fee structure, the miscellaneous permit fees and other activities within the Building Department shown in Exhibits A and B are proposed to change to varying degrees. In general, the Council-directed cost recovery target is sought – yielding fee increases – however, fee levels imposed by neighboring or comparable cities also influenced staff proposals. Several new fees are also proposed – primarily associated with excessive effort caused by an applicant or non-compliance – as are administrative fees associated with deposits.

Finally, as part of this effort, Town staff will be revising procedures related to the timing of fee collection. Past practice has required the Town to collect all estimated fees at the time of submittal. Staff proposes to modify procedures to require payment only of Plan Review fees at the time of submittal, with all remaining fees due at the time of Building Permit issuance. Town staff believes this change in process will streamline administrative burdens, particularly in the event that a project does not proceed beyond submittal, which currently necessitates fee refunding.

Planning Fees

The Town's current Planning fee structure is intended to recover all costs of individual development review and approval, particularly those costs incurred by the Town's use of contract planners. Full cost recovery is aided by this department's practice of billing applicants for actual time incurred to a project in most cases. No change to that practice is proposed.

The cost of service analysis has recalibrated the applicable fully-burdened hourly rates for Planning activities. These rates reflect the full cost of service of the Town's Planning function excluding the indirect service of providing information and assistance to the public regarding development review and punitive forms of code enforcement. Excluding costs attributable to public information and assistance conforms to direction received from the City Council that such costs, while indirectly attributable to development within the Town, may be best recovered by the general resources of the Town due to the at-large benefit such service yields. Excluding these costs results in a targeted cost recovery rate for Planning activities of approximately 71% of maximum eligible costs of service. (This percentage is based on current workload distribution; if such a policy is sustained in the future, the actual percentage may change as workload shifts.)

Based on this cost recovery target, minimum fee amounts have been recalibrated, and initial deposits against actual staff time recorded for each project have been revisited. Several activities with no prior fee have also been proposed for new fees to provide additional cost recovery: pre-application reviews, initial reviews, and revisions. Despite these new fees, the activities are intended to improve application quality and may help to keep an applicant's subsequent fee amount lower; or, in the case of fees for revisions, modifications to undesirable behaviors may be encouraged.

There are only three activities for which fees are not proposed to change, and hence, cost recovery shall remain less than the overall target: Appeals are proposed to remain as currently listed to avoid potential disenfranchisement; School Master Plans are not proposed to change to encourage continued participation in the process; and Home Occupation Reviews are proposed to remain unchanged to avoid discouraging compliance.

Parks Program Fees

Opportunities for increased revenue exist across all Parks Program services, when compared to costs of service; however, of all fees imposed by the Town, these are considered the most sensitive to market conditions (i.e., competition from nearby, similar facilities and other factors). Fees proposed in Exhibit A make progress toward full cost recovery, but remain influenced by market comparisons:

- Fees for facility rentals for weddings and social events are proposed to increase within the Town's costs of service but not to exceed fees for similar facilities to avoid driving away demand.
- Fees for facility rentals for meetings are proposed to increase within the Town's costs of service, but will continue to be heavily discounted to avoid driving away demand and continue marketing benefits for weddings and social events which are attained through these non-peak period uses.
- Fees for day use permits are proposed to increase; however, the Parks Program will alter its policies to provide exclusive use of amenities with the purchase of a permit.
- Proposed fees for facility rentals eliminate discounted pricing for residents and waivers for historically subsidized Town organizations. For the latter – Town organizations, the Parks Program will work with organizations to provide discounted rentals depending on the facility rented and timing of rental.

Public Works Fees

With the exception of one activity, current fees imposed by the Public Works Department generate revenue well below the Town's full cost of each service. In every case, Public Works fees shown in Exhibit A target full cost recovery, as determined through the cost of service analysis.

That said, in addition to improved cost recovery, fee restructuring has also been performed to better correlate fee amounts to different levels of effort actually required. This will improve the equity inherent in fees paid by individuals, particularly with respect to Encroachment Permits. For example, separate fee categories by project type and defining characteristics have been proposed. Fee amounts are also proposed to be determined based on metrics which can account for the size or complexity of a project. Additionally, the level of effort embedded in each fee amount is defined, particularly in terms of the number of plan review and inspections anticipated; and additional fees are proposed for cases where the applicant causes the Town to exceed those defined levels of effort. Finally, in cases where the level of staff time involved in review/inspection is highly variable and/or the use of external consultants is required, proposed fees target full cost recovery through the charging for actual time recorded to the project.

Police Fees

With few exceptions, fees for Police services and activities are targeted to recover the full cost of service calculated through this study. In some cases, this requires a fee decrease, consistent with modern practices and efficiencies compared to the basis for current fees. It should be noted that updated hourly rates for departmental labor provides an opportunity to the Town for improved cost recovery, particularly when associated with special service requests fulfilled by the Police Department.

Less than full cost recovery will be accepted for two fee categories: alarm registration and alarm signs. It is the recommendation of departmental staff that the community's broader crime prevention program not be potentially compromised by an increase in fees that might deter participation.

Approximate Revenue Projection

The proposed Master Fee Schedule includes revisions to fees which should improve the Town's recovery of costs incurred to provide individual service. Predicting the amount to which those fee increases will affect Town revenues is very difficult to quantify, as the services considered in this analysis are discretionary, non-recurring, and dependent upon factors and conditions external to the Town and outside its influence. For the near-term, the Town should not rely upon increased revenues to meet any specific, necessary expenditure plan. Experience with these fee increases should be gained first before revenue projections are revised. However, unless there is some significant, long-term change in activity levels at the Town, these proposed fee increases should – over time – enhance the Town's revenue capabilities, providing it the ability to stretch other resources further for the benefit of the public at large.

Of the fees under review in this study, the Town recorded a total of \$1,512,408.20 in revenues in Fiscal Year 2008-09. The fees shown in the Master Fee Schedule have the potential to generate an incremental addition to revenues of \$350,000, which would represent an approximate increase to total Town user/regulatory fee revenue of 23%. This overall increase is the product of many changes to fees across all Town departments, which includes both increases and decreases to fees. For example, it is expected that Plan Review revenue in the Building Department may actually decrease by roughly 5% under the new fees, while revenues from Encroachment permits have the possibility of doubling, depending on the characteristics of individual projects.

This figure is a very rough estimate and should be accompanied by many caveats, not the least of which is: The incremental revenue estimate assumes the same underlying activity levels that drove revenue receipts in FY 2008-09. It is problematic to attempt to predict activity levels, particularly in fee structures that are based heavily on project-specific variables, such as future staff time (e.g., Planning fees) and characteristics of future projects (e.g., Encroachment Permits). Furthermore, the incremental revenue estimate assumes newly proposed fees would apply immediately after the statutory wait period is exhausted, which is true in all cases except for facility rentals, where existing contracts for future events would be grandfathered in at older fee levels. Revenue estimates here assume full implementation (i.e., all fee payers are subject to the modified fees).

NEXT STEPS

The outcomes summarized in this transmittal and shown in the separate series of technical exhibits from the study will be presented and discussed further with the City Council at a Public Hearing scheduled for September 16, 2009. A final report for the Comprehensive Fee Study will be delivered to the Town upon completion of the project, which is currently estimated to occur after adoption of a Master Fee Schedule by the City Council. In addition to that final report describing final fee outcomes after Council deliberation and action, NBS will be delivering to the Town the functional analytical models used to justify cost allocations, fully-burdened hourly labor rates for Town personnel, and activity costs of service.



-- DRAFT EDITION --
-- FINDINGS SUBJECT TO CHANGE BASED ON CITY COUNCIL DELIBERATION AND ACTION --

**COST OF SERVICE STUDY FOR ANALYZING
USER FEES AND REGULATORY FEES**

TECHNICAL EXHIBITS

Prepared for the

TOWN OF ATHERTON

August 2009

Submitted By



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EXHIBIT A

Proposed Master Fee Schedule

Draft Edition Subject to Change Based on City Council Deliberation and Action

TOWN OF ATHERTON

MASTER FEE SCHEDULE

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TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Administrative Fees

Service	Fee
ADMINISTRATIVE FEES	
Photocopying and/or Printing	\$0.10 Per Page
Digital Transmission of Files	\$0
Returned Checks (Non-Sufficient Funds)	\$35 Per Check
Stop-payment Check & Lost Check Replacement	\$35 Per Check
Tape Duplication - Per Tape	\$64
Notarize - Per Signature	\$10
Certified Copies - Per Copy	\$32
Special Event Application Review	\$218
Copy of Municipal Code	Free Via Website or See Photocopying and Printing Charge
Copy of General Plan	Free Via Website or See Photocopying and Printing Charge
Copy of Zoning Ordinance	Free Via Website or See Photocopying and Printing Charge
Copy of Budget	Free Via Website or See Photocopying and Printing Charge
Copy of Subdivision Ordinance	Free Via Website or See Photocopying and Printing Charge
List of All Businesses in Atherton	Free Via Website or \$69
Install and Remove Banner	\$387
Business License Processing Fee	\$25 Pass Through
Duplicate Business License Processing Fee	\$25 Pass Through
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates
For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:	
Administration Department Staff:	\$129 Per Hour
Finance Department Staff:	\$166 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

BUILDING FEES

Building Permit Fees

Total Valuation	Building Permit Fee	Plan Review Fee
\$1.00 to \$500	\$155	65% of Building Permit Fee
\$501 to \$2,000	\$155 for the first \$500, plus \$3.05 for each add'l \$100, or fraction thereof, to and including \$2,000	65% of Building Permit Fee
\$2,001 to \$25,000	\$201 for the first \$2,000, plus \$14.00 for each add'l \$1,000, or fraction thereof, to and including \$25,000	65% of Building Permit Fee
\$25,001 to \$50,000	\$523 for the first \$25,000, plus \$10.10 for each add'l \$1,000, or fraction thereof, to and including \$50,000	65% of Building Permit Fee
\$50,001 to \$100,000	\$775 for the first \$50,000, plus \$18.91 for each add'l \$1,000, or fraction thereof, to and including \$100,000	65% of Building Permit Fee
\$100,001 to \$500,000	\$1,958 for the first \$100,000, plus \$5.07 for each add'l \$1,000, or fraction thereof, to and including \$500,000	45% of Building Permit Fee
\$500,001 to \$1,000,000	\$3,986 for the first \$500,000, plus \$3.84 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	45% of Building Permit Fee
\$1,000,001 and up	\$5,906 for the first \$1,000,000, plus \$3.84 for each add'l \$1,000, or fraction thereof	45% of Building Permit Fee

Permitted Value of Construction

New Habitable Construction	\$350 Per Square Foot
Remodeled Habitable Construction	\$300 Per Square Foot
New or Remodeled Non-Habitable Construction	\$200 Per Square Foot

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Fee
BUILDING FEES	
Other Building Fees	
Plumbing, Mechanical, Electrical Permit (First Appliance)	\$100
Plumbing, Mechanical, Electrical Permit (Each Additional Appliance)	\$60
Demolition Permit Fee	\$300
Landscape Screening Permit Fee	\$289
Water Well Permit Fee	\$599
Solar Panels Permit Fee	\$250
Heritage Tree Removal - Staff Level (First Tree)	\$100
Heritage Tree Removal - Staff Level (Each Additional Tree)	\$41
Unauthorized Heritage Tree Removal/Damage (Penalty)	\$500
Excavation Permit	\$496
Re-Inspection Fee	\$100
Special Inspection or Consultation Inspection Fee	\$83 Per Half Hour
Revision Fee	\$165 Per Hour
Address Change	\$165 Per Hour or Consultant Costs
Permit Search	\$20 Plus Photocopying and/or Printing Posts
Reactivation of an Expired Permit	Up to One-Half the Amount Required for a New Permit for Such Work
Work Commencing Without a Permit (Penalty)	Up to Twice the Applicable Building Permit Fee, Subject to the Building Official's Discretion
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates
Second Utility Deposit:	
Deposit	\$10,000
Administrative Fee	\$165
Landscape Screening Deposit:	
Deposit	\$10,000
Administrative Fee	\$165
Temporary Occupancy Deposit:	
Deposit	\$10,000
Administrative Fee	\$165
Excavation Road Deposit:	
Deposit	\$10,000
Administrative Fee	\$165

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Fee
BUILDING FEES	
Recycling Deposit For issuance of any construction permit with a project cost estimated above \$50,000 or will generate more than ten tons of construction or demolition debris.	\$1,000 Minimum and \$500 Minimum for Re-Roof Permits
SMIP Fee SMIP - Residential (California Department of Conservation Mandated Fee) SMIP - Commercial (California Department of Conservation Mandated Fee)	Valuation Amount X 0.0001 Valuation Amount X 0.00021
Building Standards Administration Special Revolving Fund (Senate Bill No. 1473 State Mandated)	
Permit Valuation \$1-25,000 \$25,001-50,000 \$50,001-75,000 \$75,001-100,000 Every \$25,000 or fraction thereof above \$100,000	 \$1 \$2 \$3 \$4 Add \$1
For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:	
Building Division Staff:	\$165 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Planning Fees

Service	Fee
PLANNING FEES	
Conditional Use Permit	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Variance	Billed Per Hour with \$2,289 Minimum, Plus \$2,000 Deposit
Heritage Tree Removal Permit	Billed Per Hour with \$2,293 Minimum, Plus \$2,000 Deposit
Exception Review	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Excessive Height	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Lot Line Redesignation	Billed Per Hour with \$2,289 Minimum, Plus \$2,000 Deposit
Lot Line Adjustment	Billed Per Hour with \$1,636 Minimum, Plus \$2,500 Deposit
Tentative Parcel Map	Billed Per Hour with \$2,289 Minimum, Plus \$2,500 Deposit
Final Parcel Map	Billed Per Hour with \$1,310 Minimum, Plus \$2,500 Deposit
Appeal	\$750
School Master Plan	\$750
Initial Review/Negative Declaration	Billed Per Hour with \$3,595 Minimum, Plus \$2,000 Deposit
Zoning Ordinance Amendment	Billed Per Hour with \$3,595 Minimum, Plus \$2,500 Deposit
General Plan Amendment	Billed Per Hour with \$3,595 Minimum, Plus \$2,500 Deposit
Zoning Review for Home Occupation Business	\$82
Pre-Application Review	Billed Hourly; Reference Hourly Rates
Street Easement Vacation	Billed Hourly; Reference Hourly Rates
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates
Initial Review (2 reviews for fee amount; additional reviews billed hourly):	
a. Fence	\$164
b. Accessory Structures (includes pools)	\$328
c. Accessory Buildings	\$655
d. Additions	\$818
e. New Construction	\$1,308
Revisions to Previously Approved Plans	Billed Hourly; Reference Hourly Rates

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Planning Fees

Service	Fee
PLANNING FEES	
Many of the above-listed fees are applied on an hourly basis and are structured to recover the full cost of service for each activity type. The Town will apply the prevailing hourly rates against recorded staff time to determine the fee amount owed by each applicant. Hourly rates from other departments outside the Planning Department, including the City Attorney's Office, may also apply if staff from those other departments perform work on a specific application. Additionally, the Town will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application. For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:	
Town Planner:	\$226 Per Hour
Deputy Town Planner:	\$178 Per Hour
Senior Planner:	\$169 Per Hour
Assistant Planner:	\$136 Per Hour
Planning Administrative Staff:	\$120 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Parks Program Fees

Service	Fee
PARKS PROGRAM FEES	
Weddings/Receptions or Social Functions	
One Building Rental	
1 - 100 Guests	\$2,000
101 - 200 Guests	\$2,250
Additional Hour	\$100 Per Hour
Additional Attendant	\$50 Per Hour
Two Building Rental	
1 - 100 Guests	\$4,000
101 - 200 Guests	\$4,500
Additional Hour	\$100 Per Hour
Additional Attendant	\$50 Per Hour
Deposit	
Security Deposit:	\$1,000
Amount refundable if cancelled more than nine months in advance	\$750
Amount refundable if cancelled seven to nine months in advance	\$500
Amount refundable if cancelled six months or less in advance	\$0

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Parks Program Fees

Service	Fee
PARKS PROGRAM FEES	
Meetings	
The Main House	
Half Day (Mon. - Fri.) (Four hours)	\$300
Full Day/Evening (Mon. - Fri.)	\$400; Plus \$50 Per Hour After 5:00 p.m.
Additional Hour	\$50 Per Hour
Carriage House	
Weekday, Half Day (Mon. - Fri.) (Four hours)	\$200
Weekday, Full Day (Mon. - Fri.) (8:00 a.m. - 5:00 p.m.)	\$250
Weekend, Full Day (Sat. - Sun.) (9:00 a.m. - 4:00 p.m.)	\$250; Plus \$25 Per Hour
Weekend Evening (Fri. - Sun.) (5:00 p.m. - 11:00 p.m.)	\$500
Additional Hour or Additional Attendant	\$25 Per Hour
Jennings Pavilion	
1 - 100 Guests	
Half Day (Mon. - Fri.) (Four hours)	\$400
Full Day/Evening (Mon. - Fri.)	\$500; Plus \$50 Per Hour After 5:00 p.m.
Additional Hour or Additional Attendant	\$50 Per Hour
101 - 200 Guests	
Half Day (Mon. - Fri.)	\$500
Full Day/Evening (Mon. - Fri.)	\$600; Plus \$100 Per Hour After 5:00 p.m.
Additional Hour or Additional Attendant	\$100 Per Hour
Town Related Organizations	40% Discount for Main House Meeting Rentals; 20% Discount for Carriage House and Jennings Pavilion Meeting Rentals
Security Deposit (1)	\$250
Other	
Day Use Permit (Exclusive Use of Picnic Facilities)	\$100 Per Day
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates

For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:

Program Director, for services related to facility use:	\$272 Per Hour
Facility Maintenance Staff, for services related to facility use:	\$256 Per Hour
Facility Attendant, for services related to facility use:	\$122 Per Hour

(1) Security deposit not required for Town Related Organizations.

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Fee
PUBLIC WORKS FEES	
Encroachment Permits	
Driveway Connection to Street - Asphalt/Pavers:	
Without Driveway Culvert (up to 3 inspections)	
i. Application	\$300
ii. Plan Check	\$400
iii. Inspection	\$599
Total	\$1,299
iv. Additional Plan Check	\$400
v. Additional Inspection	\$200
With Driveway Culvert (up to 4 inspections)	
i. Application	\$300
ii. Plan Check	\$499
iii. Inspection	\$799
Total	\$1,598
iv. Additional Plan Check	\$499
v. Additional Inspection	\$200
Driveway Connection to Street - Concrete:	
Without Driveway Culvert (up to 4 inspections)	
i. Application	\$300
ii. Plan Check	\$499
iii. Inspection	\$799
Total	\$1,598
iv. Additional Plan Check	\$499
v. Additional Inspection	\$200
Driveway Connection to Street - Concrete:	
With Driveway Culvert (up to 5 inspections)	
i. Application	\$300
ii. Plan Check	\$499
iii. Inspection	\$999
Total	\$1,798
iv. Additional Plan Check	\$499
v. Additional Inspection	\$200

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Fee
PUBLIC WORKS FEES	
Right-of-Way Landscaping, Fence, Etc. - Minor Construction (up to 2 inspections)	
i. Application	\$200
ii. Plan Check	\$100
iii. Inspection	\$200
Total	\$500
iv. Additional Plan Check	\$100
v. Additional Inspection	\$200
Right-of-Way Landscaping, Fence, Etc. - Standard (up to 2 inspections)	
i. Application	\$300
ii. Plan Check	\$200
iii. Inspection	\$400
Total	\$900
iv. Additional Plan Check	\$200
v. Additional Inspection	\$200
Connection to Storm Drain or Atherton Channel:	
i. Application (Per Application)	\$300
ii. Plan Check (Per Application)	\$599
iii. Inspection	
a. In-Pavement (up to 5 inspections)	
i. Trench (per linear foot)	\$48
ii. Bored pit (per pit)	\$1,199
b. Outside Pavement (up to 4 inspections)	
i. Trench (per linear foot)	\$28
ii. Bored pit (per pit)	\$699
Total	Varies
iv. Additional Plan Check	\$599
v. Additional Inspection	
a. In-Pavement	
i. Trench (per linear foot)	\$10
ii. Bored pit (per pit)	\$240
b. Outside Pavement	
i. Trench (per linear foot)	\$7
ii. Bored pit (per pit)	\$175

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Fee
PUBLIC WORKS FEES	
Utility Connect/Disconnect:	
i. Application (Per Application)	\$300
ii. Plan Check (Per Application)	\$400
iii. Inspection	
a. In-Pavement (up to 7 inspections)	
i. Trench (per linear foot)	\$36
ii. Bored pit (per pit)	\$899
b. Outside Pavement (up to 6 inspections)	
i. Trench (per linear foot)	\$24
ii. Bored pit (per pit)	\$499
Total	Varies
iv. Additional Plan Check	\$400
v. Additional Inspection	
a. In-Pavement	
i. Trench (per linear foot)	\$5
ii. Bored pit (per pit)	\$128
b. Outside Pavement	
i. Trench (per linear foot)	\$4
ii. Bored pit (per pit)	\$83
Utility Main:	
i. Application (Per Application)	\$300
ii. Plan Check (Per Application)	\$999
iii. Inspection	
a. In-Pavement (up to 7 inspections)	
i. Trench (per linear foot)	\$40
ii. Bored pit (per pit)	\$999
b. Outside Pavement (up to 6 inspections)	
i. Trench (per linear foot)	\$27
ii. Bored pit (per pit)	\$599
Total	Varies
iv. Additional Plan Check	\$999
v. Additional Inspection	
a. In-Pavement	
i. Trench (per linear foot)	\$6
ii. Bored pit (per pit)	\$143
b. Outside Pavement	
i. Trench (per linear foot)	\$4
ii. Bored pit (per pit)	\$100

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Fee
PUBLIC WORKS FEES	
Telecommunication Installation Permit:	
i. Without Trenching	\$100
ii. With Trenching	See Utility Connect Fee
Property Improvement Permits and Reviews	
Grading and Drainage	Actual Consultant Cost Plus Town Overhead
Detention System Annual Report Filing	\$120
Detention System Annual Report - Submittals Out of Compliance	\$300
Other	
Stop Work Order (Penalty)	50% of Permit Fee
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates
At the discretion of the Public Works Director, additional fees may apply for projects requiring in excess of 8 hours. For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:	
Public Works/Engineering Staff:	\$200 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Police Fees

Service	Fee
POLICE FEES	
Copy of Police Report:	
Without Photos or Tape Copies	\$20
With Photos or Tape Copies	\$119 Per Hour
Vehicle Releases	\$60
Alarm Registration	\$25
Alarm Alert Signs	\$30
Garage Sale/Estate Sale Permits	\$20
Fingerprints	\$58
Solicitor Permit (Valid for six months; business license required)	\$50
After Hours Emergency Construction Permits	\$150
Special Service Request:	
Administrative Fee	\$20
On-Site Personnel Fee	Fully Burdened Hourly Rate x 1.5; 2 Hour Minimum
Clearance Letter	\$20
Microfilmed Reports	\$119 Per Hour
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates
For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:	
Records/Communications Staff:	\$119 Per Hour
Patrol/Investigations Staff:	\$154 Per Hour

EXHIBIT B

Proposed Master Fee Schedule with Comparison to Current Fees and Costs of Service

Draft Edition Subject to Change Based on City Council Deliberation and Action

TOWN OF ATHERTON

WORKING VERSION OF THE MASTER FEE SCHEDULE

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TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Administrative Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
ADMINISTRATIVE FEES				
Photocopying and/or Printing	\$0.10 Per Page	\$11 Minimum	May Be Less Than 100%	\$0.10 Per Page
Digital Transmission of Files	\$0	\$32	0%	\$0
Returned Checks (Non-Sufficient Funds)	\$20	\$124 Plus Bank Fees	16%	\$35 Per Check
Stop-payment Check & Lost Check Replacement	\$0	\$124 Plus Bank Fees	0%	\$35 Per Check
Tape Duplication - Per Tape	\$10	\$64	16%	\$64
Notarize - Per Signature	\$10	\$32	31%	\$10
Certified Copies - Per Copy	\$1	\$32	3%	\$32
Special Event Application Review	\$75	\$218	34%	\$218
Copy of Municipal Code	\$100	Free Via Website or See Photocopying and Printing Charge	n/a	Free Via Website or See Photocopying and Printing Charge
Copy of General Plan	\$40	Free Via Website or See Photocopying and Printing Charge	n/a	Free Via Website or See Photocopying and Printing Charge
Copy of Zoning Ordinance	\$15	Free Via Website or See Photocopying and Printing Charge	n/a	Free Via Website or See Photocopying and Printing Charge
Copy of Budget	\$15	Free Via Website or See Photocopying and Printing Charge	n/a	Free Via Website or See Photocopying and Printing Charge
Copy of Subdivision Ordinance	\$5	Free Via Website or See Photocopying and Printing Charge	n/a	Free Via Website or See Photocopying and Printing Charge
List of All Businesses in Atherton	\$0	Free Via Website or \$69	0%	Free Via Website or \$69
Install and Remove Banner	\$0	\$387	0%	\$387
Business License Processing Fee	\$25 Pass Through	n/a	n/a	\$25 Pass Through
Duplicate Business License Processing Fee	\$25 Pass Through	n/a	n/a	\$25 Pass Through
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	Billed Hourly; Reference Hourly Rates
For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:				
Administration Department Staff:				\$129 Per Hour
Finance Department Staff:				\$166 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of 79% of Cost of Service	Recommended Fee
BUILDING FEES					
Building Permit Fees					
\$1.00 to \$500					
Permit	\$23.50	\$209	11%	\$165	\$155
Plan Review	\$15.28	\$431	4%	\$341 OR 207% of Building Permit Fee	65% of Building Permit Fee
\$501 to \$2,000					
Permit	\$23.50 for the first \$500, plus \$3.05 for each add'l \$100, or fraction thereof, to and including \$2,000	\$209 for the first \$500, plus \$19.60 for each add'l \$100, or fraction thereof, to and including \$2,000	11% -- 14%	\$165 for the first \$500, plus \$15.53 for each add'l \$100, or fraction thereof, to and including \$2,000	\$155 for the first \$500, plus \$3.05 for each add'l \$100, or fraction thereof, to and including \$2,000
Plan Review	65% of Building Permit Fee	\$437 for the first \$500, plus \$6.53 for each add'l \$100, or fraction thereof, to and including \$2,000	3% -- 8%	\$346 for the first \$500, plus \$5.13 for each add'l \$100, or fraction thereof, to and including \$2,000 OR 158% of Building Permit Fee	65% of Building Permit Fee
\$2,001 to \$25,000					
Permit	\$69.25 for the first \$2,000, plus \$14 for each add'l \$1,000, or fraction thereof, to and including \$25,000	\$503 for the first \$2,000, plus \$20.70 for each add'l \$1,000, or fraction thereof, to and including \$25,000	14% -- 40%	\$398 for the first \$2,000, plus \$16.35 for each add'l \$1,000, or fraction thereof, to and including \$25,000	\$201 for the first \$2,000, plus \$14.00 for each add'l \$1,000, or fraction thereof, to and including \$25,000
Plan Review	65% of Building Permit Fee	\$535 for the first \$2,000, plus \$6.26 for each add'l \$1,000, or fraction thereof, to and including \$25,000	8% -- 37%	\$423 for the first \$2,000, plus \$4.96 for each add'l \$1,000, or fraction thereof, to and including \$25,000 OR 88% of Building Permit Fee	65% of Building Permit Fee
\$25,001 to \$50,000					
Permit	\$391.25 for the first \$25,000, plus \$10.10 for each add'l \$1,000, or fraction thereof, to and including \$50,000	\$979 for the first \$25,000, plus \$18.56 for each add'l \$1,000, or fraction thereof, to and including \$50,000	40% -- 45%	\$774 for the first \$25,000, plus \$14.68 for each add'l \$1,000, or fraction thereof, to and including \$50,000	\$523 for the first \$25,000, plus \$10.10 for each add'l \$1,000, or fraction thereof, to and including \$50,000
Plan Review	65% of Building Permit Fee	\$679 for the first \$25,000, plus \$9.40 for each add'l \$1,000, or fraction thereof, to and including \$50,000	37% -- 46%	\$537 for the first \$25,000, plus \$7.44 for each add'l \$1,000, or fraction thereof, to and including \$50,000 OR 66% of Building Permit Fee	65% of Building Permit Fee

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of 79% of Cost of Service	Recommended Fee
BUILDING FEES					
\$50,001 to \$100,000					
Permit	\$643.75 for the first \$50,000, plus \$7 for each add'l \$1,000, or fraction thereof, to and including \$100,000	\$1,443 for the first \$50,000, plus \$41.38 for each add'l \$1,000, or fraction thereof, to and including \$100,000	45% -- 28%	\$1,141 for the first \$50,000, plus \$32.72 for each add'l \$1,000, or fraction thereof, to and including \$100,000	\$775 for the first \$50,000, plus \$18.91 for each add'l \$1,000, or fraction thereof, to and including \$100,000
Plan Review	65% of Building Permit Fee	\$914 for the first \$50,000, plus \$13.32 for each add'l \$1,000, or fraction thereof, to and including \$100,000	46% -- 41%	\$723 for the first \$50,000, plus \$10.52 for each add'l \$1,000, or fraction thereof, to and including \$100,000 OR 54% of Building Permit Fee	65% of Building Permit Fee
\$100,001 to \$500,000					
Permit	\$993.75 for the first \$100,000, plus \$5.60 for each add'l \$1,000, or fraction thereof, to and including \$500,000	\$3,512 for the first \$100,000, plus \$3.82 for each add'l \$1,000, or fraction thereof, to and including \$500,000	28% -- 64%	\$2,777 for the first \$100,000, plus \$3.02 for each add'l \$1,000, or fraction thereof, to and including \$500,000	\$1,958 for the first \$100,000, plus \$5.07 for each add'l \$1,000, or fraction thereof, to and including \$500,000
Plan Review	65% of Building Permit Fee	\$1,580 for the first \$100,000, plus \$1.57 for each add'l \$1,000, or fraction thereof, to and including \$500,000	41% -- 95%	\$1,249 for the first \$100,000, plus \$1.24 for each add'l \$1,000, or fraction thereof, to and including \$500,000 OR 45% of Building Permit Fee	45% of Building Permit Fee
\$500,001 to \$1,000,000					
Permit	\$3,233.75 for the first \$500,000, plus \$4.75 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	\$5,040 for the first \$500,000, plus \$4.86 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	64% -- 75%	\$3,986 for the first \$500,000, plus \$3.84 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	\$3,986 for the first \$500,000, plus \$3.84 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000
Plan Review	65% of Building Permit Fee	\$2,207 for the first \$500,000, plus \$2.60 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	95% -- 104%	\$1,745 for the first \$500,000, plus \$2.06 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000 OR 46% of Building Permit Fee	45% of Building Permit Fee
\$1,000,001 and up					
Permit	\$5,608.75 for the first \$1,000,000, plus \$3.65 for each add'l \$1,000, or fraction thereof	\$7,469 for the first \$1,000,000, plus \$4.86 for each add'l \$1,000, or fraction thereof	75% -- varies	\$5,906 for the first \$1,000,000, plus \$3.84 for each add'l \$1,000, or fraction thereof	\$5,906 for the first \$1,000,000, plus \$3.84 for each add'l \$1,000, or fraction thereof
Plan Review	65% of Building Permit Fee	\$3,508 for the first \$1,000,000, plus \$2.60 for each add'l \$1,000, or fraction thereof	104% -- varies	\$2,774 for the first \$1,000,000, plus \$2.06 for each add'l \$1,000, or fraction thereof OR 47% of Building Permit Fee	45% of Building Permit Fee

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of 79% of Cost of Service	Recommended Fee
BUILDING FEES					
Permitted Value of Construction					
New Habitable Construction	\$350 Per Square Foot	n/a	n/a	n/a	\$350 Per Square Foot
Remodeled Habitable Construction	\$350 Per Square Foot	n/a	n/a	n/a	\$300 Per Square Foot
New or Remodeled Non-Habitable Construction	\$250 Per Square Foot	n/a	n/a	n/a	\$200 Per Square Foot
Other Building Fees					
Plumbing, Mechanical, Electrical Permit (First Appliance)	\$100	\$418	24%	\$330	\$100
Plumbing, Mechanical, Electrical Permit (Each Additional Appliance)	\$0	\$418	0%	\$330	\$60
Demolition Permit Fee	\$200	\$706	28%	\$558	\$300
Landscape Screening Permit Fee	\$250	\$366	68%	\$289	\$289
Water Well Permit Fee	\$500	\$758	66%	\$599	\$599
Solar Panels Permit Fee	\$250	\$732	34%	\$578	\$250
Heritage Tree Removal - Staff Level (First Tree)	\$100	\$209	48%	\$165	\$100
Heritage Tree Removal - Staff Level (Each Additional Tree)	\$50	\$52	96%	\$41	\$41
Unauthorized Heritage Tree Removal/Damage (Penalty)	\$0	\$209 Per Hour	0%	\$165 Per Hour	\$500
Excavation Permit	\$1,000	\$627	159%	\$496	\$496
Re-Inspection Fee	\$0	\$209 Per Hour	0%	\$165 Per Hour	\$100
Special Inspection or Consultation Inspection Fee	\$0	\$209 Per Hour	0%	\$165 Per Hour	\$83 Per Half Hour
Revision Fee	\$54 Per Hour	\$209 Per Hour	26%	\$165 Per Hour	\$165 Per Hour
Address Change	\$250	\$209 Per Hour or Consultant Costs	Varies	\$165 Per Hour or Consultant Costs	\$165 Per Hour or Consultant Costs
Permit Search	\$20 Plus Photocopying and/or Printing Posts	\$35 Plus Photocopying and/or Printing Posts	57%	\$28 Plus Photocopying and/or Printing Posts	\$20 Plus Photocopying and/or Printing Posts
Reactivation of an Expired Permit	\$0	n/a	n/a	n/a	Up to One-Half the Amount Required for a New Permit for Such Work
Work Commencing Without a Permit (Penalty)	\$0	n/a	n/a	n/a	Up to Twice the Applicable Building Permit Fee, Subject to the Building Official's Discretion

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of 79% of Cost of Service	Recommended Fee
BUILDING FEES					
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	See Hourly Rates	Billed Hourly; Reference Hourly Rates
Second Utility Deposit:					
Deposit	\$5,000	n/a	n/a	n/a	\$10,000
Administrative Fee	\$0	\$209	0%	\$165	\$165
Landscape Screening Deposit:					
Deposit	\$5,000	n/a	n/a	n/a	\$10,000
Administrative Fee	\$0	\$209	0%	\$165	\$165
Temporary Occupancy Deposit:					
Deposit	\$0	n/a	n/a	n/a	\$10,000
Administrative Fee	\$0	\$209	0%	\$165	\$165
Excavation Road Deposit:					
Deposit	\$5,000	n/a	n/a	n/a	\$10,000
Administrative Fee	\$0	\$209	0%	\$165	\$165
Recycling Deposit	\$1,000 Minimum and \$500 Minimum for Re-Roof Permits	n/a	n/a	n/a	\$1,000 Minimum and \$500 Minimum for Re-Roof Permits
SMIP Fee					
SMIP - Residential (California Department of Conservation Mandated Fee)	Valuation Amount X 0.0001	n/a	n/a	n/a	Valuation Amount X 0.0001
SMIP - Commercial (California Department of Conservation Mandated Fee)	Valuation Amount X 0.00021	n/a	n/a	n/a	Valuation Amount X 0.00021

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of 79% of Cost of Service	Recommended Fee
BUILDING FEES					
Building Standards Administration Special Revolving Fund (Senate Bill No. 1473 State Mandated)					
Permit Valuation					
\$1-25,000	\$1	n/a	n/a	n/a	\$1
\$25,001-50,000	\$2	n/a	n/a	n/a	\$2
\$50,001-75,000	\$3	n/a	n/a	n/a	\$3
\$75,001-100,000	\$4	n/a	n/a	n/a	\$4
Every \$25,000 or fraction thereof above \$100,000	Add \$1	n/a	n/a	n/a	Add \$1

For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:

	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of Cost of Service	Recommended Fee
Building Division Staff:	n/a	\$209 Per Hour	n/a	\$165 Per Hour	\$165 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Planning Fees

Service	Current Fee	Minimum Calculated Fee Amount Assuming Recovery of 100% of Cost of Service	Current Cost Recovery Percentage	Minimum Calculated Fee Amount Assuming Targeted Recovery of 71% of Cost of Service	Recommended Fee
PLANNING FEES					
Conditional Use Permit	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	\$2,771	May Be Less Than 100%	\$1,963	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Variance	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	\$3,241	May Be Less Than 100%	\$2,289	Billed Per Hour with \$2,289 Minimum, Plus \$2,000 Deposit
Heritage Tree Removal Permit	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	\$3,188	May Be Less Than 100%	\$2,293	Billed Per Hour with \$2,293 Minimum, Plus \$2,000 Deposit
Exception Review	Billed Per Hour with \$1,500 Minimum Plus \$1,000 Deposit	\$2,771	May Be Less Than 100%	\$1,963	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Excessive Height	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	\$2,771	May Be Less Than 100%	\$1,963	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Lot Line Redesignation	Billed Per Hour with \$1,500 Minimum Plus \$1,000 Deposit	\$3,241	May Be Less Than 100%	\$2,289	Billed Per Hour with \$2,289 Minimum, Plus \$2,000 Deposit
Lot Line Adjustment	Billed Per Hour with \$2,500 Minimum Plus \$1,000 Deposit	\$2,300, Plus Additional Consultant Costs	May Be Greater Than 100%	\$1,636	Billed Per Hour with \$1,636 Minimum, Plus \$2,500 Deposit
Tentative Parcel Map	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	\$3,241 Plus Additional Consultant Costs	May Be Greater Than 100%	\$2,289	Billed Per Hour with \$2,289 Minimum, Plus \$2,500 Deposit
Final Parcel Map	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	\$1,829 Plus Additional Consultant Costs	May Be Greater Than 100%	\$1,310	Billed Per Hour with \$1,310 Minimum, Plus \$2,500 Deposit
Appeal	\$750	\$2,300	May Be Less Than 100%	\$1,636	\$750
School Master Plan	\$750	\$1,829	May Be Less Than 100%	\$1,310	\$750
Initial Review/Negative Declaration	Billed Per Hour with \$2,500 Minimum Plus \$1,000 Deposit	\$5,123	May Be Less Than 100%	\$3,595	Billed Per Hour with \$3,595 Minimum, Plus \$2,000 Deposit
Zoning Ordinance Amendment	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	\$5,123	May Be Less Than 100%	\$3,595	Billed Per Hour with \$3,595 Minimum, Plus \$2,500 Deposit
General Plan Amendment	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	\$5,123	May Be Less Than 100%	\$3,595	Billed Per Hour with \$3,595 Minimum, Plus \$2,500 Deposit
Zoning Review for Home Occupation Business	\$100	\$118	85%	\$82	\$82
Pre-Application Review	\$0	See Hourly Rates	0%	See Hourly Rates	Billed Hourly; Reference Hourly Rates

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Planning Fees

Service	Current Fee	Minimum Calculated Fee Amount Assuming Recovery of 100% of Cost of Service	Current Cost Recovery Percentage	Minimum Calculated Fee Amount Assuming Targeted Recovery of 71% of Cost of Service	Recommended Fee
PLANNING FEES					
Street Easement Vacation	\$1,000	See Hourly Rates	Varies	See Hourly Rates	Billed Hourly; Reference Hourly Rates
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	See Hourly Rates	Billed Hourly; Reference Hourly Rates
Initial Review (2 reviews for fee amount; additional reviews billed hourly):					
a. Fence	\$0	\$222	0%	\$164	\$164
b. Accessory Structures (includes pools)	\$0	\$444	0%	\$328	\$328
c. Accessory Buildings	\$0	\$915	0%	\$655	\$655
d. Additions	\$0	\$1,150	0%	\$818	\$818
e. New Construction	\$0	\$1,856	0%	\$1,308	\$1,308
Revisions to Previously Approved Plans	\$0	See Hourly Rates	0%	See Hourly Rates	Billed Hourly; Reference Hourly Rates

Many of the above-listed fees are applied on an hourly basis and are structured to recover the full cost of service for each activity type. The Town will apply the following hourly rates against recorded time to determine the fee amount owed by each applicant. Hourly rates from other departments outside the Planning Department, including the City Attorney's Office, may also apply if staff from those other departments perform work on a specific application. Additionally, the Town will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.

For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:

	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of Cost of Service	Recommended Fee
Town Planner:	n/a	\$298 Per Hour	n/a	\$226 Per Hour	\$226 Per Hour
Deputy Town Planner:	n/a	\$250 Per Hour	n/a	\$178 Per Hour	\$178 Per Hour
Senior Planner:	n/a	\$241 Per Hour	n/a	\$169 Per Hour	\$169 Per Hour
Assistant Planner:	n/a	\$208 Per Hour	n/a	\$136 Per Hour	\$136 Per Hour
Administrative Staff:	n/a	\$192 Per Hour	n/a	\$120 Per Hour	\$120 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Parks Program Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PARKS PROGRAM FEES				
Weddings/Receptions or Social Functions				
One Building Rental				
1 - 100 Guests	\$1,500 Resident, \$1,750 Non-Resident	\$3,128	48% Resident, 56% Non-Resident	\$2,000
101 - 200 Guests	\$1,750 Resident, \$2,000 Non-Resident	\$3,884	45% Resident, 51% Non-Resident	\$2,250
Additional Hour	\$100 Per Hour	\$122 Per Hour	82%	\$100 Per Hour
Additional Attendant	\$25 Per Hour	\$122 Per Hour	20%	\$50 Per Hour
Two Building Rental				
1 - 100 Guests	\$3,000 Resident, \$3,500 Non-Resident	\$3,384	89% Resident, 103% Non-Resident	\$4,000
101 - 200 Guests	\$3,500 Resident, \$4,000 Non-Resident	\$4,396	80% Resident, 91% Non-Resident	\$4,500
Additional Hour	\$100 Per Hour	\$122 Per Hour	82%	\$100 Per Hour
Additional Attendant	\$25 Per Hour	\$122 Per Hour	20%	\$50 Per Hour
Deposit				
Security Deposit:	\$1,000	n/a	n/a	\$1,000
Amount refundable if cancelled more than nine months in advance	\$750	n/a	n/a	\$750
Amount refundable if cancelled seven to nine months in advance	\$500	n/a	n/a	\$500
Amount refundable if cancelled six months or less in advance	\$0	n/a	n/a	\$0

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Parks Program Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PARKS PROGRAM FEES				
Meetings				
The Main House				
Half Day (Mon. - Fri.) (Four hours)	\$200	\$2,493	8%	\$300
Full Day/Evening (Mon. - Fri.)	\$300; Plus \$25 Per Hour After 5:00 p.m.	\$2,493	Varies	\$400; Plus \$50 Per Hour After 5:00 p.m.
Additional Hour	\$25 Per Hour	\$122 Per Hour	20%	\$50 Per Hour
Carriage House				
Weekday, Half Day (Mon. - Fri.) (Four hours)	\$200	\$2,493	8%	\$200
Weekday, Full Day (Mon. - Fri.) (8:00 am - 5:00 pm)	\$250	\$2,493	10%	\$250
Weekend, Full Day (Sat. - Sun.) (9:00 am - 4:00 pm)	\$250; Plus \$25 Per Hour	\$2,493	Varies	\$250; Plus \$25 Per Hour
Weekend Evening (Fri. - Sun.) (5:00 pm - 11:00 pm)	\$250; Plus \$25 Per Hour	\$2,493	Varies	\$500
Additional Hour or Additional Attendant	\$25 Per Hour	\$122 Per Hour	20%	\$25 Per Hour
Jennings Pavilion				
1 - 100 Guests				
Half Day (Mon. - Fri.) (Four hours)	\$300	\$2,539	12%	\$400
Full Day/Evening (Mon. - Fri.)	\$400; Plus \$25 Per Hour After 5:00 p.m.	\$2,539	Varies	\$500; Plus \$50 Per Hour After 5:00 p.m.
Additional Hour or Additional Attendant	\$25 Per Hour	\$122 Per Hour	20%	\$50 Per Hour
101 - 200 Guests				
Half Day (Mon. - Fri.)	\$400	\$3,550	11%	\$500
Full Day/Evening (Mon. - Fri.)	\$500; Plus \$50 Per Hour After 5:00 p.m.	\$3,550	Varies	\$600; Plus \$100 Per Hour After 5:00 p.m.
Additional Hour or Additional Attendant	\$50 Per Hour	\$122 Per Hour	41%	\$100 Per Hour
Town Related Organizations	\$25 Per Hour	See Meeting Costs of Service Above	Varies	40% Discount for Main House Meeting Rentals; 20% Discount for Carriage House and Jennings Pavilion Meeting Rentals \$250
Security Deposit (1)	\$250	n/a	n/a	
Other				
Day Use Permit (Exclusive Use of Picnic Facilities)	\$25 Per Day	\$122 Per Hour	Varies	\$100 Per Day
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	Billed Hourly; Reference Hourly Rates

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Parks Program Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee

PARKS PROGRAM FEES

For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:				
Program Director, for services related to facility use:				\$272 Per Hour
Facility Maintenance Staff, for services related to facility use:				\$256 Per Hour
Facility Attendant, for services related to facility use:				\$122 Per Hour

(1) Security deposit not required for Town Related Organizations.

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PUBLIC WORKS FEES				
Encroachment Permits				
Driveway Connection to Street - Asphalt/Pavers:				
Without Driveway Culvert (up to 3 inspections)				
i. Application	See Total Below	\$300	See Total Below	\$300
ii. Plan Check	See Total Below	\$400	See Total Below	\$400
iii. Inspection	See Total Below	\$599	See Total Below	\$599
Total	\$550	\$1,299	42%	\$1,299
iv. Additional Plan Check	\$0	\$400	0%	\$400
v. Additional Inspection	\$0	\$200	0%	\$200
With Driveway Culvert (up to 4 inspections)				
i. Application	See Total Below	\$300	See Total Below	\$300
ii. Plan Check	See Total Below	\$499	See Total Below	\$499
iii. Inspection	See Total Below	\$799	See Total Below	\$799
Total	\$750	\$1,598	47%	\$1,598
iv. Additional Plan Check	\$0	\$499	0%	\$499
v. Additional Inspection	\$0	\$200	0%	\$200
Driveway Connection to Street - Concrete:				
Without Driveway Culvert (up to 4 inspections)				
i. Application	See Total Below	\$300	See Total Below	\$300
ii. Plan Check	See Total Below	\$499	See Total Below	\$499
iii. Inspection	See Total Below	\$799	See Total Below	\$799
Total	\$550	\$1,598	34%	\$1,598
iv. Additional Plan Check	\$0	\$499	0%	\$499
v. Additional Inspection	\$0	\$200	0%	\$200
With Driveway Culvert (up to 5 inspections)				
i. Application	See Total Below	\$300	See Total Below	\$300
ii. Plan Check	See Total Below	\$499	See Total Below	\$499
iii. Inspection	See Total Below	\$999	See Total Below	\$999
Total	\$750	\$1,798	42%	\$1,798
iv. Additional Plan Check	\$0	\$499	0%	\$499
v. Additional Inspection	\$0	\$200	0%	\$200

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PUBLIC WORKS FEES				
Right-of-Way Landscaping, Fence, Etc. - Minor Construction (up to 2 inspections)				
i. Application	See Total Below	\$200	See Total Below	\$200
ii. Plan Check	See Total Below	\$100	See Total Below	\$100
iii. Inspection	See Total Below	\$200	See Total Below	\$200
Total	\$550	\$500	110%	\$500
iv. Additional Plan Check	\$0	\$100	0%	\$100
v. Additional Inspection	\$0	\$200	0%	\$200
Right-of-Way Landscaping, Fence, Etc. - Standard (up to 2 inspections)				
i. Application	See Total Below	\$300	See Total Below	\$300
ii. Plan Check	See Total Below	\$200	See Total Below	\$200
iii. Inspection	See Total Below	\$400	See Total Below	\$400
Total	\$550	\$900	61%	\$900
iv. Additional Plan Check	\$0	\$200	0%	\$200
v. Additional Inspection	\$0	\$200	0%	\$200
Connection to Storm Drain or Atherton Channel:				
i. Application (Per Application)	See Total Below	\$300	See Total Below	\$300
ii. Plan Check (Per Application)	See Total Below	\$599	See Total Below	\$599
iii. Inspection				
a. In-Pavement (up to 5 inspections)				
i. Trench (per linear foot)	See Total Below	\$48	See Total Below	\$48
ii. Bored pit (per pit)	See Total Below	\$1,199	See Total Below	\$1,199
b. Outside Pavement (up to 4 inspections)				
i. Trench (per linear foot)	See Total Below	\$28	See Total Below	\$28
ii. Bored pit (per pit)	See Total Below	\$699	See Total Below	\$699
Total	\$550 Plus Utility Lateral Fee Where in the Street	Varies	Varies	Varies
iv. Additional Plan Check	\$0	\$599	0%	\$599
v. Additional Inspection				
a. In-Pavement				
i. Trench (per linear foot)	\$0	\$10	0%	\$10
ii. Bored pit (per pit)	\$0	\$240	0%	\$240
b. Outside Pavement				
i. Trench (per linear foot)	\$0	\$7	0%	\$7
ii. Bored pit (per pit)	\$0	\$175	0%	\$175

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PUBLIC WORKS FEES				
Utility Connect/Disconnect:				
i. Application (Per Application)	See Total Below	\$300	See Total Below	\$300
ii. Plan Check (Per Application)	See Total Below	\$400	See Total Below	\$400
iii. Inspection				
a. In-Pavement (up to 7 inspections)				
i. Trench (per linear foot)	See Total Below	\$36	See Total Below	\$36
ii. Bored pit (per pit)	See Total Below	\$899	See Total Below	\$899
b. Outside Pavement (up to 6 inspections)				
i. Trench (per linear foot)	See Total Below	\$24	See Total Below	\$24
ii. Bored pit (per pit)	See Total Below	\$499	See Total Below	\$499
Total	Trench = \$10 Per LF; Bored Pit In = \$550; Bored Pit Out = \$300	Varies	Varies	Varies
iv. Additional Plan Check	\$0	\$400	0%	\$400
v. Additional Inspection				
a. In-Pavement				
i. Trench (per linear foot)	\$0	\$5	0%	\$5
ii. Bored pit (per pit)	\$0	\$128	0%	\$128
b. Outside Pavement				
i. Trench (per linear foot)	\$0	\$4	0%	\$4
ii. Bored pit (per pit)	\$0	\$83	0%	\$83

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PUBLIC WORKS FEES				
Utility Main:				
i. Application (Per Application)	See Total Below	\$300	See Total Below	\$300
ii. Plan Check (Per Application)	See Total Below	\$999	See Total Below	\$999
iii. Inspection				
a. In-Pavement (up to 7 inspections)				
i. Trench (per linear foot)	See Total Below	\$40	See Total Below	\$40
ii. Bored pit (per pit)	See Total Below	\$999	See Total Below	\$999
b. Outside Pavement (up to 6 inspections)				
i. Trench (per linear foot)	See Total Below	\$27	See Total Below	\$27
ii. Bored pit (per pit)	See Total Below	\$599	See Total Below	\$599
Total	3% of Value, Plus \$10 Per LF for Trench and \$1,000 Per Pit	Varies	Varies	Varies
iv. Additional Plan Check	\$0	\$999	0%	\$999
v. Additional Inspection				
a. In-Pavement				
i. Trench (per linear foot)	\$0	\$6	0%	\$6
ii. Bored pit (per pit)	\$0	\$143	0%	\$143
b. Outside Pavement				
i. Trench (per linear foot)	\$0	\$4	0%	\$4
ii. Bored pit (per pit)	\$0	\$100	0%	\$100
Telecommunication Installation Permit:				
i. Without Trenching	\$550	\$100	550%	\$100
ii. With Trenching	See Utility Connect Fee	See Utility Connect Fee	See Utility Connect Fee	See Utility Connect Fee
Property Improvement Permits and Reviews				
Grading and Drainage	\$2,000	\$200 Per Hour or Actual Consultant Cost	Varies	Actual Consultant Cost Plus Town Overhead
Detention System Annual Report Filing	\$0	\$120	0%	\$120
Detention System Annual Report - Submittals Out of Compliance	\$0	\$300	0%	\$300

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PUBLIC WORKS FEES				
Other				
Stop Work Order (Penalty)	50% of Permit	n/a	n/a	50% of Permit
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	Billed Hourly; Reference Hourly Rates
At the discretion of the Public Works Director, additional fees may apply for projects requiring in excess of 8 hours. For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:				
Public Works/Engineering Staff:				\$200 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Police Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
POLICE FEES				
Copy of Police Report:				
Without Photos or Tape Copies	\$20	\$20	100%	\$20
With Photos or Tape Copies	\$20	\$119 Per Hour	Varies	\$119 Per Hour
Vehicle Releases	\$40	\$60	67%	\$60
Alarm Registration	\$25	\$60	42%	\$25
Alarm Alert Signs	\$30	\$60	50%	\$30
Garage Sale/Estate Sale Permits	\$25	\$20	125%	\$20
Fingerprints	\$15	\$58	26%	\$58
Solicitor Permit (Valid for six months; business license required)	\$25	\$50	50%	\$50
After Hours Emergency Construction Permits	\$350	\$150	233%	\$150
Special Service Request:				
Administrative Fee	\$50	\$20	250%	\$20
On-Site Personnel Fee	Hourly Rate x 1.5; 2 Hour Minimum	Fully Burdened Hourly Rate x 1.5	58%	Fully Burdened Hourly Rate x 1.5; 2 Hour Minimum
Clearance Letter	\$0	\$20	0%	\$20
Microfilmed Reports	\$0	\$119 Per Hour	0%	\$119 Per Hour
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	Billed Hourly; Reference Hourly Rates

For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:

Records/Communications Staff:	\$119 Per Hour
Patrol/Investigations Staff:	\$154 Per Hour

EXHIBIT C

Illustration of Proposed Building Permit Fees with Comparison to Current Fees and Costs of Service

Draft Edition Subject to Change Based on City Council Deliberation and Action

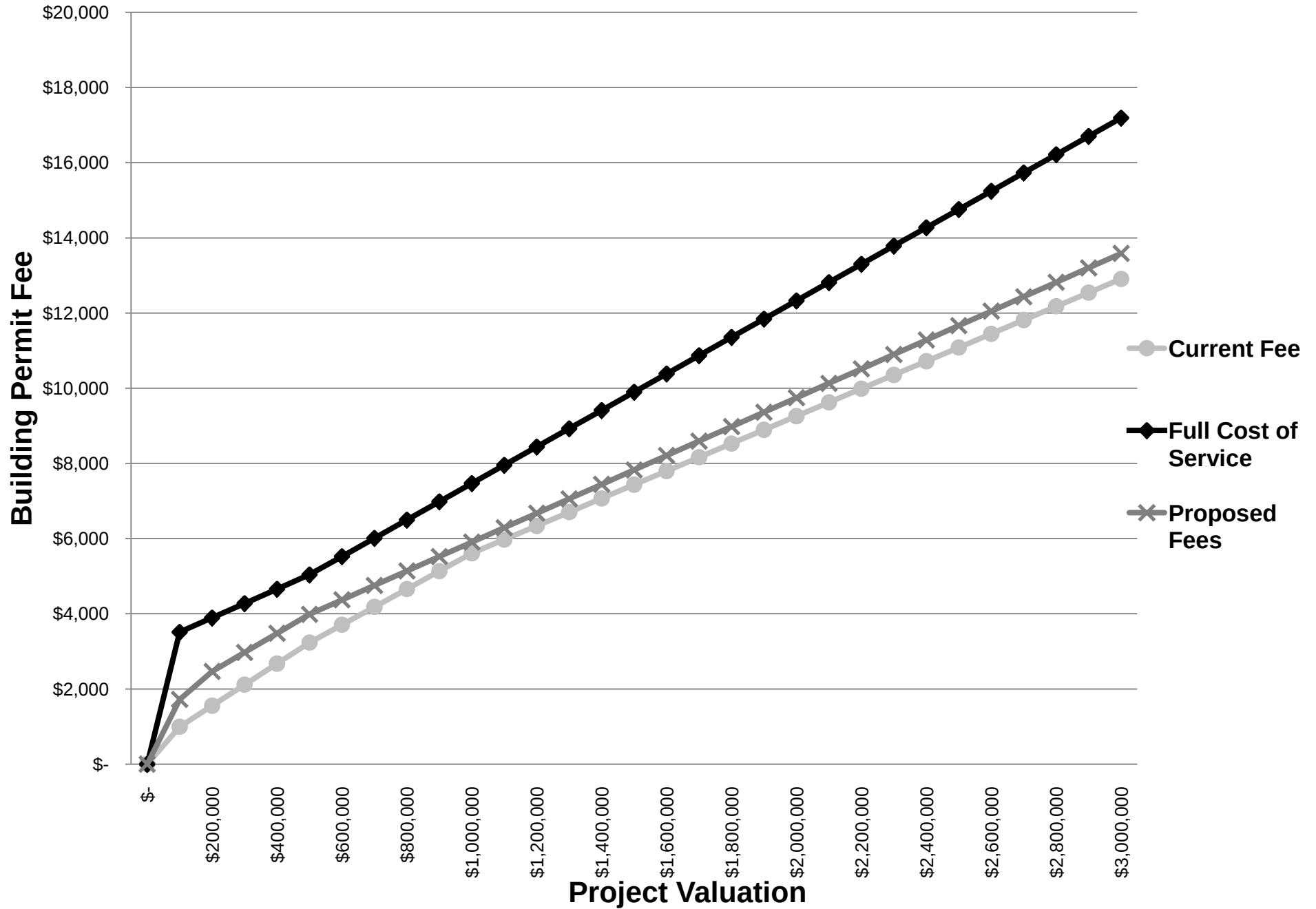
TOWN OF ATHERTON
BUILDING FEE SCHEDULE COMPARISON
Tables of Building Fees

Proposed Fee

Total Valuation	Building Permit Fee	Plan Review Fee
\$1.00 to \$500	\$155	65% of Building Permit Fee
\$501 to \$2,000	\$155 for the first \$500, plus \$3.05 for each add'l \$100, or fraction thereof, to and including \$2,000	65% of Building Permit Fee
\$2,001 to \$25,000	\$201 for the first \$2,000, plus \$14.00 for each add'l \$1,000, or fraction thereof, to and including \$25,000	65% of Building Permit Fee
\$25,001 to \$50,000	\$523 for the first \$25,000, plus \$10.10 for each add'l \$1,000, or fraction thereof, to and including \$50,000	65% of Building Permit Fee
\$50,001 to \$100,000	\$775 for the first \$50,000, plus \$18.91 for each add'l \$1,000, or fraction thereof, to and including \$100,000	65% of Building Permit Fee
\$100,001 to \$500,000	\$1,958 for the first \$100,000, plus \$5.07 for each add'l \$1,000, or fraction thereof, to and including \$500,000	45% of Building Permit Fee
\$500,001 to \$1,000,000	\$3,986 for the first \$500,000, plus \$3.84 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	45% of Building Permit Fee
\$1,000,001 and up	\$5,906 for the first \$1,000,000, plus \$3.84 for each add'l \$1,000, or fraction thereof	45% of Building Permit Fee

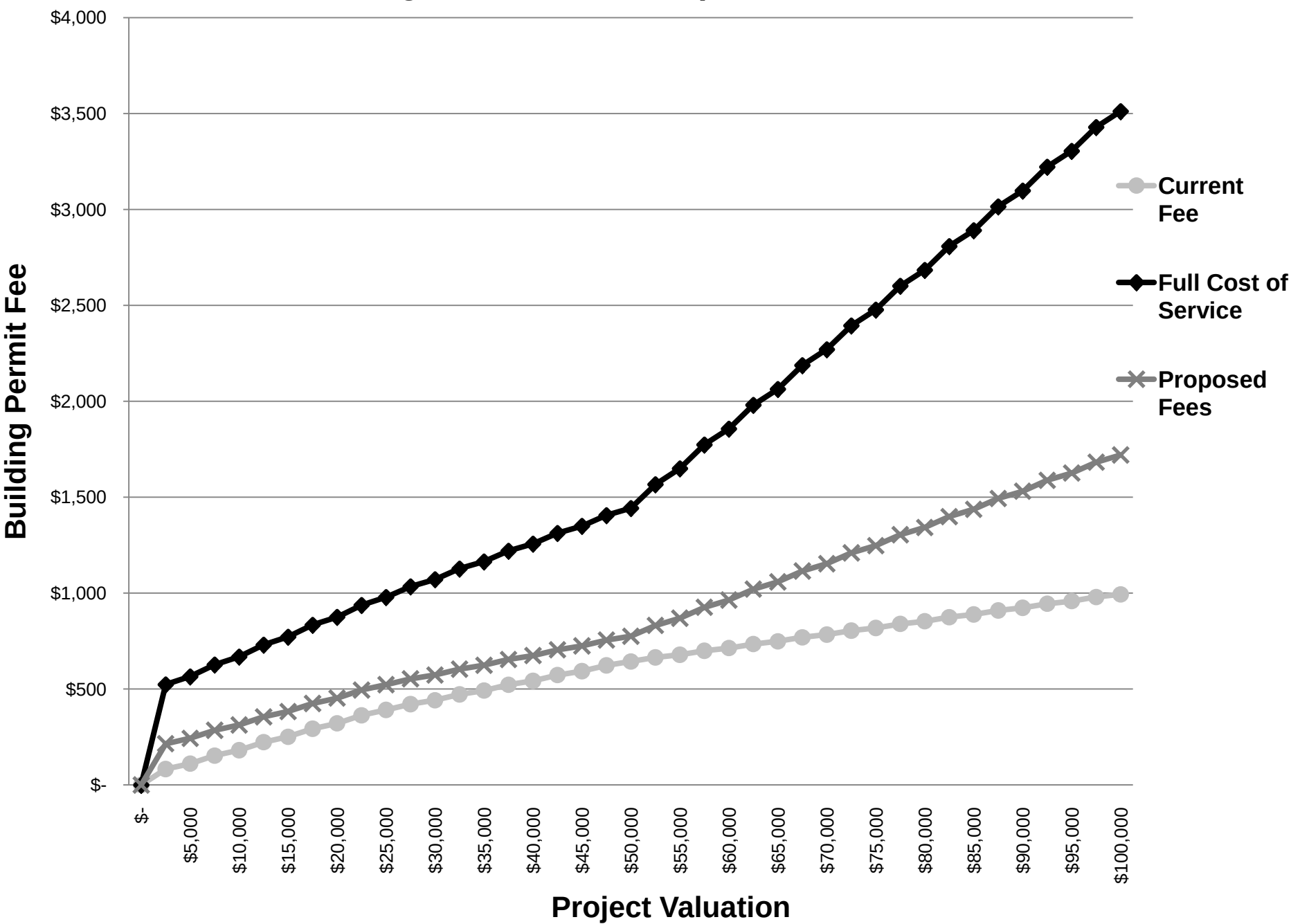
Building Permit Cost Comparison

Graph A



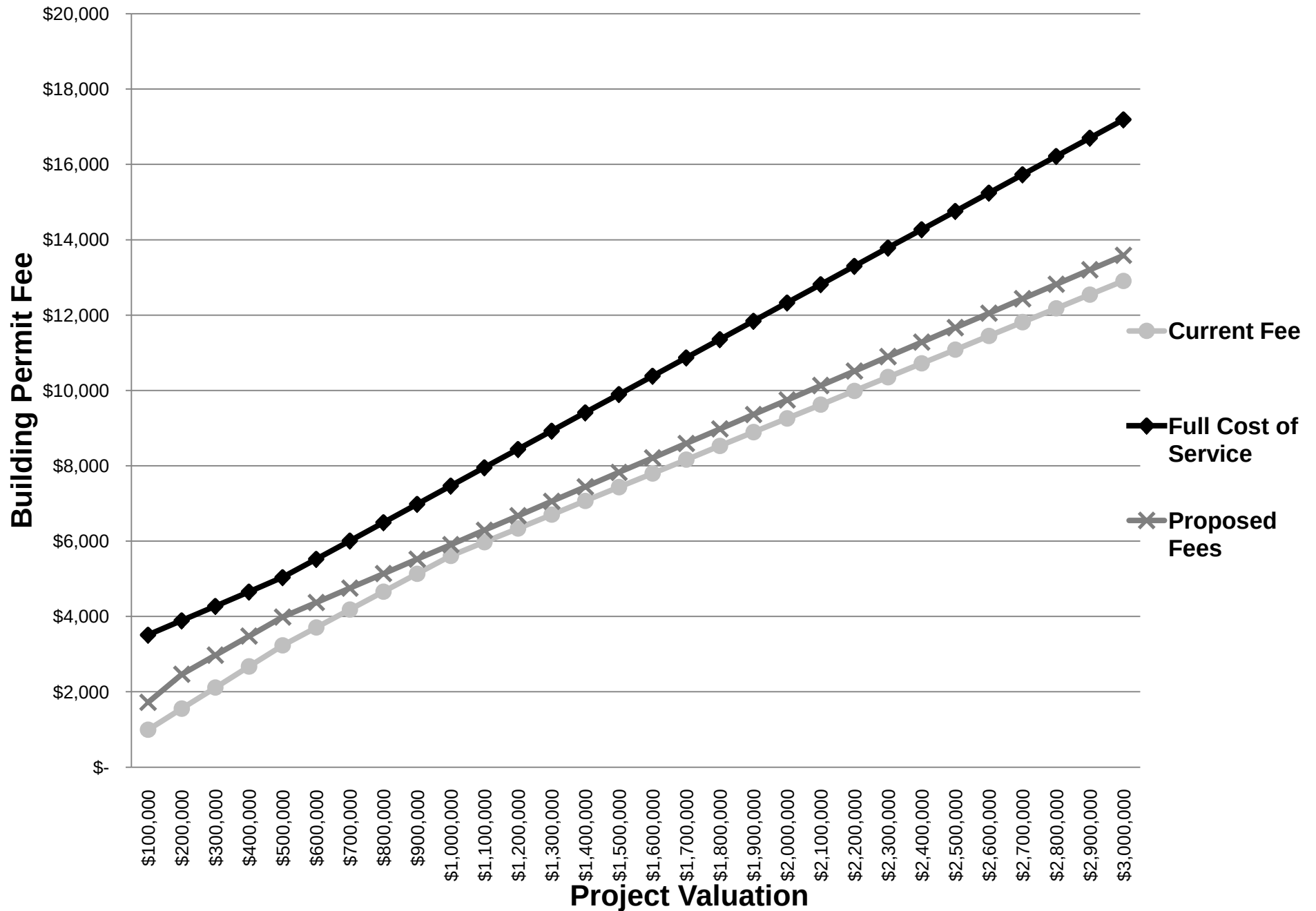
Building Permit Cost Comparison Part 1 of 2

Graph B



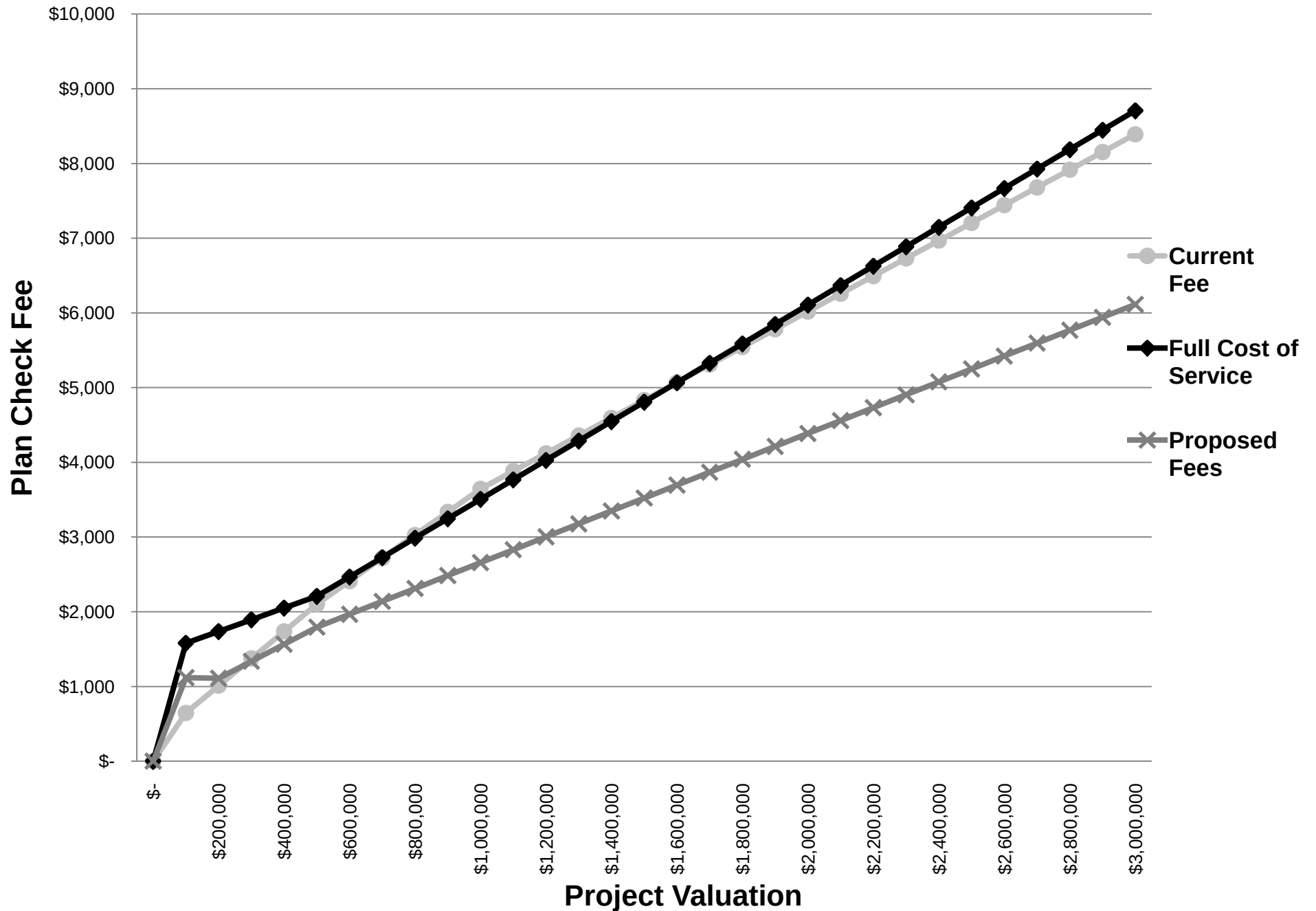
Building Permit Cost Comparison Part 2 of 2

Graph C



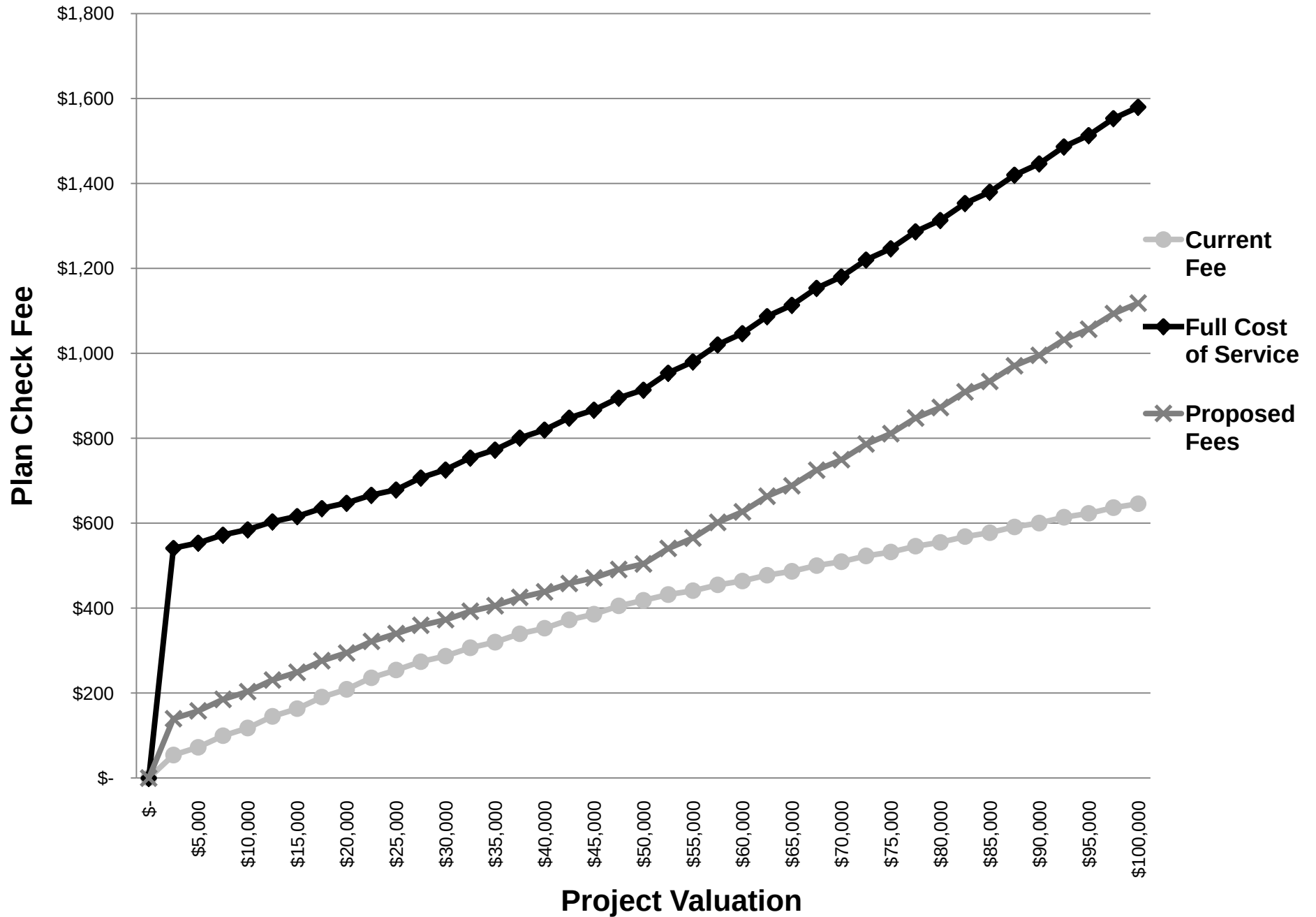
Plan Check Cost Comparison

Graph D



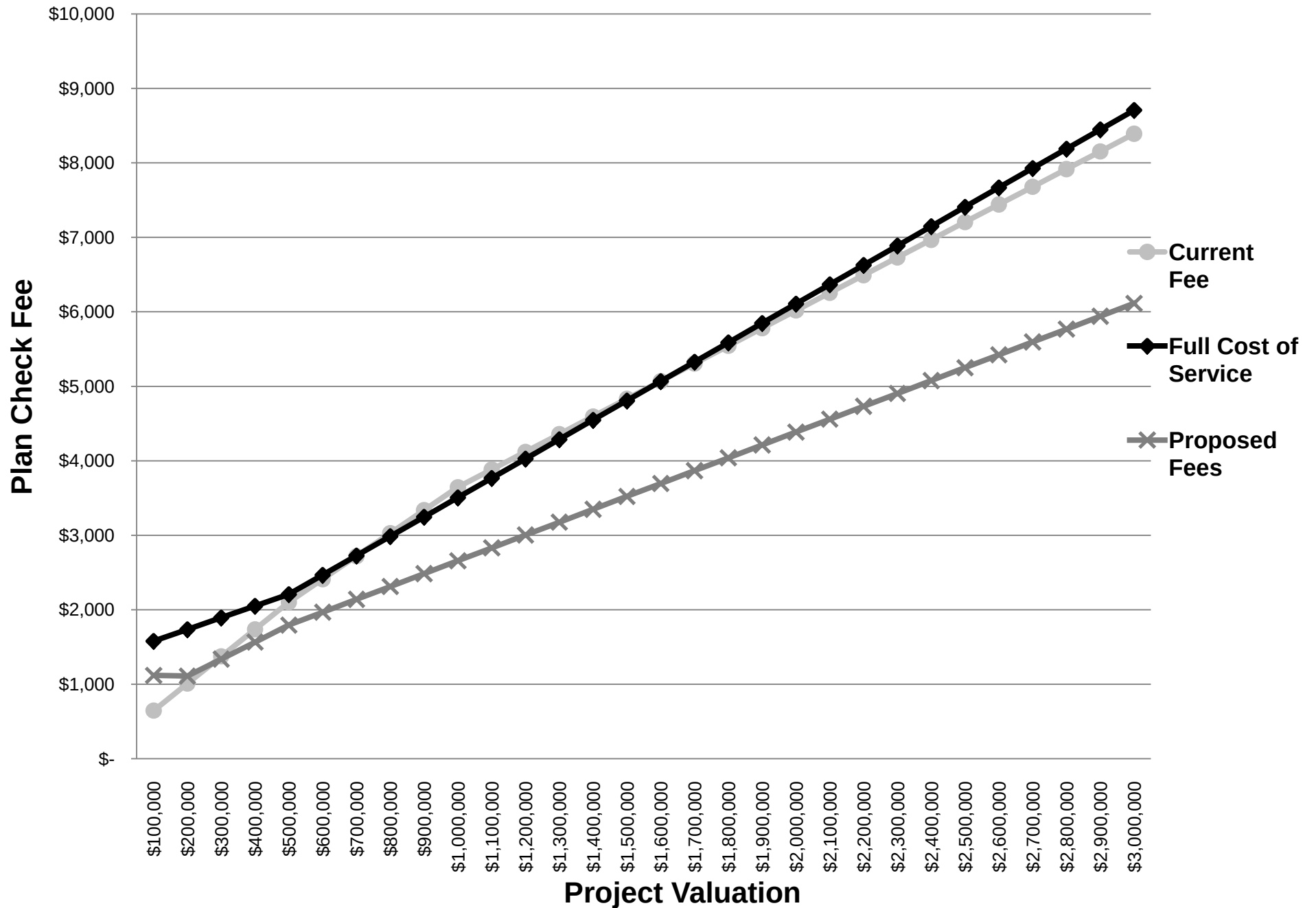
Plan Check Cost Comparison Part 1 of 2

Graph E



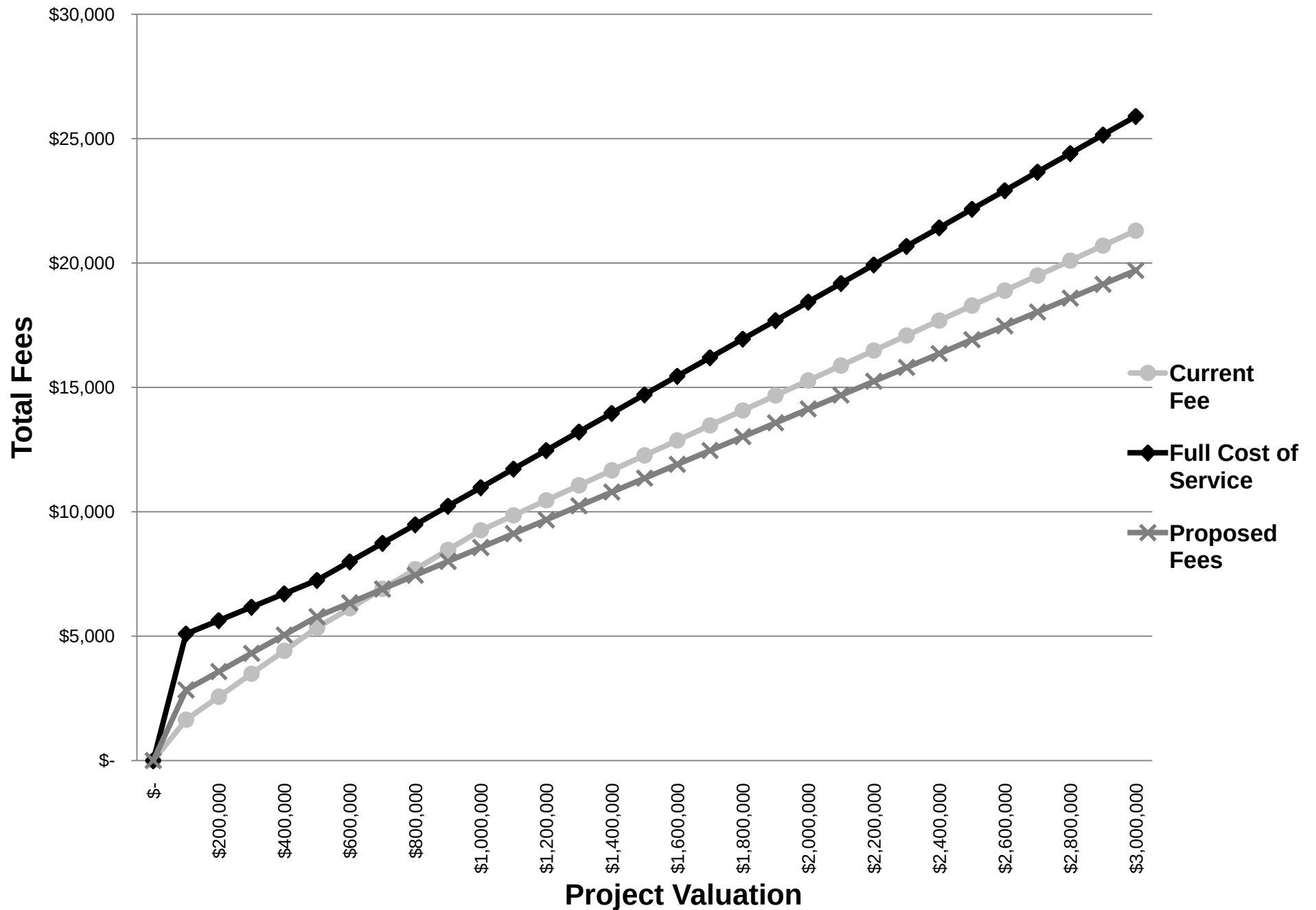
Plan Check Cost Comparison Part 2 of 2

Graph F



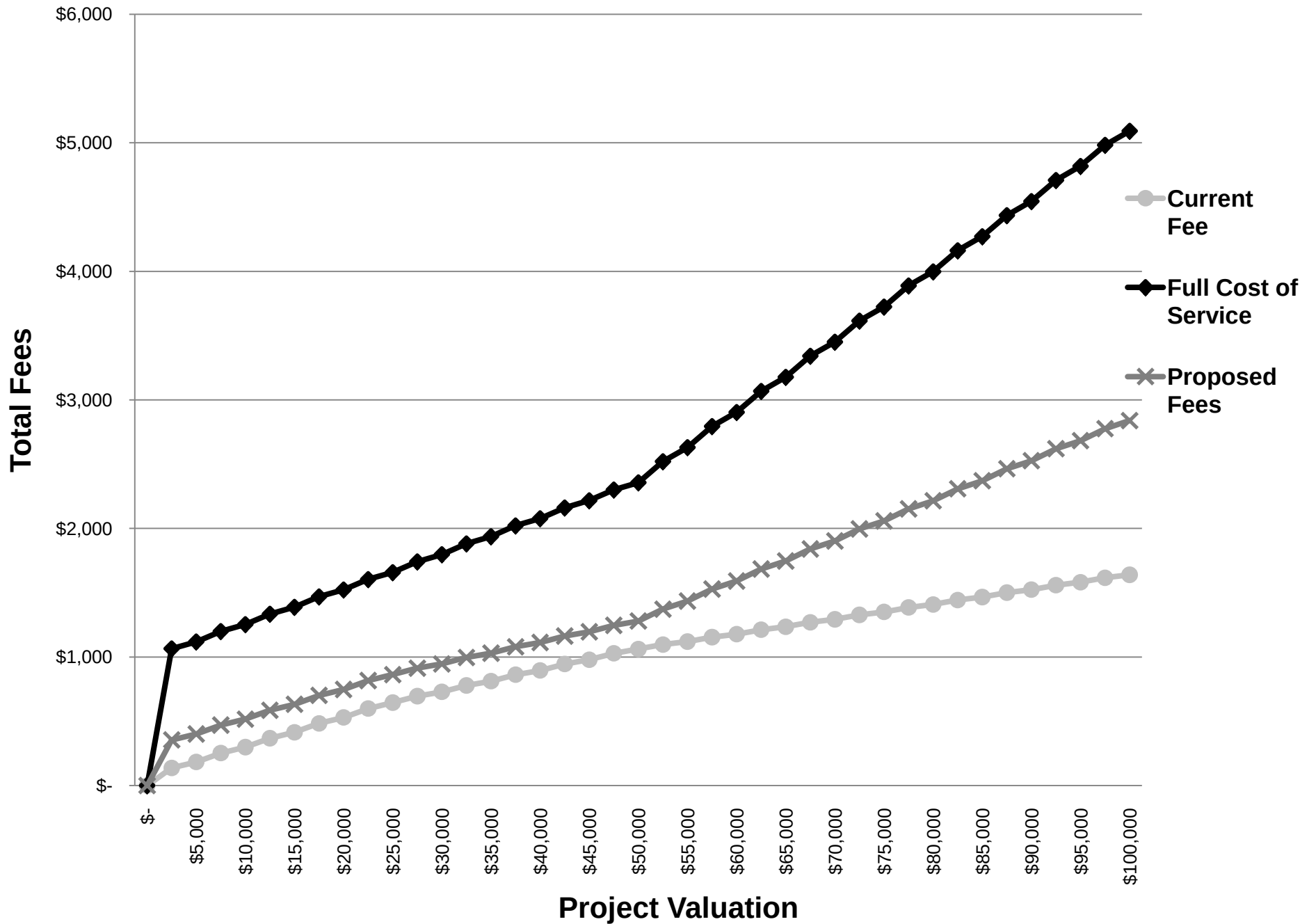
Total Cost Comparison

Graph G



Total Cost Comparison Part 1 of 2

Graph H



Total Cost Comparison Part 2 of 2

Graph I

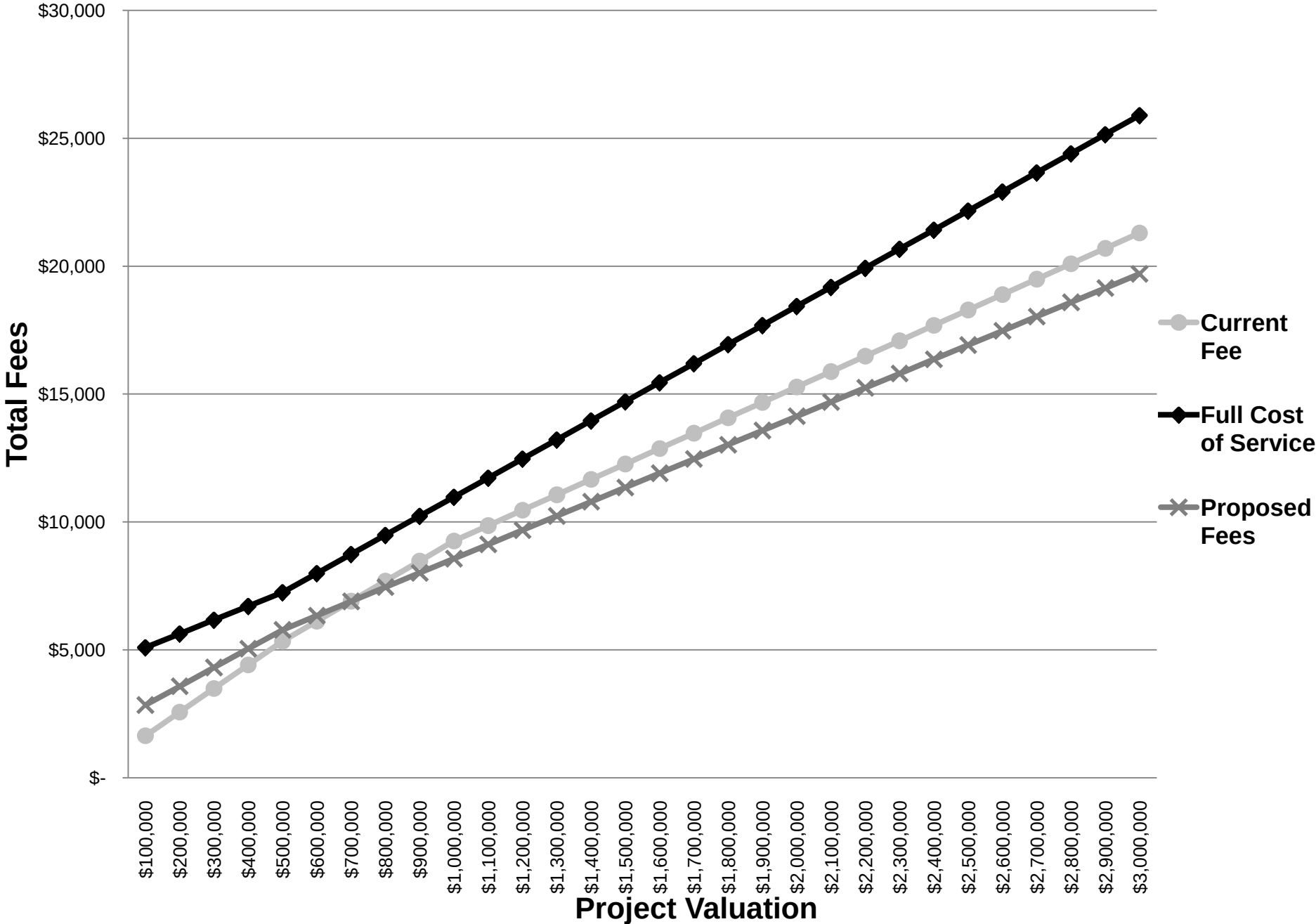


EXHIBIT D

Overhead Cost Allocation Plan

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
City Organization and Financial Structure

Worksheet A

Dept Number	Department Name [a]	Program Name [a]	Complete Name for Overhead Cost Allocation Plan
11	City Council		11 City Council
12	Administration		12 Administration
16	City Attorney		16 City Attorney
18	Finance		18 Finance
20	Planning		20 Planning
25	Building		25 Building
30	Non-Department		30 Non-Department
40	Police		40 Police
50	Public Works	Engineering	50 Public Works - Engineering
53	Public Works	Street Maintenance	53 Public Works - Street Maintenance
57	Public Works	Park Maintenance	57 Public Works - Park Maintenance
58	Public Works	Park Programs	58 Public Works - Park Programs
59	Public Works	Building Maintenance	59 Public Works - Building Maintenance
	Other	Other	Other - Other
	Other	Other	Other - Other

Notes:

[a] Funds/budget units strictly related to capital expenditures and debt service have been excluded from the organizational structure listed for cost allocation purposes. This implies that capital and debt service funds/budget units neither allocate nor receive overhead costs through this plan.

Budget Items Outside of Overhead Cost Allocation Scope

Dept Number	Department Name	Program Name	Complete Name
	Public Works	Tennis Fund	Public Works - Tennis Fund
401	Capital Projects	Capital Improvement	401 Capital Projects - Capital Improvement
402	Capital Projects	Storm Drainage	402 Capital Projects - Storm Drainage
403	Capital Projects	Channel Drainage District	403 Capital Projects - Channel Drainage District
406	Capital Projects	Facilities Construction	406 Capital Projects - Facilities Construction

Internal Service Funds

Dept Number	Department Name	Program Name	Complete Name
184	Finance	Fleet Management (Equip. Repair & Replace.)	184 Finance - Fleet Management (Equip. Repair & Replace.)
	Finance	Employee Benefits/Compensated Absences	Finance - Employee Benefits/Compensated Absences
	Finance	GASB 45	Finance - GASB 45

OVERHEAD COST ALLOCATION PLAN

Labor Organization and Identification of Indirect Services

Note: This page is not used to catalog the actual costs that will be allocated. It is used only to identify departments and/or functions that should be allocated as overhead. Refer to Worksheet C for the actual costs to be allocated.

11 City Council

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	City Council	[Other]	[Other]	[Other]	[Other]
x Mayor		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Vice Mayor		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Council Member		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Council Member		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Council Member		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
Total	-	100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%

Notes:

12 Administration

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	Administration	[Other]	[Other]	[Other]	[Other]
x City Manager		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Assistant City Manager		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Executive Assistant/Deputy City Clerk		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Office Specialist		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
Total	614,770	100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%

Notes:

OVERHEAD COST ALLOCATION PLAN

Labor Organization and Identification of Indirect Services

Note: This page is not used to catalog the actual costs that will be allocated. It is used only to identify departments and/or functions that should be allocated as overhead. Refer to Worksheet C for the actual costs to be allocated.

16 City Attorney

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	General Counsel	Planning Counsel	Building Counsel	DPW Engineering Counsel	[Other]
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
Total	-	100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%

Notes:

18 Finance

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	Finance	[Other]	[Other]	[Other]	[Other]
x Finance Director		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Asst Finance Director		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Accountant		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Finance Assistant (.6)		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
Total	373,858	100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%

Notes:

OVERHEAD COST ALLOCATION PLAN

Labor Organization and Identification of Indirect Services

Note: This page is not used to catalog the actual costs that will be allocated. It is used only to identify departments and/or functions that should be allocated as overhead. Refer to Worksheet C for the actual costs to be allocated.

20 Planning

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	[Other]	[Other]	[Other]	[Other]	[Other]
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	-	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Notes:

25 Building

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	[Other]	[Other]	[Other]	[Other]	[Other]
x Building Official		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Senior Bldg Inspector		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Building Inspector		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Building Inspector		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Arborist		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Permit Technician		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Office Specialist		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	870,309	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Notes:

OVERHEAD COST ALLOCATION PLAN

Labor Organization and Identification of Indirect Services

Note: This page is not used to catalog the actual costs that will be allocated. It is used only to identify departments and/or functions that should be allocated as overhead. Refer to Worksheet C for the actual costs to be allocated.

30 Non-Department

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	General Indirect Activities	Information Technology	Code Enforcement	[Other]	[Other]
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
Total	-	100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%

Notes:

TOWN OF ATHERTON

OVERHEAD COST ALLOCATION PLAN

Labor Organization and Identification of Indirect Services

Worksheet Series B

Note: This page is not used to catalog the actual costs that will be allocated. It is used only to identify departments and/or functions that should be allocated as overhead. Refer to Worksheet C for the actual costs to be allocated.

40 Police

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	[Other]	[Other]	[Other]	[Other]	[Other]
x Chief of Police		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Lieutenant		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Sergeant (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Sergeant (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Sergeant (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Sergeant (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Sergeant (80 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (80 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (80 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (80 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (80 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (80 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (84 hrs) - Vacant		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Officer (84 hrs)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Com Supervisor		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Dispatcher - Vacant		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x CSO/Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Police Lieutenant		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%

TOWN OF ATHERTON

OVERHEAD COST ALLOCATION PLAN

Labor Organization and Identification of Indirect Services

Worksheet Series B

Note: This page is not used to catalog the actual costs that will be allocated. It is used only to identify departments and/or functions that should be allocated as overhead. Refer to Worksheet C for the actual costs to be allocated.

40 Police (Continued)

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	[Other]	[Other]	[Other]	[Other]	[Other]
x Part-Time Temp Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Part-Time Temp Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Part-Time Temp Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Part-Time Temp Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Part-Time Temp Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Part-Time Temp Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Part-Time Temp Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Part-Time Temp Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Part-Time Temp Dispatcher		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Reserve Officer		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Reserve Officer		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Reserve Officer		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Reserve Officer		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Reserve Officer		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Administrative Assistant		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	3,920,084	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Notes:

OVERHEAD COST ALLOCATION PLAN

Labor Organization and Identification of Indirect Services

Note: This page is not used to catalog the actual costs that will be allocated. It is used only to identify departments and/or functions that should be allocated as overhead. Refer to Worksheet C for the actual costs to be allocated.

50 Public Works - Engineering

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	[Other]	[Other]	[Other]	[Other]	[Other]
x PW Director (.6)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x PW Superintendent (.1)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Assistant Engineer		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x PW Supervisor (.5)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Office Specialist		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	396,552	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Notes:

53 Public Works - Street Maintenance

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	[Other]	[Other]	[Other]	[Other]	[Other]
x PW Director (.1)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x PW Superintendent (.4)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x PW Supervisor (.5)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x PW Maint Worker I (.8)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x PW Maint Worker II (.9)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x PW Maint Worker II (.9)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	405,551	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Notes:

OVERHEAD COST ALLOCATION PLAN

Labor Organization and Identification of Indirect Services

Note: This page is not used to catalog the actual costs that will be allocated. It is used only to identify departments and/or functions that should be allocated as overhead. Refer to Worksheet C for the actual costs to be allocated.

57 Public Works - Park Maintenance

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	[Other]	[Other]	[Other]	[Other]	[Other]
x PW Director (.1)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x PW Superintendent (.2)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Park Supervisor		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Park/Facil Maint Worker II (.1)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	189,350	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Notes:

58 Public Works - Park Programs

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	[Other]	[Other]	[Other]	[Other]	[Other]
x PW Director (.1)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Park Program Manager (.8)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Park/Facil Maint Worker II (.5)		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
x Position		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	168,721	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Notes:

OVERHEAD COST ALLOCATION PLAN

Labor Organization and Identification of Indirect Services

Note: This page is not used to catalog the actual costs that will be allocated. It is used only to identify departments and/or functions that should be allocated as overhead. Refer to Worksheet C for the actual costs to be allocated.

59 Public Works - Building Maintenance

Personnel Number and Position Description	Total Salary/Wage & Benefits	Distribution to Service Type		Allocation of Staff Time to Functions of Indirect Service or Overhead				
		Indirect Service or Overhead	Direct Service	Building Maintenance	[Other]	[Other]	[Other]	[Other]
x PW Director (.1)		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x PW Superintendent (.3)		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Park Program Manager (.2)		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x PW Maint Worker I (.2)		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Park/Facil Maint Worker II (.3)		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x PW Maint Worker II (.1)		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x PW Maint Worker II (.1)		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
x Position		100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
Total	165,797	100.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%

Notes:

11 City Council

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		City Council	[Other]	[Other]	[Other]	[Other]
Advertising/Publishing	\$ 2,000	100.0%	0.0%	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -
Bus Meeting & Meals	1,100	100.0%	0.0%	1,100	1,100	-	-	-	-
Other Contract Services	-	100.0%	0.0%	-	-	-	-	-	-
Office Supplies	1,950	100.0%	0.0%	1,950	1,950	-	-	-	-
Membership/Dues	8,407	100.0%	0.0%	8,407	8,407	-	-	-	-
Utilities - Water	625	100.0%	0.0%	625	625	-	-	-	-
Conferences	5,000	100.0%	0.0%	5,000	5,000	-	-	-	-
Mileage Reimbursement	1,300	100.0%	0.0%	1,300	1,300	-	-	-	-
Boards & Commissions	2,000	100.0%	0.0%	2,000	2,000	-	-	-	-
Special Events & Awards	-	100.0%	0.0%	-	-	-	-	-	-
Office Equip & Furniture	7,000	100.0%	0.0%	7,000	7,000	-	-	-	-
Administrative Services	-	100.0%	0.0%	-	-	-	-	-	-
Computer Services Charge	-	100.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
Total	29,382			29,382	29,382	-	-	-	-

Notes:

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Master Expenditure Detail for Source Fiscal Year 2009/2010

Worksheet Series C

12 Administration

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		Administration	[Other]	[Other]	[Other]	[Other]
Regular Salaries	\$ 453,964	100.0%	0.0%	\$ 453,964	\$ 453,964	\$ -	\$ -	\$ -	\$ -
Part-Time Permanent	-	100.0%	0.0%	-	-	-	-	-	-
Temporary Help	-	100.0%	0.0%	-	-	-	-	-	-
Overtime	5,000	100.0%	0.0%	5,000	5,000	-	-	-	-
Medicare Tax	6,582	100.0%	0.0%	6,582	6,582	-	-	-	-
Social Security Tax	-	100.0%	0.0%	-	-	-	-	-	-
PERS Retire Contrib- ER	59,483	100.0%	0.0%	59,483	59,483	-	-	-	-
PERS Retire Contrib- EE	31,777	100.0%	0.0%	31,777	31,777	-	-	-	-
Deferred Compensation	-	100.0%	0.0%	-	-	-	-	-	-
Health Insurance	46,442	100.0%	0.0%	46,442	46,442	-	-	-	-
Retiree Healthcare	91,898	100.0%	0.0%	91,898	91,898	-	-	-	-
Dental Insurance	6,778	100.0%	0.0%	6,778	6,778	-	-	-	-
Vision Insurance	636	100.0%	0.0%	636	636	-	-	-	-
Workers' Compensation	754	100.0%	0.0%	754	754	-	-	-	-
Life & ADD Insurance	890	100.0%	0.0%	890	890	-	-	-	-
LTD Insurance	2,663	100.0%	0.0%	2,663	2,663	-	-	-	-
Unemployment Insurance	4,540	100.0%	0.0%	4,540	4,540	-	-	-	-
Auto Allowance	4,800	100.0%	0.0%	4,800	4,800	-	-	-	-
Educational Reimbursement	1,000	100.0%	0.0%	1,000	1,000	-	-	-	-
EE Benefits Earned	4,540	100.0%	0.0%	4,540	4,540	-	-	-	-
Recruitment Costs	1,000	100.0%	0.0%	1,000	1,000	-	-	-	-
Labor Relation Services	14,000	100.0%	0.0%	14,000	14,000	-	-	-	-
Repair Machinery & Equip	4,800	100.0%	0.0%	4,800	4,800	-	-	-	-
Facility Repair	-	100.0%	0.0%	-	-	-	-	-	-
Advertising - Noticing	2,500	100.0%	0.0%	2,500	2,500	-	-	-	-
Training and Workshops	5,668	100.0%	0.0%	5,668	5,668	-	-	-	-
Other Contract Services	-	100.0%	0.0%	-	-	-	-	-	-
Disaster Preparedness	-	100.0%	0.0%	-	-	-	-	-	-
Human Resources Services	-	100.0%	0.0%	-	-	-	-	-	-
Office Supplies	3,000	100.0%	0.0%	3,000	3,000	-	-	-	-
Subscriptions	800	100.0%	0.0%	800	800	-	-	-	-
Memberships & Dues	15,280	100.0%	0.0%	15,280	15,280	-	-	-	-
External Printing Services	12,000	100.0%	0.0%	12,000	12,000	-	-	-	-
Postage	1,000	100.0%	0.0%	1,000	1,000	-	-	-	-

12 Administration (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		Administration	[Other]	[Other]	[Other]	[Other]
Utilities - Electricity	\$ 6,000	100.0%	0.0%	\$ 6,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -
Utilities - Gas	650	100.0%	0.0%	650	650	-	-	-	-
Utilities - Water	485	100.0%	0.0%	485	485	-	-	-	-
Utilities - Telephone	600	100.0%	0.0%	600	600	-	-	-	-
Conferences	2,000	100.0%	0.0%	2,000	2,000	-	-	-	-
Business Meetings & Meals	1,230	100.0%	0.0%	1,230	1,230	-	-	-	-
Special Events & Awards	1,800	100.0%	0.0%	1,800	1,800	-	-	-	-
Election Expense	-	100.0%	0.0%	-	-	-	-	-	-
Computer Equipment	3,000	100.0%	0.0%	3,000	3,000	-	-	-	-
Office Equip & Furn	500	100.0%	0.0%	500	500	-	-	-	-
Administrative Services	-	100.0%	0.0%	-	-	-	-	-	-
Computer Services	-	100.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
Total	798,060			798,060	798,060	-	-	-	-

Notes:

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Master Expenditure Detail for Source Fiscal Year 2009/2010

Worksheet Series C

16 City Attorney

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		General Counsel	Planning Counsel	Building Counsel	DPW Engineering Counsel	[Other]
City Attorney - Retainer	\$ 132,000	100.0%	0.0%	\$ 132,000	\$ 132,000	\$ -	\$ -	\$ -	\$ -
City Attorney - Planning	48,000	100.0%	0.0%	48,000	-	48,000	-	-	-
City Attorney - Building	27,500	100.0%	0.0%	27,500	-	-	27,500	-	-
City Attorney - DPW Eng	15,000	100.0%	0.0%	15,000	-	-	-	15,000	-
City Attorney - Other Services	200,500	100.0%	0.0%	200,500	200,500	-	-	-	-
Attorney - Other Legal	-	100.0%	0.0%	-	-	-	-	-	-
Labor Relations Service	-	100.0%	0.0%	-	-	-	-	-	-
Litigation Services	-	100.0%	0.0%	-	-	-	-	-	-
Other Contract Services	-	100.0%	0.0%	-	-	-	-	-	-
Facility Repair	-	100.0%	0.0%	-	-	-	-	-	-
Membership/Dues	-	100.0%	0.0%	-	-	-	-	-	-
Travel & Meetings	-	100.0%	0.0%	-	-	-	-	-	-
Liability Claims	-	100.0%	0.0%	-	-	-	-	-	-
Administrative Services	-	100.0%	0.0%	-	-	-	-	-	-
Computer Service Charge	-	100.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
Total	423,000			423,000	332,500	48,000	27,500	15,000	-

Notes:

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Master Expenditure Detail for Source Fiscal Year 2009/2010

Worksheet Series C

18 Finance

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		Finance	[Other]	[Other]	[Other]	[Other]
Regular Salaries	\$ 261,601	100.0%	0.0%	\$ 261,601	\$ 261,601	\$ -	\$ -	\$ -	\$ -
Part-Time Permanent Salaries	-	100.0%	0.0%	-	-	-	-	-	-
Temporary Help	-	100.0%	0.0%	-	-	-	-	-	-
Overtime	-	100.0%	0.0%	-	-	-	-	-	-
Medicare	3,793	100.0%	0.0%	3,793	3,793	-	-	-	-
Social Security Tax	-	100.0%	0.0%	-	-	-	-	-	-
PERS Retire Contrib- ER	34,278	100.0%	0.0%	34,278	34,278	-	-	-	-
PERS Retire Contrib- EE	18,312	100.0%	0.0%	18,312	18,312	-	-	-	-
Health Insurance	48,279	100.0%	0.0%	48,279	48,279	-	-	-	-
Retiree Health	34,434	100.0%	0.0%	34,434	34,434	-	-	-	-
Dental Insurance	4,462	100.0%	0.0%	4,462	4,462	-	-	-	-
Vision Insurance	674	100.0%	0.0%	674	674	-	-	-	-
Workers' Compensation	434	100.0%	0.0%	434	434	-	-	-	-
Life & ADD Insurance	406	100.0%	0.0%	406	406	-	-	-	-
LTD Insurance	1,621	100.0%	0.0%	1,621	1,621	-	-	-	-
Unemployment Insurance	2,616	100.0%	0.0%	2,616	2,616	-	-	-	-
EE Benefits Earned	2,616	100.0%	0.0%	2,616	2,616	-	-	-	-
Audit & Financial	42,057	100.0%	0.0%	42,057	42,057	-	-	-	-
Technical Services	24,584	100.0%	0.0%	24,584	24,584	-	-	-	-
Repair Machinery & Equip	1,000	100.0%	0.0%	1,000	1,000	-	-	-	-
External Printing Service	3,000	100.0%	0.0%	3,000	3,000	-	-	-	-
Training and Workshops	5,084	100.0%	0.0%	5,084	5,084	-	-	-	-
Other Contract Services	14,480	100.0%	0.0%	14,480	14,480	-	-	-	-
Office Supplies	3,000	100.0%	0.0%	3,000	3,000	-	-	-	-
Subscriptions	750	100.0%	0.0%	750	750	-	-	-	-
Misc. Computer Parts	500	100.0%	0.0%	500	500	-	-	-	-
Memberships & Dues	1,205	100.0%	0.0%	1,205	1,205	-	-	-	-
Postage	-	100.0%	0.0%	-	-	-	-	-	-
Utilities - Telephone	-	100.0%	0.0%	-	-	-	-	-	-
Conferences	1,300	100.0%	0.0%	1,300	1,300	-	-	-	-
Mileage Reimbursement	600	100.0%	0.0%	600	600	-	-	-	-
Banking Services	10,500	100.0%	0.0%	10,500	10,500	-	-	-	-
Computer Equipment	3,000	100.0%	0.0%	3,000	3,000	-	-	-	-
Office Machines & Furniture	-	100.0%	0.0%	-	-	-	-	-	-
Administrative Services	-	100.0%	0.0%	-	-	-	-	-	-

18 Finance (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		Finance	[Other]	[Other]	[Other]	[Other]
Trsfr to Computer Services Fd	\$ -	100.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trsfr to Equip Replace Fund	10,000	100.0%	0.0%	10,000	10,000	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
Total	534,584			534,584	534,584	-	-	-	-

Notes:

20 Planning

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Contract Planner	\$ 177,077	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Zoning Code Update	-	0.0%	0.0%	-	-	-	-	-	-
General Plan Update	4,900	0.0%	0.0%	-	-	-	-	-	-
Housing Element	7,350	0.0%	0.0%	-	-	-	-	-	-
Historical Artifacts	-	0.0%	0.0%	-	-	-	-	-	-
Advertising/Noticing	2,000	0.0%	0.0%	-	-	-	-	-	-
Plan Review	-	0.0%	0.0%	-	-	-	-	-	-
Other Contract Services	-	0.0%	0.0%	-	-	-	-	-	-
Printing - External Service	2,500	0.0%	0.0%	-	-	-	-	-	-
Office Supplies	2,000	0.0%	0.0%	-	-	-	-	-	-
Postage	-	0.0%	0.0%	-	-	-	-	-	-
Utilities - Electricity	230	0.0%	0.0%	-	-	-	-	-	-
Utilities - Gas	150	0.0%	0.0%	-	-	-	-	-	-
Utilities - Water	50	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
Total	196,257			-	-	-	-	-	-

Notes:

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Master Expenditure Detail for Source Fiscal Year 2009/2010

Worksheet Series C

25 Building

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Regular Salaries	\$ 597,738	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Temporary Help	-	0.0%	0.0%	-	-	-	-	-	-
Overtime	-	0.0%	0.0%	-	-	-	-	-	-
Medicare	8,667	0.0%	0.0%	-	-	-	-	-	-
Social Security Tax	-	0.0%	0.0%	-	-	-	-	-	-
PER Retire Contrb- ER	78,322	0.0%	0.0%	-	-	-	-	-	-
PERS Retire Contrb- EE	41,842	0.0%	0.0%	-	-	-	-	-	-
Health Insurance	83,686	0.0%	0.0%	-	-	-	-	-	-
Retiree Healthcare	74,878	0.0%	0.0%	-	-	-	-	-	-
Dental Insurance	11,497	0.0%	0.0%	-	-	-	-	-	-
Vision Insurance	1,413	0.0%	0.0%	-	-	-	-	-	-
Workers' Compensation	25,454	0.0%	0.0%	-	-	-	-	-	-
Life & ADD Insurance	909	0.0%	0.0%	-	-	-	-	-	-
LTD Insurance	4,282	0.0%	0.0%	-	-	-	-	-	-
Unemployment Insurance	5,977	0.0%	0.0%	-	-	-	-	-	-
Uniforms	600	0.0%	0.0%	-	-	-	-	-	-
Auto Allowance	15,900	0.0%	0.0%	-	-	-	-	-	-
EE Benefits Earned	5,977	0.0%	0.0%	-	-	-	-	-	-
Technical Service	8,000	0.0%	0.0%	-	-	-	-	-	-
City Attorney Retainer	-	0.0%	0.0%	-	-	-	-	-	-
Contract Planner	-	0.0%	0.0%	-	-	-	-	-	-
Plan Reviewer	-	0.0%	0.0%	-	-	-	-	-	-
Vehicle Repair & Maint	600	0.0%	0.0%	-	-	-	-	-	-
Equip Repair & Maint	2,000	0.0%	0.0%	-	-	-	-	-	-
Custodial Services	-	0.0%	0.0%	-	-	-	-	-	-
Advertising/Publishing	-	0.0%	0.0%	-	-	-	-	-	-
Training & Workshop	5,640	0.0%	0.0%	-	-	-	-	-	-
Plan Review	-	0.0%	0.0%	-	-	-	-	-	-
Code Enforcement	-	0.0%	0.0%	-	-	-	-	-	-
Other Contract Services	-	0.0%	0.0%	-	-	-	-	-	-
Environment Programs	-	0.0%	0.0%	-	-	-	-	-	-
Building Inspection	-	0.0%	0.0%	-	-	-	-	-	-
Environ Report Service	-	0.0%	0.0%	-	-	-	-	-	-
Office Supplies	6,000	0.0%	0.0%	-	-	-	-	-	-
Subscriptions	905	0.0%	0.0%	-	-	-	-	-	-
Microfilms	7,500	0.0%	0.0%	-	-	-	-	-	-
Safety Supplies & Mtls	5,785	0.0%	0.0%	-	-	-	-	-	-

25 Building (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Computer Software	\$ -	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oil & Gasoline	600	0.0%	0.0%	-	-	-	-	-	-
Recycling	-	0.0%	0.0%	-	-	-	-	-	-
Memberships & Dues	2,145	0.0%	0.0%	-	-	-	-	-	-
Utilities - Electricity	1,380	0.0%	0.0%	-	-	-	-	-	-
Utilities - Gas	900	0.0%	0.0%	-	-	-	-	-	-
Utilities - Water	300	0.0%	0.0%	-	-	-	-	-	-
Communication	1,650	0.0%	0.0%	-	-	-	-	-	-
Conferences	2,000	0.0%	0.0%	-	-	-	-	-	-
Computer Equipment	2,500	0.0%	0.0%	-	-	-	-	-	-
Office Equip & Furniture	2,000	0.0%	0.0%	-	-	-	-	-	-
Administrative Services	-	0.0%	0.0%	-	-	-	-	-	-
Trsfr to Computer Service	-	0.0%	0.0%	-	-	-	-	-	-
Trsfr to Equip Replace Fd	10,000	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
Total	1,017,047			-	-	-	-	-	-

Notes:

30 Non-Department

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		General Indirect Activities	Information Technology	Code Enforcement	[Other]	[Other]
Retiree Health	\$ -	100.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit & Financial	-	100.0%	0.0%	-	-	-	-	-	-
Code Enforcement Services	56,985	100.0%	0.0%	56,985	-	-	56,985	-	-
Environmental Programs Committee	29,900	0.0%	0.0%	-	-	-	-	-	-
IT Support	32,324	100.0%	0.0%	32,324	-	32,324	-	-	-
Misc Computer Parts & Supplies	7,300	100.0%	0.0%	7,300	-	7,300	-	-	-
Other Supplies & Materials	4,000	100.0%	0.0%	4,000	4,000	-	-	-	-
Memberships & Dues	5,719	100.0%	0.0%	5,719	5,719	-	-	-	-
Liability Insurance	190,937	100.0%	0.0%	190,937	190,937	-	-	-	-
Property Insurance	5,139	100.0%	0.0%	5,139	5,139	-	-	-	-
Employment Practice Liability Insurance	36,000	100.0%	0.0%	36,000	36,000	-	-	-	-
Employee Assistance Program	3,510	100.0%	0.0%	3,510	3,510	-	-	-	-
Contribution - SSV	500	0.0%	0.0%	-	-	-	-	-	-
Contribution - HIP	2,500	0.0%	0.0%	-	-	-	-	-	-
Contribution - Sustainable San Mateo Cty	1,500	0.0%	0.0%	-	-	-	-	-	-
Postage	16,843	100.0%	0.0%	16,843	16,843	-	-	-	-
Utilities - Telephone	23,500	100.0%	0.0%	23,500	23,500	-	-	-	-
Election Cost	13,000	100.0%	0.0%	13,000	13,000	-	-	-	-
Post Office Expense	3,820	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
Total	433,477			395,257	298,648	39,624	56,985	-	-

Notes:

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Master Expenditure Detail for Source Fiscal Year 2009/2010

Worksheet Series C

40 Police

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Regular Salaries	\$ 2,026,451	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part-time Permanent	-	0.0%	0.0%	-	-	-	-	-	-
Dispatcher Salaries	319,280	0.0%	0.0%	-	-	-	-	-	-
Reserve Salaries	39,872	0.0%	0.0%	-	-	-	-	-	-
Temporary Help	82,673	0.0%	0.0%	-	-	-	-	-	-
Overtime	161,000	0.0%	0.0%	-	-	-	-	-	-
Reimbursed Salaries	-	0.0%	0.0%	-	-	-	-	-	-
Medicare Tax	37,240	0.0%	0.0%	-	-	-	-	-	-
Social Security	1,490	0.0%	0.0%	-	-	-	-	-	-
PERS Retire Contr - ER	718,922	0.0%	0.0%	-	-	-	-	-	-
PERS Retire Contr - EE	182,971	0.0%	0.0%	-	-	-	-	-	-
Deferred Comp-ER Paid	6,386	0.0%	0.0%	-	-	-	-	-	-
Health Insurance	328,296	0.0%	0.0%	-	-	-	-	-	-
Retiree Healthcare	359,631	0.0%	0.0%	-	-	-	-	-	-
Dental Insurance	38,953	0.0%	0.0%	-	-	-	-	-	-
Vision Insurance	6,072	0.0%	0.0%	-	-	-	-	-	-
Workers' Compensation	94,506	0.0%	0.0%	-	-	-	-	-	-
Life & ADD Insurance	3,251	0.0%	0.0%	-	-	-	-	-	-
LTD Insurance	17,572	0.0%	0.0%	-	-	-	-	-	-
Unemployment Insurance	25,683	0.0%	0.0%	-	-	-	-	-	-
Uniforms	16,150	0.0%	0.0%	-	-	-	-	-	-
Educational Reimbursement	2,000	0.0%	0.0%	-	-	-	-	-	-
EE Benefits Earned	48,915	0.0%	0.0%	-	-	-	-	-	-
Technical Services	57,905	0.0%	0.0%	-	-	-	-	-	-
Animal Control Services	50,951	0.0%	0.0%	-	-	-	-	-	-
Equip Maint - Vehicles	35,000	0.0%	0.0%	-	-	-	-	-	-
Equip Maint - Other	4,000	0.0%	0.0%	-	-	-	-	-	-
Facility Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Custodial Services	-	0.0%	0.0%	-	-	-	-	-	-
Training & Workshops	6,300	0.0%	0.0%	-	-	-	-	-	-
SMC Booking Fees	4,139	0.0%	0.0%	-	-	-	-	-	-
Citation Processing	541	0.0%	0.0%	-	-	-	-	-	-
Other Contract Services	57,197	0.0%	0.0%	-	-	-	-	-	-
Recruitment Cost	5,000	0.0%	0.0%	-	-	-	-	-	-
Printing - External Service	2,000	0.0%	0.0%	-	-	-	-	-	-
Office Supplies	5,850	0.0%	0.0%	-	-	-	-	-	-
Subscriptions	746	0.0%	0.0%	-	-	-	-	-	-

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Master Expenditure Detail for Source Fiscal Year 2009/2010

Worksheet Series C

40 Police (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Safety Supplies & Materials	\$ 6,000	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POST Training	20,000	0.0%	0.0%	-	-	-	-	-	-
K-9 Expenses	22,269	0.0%	0.0%	-	-	-	-	-	-
Vehicles Supplies	-	0.0%	0.0%	-	-	-	-	-	-
Oil and Gasoline	61,800	0.0%	0.0%	-	-	-	-	-	-
Other Supplies & Matls	31,000	0.0%	0.0%	-	-	-	-	-	-
Memberships & Dues	2,101	0.0%	0.0%	-	-	-	-	-	-
Postage	-	0.0%	0.0%	-	-	-	-	-	-
Utilities - Electricity	21,000	0.0%	0.0%	-	-	-	-	-	-
Utilities - Gas	1,100	0.0%	0.0%	-	-	-	-	-	-
Utilities - Water	500	0.0%	0.0%	-	-	-	-	-	-
Communication	40,622	0.0%	0.0%	-	-	-	-	-	-
Conferences	5,815	0.0%	0.0%	-	-	-	-	-	-
Mileage Reimbursement	300	0.0%	0.0%	-	-	-	-	-	-
Disaster/Emergency	2,800	0.0%	0.0%	-	-	-	-	-	-
Special Events & Awards	-	0.0%	0.0%	-	-	-	-	-	-
Rent Facilities	8,590	0.0%	0.0%	-	-	-	-	-	-
Non-Cap Off Mach & Furn	-	0.0%	0.0%	-	-	-	-	-	-
Non-Cap Tools & Equip	-	0.0%	0.0%	-	-	-	-	-	-
Misc. Capital Outlay	14,286	0.0%	0.0%	-	-	-	-	-	-
Building Improvements	-	0.0%	0.0%	-	-	-	-	-	-
Mach & Equip	25,185	0.0%	0.0%	-	-	-	-	-	-
Vehicles & Accessories	-	0.0%	0.0%	-	-	-	-	-	-
Computer Equip	4,500	0.0%	0.0%	-	-	-	-	-	-
Office Equip & Furniture	700	0.0%	0.0%	-	-	-	-	-	-
Administrative Services	-	0.0%	0.0%	-	-	-	-	-	-
Computer Svs Charge	-	0.0%	0.0%	-	-	-	-	-	-
Trsfr to Equip Replace Fd	69,800	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
Total	5,085,310			-	-	-	-	-	-

Notes:

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Master Expenditure Detail for Source Fiscal Year 2009/2010

Worksheet Series C

50 Public Works - Engineering

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Regular Salaries	\$ 295,213	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part-Time Permanent	-	0.0%	0.0%	-	-	-	-	-	-
Temporary Help	-	0.0%	0.0%	-	-	-	-	-	-
Overtime	-	0.0%	0.0%	-	-	-	-	-	-
Standby Pay	1,475	0.0%	0.0%	-	-	-	-	-	-
Medicare Insurance	4,281	0.0%	0.0%	-	-	-	-	-	-
Social Security	-	0.0%	0.0%	-	-	-	-	-	-
PERS Retire Contr - ER	38,682	0.0%	0.0%	-	-	-	-	-	-
PERS Retire Contr - EE	20,665	0.0%	0.0%	-	-	-	-	-	-
Health Insurance	22,297	0.0%	0.0%	-	-	-	-	-	-
Retiree Healthcare	46,091	0.0%	0.0%	-	-	-	-	-	-
Dental Insurance	5,277	0.0%	0.0%	-	-	-	-	-	-
Vision Insurance	466	0.0%	0.0%	-	-	-	-	-	-
Workers Compensation	3,607	0.0%	0.0%	-	-	-	-	-	-
Life & ADD Insurance	437	0.0%	0.0%	-	-	-	-	-	-
LTD Insurance	1,994	0.0%	0.0%	-	-	-	-	-	-
Unemployment Insurance	2,952	0.0%	0.0%	-	-	-	-	-	-
Uniforms	-	0.0%	0.0%	-	-	-	-	-	-
Auto Allowance	2,160	0.0%	0.0%	-	-	-	-	-	-
EE Benefits Earned	2,952	0.0%	0.0%	-	-	-	-	-	-
Salary Allocated to CIP	(214,060)	0.0%	0.0%	-	-	-	-	-	-
Salary Savings	(64,140)	0.0%	0.0%	-	-	-	-	-	-
Contract Engineering	3,000	0.0%	0.0%	-	-	-	-	-	-
Contract Plan Reviewer	-	0.0%	0.0%	-	-	-	-	-	-
Vehicle Repair & Maint	400	0.0%	0.0%	-	-	-	-	-	-
Equipment Repair & Maint	100	0.0%	0.0%	-	-	-	-	-	-
Building Security	-	0.0%	0.0%	-	-	-	-	-	-
Facility Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Catering Services	-	0.0%	0.0%	-	-	-	-	-	-
Custodial Services	-	0.0%	0.0%	-	-	-	-	-	-
HVAC Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Electrical Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Roof Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Tree Maintenance	-	0.0%	0.0%	-	-	-	-	-	-
Pesticides & Fertilizer	-	0.0%	0.0%	-	-	-	-	-	-
Street Sweeping	-	0.0%	0.0%	-	-	-	-	-	-
Contract Lndscp Maint.	-	0.0%	0.0%	-	-	-	-	-	-

50 Public Works - Engineering (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Traffic Signal Repair & Maint	\$ -	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Light Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Advertising/Publishing	5,000	0.0%	0.0%	-	-	-	-	-	-
Training & Workshops	2,000	0.0%	0.0%	-	-	-	-	-	-
Inspection & Testing	-	0.0%	0.0%	-	-	-	-	-	-
Other Contract Services	2,000	0.0%	0.0%	-	-	-	-	-	-
Disaster Preparedness	-	0.0%	0.0%	-	-	-	-	-	-
Technical Services	6,000	0.0%	0.0%	-	-	-	-	-	-
Office Supplies	3,000	0.0%	0.0%	-	-	-	-	-	-
Safety Supplies & Matls	1,000	0.0%	0.0%	-	-	-	-	-	-
Computer Software	6,000	0.0%	0.0%	-	-	-	-	-	-
Computer Supplies	500	0.0%	0.0%	-	-	-	-	-	-
Custodial Supplies	-	0.0%	0.0%	-	-	-	-	-	-
Landscape Supplies	-	0.0%	0.0%	-	-	-	-	-	-
Construction Matls	-	0.0%	0.0%	-	-	-	-	-	-
Minor Tools & Equip	250	0.0%	0.0%	-	-	-	-	-	-
Gas & Oil	750	0.0%	0.0%	-	-	-	-	-	-
Other Supplies & Matls	-	0.0%	0.0%	-	-	-	-	-	-
Membership/Dues	6,366	0.0%	0.0%	-	-	-	-	-	-
Postage	200	0.0%	0.0%	-	-	-	-	-	-
Utilities - Electricity	690	0.0%	0.0%	-	-	-	-	-	-
Utilities - Gas	450	0.0%	0.0%	-	-	-	-	-	-
Utilities - Water	150	0.0%	0.0%	-	-	-	-	-	-
Utilities - Sewer	-	0.0%	0.0%	-	-	-	-	-	-
Communication	1,550	0.0%	0.0%	-	-	-	-	-	-
Conferences	264	0.0%	0.0%	-	-	-	-	-	-
Credit Card Merchant Fees	-	0.0%	0.0%	-	-	-	-	-	-
Rent - Facilities	-	0.0%	0.0%	-	-	-	-	-	-
Rent - Tools & Equipment	-	0.0%	0.0%	-	-	-	-	-	-
Building Improvements	-	0.0%	0.0%	-	-	-	-	-	-
Machinery & Equipment	-	0.0%	0.0%	-	-	-	-	-	-
Computer Equipment	2,000	0.0%	0.0%	-	-	-	-	-	-
Office Machines & Furn	500	0.0%	0.0%	-	-	-	-	-	-

50 Public Works - Engineering (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Administrative Services	\$ -	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Services Charg	-	0.0%	0.0%	-	-	-	-	-	-
Equip Replace Charges	-	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
Total	212,517			-	-	-	-	-	-

Notes:

53 Public Works - Street Maintenance

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Regular Salaries	\$ 260,692	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part-Time Permanent	-	0.0%	0.0%	-	-	-	-	-	-
Temporary Help	10,165	0.0%	0.0%	-	-	-	-	-	-
Overtime	2,305	0.0%	0.0%	-	-	-	-	-	-
Standby Pay	9,145	0.0%	0.0%	-	-	-	-	-	-
Medicare Insurance	3,927	0.0%	0.0%	-	-	-	-	-	-
Social Security	630	0.0%	0.0%	-	-	-	-	-	-
PERS Retire Contr - ER	34,159	0.0%	0.0%	-	-	-	-	-	-
PERS Retire Contr - EE	18,248	0.0%	0.0%	-	-	-	-	-	-
Health Insurance	52,597	0.0%	0.0%	-	-	-	-	-	-
Retiree Healthcare	43,415	0.0%	0.0%	-	-	-	-	-	-
Dental Insurance	5,912	0.0%	0.0%	-	-	-	-	-	-
Vision Insurance	873	0.0%	0.0%	-	-	-	-	-	-
Workers Compensation	14,556	0.0%	0.0%	-	-	-	-	-	-
Life & ADD Insurance	445	0.0%	0.0%	-	-	-	-	-	-
LTD Insurance	1,891	0.0%	0.0%	-	-	-	-	-	-
Unemployment Insurance	2,709	0.0%	0.0%	-	-	-	-	-	-
Uniforms	3,450	0.0%	0.0%	-	-	-	-	-	-
Auto Allowance	360	0.0%	0.0%	-	-	-	-	-	-
EE Benefits Earned	2,607	0.0%	0.0%	-	-	-	-	-	-
Salary Savings	(18,098)	0.0%	0.0%	-	-	-	-	-	-
Salary Allocated to CIP	-	0.0%	0.0%	-	-	-	-	-	-
Contract Engineering	-	0.0%	0.0%	-	-	-	-	-	-
Contract Plan Reviewer	-	0.0%	0.0%	-	-	-	-	-	-
Vehicle Repair & Maint	2,500	0.0%	0.0%	-	-	-	-	-	-
Equipment Repair & Maint	500	0.0%	0.0%	-	-	-	-	-	-
Building Security	-	0.0%	0.0%	-	-	-	-	-	-
Facility Repair & Maint	6,000	0.0%	0.0%	-	-	-	-	-	-
Catering Services	-	0.0%	0.0%	-	-	-	-	-	-
Custodial Services	-	0.0%	0.0%	-	-	-	-	-	-
HVAC Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Electrical Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Roof Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Tree Maintenance	50,000	0.0%	0.0%	-	-	-	-	-	-
Pesticides & Fertilizer	5,000	0.0%	0.0%	-	-	-	-	-	-
Street Sweeping	21,000	0.0%	0.0%	-	-	-	-	-	-

53 Public Works - Street Maintenance (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Contract Lndscp Maint.	\$ -	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Signal Repair & Maint	20,000	0.0%	0.0%	-	-	-	-	-	-
Street Light Repair & Maint	35,000	0.0%	0.0%	-	-	-	-	-	-
Advertising/Publishing	-	0.0%	0.0%	-	-	-	-	-	-
Training & Workshops	1,500	0.0%	0.0%	-	-	-	-	-	-
Inspection & Testing	500	0.0%	0.0%	-	-	-	-	-	-
Other Contract Services	5,000	0.0%	0.0%	-	-	-	-	-	-
Disaster Preparedness	-	0.0%	0.0%	-	-	-	-	-	-
Technical Services	-	0.0%	0.0%	-	-	-	-	-	-
Office Supplies	100	0.0%	0.0%	-	-	-	-	-	-
Safety Supplies & Matls	1,000	0.0%	0.0%	-	-	-	-	-	-
Computer Software	1,000	0.0%	0.0%	-	-	-	-	-	-
Computer Supplies	250	0.0%	0.0%	-	-	-	-	-	-
Custodial Supplies	-	0.0%	0.0%	-	-	-	-	-	-
Landscape Supplies	500	0.0%	0.0%	-	-	-	-	-	-
Construction Matls	15,000	0.0%	0.0%	-	-	-	-	-	-
Minor Tools & Equip	1,000	0.0%	0.0%	-	-	-	-	-	-
Gas & Oil	10,000	0.0%	0.0%	-	-	-	-	-	-
Other Supplies & Matls	-	0.0%	0.0%	-	-	-	-	-	-
Membership/Dues	258	0.0%	0.0%	-	-	-	-	-	-
Postage	-	0.0%	0.0%	-	-	-	-	-	-
Utilities - Electricity	52,000	0.0%	0.0%	-	-	-	-	-	-
Utilities - Gas	1,200	0.0%	0.0%	-	-	-	-	-	-
Utilities - Water	10,000	0.0%	0.0%	-	-	-	-	-	-
Utilities - Sewer	-	0.0%	0.0%	-	-	-	-	-	-
Communication	2,700	0.0%	0.0%	-	-	-	-	-	-
Conferences	2,000	0.0%	0.0%	-	-	-	-	-	-
Credit Card Merchant Fees	-	0.0%	0.0%	-	-	-	-	-	-
Rent - Facilities	-	0.0%	0.0%	-	-	-	-	-	-
Rent - Tools & Equipment	20,000	0.0%	0.0%	-	-	-	-	-	-
Building Improvements	-	0.0%	0.0%	-	-	-	-	-	-
Machinery & Equipment	3,000	0.0%	0.0%	-	-	-	-	-	-

53 Public Works - Street Maintenance (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Computer Equipment	\$ 2,000	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Machines & Furn	500	0.0%	0.0%	-	-	-	-	-	-
Administrative Services	-	0.0%	0.0%	-	-	-	-	-	-
Computer Services Charg	-	0.0%	0.0%	-	-	-	-	-	-
Equip Replace Charges	17,361	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
Total	736,857			-	-	-	-	-	-

Notes:

57 Public Works - Park Maintenance

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Regular Salaries	\$ 133,984	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part-Time Permanent	-	0.0%	0.0%	-	-	-	-	-	-
Temporary Help	22,540	0.0%	0.0%	-	-	-	-	-	-
Overtime	819	0.0%	0.0%	-	-	-	-	-	-
Standby Pay	2,950	0.0%	0.0%	-	-	-	-	-	-
Medicare Insurance	2,270	0.0%	0.0%	-	-	-	-	-	-
Social Security	1,397	0.0%	0.0%	-	-	-	-	-	-
PERS Retire Contr - ER	17,556	0.0%	0.0%	-	-	-	-	-	-
PERS Retire Contr - EE	9,379	0.0%	0.0%	-	-	-	-	-	-
Health Insurance	11,866	0.0%	0.0%	-	-	-	-	-	-
Retiree Healthcare	11,078	0.0%	0.0%	-	-	-	-	-	-
Dental Insurance	2,308	0.0%	0.0%	-	-	-	-	-	-
Vision Insurance	218	0.0%	0.0%	-	-	-	-	-	-
Workers Compensation	8,009	0.0%	0.0%	-	-	-	-	-	-
Life & ADD Insurance	182	0.0%	0.0%	-	-	-	-	-	-
LTD Insurance	1,018	0.0%	0.0%	-	-	-	-	-	-
Unemployment Insurance	1,565	0.0%	0.0%	-	-	-	-	-	-
Uniforms	813	0.0%	0.0%	-	-	-	-	-	-
Auto Allowance	360	0.0%	0.0%	-	-	-	-	-	-
EE Benefits Earned	1,340	0.0%	0.0%	-	-	-	-	-	-
Salary Allocated to CIP	-	0.0%	0.0%	-	-	-	-	-	-
Contract Engineering	-	0.0%	0.0%	-	-	-	-	-	-
Contract Plan Reviewer	-	0.0%	0.0%	-	-	-	-	-	-
Vehicle Repair & Maint	500	0.0%	0.0%	-	-	-	-	-	-
Equipment Repair & Maint	2,500	0.0%	0.0%	-	-	-	-	-	-
Building Security	-	0.0%	0.0%	-	-	-	-	-	-
Facility Repair & Maint	2,500	0.0%	0.0%	-	-	-	-	-	-
Catering Services	-	0.0%	0.0%	-	-	-	-	-	-
Custodial Services	-	0.0%	0.0%	-	-	-	-	-	-
HVAC Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Electrical Repair & Maint	500	0.0%	0.0%	-	-	-	-	-	-
Roof Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Tree Maintenance	10,000	0.0%	0.0%	-	-	-	-	-	-
Pesticides & Fertilizer	10,000	0.0%	0.0%	-	-	-	-	-	-
Street Sweeping	-	0.0%	0.0%	-	-	-	-	-	-

57 Public Works - Park Maintenance (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Contract Lndscp Maint.	\$ -	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Signal Repair & Maint	-	0.0%	0.0%	-	-	-	-	-	-
Street Light Repair & Maint	2,500	0.0%	0.0%	-	-	-	-	-	-
Advertising/Publishing	-	0.0%	0.0%	-	-	-	-	-	-
Training & Workshops	500	0.0%	0.0%	-	-	-	-	-	-
Inspection & Testing	3,000	0.0%	0.0%	-	-	-	-	-	-
Other Contract Services	2,000	0.0%	0.0%	-	-	-	-	-	-
Disaster Preparedness	-	0.0%	0.0%	-	-	-	-	-	-
Technical Services	-	0.0%	0.0%	-	-	-	-	-	-
Office Supplies	100	0.0%	0.0%	-	-	-	-	-	-
Safety Supplies & Matls	750	0.0%	0.0%	-	-	-	-	-	-
Computer Software	1,200	0.0%	0.0%	-	-	-	-	-	-
Computer Supplies	100	0.0%	0.0%	-	-	-	-	-	-
Custodial Supplies	2,000	0.0%	0.0%	-	-	-	-	-	-
Landscape Supplies	5,000	0.0%	0.0%	-	-	-	-	-	-
Construction Matls	2,500	0.0%	0.0%	-	-	-	-	-	-
Minor Tools & Equip	500	0.0%	0.0%	-	-	-	-	-	-
Gas & Oil	1,500	0.0%	0.0%	-	-	-	-	-	-
Other Supplies & Matls	-	0.0%	0.0%	-	-	-	-	-	-
Membership/Dues	200	0.0%	0.0%	-	-	-	-	-	-
Postage	-	0.0%	0.0%	-	-	-	-	-	-
Utilities - Electricity	3,500	0.0%	0.0%	-	-	-	-	-	-
Utilities - Gas	-	0.0%	0.0%	-	-	-	-	-	-
Utilities - Water	-	0.0%	0.0%	-	-	-	-	-	-
Utilities - Sewer	-	0.0%	0.0%	-	-	-	-	-	-

57 Public Works - Park Maintenance (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Communication	\$ 515	0.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Conferences	100	0.0%	0.0%	-	-	-	-	-	-
Credit Card Merchant Fees	-	0.0%	0.0%	-	-	-	-	-	-
Rent - Facilities	-	0.0%	0.0%	-	-	-	-	-	-
Rent - Tools & Equipment	500	0.0%	0.0%	-	-	-	-	-	-
Building Improvements	-	0.0%	0.0%	-	-	-	-	-	-
Machinery & Equipment	1,000	0.0%	0.0%	-	-	-	-	-	-
Computer Equipment	-	0.0%	0.0%	-	-	-	-	-	-
Office Machines & Furn	500	0.0%	0.0%	-	-	-	-	-	-
Administrative Services	-	0.0%	0.0%	-	-	-	-	-	-
Computer Services Charg	-	0.0%	0.0%	-	-	-	-	-	-
Equip Replace Charges	2,531	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
OTHER	-	0.0%	0.0%	-	-	-	-	-	-
Total	286,148			-	-	-	-	-	-

Notes:

58 Public Works - Park Programs

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Regular Salaries	\$ 116,262	0.0%	100.0%	\$ 116,262	\$ -	\$ -	\$ -	\$ -	\$ -
Part-Time Permanent	-	0.0%	100.0%	-	-	-	-	-	-
Temporary Help	55,687	0.0%	100.0%	55,687	-	-	-	-	-
Overtime	314	0.0%	100.0%	314	-	-	-	-	-
Standby Pay	-	0.0%	100.0%	-	-	-	-	-	-
Medicare Insurance	2,493	0.0%	100.0%	2,493	-	-	-	-	-
Social Security	3,453	0.0%	100.0%	3,453	-	-	-	-	-
PERS Retire Contr - ER	15,234	0.0%	100.0%	15,234	-	-	-	-	-
PERS Retire Contr - EE	8,138	0.0%	100.0%	8,138	-	-	-	-	-
Health Insurance	20,730	0.0%	100.0%	20,730	-	-	-	-	-
Retiree Healthcare	17,404	0.0%	100.0%	17,404	-	-	-	-	-
Dental Insurance	2,360	0.0%	100.0%	2,360	-	-	-	-	-
Vision Insurance	300	0.0%	100.0%	300	-	-	-	-	-
Workers Compensation	4,837	0.0%	100.0%	4,837	-	-	-	-	-
Life & ADD Insurance	171	0.0%	100.0%	171	-	-	-	-	-
LTD Insurance	884	0.0%	100.0%	884	-	-	-	-	-
Unemployment Insurance	1,719	0.0%	100.0%	1,719	-	-	-	-	-
Uniforms	813	0.0%	100.0%	813	-	-	-	-	-
Auto Allowance	360	0.0%	100.0%	360	-	-	-	-	-
EE Benefits Earned	1,163	0.0%	100.0%	1,163	-	-	-	-	-
Salary Allocated to CIP	-	0.0%	100.0%	-	-	-	-	-	-
Contract Engineering	-	0.0%	100.0%	-	-	-	-	-	-
Contract Plan Reviewer	-	0.0%	100.0%	-	-	-	-	-	-
Vehicle Repair & Maint	500	0.0%	100.0%	500	-	-	-	-	-
Equipment Repair & Maint	500	0.0%	100.0%	500	-	-	-	-	-
Building Security	-	0.0%	100.0%	-	-	-	-	-	-
Facility Repair & Maint	2,000	0.0%	100.0%	2,000	-	-	-	-	-
Catering Services	500	0.0%	100.0%	500	-	-	-	-	-
Custodial Services	-	0.0%	100.0%	-	-	-	-	-	-
HVAC Repair & Maint	-	0.0%	100.0%	-	-	-	-	-	-
Electrical Repair & Maint	1,000	0.0%	100.0%	1,000	-	-	-	-	-
Roof Repair & Maint	-	0.0%	100.0%	-	-	-	-	-	-
Tree Maintenance	-	0.0%	100.0%	-	-	-	-	-	-
Pesticides & Fertilizer	-	0.0%	100.0%	-	-	-	-	-	-
Street Sweeping	-	0.0%	100.0%	-	-	-	-	-	-

58 Public Works - Park Programs (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Contract Lndscp Maint.	\$ -	0.0%	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Signal Repair & Maint	-	0.0%	100.0%	-	-	-	-	-	-
Street Light Repair & Maint	-	0.0%	100.0%	-	-	-	-	-	-
Advertising/Publishing	18,000	0.0%	100.0%	18,000	-	-	-	-	-
Training & Workshops	500	0.0%	100.0%	500	-	-	-	-	-
Inspection & Testing	-	0.0%	100.0%	-	-	-	-	-	-
Other Contract Services	-	0.0%	100.0%	-	-	-	-	-	-
Disaster Preparedness	-	0.0%	100.0%	-	-	-	-	-	-
Technical Services	-	0.0%	100.0%	-	-	-	-	-	-
Office Supplies	100	0.0%	100.0%	100	-	-	-	-	-
Safety Supplies & Matls	-	0.0%	100.0%	-	-	-	-	-	-
Computer Software	-	0.0%	100.0%	-	-	-	-	-	-
Computer Supplies	250	0.0%	100.0%	250	-	-	-	-	-
Custodial Supplies	6,000	0.0%	100.0%	6,000	-	-	-	-	-
Landscape Supplies	2,500	0.0%	100.0%	2,500	-	-	-	-	-
Construction Matls	1,000	0.0%	100.0%	1,000	-	-	-	-	-
Minor Tools & Equip	500	0.0%	100.0%	500	-	-	-	-	-
Gas & Oil	-	0.0%	100.0%	-	-	-	-	-	-
Other Supplies & Matls	-	0.0%	100.0%	-	-	-	-	-	-
Membership/Dues	-	0.0%	100.0%	-	-	-	-	-	-
Postage	-	0.0%	100.0%	-	-	-	-	-	-
Utilities - Electricity	11,650	0.0%	100.0%	11,650	-	-	-	-	-
Utilities - Gas	3,100	0.0%	100.0%	3,100	-	-	-	-	-
Utilities - Water	2,850	0.0%	100.0%	2,850	-	-	-	-	-
Utilities - Sewer	2,250	0.0%	100.0%	2,250	-	-	-	-	-

58 Public Works - Park Programs (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		[Other]	[Other]	[Other]	[Other]	[Other]
Communication	\$ 1,050	0.0%	100.0%	\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ -
Conferences	-	0.0%	100.0%	-	-	-	-	-	-
Credit Card Merchant Fees	3,000	0.0%	100.0%	3,000	-	-	-	-	-
Rent - Facilities	4,500	0.0%	100.0%	4,500	-	-	-	-	-
Rent - Tools & Equipment	2,000	0.0%	100.0%	2,000	-	-	-	-	-
Building Improvements	-	0.0%	100.0%	-	-	-	-	-	-
Machinery & Equipment	-	0.0%	100.0%	-	-	-	-	-	-
Computer Equipment	-	0.0%	100.0%	-	-	-	-	-	-
Office Machines & Furn	500	0.0%	100.0%	500	-	-	-	-	-
Administrative Services	-	0.0%	100.0%	-	-	-	-	-	-
Computer Services Charg	-	0.0%	100.0%	-	-	-	-	-	-
Equip Replace Charges	-	0.0%	100.0%	-	-	-	-	-	-
OTHER	-	0.0%	100.0%	-	-	-	-	-	-
OTHER	-	0.0%	100.0%	-	-	-	-	-	-
Total	316,571			316,571	-	-	-	-	-

Notes:

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Master Expenditure Detail for Source Fiscal Year 2009/2010

Worksheet Series C

59 Public Works - Building Maintenance

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		Building Maintenance	[Other]	[Other]	[Other]	[Other]
Regular Salaries	\$ 111,814	100.0%	0.0%	\$ 111,814	\$ 111,814	\$ -	\$ -	\$ -	\$ -
Part-Time Permanent	-	100.0%	0.0%	-	-	-	-	-	-
Temporary Help	-	100.0%	0.0%	-	-	-	-	-	-
Overtime	-	100.0%	0.0%	-	-	-	-	-	-
Standby Pay	1,180	100.0%	0.0%	1,180	1,180	-	-	-	-
Medicare Insurance	1,621	100.0%	0.0%	1,621	1,621	-	-	-	-
Social Security	-	100.0%	0.0%	-	-	-	-	-	-
PERS Retire Contr - ER	14,651	100.0%	0.0%	14,651	14,651	-	-	-	-
PERS Retire Contr - EE	7,827	100.0%	0.0%	7,827	7,827	-	-	-	-
Health Insurance	20,049	100.0%	0.0%	20,049	20,049	-	-	-	-
Retiree Healthcare	-	100.0%	0.0%	-	-	-	-	-	-
Dental Insurance	2,171	100.0%	0.0%	2,171	2,171	-	-	-	-
Vision Insurance	335	100.0%	0.0%	335	335	-	-	-	-
Workers Compensation	4,763	100.0%	0.0%	4,763	4,763	-	-	-	-
Life & ADD Insurance	176	100.0%	0.0%	176	176	-	-	-	-
LTD Insurance	850	100.0%	0.0%	850	850	-	-	-	-
Unemployment Insurance	1,118	100.0%	0.0%	1,118	1,118	-	-	-	-
Uniforms	-	100.0%	0.0%	-	-	-	-	-	-
Auto Allowance	360	100.0%	0.0%	360	360	-	-	-	-
EE Benefits Earned	1,118	100.0%	0.0%	1,118	1,118	-	-	-	-
Salary Allocated to CIP	-	100.0%	0.0%	-	-	-	-	-	-
Contract Engineering	-	100.0%	0.0%	-	-	-	-	-	-
Contract Plan Reviewer	-	100.0%	0.0%	-	-	-	-	-	-
Vehicle Repair & Maint	-	100.0%	0.0%	-	-	-	-	-	-
Equipment Repair & Maint	500	100.0%	0.0%	500	500	-	-	-	-
Building Security	5,000	100.0%	0.0%	5,000	5,000	-	-	-	-
Facility Repair & Maint	15,000	100.0%	0.0%	15,000	15,000	-	-	-	-
Catering Services	-	100.0%	0.0%	-	-	-	-	-	-
Custodial Services	11,000	100.0%	0.0%	11,000	11,000	-	-	-	-
HVAC Repair & Maint	7,500	100.0%	0.0%	7,500	7,500	-	-	-	-
Electrical Repair & Maint	8,500	100.0%	0.0%	8,500	8,500	-	-	-	-
Roof Repair & Maint	5,000	100.0%	0.0%	5,000	5,000	-	-	-	-
Tree Maintenance	-	100.0%	0.0%	-	-	-	-	-	-
Pesticides & Fertilizer	1,500	100.0%	0.0%	1,500	1,500	-	-	-	-
Street Sweeping	-	100.0%	0.0%	-	-	-	-	-	-

59 Public Works - Building Maintenance (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		Building Maintenance	[Other]	[Other]	[Other]	[Other]
Contract Lndscp Maint.	\$ -	100.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Signal Repair & Maint	-	100.0%	0.0%	-	-	-	-	-	-
Street Light Repair & Maint	-	100.0%	0.0%	-	-	-	-	-	-
Advertising/Publishing	-	100.0%	0.0%	-	-	-	-	-	-
Training & Workshops	-	100.0%	0.0%	-	-	-	-	-	-
Inspection & Testing	2,500	100.0%	0.0%	2,500	2,500	-	-	-	-
Other Contract Services	500	100.0%	0.0%	500	500	-	-	-	-
Disaster Preparedness	8,500	100.0%	0.0%	8,500	8,500	-	-	-	-
Technical Services	-	100.0%	0.0%	-	-	-	-	-	-
Office Supplies	-	100.0%	0.0%	-	-	-	-	-	-
Safety Supplies & Matls	100	100.0%	0.0%	100	100	-	-	-	-
Computer Software	-	100.0%	0.0%	-	-	-	-	-	-
Computer Supplies	-	100.0%	0.0%	-	-	-	-	-	-
Custodial Supplies	3,500	100.0%	0.0%	3,500	3,500	-	-	-	-
Landscape Supplies	250	100.0%	0.0%	250	250	-	-	-	-
Construction Matls	2,500	100.0%	0.0%	2,500	2,500	-	-	-	-
Minor Tools & Equip	100	100.0%	0.0%	100	100	-	-	-	-
Gas & Oil	-	100.0%	0.0%	-	-	-	-	-	-
Other Supplies & Matls	-	100.0%	0.0%	-	-	-	-	-	-
Membership/Dues	-	100.0%	0.0%	-	-	-	-	-	-
Postage	-	100.0%	0.0%	-	-	-	-	-	-
Utilities - Electricity	-	100.0%	0.0%	-	-	-	-	-	-
Utilities - Gas	-	100.0%	0.0%	-	-	-	-	-	-
Utilities - Water	-	100.0%	0.0%	-	-	-	-	-	-
Utilities - Sewer	1,350	100.0%	0.0%	1,350	1,350	-	-	-	-

59 Public Works - Building Maintenance (Continued)

Expenditure Description	Budgeted Expenditure	Portion for Indirect/Overhead		Indirect Services Expenditures	Distribution of Indirect Service/Overhead Expenditures to Function				
		Labor Distribution Factor	...or Other Allocation Factor		Building Maintenance	[Other]	[Other]	[Other]	[Other]
Communication	\$ -	100.0%	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Conferences	-	100.0%	0.0%	-	-	-	-	-	-
Credit Card Merchant Fees	-	100.0%	0.0%	-	-	-	-	-	-
Rent - Facilities	-	100.0%	0.0%	-	-	-	-	-	-
Rent - Tools & Equipment	-	100.0%	0.0%	-	-	-	-	-	-
Building Improvements	-	100.0%	0.0%	-	-	-	-	-	-
Machinery & Equipment	6,000	100.0%	0.0%	6,000	6,000	-	-	-	-
Computer Equipment	-	100.0%	0.0%	-	-	-	-	-	-
Office Machines & Furn	-	100.0%	0.0%	-	-	-	-	-	-
Administrative Services	-	100.0%	0.0%	-	-	-	-	-	-
Computer Services Charg	-	100.0%	0.0%	-	-	-	-	-	-
Equip Replace Charges	-	100.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
OTHER	-	100.0%	0.0%	-	-	-	-	-	-
Total	247,333			247,333	247,333	-	-	-	-

Notes:

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Inventory of Available Allocation Factors

Worksheet Series D

Data for All Budget Units	FTEs	City-Wide Budgeted Expenditures	Estimated IT Service Usage	Estimated Code Enforcement Time	Building Square Footage	City Attorney Planning Time	City Attorney Building Time	City Attorney DPW Engineering Time
<i>Factor Number to Reference in Worksheet E</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
11 City Council	-	\$ 29,382	5.0%	0.0%	966	0.0%	0.0%	0.0%
12 Administration	4.00	798,060	15.0%	11.0%	1,788	0.0%	0.0%	0.0%
16 City Attorney	0.50	423,000	20.0%	0.0%	-	0.0%	0.0%	0.0%
18 Finance	2.60	534,584	5.0%	0.0%	1,162	0.0%	0.0%	0.0%
20 Planning	0.50	196,257	5.0%	12.0%	650	100.0%	0.0%	0.0%
25 Building	7.00	1,017,047	5.0%	31.0%	1,200	0.0%	100%	0.0%
30 Non-Department	-	433,477	0.0%	0.0%	-	0.0%	0.0%	0.0%
40 Police	28.85	5,085,310	40.0%	9.0%	6,900	0.0%	0.0%	0.0%
50 Public Works - Engineering	3.20	212,517	2.0%	37.0%	1,100	0.0%	0.0%	100%
53 Public Works - Street Maintenance	3.60	736,857	2.0%	0.0%	1,300	0.0%	0.0%	0.0%
57 Public Works - Park Maintenance	1.40	286,148	0.5%	0.0%	-	0.0%	0.0%	0.0%
58 Public Works - Park Programs	1.40	316,571	0.5%	0.0%	9,991	0.0%	0.0%	0.0%
59 Public Works - Building Maintenance	1.30	247,333	0.0%	0.0%	-	0.0%	0.0%	0.0%
Other - Other	-	-	0.0%	0.0%	-	0.0%	0.0%	0.0%
Other - Other	-	-	0.0%	0.0%	-	0.0%	0.0%	0.0%
Total	54.35	10,316,543	100.0%	100.0%	25,057	100.0%	100.0%	100.0%

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Inventory of Available Allocation Factors

Worksheet Series D

Distribution of Data Sets Across All Budget Units	FTEs	City-Wide Budgeted Expenditures	Estimated IT Service Usage	Estimated Code Enforcement Time	Building Square Footage	City Attorney Planning Time	City Attorney Building Time	City Attorney DPW Engineering Time
<i>Factor Number to Reference in Worksheet E</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
11 City Council	0.0%	0.3%	5.0%	0.0%	3.9%	0.0%	0.0%	0.0%
12 Administration	7.4%	7.7%	15.0%	11.0%	7.1%	0.0%	0.0%	0.0%
16 City Attorney	0.9%	4.1%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%
18 Finance	4.8%	5.2%	5.0%	0.0%	4.6%	0.0%	0.0%	0.0%
20 Planning	0.9%	1.9%	5.0%	12.0%	2.6%	100.0%	0.0%	0.0%
25 Building	12.9%	9.9%	5.0%	31.0%	4.8%	0.0%	100.0%	0.0%
30 Non-Department	0.0%	4.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
40 Police	53.1%	49.3%	40.0%	9.0%	27.5%	0.0%	0.0%	0.0%
50 Public Works - Engineering	5.9%	2.1%	2.0%	37.0%	4.4%	0.0%	0.0%	100.0%
53 Public Works - Street Maintenance	6.6%	7.1%	2.0%	0.0%	5.2%	0.0%	0.0%	0.0%
57 Public Works - Park Maintenance	2.6%	2.8%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%
58 Public Works - Park Programs	2.6%	3.1%	0.5%	0.0%	39.9%	0.0%	0.0%	0.0%
59 Public Works - Building Maintenance	2.4%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other - Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other - Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Inventory of Available Allocation Factors

Worksheet Series D

Distribution of Data Sets Across Direct Services Only	% of Direct Service	FTEs	City-Wide Budgeted Expenditures	Estimated IT Service Usage	Estimated Code Enforcement Time	Building Square Footage	City Attorney Planning Time	City Attorney Building Time	City Attorney DPW Engineering Time
Factor Number to Reference in Worksheet E		1	2	3	4	5	6	7	8
11 City Council	0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
12 Administration	0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 City Attorney	0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
18 Finance	0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
20 Planning	100%	1.1%	2.5%	9.1%	13.5%	3.1%	100.0%	0.0%	0.0%
25 Building	100%	15.2%	13.0%	9.1%	34.8%	5.7%	0.0%	100.0%	0.0%
30 Non-Department	0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
40 Police	100%	62.8%	64.8%	72.7%	10.1%	32.6%	0.0%	0.0%	0.0%
50 Public Works - Engineering	100%	7.0%	2.7%	3.6%	41.6%	5.2%	0.0%	0.0%	100.0%
53 Public Works - Street Maintenance	100%	7.8%	9.4%	3.6%	0.0%	6.1%	0.0%	0.0%	0.0%
57 Public Works - Park Maintenance	100%	3.0%	3.6%	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%
58 Public Works - Park Programs	100%	3.0%	4.0%	0.9%	0.0%	47.3%	0.0%	0.0%	0.0%
59 Public Works - Building Maintenance	0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other - Other	100%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other - Other	100%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

OVERHEAD COST ALLOCATION PLAN

Summary of Allocable Overhead Expenditures and Selection of Allocation Factor

Budget Unit: Department Number and Name - Division	Indirect Service or Overhead Function	Allocable Overhead Expenditures	Selected Allocation Basis	
			No.	Factor Description
11 City Council	City Council	\$ 29,382	2	City-Wide Budgeted Expenditures
12 Administration	Administration	798,060	2	City-Wide Budgeted Expenditures
16 City Attorney	General Counsel	332,500	2	City-Wide Budgeted Expenditures
16 City Attorney	Planning Counsel	48,000	6	City Attorney Planning Time
16 City Attorney	Building Counsel	27,500	7	City Attorney Building Time
16 City Attorney	DPW Engineering Counsel	15,000	8	City Attorney DPW Engineering Time
18 Finance	Finance	534,584	2	City-Wide Budgeted Expenditures
20 Planning	--	-	0	n/a
25 Building	--	-	0	n/a
30 Non-Department	General Indirect Activities	298,648	1	FTEs
30 Non-Department	Information Technology	39,624	3	Estimated IT Service Usage
30 Non-Department	Code Enforcement	56,985	4	Estimated Code Enforcement Time
40 Police	--	-	0	n/a
50 Public Works - Engineering	--	-	0	n/a
53 Public Works - Street Maintenance	--	-	0	n/a
57 Public Works - Park Maintenance	--	-	0	n/a
58 Public Works - Park Programs	--	-	0	n/a
59 Public Works - Building Maintenance	Building Maintenance	247,333	5	Building Square Footage
Total Allocable Overhead Expenditures		2,427,616		

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
First Allocation of Overhead Expenditures

Worksheet F

The results listed in the column "Total First Allocation" are the outcomes that may be used in the Town's budget process. All other allocations on subsequent worksheets are used for full cost recovery analyses, such as fee computations for direct services.

Allocation to All Budget Units Regardless of Service Type	Allocable Indirect Services / Overhead Functions											Total First Allocation
	City Council	Administration	General Counsel	Planning Counsel	Building Counsel	DPW Engineering Counsel	Finance	General Indirect Activities	Information Technology	Code Enforcement	Building Maintenance	
	11	12	16	16	16	16	18	30	30	30	59	
11 City Council	\$ 84	\$ 2,273	\$ 947	\$ -	\$ -	\$ -	\$ 1,523	\$ -	\$ 1,981	\$ -	\$ 9,535	\$ 16,342
12 Administration	2,273	61,736	25,721	-	-	-	41,354	21,980	5,944	6,268	17,648	182,923
16 City Attorney	1,205	32,722	13,633	-	-	-	21,919	2,747	7,925	-	-	80,151
18 Finance	1,523	41,354	17,230	-	-	-	27,701	14,287	1,981	-	11,471	115,546
20 Planning	559	15,182	6,325	48,000	-	-	10,170	2,747	1,981	6,838	6,416	98,219
25 Building	2,897	78,676	32,779	-	27,500	-	52,701	38,464	1,981	17,665	11,845	264,509
30 Non-Department	1,235	33,533	13,971	-	-	-	22,462	-	-	-	-	71,200
40 Police	14,483	393,386	163,898	-	-	-	263,511	158,528	15,850	5,129	68,109	1,082,894
50 Public Works - Engineering	605	16,440	6,849	-	-	15,000	11,012	17,584	792	21,084	10,858	100,225
53 Public Works - Street Maintenance	2,099	57,001	23,749	-	-	-	38,183	19,782	792	-	12,832	154,437
57 Public Works - Park Maintenance	815	22,136	9,223	-	-	-	14,828	7,693	198	-	-	54,892
58 Public Works - Park Programs	902	24,489	10,203	-	-	-	16,404	7,693	198	-	98,619	158,508
59 Public Works - Building Maintenance	704	19,133	7,971	-	-	-	12,816	7,143	-	-	-	47,769
Other - Other	-	-	-	-	-	-	-	-	-	-	-	-
Other - Other	-	-	-	-	-	-	-	-	-	-	-	-
Total Allocable Overhead Expenditures	29,382	798,060	332,500	48,000	27,500	15,000	534,584	298,648	39,624	56,985	247,333	2,427,616

Costs Allocated to Indirect Services / Overhead Functions

to be Reallocated in Second Allocation on Worksheet G: \$ 513,932

TOWN OF ATHERTON
OVERHEAD COST ALLOCATION PLAN
Second Allocation of Overhead Expenditures

Worksheet G

Allocation of Remaining Indirect Service/Overhead Costs to Direct Services Only	Allocable Indirect Services / Overhead Functions											Total Second Allocation
	City Council	Administration	General Counsel	Planning Counsel	Building Counsel	DPW Engineering Counsel	Finance	General Indirect Activities	Information Technology	Code Enforcement	Building Maintenance	
	11	12	16	16	16	16	18	30	30	30	59	
11 City Council	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Administration	-	-	-	-	-	-	-	-	-	-	-	-
16 City Attorney	-	-	-	-	-	-	-	-	-	-	-	-
18 Finance	-	-	-	-	-	-	-	-	-	-	-	-
20 Planning	409	4,573	2,004	-	-	-	2,888	775	-	-	1,469	12,117
25 Building	2,117	23,697	10,383	-	-	-	14,969	10,847	-	-	2,711	64,725
30 Non-Department	-	-	-	-	-	-	-	-	-	-	-	-
40 Police	10,586	118,489	51,918	-	-	-	74,845	44,703	-	-	15,591	316,132
50 Public Works - Engineering	442	4,952	2,170	-	-	-	3,128	4,958	-	-	2,485	18,136
53 Public Works - Street Maintenance	1,534	17,169	7,523	-	-	-	10,845	5,578	-	-	2,937	45,586
57 Public Works - Park Maintenance	596	6,667	2,921	-	-	-	4,212	2,169	-	-	-	16,565
58 Public Works - Park Programs	659	7,376	3,232	-	-	-	4,659	2,169	-	-	22,575	40,671
59 Public Works - Building Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Other - Other	-	-	-	-	-	-	-	-	-	-	-	-
Other - Other	-	-	-	-	-	-	-	-	-	-	-	-
Total Allocable Overhead Expenditures	16,342	182,923	80,151	-	-	-	115,546	71,200	-	-	47,769	513,932

OVERHEAD COST ALLOCATION PLAN

Total Annual Allocated City-Wide Overhead to Direct Services

Total Indirect Service/Overhead Costs Allocated to Direct Services Only	Allocable Indirect Services / Overhead Functions											Total: All Allocations
	City Council	Administration	General Counsel	Planning Counsel	Building Counsel	DPW Engineering Counsel	Finance	General Indirect Activities	Information Technology	Code Enforcement	Building Maintenance	
	11	12	16	16	16	16	18	30	30	30	59	
11 City Council	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Administration	-	-	-	-	-	-	-	-	-	-	-	-
16 City Attorney	-	-	-	-	-	-	-	-	-	-	-	-
18 Finance	-	-	-	-	-	-	-	-	-	-	-	-
20 Planning	967	19,755	8,329	48,000	-	-	13,058	3,522	1,981	6,838	7,885	110,336
25 Building	5,014	102,373	43,163	-	27,500	-	67,670	49,311	1,981	17,665	14,556	329,234
30 Non-Department	-	-	-	-	-	-	-	-	-	-	-	-
40 Police	25,069	511,875	215,817	-	-	-	338,356	203,231	15,850	5,129	83,699	1,399,026
50 Public Works - Engineering	1,048	21,391	9,019	-	-	15,000	14,140	22,542	792	21,084	13,343	118,361
53 Public Works - Street Maintenance	3,632	74,170	31,272	-	-	-	49,028	25,360	792	-	15,769	200,024
57 Public Works - Park Maintenance	1,411	28,803	12,144	-	-	-	19,039	9,862	198	-	-	71,457
58 Public Works - Park Programs	1,561	31,865	13,435	-	-	-	21,063	9,862	198	-	121,194	199,179
59 Public Works - Building Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Other - Other	-	-	-	-	-	-	-	-	-	-	-	-
Other - Other	-	-	-	-	-	-	-	-	-	-	-	-
Total Allocable Overhead Expenditures	38,702	790,233	333,178	48,000	27,500	15,000	522,355	323,691	21,793	50,717	256,448	2,427,616

EXHIBIT E-1

Fully-Burdened Composite Hourly Rates Administration Department

TOWN OF ATHERTON
User Fee Study
Direct Labor Cost Detail

Department/Division	Name	Position	Salary	Benefits	Prof Svcs Cost	FTE	Annual Hours	Vac	Hol	Sick	Admin Leave	Productive Hours	Fully-Loaded Labor Rate
Administration Department: Administration Administration Administration Administration Divisional Composite													
		CITY MANAGER											
		ASSISTANT CITY MANAGER											
		OFFICE ASSISTANT											
		EXECUTIVE ASSISTANT/DEPUTY CITY CLERK											
Administration - Departmental Composite:			429,788.42	153,090.10		4.00	8,320	640	352	384	80	6,864	\$84.92

TOWN OF ATHERTON
 ADMINISTRATION DEPARTMENT
 User Fee Study
 Derivation of the Fully-Burdened Hourly Rate

LABOR EXPENDITURES AND STATISTICS (1)

Expenditure or Statistic	Administration
FTE	4.00
Salary	\$ 429,788
Benefits	153,090
Total Labor Costs	\$ 582,879
Productive Hours	6,864
Labor Cost per Productive Hour	\$ 84.92

TOWN OF ATHERTON
ADMINISTRATION DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

NON-LABOR EXPENDITURES (2)

Operating Expenditures	2009-10 Projected Budget	Adopted Budget Amendments	Adjustments (3)	Administration
<i>Administration</i>				
Recruitment Costs	\$ 1,000	\$ -	\$ -	\$ 1,000
3104 Labor Relation Services	14,000	-	(14,000)	-
3111 Repair Machinery and Equip	4,800	-	-	4,800
3122 Facility Repair	-	-	-	-
3150 Advertising - Noticing	2,500	-	-	2,500
3151 Training and Workshops	5,668	-	-	5,668
3165 Other Contract Services	-	-	-	-
3169 Disaster Preparedness	-	-	-	-
3170 Human Resource Services	-	-	-	-
3201 Office Supplies	3,000	-	-	3,000
3202 Subscriptions	800	-	-	800
3302 Membership/Dues	15,280	-	-	15,280
External Printing Services	12,000	-	-	12,000
3303 Postage	1,000	-	-	1,000
3304 Utilities - Electricity	6,000	-	-	6,000
Utilities - Gas	650	-	-	650
Utilities - Water	485	-	-	485
3305 Utilities - Telephone	600	-	-	600
3306 Conferences	2,000	-	-	2,000
Business Meetings and Meals	1,230	-	-	1,230
3350 Special Events and Awards	1,800	-	(1,800)	-
3351 Election Expense	-	-	-	-
3513 Computer Equipment	3,000	-	-	3,000
3514 Office Equip and Furn	500	-	-	500
3910 Administrative Services	-	-	-	-
3920 Computer Services	-	-	-	-
Supplemental GASB 45 Funding	55,916	-	-	55,916
Subtotal Non-Labor Expenditures	\$ 132,229	\$ -	\$ (15,800)	\$ 116,429
Total Non-Labor Operating Expenditures	\$ 132,229	\$ -	\$ (15,800)	\$ 116,429

TOWN OF ATHERTON
ADMINISTRATION DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

Amortization for Periodic Expenditures	Periodic Cost	Amortization Period (Years)	Adjustments	Net Departmental Expenditures to be Considered
Example - Vehicles	\$ -	5	\$ -	\$ -
Total Non-Labor Periodic Expenditures	\$ -	n/a	\$ -	\$ -

Operating and Periodic Expenditures	Net Departmental Operating Expenditures to be Considered	Net Departmental Amortized Periodic Expenditures to be Considered	Net Departmental Expenditures to be Considered
Total Non-Labor Expenditures	\$ 116,429	\$ -	\$ 116,429

TOWN OF ATHERTON
ADMINISTRATION DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

TOWNWIDE OVERHEAD COSTS

Allocated Indirect/Support Services	2009-10 Projected Budget	Adopted Amendments	Adjustments	Net Departmental Expenditures to be Considered
City Council	\$ 2,273	\$ -	\$ -	\$ 2,273
Administration	61,736	-	-	61,736
General Counsel	25,721	-	-	25,721
Finance	41,354	-	-	41,354
General Indirect Activities	21,980	-	-	21,980
Information Technology	5,944	-	-	5,944
Code Enforcement	6,268	-	-	6,268
Building Maintenance	17,648	-	-	17,648
Total Townwide Overhead	\$ 182,924	\$ -	\$ -	\$ 182,924

TOWN OF ATHERTON
ADMINISTRATION DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

FULLY-BURDENED HOURLY RATE FOR THE DEPARTMENT

Cost Layer	2009-10 Projected Budget	
	Expenditure	Hourly Rate
Labor Costs	\$ 582,879	\$ 84.92
Departmental Non-Labor Costs	116,429	\$ 16.96
Townwide Overhead	182,924	\$ 26.65
Total Department	\$ 882,232	\$ 128.53
Rate Basis: Productive Hours		6,864

- (1) Labor Expenses and Statistics information based on salary and benefits information provided by Town Finance Department.
(2) Non-Labor Expenditures information based on Fiscal Year 2009-10 Projected Budget.
(3) Represents items not recoverable via user fees.

EXHIBIT E-2

Fully-Burdened Composite Hourly Rates Finance Department

TOWN OF ATHERTON
User Fee Study
Direct Labor Cost Detail

Department/Division	Name	Position	Salary	Benefits	Prof Svcs Cost	FTE	Annual Hours	Vac	Hol	Sick	Admin Leave	Productive Hours	Fully- Loaded Labor Rate
Finance Department: Finance Finance Divisional Composite Finance - Departmental Composite:													
		FINANCE ASSISTANT											
		FINANCE DIRECTOR											
			195,771.16	78,511.83		1.60	3,328	256	176	154	40	2,702	\$101.50

TOWN OF ATHERTON
 FINANCE DEPARTMENT
 User Fee Study
 Derivation of the Fully-Burdened Hourly Rate

LABOR EXPENDITURES AND STATISTICS (1)

Expenditure or Statistic	Finance
FTE	1.60
Salary	\$ 195,771
Benefits	78,512
Total Labor Costs	\$ 274,283
Productive Hours	2,702
Labor Cost per Productive Hour	\$ 101.50

TOWN OF ATHERTON
FINANCE DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

NON-LABOR EXPENDITURES (2)

Operating Expenditures	2009-10 Projected Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered
Finance Department				
3101 Audit & Financial	\$ 42,057	\$ -	\$ (42,057)	\$ -
Technical Services	24,584	-	(24,584)	-
3111 Repair Machinery & Equip	1,000	-	-	1,000
External Printing Service	3,000	-	-	3,000
3151 Training and Workshops	5,084	-	-	5,084
3165 Other Contract Services	14,480	-	(14,480)	-
3201 Office Supplies	3,000	-	-	3,000
3202 Subscriptions	750	-	-	750
3231 Misc. Computer Parts	500	-	-	500
3302 Memberships & Dues	1,205	-	-	1,205
3303 Postage	-	-	-	-
3305 Utilities - Telephone	-	-	-	-
3306 Conferences	1,300	-	-	1,300
3307 Mileage Reimbursement	600	-	-	600
3315 Banking Services	10,500	-	(10,500)	-
3513 Computer Equipment	3,000	-	-	3,000
Computer Software	-	-	-	-
3514 Office Machines & Furniture	-	-	-	-
3910 Administrative Services	-	-	-	-
3920 Trsfr to Computer Services Fd	-	-	-	-
3930 Trsfr to Equip Replace Fund	10,000	-	-	10,000
Supplemental GASB 45 Funding	28,396	-	-	28,396
Subtotal Non-Labor Expenditures	\$ 149,456	\$ -	\$ (91,621)	\$ 57,835

TOWN OF ATHERTON
FINANCE DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

Operating Expenditures	2009-10 Projected Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered
Total Non-Labor Operating Expenditures	\$ 149,456	\$ -	\$ (91,621)	\$ 57,835

Amortization for Periodic Expenditures	Periodic Cost	Amortization Period (Years)	Adjustments	Net Departmental Expenditures to be Considered
Example - Vehicles	\$ -	5	\$ -	\$ -
Total Non-Labor Periodic Expenditures	\$ -	n/a	\$ -	\$ -

Operating and Periodic Expenditures	Net Departmental Operating Expenditures to be Considered	Net Departmental Amortized Periodic Expenditures to be Considered	Net Departmental Expenditures to be Considered
Total Non-Labor Expenditures	\$ 57,835	\$ -	\$ 57,835

TOWN OF ATHERTON
FINANCE DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

TOWNWIDE OVERHEAD COSTS

Allocated Indirect/Support Services	2009-10 Projected Budget	Adopted Amendments	Adjustments	Net Departmental Expenditures to be Considered
City Council	\$ 1,523	\$ -	\$ -	\$ 1,523
Administration	41,354	-	-	41,354
General Counsel	17,230	-	-	17,230
Finance	27,701	-	-	27,701
General Indirect Activities	14,287	-	-	14,287
Information Technology	1,981	-	-	1,981
Building Maintenance	11,471	-	-	11,471
Total Townwide Overhead	\$ 115,547	\$ -	\$ -	\$ 115,547

**TOWN OF ATHERTON
FINANCE DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate**

FULLY-BURDENED HOURLY RATE FOR THE DEPARTMENT

Cost Layer	2009-10 Projected Budget	
	Expenditure	Hourly Rate
Labor Costs	\$ 274,283	\$ 101.50
Departmental Non-Labor Costs	57,835	\$ 21.40
Townwide Overhead	115,547	\$ 42.76
Total Department	\$ 447,665	\$ 165.65
Rate Basis: Productive Hours		2,702

- (1) Labor Expenses and Statistics information based on salary and benefits information provided by Town Finance Department.
 (2) Non-Labor Expenditures information based on Fiscal Year 2009-10 Projected Budget.
 (3) Represents items not recoverable in fees.

EXHIBIT E-3

Fully-Burdened Composite Hourly Rates Building Department

TOWN OF ATHERTON
User Fee Study
Direct Labor Cost Detail

Department/Division	Name	Position	Salary	Benefits	Prof Svcs Cost	FTE	Annual Hours	Vac	Hol	Sick	Admin Leave	Productive Hours	Fully- Loaded Labor Rate
Building Department:													
Department Administration													
Divisional Composite													
Building		BUILDING INSPECTOR/PLAN CHECKER											
Building		SENIOR BUILDING INSPECTOR											
Building		BUILDING INSPECTOR/PLAN CHECKER											
Building		PERMIT TECHNICIAN											
Building		OFFICE SPECIALIST											
Divisional Composite													
Building - Arbor													
Divisional Composite													
Planning													
Divisional Composite													
Building - Departmental Composite:			580,808.28	271,870.82	177,077	8.00	16,640	1,152	688	768	40	13,848	\$74.36

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Functional Labor Time Allocation (1)

Division	Department Administration	
Position	Building Official	Divisional
		Subtotal
Calculation of Productive Hours:		
Annual Hours - Standard	2,080	2,080
Annual Hours - Paid Overtime	0	0
Annual Leave	336	336
Productive Hours (Total Annual Hours - Net of Leave)	1,744	1,744
Allocation of Work Hours to Indirect Activities and Services:		
General Administration and Management	972	972
General Town Activities and Training	30	30
Certification and Training	30	30
Long-Range Planning	32	32
Code & Policy Development	32	32
Code Enforcement and Compliance	324	324
Public Information and Assistance	324	324
Other	0	0
Total Work Hours Spent on Indirect Activities and Services	1,744	1,744
Work Hours for Direct Activities and Services	0	0

Division	Department Administration	
Position	Building Official	Divisional
		Subtotal
Calculation of Labor Cost per Productive Hour:		
Salary		
Benefits		
Professional Service Cost		
Estimated Paid Overtime		
Total Labor Cost		
Cost per Productive Hour		

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Functional Labor Time Allocation (1)

Division	Department Administration	
Position	Building Official	Divisional
		Subtotal
Distribution of Productive Time:		
General Administration and Management	56%	56%
General Town Activities and Training	2%	2%
Certification and Training	2%	2%
Long-Range Planning	2%	2%
Code & Policy Development	2%	2%
Code Enforcement and Compliance	19%	19%
Public Information and Assistance	19%	19%
Other	0%	0%
Direct Activities and Services	0%	0%

(1) Functional labor time information based on responses to questionnaires completed by individual staff members. Questionnaires asked each staff member to identify percentage of time spent on various activities in a normal year.

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Functional Labor Time Allocation (1)

Division	Building							All
Position	Building Inspector / Plan Checker	Senior Building Inspector / Plan Review	Building Inspector / Plan Checker	Permit Technician	Office Specialist	Town Arborist	Divisional Subtotal	Departmental Total
Calculation of Productive Hours:								
Annual Hours - Standard	2,080	2,080	2,080	2,080	2,080	2,080	12,480	14,560
Annual Hours - Paid Overtime	0	0	0	0	0	100	100	100
Annual Leave	200	296	192	176	264	328	1,456	1,792
Productive Hours (Total Annual Hours - Net of Leave)	1,880	1,784	1,888	1,904	1,816	1,852	11,124	12,868
Allocation of Work Hours to Indirect Activities and Services:								
General Administration and Management	64	350	40	230	625	260	1,569	2,541
General Town Activities and Training	12	10	40	18	10	60	150	180
Certification and Training	144	200	24	46	0	40	454	484
Long-Range Planning	0	5	0	0	0	96	101	133
Code & Policy Development	12	250	120	0	0	88	470	502
Code Enforcement and Compliance	104	5	20	23	0	40	192	516
Public Information and Assistance	120	400	40	633	625	260	2,078	2,402
Other	0	0	0	0	0	0	0	0
Total Work Hours Spent on Indirect Activities and Services	456	1,220	284	950	1,260	844	5,014	6,758
Work Hours for Direct Activities and Services	1,424	564	1,604	954	556	1,008	6,110	6,110

Division	Building							All
Position	Building Inspector / Plan Checker	Senior Building Inspector / Plan Review	Building Inspector / Plan Checker	Permit Technician	Office Specialist	Town Arborist	Divisional Subtotal	Departmental Total
Calculation of Labor Cost per Productive Hour:								
Salary								\$ 580,808
Benefits								\$ 271,871
Professional Service Cost								\$ -
Estimated Paid Overtime								\$ 7,836
Total Labor Cost								\$ 860,515
Cost per Productive Hour								\$ 66.87

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Functional Labor Time Allocation (1)

Division	Building						All	
Position	Building Inspector / Plan Checker	Senior Building Inspector / Plan Review	Building Inspector / Plan Checker	Permit Technician	Office Specialist	Town Arborist	Divisional Subtotal	Departmental Total
Distribution of Productive Time:								
General Administration and Management	3%	20%	2%	12%	34%	14%	13%	29%
General Town Activities and Training	1%	1%	2%	1%	1%	3%	1%	2%
Certification and Training	8%	11%	1%	2%	0%	2%	4%	3%
Long-Range Planning	0%	0%	0%	0%	0%	5%	1%	1%
Code & Policy Development	1%	14%	6%	0%	0%	5%	5%	4%
Code Enforcement and Compliance	6%	0%	1%	1%	0%	2%	2%	8%
Public Information and Assistance	6%	22%	2%	33%	34%	14%	17%	18%
Other	0%	0%	0%	0%	0%	0%	0%	0%
Direct Activities and Services	76%	32%	85%	50%	31%	54%	56%	36%

(1) Functional labor time information based on responses to questionnaires completed by individual staff members. Questionnaires asked each staff member to identify percentage of time spent on various activities in a normal year.

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

LABOR EXPENSES AND STATISTICS (1)

Description	Building Department	Department Administration	Building	Planning
FTE	8.00	1.00	6.00	1.00
Salary	\$ 580,808	\$ 129,101	\$ 451,708	\$ -
Benefits	271,871	60,878	210,993	-
Overtime	7,836	-	7,836	-
Professional Services	177,077	-	-	177,077
Total Labor Costs	\$ 1,037,592	\$ 189,978	\$ 670,537	\$ 177,077
Productive Hours	14,604	1,744	11,124	
Labor Cost per Productive Hour	\$ 71.05	\$ 108.93	\$ 60.28	

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

NON-LABOR EXPENSES (2)

Operating Expenditures	2009-10 Projected Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment or Allocation of Departmental Expenses to Functional Division			
					Department Administration	Building	Planning	General Departmental Expenditures
Building Department								
Technical Service	\$ 8,000	\$ -	\$ -	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ -
3102 City Attorney Retainer	-	-	-	-	-	-	-	-
3108 Contract Planner	-	-	-	-	-	-	-	-
3109 Plan Reviewer	-	-	-	-	-	-	-	-
3110 Vehicle Repair & Maint	600	-	-	600	-	600	-	-
3111 Equip Repair & Maint	2,000	-	-	2,000	-	2,000	-	-
3124 Custodial Services	-	-	-	-	-	-	-	-
3150 Advertising/Publishing	-	-	-	-	-	-	-	-
6151 Training & Workshop	5,640	-	-	5,640	-	5,640	-	-
3162 Plan Review	-	-	-	-	-	-	-	-
3163 Code Enforcement	-	-	-	-	-	-	-	-
3165 Other Contract Services	-	-	-	-	-	-	-	-
3166 Environment Programs	-	-	-	-	-	-	-	-
3167 Building Inspection	-	-	-	-	-	-	-	-
3171 Environ Report Service	-	-	-	-	-	-	-	-
3201 Office Supplies	6,000	-	-	6,000	-	6,000	-	-
3202 Subscriptions	905	-	-	905	-	905	-	-
3203 Microfilms	7,500	-	-	7,500	-	7,500	-	-
3210 Safety Supplies & Matls	5,785	-	-	5,785	-	5,785	-	-
3230 Computer Software	-	-	-	-	-	-	-	-
3252 Oil & Gasoline	600	-	-	600	-	600	-	-
3260 Recycling	-	-	-	-	-	-	-	-
3302 Memberships & Dues	2,145	-	-	2,145	-	2,145	-	-
3304 Utilities - Electricity	1,380	-	-	1,380	-	1,380	-	-
Utilities - Gas	900	-	-	900	-	900	-	-
Utilities - Water	300	-	-	300	-	300	-	-
3305 Communication	1,650	-	-	1,650	-	1,650	-	-
3306 Conferences	2,000	-	-	2,000	-	2,000	-	-
3513 Computer Equipment	2,500	-	-	2,500	-	2,500	-	-
3514 Office Equip & Furniture	2,000	-	-	2,000	-	2,000	-	-
3910 Administrative Services	-	-	-	-	-	-	-	-
3920 Trsfr to Computer Service	-	-	-	-	-	-	-	-
3930 Trsfr to Equip Replace Fd	10,000	-	-	10,000	-	10,000	-	-
Supplemental GASB 45 Funding	69,681	-	-	69,681	-	69,681	-	-
Subtotal Non-Labor Expenses	\$ 129,586	\$ -	\$ -	\$ 129,586	\$ -	\$ 129,586	\$ -	\$ -

TOWN OF ATHERTON
BUILDING DEPARTMENT
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Derivation of the Fully-Burdened Hourly Rate

NON-LABOR EXPENSES (2) (CONT.)

					Direct Assignment or Allocation of Departmental Expenses to Functional Division			
Operating Expenditures	2009-10 Projected Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Department Administration	Building	Planning	General Departmental Expenditures
Planning Department								
101-20-3108 Contract Planner	\$ 177,077	\$ -	\$ (177,077)	\$ -	\$ -	\$ -	\$ -	\$ -
3114 Zoning Code Update	-	-	-	-	-	-	-	-
3115 General Plan Update	4,900	-	(4,900)	-	-	-	-	-
3116 Housing Element	7,350	-	(7,350)	-	-	-	-	-
3117 Historical Artifacts	-	-	-	-	-	-	-	-
3150 Advertising/Noticing	2,000	-	-	2,000	-	-	2,000	-
3162 Plan Review	-	-	-	-	-	-	-	-
3165 Other Contract Services	-	-	-	-	-	-	-	-
Printing - External Service	2,500	-	-	2,500	-	-	2,500	-
3201 Office Supplies	2,000	-	-	2,000	-	-	2,000	-
3303 Postage	-	-	-	-	-	-	-	-
Utilities - Electricity	230	-	-	230	-	-	230	-
Utilities - Gas	150	-	-	150	-	-	150	-
Utilities - Water	50	-	-	50	-	-	50	-
3501 Office Equip & Furn	-	-	-	-	-	-	-	-
Subtotal Non-Labor Expenses	\$ 196,257	\$ -	\$ (189,327)	\$ 6,930	\$ -	\$ -	\$ 6,930	\$ -

					Direct Assignment or Allocation of Departmental Expenses to Functional Division			
Operating Expenditures	2009-10 Projected Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Department Administration	Building	Planning	General Departmental Expenditures
Total Non-Labor Operating Expenses	\$ 325,843	\$ -	\$ (189,327)	\$ 136,516	\$ -	\$ 129,586	\$ 6,930	\$ -

					Direct Assignment or Allocation of Departmental Expenses to Functional Division			
Amortization for Periodic Expenditures	Periodic Cost	Amortization Period (Years)	Adjustments (3)	Net Departmental Expenditures to be Considered	Department Administration	Building	Planning	General Departmental Expenditures
CRW Permit Tracking System	\$ 175,000	5	\$ -	35,000	\$ -	\$ -	\$ -	35,000
Total Non-Labor Periodic Expenses	\$ 175,000	n/a	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ 35,000

				Direct Assignment or Allocation of Department Expenses to Functional Division			
Operating and Periodic Expenditures	Operating Expenditures to be Considered	Periodic Expenditures to be Considered	Net Departmental Expenditures to be Considered	Department Administration	Building	Planning	General Departmental Expenditures
Total Non-Labor Expenses	\$ 136,516	\$ 35,000	\$ 171,516	\$ -	\$ 129,586	\$ 6,930	\$ 35,000

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

TOWNWIDE OVERHEAD COSTS

Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments (3)	Net Departmental Costs to be Considered	Direct Assignment or Allocation of Department Expenses to Functional Division			General Departmental Expenditures
					Department Administration	Building	Planning	
<i>Building</i>								
City Council	\$ 5,014	\$ -	\$ -	\$ 5,014	\$ -	\$ 5,014	\$ -	\$ -
Administration	102,373	-	-	102,373	-	102,373	-	-
General Counsel	43,163	-	-	43,163	-	43,163	-	-
Building Counsel	27,500	-	-	27,500	-	27,500	-	-
Finance	67,670	-	-	67,670	-	67,670	-	-
General Indirect Activities	49,311	-	-	49,311	-	49,311	-	-
Information Technology	1,981	-	-	1,981	-	1,981	-	-
Code Enforcement	17,665	-	-	17,665	-	17,665	-	-
Building Maintenance	14,556	-	-	14,556	-	14,556	-	-
Total Overhead Cost	\$ 329,234	\$ -	\$ -	\$ 329,234	\$ -	\$ 329,234	\$ -	\$ -
Allocation Basis: Budget Name								

Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments (3)	Net Departmental Costs to be Considered	Direct Assignment or Allocation of Department Expenses to Functional Division			General Departmental Expenditures
					Department Administration	Building	Planning	
<i>Planning</i>								
City Council	\$ 967	\$ -	\$ -	\$ 967	\$ -	\$ -	\$ 967	\$ -
Administration	19,755	-	-	19,755	-	-	19,755	-
General Counsel	8,329	-	-	8,329	-	-	8,329	-
Planning Counsel	48,000	-	-	48,000	-	-	48,000	-
Finance	13,058	-	-	13,058	-	-	13,058	-
General Indirect Activities	3,522	-	-	3,522	-	-	3,522	-
Information Technology	1,981	-	-	1,981	-	-	1,981	-
Code Enforcement	6,838	-	-	6,838	-	-	6,838	-
Building Maintenance	7,885	-	-	7,885	-	-	7,885	-
Total Overhead Cost	\$ 110,335	\$ -	\$ -	\$ 110,335	\$ -	\$ -	\$ 110,335	\$ -
Allocation Basis: Budget Name								

TOWN OF ATHERTON
BUILDING DEPARTMENT
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Derivation of the Fully-Burdened Hourly Rate

TOWNWIDE OVERHEAD COSTS (CONT.)

Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments (3)	Net Departmental Costs to be Considered	Direct Assignment or Allocation of Department Expenses to Functional Division			General Departmental Expenditures
					Department Administration	Building	Planning	
Total Townwide Overhead Costs	\$ 439,569	\$ -	\$ -	\$ 439,569	\$ -	\$ 329,234	\$ 110,335	\$ -
Total Overhead Cost	\$ 439,569	\$ -	\$ -	\$ 439,569	\$ -	\$ 329,234	\$ 110,335	\$ -

**TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate**

ALLOCATION OF NON-LABOR EXPENSES TO FUNCTIONAL DIVISIONS OF THE DEPARTMENT

		Direct Assignment or Allocation of Department Expenses to Functional Division		
Departmental Expenditures	Expenses to Be Allocated	Department Administration	Building	Planning
Operating Expenses	\$ -	\$ -	\$ -	\$ -
Periodic Expenses	35,000	4,375	26,250	4,375
Total Departmental Expenses	\$ 35,000	\$ 4,375	\$ 26,250	\$ 4,375
Allocation Basis: Total FTEs		1.00	6.00	1.00

		Direct Assignment or Allocation of Department Expenses to Functional Division		
Divisional Expenditures	Expenses to Be Allocated	Department Administration	Building	Planning
Operating Expenses	\$ 136,516	\$ -	\$ 129,586	\$ 6,930
Periodic Expenses	-	-	-	-
Total Divisional Expenses	\$ 136,516	\$ -	\$ 129,586	\$ 6,930
Allocation Basis: Budget Name				

		Direct Assignment or Allocation of Department Expenses to Functional Division		
Allocated Non-Labor Expenditures	Total Non-Labor Expenses to be Allocated	Department Administration	Building	Planning
Total Non-Labor Expense Allocation	\$ 171,516	\$ 4,375	\$ 155,836	\$ 11,305

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

ALLOCATION OF TOWNWIDE OVERHEAD COSTS TO FUNCTIONAL DIVISIONS OF THE DEPARTMENT

		Direct Assignment or Allocation of Department Expenses to Functional Division		
Departmental Expenditures	Expenses to Be Allocated	Department Administration	Building	Planning
Total Overhead Cost	\$ -	\$ -	\$ -	\$ -
Total Departmental Overhead Costs	\$ -	\$ -	\$ -	\$ -
Allocation Basis: Total FTEs		1.00	6.00	1.00

		Direct Assignment or Allocation of Department Expenses to Functional Division		
Divisional Expenditures	Expenses to Be Allocated	Department Administration	Building	Planning
Total Overhead Cost	\$ 439,569	\$ -	\$ 329,234	\$ 110,335
Total Divisional Overhead Costs	\$ 439,569	\$ -	\$ 329,234	\$ 110,335
Allocation Basis: Budget Name				

		Direct Assignment or Allocation of Department Expenses to Functional Division		
Total Overhead Cost Allocation	Total Townwide Overhead Costs to be Allocated	Department Administration	Building	Planning
Total Overhead Cost Allocation	\$ 439,569	\$ -	\$ 329,234	\$ 110,335

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

ALLOCATION OF DEPARTMENT ADMINISTRATION COSTS TO OTHER FUNCTIONAL DIVISIONS OF THE DEPARTMENT

Cost Layer	Department Administration	Direct Assignment or Allocation of Department Expenses to Functional Division	
		Building	Planning
Labor Costs	\$ 189,978	\$ 180,479	\$ 9,499
Non-Labor Costs	4,375	4,156	219
Townwide Overhead	-	-	-
Total	\$ 194,353	\$ 184,636	\$ 9,718
Allocation Basis: Department Feedback		95%	5%

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

ALLOCATION OF COSTS BY SERVICE CATEGORY AND CALCULATION OF THE FULLY BURDENED HOURLY RATE

Building	Allocation Percentage	Labor Costs	Non-Labor Costs	Department Admin	Townwide Overhead	Division Subtotal	Percent Recoverable in Fees	Amount Recoverable in Fees	Fully-Burdened Hourly Rate
General Administration and Management	13%	\$ 89,258	\$ 20,744	\$ 24,578	\$ 43,826	\$ 178,405	95%	\$ 169,913	\$ 27.81
General Town Activities and Training	1%	9,347	2,172	2,574	4,589	18,683	0%	-	-
Certification and Training	4%	29,295	6,808	8,067	14,384	58,554	100%	58,554	9.58
Long-Range Planning	1%	6,383	1,483	1,758	3,134	12,758	0%	-	-
Code & Policy Development	5%	31,786	7,387	8,752	15,607	63,532	100%	63,532	10.40
Code Enforcement and Compliance	2%	11,939	2,775	3,287	5,862	23,863	0%	-	-
Public Information and Assistance	17%	115,828	26,919	31,894	56,871	231,512	100%	231,512	37.89
Other	0%	-	-	-	-	-	0%	-	-
Direct Activities and Services	56%	376,702	87,547	103,727	184,961	752,936	100%	752,936	123.23
Total	100%	\$ 670,537	\$ 155,836	\$ 184,636	\$ 329,234	\$ 1,340,242	n/a	\$ 1,276,447	\$ 208.91
Allocation Basis for the Fully-Burdened Hourly Rate: Productive Hours									6,110

ALLOCATION OF COSTS BY SERVICE CATEGORY AND CALCULATION OF THE FULLY BURDENED HOURLY RATE ASSUMING TARGETED LEVEL OF COST RECOVERY

Building	Allocation Percentage	Labor Costs	Non-Labor Costs	Department Admin	Townwide Overhead	Division Subtotal	Targeted Percent Recoverable in Fees	Targeted Amount Recoverable in Fees	Targeted Fully-Burdened Hourly Rate
General Administration and Management	13%	\$ 89,258	\$ 20,744	\$ 24,578	\$ 43,826	\$ 178,405	75%	\$ 134,363	\$ 21.99
General Town Activities and Training	1%	9,347	2,172	2,574	4,589	18,683	0%	-	-
Certification and Training	4%	29,295	6,808	8,067	14,384	58,554	100%	58,554	9.58
Long-Range Planning	1%	6,383	1,483	1,758	3,134	12,758	0%	-	-
Code & Policy Development	5%	31,786	7,387	8,752	15,607	63,532	100%	63,532	10.40
Code Enforcement and Compliance	2%	11,939	2,775	3,287	5,862	23,863	0%	-	-
Public Information and Assistance	17%	115,828	26,919	31,894	56,871	231,512	0%	-	-
Other	0%	-	-	-	-	-	0%	-	-
Direct Activities and Services	56%	376,702	87,547	103,727	184,961	752,936	100%	752,936	123.23
Total	100%	\$ 670,537	\$ 155,836	\$ 184,636	\$ 329,234	\$ 1,340,242	n/a	\$ 1,009,385	\$ 165.20
Allocation Basis for the Fully-Burdened Hourly Rate: Productive Hours									6,110

- (1) Labor Expenses and Statistics information based on salary and benefits information provided by Town Finance Department.
(2) Non-Labor Expenditures information based on anticipated Fiscal Year 2009/10 budget.
(3) Represents items not allocable to building fees.

EXHIBIT E-4

Fully-Burdened Composite Hourly Rates Planning Department

TOWN OF ATHERTON
PLANNING DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

Consultant Rates Billed to Town	
Town Planner	\$ 151
Deputy Town Planner	103
Assistant Planner	60
Senior Planner	93
Admin	45

Hours Per Year	Total Hours	Direct	Indirect
Town Planner	192	154	38
Deputy Town Planner	960	384	576
Assistant Planner	804	563	241
Total:	1,956	1,100	856

Non-Labor Expenses	Cost	Rate	% Recoverable in Fees
Total Non-Labor Costs	\$ 11,305	\$ 10	100%
Total Overhead Costs	62,335	57	100%
Indirect Planning Costs	79,291	-	0%
Indirect Support from Building Dept	9,718	9	100%

Fully Burdened Hourly Rates by Position

	Town Planner	Deputy Town Planner	Assistant Planner	Senior Planner	Admin
Cost Billed By Consultant to Town	\$ 151	\$ 103	\$ 60	\$ 93	\$ 45
Non-Labor Hourly Rate	10	10	10	10	10
Overhead Hourly Rate	57	57	57	57	57
Indirect Planning Costs	-	-	-	-	-
Indirect Support from Building Dept	9	9	9	9	9
Fully Burdened Hourly Rate	\$ 226	\$ 178	\$ 136	\$ 169	\$ 120
Allocation Basis: % of Total Direct Hours	14%	35%	51%		
Composite Hourly Rate for Fee Setting	\$ 163.22				

EXHIBIT E-5

Fully-Burdened Composite Hourly Rates Public Works Department

TOWN OF ATHERTON
User Fee Study
Direct Labor Cost Detail

Department/Division	Name	Position	Salary	Benefits	Prof Svcs Cost	FTE	Annual Hours	Vac	Hol	Sick	Admin Leave	Productive Hours	Fully-Loaded Labor Rate
Public Works Department:													
Department Administration		PUBLIC WORKS DIRECTOR											
Public Works/Engineering		DEPARTMENTAL OFFICE SPECIALIST											
Divisional Composite													
Public Works/Engineering		PUBLIC WORKS SUPERVISOR											
Public Works/Engineering		ASSISTANT ENGINEER											
Divisional Composite													
Street Maintenance													
Street Maintenance													
Street Maintenance													
Street Maintenance													
Divisional Composite		PUBLIC WORKS SUPERINTENDANT											
Parks/Maintenance		PARKS SUPERVISOR											
Divisional Composite													
Parks Programs													
Parks Programs													
Divisional Composite		PARK PROGRAM MANAGER											
Building Maintenance													
Divisional Composite													
			-	-		-	-	-	-	-		-	-
Public Works - Departmental Composite:			908,188.32	396,931.34		11.00	22,880	1,760	968	1,056	80	19,016	\$68.63

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

LABOR EXPENDITURES AND STATISTICS (1)

Expenditure or Statistic	Public Works Department	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance
FTE	11.00	2.00	2.00	1.00	4.00	2.00	0.00
Salary	\$ 908,188	\$ 221,101	\$ 165,231	\$ 75,201	\$ 298,874	\$ 147,781	\$ -
Benefits	396,931	80,045	58,623	28,572	156,500	73,192	-
Total Labor Costs	\$ 1,305,120	\$ 301,146	\$ 223,854	\$ 103,774	\$ 455,374	\$ 220,973	\$ -
Productive Hours	19,016	3,432	3,472	1,736	6,944	3,432	0
Labor Cost per Productive Hour	\$ 68.63	\$ 87.75	\$ 64.47	\$ 59.78	\$ 65.58	\$ 64.39	

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

NON-LABOR EXPENDITURES (2)

Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment to Functional Division (4)						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Engineering 50											
3107 Contract Engineering	\$ 3,000	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -
3109 Contract Plan Reviewer	-	-	-	-	-	-	-	-	-	-	-
3110 Vehicle Repair & Maint	400	-	-	400	-	400	-	-	-	-	-
3111 Equipment Repair & Maint	100	-	-	100	-	100	-	-	-	-	-
3120 Building Security	-	-	-	-	-	-	-	-	-	-	-
3122 Facility Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3123 Catering Services	-	-	-	-	-	-	-	-	-	-	-
3124 Custodial Services	-	-	-	-	-	-	-	-	-	-	-
3125 HVAC Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3126 Electrical Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3127 Roof Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3130 Tree Maintenance	-	-	-	-	-	-	-	-	-	-	-
3131 Pesticides & Fertilizer	-	-	-	-	-	-	-	-	-	-	-
3132 Street Sweeping	-	-	-	-	-	-	-	-	-	-	-
3134 Contract Lndscp Maint.	-	-	-	-	-	-	-	-	-	-	-
3136 Traffic Signal Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3137 Street Light Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3150 Advertising/Publishing	5,000	-	-	5,000	-	5,000	-	-	-	-	-
3151 Training & Workshops	2,000	-	-	2,000	-	2,000	-	-	-	-	-
3161 Inspection & Testing	-	-	-	-	-	-	-	-	-	-	-
3165 Other Contract Services	2,000	-	-	2,000	-	2,000	-	-	-	-	-
3169 Disaster Preparedness	-	-	-	-	-	-	-	-	-	-	-
3173 Technical Services	6,000	-	-	6,000	-	6,000	-	-	-	-	-
3201 Office Supplies	3,000	-	-	3,000	-	3,000	-	-	-	-	-
3210 Safety Supplies & Matls	1,000	-	-	1,000	-	1,000	-	-	-	-	-
3230 Computer Software	6,000	-	-	6,000	-	6,000	-	-	-	-	-
3231 Computer Supplies	500	-	-	500	-	500	-	-	-	-	-
3240 Custodial Supplies	-	-	-	-	-	-	-	-	-	-	-
3242 Landscape Supplies	-	-	-	-	-	-	-	-	-	-	-
3244 Construction Matls	-	-	-	-	-	-	-	-	-	-	-
3251 Minor Tools & Equip	250	-	-	250	-	250	-	-	-	-	-
3252 Gas & Oil	750	-	-	750	-	750	-	-	-	-	-
3260 Other Supplies & Matls	-	-	-	-	-	-	-	-	-	-	-
3302 Membership/Dues	6,366	-	-	6,366	-	6,366	-	-	-	-	-
3303 Postage	200	-	-	200	-	200	-	-	-	-	-
3304 Utilities - Electricity	690	-	-	690	-	690	-	-	-	-	-
Utilities - Gas	450	-	-	450	-	450	-	-	-	-	-
Utilities - Water	150	-	-	150	-	150	-	-	-	-	-
Utilities - Sewer	-	-	-	-	-	-	-	-	-	-	-
3305 Communication	1,550	-	-	1,550	-	1,550	-	-	-	-	-
3306 Conferences	264	-	-	264	-	264	-	-	-	-	-
Credit Card Merchant Fees	-	-	-	-	-	-	-	-	-	-	-
3401 Rent - Facilities	-	-	-	-	-	-	-	-	-	-	-
3403 Rent - Tools & Equipment	-	-	-	-	-	-	-	-	-	-	-
3510 Building Improvements	-	-	-	-	-	-	-	-	-	-	-
3511 Machinery & Equipment	-	-	-	-	-	-	-	-	-	-	-
3513 Computer Equipment	2,000	-	-	2,000	-	2,000	-	-	-	-	-

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NON-LABOR EXPENDITURES (2) (cont.)

Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment to Functional Division (4)						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Engineering 50 (cont.)											
3514 Office Machines & Furn	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -
3910 Administrative Services	-	-	-	-	-	-	-	-	-	-	-
3920 Computer Services Charge	-	-	-	-	-	-	-	-	-	-	-
3930 Equip Replace Charges	-	-	-	-	-	-	-	-	-	-	-
Supplemental GASB 45 Funding	34,227	-	-	34,227	-	34,227	-	-	-	-	-
Subtotal Non-Labor Expenditures	\$ 76,397	\$ -	\$ -	\$ 76,397	\$ -	\$ 76,397	\$ -	\$ -	\$ -	\$ -	\$ -

TOWN OF ATHERTON
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NON-LABOR EXPENDITURES (2) (cont.)

Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment to Functional Division (4)						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Street Maintenance 53											
3107 Contract Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3109 Contract Plan Reviewer	-	-	-	-	-	-	-	-	-	-	-
3110 Vehicle Repair & Maint	2,500	-	-	2,500	-	-	-	2,500	-	-	-
3111 Equipment Repair & Maint	500	-	-	500	-	-	-	500	-	-	-
3120 Building Security	-	-	-	-	-	-	-	-	-	-	-
3122 Facility Repair & Maint	6,000	-	-	6,000	-	-	-	6,000	-	-	-
3123 Catering Services	-	-	-	-	-	-	-	-	-	-	-
3124 Custodial Services	-	-	-	-	-	-	-	-	-	-	-
3125 HVAC Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3126 Electrical Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3127 Roof Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3130 Tree Maintenance	50,000	-	-	50,000	-	-	-	50,000	-	-	-
3131 Pesticides & Fertilizer	5,000	-	-	5,000	-	-	-	5,000	-	-	-
3132 Street Sweeping	21,000	-	-	21,000	-	-	-	21,000	-	-	-
3134 Contract Lndscp Maint.	-	-	-	-	-	-	-	-	-	-	-
3136 Traffic Signal Repair & Maint	20,000	-	-	20,000	-	-	-	20,000	-	-	-
3137 Street Light Repair & Maint	35,000	-	-	35,000	-	-	-	35,000	-	-	-
3150 Advertising/Publishing	-	-	-	-	-	-	-	-	-	-	-
3151 Training & Workshops	1,500	-	-	1,500	-	-	-	1,500	-	-	-
3161 Inspection & Testing	500	-	-	500	-	-	-	500	-	-	-
3165 Other Contract Services	5,000	-	-	5,000	-	-	-	5,000	-	-	-
3169 Disaster Preparedness	-	-	-	-	-	-	-	-	-	-	-
3173 Technical Services	-	-	-	-	-	-	-	-	-	-	-
3201 Office Supplies	100	-	-	100	-	-	-	100	-	-	-
3210 Safety Supplies & Matls	1,000	-	-	1,000	-	-	-	1,000	-	-	-
3230 Computer Software	1,000	-	-	1,000	-	-	-	1,000	-	-	-
3231 Computer Supplies	250	-	-	250	-	-	-	250	-	-	-
3240 Custodial Supplies	-	-	-	-	-	-	-	-	-	-	-
3242 Landscape Supplies	500	-	-	500	-	-	-	500	-	-	-
3244 Construction Matls	15,000	-	-	15,000	-	-	-	15,000	-	-	-
3251 Minor Tools & Equip	1,000	-	-	1,000	-	-	-	1,000	-	-	-
3252 Gas & Oil	10,000	-	-	10,000	-	-	-	10,000	-	-	-
3260 Other Supplies & Matls	-	-	-	-	-	-	-	-	-	-	-
3302 Membership/Dues	258	-	-	258	-	-	-	258	-	-	-
3303 Postage	-	-	-	-	-	-	-	-	-	-	-
3304 Utilities - Electricity	52,000	-	-	52,000	-	-	-	52,000	-	-	-
Utilities - Gas	1,200	-	-	1,200	-	-	-	1,200	-	-	-
Utilities - Water	10,000	-	-	10,000	-	-	-	10,000	-	-	-
Utilities - Sewer	-	-	-	-	-	-	-	-	-	-	-
3305 Communication	2,700	-	-	2,700	-	-	-	2,700	-	-	-
3306 Conferences	2,000	-	-	2,000	-	-	-	2,000	-	-	-
Credit Card Merchant Fees	-	-	-	-	-	-	-	-	-	-	-
3401 Rent - Facilities	-	-	-	-	-	-	-	-	-	-	-
3403 Rent - Tools & Equipment	20,000	-	-	20,000	-	-	-	20,000	-	-	-
3510 Building Improvements	-	-	-	-	-	-	-	-	-	-	-
3511 Machinery & Equipment	3,000	-	-	3,000	-	-	-	3,000	-	-	-
3513 Computer Equipment	2,000	-	-	2,000	-	-	-	2,000	-	-	-

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NON-LABOR EXPENDITURES (2) (cont.)

Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment to Functional Division (4)						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Street Maintenance 53 (cont.)											
3514 Office Machines & Furn	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -
3910 Administrative Services	-	-	-	-	-	-	-	-	-	-	-
3920 Computer Services Charge	-	-	-	-	-	-	-	-	-	-	-
3930 Equip Replace Charges	17,361	-	-	17,361	-	-	-	17,361	-	-	-
Supplemental GASB 45 Funding	43,415	-	-	43,415	-	-	-	43,415	-	-	-
Subtotal Non-Labor Expenditures	\$ 330,284	\$ -	\$ -	\$ 330,284	\$ -	\$ -	\$ -	\$ 330,284	\$ -	\$ -	\$ -

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NON-LABOR EXPENDITURES (2) (cont.)

Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment to Functional Division (4)						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Park Maintenance 57											
3107 Contract Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3109 Contract Plan Reviewer	-	-	-	-	-	-	-	-	-	-	-
3110 Vehicle Repair & Maint	500	-	-	500	-	-	500	-	-	-	-
3111 Equipment Repair & Maint	2,500	-	-	2,500	-	-	2,500	-	-	-	-
3120 Building Security	-	-	-	-	-	-	-	-	-	-	-
3122 Facility Repair & Maint	2,500	-	-	2,500	-	-	2,500	-	-	-	-
3123 Catering Services	-	-	-	-	-	-	-	-	-	-	-
3124 Custodial Services	-	-	-	-	-	-	-	-	-	-	-
3125 HVAC Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3126 Electrical Repair & Maint	500	-	-	500	-	-	500	-	-	-	-
3127 Roof Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3130 Tree Maintenance	10,000	-	-	10,000	-	-	10,000	-	-	-	-
3131 Pesticides & Fertilizer	10,000	-	-	10,000	-	-	10,000	-	-	-	-
3132 Street Sweeping	-	-	-	-	-	-	-	-	-	-	-
3134 Contract Lndscp Maint.	-	-	-	-	-	-	-	-	-	-	-
3136 Traffic Signal Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3137 Street Light Repair & Maint	2,500	-	-	2,500	-	-	2,500	-	-	-	-
3150 Advertising/Publishing	-	-	-	-	-	-	-	-	-	-	-
3151 Training & Workshops	500	-	-	500	-	-	500	-	-	-	-
3161 Inspection & Testing	3,000	-	-	3,000	-	-	3,000	-	-	-	-
3165 Other Contract Services	2,000	-	-	2,000	-	-	2,000	-	-	-	-
3169 Disaster Preparedness	-	-	-	-	-	-	-	-	-	-	-
3173 Technical Services	-	-	-	-	-	-	-	-	-	-	-
3201 Office Supplies	100	-	-	100	-	-	100	-	-	-	-
3210 Safety Supplies & Matls	750	-	-	750	-	-	750	-	-	-	-
3230 Computer Software	1,200	-	-	1,200	-	-	1,200	-	-	-	-
3231 Computer Supplies	100	-	-	100	-	-	100	-	-	-	-
3240 Custodial Supplies	2,000	-	-	2,000	-	-	2,000	-	-	-	-
3242 Landscape Supplies	5,000	-	-	5,000	-	-	5,000	-	-	-	-
3244 Construction Matls	2,500	-	-	2,500	-	-	2,500	-	-	-	-
3251 Minor Tools & Equip	500	-	-	500	-	-	500	-	-	-	-
3252 Gas & Oil	1,500	-	-	1,500	-	-	1,500	-	-	-	-
3260 Other Supplies & Matls	-	-	-	-	-	-	-	-	-	-	-
3302 Membership/Dues	200	-	-	200	-	-	200	-	-	-	-
3303 Postage	-	-	-	-	-	-	-	-	-	-	-
3304 Utilities - Electricity	3,500	-	-	3,500	-	-	3,500	-	-	-	-
Utilities - Gas	-	-	-	-	-	-	-	-	-	-	-
Utilities - Water	-	-	-	-	-	-	-	-	-	-	-
Utilities - Sewer	-	-	-	-	-	-	-	-	-	-	-
3305 Communication	515	-	-	515	-	-	515	-	-	-	-
3306 Conferences	100	-	-	100	-	-	100	-	-	-	-
Credit Card Merchant Fees	-	-	-	-	-	-	-	-	-	-	-
3401 Rent - Facilities	-	-	-	-	-	-	-	-	-	-	-
3403 Rent - Tools & Equipment	500	-	-	500	-	-	500	-	-	-	-
3510 Building Improvements	-	-	-	-	-	-	-	-	-	-	-
3511 Machinery & Equipment	1,000	-	-	1,000	-	-	1,000	-	-	-	-
3513 Computer Equipment	-	-	-	-	-	-	-	-	-	-	-

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NON-LABOR EXPENDITURES (2) (cont.)

Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment to Functional Division (4)						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Park Maintenance 57 (cont.)											
3514 Office Machines & Furn	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -
3910 Administrative Services	-	-	-	-	-	-	-	-	-	-	-
3920 Computer Services Charge	-	-	-	-	-	-	-	-	-	-	-
3930 Equip Replace Charges	2,531	-	-	2,531	-	-	2,531	-	-	-	-
Supplemental GASB 45 Funding	6,654	-	-	6,654	-	-	6,654	-	-	-	-
Subtotal Non-Labor Expenditures	\$ 63,150	\$ -	\$ -	\$ 63,150	\$ -	\$ -	\$ 63,150	\$ -	\$ -	\$ -	\$ -

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PUBLIC WORKS DEPARTMENT
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Derivation of the Fully-Burdened Hourly Rate

NON-LABOR EXPENDITURES (2) (cont.)

Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment to Functional Division (4)						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Park Programs 58											
3107 Contract Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3109 Contract Plan Reviewer	-	-	-	-	-	-	-	-	-	-	-
3110 Vehicle Repair & Maint	500	-	-	500	-	-	-	-	500	-	-
3111 Equipment Repair & Maint	500	-	-	500	-	-	-	-	500	-	-
3120 Building Security	-	-	-	-	-	-	-	-	-	-	-
3122 Facility Repair & Maint	2,000	-	-	2,000	-	-	-	-	2,000	-	-
3123 Catering Services	500	-	-	500	-	-	-	-	500	-	-
3124 Custodial Services	-	-	-	-	-	-	-	-	-	-	-
3125 HVAC Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3126 Electrical Repair & Maint	1,000	-	-	1,000	-	-	-	-	1,000	-	-
3127 Roof Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3130 Tree Maintenance	-	-	-	-	-	-	-	-	-	-	-
3131 Pesticides & Fertilizer	-	-	-	-	-	-	-	-	-	-	-
3132 Street Sweeping	-	-	-	-	-	-	-	-	-	-	-
3134 Contract Lndscp Maint.	-	-	-	-	-	-	-	-	-	-	-
3136 Traffic Signal Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3137 Street Light Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3150 Advertising/Publishing	18,000	-	-	18,000	-	-	-	-	18,000	-	-
3151 Training & Workshops	500	-	-	500	-	-	-	-	500	-	-
3161 Inspection & Testing	-	-	-	-	-	-	-	-	-	-	-
3165 Other Contract Services	-	-	-	-	-	-	-	-	-	-	-
3169 Disaster Preparedness	-	-	-	-	-	-	-	-	-	-	-
3173 Technical Services	-	-	-	-	-	-	-	-	-	-	-
3201 Office Supplies	100	-	-	100	-	-	-	-	100	-	-
3210 Safety Supplies & Matls	-	-	-	-	-	-	-	-	-	-	-
3230 Computer Software	-	-	-	-	-	-	-	-	-	-	-
3231 Computer Supplies	250	-	-	250	-	-	-	-	250	-	-
3240 Custodial Supplies	6,000	-	-	6,000	-	-	-	-	6,000	-	-
3242 Landscape Supplies	2,500	-	-	2,500	-	-	-	-	2,500	-	-
3244 Construction Matls	1,000	-	-	1,000	-	-	-	-	1,000	-	-
3251 Minor Tools & Equip	500	-	-	500	-	-	-	-	500	-	-
3252 Gas & Oil	-	-	-	-	-	-	-	-	-	-	-
3260 Other Supplies & Matls	-	-	-	-	-	-	-	-	-	-	-
3302 Membership/Dues	-	-	-	-	-	-	-	-	-	-	-
3303 Postage	-	-	-	-	-	-	-	-	-	-	-
3304 Utilities - Electricity	11,650	-	-	11,650	-	-	-	-	11,650	-	-
Utilities - Gas	3,100	-	-	3,100	-	-	-	-	3,100	-	-
Utilities - Water	2,850	-	-	2,850	-	-	-	-	2,850	-	-
Utilities - Sewer	2,250	-	-	2,250	-	-	-	-	2,250	-	-
3305 Communication	1,050	-	-	1,050	-	-	-	-	1,050	-	-
3306 Conferences	-	-	-	-	-	-	-	-	-	-	-
3314 Credit Card Merchant Fees	3,000	-	-	3,000	-	-	-	-	3,000	-	-
3401 Rent - Facilities	4,500	-	-	4,500	-	-	-	-	4,500	-	-
3403 Rent - Tools & Equipment	2,000	-	-	2,000	-	-	-	-	2,000	-	-
3510 Building Improvements	-	-	-	-	-	-	-	-	-	-	-
3511 Machinery & Equipment	-	-	-	-	-	-	-	-	-	-	-
3513 Computer Equipment	-	-	-	-	-	-	-	-	-	-	-

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NON-LABOR EXPENDITURES (2) (cont.)

Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment to Functional Division (4)						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Park Programs 58 (cont.)											
3514 Office Machines & Furn	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -
3910 Administrative Services	-	-	-	-	-	-	-	-	-	-	-
3920 Computer Services Charge	-	-	-	-	-	-	-	-	-	-	-
3930 Equip Replace Charges	-	-	-	-	-	-	-	-	-	-	-
Supplemental GASB 45 Funding	17,404	-	-	17,404	-	-	-	-	17,404	-	-
Subtotal Non-Labor Expenditures	\$ 81,654	\$ -	\$ -	\$ 81,654	\$ -	\$ -	\$ -	\$ -	\$ 81,654	\$ -	\$ -

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NON-LABOR EXPENDITURES (2) (cont.)

Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment to Functional Division (4)						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Building Maintenance 59											
3107 Contract Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3109 Contract Plan Reviewer	-	-	-	-	-	-	-	-	-	-	-
3110 Vehicle Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3111 Equipment Repair & Maint	500	-	(500)	-	-	-	-	-	-	-	-
3120 Building Security	5,000	-	(5,000)	-	-	-	-	-	-	-	-
3122 Facility Repair & Maint	15,000	-	(15,000)	-	-	-	-	-	-	-	-
3123 Catering Services	-	-	-	-	-	-	-	-	-	-	-
3124 Custodial Services	11,000	-	(11,000)	-	-	-	-	-	-	-	-
3125 HVAC Repair & Maint	7,500	-	(7,500)	-	-	-	-	-	-	-	-
3126 Electrical Repair & Maint	8,500	-	(8,500)	-	-	-	-	-	-	-	-
3127 Roof Repair & Maint	5,000	-	(5,000)	-	-	-	-	-	-	-	-
3130 Tree Maintenance	-	-	-	-	-	-	-	-	-	-	-
3131 Pesticides & Fertilizer	1,500	-	(1,500)	-	-	-	-	-	-	-	-
3132 Street Sweeping	-	-	-	-	-	-	-	-	-	-	-
3134 Contract Lndscp Maint.	-	-	-	-	-	-	-	-	-	-	-
3136 Traffic Signal Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3137 Street Light Repair & Maint	-	-	-	-	-	-	-	-	-	-	-
3150 Advertising/Publishing	-	-	-	-	-	-	-	-	-	-	-
3151 Training & Workshops	-	-	-	-	-	-	-	-	-	-	-
3161 Inspection & Testing	2,500	-	(2,500)	-	-	-	-	-	-	-	-
3165 Other Contract Services	500	-	(500)	-	-	-	-	-	-	-	-
3169 Disaster Preparedness	8,500	-	(8,500)	-	-	-	-	-	-	-	-
3173 Technical Services	-	-	-	-	-	-	-	-	-	-	-
3201 Office Supplies	-	-	-	-	-	-	-	-	-	-	-
3210 Safety Supplies & Matls	100	-	(100)	-	-	-	-	-	-	-	-
3230 Computer Software	-	-	-	-	-	-	-	-	-	-	-
3231 Computer Supplies	-	-	-	-	-	-	-	-	-	-	-
3240 Custodial Supplies	3,500	-	(3,500)	-	-	-	-	-	-	-	-
3242 Landscape Supplies	250	-	(250)	-	-	-	-	-	-	-	-
3244 Construction Matls	2,500	-	(2,500)	-	-	-	-	-	-	-	-
3251 Minor Tools & Equip	100	-	(100)	-	-	-	-	-	-	-	-
3252 Gas & Oil	-	-	-	-	-	-	-	-	-	-	-
3260 Other Supplies & Matls	-	-	-	-	-	-	-	-	-	-	-
3302 Membership/Dues	-	-	-	-	-	-	-	-	-	-	-
3303 Postage	-	-	-	-	-	-	-	-	-	-	-
3304 Utilities - Electricity	-	-	-	-	-	-	-	-	-	-	-
Utilities - Gas	-	-	-	-	-	-	-	-	-	-	-
Utilities - Water	-	-	-	-	-	-	-	-	-	-	-
Utilities - Sewer	1,350	-	(1,350)	-	-	-	-	-	-	-	-
3305 Communication	-	-	-	-	-	-	-	-	-	-	-
3306 Conferences	-	-	-	-	-	-	-	-	-	-	-
Credit Card Merchant Fees	-	-	-	-	-	-	-	-	-	-	-
3401 Rent - Facilities	-	-	-	-	-	-	-	-	-	-	-
3403 Rent - Tools & Equipment	-	-	-	-	-	-	-	-	-	-	-
3510 Building Improvements	-	-	-	-	-	-	-	-	-	-	-
3511 Machinery & Equipment	6,000	-	(6,000)	-	-	-	-	-	-	-	-
3513 Computer Equipment	-	-	-	-	-	-	-	-	-	-	-

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NON-LABOR EXPENDITURES (2) (cont.)

					Direct Assignment to Functional Division (4)						General Departmental Expenditures to be Considered
Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Building Maintenance 59 (cont.)											
3514 Office Machines & Furn	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3910 Administrative Services	-	-	-	-	-	-	-	-	-	-	-
3920 Computer Services Charge	-	-	-	-	-	-	-	-	-	-	-
3930 Equip Replace Charges	-	-	-	-	-	-	-	-	-	-	-
Subtotal Non-Labor Expenditures	\$ 79,300	\$ -	\$ (79,300)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

					Direct Assignment to Functional Division						General Departmental Expenditures to be Considered
Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Total Non-Labor Operating Expenditures	\$ 630,785	\$ -	\$ (79,300)	\$ 551,485	\$ -	\$ 76,397	\$ 63,150	\$ 330,284	\$ 81,654	\$ -	\$ -

					Direct Assignment to Functional Division						General Departmental Expenditures to be Considered
Amortization for Periodic Expenditures	Periodic Cost	Amortization Period (Years)	Adjustments (3)	Net Departmental Expenditures to be Considered	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Town Hall	\$ 1,348,030	25	\$ (1,348,030)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Labor Periodic Expenditures	\$ 1,348,030	n/a	\$ (1,348,030)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

				Direct Assignment to Functional Division						
Operating and Periodic Expenditures	Net Departmental Operating Expenditures to be Considered	Net Departmental Amortized Periodic Expenditures to be Considered	Total Net Departmental Expenditures to be Considered	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	General Departmental Expenditures to be Considered
Total Non-Labor Expenditures	\$ 551,485	\$ -	\$ 551,485	\$ -	\$ 76,397	\$ 63,150	\$ 330,284	\$ 81,654	\$ -	\$ -

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TOWNWIDE OVERHEAD COSTS

					Direct Assignment to Functional Division						General Departmental Expenditures to be Considered
Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments (3)	Net Departmental Costs to be Considered	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
<i>Public Works - Engineering</i>											
City Council	\$ 1,048	\$ -	\$ -	\$ 1,048	\$ -	\$ 1,048	\$ -	\$ -	\$ -	\$ -	\$ -
Administration	21,391	-	-	21,391	-	21,391	-	-	-	-	-
General Counsel	9,019	-	-	9,019	-	9,019	-	-	-	-	-
DPW Engineering Counsel	15,000	-	-	15,000	-	15,000	-	-	-	-	-
Finance	14,140	-	-	14,140	-	14,140	-	-	-	-	-
General Indirect Activities	22,542	-	-	22,542	-	22,542	-	-	-	-	-
Information Technology	792	-	-	792	-	792	-	-	-	-	-
Code Enforcement	21,084	-	-	21,084	-	21,084	-	-	-	-	-
Building Maintenance	13,343	-	-	13,343	-	13,343	-	-	-	-	-
Total Engineering Overhead	\$ 118,360	\$ -	\$ -	\$ 118,360	\$ -	\$ 118,360	\$ -	\$ -	\$ -	\$ -	\$ -

					Direct Assignment to Functional Division						General Departmental Expenditures to be Considered
Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments (3)	Net Departmental Costs to be Considered	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
<i>Public Works - Street Maintenance</i>											
City Council	\$ 3,632	\$ -	\$ -	\$ 3,632	\$ -	\$ -	\$ -	\$ 3,632	\$ -	\$ -	\$ -
Administration	74,170	-	-	74,170	-	-	-	74,170	-	-	-
General Counsel	31,272	-	-	31,272	-	-	-	31,272	-	-	-
Finance	49,028	-	-	49,028	-	-	-	49,028	-	-	-
General Indirect Activities	25,360	-	-	25,360	-	-	-	25,360	-	-	-
Information Technology	792	-	-	792	-	-	-	792	-	-	-
Building Maintenance	15,769	-	-	15,769	-	-	-	15,769	-	-	-
Total Street Maintenance Overhead	\$ 200,023	\$ -	\$ -	\$ 200,023	\$ -	\$ -	\$ -	\$ 200,023	\$ -	\$ -	\$ -

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TOWNWIDE OVERHEAD COSTS (cont.)

Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments (3)	Net Departmental Costs to be Considered	Direct Assignment to Functional Division						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
<i>Public Works - Park Maintenance</i>											
City Council	\$ 1,411	\$ -	\$ -	\$ 1,411	\$ -	\$ -	\$ 1,411	\$ -	\$ -	\$ -	\$ -
Administration	28,803	-	-	28,803	-	-	28,803	-	-	-	-
General Counsel	12,144	-	-	12,144	-	-	12,144	-	-	-	-
Finance	19,039	-	-	19,039	-	-	19,039	-	-	-	-
General Indirect Activities	9,862	-	-	9,862	-	-	9,862	-	-	-	-
Information Technology	198	-	-	198	-	-	198	-	-	-	-
Total Park Maintenance Overhead	\$ 71,457	\$ -	\$ -	\$ 71,457	\$ -	\$ -	\$ 71,457	\$ -	\$ -	\$ -	\$ -

Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments (3)	Net Departmental Costs to be Considered	Direct Assignment to Functional Division						General Departmental Expenditures to be Considered
					Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
<i>Public Works - Park Programs</i>											
City Council	\$ 1,561	\$ -	\$ -	\$ 1,561	\$ -	\$ -	\$ -	\$ -	\$ 1,561	\$ -	\$ -
Administration	31,865	-	-	31,865	-	-	-	-	31,865	-	-
General Counsel	13,435	-	-	13,435	-	-	-	-	13,435	-	-
Finance	21,063	-	-	21,063	-	-	-	-	21,063	-	-
General Indirect Activities	9,862	-	-	9,862	-	-	-	-	9,862	-	-
Information Technology	198	-	-	198	-	-	-	-	198	-	-
Building Maintenance	121,194	-	-	121,194	-	-	-	-	121,194	-	-
Total Park Programs Overhead	\$ 199,178	\$ -	\$ -	\$ 199,178	\$ -	\$ -	\$ -	\$ -	\$ 199,178	\$ -	\$ -

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TOWNWIDE OVERHEAD COSTS (cont.)

					Direct Assignment to Functional Division						General Departmental Expenditures to be Considered
Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments (3)	Net Departmental Costs to be Considered	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
<i>Public Works - Building Maintenance</i>											
City Council	\$ 704	\$ -	\$ -	\$ 704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 704	\$ -
Administration	19,133	-	-	19,133	-	-	-	-	-	19,133	-
General Counsel	7,971	-	-	7,971	-	-	-	-	-	7,971	-
Finance	12,816	-	-	12,816	-	-	-	-	-	12,816	-
General Indirect Activities	7,143	-	-	7,143	-	-	-	-	-	7,143	-
Total Building Maintenance Overhead	\$ 47,767	\$ -	\$ -	\$ 47,767	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,767	\$ -

					Direct Assignment to Functional Division						General Departmental Expenditures to be Considered
Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments (3)	Net Departmental Costs to be Considered	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance	
Total Townwide Overhead	\$ 636,786	\$ -	\$ -	\$ 636,786	\$ -	\$ 118,360	\$ 71,457	\$ 200,023	\$ 199,178	\$ 47,767	\$ -

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
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ALLOCATION OF NON-LABOR EXPENDITURES TO FUNCTIONAL DIVISIONS OF THE DEPARTMENT

		Allocation to Functional Division					
Departmental Expenditures	Expenditures to Be Allocated	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance
Operating Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Periodic Expenditures	-	-	-	-	-	-	-
Subtotal Departmental Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allocation Basis: Total FTEs		2.00	2.00	1.00	4.00	2.00	0.00

		Allocation to Functional Division					
Divisional Expenditures	Expenditures to Be Allocated	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance
Operating Expenditures	\$ 551,485	\$ -	\$ 76,397	\$ 63,150	\$ 330,284	\$ 81,654	\$ -
Periodic Expenditures	-	-	-	-	-	-	-
Subtotal Divisional Expenditures	\$ 551,485	\$ -	\$ 76,397	\$ 63,150	\$ 330,284	\$ 81,654	\$ -
Allocation Basis: Dept. Feedback							

		Allocation to Functional Division					
Allocated Non-Labor Expenditures	Total Non-Labor Expenditures to be Allocated	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance
Total Non-Labor Expense Allocation	\$ 551,485	\$ -	\$ 76,397	\$ 63,150	\$ 330,284	\$ 81,654	\$ -

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ALLOCATION OF TOWNWIDE OVERHEAD COSTS TO FUNCTIONAL DIVISIONS OF THE DEPARTMENT

		Allocation to Functional Division					
Departmental Expenditures	Expenditures to Be Allocated	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance
Total Engineering Overhead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Street Maintenance Overhead	-	-	-	-	-	-	-
Total Park Maintenance Overhead	-	-	-	-	-	-	-
Total Park Programs Overhead	-	-	-	-	-	-	-
Total Building Maintenance Overhead	-	-	-	-	-	-	-
Total Departmental Overhead Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allocation Basis: Total FTEs		2.00	2.00	1.00	4.00	2.00	0.00

		Allocation to Functional Division					
Divisional Expenditures	Expenditures to Be Allocated	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance
Total Engineering Overhead	\$ 118,360	\$ -	\$ 118,360	\$ -	\$ -	\$ -	\$ -
Total Street Maintenance Overhead	200,023	-	-	-	200,023	-	-
Total Park Maintenance Overhead	71,457	-	-	71,457	-	-	-
Total Park Programs Overhead	199,178	-	-	-	-	199,178	-
Total Building Maintenance Overhead	47,767	-	-	-	-	-	47,767
Total Divisional Overhead Costs	\$ 636,786	\$ -	\$ 118,360	\$ 71,457	\$ 200,023	\$ 199,178	\$ 47,767
Allocation Basis:							

		Allocation to Functional Division					
Total Overhead Cost Allocation	Total Townwide Overhead Costs to be Allocated	Department Administration	Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance
Total Overhead Cost Allocation	\$ 636,786	\$ -	\$ 118,360	\$ 71,457	\$ 200,023	\$ 199,178	\$ 47,767

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ALLOCATION OF DEPARTMENT ADMINISTRATION COSTS TO OTHER FUNCTIONAL DIVISIONS OF THE DEPARTMENT

Cost Layer	Department Administration	Allocation to Functional Division				
		Public Works / Engineering	Parks / Maintenance	Street Maintenance	Parks Programs	Building Maintenance
Labor Costs	\$ 301,146	\$ 66,921	\$ 33,461	\$ 133,842	\$ 66,921	\$ -
Non-Labor Costs	-	-	-	-	-	-
Townwide Overhead	-	-	-	-	-	-
Total	\$ 301,146	\$ 66,921	\$ 33,461	\$ 133,842	\$ 66,921	\$ -
Allocation Basis: Total FTEs	2.00	2.00	1.00	4.00	2.00	0.00

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FULLY-BURDENED HOURLY RATE BY FUNCTIONAL DIVISION

	Public Works / Engineering		Parks / Maintenance		Street Maintenance		Parks Programs		Building Maintenance	
Cost Layer	Expenditure	Hourly Rate	Expenditure	Hourly Rate	Expenditure	Hourly Rate	Expenditure	Hourly Rate	Expenditure	Hourly Rate
Labor Costs	\$ 223,854	\$ 92.11	\$ 103,774	\$ 59.78	\$ 455,374	\$ 65.58	\$ 220,973	\$ 64.39	\$ -	
Departmental Non-Labor Costs	-	-	-	-	-	-	-	-	-	
Divisional Non-Labor Costs	76,397	31.43	63,150	36.38	330,284	47.56	81,654	23.79	-	
Department Admin	66,921	27.54	33,461	19.27	133,842	19.27	66,921	19.50	-	
Townwide Overhead	118,360	48.70	71,457	41.16	200,023	28.81	199,178	58.04	47,767	
Total Division	\$ 485,532	\$ 199.77	\$ 271,841	\$ 156.59	\$ 1,119,524	\$ 161.22	\$ 568,726	\$ 165.71	\$ 47,767	
Rate Basis: Productive Hours (5)		2,430		1,736		6,944		3,432		0

CALCULATION OF FULLY-BURDENED HOURLY RATE FOR FACILITY RENTAL RELATED SERVICES

The fully-burdened hourly rate for individuals providing services linked to the rental of Town facilities may be calculated as follows:

$$\text{Fully-Burdened Hourly Rate} = (A + B + C)$$

A = Individual Labor Rates of Staff Serving the Facility Rental Program

B = Non-Labor Rate Components of the Parks Program Fully-Burdened Hourly Rate

C = Hourly Cost of Facilities Maintenance (below)

Fully-Burdened Hourly Rate For Facility Rental Related Services by Staff Position

Position	Hourly Rate
Program Director	\$ 272.30
Facilities Maintenance Staff	\$ 255.83
Temporary Staff	\$ 220.12

Hourly Cost of Facilities Maintenance

Hourly Rate for Facilities Maintenance Staff Only (Labor and Non-Labor Costs)	\$ 157.58
Estimated Annual Hours Spent on Facilities Maintenance	2,140
Annual Cost of Facilities Maintenance	\$ 337,215
Cost of Facilities Maintenance per Hour of Staff Time for Facility Rental Program	\$ 98.26

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DEPARTMENTAL COMPOSITE OF THE FULLY-BURDENED HOURLY RATE

Cost Layer	Departmental Composite	
	Expenditure	Hourly Rate
Labor Costs	\$ 1,003,974	\$ 69.04
Departmental Non-Labor Costs	-	-
Divisional Non-Labor Costs	551,485	37.92
Department Admin	301,146	20.71
Townwide Overhead	636,786	43.79
Total Division	\$ 2,493,390	\$ 171.46
Rate Basis: Productive Hours		14,542

- (1) Labor Expenses and Statistics information based on salary and benefits information provided by Town Finance Department.
(2) Non-Labor Expenditures information based on Fiscal Year 2009-10 Requested Budget.
(3) Represents items not recoverable in fees or items accounted for via Townwide Cost Allocation section of this model.
(4) Costs assigned based on budget name.
(5) Public Works/Engineering fully-burdened hourly rate based on estimated direct hours.

EXHIBIT E-6

Fully-Burdened Composite Hourly Rates Police Department

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Direct Labor Cost Detail

[illegible]

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LABOR EXPENDITURES AND STATISTICS (1)

Expenditure or Statistic	Police Department	Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services
FTE	27.00	2.75	0.10	3.90	0.50	19.75
Salary	\$ 2,450,127	\$ 343,419	\$ 8,234	\$ 286,966	\$ 52,510	\$ 1,758,998
Benefits	1,570,718	196,652	3,913	116,415	40,191	1,213,547
Total Labor Costs	\$ 4,020,845	\$ 540,071	\$ 12,147	\$ 403,380	\$ 92,702	\$ 2,972,545
Productive Hours	46,704	4,672	174	6,770	868	34,220
Labor Cost per Productive Hour	\$ 86.09	\$ 115.60	\$ 69.97	\$ 59.58	\$ 106.80	\$ 86.87

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NON-LABOR EXPENDITURES (2)

Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments (3)	Net Departmental Expenditures to be Considered	Direct Assignment to Functional Division					General Departmental Expenditures to be Considered
					Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services	
Police Department										
Technical Services	\$ 57,905	\$ -	\$ (57,905)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Animal Control Services	50,951	-	(50,951)	-	-	-	-	-	-	-
3110 Equip Maint - Vehicles	35,000	-	-	35,000	3,146	-	-	787	31,067	-
3111 Equip Maint - Other	4,000	-	-	4,000	-	-	-	-	-	4,000
3122 Facility Repair & Maint	-	-	-	-	-	-	-	-	-	-
3124 Custodial Services	-	-	-	-	-	-	-	-	-	-
3151 Training & Workshops	6,300	-	-	6,300	-	-	-	-	-	6,300
3153 SMC Booking Fees	4,139	-	-	4,139	-	-	-	-	-	4,139
3154 Citation Processing	541	-	-	541	-	-	-	-	-	541
3165 Other Contract Services	57,197	-	(42,135)	15,062	-	-	-	-	-	15,062
Recruitment Cost	5,000	-	-	5,000	-	-	-	-	-	5,000
Printing - External Service	2,000	-	-	2,000	-	-	-	-	-	2,000
3201 Office Supplies	5,850	-	-	5,850	-	-	-	-	-	5,850
3202 Subscriptions	746	-	-	746	-	-	-	-	-	746
3210 Safety Supplies & Materials	6,000	-	-	6,000	-	-	-	-	-	6,000
3211 POST Training	20,000	-	-	20,000	-	-	-	-	-	20,000
3221 K-9 Expenses	22,269	-	-	22,269	2,002	-	-	500	19,767	-
3250 Vehicles Supplies	-	-	-	-	-	-	-	-	-	-
3252 Oil and Gasoline	61,800	-	-	61,800	5,555	-	-	1,389	54,856	-
3260 Other Supplies & Matls	31,000	-	-	31,000	2,618	-	-	654	25,851	1,877
3302 Memberships & Dues	2,101	-	-	2,101	-	-	-	-	-	2,101
3303 Postage	-	-	-	-	-	-	-	-	-	-
3304 Utilities - Electricity	21,000	-	-	21,000	-	-	-	-	-	21,000
Utilities - Gas	1,100	-	-	1,100	-	-	-	-	-	1,100
Utilities - Water	500	-	-	500	-	-	-	-	-	500
3305 Communication	40,622	-	-	40,622	-	-	-	-	-	40,622
3306 Conferences	5,815	-	-	5,815	-	-	-	-	-	5,815
3307 Mileage Reimbursement	300	-	-	300	-	-	-	-	-	300
3341 Disaster/Emergency	2,800	-	-	2,800	-	-	-	-	-	2,800
3350 Special Events & Awards	-	-	-	-	-	-	-	-	-	-
3401 Rent Facilities	8,590	-	-	8,590	-	-	-	-	-	8,590
3501 Non-Cap Off Mach & Furn	-	-	-	-	-	-	-	-	-	-
3503 Non-Cap Tools & Equip	-	-	-	-	-	-	-	-	-	-
3504 Misc. Capital Outlay (4)	14,286	-	(14,286)	-	-	-	-	-	-	-
3510 Building Improvements	-	-	-	-	-	-	-	-	-	-
3511 Mach & Equip	25,185	-	-	25,185	2,264	-	-	566	22,355	-
3512 Vehicles & Accessories	-	-	-	-	-	-	-	-	-	-
3513 Computer Equip	4,500	-	-	4,500	-	-	-	-	-	4,500
3514 Office Equip & Furniture	700	-	-	700	-	-	-	-	-	700
3910 Administrative Services	-	-	-	-	-	-	-	-	-	-
3920 Computer Svs Charge	-	-	-	-	-	-	-	-	-	-
3930 Trsftr to Equip Replace Fd	69,800	-	-	69,800	6,274	-	-	1,569	61,957	-
Supplemental GASB 45 Funding	244,307	-	-	244,307	-	-	-	-	-	244,307
Subtotal Non-Labor Expenditures	\$ 812,304	\$ -	\$ (165,277)	\$ 647,027	\$ 21,859	\$ -	\$ -	\$ 5,465	\$ 215,853	\$ 403,850
Allocation Basis: Sworn FTEs					2.00	0.00	0.00	0.50	19.75	

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NON-LABOR EXPENDITURES (2) (CONT.)

					Direct Assignment to Functional Division					General Departmental Expenditures to be Considered
Operating Expenditures	2009-10 Requested Budget	Adopted Budget Amendments	Adjustments	Net Departmental Expenditures to be Considered	Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services	
Total Non-Labor Operating Expendit.	\$ 812,304	\$ -	\$ (165,277)	\$ 647,027	\$ 21,859	\$ -	\$ -	\$ 5,465	\$ 215,853	\$ 403,850

					Direct Assignment to Functional Division					General Departmental Expenditures to be Considered
Amortization for Periodic Expenditures	Periodic Cost	Amortization Period (Years)	Adjustments	Net Departmental Expenditures to be Considered	Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services	
New City Hall Building Cost Dispatch Server	\$ 6,731,180 16,200	25 5	\$ (6,731,180) -	\$ - 3,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 3,240
Total Non-Labor Periodic Expendit.	\$ 6,747,380	n/a	\$ (6,731,180)	\$ 3,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,240

				Direct Assignment to Functional Division					General Departmental Expenditures to be Considered
Operating and Periodic Expenditures	Net Departmental Operating Expenditures to be Considered	Net Departmental Periodic Expenditures to be Considered	Total Net Departmental Expenditures to be Considered	Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services	
Total Non-Labor Expenditures	\$ 647,027	\$ 3,240	\$ 650,267	\$ 21,859	\$ -	\$ -	\$ 5,465	\$ 215,853	\$ 407,090

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Derivation of the Fully-Burdened Hourly Rate

TOWNWIDE OVERHEAD COSTS

Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments	Net Departmental Costs to be Considered	Direct Assignment to Functional Division					General Departmental Expenditures to be Considered
					Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services	
<i>Police Department</i>										
City Council	\$ 25,069	\$ -	\$ -	\$ 25,069	\$ 2,553	\$ 93	\$ 3,621	\$ 464	\$ 18,338	\$ -
Administration	511,875	-	-	511,875	52,135	1,896	73,938	9,479	374,427	-
General Counsel	215,817	-	-	215,817	21,981	799	31,174	3,997	157,866	-
Finance	338,356	-	-	338,356	34,462	1,253	48,874	6,266	247,501	-
General Indirect Activities	203,231	-	-	203,231	20,699	753	29,356	3,764	148,660	-
Information Technology	15,850	-	-	15,850	1,614	59	2,289	294	11,594	-
Code Enforcement	5,129	-	-	5,129	522	19	741	95	3,752	-
Building Maintenance	83,699	-	-	83,699	8,525	310	12,090	1,550	61,224	-
Subtotal Overhead Expenditures	\$ 1,399,025	-	-	\$ 1,399,025	\$ 142,493	\$ 5,182	\$ 202,081	\$ 25,908	\$ 1,023,361	\$ -
Allocation Basis: FTEs					2.75	0.10	3.90	0.50	19.75	

Allocated Indirect/Support Services	2009-10 Overhead Costs	Adopted Amendments	Adjustments	Net Departmental Costs to be Considered	Direct Assignment to Functional Division					General Departmental Expenditures to be Considered
					Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services	
Total Townwide Overhead	\$ 1,399,025	\$ -	\$ -	\$ 1,399,025	\$ 142,493	\$ 5,182	\$ 202,081	\$ 25,908	\$ 1,023,361	\$ -

TOWN OF ATHERTON
POLICE DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

ALLOCATION OF NON-LABOR EXPENDITURES TO FUNCTIONAL DIVISIONS OF THE DEPARTMENT

		Allocation to Functional Division				
Departmental Expenditures	Expenditures to Be Allocated	Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services
Operating Expenditures	\$ 403,850	\$ 41,133	\$ 1,496	\$ 58,334	\$ 7,479	\$ 295,409
Periodic Expenditures	3,240	330	12	468	60	2,370
Subtotal Departmental Expenditures	\$ 407,090	\$ 41,463	\$ 1,508	\$ 58,802	\$ 7,539	\$ 297,779
Allocation Basis: Total FTEs		2.75	0.10	3.90	0.50	19.75

		Allocation to Functional Division				
Divisional Expenditures	Expenditures to Be Allocated	Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services
Operating Expenditures	\$ 243,177	\$ 21,859	\$ -	\$ -	\$ 5,465	\$ 215,853
Periodic Expenditures	-	-	-	-	-	-
Subtotal Divisional Expenditures	\$ 243,177	\$ 21,859	\$ -	\$ -	\$ 5,465	\$ 215,853
Allocation Basis: Budget Name						

		Allocation to Functional Division				
Allocated Non-Labor Expenditures	Total Non-Labor Expenditures to be Allocated	Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services
Total Expense Allocation	\$ 650,267	\$ 63,322	\$ 1,508	\$ 58,802	\$ 13,004	\$ 513,632

TOWN OF ATHERTON
POLICE DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

ALLOCATION OF TOWNWIDE OVERHEAD COSTS TO FUNCTIONAL DIVISIONS OF THE DEPARTMENT

		Allocation to Functional Division				
Departmental Expenditures	Expenditures to Be Allocated	Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services
Total Townwide Overhead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Departmental Overhead Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Allocation Basis: Total FTEs		2.75	0.10	3.90	0.50	19.75

		Allocation to Functional Division				
Divisional Expenditures	Expenditures to Be Allocated	Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services
Total Townwide Overhead	\$ 1,399,025	\$ 142,493	\$ 5,182	\$ 202,081	\$ 25,908	\$ 1,023,361
Total Divisional Overhead Costs	\$ 1,399,025	\$ 142,493	\$ 5,182	\$ 202,081	\$ 25,908	\$ 1,023,361
Allocation Basis: Total FTEs		2.75	0.10	3.90	0.50	19.75

		Allocation to Functional Division				
Total Overhead Cost Allocation	Total Townwide Overhead Costs to be Allocated	Department Administration	Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services
Total Overhead Cost Allocation	\$ 1,399,025	\$ 142,493	\$ 5,182	\$ 202,081	\$ 25,908	\$ 1,023,361

TOWN OF ATHERTON
POLICE DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

ALLOCATION OF DEPARTMENTAL ADMINISTRATION COSTS TO OTHER FUNCTIONAL DIVISIONS OF THE DEPARTMENT

Cost Layer	Department Administration	Allocation to Functional Division			
		Records / Communication Divisional Admin.	Records / Communication Direct Services	Patrol / Investigation Divisional Admin.	Patrol / Investigation Direct Services
Labor Costs	\$ 540,071	\$ 2,227	\$ 86,857	\$ 11,135	\$ 439,852
Non-Labor Costs	63,322	261	10,184	1,306	51,571
Townwide Overhead	142,493	588	22,916	2,938	116,051
Total	\$ 745,886	\$ 3,076	\$ 119,957	\$ 15,379	\$ 607,474
Allocation Basis: Total FTEs	2.75	0.10	3.90	0.50	19.75

TOWN OF ATHERTON
POLICE DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate

ALLOCATION OF DIVISIONAL ADMINISTRATION COSTS TO OTHER FUNCTIONAL DIVISIONS OF THE DEPARTMENT

Cost Layer	Records / Communication Divisional Admin.	Patrol / Investigation Divisional Admin.	Allocation to Functional Division	
			Records / Communication Direct Services	Patrol / Investigation Direct Services
Labor Costs	\$ 12,147	\$ 92,702	\$ 12,147	\$ 92,702
Non-Labor Costs	1,508	13,004	1,508	13,004
Department Admin	3,076	15,379	3,076	15,379
Townwide Overhead	5,182	25,908	5,182	25,908
Total	\$ 21,912	\$ 146,992	\$ 21,912	\$ 146,992
Allocation Basis:				

**TOWN OF ATHERTON
POLICE DEPARTMENT
User Fee Study
Derivation of the Fully-Burdened Hourly Rate**

FULLY-BURDENED HOURLY RATE BY FUNCTIONAL DIVISION

Cost Layer	Records / Communication Direct Services		Patrol / Investigation Direct Services	
	Expenditure	Hourly Rate	Expenditure	Hourly Rate
Labor Costs	\$ 403,380	\$ 59.58	\$ 2,972,545	\$ 86.87
Departmental Non-Labor Costs	58,802	8.69	297,779	8.70
Divisional Non-Labor Costs	-	-	215,853	6.31
Department Admin	119,957	17.72	607,474	17.75
Divisional Admin	21,912	3.24	146,992	4.30
Townwide Overhead	202,081	29.85	1,023,361	29.91
Total Division	\$ 806,133	\$ 119.07	\$ 5,264,004	\$ 153.83
Rate Basis: Productive Hours	6,770		34,220	

DEPARTMENTAL COMPOSITE OF THE FULLY-BURDENED HOURLY RATE

Cost Layer	Departmental Composite	
	Expenditure	Hourly Rate
Labor Costs	\$ 3,375,925	\$ 82.36
Departmental Non-Labor Costs	356,580	8.70
Divisional Non-Labor Costs	215,853	5.27
Department Admin	727,431	17.75
Divisional Admin	168,905	4.12
Townwide Overhead	1,225,442	29.90
Total Division	\$ 6,070,137	\$ 148.09
Rate Basis: Productive Hours	40,990	

(1) Labor Expenses and Statistics information based on salary and benefits information provided by Town Finance Department.

(2) Non-Labor Expenditures information based on Fiscal Year 2009-10 Requested Budget.

(3) Represents items not recoverable in fees.

(4) New police dog to replace Zar (offset by revenue donation)

EXHIBIT F-1

Activity Costs of Service Administrative Activities

TOWN OF ATHERTON
ADMINISTRATION DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Activity	Estimated Average Labor Time Per Unit (hours)		Division/Person Responsible for Providing Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
	Finance	Admin				
Fully-Burdened Hourly Rate	\$ 165.65	\$ 128.53				
ADMINISTRATIVE SERVICES DEPARTMENT FEES						
Photocopying and/or Printing - Base Time for Request						
a. Base Fee	0.08		Administration	~~\$ 10.71~~	\$0.10 per page	n/a -- new structure
b. Per Page Fee				\$0.10 per page	\$0.10	100%
Returned Checks (NSF)	0.75		Finance	\$124 plus bank fees	\$20	16%
Tape Duplication - Per Tape	0.50		Administration	\$ 64.27	\$10	16%
Notarize - Per Signature	0.25		Administration	\$ 32.13	\$10	31%
Reviewing and Approving Special Event Application (1)	1.00		Administration	\$ 217.89	\$75	34%
Municipal Code Books	No Response Required		Administration	Free via website or see Photocopying and Printing charge	\$100	varies
General Plan	No Response Required		Administration	Free via website or see Photocopying and Printing charge	\$40	varies
Supplying Copy of Zoning Ordinance	No Response Required		Administration	Free via website or see Photocopying and Printing charge	\$15	varies
Certified Copies - Per Copy	0.25		Administration	\$ 32.13	\$1	3%
Budget	No Response Required		Administration	Free via website or see Photocopying and Printing charge	\$15	varies
Subdivision Ordinance	No Response Required		Administration	Free via website or see Photocopying and Printing charge	\$5	varies

TOWN OF ATHERTON
ADMINISTRATION DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Activity	Estimated Average Labor Time Per Unit (hours)		Division/Person Responsible for Providing Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
	Finance	Admin				
Fully-Burdened Hourly Rate	\$ 165.65	\$ 128.53				
POTENTIAL NEW ADMINISTRATIVE SERVICES DEPARTMENT FEES						
Providing List of All Businesses in Atherton	0.42		Finance	\$ 69.02	\$0	0%
Stop-payment Check & Lost Check Replacement	0.75		Finance	\$124 plus bank fees	\$0	0%
Installing and Removing Banners (2)	2.50		Administration + Public Works	\$ 386.71	\$0	0%
Business License Processing Fee	n/a		Finance	n/a	\$25	n/a
Processing Duplicate Business License Fee	n/a		Finance	n/a	\$25	n/a
Digital Transmission of Files	0.25		Administration	\$ 32.13	\$0	0%

(1) Includes time spent by other departments reviewing and approving special event application.

(2) Estimated time assumes two hours of Public Work staff time, plus half-hour of Administration Department staff time

EXHIBIT F-2

Activity Costs of Service Building Activities

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 79% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:
Building Division \$165.20

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Single Family Residence - New Residential Construction - Habitable Valuation												
A. \$1.00 to \$500												
Time Associated with Inspection	1.00	1.00	1.00	\$ 165	\$ 165	\$ 165	\$24	\$24	\$24	14%	14%	14%
Time Associated with Plan Check	1.50	5.00	2.38	\$ 248	\$ 826	\$ 392	\$15	\$15	\$15	6%	2%	4%
B. \$501 to \$2,000												
Time Associated with Inspection	1.00	1.00	1.00	\$ 165	\$ 165	\$ 165	\$24	\$69	\$46	14%	42%	28%
Time Associated with Plan Check	1.50	5.00	2.38	\$ 248	\$ 826	\$ 392	\$16	\$45	\$30	6%	5%	8%
C. \$2,001 to \$25,000												
Time Associated with Inspection	2.50	2.50	2.50	\$ 413	\$ 413	\$ 413	\$69	\$391	\$230	17%	95%	56%
Time Associated with Plan Check	1.50	7.00	2.88	\$ 248	\$ 1,156	\$ 475	\$45	\$254	\$150	18%	22%	32%
D. \$25,001 to \$50,000												
Time Associated with Inspection	3.50	8.00	4.63	\$ 578	\$ 1,322	\$ 764	\$391	\$644	\$518	68%	49%	68%
Time Associated with Plan Check	2.50	8.00	3.88	\$ 413	\$ 1,322	\$ 640	\$254	\$418	\$336	62%	32%	53%
E. \$50,001 to \$100,000												
Time Associated with Inspection (4)	5.00	10.00	6.25	\$ 826	\$ 1,652	\$ 1,033	\$644	\$994	\$819	78%	60%	79%
Time Associated with Plan Check	3.50	14.00	6.13	\$ 578	\$ 2,313	\$ 1,012	\$418	\$646	\$532	72%	28%	53%
F. \$100,001 to \$500,000												
Time Associated with Inspection	20.00	30.00	22.50	\$ 3,304	\$ 4,956	\$ 3,717	\$994	\$3,234	\$2,114	30%	65%	57%
Time Associated with Plan Check	4.50	16.00	7.38	\$ 743	\$ 2,643	\$ 1,218	\$646	\$2,102	\$1,374	87%	80%	113%
G. \$500,001 to \$1,000,000												
Time Associated with Inspection	28.00	78.00	40.50	\$ 4,626	\$ 12,886	\$ 6,691	\$3,234	\$5,609	\$4,421	70%	44%	66%
Time Associated with Plan Check	8.50	28.00	13.38	\$ 1,404	\$ 4,626	\$ 2,210	\$2,102	\$3,646	\$2,874	150%	79%	130%
H. \$1,000,001 and up												
Time Associated with Inspection	36.00	86.00	48.50	\$ 5,947	\$ 14,207	\$ 8,012	\$5,609	\$5,608.75 for 1st \$1M plus \$3.65 each	varies	94%	varies	varies
Time Associated with Plan Check	16.50	41.00	22.63	\$ 2,726	\$ 6,773	\$ 3,738	\$3,646	\$3,645.69 for 1st \$1M plus \$2.37 each	varies	134%	varies	varies

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 79% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:
Building Division \$165.20

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Single Family Residence - New Residential Construction - Non-Habitable Valuation												
I. \$1.00 to \$500												
Time Associated with Inspection	1.00	1.00	1.00	\$ 165	\$ 165	\$ 165	\$24	\$24	\$24	14%	14%	14%
Time Associated with Plan Check	1.00	4.50	1.88	\$ 165	\$ 743	\$ 310	\$15	\$15	\$15	9%	2%	5%
J. \$501 to \$2,000												
Time Associated with Inspection	1.00	1.00	1.00	\$ 165	\$ 165	\$ 165	\$24	\$69	\$46	14%	42%	28%
Time Associated with Plan Check	1.00	4.50	1.88	\$ 165	\$ 743	\$ 310	\$16	\$45	\$30	9%	6%	10%
K. \$2,001 to \$25,000												
Time Associated with Inspection	2.00	3.50	2.38	\$ 330	\$ 578	\$ 392	\$69	\$391	\$230	21%	68%	59%
Time Associated with Plan Check	1.00	6.00	2.25	\$ 165	\$ 991	\$ 372	\$45	\$254	\$150	27%	26%	40%
L. \$25,001 to \$50,000												
Time Associated with Inspection	4.00	8.00	5.00	\$ 661	\$ 1,322	\$ 826	\$391	\$644	\$518	59%	49%	63%
Time Associated with Plan Check	1.50	7.00	2.88	\$ 248	\$ 1,156	\$ 475	\$254	\$418	\$336	103%	36%	71%
M. \$50,001 to \$100,000												
Time Associated with Inspection (4)	6.00	14.00	8.00	\$ 991	\$ 2,313	\$ 1,322	\$644	\$994	\$819	65%	43%	62%
Time Associated with Plan Check	1.50	9.00	3.38	\$ 248	\$ 1,487	\$ 558	\$418	\$646	\$532	169%	43%	95%
N. \$100,001 to \$500,000												
Time Associated with Inspection	9.00	16.00	10.75	\$ 1,487	\$ 2,643	\$ 1,776	\$994	\$3,234	\$2,114	67%	122%	119%
Time Associated with Plan Check	2.50	11.00	4.63	\$ 413	\$ 1,817	\$ 764	\$646	\$2,102	\$1,374	156%	116%	180%
O. \$500,001 to \$1,000,000												
Time Associated with Inspection	11.00	21.00	13.50	\$ 1,817	\$ 3,469	\$ 2,230	\$3,234	\$5,609	\$4,421	178%	162%	198%
Time Associated with Plan Check	3.50	14.00	6.13	\$ 578	\$ 2,313	\$ 1,012	\$2,102	\$3,646	\$2,874	364%	158%	284%
P. \$1,000,001 and up												
Time Associated with Inspection	20.00	30.00	22.50	\$ 3,304	\$ 4,956	\$ 3,717	\$5,609	\$5,608.75 for 1st \$1M plus \$3.65 each	varies	170%	varies	varies
Time Associated with Plan Check	4.50	24.00	9.38	\$ 743	\$ 3,965	\$ 1,549	\$3,646	\$3,645.69 for 1st \$1M plus \$2.37 each	varies	490%	varies	varies

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 79% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:
Building Division \$165.20

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Single Family Residence - Remodeling Residential Construction - Habitable Valuation												
Q. \$1.00 to \$500												
Time Associated with Inspection	1.00	1.00	1.00	\$ 165	\$ 165	\$ 165	\$24	\$24	\$24	14%	14%	14%
Time Associated with Plan Check	1.00	5.00	2.00	\$ 165	\$ 826	\$ 330	\$15	\$15	\$15	9%	2%	5%
R. \$501 to \$2,000												
Time Associated with Inspection	1.00	1.00	1.00	\$ 165	\$ 165	\$ 165	\$24	\$69	\$46	14%	42%	28%
Time Associated with Plan Check	1.00	5.50	2.13	\$ 165	\$ 909	\$ 351	\$16	\$45	\$30	9%	5%	9%
S. \$2,001 to \$25,000												
Time Associated with Inspection	2.50	2.50	2.50	\$ 413	\$ 413	\$ 413	\$69	\$391	\$230	17%	95%	56%
Time Associated with Plan Check	1.50	7.00	2.88	\$ 248	\$ 1,156	\$ 475	\$45	\$254	\$150	18%	22%	32%
T. \$25,001 to \$50,000												
Time Associated with Inspection	4.00	10.00	5.50	\$ 661	\$ 1,652	\$ 909	\$391	\$644	\$518	59%	39%	57%
Time Associated with Plan Check	1.50	8.00	3.13	\$ 248	\$ 1,322	\$ 516	\$254	\$418	\$336	103%	32%	65%
U. \$50,001 to \$100,000												
Time Associated with Inspection	6.00	12.00	7.50	\$ 991	\$ 1,982	\$ 1,239	\$644	\$994	\$819	65%	50%	66%
Time Associated with Plan Check	2.50	10.00	4.38	\$ 413	\$ 1,652	\$ 723	\$418	\$646	\$532	101%	39%	74%
V. \$100,001 to \$500,000												
Time Associated with Inspection	17.00	42.00	23.25	\$ 2,808	\$ 6,938	\$ 3,841	\$994	\$3,234	\$2,114	35%	47%	55%
Time Associated with Plan Check	6.50	24.00	10.88	\$ 1,074	\$ 3,965	\$ 1,797	\$646	\$2,102	\$1,374	60%	53%	76%
W. \$500,001 to \$1,000,000												
Time Associated with Inspection	21.00	53.00	29.00	\$ 3,469	\$ 8,756	\$ 4,791	\$3,234	\$5,609	\$4,421	93%	64%	92%
Time Associated with Plan Check	8.50	28.00	13.38	\$ 1,404	\$ 4,626	\$ 2,210	\$2,102	\$3,646	\$2,874	150%	79%	130%
X. \$1,000,001 and up												
Time Associated with Inspection	26.00	67.00	36.25	\$ 4,295	\$ 11,069	\$ 5,989	\$5,609	\$5,608.75 for 1st \$1M plus \$3.65 each	varies	131%	varies	varies
Time Associated with Plan Check	12.50	36.00	18.38	\$ 2,065	\$ 5,947	\$ 3,036	\$3,646	\$3,645.69 for 1st \$1M plus \$2.37 each	varies	177%	varies	varies

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 79% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:
Building Division \$165.20

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Single Family Residence - Remodeling Residential Construction - Non-Habitable Valuation												
Y. \$1.00 to \$500												
Time Associated with Inspection	1.00	1.00	1.00	\$ 165	\$ 165	\$ 165	\$24	\$24	\$24	14%	14%	14%
Time Associated with Plan Check	1.00	5.00	2.00	\$ 165	\$ 826	\$ 330	\$15	\$15	\$15	9%	2%	5%
Z. \$501 to \$2,000												
Time Associated with Inspection	1.00	1.00	1.00	\$ 165	\$ 165	\$ 165	\$24	\$69	\$46	14%	42%	28%
Time Associated with Plan Check	1.00	5.00	2.00	\$ 165	\$ 826	\$ 330	\$16	\$45	\$30	9%	5%	9%
AA. \$2,001 to \$25,000												
Time Associated with Inspection	2.00	3.00	2.25	\$ 330	\$ 496	\$ 372	\$69	\$391	\$230	21%	79%	62%
Time Associated with Plan Check	1.00	6.00	2.25	\$ 165	\$ 991	\$ 372	\$45	\$254	\$150	27%	26%	40%
AB. \$25,001 to \$50,000												
Time Associated with Inspection	3.50	4.00	3.63	\$ 578	\$ 661	\$ 599	\$391	\$644	\$518	68%	97%	86%
Time Associated with Plan Check	1.50	8.00	3.13	\$ 248	\$ 1,322	\$ 516	\$254	\$418	\$336	103%	32%	65%
AC. \$50,001 to \$100,000												
Time Associated with Inspection	5.50	7.00	5.88	\$ 909	\$ 1,156	\$ 971	\$644	\$994	\$819	71%	86%	84%
Time Associated with Plan Check	1.50	10.00	3.63	\$ 248	\$ 1,652	\$ 599	\$418	\$646	\$532	169%	39%	89%
AD. \$100,001 to \$500,000												
Time Associated with Inspection	9.00	16.00	10.75	\$ 1,487	\$ 2,643	\$ 1,776	\$994	\$3,234	\$2,114	67%	122%	119%
Time Associated with Plan Check	4.50	16.00	7.38	\$ 743	\$ 2,643	\$ 1,218	\$646	\$2,102	\$1,374	87%	80%	113%
AE. \$500,001 to \$1,000,000												
Time Associated with Inspection	11.00	21.00	13.50	\$ 1,817	\$ 3,469	\$ 2,230	\$3,234	\$5,609	\$4,421	178%	162%	198%
Time Associated with Plan Check	4.50	24.00	9.38	\$ 743	\$ 3,965	\$ 1,549	\$2,102	\$3,646	\$2,874	283%	92%	186%
AF. \$1,000,001 and up												
Time Associated with Inspection	n/a	n/a		n/a	n/a	n/a	\$5,609	\$5,608.75 for 1st \$1M plus \$3.65 each	varies	n/a	varies	varies
Time Associated with Plan Check	n/a	n/a		n/a	n/a	n/a	\$3,646	\$3,645.69 for 1st \$1M plus \$2.37 each	varies	n/a	varies	varies

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 79% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:
Building Division \$165.20

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Single Family Residence - Composite of All Construction Types												
A. \$1.00 to \$500												
Time Associated with Inspection	1.00	1.00	1.00	\$ 165	\$ 165	\$ 165	\$24	\$24	\$24	14%	14%	14%
Time Associated with Plan Check	1.13	4.88	2.06	\$ 186	\$ 805	\$ 341	\$15	\$15	\$15	8%	2%	4%
B. \$501 to \$2,000												
Time Associated with Inspection	1.00	1.00	1.00	\$ 165	\$ 165	\$ 165	\$24	\$69	\$46	14%	42%	28%
Time Associated with Plan Check	1.13	5.00	2.09	\$ 186	\$ 826	\$ 346	\$16	\$45	\$30	8%	5%	9%
C. \$2,001 to \$25,000												
Time Associated with Inspection	2.25	2.88	2.41	\$ 372	\$ 475	\$ 398	\$69	\$391	\$230	19%	82%	58%
Time Associated with Plan Check	1.25	6.50	2.56	\$ 207	\$ 1,074	\$ 423	\$45	\$254	\$150	22%	24%	35%
D. \$25,001 to \$50,000												
Time Associated with Inspection	3.75	7.50	4.69	\$ 620	\$ 1,239	\$ 774	\$391	\$644	\$518	63%	52%	67%
Time Associated with Plan Check	1.75	7.75	3.25	\$ 289	\$ 1,280	\$ 537	\$254	\$418	\$336	88%	33%	63%
E. \$50,001 to \$100,000												
Time Associated with Inspection	5.63	10.75	6.91	\$ 929	\$ 1,776	\$ 1,141	\$644	\$994	\$819	69%	56%	72%
Time Associated with Plan Check	2.25	10.75	4.38	\$ 372	\$ 1,776	\$ 723	\$418	\$646	\$532	113%	36%	74%
F. \$100,001 to \$500,000												
Time Associated with Inspection	13.75	26.00	16.81	\$ 2,272	\$ 4,295	\$ 2,777	\$994	\$3,234	\$2,114	44%	75%	76%
Time Associated with Plan Check	4.50	16.75	7.56	\$ 743	\$ 2,767	\$ 1,249	\$646	\$2,102	\$1,374	87%	76%	110%
G. \$500,001 to \$1,000,000												
Time Associated with Inspection	17.75	43.25	24.13	\$ 2,932	\$ 7,145	\$ 3,986	\$3,234	\$5,609	\$4,421	110%	78%	111%
Time Associated with Plan Check	6.25	23.50	10.56	\$ 1,033	\$ 3,882	\$ 1,745	\$2,102	\$3,646	\$2,874	204%	94%	165%
H. \$1,000,001 and up												
Time Associated with Inspection	27.33	61.00	35.75	\$ 4,516	\$ 10,077	\$ 5,906	\$5,609	\$5,608.75 for 1st \$1M plus \$3.65 each \$3,645.69 for 1st \$1M plus \$2.37 each	varies	124%	varies	varies
Time Associated with Plan Check	11.17	33.67	16.79	\$ 1,845	\$ 5,562	\$ 2,774	\$3,646		varies	198%	varies	varies

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 79% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:

Building Division	\$165.20

	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Activity												
Permitted Value of Construction												
New Habitable Construction	n/a	n/a	n/a	n/a	n/a	n/a	\$350 per square foot	\$350 per square foot	\$350 per square foot	n/a	n/a	n/a
Remodeled Habitable Construction	n/a	n/a	n/a	n/a	n/a	n/a	\$350 per square foot	\$350 per square foot	\$350 per square foot	n/a	n/a	n/a
New or Remodeled Non-Habitable Construction	n/a	n/a	n/a	n/a	n/a	n/a	\$250 per square foot	\$250 per square foot	\$250 per square foot	n/a	n/a	n/a
Other Building Fees												
Plumbing (Per Unit)	1.50	3.50	2.00	\$ 248	\$ 578	\$ 330	\$100	\$100	\$100	40%	17%	30%
Electrical (Per Unit)	1.50	3.50	2.00	\$ 248	\$ 578	\$ 330	\$100	\$100	\$100	40%	17%	30%
Mechanical (Per Unit)	1.50	3.50	2.00	\$ 248	\$ 578	\$ 330	\$100	\$100	\$100	40%	17%	30%
Demolition	2.50	6.00	3.38	\$ 413	\$ 991	\$ 558	\$200	\$200	\$200	48%	20%	36%
Landscape Screening	1.50	2.50	1.75	\$ 248	\$ 413	\$ 289	\$250	\$250	\$250	101%	61%	86%
Landscape Screening Plan Review	1.00	2.00	1.25	\$ 165	\$ 330	\$ 207	\$0	\$0	\$0	0%	0%	0%
Water Well	2.50	7.00	3.63	\$ 413	\$ 1,156	\$ 599	\$500	\$500	\$500	121%	43%	83%
Solar	2.00	8.00	3.50	\$ 330	\$ 1,322	\$ 578	\$250	\$250	\$250	76%	19%	43%
Heritage Tree Removal, First Tree			1.00	n/a	n/a	\$ 165	\$100	\$100	\$100	n/a	n/a	61%
Heritage Tree Removal (Additional Tree)			0.25	n/a	n/a	\$ 41	\$50	\$50	\$50	n/a	n/a	121%
Consultation Inspection	0.50	1.00	0.63	\$ 83	\$ 165	\$ 103	\$0	\$0	\$0	0%	0%	0%
Revision Fee				\$165 per hour	\$165 per hour	\$165 per hour	\$54 per hour	\$54 per hour	\$54 per hour	33%	33%	33%

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 79% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:
Building Division \$165.20

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Processing Address Change	No Time Estimates Provided			\$165 per hour or consultant costs	\$165 per hour or consultant costs	\$165 per hour or consultant costs	\$250	\$250	\$250	varies	varies	varies
Permit Search			0.17	n/a	n/a	\$ 28	\$20	\$20	\$20	n/a	n/a	73%
Processing Landscape Screening Deposit			1.00	n/a	n/a	\$ 165	\$0	\$0	\$0	n/a	n/a	0%
Processing Temporary Occupancy Deposit			1.00	n/a	n/a	\$ 165	\$0	\$0	\$0	n/a	n/a	0%
Processing Recycling Deposit			1.00	n/a	n/a	\$ 165	\$0	\$0	\$0	n/a	n/a	0%
Processing Utility Deposit			1.00	n/a	n/a	\$ 165	\$0	\$0	\$0	n/a	n/a	0%
Processing Road Deposit (Bond)			1.00	n/a	n/a	\$ 165	\$0	\$0	\$0	n/a	n/a	0%
Supplying After Hours Construction Permits (Building Dept Time Only)			0.25	n/a	n/a	\$ 41	See Police Dept schedule	See Police Dept schedule	See Police Dept schedule	Added to Police cost	Added to Police cost	Added to Police cost
Reviewing and Approving Special Events Application (Building Dept Time Only)			0.08	n/a	n/a	\$ 14	See Admin Dept schedule	See Admin Dept schedule	See Admin Dept schedule	Added to Admin cost	Added to Admin cost	Added to Admin cost
Grading and Drainage (Building Dept Time Only)	1.00	2.00	1.25	\$ 165	\$ 330	\$ 207	See Public Works Dept schedule	See Public Works Dept schedule	See Public Works Dept schedule	Add to Public Works cost	Add to Public Works cost	Add to Public Works cost
Pre-submittal Meetings	0.50	1.00	0.63	\$ 83	\$ 165	\$ 103	\$0	\$0	\$0	0%	0%	0%
Pre-construction meetings	1.00	2.00	1.25	\$ 165	\$ 330	\$ 207	\$0	\$0	\$0	0%	0%	0%
Arborist Services - Site Visits Not Related to Development Review			1.00	n/a	n/a	\$ 165	\$0	\$0	\$0	n/a	n/a	0%
Recycling Refund Review of Compliance	0.50	1.00	0.63	\$ 83	\$ 165	\$ 103	\$0	\$0	\$0	0%	0%	0%
Complaint Inspection/Investigation	1.00	2.00	1.25	\$ 165	\$ 330	\$ 207	\$0	\$0	\$0	0%	0%	0%

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
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Fully-Burdened Hourly Rate:
Building Division \$165.20

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Code Interpretations	1.00	4.00	1.75	\$ 165	\$ 661	\$ 289	\$0	\$0	\$0	0%	0%	0%
Issuing Tree Permits			0.50	n/a	n/a	\$ 83	\$0	\$0	\$0	n/a	n/a	0%
COP & Tree Protection Plan Review	0.50	1.00	0.63	\$ 83	\$ 165	\$ 103	\$0	\$0	\$0	0%	0%	0%
Planning Commission Tree Removal review, Staff Report, Meeting	4.00	8.00	5.00	\$ 661	\$ 1,322	\$ 826	\$0	\$0	\$0	0%	0%	0%
Tree Committee	2.00	5.00	2.75	\$ 330	\$ 826	\$ 454	\$0	\$0	\$0	0%	0%	0%
EPC	5.00	8.00	5.75	\$ 826	\$ 1,322	\$ 950	\$0	\$0	\$0	0%	0%	0%
Excavation Permit			3.00	n/a	n/a	\$ 496	\$1,000	\$1,000	\$1,000	n/a	n/a	202%
SMIP Fee												
SMIP - Residential (California Department of Conservation Mandated Fee)	n/a	n/a	n/a	n/a	n/a	n/a	Valuation Amount X 0.0001	Valuation Amount X 0.0001	Valuation Amount X 0.0001	n/a	n/a	n/a
SMIP - Commercial (California Department of Conservation Mandated Fee)	n/a	n/a	n/a	n/a	n/a	n/a	Valuation Amount X 0.00021	Valuation Amount X 0.00021	Valuation Amount X 0.00021	n/a	n/a	n/a

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 79% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:
Building Division \$165.20

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Building Standards Administration Special Revolving Fund (Senate Bill No. 1473 State Mandated)												
Permit Valuation												
\$1-25,000	n/a	n/a	n/a	n/a	n/a	n/a	\$1	\$1	\$1	n/a	n/a	n/a
\$25,001-50,000	n/a	n/a	n/a	n/a	n/a	n/a	\$2	\$2	\$2	n/a	n/a	n/a
\$50,001-75,000	n/a	n/a	n/a	n/a	n/a	n/a	\$3	\$3	\$3	n/a	n/a	n/a
\$75,001-100,000	n/a	n/a	n/a	n/a	n/a	n/a	\$4	\$4	\$4	n/a	n/a	n/a
Every \$25,000 or fraction thereof above \$100,000	n/a	n/a	n/a	n/a	n/a	n/a	Add \$1	Add \$1	Add \$1	n/a	n/a	n/a

(1) Estimated minimum labor time for time associated with plan check includes between 30 minutes and 1 hour of administrative time spent by the permit technician.
(2) Estimated maximum labor time for time associated with plan check includes 4 hours of administrative time spent by the permit technician.
(3) This average is weighted to favor the Estimated Minimum Labor Time as 75% of the average, with the remaining 25% of the weighted average accounted to the Estimated Maximum Labor Time.
(4) Time estimate escalation based on comparable habitation-type, remodeling construction, percentage increase from the \$25,001 to \$50,000 tier to the \$50,001 to \$100,000 tier.

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 100% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:
Building Division \$208.91

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Single Family Residence - New Residential Construction - Habitable Valuation												
A. \$1.00 to \$500												
Time Associated with Inspection	1.00	1.00	1.00	\$ 209	\$ 209	\$ 209	\$24	\$24	\$24	11%	11%	11%
Time Associated with Plan Check	1.50	5.00	2.38	\$ 313	\$ 1,045	\$ 496	\$15	\$15	\$15	5%	1%	3%
B. \$501 to \$2,000												
Time Associated with Inspection	1.00	1.00	1.00	\$ 209	\$ 209	\$ 209	\$24	\$69	\$46	11%	33%	22%
Time Associated with Plan Check	1.50	5.00	2.38	\$ 313	\$ 1,045	\$ 496	\$16	\$45	\$30	5%	4%	6%
C. \$2,001 to \$25,000												
Time Associated with Inspection	2.50	2.50	2.50	\$ 522	\$ 522	\$ 522	\$69	\$391	\$230	13%	75%	44%
Time Associated with Plan Check	1.50	7.00	2.88	\$ 313	\$ 1,462	\$ 601	\$45	\$254	\$150	14%	17%	25%
D. \$25,001 to \$50,000												
Time Associated with Inspection	3.50	8.00	4.63	\$ 731	\$ 1,671	\$ 966	\$391	\$644	\$518	54%	39%	54%
Time Associated with Plan Check	2.50	8.00	3.88	\$ 522	\$ 1,671	\$ 810	\$254	\$418	\$336	49%	25%	42%
E. \$50,001 to \$100,000												
Time Associated with Inspection (4)	5.00	10.00	6.25	\$ 1,045	\$ 2,089	\$ 1,306	\$644	\$994	\$819	62%	48%	63%
Time Associated with Plan Check	3.50	14.00	6.13	\$ 731	\$ 2,925	\$ 1,280	\$418	\$646	\$532	57%	22%	42%
F. \$100,001 to \$500,000												
Time Associated with Inspection	20.00	30.00	22.50	\$ 4,178	\$ 6,267	\$ 4,700	\$994	\$3,234	\$2,114	24%	52%	45%
Time Associated with Plan Check	4.50	16.00	7.38	\$ 940	\$ 3,343	\$ 1,541	\$646	\$2,102	\$1,374	69%	63%	89%
G. \$500,001 to \$1,000,000												
Time Associated with Inspection	28.00	78.00	40.50	\$ 5,849	\$ 16,295	\$ 8,461	\$3,234	\$5,609	\$4,421	55%	34%	52%
Time Associated with Plan Check	8.50	28.00	13.38	\$ 1,776	\$ 5,849	\$ 2,794	\$2,102	\$3,646	\$2,874	118%	62%	103%
H. \$1,000,001 and up												
Time Associated with Inspection	36.00	86.00	48.50	\$ 7,521	\$ 17,966	\$ 10,132	\$5,609	\$5,608.75 for 1st \$1M plus \$3.65 each	varies	75%	varies	varies
Time Associated with Plan Check	16.50	41.00	22.63	\$ 3,447	\$ 8,565	\$ 4,727	\$3,646	\$3,645.69 for 1st \$1M plus \$2.37 each	varies	106%	varies	varies

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
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Fully-Burdened Hourly Rate:
Building Division \$208.91

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Single Family Residence - New Residential Construction - Non-Habitable Valuation												
I. \$1.00 to \$500												
Time Associated with Inspection	1.00	1.00	1.00	\$ 209	\$ 209	\$ 209	\$24	\$24	\$24	11%	11%	11%
Time Associated with Plan Check	1.00	4.50	1.88	\$ 209	\$ 940	\$ 392	\$15	\$15	\$15	7%	2%	4%
J. \$501 to \$2,000												
Time Associated with Inspection	1.00	1.00	1.00	\$ 209	\$ 209	\$ 209	\$24	\$69	\$46	11%	33%	22%
Time Associated with Plan Check	1.00	4.50	1.88	\$ 209	\$ 940	\$ 392	\$16	\$45	\$30	8%	5%	8%
K. \$2,001 to \$25,000												
Time Associated with Inspection	2.00	3.50	2.38	\$ 418	\$ 731	\$ 496	\$69	\$391	\$230	17%	54%	46%
Time Associated with Plan Check	1.00	6.00	2.25	\$ 209	\$ 1,253	\$ 470	\$45	\$254	\$150	22%	20%	32%
L. \$25,001 to \$50,000												
Time Associated with Inspection	4.00	8.00	5.00	\$ 836	\$ 1,671	\$ 1,045	\$391	\$644	\$518	47%	39%	50%
Time Associated with Plan Check	1.50	7.00	2.88	\$ 313	\$ 1,462	\$ 601	\$254	\$418	\$336	81%	29%	56%
M. \$50,001 to \$100,000												
Time Associated with Inspection (4)	6.00	14.00	8.00	\$ 1,253	\$ 2,925	\$ 1,671	\$644	\$994	\$819	51%	34%	49%
Time Associated with Plan Check	1.50	9.00	3.38	\$ 313	\$ 1,880	\$ 705	\$418	\$646	\$532	134%	34%	75%
N. \$100,001 to \$500,000												
Time Associated with Inspection	9.00	16.00	10.75	\$ 1,880	\$ 3,343	\$ 2,246	\$994	\$3,234	\$2,114	53%	97%	94%
Time Associated with Plan Check	2.50	11.00	4.63	\$ 522	\$ 2,298	\$ 966	\$646	\$2,102	\$1,374	124%	91%	142%
O. \$500,001 to \$1,000,000												
Time Associated with Inspection	11.00	21.00	13.50	\$ 2,298	\$ 4,387	\$ 2,820	\$3,234	\$5,609	\$4,421	141%	128%	157%
Time Associated with Plan Check	3.50	14.00	6.13	\$ 731	\$ 2,925	\$ 1,280	\$2,102	\$3,646	\$2,874	287%	125%	225%
P. \$1,000,001 and up												
Time Associated with Inspection	20.00	30.00	22.50	\$ 4,178	\$ 6,267	\$ 4,700	\$5,609	\$5,608.75 for 1st \$1M plus \$3.65 each	varies	134%	varies	varies
Time Associated with Plan Check	4.50	24.00	9.38	\$ 940	\$ 5,014	\$ 1,959	\$3,646	\$3,645.69 for 1st \$1M plus \$2.37 each	varies	388%	varies	varies

TOWN OF ATHERTON
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Building Division \$208.91

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Single Family Residence - Remodeling Residential Construction - Habitable Valuation												
Q. \$1.00 to \$500												
Time Associated with Inspection	1.00	1.00	1.00	\$ 209	\$ 209	\$ 209	\$24	\$24	\$24	11%	11%	11%
Time Associated with Plan Check	1.00	5.00	2.00	\$ 209	\$ 1,045	\$ 418	\$15	\$15	\$15	7%	1%	4%
R. \$501 to \$2,000												
Time Associated with Inspection	1.00	1.00	1.00	\$ 209	\$ 209	\$ 209	\$24	\$69	\$46	11%	33%	22%
Time Associated with Plan Check	1.00	5.50	2.13	\$ 209	\$ 1,149	\$ 444	\$16	\$45	\$30	8%	4%	7%
S. \$2,001 to \$25,000												
Time Associated with Inspection	2.50	2.50	2.50	\$ 522	\$ 522	\$ 522	\$69	\$391	\$230	13%	75%	44%
Time Associated with Plan Check	1.50	7.00	2.88	\$ 313	\$ 1,462	\$ 601	\$45	\$254	\$150	14%	17%	25%
T. \$25,001 to \$50,000												
Time Associated with Inspection	4.00	10.00	5.50	\$ 836	\$ 2,089	\$ 1,149	\$391	\$644	\$518	47%	31%	45%
Time Associated with Plan Check	1.50	8.00	3.13	\$ 313	\$ 1,671	\$ 653	\$254	\$418	\$336	81%	25%	52%
U. \$50,001 to \$100,000												
Time Associated with Inspection	6.00	12.00	7.50	\$ 1,253	\$ 2,507	\$ 1,567	\$644	\$994	\$819	51%	40%	52%
Time Associated with Plan Check	2.50	10.00	4.38	\$ 522	\$ 2,089	\$ 914	\$418	\$646	\$532	80%	31%	58%
V. \$100,001 to \$500,000												
Time Associated with Inspection	17.00	42.00	23.25	\$ 3,551	\$ 8,774	\$ 4,857	\$994	\$3,234	\$2,114	28%	37%	44%
Time Associated with Plan Check	6.50	24.00	10.88	\$ 1,358	\$ 5,014	\$ 2,272	\$646	\$2,102	\$1,374	48%	42%	60%
W. \$500,001 to \$1,000,000												
Time Associated with Inspection	21.00	53.00	29.00	\$ 4,387	\$ 11,072	\$ 6,058	\$3,234	\$5,609	\$4,421	74%	51%	73%
Time Associated with Plan Check	8.50	28.00	13.38	\$ 1,776	\$ 5,849	\$ 2,794	\$2,102	\$3,646	\$2,874	118%	62%	103%
X. \$1,000,001 and up												
Time Associated with Inspection	26.00	67.00	36.25	\$ 5,432	\$ 13,997	\$ 7,573	\$5,609	\$5,608.75 for 1st \$1M plus \$3.65 each	varies	103%	varies	varies
Time Associated with Plan Check	12.50	36.00	18.38	\$ 2,611	\$ 7,521	\$ 3,839	\$3,646	\$3,645.69 for 1st \$1M plus \$2.37 each	varies	140%	varies	varies

Fully-Burdened Hourly Rate:
Building Division \$208.91

Single Family Residence - Remodeling Residential Construction - Non-Habitable Valuation

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 100% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:
Building Division \$208.91

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Single Family Residence - Composite of All Construction Types												
A. \$1.00 to \$500												
Time Associated with Inspection	1.00	1.00	1.00	\$ 209	\$ 209	\$ 209	\$24	\$24	\$24	11%	11%	11%
Time Associated with Plan Check	1.13	4.88	2.06	\$ 235	\$ 1,018	\$ 431	\$15	\$15	\$15	6%	1%	4%
B. \$501 to \$2,000												
Time Associated with Inspection	1.00	1.00	1.00	\$ 209	\$ 209	\$ 209	\$24	\$69	\$46	11%	33%	22%
Time Associated with Plan Check	1.13	5.00	2.09	\$ 235	\$ 1,045	\$ 437	\$16	\$45	\$30	7%	4%	7%
C. \$2,001 to \$25,000												
Time Associated with Inspection	2.25	2.88	2.41	\$ 470	\$ 601	\$ 503	\$69	\$391	\$230	15%	65%	46%
Time Associated with Plan Check	1.25	6.50	2.56	\$ 261	\$ 1,358	\$ 535	\$45	\$254	\$150	17%	19%	28%
D. \$25,001 to \$50,000												
Time Associated with Inspection	3.75	7.50	4.69	\$ 783	\$ 1,567	\$ 979	\$391	\$644	\$518	50%	41%	53%
Time Associated with Plan Check	1.75	7.75	3.25	\$ 366	\$ 1,619	\$ 679	\$254	\$418	\$336	70%	26%	50%
E. \$50,001 to \$100,000												
Time Associated with Inspection	5.63	10.75	6.91	\$ 1,175	\$ 2,246	\$ 1,443	\$644	\$994	\$819	55%	44%	57%
Time Associated with Plan Check	2.25	10.75	4.38	\$ 470	\$ 2,246	\$ 914	\$418	\$646	\$532	89%	29%	58%
F. \$100,001 to \$500,000												
Time Associated with Inspection	13.75	26.00	16.81	\$ 2,873	\$ 5,432	\$ 3,512	\$994	\$3,234	\$2,114	35%	60%	60%
Time Associated with Plan Check	4.50	16.75	7.56	\$ 940	\$ 3,499	\$ 1,580	\$646	\$2,102	\$1,374	69%	60%	87%
G. \$500,001 to \$1,000,000												
Time Associated with Inspection	17.75	43.25	24.13	\$ 3,708	\$ 9,035	\$ 5,040	\$3,234	\$5,609	\$4,421	87%	62%	88%
Time Associated with Plan Check	6.25	23.50	10.56	\$ 1,306	\$ 4,909	\$ 2,207	\$2,102	\$3,646	\$2,874	161%	74%	130%
H. \$1,000,001 and up												
Time Associated with Inspection	27.33	61.00	35.75	\$ 5,710	\$ 12,744	\$ 7,469	\$5,609	\$5,608.75 for 1st \$1M plus \$3.65 each \$3,645.69 for 1st \$1M plus \$2.37 each	varies	98%	varies	varies
Time Associated with Plan Check	11.17	33.67	16.79	\$ 2,333	\$ 7,033	\$ 3,508	\$3,646		varies	156%	varies	varies

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 100% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:

Building Division	\$208.91

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
	Permitted Value of Construction											
New Habitable Construction	n/a	n/a	n/a	n/a	n/a	n/a	\$350 per square foot	\$350 per square foot	\$350 per square foot	n/a	n/a	n/a
Remodeled Habitable Construction	n/a	n/a	n/a	n/a	n/a	n/a	\$350 per square foot	\$350 per square foot	\$350 per square foot	n/a	n/a	n/a
New or Remodeled Non-Habitable Construction	n/a	n/a	n/a	n/a	n/a	n/a	\$250 per square foot	\$250 per square foot	\$250 per square foot	n/a	n/a	n/a
Other Building Fees												
Plumbing (Per Unit)	1.50	3.50	2.00	\$ 313	\$ 731	\$ 418	\$100	\$100	\$100	32%	14%	24%
Electrical (Per Unit)	1.50	3.50	2.00	\$ 313	\$ 731	\$ 418	\$100	\$100	\$100	32%	14%	24%
Mechanical (Per Unit)	1.50	3.50	2.00	\$ 313	\$ 731	\$ 418	\$100	\$100	\$100	32%	14%	24%
Demolition	2.50	6.00	3.38	\$ 522	\$ 1,253	\$ 705	\$200	\$200	\$200	38%	16%	28%
Landscape Screening	1.50	2.50	1.75	\$ 313	\$ 522	\$ 366	\$250	\$250	\$250	80%	48%	68%
Landscape Screening Plan Review	1.00	2.00	1.25	\$ 209	\$ 418	\$ 261	\$0	\$0	\$0	0%	0%	0%
Water Well	2.50	7.00	3.63	\$ 522	\$ 1,462	\$ 757	\$500	\$500	\$500	96%	34%	66%
Solar	2.00	8.00	3.50	\$ 418	\$ 1,671	\$ 731	\$250	\$250	\$250	60%	15%	34%
Heritage Tree Removal, First Tree			1.00	n/a	n/a	\$ 209	\$100	\$100	\$100	n/a	n/a	48%
Heritage Tree Removal (Additional Tree)			0.25	n/a	n/a	\$ 52	\$50	\$50	\$50	n/a	n/a	96%
Consultation Inspection	0.50	1.00	0.63	\$ 104	\$ 209	\$ 131	\$0	\$0	\$0	0%	0%	0%
Revision Fee				\$209 per hour	\$209 per hour	\$209 per hour	\$54 per hour	\$54 per hour	\$54 per hour	26%	26%	26%

Fully-Burdened Hourly Rate:
Building Division \$208.91

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Processing Address Change	No Time Estimates Provided			\$209 per hour or consultant costs	\$209 per hour or consultant costs	\$209 per hour or consultant costs	\$250	\$250	\$250	varies	varies	varies
Permit Search			0.17	n/a	n/a	\$ 35	\$20	\$20	\$20	n/a	n/a	57%
Processing Landscape Screening Deposit			1.00	n/a	n/a	\$ 209	\$0	\$0	\$0	n/a	n/a	0%
Processing Temporary Occupancy Deposit			1.00	n/a	n/a	\$ 209	\$0	\$0	\$0	n/a	n/a	0%
Processing Recycling Deposit			1.00	n/a	n/a	\$ 209	\$0	\$0	\$0	n/a	n/a	0%
Processing Utility Deposit			1.00	n/a	n/a	\$ 209	\$0	\$0	\$0	n/a	n/a	0%
Processing Road Deposit (Bond)			1.00	n/a	n/a	\$ 209	\$0	\$0	\$0	n/a	n/a	0%
Supplying After Hours Construction Permits (Building Dept Time Only)			0.25	n/a	n/a	\$ 52	See Police Dept schedule	See Police Dept schedule	See Police Dept schedule	Added to Police cost	Added to Police cost	Added to Police cost
Reviewing and Approving Special Events Application (Building Dept Time Only)			0.08	n/a	n/a	\$ 17	See Admin Dept schedule	See Admin Dept schedule	See Admin Dept schedule	Added to Admin cost	Added to Admin cost	Added to Admin cost
Grading and Drainage (Building Dept Time Only)	1.00	2.00	1.25	\$ 209	\$ 418	\$ 261	See Public Works Dept schedule	See Public Works Dept schedule	See Public Works Dept schedule	Add to Public Works cost	Add to Public Works cost	Add to Public Works cost
Pre-submittal Meetings	0.50	1.00	0.63	\$ 104	\$ 209	\$ 131	\$0	\$0	\$0	0%	0%	0%
Pre-construction meetings	1.00	2.00	1.25	\$ 209	\$ 418	\$ 261	\$0	\$0	\$0	0%	0%	0%
Arborist Services - Site Visits Not Related to Development Review			1.00	n/a	n/a	\$ 209	\$0	\$0	\$0	n/a	n/a	0%
Recycling Refund Review of Compliance	0.50	1.00	0.63	\$ 104	\$ 209	\$ 131	\$0	\$0	\$0	0%	0%	0%
Complaint Inspection/Investigation	1.00	2.00	1.25	\$ 209	\$ 418	\$ 261	\$0	\$0	\$0	0%	0%	0%

Fully-Burdened Hourly Rate:
Building Division \$208.91

SMIP Fee												
SMIP - Residential (California Department of Conservation Mandated Fee)	n/a	n/a	n/a	n/a	n/a	n/a	Valuation Amount X 0.0001	Valuation Amount X 0.0001	Valuation Amount X 0.0001	n/a	n/a	n/a
SMIP - Commercial (California Department of Conservation Mandated Fee)	n/a	n/a	n/a	n/a	n/a	n/a	Valuation Amount X 0.00021	Valuation Amount X 0.00021	Valuation Amount X 0.00021	n/a	n/a	n/a

TOWN OF ATHERTON
BUILDING DEPARTMENT
User Fee Study
Estimation of 100% of Average Cost of Providing Activities and Services

Fully-Burdened Hourly Rate:

Building Division	\$208.91

Activity	Estimated Minimum Labor Time Per Unit (hours) (1)	Estimated Maximum Labor Time Per Unit (hours) (2)	Estimated Average/Weighted Average Labor Time Per Unit (hours) (3)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Minimum Fee	Current Maximum Fee	Average Fee or Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Building Standards Administration Special Revolving Fund (Senate Bill No. 1473 State Mandated)												
Permit Valuation												
\$1-25,000	n/a	n/a	n/a	n/a	n/a	n/a	\$1	\$1	\$1	n/a	n/a	n/a
\$25,001-50,000	n/a	n/a	n/a	n/a	n/a	n/a	\$2	\$2	\$2	n/a	n/a	n/a
\$50,001-75,000	n/a	n/a	n/a	n/a	n/a	n/a	\$3	\$3	\$3	n/a	n/a	n/a
\$75,001-100,000	n/a	n/a	n/a	n/a	n/a	n/a	\$4	\$4	\$4	n/a	n/a	n/a
Every \$25,000 or fraction thereof above \$100,000	n/a	n/a	n/a	n/a	n/a	n/a	Add \$1	Add \$1	Add \$1	n/a	n/a	n/a

(1) Estimated minimum labor time for time associated with plan check includes between 30 minutes and 1 hour of administrative time spent by the permit technician.

(2) Estimated maximum labor time for time associated with plan check includes 4 hours of administrative time spent by the permit technician.

(3) This average is weighted to favor the Estimated Minimum Labor Time as 75% of the average, with the remaining 25% of the weighted average accounted to the Estimated Maximum Labor Time.

(4) Time estimate escalation based on comparable habitation-type, remodeling construction, percentage increase from the \$25,001 to \$50,000 tier to the \$50,001 to \$100,000 tier.

EXHIBIT F-3

Activity Costs of Service Planning Activities

TOWN OF ATHERTON
PLANNING DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Activity	Estimated Minimum Planning Labor Time Per Unit (hours)	Estimated Building Labor Time Per Unit (hours)	Minimum Cost of Service	Current Fee	Current Cost Recovery Percentage
Fully-Burdened Hourly Rate	\$163.22	\$165.20			
PLANNING DEPARTMENT FEES					
Conditional Use Permit	10.00	2.00	\$ 1,962.56	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	May Be Less Than 100%
Variance	12.00	2.00	\$ 2,289.00	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	May Be Less Than 100%
Heritage Tree Removal Permit	10.00	4.00	\$ 2,292.97	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	May Be Less Than 100%
Exception Review	10.00	2.00	\$ 1,962.56	Billed Per Hour with \$1,500 Minimum Plus \$1,000 Deposit	May Be Less Than 100%
Excessive Height	10.00	2.00	\$ 1,962.56	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	May Be Less Than 100%
Lot Line Redesignation	12.00	2.00	\$ 2,289.00	Billed Per Hour with \$1,500 Minimum Plus \$1,000 Deposit	May Be Less Than 100%
Lot Line Adjustment	8.00	2.00	\$ 1,636.13	Billed Per Hour with \$2,500 Minimum Plus \$1,000 Deposit	May Be Greater Than 100%
Tentative Parcel Map	12.00	2.00	\$ 2,289.00	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	May Be Greater Than 100%
Final Parcel Map	6.00	2.00	\$ 1,309.70	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	May Be Greater Than 100%
Appeal	8.00	2.00	\$ 1,636.13	\$750	May Be Less Than 100%
School Master Plan	6.00	2.00	\$ 1,309.70	\$750	May Be Less Than 100%

TOWN OF ATHERTON
 PLANNING DEPARTMENT
 User Fee Study
 Estimation of Average Cost of Providing Activities and Services

Activity	Estimated Minimum Planning Labor Time Per Unit (hours)	Estimated Building Labor Time Per Unit (hours)	Minimum Cost of Service	Current Fee	Current Cost Recovery Percentage
Initial Review / Negative Declaration	20.00	2.00	\$ 3,594.72	Billed Per Hour with \$2,500 Minimum Plus \$1,000 Deposit	May Be Less Than 100%
Zoning Ordinance Amendment	20.00	2.00	\$ 3,594.72	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	May Be Less Than 100%
General Plan Amendment	20.00	2.00	\$ 3,594.72	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	May Be Less Than 100%
Zoning Review for Home Occupation Business	0.50	0.00	\$ 81.61	\$100	82%
Reviewing and Approving Special Events Application	0.25	0.00	\$ 40.80	See Admin Dept Schedule	
Pre-Application Review	1.00	0.00	\$ 163.22	\$0	0%
Street Easement Vacation				\$1,000	Varies
Proposed Fees					
Zoning Compliance Review of Building Permits	8.00		~~\$ 1,305.73~~		
Initial Review (2 reviews for fee price, then hourly)					
a. Fence	0.50	0.50	\$ 164.21	\$0	0%
b. Accessory Structures (includes pools)	1.00	1.00	\$ 328.42	\$0	0%
c. Accessory Buildings	3.00	1.00	\$ 654.85	\$0	0%
d. Additions	4.00	1.00	\$ 818.07	\$0	0%
e. New Construction	7.00	1.00	\$ 1,307.71	\$0	0%
Revisions to Previously Approved Plans			\$163 per hour	\$0	0%
Historical Artifact Assessment	10.00	2.00	\$ 1,962.56	\$0	

EXHIBIT F-4

Activity Costs of Service Parks Activities

TOWN OF ATHERTON
PARKS PROGRAM DIVISION OF PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Fully-Burdened Rate - Facilities Only	Program Director			Facility Maintenance Staff			Temporary Staff										
	\$272.30			\$255.83			\$121.87										
	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)		Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee
Activity																	
PARKS PROGRAM FEES																	
Weddings/Receptions or Social Functions																	
A. If Only One Building is Being Rented																	
1. Time Spent by Staff on Any Pre-Wedding/Function Preparation																	
1 - 100 Guests	1.00	3.00	2.00	1.00	2.00	2.00		1.00	2.00	2.00	\$ 650.00	\$ 1,572.29	\$ 1,299.99				
101 - 200 Guests	1.00	3.00	2.00	1.00	2.00	2.00		1.00	2.00	2.00	\$ 650.00	\$ 1,572.29	\$ 1,299.99				
2. Time Spent By Staff for Wedding/Function Setup.																	
1 - 100 Guests	1.00	2.00	1.00	1.00	2.00	2.00		1.00	2.00	2.00	\$ 650.00	\$ 1,299.99	\$ 1,027.70				
101 - 200 Guests	1.00	2.00	1.00	1.00	3.00	3.00		2.00	3.00	3.00	\$ 771.86	\$ 1,677.69	\$ 1,405.40				
3. Time Spent by Staff on Wedding/Function Clean-Up/Teardown.																	
1 - 100 Guests	0.08	0.25	0.17	1.00	2.00	2.00		1.00	2.00	2.00	\$ 400.39	\$ 823.47	\$ 800.78				
101 - 200 Guests	0.08	0.25	0.17	1.00	3.00	3.00		2.00	3.00	3.00	\$ 522.26	\$ 1,201.17	\$ 1,178.48				
Totals																	
1 - 100 Guests	2.08	5.25	3.17	3.00	6.00	6.00		3.00	6.00	6.00	\$ 1,700.38	\$ 3,695.76	\$ 3,128.47	\$1,500 Resident, \$1,750 Non-Resident	88% Resident, 103% Non-Resident	41% Resident, 47% Non-Resident	48% Resident, 56% Non-Resident
101 - 200 Guests	2.08	5.25	3.17	3.00	8.00	8.00		5.00	8.00	8.00	\$ 1,944.12	\$ 4,451.15	\$ 3,883.87	\$1,750 Resident, \$2,000 Non-Resident	90% Resident, 103% Non-Resident	39% Resident, 45% Non-Resident	45% Resident, 51% Non-Resident

TOWN OF ATHERTON
PARKS PROGRAM DIVISION OF PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Fully-Burdened Rate - Facilities Only	Program Director			Facility Maintenance Staff			Temporary Staff											
	\$272.30			\$255.83			\$121.87											
	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)		Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee	
Activity																		
PARKS PROGRAM FEES																		
Weddings/Receptions or Social Functions																		
B. If Two Buildings are Being Rented																		
1. Time Spent by Staff on Any Pre-Wedding/Function Preparation																		
1 - 100 Guests	1.00	3.00	2.00	1.00	3.00	3.00		1.00	2.00	2.00	\$ 650.00	\$ 1,828.12	\$ 1,555.83					
101 - 200 Guests	1.00	3.00	2.00	2.00	4.00	4.00		1.00	2.00	2.00	\$ 905.83	\$ 2,083.96	\$ 1,811.66					
2. Time Spent By Staff for Wedding/Function Setup.																		
1 - 100 Guests	1.00	2.00	1.00	1.00	2.00	2.00		1.00	2.00	2.00	\$ 650.00	\$ 1,299.99	\$ 1,027.70					
101 - 200 Guests	1.00	2.00	1.00	1.00	3.00	3.00		2.00	3.00	3.00	\$ 771.86	\$ 1,677.69	\$ 1,405.40					
3. Time Spent by Staff on Wedding/Function Clean-Up/Teardown.																		
1 - 100 Guests	0.17	0.17	0.17	1.00	2.00	2.00		1.00	2.00	2.00	\$ 423.08	\$ 800.78	\$ 800.78					
101 - 200 Guests	0.17	0.17	0.17	1.00	3.00	3.00		2.00	3.00	3.00	\$ 544.95	\$ 1,178.48	\$ 1,178.48					
Totals																		
1 - 100 Guests	2.17	5.17	3.17	3.00	7.00	7.00		3.00	6.00	6.00	\$ 1,723.08	\$ 3,928.90	\$ 3,384.30	\$3,000 Resident, \$3,500 Non-Resident	174% Resident, 203% Non-Resident	76% Resident, 89% Non-Resident	89% Resident, 103% Non-Resident	
101 - 200 Guests	2.17	5.17	3.17	4.00	10.00	10.00		5.00	8.00	8.00	\$ 2,222.64	\$ 4,940.13	\$ 4,395.54	\$3,500 Resident, \$4,000 Non-Resident	157% Resident, 180% Non-Resident	71% Resident, 81% Non-Resident	80% Resident, 91% Non-Resident	

TOWN OF ATHERTON
PARKS PROGRAM DIVISION OF PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Fully-Burdened Rate - Facilities Only	Program Director			Facility Maintenance Staff			Temporary Staff										
	\$272.30			\$255.83			\$121.87										
	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee	
Activity																	
PARKS PROGRAM FEES																	
Meetings																	
1. Time Spent by Staff on Any Pre-Event/Meeting Preparation																	
The Main House																	
Half Day	0.33	0.67	0.50	1.00	2.00	2.00	1.00	2.00	2.00	\$ 468.47	\$ 936.93	\$ 891.55					
Full Day/Evening and Weekends	0.33	0.67	0.50	1.00	2.00	2.00	1.00	2.00	2.00	\$ 468.47	\$ 936.93	\$ 891.55					
Carriage House																	
Half Day	0.33	0.67	0.50	1.00	2.00	2.00	1.00	2.00	2.00	\$ 468.47	\$ 936.93	\$ 891.55					
Full Day/Evening and Weekends	0.33	0.67	0.50	1.00	2.00	2.00	1.00	2.00	2.00	\$ 468.47	\$ 936.93	\$ 891.55					
Jennings Pavilion																	
1 - 100 Guests																	
Half Day	0.33	1.00	0.50	1.00	2.00	2.00	1.00	2.00	2.00	\$ 468.47	\$ 1,027.70	\$ 891.55					
Full Day/Evening and Weekends	0.33	1.00	0.50	1.00	2.00	2.00	1.00	2.00	2.00	\$ 468.47	\$ 1,027.70	\$ 891.55					
101 - 200 Guests																	
Half Day	0.33	1.00	0.50	2.00	3.00	3.00	1.00	2.00	2.00	\$ 724.30	\$ 1,283.53	\$ 1,147.38					
Full Day/Evening and Weekends	0.33	1.00	0.50	2.00	3.00	3.00	1.00	2.00	2.00	\$ 724.30	\$ 1,283.53	\$ 1,147.38					

TOWN OF ATHERTON
PARKS PROGRAM DIVISION OF PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Fully-Burdened Rate - Facilities Only	Program Director			Facility Maintenance Staff			Temporary Staff										
	\$272.30			\$255.83			\$121.87										
	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee	
Activity																	
PARKS PROGRAM FEES																	
Meetings																	
2. Time Spent By Staff for Event/Meeting Setup.																	
The Main House																	
Half Day	0.17	0.50	0.33	1.00	2.00	2.00	1.00	2.00	2.00	\$ 423.08	\$ 891.55	\$ 846.17					
Full Day/Evening and Weekends	0.17	0.50	0.33	1.00	2.00	2.00	1.00	2.00	2.00	\$ 423.08	\$ 891.55	\$ 846.17					
Carriage House																	
Half Day	0.17	0.50	0.33	1.00	2.00	2.00	1.00	2.00	2.00	\$ 423.08	\$ 891.55	\$ 846.17					
Full Day/Evening and Weekends	0.17	0.50	0.33	1.00	2.00	2.00	1.00	2.00	2.00	\$ 423.08	\$ 891.55	\$ 846.17					
Jennings Pavilion																	
1 - 100 Guests																	
Half Day	0.33	0.67	0.50	1.00	2.00	2.00	1.00	2.00	2.00	\$ 468.47	\$ 936.93	\$ 891.55					
Full Day/Evening and Weekends	0.33	0.67	0.50	1.00	2.00	2.00	1.00	2.00	2.00	\$ 468.47	\$ 936.93	\$ 891.55					
101 - 200 Guests																	
Half Day	0.33	0.67	0.50	2.00	3.00	3.00	2.00	3.00	3.00	\$ 846.17	\$ 1,314.63	\$ 1,269.25					
Full Day/Evening and Weekends	0.33	0.67	0.50	2.00	3.00	3.00	2.00	3.00	3.00	\$ 846.17	\$ 1,314.63	\$ 1,269.25					

TOWN OF ATHERTON
PARKS PROGRAM DIVISION OF PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Fully-Burdened Rate - Facilities Only	Program Director			Facility Maintenance Staff			Temporary Staff										
	\$272.30			\$255.83			\$121.87										
	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee	
Activity																	
PARKS PROGRAM FEES																	
Meetings																	
3. Time Spent by Staff on Event Clean-Up/Teardown.																	
The Main House																	
Half Day	0.00	0.00	0.00	1.00	2.00	2.00	1.00	2.00	2.00	\$ 377.70	\$ 755.40	\$ 755.40					
Full Day/Evening and Weekends	0.00	0.00	0.00	1.00	2.00	2.00	1.00	2.00	2.00	\$ 377.70	\$ 755.40	\$ 755.40					
Carriage House																	
Half Day	0.00	0.00	0.00	1.00	2.00	2.00	1.00	2.00	2.00	\$ 377.70	\$ 755.40	\$ 755.40					
Full Day/Evening and Weekends	0.00	0.00	0.00	1.00	2.00	2.00	1.00	2.00	2.00	\$ 377.70	\$ 755.40	\$ 755.40					
Jennings Pavilion																	
1 - 100 Guests																	
Half Day	0.00	0.00	0.00	1.00	2.00	2.00	1.00	2.00	2.00	\$ 377.70	\$ 755.40	\$ 755.40					
Full Day/Evening and Weekends	0.00	0.00	0.00	1.00	2.00	2.00	1.00	2.00	2.00	\$ 377.70	\$ 755.40	\$ 755.40					
101 - 200 Guests																	
Half Day	0.00	0.00	0.00	2.00	3.00	3.00	2.00	3.00	3.00	\$ 755.40	\$ 1,133.10	\$ 1,133.10					
Full Day/Evening and Weekends	0.00	0.00	0.00	2.00	3.00	3.00	2.00	3.00	3.00	\$ 755.40	\$ 1,133.10	\$ 1,133.10					

TOWN OF ATHERTON
PARKS PROGRAM DIVISION OF PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Fully-Burdened Rate - Facilities Only	Program Director			Facility Maintenance Staff			Temporary Staff										
	\$272.30			\$255.83			\$121.87										
	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee	
Activity																	
PARKS PROGRAM FEES																	
Meetings																	
Totals																	
The Main House																	
Half Day	0.50	1.17	0.83	3.00	6.00	6.00	3.00	6.00	6.00	\$ 1,269.25	\$ 2,583.88	\$ 2,493.11	\$200	16%	8%	8%	
Full Day/Evening and Weekends	0.50	1.17	0.83	3.00	6.00	6.00	3.00	6.00	6.00	\$ 1,269.25	\$ 2,583.88	\$ 2,493.11	\$300 + \$25/hr.	varies	varies	varies	
Carriage House																	
Half Day	0.50	1.17	0.83	3.00	6.00	6.00	3.00	6.00	6.00	\$ 1,269.25	\$ 2,583.88	\$ 2,493.11	\$200	16%	8%	8%	
Full Day/Evening and Weekends	0.50	1.17	0.83	3.00	6.00	6.00	3.00	6.00	6.00	\$ 1,269.25	\$ 2,583.88	\$ 2,493.11	\$250 + \$25/hr.	varies	varies	varies	
Jennings Pavilion																	
1 - 100 Guests																	
Half Day	0.67	1.67	1.00	3.00	6.00	6.00	3.00	6.00	6.00	\$ 1,314.63	\$ 2,720.03	\$ 2,538.50	\$300	23%	11%	12%	
Full Day/Evening and Weekends	0.67	1.67	1.00	3.00	6.00	6.00	3.00	6.00	6.00	\$ 1,314.63	\$ 2,720.03	\$ 2,538.50	\$400 + \$25/hr.	varies	varies	varies	
101 - 200 Guests																	
Half Day	0.67	1.67	1.00	6.00	9.00	9.00	5.00	8.00	8.00	\$ 2,325.86	\$ 3,731.26	\$ 3,549.73	\$400	17%	11%	11%	
Full Day/Evening and Weekends	0.67	1.67	1.00	6.00	9.00	9.00	5.00	8.00	8.00	\$ 2,325.86	\$ 3,731.26	\$ 3,549.73	\$500 + \$50/hr.	varies	varies	varies	

TOWN OF ATHERTON
PARKS PROGRAM DIVISION OF PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Fully-Burdened Rate - Facilities Only	Program Director			Facility Maintenance Staff			Temporary Staff										
	\$272.30			\$255.83			\$121.87										
	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Minimum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Maximum Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate Compared to Average Fee	
Activity																	
PARKS PROGRAM FEES																	
Other																	
1. Day Use Permit Processing and Monitoring	0.00	0.00	0.00	0.00	0.00	0.00		1.00	1.00	1.00	\$122 per hour	\$122 per hour	\$122 per hour	\$25 per day	varies	varies	varies

EXHIBIT F-5

Activity Costs of Service Public Works Activities

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

	Engineering Staff							
Activity	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
Fully-Burdened Hourly Rate	\$199.77							
PUBLIC WORKS DEPARTMENT FEES								
1. Encroachment Permits								
Driveway Connection to Street - Asphalt/Pavers:								
Without Driveway Culvert								
i. Application	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66		
ii. Plan Check	0.50	4.00	2.00	\$ 99.89	\$ 799.10	\$ 399.55		
iii. Inspection	2.50	4.50	3.00	\$ 499.44	\$ 898.99	\$ 599.32		
Subtotal - Standard Inspection:	4.00	10.50	6.50	\$ 799.10	\$ 2,097.63	\$ 1,298.53	\$550	42%
iv. Additional Plan Check	0.50	4.00	2.00	\$ 99.89	\$ 799.10	\$ 399.55		
v. Additional Inspection	1.00	1.00	1.00	\$ 199.77	\$ 199.77	\$ 199.77		
With Driveway Culvert								
i. Application	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66		
ii. Plan Check	1.00	4.00	2.50	\$ 199.77	\$ 799.10	\$ 499.44		
iii. Inspection	3.50	5.50	4.00	\$ 699.21	\$ 1,098.76	\$ 799.10		
Total:	5.50	11.50	8.00	\$ 1,098.76	\$ 2,297.41	\$ 1,598.20	\$750	47%
iv. Additional Plan Check	1.00	4.00	2.50	\$ 199.77	\$ 799.10	\$ 499.44		
v. Additional Inspection	1.00	1.00	1.00	\$ 199.77	\$ 199.77	\$ 199.77		

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

	Engineering Staff							
Activity	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
Fully-Burdened Hourly Rate	\$199.77							
PUBLIC WORKS DEPARTMENT FEES								
Driveway Connection to Street - Concrete:								
Without Driveway Culvert								
i. Application	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66		
ii. Plan Check	1.00	4.00	2.50	\$ 199.77	\$ 799.10	\$ 499.44		
iii. Inspection	3.00	5.00	4.00	\$ 599.32	\$ 998.87	\$ 799.10		
Subtotal - Standard Inspection:	5.00	11.00	8.00	\$ 998.87	\$ 2,197.52	\$ 1,598.20	\$550	34%
iv. Additional Plan Check	1.00	4.00	2.50	\$ 199.77	\$ 799.10	\$ 499.44		
v. Additional Inspection	1.00	1.00	1.00	\$ 199.77	\$ 199.77	\$ 199.77		
With Driveway Culvert								
i. Application	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66		
ii. Plan Check	1.00	4.00	2.50	\$ 199.77	\$ 799.10	\$ 499.44		
iii. Inspection	4.00	6.00	5.00	\$ 799.10	\$ 1,198.65	\$ 998.87		
Subtotal - Standard Inspection:	6.00	12.00	9.00	\$ 1,198.65	\$ 2,397.30	\$ 1,797.97	\$750	42%
iv. Additional Plan Check	1.00	4.00	2.50	\$ 199.77	\$ 799.10	\$ 499.44		
v. Additional Inspection	1.00	1.00	1.00	\$ 199.77	\$ 199.77	\$ 199.77		

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

	Engineering Staff							
Activity	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
Fully-Burdened Hourly Rate	\$199.77							
PUBLIC WORKS DEPARTMENT FEES								
ROW Landscaping, Fence, Etc.								
i. Application	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66	\$550	61%
ii. Plan Check	0.50	1.50	1.00	\$ 99.89	\$ 299.66	\$ 199.77		
iii. Inspection	1.00	3.00	2.00	\$ 199.77	\$ 599.32	\$ 399.55		
Total:	2.50	6.50	4.50	\$ 499.44	\$ 1,298.53	\$ 898.99		
iv. Additional Plan Check	0.50	1.50	1.00	\$ 99.89	\$ 299.66	\$ 199.77		
v. Additional Inspection	1.00	1.00	1.00	\$ 199.77	\$ 199.77	\$ 199.77		
Connection to Storm Drain or Atherton Channel								
a. Open Cut in Pavement								
i. Application (Per Application)	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66	\$550 + Utility Lateral Fee where in the street	
ii. Plan Check (Per Application)	2.00	4.00	3.00	\$ 399.55	\$ 799.10	\$ 599.32		
Subtotal Per Application:	3.00	6.00	4.50	\$ 599.32	\$ 1,198.65	\$ 898.99		
iii. Inspection (Per Linear Foot) - Note: Assumes 6 hours for 25 linear feet			0.24	n/a	n/a	\$ 47.95		
Subtotal Per Inspection:			0.24	n/a	n/a	\$ 47.95		
Total:				\$599 plus \$48 per LF	\$1,199 plus \$48 per LF	\$899 plus \$48 per LF		
iv. Additional Plan Check	2.00	4.00	3.00	\$ 399.55	\$ 799.10	\$ 599.32		
v. Additional Inspection (Per Linear Foot)	0.05	0.05	0.05	\$ 9.59	\$ 9.59	\$ 9.59		

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

	Engineering Staff							
Activity	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
Fully-Burdened Hourly Rate	\$199.77							
PUBLIC WORKS DEPARTMENT FEES								
Connection to Storm Drain or Atherton Channel, cont...								
b. Open Cut Outside Pavement								
i. Application (Per Application)	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66		
ii. Plan Check (Per Application)	2.00	4.00	3.00	\$ 399.55	\$ 799.10	\$ 599.32		
Subtotal Per Application:	3.00	6.00	4.50	\$ 599.32	\$ 1,198.65	\$ 898.99		
iii. Inspection (Per Linear Foot) - Note: Assumes 3.5 hours for 25 linear feet			0.14			\$ 27.97		
Subtotal Per Inspection:			0.14	n/a	n/a	\$ 27.97		
Total:				\$599 plus \$28 per LF	\$1,199 plus \$28 per LF	\$899 plus \$28 per LF	\$550	
iv. Additional Plan Check	2.00	4.00	3.00	\$ 399.55	\$ 799.10	\$ 599.32		
v. Additional Inspection (Per Linear Foot)	0.04	0.04	0.04	\$ 6.99	\$ 6.99	\$ 6.99		

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

	Engineering Staff							
Activity	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
Fully-Burdened Hourly Rate	\$199.77							
PUBLIC WORKS DEPARTMENT FEES								
Connection to Storm Drain or Atherton Channel, cont...								
c. Bored Pit								
i. Application (Per Application)	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66	\$550 + Utility Lateral Fee where in the street	Flat Fee, plus per pit fee
ii. Plan Check (Per Application)	2.00	4.00	3.00	\$ 399.55	\$ 799.10	\$ 599.32		
Subtotal Per Application:	3.00	6.00	4.50	\$ 599.32	\$ 1,198.65	\$ 898.99		
iii. Inspections (Per pit)								
a. In Pavement			6.00	n/a	n/a	\$ 1,198.65		Flat Fee, plus per pit fee
b. Outside Pavement			3.50	n/a	n/a	\$ 699.21		Flat Fee, plus per pit fee
iv. Additional Plan Check	2.00	4.00	3.00	\$ 399.55	\$ 799.10	\$ 599.32		
v. Additional Inspection (Per pit)								
a. In Pavement			1.20	n/a	n/a	\$ 239.73		
b. Outside Pavement			0.88	n/a	n/a	\$ 174.80		

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

	Engineering Staff								
Activity	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate	
Fully-Burdened Hourly Rate	\$199.77								
PUBLIC WORKS DEPARTMENT FEES									
Utility Connect/Disconnect:									
a. Open Cut in Pavement									
i. Application (Per Application)	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66	\$10/Ln. Ft. \$550 min.		
ii. Plan Check (Per Application)	1.00	3.00	2.00	\$ 199.77	\$ 599.32	\$ 399.55			
Subtotal Per Application:	2.00	5.00	3.50	\$ 399.55	\$ 998.87	\$ 699.21			
iii. Inspection (Per Linear Foot) - Note: Assumes 4.5 hours for 25 linear feet			0.18	n/a	n/a	\$ 35.96			
Subtotal Per Inspection:			0.18	n/a	n/a	\$ 35.96			
Total:				\$400 plus \$36 per LF	\$999 plus \$36 per LF	\$699 plus \$36 per LF			
iv. Additional Plan Check	1.00	3.00	2.00	\$ 199.77	\$ 599.32	\$ 399.55			
v. Additional Inspection (Per Linear Foot)	0.03	0.03	0.03	\$ 5.14	\$ 5.14	\$ 5.14			
b. Open Cut Outside Pavement									
i. Application (Per Application)	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66	\$10/Ln. Ft. \$550 min.		
ii. Plan Check (Per Application)	1.00	3.00	2.00	\$ 199.77	\$ 599.32	\$ 399.55			
Subtotal Per Application:	2.00	5.00	3.50	\$ 399.55	\$ 998.87	\$ 699.21			
iii. Inspection (Per Linear Foot) - Note: Assumes 3 hours for 25 linear feet			0.12	n/a	n/a	\$ 23.97			
Subtotal Per Inspection:			0.12	n/a	n/a	\$ 23.97			
Total:				\$400 plus \$24 per LF	\$999 plus \$24 per LF	\$699 plus \$24 per LF			
iv. Additional Plan Check	1.00	3.00	2.00	\$ 199.77	\$ 599.32	\$ 399.55			
v. Additional Inspection (Per Linear Foot)	0.02	0.02	0.02	\$ 4.00	\$ 4.00	\$ 4.00			

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

	Engineering Staff							
Activity	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
Fully-Burdened Hourly Rate	\$199.77							
PUBLIC WORKS DEPARTMENT FEES								
Utility Connect/Disconnect, cont....:								
c. Bored Pit/Trench								
i. Application (Per Application)	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66		
ii. Plan Check (Per Application)	1.00	3.00	2.00	\$ 199.77	\$ 599.32	\$ 399.55		
Subtotal Per Application:			3.50	n/a	n/a	\$ 699.21	\$550	Flat Fee, plus per pit fee
iii. Inspections (per pit)								
1. In-Pavement								
b. Bored Pit			4.50	n/a	n/a	\$ 898.99		Flat Fee, plus per pit fee
2. Outside Pavement								
b. Bored Pit			2.50	n/a	n/a	\$ 499.44		Flat Fee, plus per pit fee
iv. Additional Plan Check	1.00	3.00	2.00	\$ 199.77	\$ 599.32	\$ 399.55		
v. Additional Inspection (Per pit)								
a. In Pavement			0.64	n/a	n/a	\$ 128.43		
b. Outside Pavement			0.42	n/a	n/a	\$ 83.24		

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

	Engineering Staff								
Activity	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)		Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
Fully-Burdened Hourly Rate	\$199.77								
PUBLIC WORKS DEPARTMENT FEES									
Utility Main:									
a. Open Cut in Pavement									
i. Application (Per Application)	1.00	2.00	1.50		\$ 199.77	\$ 399.55	\$ 299.66	3% of Value, plus \$10/Ln. Ft. \$550 min.	
ii. Plan Check (Per Application)	2.00	8.00	5.00		\$ 399.55	\$ 1,598.20	\$ 998.87		
Subtotal Per Application:	3.00	10.00	6.50		\$ 599.32	\$ 1,997.75	\$ 1,298.53		
iii. Inspection (Per Linear Foot)	0.08	0.32	0.20		\$ 15.98	\$ 63.93	\$ 39.95		
Subtotal Per Inspection:	0.08	0.32	0.20		\$ 15.98	\$ 63.93	\$ 39.95		
Total:					\$599 plus \$16 per LF	\$1,998 plus \$64 per LF	\$1,299 plus \$40 per LF		
iv. Additional Plan Check	2.00	8.00	5.00		\$ 399.55	\$ 1,598.20	\$ 998.87		
v. Additional Inspection (Per Linear Foot)	0.03	0.03	0.03		\$ 5.71	\$ 5.71	\$ 5.71		
b. Open Cut Outside Pavement									
i. Application (Per Application)	1.00	2.00	1.50		\$ 199.77	\$ 399.55	\$ 299.66	3% of Value, plus \$10/Ln. Ft. \$550 min.	
ii. Plan Check (Per Application)	2.00	8.00	5.00		\$ 399.55	\$ 1,598.20	\$ 998.87		
Subtotal Per Application:	3.00	10.00	6.50		\$ 599.32	\$ 1,997.75	\$ 1,298.53		
iii. Inspection (Per Linear Foot)	0.05	0.21	0.13		\$ 10.66	\$ 42.62	\$ 26.64		
Subtotal Per Inspection:	0.05	0.21	0.13		\$ 10.66	\$ 42.62	\$ 26.64		
Total:					\$599 plus \$11 per LF	\$1,998 plus \$43 per LF	\$1,299 plus \$27 per LF		
iv. Additional Plan Check	2.00	8.00	5.00		\$ 399.55	\$ 1,598.20	\$ 998.87		
v. Additional Inspection (Per Linear Foot)	0.02	0.02	0.02		\$ 4.44	\$ 4.44	\$ 4.44		

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

	Engineering Staff								
Activity	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate	
Fully-Burdened Hourly Rate	\$199.77								
PUBLIC WORKS DEPARTMENT FEES									
Utility Main, cont...:									
c. Bored - Pit in Pavement									
i. Application (Per Application)	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66	3% of Value, plus \$1,000 per pit		
ii. Plan Check (Per Application)	2.00	8.00	5.00	\$ 399.55	\$ 1,598.20	\$ 998.87			
iii. Inspection (Per Pit)	2.00	8.00	5.00	\$ 399.55	\$ 1,598.20	\$ 998.87			
Total:	5.00	18.00	11.50	\$ 998.87	\$ 3,595.94	\$ 2,297.41			
iv. Additional Plan Check	2.00	8.00	5.00	\$ 399.55	\$ 1,598.20	\$ 998.87			
v. Additional Inspection (Per pit)			0.71	n/a	n/a	\$ 142.70			
d. Bored - Pit Outside Pavement									
i. Application (Per Application)	1.00	2.00	1.50	\$ 199.77	\$ 399.55	\$ 299.66	3% of Value, plus \$1,000 per pit		
ii. Plan Check (Per Application)	2.00	8.00	5.00	\$ 399.55	\$ 1,598.20	\$ 998.87			
iii. Inspection (Time Per Pit)	2.00	6.00	3.00	\$ 399.55	\$ 1,198.65	\$ 599.32			
Total:	5.00	16.00	9.50	\$ 998.87	\$ 3,196.39	\$ 1,897.86			
iv. Additional Plan Check	2.00	8.00	5.00	\$ 399.55	\$ 1,598.20	\$ 998.87			
v. Additional Inspection (Per pit)			0.50	n/a	n/a	\$ 99.89			
Telecommunication Installation Permit			0.50	n/a	n/a	\$ 99.89	\$0	0%	

TOWN OF ATHERTON
PUBLIC WORKS DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

	Engineering Staff								
Activity	Estimated Minimum Labor Time Per Unit (hours)	Estimated Maximum Labor Time Per Unit (hours)	Estimated Average Labor Time Per Unit (hours)		Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
Fully-Burdened Hourly Rate	\$199.77								
PUBLIC WORKS DEPARTMENT FEES									
2. Property Improvement Permits and Reviews									
Grading and Drainage	bill hourly	bill hourly	bill hourly		\$200 per hr	\$200 per hr	\$200 per hr	\$2,000	varies
Detention System Annual Report Filing			0.60		n/a	n/a	\$ 119.86	\$0	0%
Detention System Annual Report - Submittals Out of Compliance	1.00	2.00	1.50		\$ 199.77	\$ 399.55	\$ 299.66	\$0	0%
3. Other									
Reviewing and Approving Special Events Application (Public Works Dept Time Only)			0.08		n/a	n/a	\$ 16.65	See Admin Dept. Fee Schedule	n/a
Installing and Removing Banners (1)			2.00		n/a	n/a	\$ 322.44	\$0	0%
Stop Work Order	n/a	n/a	n/a		n/a	n/a	n/a	50% of permit	n/a

(1) Public Works Street Maintenance Division hourly rate of \$161 applied to this service cost.

EXHIBIT F-6

Activity Costs of Service Police Activities

TOWN OF ATHERTON
POLICE DEPARTMENT
User Fee Study
Estimation of Average Cost of Providing Activities and Services

Divisional Fully-Burdened Hourly Rate:

Records/Communications \$ 119.07
Patrol/Investigations \$ 153.83

Activity	Estimated Minimum Labor Time Per Unit (minutes)	Estimated Maximum Labor Time Per Unit (minutes)	Estimated Average Labor Time Per Unit (minutes)	Division/Person Responsible for Providing Service	Minimum Average Cost of Service	Maximum Average Cost of Service	Average Cost of Service	Current Fee	Current Cost Recovery Assuming New Fully-Burdened Hourly Rate
POLICE DEPARTMENT FEES									
1. Processing Request For, and Supplying Copy of, Police Report									
a. Without Photos or Tape Copies			10.00	Records/Communications	n/a	n/a	\$ 20	\$20	101%
b. With Photos or Tape Copies	60.00	480.00	270.00	Records/Communications	\$ 119	\$ 953	\$ 536	\$20	bill hourly
2. Processing Vehicle Releases			30.00	Records/Communications	n/a	n/a	\$ 60	\$40	67%
3. Alarm Registration			30.00	Records/Communications	n/a	n/a	\$ 60	\$25	42%
4. Processing Request for, and Supplying, Alarm Alert Signs			30.00	Records/Communications	n/a	n/a	\$ 60	\$30	50%
5. Processing Request for Garage Sale/Estate Sale Permits			10.00	Records/Communications	n/a	n/a	\$ 20	\$25	126%
6. Processing Fingerprints	15.00	30.00	22.50	Patrol/Investigations	\$ 38	\$ 77	\$ 58	\$15	26%
7. Processing Solicitor Permit (Valid for six months; business license required)	20.00	30.00	25.00	Records/Communications	\$ 40	\$ 60	\$ 50	\$25	50%
8. Supplying After Hours Emergency Construction Permits (Police Dept Time Only) (1)			30.00	Police Chief	n/a	n/a	\$ 150	\$350	233%
9. Special Service Request - Per Event - Only Administrative Time Associated with Processing Request			10.00	Records/Communications	n/a	n/a	\$ 20	\$50	252%
10. Processing Request for, and Supplying, Clearance Letter			10.00	Records/Communications	n/a	n/a	\$ 20	\$0	0%
11. Reviewing and Approving Special Events Application (Police Dept Time Only)			5.00	Police Chief	n/a	n/a	\$ 18	See Admin Dept.	n/a
12. Microfilmed Reports	480.00	4,800.00	2,640.00	Records/Communications	\$ 953	\$ 9,525	\$ 5,239	\$0	bill hourly

(1) Average cost of service estimate includes cost of building department time. Assumes fifteen minutes of building department time at \$209 per hour.

EXHIBIT G-1

Market Comparison of Fees Administrative Fees

TOWN OF ATHERTON
Administration Fees Comparison
Administration Fees

Service	Atherton Current Fee	Hillsborough	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills
Photocopying (per page)	\$0.10	\$1+\$0.20 Each	\$0.15		\$0.10 (8 ½ x 11 Sheet); \$0.20 (11 x 17 Sheet)		\$0.25 (8 ½ x 11 Sheet); \$2.00 (11 x 17 Sheet)
Returned Checks (NSF)	\$20	\$25 For the 1st \$35 Ea Thereafter + Damages			\$15		\$25 For First Check; \$35 Subsequent
Tape Duplication (per tape)	\$10	\$50 For Police Tapes			Actual		
Notary Fee (per signature)	\$10						
Special Event Application	\$75	\$500 For Fundraising Event Application					
Municipal Code Books	\$100		\$0.15/Page		\$250/Assembled		\$215 + Overhead
General Plan	\$40		\$0.15/Page				\$225
Zoning Ordinance	\$15						\$10
Computer Generated Reports	\$20	\$50	\$0.15/Page				\$40 for CAFR
Certified Copies	\$1						
Photographs (each)	\$10						
Budget or Published Program of Services	\$15	\$50	\$0.15/Page		\$15 (Bound, Mailed)		\$40
Subdivision Ordinance	\$5						\$10
Microfilm (per sheet)	\$2						\$0.75 (Copy)
Town Maps							
14 x 31	\$5						
41 x 91	\$35						\$30 For Public Works Maps
Town Map	\$100						\$30 For Public Works Maps
Record Search (per hour or fraction)	\$20						100% of Staff Time + Overhead of 40%

TOWN OF ATHERTON
Administration Fees Comparison
Administration Fees

Service	Atherton Current Fee	Hillsborough	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills
Stop-payment Check Fee	\$25						
Lost Check Replacement Fee	\$0						
Business License Processing		.5% of Permit Value - \$20 MIN	\$120-\$250 (Based on Business Type)		\$20 - Original; \$10 - Renewal	\$37 + Unit Fee (Max \$3,030)	\$100-\$270 (Based on Business Type)
Processing Duplicate Business License					\$2		\$50

EXHIBIT G-2

Market Comparison of Fees Building Fees

TOWN OF ATHERTON
Building Permit Fee Comparison

Service	Atherton Current Fee	Hillsborough	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills
Building Permits: \$1.00 to \$500.00 a. Permit Fee	\$24	130	\$0.65/sqft - New Const.; See Valuation Table for Remodel Permits	\$24	\$75	\$21	\$140 Plus 0.7% of the Valuation
b. Plan Review Fee	65% of Permit Fee		75% of Permit Fee	65% of Permit Fee	75% of Permit Fee	70% of Permit Fee	65% of Permit Fee
 \$501.00 to \$2,000.00 a. Permit Fee	\$23.50 For the 1st \$500, Plus \$3.05 For Each Add'l \$100	\$130 1st \$4,000+\$14.30 Each Add'l \$1,000 or Fraction to \$25,000	\$0.65/Sqft - New Const.; See Valuation Table for Remodel Permits	\$23.50 For the 1st \$500, Plus \$3.05 For Each Add'l \$100	\$75	\$21 For the 1st \$500+\$2.75 For Each Add'l \$100 or Fraction	\$140 Plus 0.7% of the Valuation
b. Plan Review Fee	65% of Permit Fee	65% of Permit Fee	75% of Permit Fee	65% of Permit Fee	75% of Permit Fee	70% of Permit Fee	65% of Permit Fee
 \$2,001.00 to \$25,000.00 a. Permit Fee	\$69.25 For the 1st \$2,000 Plus \$14.00 For Each Add'l \$1,000	\$130 1st \$4,000+\$14.30 Each Add'l \$1,000 or Fraction to \$25,000	\$0.65/Sqft - New Const.; See Valuation Table for Remodel Permits	\$69.25 For the 1st \$500, Plus \$14.00 For Each Add'l \$1,000	\$75 For the 1st \$2,000+\$14 Each Add'l \$1,000 or Fraction	\$62.25 For the 1st \$2,000+\$12.50 For Each Add'l \$1,000 or Fraction	\$140 Plus 0.7% of the Valuation
b. Plan Review Fee	65% of Permit Fee	65% of Permit Fee	75% of Permit Fee	65% of Permit Fee	75% of Permit Fee	70% of Permit Fee	65% of Permit Fee
 \$25,001.00 to \$50,000.00 a. Permit Fee	\$391.25 For the 1st \$25,000, Plus \$10.10 For Each Add'l \$1,000	\$430.30 1st \$25,000+\$10.21 Each Add'l \$1,000 or Fraction to \$50,000	\$0.65/Sqft - New Const.; See Valuation Table for Remodel Permits	\$391.25 For the 1st \$500, Plus \$10.10 For Each Add'l \$1,000	\$397 For the 1st \$25,000+\$10.10 For Each Add'l \$1,000 or Fraction	\$349.75 For the 1st \$25,000+\$9 For Each Add'l \$1,000 or Fraction	\$140 Plus 0.7% of the Valuation
b. Plan Review Fee	65% of Permit Fee	65% of Permit Fee	75% of Permit Fee	65% of Permit Fee	75% of Permit Fee	70% of Permit Fee	65% of Permit Fee

TOWN OF ATHERTON
Building Permit Fee Comparison

Service	Atherton Current Fee	Hillsborough	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills
\$50,001.00 to \$100,000.00 a. Permit Fee	\$643.75 For the 1st \$50,000, Plus \$7.00 For Each Add'l \$1,000	\$685.55 1st \$50,000+\$7.35 Each Add'l \$1,000 or Fraction to \$100,000	\$0.65/Sqft - New Const.; See Valuation Table for Remodel Permits	\$643.75 For the 1st \$500, Plus \$7.00 For Each Add'l \$1,000	\$649.50 For the 1st \$50,000+\$7 For Each Add'l \$1,000 or Fraction	\$574.75 For the 1st \$50,000+\$6.25 For Each Add'l \$1,000 or Fraction	\$140 Plus 0.7% of the Valuation
b. Plan Review Fee	65% of Permit Fee	65% of Permit Fee	75% of Permit Fee	65% of Permit Fee	75% of Permit Fee	70% of Permit Fee	65% of Permit Fee
\$100,001.00 to \$500,000.00 a. Permit Fee	\$993.75 For the 1st \$100,000, Plus \$5.60 For Each Add'l \$1,000	\$1,053.05 1st \$100,000+\$5.90 Each Add'l \$1,000 or Fraction to \$500,000	\$0.65/Sqft - New Const.; See Valuation Table for Remodel Permits	\$993.75 For the 1st \$500, Plus \$5.60 For Each Add'l \$1,000	\$649.50 For the 1st \$50,000+\$7 For Each Add'l \$1,000 or Fraction	\$887.25 For the 1st \$100,000+\$5 For Each Add'l \$1,000 or Fraction	\$140 Plus 0.7% of the Valuation
b. Plan Review Fee	65% of Permit Fee	65% of Permit Fee	75% of Permit Fee	65% of Permit Fee	75% of Permit Fee	70% of Permit Fee	65% of Permit Fee
\$500,001.00 to \$1,000,000.00 a. Permit Fee	\$3,233.75 For the 1st \$500,000, Plus \$4.75 For Each Add'l \$1,000	\$3,413.05 1st \$500,000+\$5.00 Each Add'l \$1,000 or Fraction to \$1,000,000	\$0.65/Sqft - New Const.; See Valuation Table for Remodel Permits	\$3,233.75 For the 1st \$500, Plus \$4.75 For Each Add'l \$1,000	\$3,238.50 For the 1st \$500,000+\$4.75 For Each Add'l \$1,000 or Fraction	\$2,887.25 For the 1st \$500,000+\$4.25 For Each Add'l \$1,000 or Fraction	\$140 Plus 0.7% of the Valuation
b. Plan Review Fee	65% of Permit Fee	65% of Permit Fee	75% of Permit Fee	65% of Permit Fee	75% of Permit Fee	70% of Permit Fee	65% of Permit Fee

TOWN OF ATHERTON
Building Permit Fee Comparison

Service	Atherton Current Fee	Hillsborough	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills
\$1,000,001.00 and up a. Permit Fee	\$5,608.75 For the 1st \$1M, Plus \$3.65 For Each Add'l \$1,000	\$5,913.05 1st \$1,000,000+\$3.75 Each Add'l \$1,000 or Fraction	\$0.65/Sqft - New Const.; See Valuation Table for Remodel Permits	\$5,608.75 For the 1st \$500, Plus \$3.65 For Each Add'l \$1,000	\$5,614.50 For the 1st \$500,000+\$3.15 For Each Add'l \$1,000 or Fraction	\$5,012.25 For the 1st \$1,000,000+\$2.75 For Each Add'l \$1,000 or Fraction	\$140 Plus 0.7% of the Valuation
b. Plan Review Fee	65% of Permit Fee	65% of Permit Fee	75% of Permit Fee	65% of Permit Fee	75% of Permit Fee	70% of Permit Fee	65% of Permit Fee

TOWN OF ATHERTON
Building Fees Comparison
Building, Electrical, Mechanical, and Plumbing Fees

Town of Woodside
Building Permit Valuation Schedule

Valuation (up to \$2,000)	Permit Fee	Plan Check Fee
\$1,000	\$33	\$25
\$1,100	\$36	\$27
\$1,200	\$39	\$29
\$1,300	\$41	\$31
\$1,400	\$44	\$33
\$1,500	\$47	\$35
\$1,600	\$50	\$37
\$1,700	\$53	\$40
\$1,800	\$56	\$42
\$1,900	\$59	\$44
\$2,000	\$70	\$52

Valuation (\$2,000 to \$100,000)	Permit Fee	Plan Check Fee
\$3,000	\$84	\$63
\$4,000	\$98	\$73
\$5,000	\$112	\$84
\$6,000	\$126	\$94
\$7,000	\$140	\$105
\$8,000	\$154	\$115
\$9,000	\$168	\$126
\$10,000	\$182	\$136
\$11,000	\$196	\$147
\$12,000	\$210	\$157
\$13,000	\$224	\$168
\$14,000	\$238	\$178
\$15,000	\$252	\$189
\$16,000	\$266	\$199
\$17,000	\$280	\$210
\$18,000	\$294	\$220
\$19,000	\$308	\$231
\$20,000	\$322	\$241
\$21,000	\$336	\$252
\$22,000	\$350	\$262
\$23,000	\$364	\$273
\$24,000	\$378	\$283
\$25,000	\$392	\$294

Valuation (\$2,000 to \$100,000)	Permit Fee	Plan Check Fee
\$26,000	\$404	\$303
\$27,000	\$416	\$312
\$28,000	\$428	\$321
\$29,000	\$440	\$330
\$30,000	\$452	\$339
\$31,000	\$464	\$348
\$32,000	\$476	\$357
\$33,000	\$488	\$366
\$34,000	\$500	\$375
\$35,000	\$512	\$384
\$36,000	\$524	\$393
\$37,000	\$536	\$402
\$38,000	\$548	\$411
\$39,000	\$560	\$420
\$40,000	\$572	\$429
\$41,000	\$584	\$438
\$42,000	\$596	\$447
\$43,000	\$608	\$456
\$44,000	\$620	\$465
\$45,000	\$632	\$474
\$46,000	\$644	\$483
\$47,000	\$656	\$492
\$48,000	\$668	\$501
\$49,000	\$680	\$510
\$50,000	\$692	\$519
\$51,000	\$704	\$528
\$52,000	\$714	\$535
\$53,000	\$724	\$543
\$54,000	\$734	\$550
\$55,000	\$744	\$558
\$56,000	\$754	\$565
\$57,000	\$764	\$573
\$58,000	\$774	\$580
\$59,000	\$784	\$588
\$60,000	\$794	\$595
\$61,000	\$804	\$603
\$62,000	\$814	\$610
\$63,000	\$824	\$618

Valuation (\$2,000 to \$100,000)	Permit Fee	Plan Check Fee
\$64,000	\$834	\$625
\$65,000	\$844	\$633
\$66,000	\$854	\$640
\$67,000	\$864	\$648
\$68,000	\$874	\$655
\$69,000	\$884	\$663
\$70,000	\$894	\$670
\$71,000	\$902	\$676
\$72,000	\$910	\$682
\$73,000	\$918	\$688
\$74,000	\$926	\$694
\$75,000	\$934	\$700
\$76,000	\$942	\$706
\$77,000	\$950	\$712
\$78,000	\$958	\$718
\$79,000	\$966	\$724
\$80,000	\$974	\$730
\$81,000	\$980	\$735
\$82,000	\$986	\$739
\$83,000	\$992	\$744
\$84,000	\$998	\$748
\$85,000	\$1,004	\$753
\$86,000	\$1,010	\$757
\$87,000	\$1,016	\$762
\$88,000	\$1,022	\$766
\$89,000	\$1,028	\$771
\$90,000	\$1,034	\$775
\$91,000	\$1,040	\$780
\$92,000	\$1,046	\$784
\$93,000	\$1,052	\$789
\$94,000	\$1,058	\$793
\$95,000	\$1,064	\$798
\$96,000	\$1,070	\$802
\$97,000	\$1,076	\$807
\$98,000	\$1,084	\$813
\$99,000	\$1,088	\$816
\$100,000	\$1,094	\$820

\$100,001 and up
\$1,094 1st \$100,000+\$5 Each Add'l \$1,000 Over \$100,000

TOWN OF ATHERTON
Building Permit Fee Comparison - Dollar Per Square Foot Valuation Multiplier
Building Fees

Service	Atherton Current Fee	Hillsborough	Redwood City	Los Altos Hills	Burlingame	Millbrae	Foster City	San Bruno	San Carlos
Square Footage Dollar Multiplier for Building Permit Fees:									
New Residential / Addition	\$350	\$250	See Below for Fees	\$155	\$260	Based on Contract Value	Based on Contract Value or \$250 If Contract Amount Is Too Low	\$185 For SFR; \$165 For Multi-Family	\$179
Interior Remodel	\$350	\$175		\$155	\$260	Based on Contract Value	Based on Contract Value or \$250 If Contract Amount Is Too Low		\$90
Garages / Accessory	\$250	\$125	See Below for Various Garage Fees	\$55	\$70	Based on Contract Value	Based on Contract Value or \$250 If Contract Amount Is Too Low	See Below for Various Garage Fees	\$37
Decks			\$27			Based on Contract Value	Based on Contract Value or \$250 If Contract Amount Is Too Low	\$35	\$30
Commercial Shell		Commercial Construction Not Permitted	See Below for Amt. and Then Deduct 20% for Shell Bldg.		Based on Contract Value or \$310 If Contract Amount Is Too Low	Based on Contract Value	Based on Contract Value or \$250 If Contract Amount Is Too Low	See Below for Various Commercial Fees	\$43
Tenant Improvement					Based on Contract Value or \$310 If Contract Amount Is Too Low	Based on Contract Value	Based on Contract Value or \$250 If Contract Amount Is Too Low		\$43

TOWN OF ATHERTON
Building Permit Fee Comparison - Dollar Per Square Foot Valuation Multiplier
Building Fees

Service	Atherton Current Fee	Hillsborough	Redwood City	Los Altos Hills	Burlingame	Millbrae	Foster City	San Bruno	San Carlos
Square Footage Dollar Multiplier for Building Permit Fees:									
Assembly:								\$195 - \$275	
Residential:								\$165 - \$210	
Institutional:								\$210 - \$400	
Commercial and Industrial:								\$90 - \$210	
Apartment Houses:			\$105 - \$140					\$74 - \$127	
Auditoriums:								\$74 - \$107	
Banks:			\$133 - \$188					\$107 - \$152	
Churches:			\$90 - \$127					\$73 - \$102	
Convalescent Hospitals:								\$96 - \$143	
Dwellings:			\$121 - \$123					\$21 - \$112	
Dwellings/Residential: Deck, Covered Patio, Porch			\$27					\$17 - \$35	
Hospitals:								\$128 - \$162	
Hotels and Motels:			\$95 - \$129					\$77 - \$104	
Industrial Plants:			\$39 - \$73						
Medical Offices:			\$110 - \$152					\$89 - \$122	
Offices:			\$87 - \$136					\$70 - \$109	
Private Garages:			\$22 - \$35					\$17 - \$28	
Public Buildings:								\$94 - \$126	
Public Garages:			\$35 - \$63					\$29 - \$50	
Restaurants:			\$109 - \$124					\$88 - \$100	

TOWN OF ATHERTON
Building Permit Fee Comparison - Dollar Per Square Foot Valuation Multiplier
Building Fees

Service	Atherton Current Fee	Hillsborough	Redwood City	Los Altos Hills	Burlingame	Millbrae	Foster City	San Bruno	San Carlos
Square Footage Dollar Multiplier for Building Permit Fees:									
Service Stations:			\$35 - \$89						
Stores:			\$61 - \$105						
Warehouses:			\$35 - \$63					\$29 - \$51	
Air Conditioning:			\$4 - \$6						

TOWN OF ATHERTON
Comparison of Charges for Fee Related Activities and Services - Fees for Trade Services
Building Fees

Service	Atherton Current Fee	Belmont	Burlingame	Foster City	Menlo Park	San Bruno	San Carlos
Electrical Permit Fees:	\$100						
Residential: New Single Family		\$95 Plus \$.08 Per Sqft	\$37 Plus \$.09 Per Sqft	Based on Per Unit Fee Schedule	\$50 Plus \$.055 Per Sqft	\$50 Plus \$.12 Per Sqft	\$85, Plus \$.08 / Sqft (Minimum \$85)
Residential: Addition & Remodel		Based on Per Unit Fee Schedule		Based on Per Unit Fee Schedule	Based on Per Unit Fee Schedule	Based on Per Unit Fee Schedule	\$85, Plus \$.08 / Sqft (Minimum \$85)
Residential: New Multiple Family		\$95 Plus \$.08 Per Sqft		Based on Per Unit Fee Schedule	\$50 Plus \$.055 Per Sqft	\$50 Plus \$.12 Per Sqft	\$85, Plus \$.08 / Sqft (Minimum \$85)
Commercial: New Shell Building				Based on Per Unit Fee Schedule			\$85, Plus \$.08 / Sqft (Minimum \$85)
Commercial: Addition, Remodel, Tenant Improvement							\$85, Plus \$.08 / Sqft (Minimum \$85)
Commercial: Complex Tenant Improvements (Car Washes, Dry Cleaners, Laundries, Labs, R&D, Biotech, Restaurants, Spray Booths, Hazardous Areas)				Based on Per Unit Fee Schedule			\$250 Plus \$.12 / Sqft (Minimum \$250)
Swimming Pool, Spa, or Hot Tub		\$95 Plus \$262	\$37 Plus \$74 to \$98	\$50.10, Plus \$6.90 Per \$1,000 of Value	\$50 Plus \$40	\$50 Plus \$95	\$85
Temporary Power Pole		\$95 Plus \$87	\$37 Plus \$49	\$50.10 Plus \$34.10		\$50 Plus \$40	\$85
Main Electrical Service		\$95 Plus \$95			\$50 Plus \$20 to \$40		\$128
New or Replacement Circuit for HVAC or Other							\$49
New or Replacement Sub-Panel				\$50.10 Plus \$25.00			\$85
Miscellaneous Electrical Permit		\$95 Plus \$27		\$50.10 Plus \$17.10	\$50 Plus \$15	\$50 Plus \$50	\$85
PV Solar Fee	\$250		\$37 Plus \$318 to \$416		\$50 Plus \$30, Plus Work Done	\$50 Plus \$260 For Up to 3 kW Output, Plus \$60 For Each Additional kW	\$170

TOWN OF ATHERTON
Comparison of Charges for Fee Related Activities and Services - Fees for Trade Services
Building Fees

Service	Atherton Current Fee	Belmont	Burlingame	Foster City	Menlo Park	San Bruno	San Carlos
Plumbing Permit Fees:	\$100						
Residential: New SFR, Addition, and Remodel			\$38 Plus \$.09 Per Sqft	Based on Per Unit Fee Schedule			\$85, Plus \$.08 / Sqft (Minimum \$85)
Residential, New Multiple (2,409 sq. ft. +)			\$38 Plus \$.09 Per Sqft	Based on Per Unit Fee Schedule			\$85, Plus \$.08 / Sqft (Minimum \$85)
Commercial: New Shell Building			\$98 Per Hour	Based on Per Unit Fee Schedule			\$85, Plus \$.08 / Sqft (Minimum \$85)
Commercial: Addition, Remodel, Tenant Improvement			\$98 Per Hour	Based on Per Unit Fee Schedule			\$85, Plus \$.08 / Sqft (Minimum \$85)
Commercial: Complex Tenant Improvements (Car Washes, Dry Cleaners, Laundries, Labs, R&D, Biotech, Restaurants, Spray Booths, Hazardous Areas)			\$98 Per Hour	Based on Per Unit Fee Schedule			\$250 Plus \$.12 / Sqft (Minimum \$250)
Miscellaneous Plumbing Permit		\$95 Plus \$14	\$38 Plus \$33	Based on Per Unit Fee Schedule	\$50 Per Hour		\$85
Swimming Pools, Spas, or Hot Tubs		\$95 Plus \$44 to \$133	\$38 Plus \$147 to \$196		\$50 Plus \$40 to \$50		\$85
Water Heater Replacement		\$95 Plus \$87	\$38 Plus \$49	\$45 Plus \$16	\$50 Plus \$8	\$50 Plus \$20	\$82
Gas Piping System Extension for New FAU or HVAC			\$98 Per Hour				\$49
Mechanical Permit Fees:	\$100						
Residential: New SFR, Addition, New Multiple Family			\$37 Plus \$.09 Per Sqft	Based on Per Unit Fee Schedule			\$85, Plus \$.08 / Sqft (Minimum \$85)
Residential: Kitchen & Bath Remodel				Based on Per Unit Fee Schedule			\$49
Commercial: New Shell Building				Based on Per Unit Fee Schedule			\$85, Plus \$.08 / Sqft (Minimum \$85)
Commercial: Addition, Remodel, Tenant Improvement				Based on Per Unit Fee Schedule			\$85, Plus \$.08 / Sqft (Minimum \$85)
Commercial: Complex Tenant Improvements (Car Washes, Dry Cleaners, Laundries, Labs, R&D, Biotech, Restaurants, Spray Booths, Hazardous Areas)				Based on Per Unit Fee Schedule			\$250 Plus \$.12 / Sqft (Minimum \$250)

TOWN OF ATHERTON
Comparison of Charges for Fee Related Activities and Services - Fees for Trade Services
Building Fees

Service	Atherton Current Fee	Belmont	Burlingame	Foster City	Menlo Park	San Bruno	San Carlos
New FAU or HVAC Installations		Furnaces = \$95 Plus \$23 to \$95; Vents = \$95 Plus \$11 to \$16; Boiler or Compressor = \$95 Plus \$40 to \$134	New Residential = \$37 Plus \$0.09 Per Sqft; Furnaces = \$37 Plus \$49; Vents = \$37 Plus \$16 to \$25; Boiler or Compressor = \$37 Plus \$49; AC = \$37 Plus \$49	Furnaces = \$54 Plus \$34 to \$41; Vents = \$54 Plus \$16; Boilers = \$54 Plus \$33 to \$211; AC = \$54 Plus \$24 to \$41	Furnaces = \$50 Plus \$12 to \$15; Vents = \$50 Plus \$5 to \$10; Boiler or Compressor = \$50 Plus \$12 to \$60	Furnaces = \$50 Plus \$50; Vents = \$50 Plus \$50; Boiler or Compressor = \$50 Plus \$50 to \$95	\$171
Replacement FAU or HVAC		Furnaces = \$95 Plus \$23 to \$95; Vents = \$95 Plus \$11 to \$16; Boiler or Compressor = \$95 Plus \$40 to \$134	Furnaces = \$37 Plus \$49; Vents = \$37 Plus \$16 to \$25; Boiler or Compressor = \$37 Plus \$49; AC = \$37 Plus \$49	Furnaces = \$54 Plus \$34 to \$41; Vents = \$54 Plus \$16; Boilers = \$54 Plus \$33 to \$211; AC = \$54 Plus \$24 to \$41	Furnaces = \$50 Plus \$12 to \$15; Vents = \$50 Plus \$5 to \$10; Boiler or Compressor = \$50 Plus \$12 to \$60	Furnaces = \$50 Plus \$50; Vents = \$50 Plus \$50; Boiler or Compressor = \$50 Plus \$50 to \$95	\$129
Miscellaneous Mechanical		\$95 Plus \$16	\$37 Plus \$25	\$54 Plus \$24	\$50 Plus \$15	\$50 Plus \$50	\$85

EXHIBIT G-3

Market Comparison of Fees Planning Fees

TOWN OF ATHERTON
Planning Fees Comparison
Planning Fees

Service	Atherton Current Fee	Hillsborough	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills
Conditional Use Permit	Actual Cost, \$1,500 Minimum + \$2,000 Deposit		New - \$1790; Amendment - \$850; Renewal - \$265	Standard - \$420 + \$7,500 Deposit; PUD - \$900+ \$7,500 Deposit; Amendment - \$140+ \$3,500 Deposit	Billed Hourly	\$2,630 - Requiring Pub Hearing; \$400 - Without Pub Hearing	Application - \$1,285, Appeal - \$445, Amendment/Renewal - \$445
Variance	Actual Cost, \$1,500 Minimum + \$2,000 Deposit	\$3,259	New - \$1,900; Add'l Structure - \$1,420; Other - \$750; Add'l Variance, Same Proj - \$420	\$890 + \$3,500 (+ Env. Health) Deposit	Billed Hourly + \$850 Deposit	\$600	Major - \$1,490, Minor - \$720, Fence - \$310
Heritage Tree Removal Permit	Actual Cost, \$1,500 Minimum + \$2,000 Deposit	\$729		\$70	Up to 3 Pmts/Application (Each Tree) - \$125, 4th and Subsequent Pmts/Application (Each Tree) - \$75 + Arborist		
Exception Review	Actual Cost, \$1,500 Minimum + \$1,000 Deposit		Maximum Residence Size - \$900, Setbacks - \$840			\$1,000 Fee Deposit for Sign Exceptions	\$2,345
Excessive Height	Actual Cost, \$1,500 Minimum + \$2,000 Deposit						
Lot Line Redesignation	Actual Cost, \$1,500 Minimum + \$1,000 Deposit						
Lot Line Adjustment	Actual Cost, \$2,500 Minimum + \$1,000 Deposit	\$1,934	\$1,080	\$620 Filling Fee, \$2,500 Deposit (+ Env. Health)	\$200	\$5,000 Initial Deposit	\$1,130.00 Per Resulting Number of Lots

TOWN OF ATHERTON
Planning Fees Comparison
Planning Fees

Service	Atherton Current Fee	Hillsborough	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills
Subdivision	Actual Cost, \$5,000 Minimum + \$2,500 Deposit	\$16,446+\$158/Lot	2 Lot - \$3,300 + \$2,400 Deposit; 3 Lot - \$3,600 + \$3,000 Deposit; 4 Lot - \$3,900 + \$3,600 Deposit; Prelim. & Ten. Map - \$6,060 + \$6,000 Deposit + \$300 ea. Lot on Ten. Map; Final Map Filing - \$1,350 + 1,800 Deposit; Plan Check - \$300 + \$1,200 Deposit; Inspect. Fee Prior to Start of Work - 6% Deposit of Est. Improvement Costs; Planning Conformance/Inspect. - \$1,200; Revision to Approved Map - \$820 + \$885 Deposit; Extension of Time to File Map - \$240; Extension of Time to Complete Improvements - \$510	\$980-\$1070 Depending on Type of Map	Billed Hourly + Deposit: Minor - \$770, Major - \$1,650	Tentative Subdivision Map - \$5,000 Initial Deposit; Tentative Parcel Map - \$2,500 Initial Deposit	Tentative map - \$1,490 Per Resulting Number of Lots; Time Extension - \$295; Appeal - \$445; Amendment - \$785; Final Map - \$1,130; Final Map Certificate of Correction - \$745
Appeal	Actual Cost, \$750 Minimum + \$1,000 Deposit	\$1,304 With ½ Refund If Upheld	\$400	\$890 + \$1,500 Deposit	Appeal Staff Decision - \$15; Resid. Appeal Planning Commission Decision on Other's Project - \$110; Owner Occ. Appeal Planning Commission Decision on Owner- Occupied House - \$110; All Other - \$250 Deposit, Fee - Hourly Billing Rate	\$270	\$445
School Master Plan	Actual Cost, \$750 Minimum + \$1,000 Deposit	Actual Costs + \$1,000 Deposit					

TOWN OF ATHERTON
Planning Fees Comparison
Planning Fees

Service	Atherton Current Fee	Hillsborough	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills
Initial Review / Negative Declaration	Actual Cost, \$2,500 Minimum + \$1,000 Deposit	Town Cost	\$980	Environmental Initial Assessment - \$50; Negative Declaration - \$50	Consultant Cost + \$1,250 Deposit	\$5,000 Initial Deposit	Initial Study - \$1,850; Negative Declaration - \$540
Zoning Ordinance Amendment	Actual Cost, \$5,000 Minimum + \$2,500 Deposit	Actual Costs + \$1,000 Deposit	\$2,340 + \$1,200 Deposit	\$400	Billed Hourly + \$2,000 Deposit	\$5,000 Initial Deposit	
General Plan Amendment	Actual Cost, \$5,000 Minimum + \$2,500 Deposit	Town Cost	\$2,340 + \$1,200 Deposit	\$190	\$4,000 Deposit	\$5,000 Initial Deposit	\$1,130
Zoning Review for Home Occupation Business	\$100				City Staff Time Plus 25% Billing & Administration Charge		
Address Change	\$250	Quarterly Approval-House Exists = \$500; Quarterly Approval, Lot is Vacant = \$350; Accelerated, Addition to Above = \$400; Appeal Fee - \$300	\$300		\$25		\$180
Street Easement Vacation	\$1,000		\$630 Fee + \$900 Deposit	\$110		Actual Cost + \$1,000 Deposit	

EXHIBIT G-4

Market Comparison of Fees Parks Fees

TOWN OF ATHERTON
Parks and Recreation Fees Comparison
Parks and Recreation Fees

Service	Atherton Current Fee	Palo Alto	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills Hidden Villa (Private)
Meetings Facility for approximately 1 - 75 people: Resident	\$200(1/2 Day); \$300+\$25/Hr (Full Day/Weekend)	\$236 (1/2 Day) Without Patio; \$308 (1/2 Day) With Patio; \$88 (1/2 Day) for Kitchen	Independence Hall \$300 (1/2 Day); \$100 Cleaning Deposit	\$300 (1/2 Day), \$250 Deposit	\$244 (1/2 Day) Weekend; \$180 (1/2 Day) Weekday + \$250 Security, Damage, and Cleaning Deposit	\$200 (1/2 Day); \$100 Cleaning Deposit	\$600 Per 8 Hour Day Use (50 People Max - Dana Center); \$700 Per 8 Hour Day Use (35 People Max - Duveneck House)
Non-Resident	\$200(1/2 Day); \$300+\$25/Hr (Full Day/Weekend)	\$356 (1/2 Day) Without Patio; \$464 (1/2 Day) With Patio \$132 (1/2 Day) for Kitchen	For Residents Only	\$380 (1/2 Day), \$250 Deposit	\$328 (1/2 Day) Weekend; \$244 (1/2 Day) Weekday + \$250 Security, Damage, and Cleaning Deposit	\$300 (1/2 Day); \$100 Cleaning Deposit	\$600 Per 8 Hour Day Use
Facility for approximately 1 - 100 people: Resident	\$300(1/2 Day); \$400+\$25/Hr (Full Day/Weekend)	\$280 (1/2 Day) Without Patio; \$308 (1/2 Day) With Patio \$88 (1/2 Day) for Kitchen	Independence Hall \$600 (1/2 Day); \$100 Cleaning Deposit	\$300 (1/2 Day), \$250 Deposit	\$300 (1/2 Day) Weekend; \$224 (1/2 Day) Weekday + \$250 Security, Damage, and Cleaning Deposit	\$300 (1/2 Day); \$100 Cleaning Deposit	No Facilities to Accommodate Guest Size
Non-Resident	\$300(1/2 Day); \$400+\$25/Hr (Full Day/Weekend)	\$420 (1/2 Day) Without Patio; \$464 (1/2 Day) With Patio \$132 (1/2 Day) for Kitchen	For Residents Only	\$380 (1/2 Day), \$250 Deposit	\$404 (1/2 Day) Weekend; \$304 (1/2 Day) Weekday + \$250 Security, Damage, and Cleaning Deposit	\$460 (1/2 Day); \$200 Cleaning Deposit	No Facilities to Accommodate Guest Size
Facility for approximately 101 - 200 people: Resident	\$400(1/2 Day); \$500+\$50/Hr (Full Day/Weekend)	\$280 (1/2 Day) Without Patio; \$308 (1/2 Day) With Patio \$88 (1/2 Day) for Kitchen	Independence Hall \$900 (1/2 Day); \$100 Cleaning Deposit	\$1,200 (Full Day), \$500 Deposit	\$624 (1/2 Day) Weekend; \$452 (1/2 Day) Weekday + \$250 Security, Damage, and Cleaning Deposit	\$400 (1/2 Day); \$300 Cleaning Deposit	No Facilities to Accommodate Guest Size
Non-Resident	\$400(1/2 Day); \$500+\$50/Hr (Full Day/Weekend)	\$420 (1/2 Day) Without Patio; \$464 (1/2 Day) With Patio \$132 (1/2 Day) for Kitchen	For Residents Only	\$1,500(Full Day), \$500 Deposit	\$844 (1/2 Day) Weekend; \$612 (1/2 Day) Weekday + \$250 Security, Damage, and Cleaning Deposit	\$600 (1/2 Day); \$300 Cleaning Deposit	No Facilities to Accommodate Guest Size

TOWN OF ATHERTON
Parks and Recreation Fees Comparison
Parks and Recreation Fees

Service	Atherton Current Fee	Brisbane	Palo Alto	San Mateo County History Museum	Hillsborough Racquet Club (Private)	Los Altos Hills Hidden Villa (Private)
Weddings: Facility for approximately 1 - 100 people: Resident	\$1,500 Per Building + \$250 Security and Damage Deposit	\$126 Per Hour + \$500 Refundable Deposit	5 Hour Exclusive Use Fee = \$1,001 Plus \$196 Per Hour For Each Additional Hour Individual Room/Use Rates Ballroom - \$103/Hr; Outdoor Patio - \$64/Hr; Kitchen - \$22/Hr; Facility Attendant - \$21/Hr (\$26/Hr Holiday, Overtime); \$1,000 Refundable Deposit	Entire Courthouse - \$3,495 (6-8 Hr); First Floor Rotunda (Ceremony) - \$1,995 (6-8 Hr); Courtroom A - \$1,995 (6-8 Hr); Kitchen - \$385 (6-8 Hr); Janitorial Service - \$350; Furniture Moving - \$220; Dinner Table Rental - \$10/Ea; Security Svc - \$35/Guard/Hour (4 Hr Min); \$500-\$1,000 Refundable Security Deposit	\$3,500+\$500 Refundable Deposit, Wedding Ceremony \$300 for Extra Hour	\$1,250 Per Event, \$2,500 For Evening Use (Dana Center); \$4,000 Weekend Special Events, \$2,000 For Use of Lawn Area In Conjunction with Dana Center (Duveneck House)
Non-Resident	\$1,750 Per Building + \$250 Security and Damage Deposit	\$251 Per Hour + \$500 Refundable Deposit	5 Hour Exclusive Use Fee = \$1,502 Plus \$294 Per Hour For Each Additional Hour Individual Room/Use Rates Ballroom - \$155/Hr; Outdoor Patio - \$96/Hr; Kitchen - \$33/Hr; Facility Attendant - \$21/Hr (\$26/Hr Holiday, Overtime); \$1,000 Refundable Deposit	Entire Courthouse - \$3,495 (6-8 Hr); First Floor Rotunda (Ceremony) - \$1,995 (6-8 Hr); Courtroom A - \$1,995 (6-8 Hr); Kitchen - \$385 (6-8 Hr); Janitorial Service - \$350; Furniture Moving - \$220; Dinner Table Rental - \$10/Ea; Security Svc - \$35/Guard/Hour (4 Hr Min); \$500-\$1,000 Refundable Security Deposit	\$3,500+\$500 Refundable Deposit, Wedding Ceremony \$300 For Extra Hour	\$1,250 Per Event, \$2,500 For Evening Use (Dana Center); \$4,000 Weekend Special Events, \$2,000 For Use of Lawn Area in Conjunction with Dana Center (Duveneck House)

TOWN OF ATHERTON
Parks and Recreation Fees Comparison
Parks and Recreation Fees

Service	Atherton Current Fee	Brisbane	Palo Alto	San Mateo County History Museum	Hillsborough Racquet Club (Private)	Los Altos Hills Hidden Villa (Private)
Weddings: Facility for approximately 200 people: Resident	\$1,750 Per Building + \$250 Security and Damage Deposit	\$126 Per Hour + \$500 Refundable Deposit	5 Hour Exclusive Use Fee = \$1,001 Plus \$196 Per Hour for Each Additional Hour Individual Room/Use Rates Ballroom - \$103/Hr; Outdoor Patio - \$64/Hr; Kitchen - \$22/Hr; Facility Attendant - \$21/Hr (\$26/Hr Holiday, Overtime); \$1,000 Refundable Deposit	Entire Courthouse - \$3,495 (6-8 Hr); First Floor Rotunda (Ceremony) - \$1,995 (6-8 Hr); Dining Rooms for 200 - \$2,985 (Courtroom A & Atkinson Meeting Room)(6-8 Hr); Kitchen - \$385 (6-8 Hr); Janitorial Service - \$350; Furniture Moving - \$220; Dinner Table Rental - \$10/Ea; Security Svc - \$35/Guard/Hour (4 Hr Min); \$500-\$1,000 Refundable Security Deposit	\$4,000+\$500 Refundable Deposit, Wedding Ceremony \$300 for Extra Hour	No Facilities to Accommodate Guest Size
Non-Resident	\$2,000 Per Building + \$250 Security and Damage Deposit	\$251 Per Hour + \$500 Refundable Deposit	5 Hour Exclusive Use Fee = \$1,502 Plus \$294 Per Hour for Each Additional Hour Individual Room/Use Rates Ballroom - \$155/Hr; Outdoor Patio - \$96/Hr; Kitchen - \$33/Hr; Facility Attendant - \$21/Hr (\$26/Hr Holiday, Overtime); \$1,000 Refundable Deposit	Entire Courthouse - \$3,495 (6-8 Hr); First Floor Rotunda (Ceremony) - \$1,995 (6-8 Hr); Dining Rooms for 200 - \$2,985 (Courtroom A & Atkinson Meeting Room)(6-8 Hr); Kitchen - \$385 (6-8 Hr); Janitorial Service - \$350; Furniture Moving - \$220; Dinner Table Rental - \$10/Ea; Security Svc - \$35/Guard/Hour (4 Hr Min); \$500-\$1,000 Refundable Security Deposit	\$4,000+\$500 Refundable Deposit, Wedding Ceremony \$300 for Extra Hour	No Facilities to Accommodate Guest Size

EXHIBIT G-5

Market Comparison of Fees Public Works Fees

TOWN OF ATHERTON
Public Works Fees Comparison
Public Works Fees

Service	Atherton Current Fee	Hillsborough	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills
Encroachment Permits		A. Application - \$25, B. Inspection (Based on Cost of Improvement) - Actual- 120 MIN (i) Less Than \$5000 - 3% of Cost of Improvement (ii) \$5,001-\$10,000 - \$150 +2% of Cost Over \$5,000 (iii) More Than \$10,000 - \$250 +1.5% of Cost Over \$10,000, C. Revocable Encroachment Permit - \$1,200	\$60, \$300 Deposit (+\$500 Bond)	\$180, \$300/\$1,000 Deposit	<u>Minor Encroachments - \$400</u> (Non-Dev. Curb, Gutter, Sidewalk, Driveway; One Lateral Street Opening; Routine Maintenance by Utility Co.; Street Tree Planting), <u>Major Encroachments - \$700 + 3% Cost of Engineers' Estimate</u> (Requiring Extended Traffic Impact, Mult. Intersections, or Other Disturbances e.g. Utility Mains, Street Widening and Major Undergrounding)	Actual - \$800 Min Deposit, (Engineering Services Provided on "Actual Cost" Basis. Actual Cost is the Direct Salary Charged for the Personnel Providing the Services, Plus 120% Thereof for Fringe Benefits and Overhead Expense. Refund of Balance Will Be Made After Project Completion; Additional Charges May Also Apply.)	Application - \$560; Trenching Fee - \$16/Linear Foot of Standard Trench or \$400, Whichever Is Greater; Fence, Wall, Irrigation, Driveway Cuts - \$16/Linear Foot of Easement Precluded From Public Use or \$595, Whichever Is Smaller
a. Driveway Connection to Street: Without Driveway Culvert	\$550						
With Driveway Culvert	\$750						
b. ROW Landscaping, Fence, Etc.	\$550						
c. Connection to Storm Drain or Atherton Channel							
Open Cut in Pavement	\$550 + Utility Lateral Fee Where In the Street						
Open Cut Outside Pavement	\$550						
Bored Pit	\$550 + Utility Lateral Fee Where In the Street						

TOWN OF ATHERTON
Public Works Fees Comparison
Public Works Fees

Service	Atherton Current Fee	Hillsborough	Woodside	Portola Valley	Menlo Park	Redwood City	Los Altos Hills
d. Utility Lateral: Open Cut in Pavement Open Cut Outside Pavement Bored Pit/Trench e. Utility Main: Open Cut Bored - Pit in Pavement Bored - Pit Outside Pavement	\$10/Ln. Ft. \$550 Min. \$10/Ln. Ft. \$550 Min. \$550 3% of Value, Plus \$10/Ln. Ft. \$550 Min. 3% of Value, Plus \$1,000 Per Pit 3% of Value, Plus \$1,000 Per Pit						
Property Improvement Permits and Reviews a. Grading and Drainage	\$2,000	Application Fee - \$100; Plus Permit Fee (i) Less Than 500 Cubic Yds To Be Moved - \$1,054, (ii) 500-1,499 Cubic Yds To Be Moved - \$1,226, (iii) Greater Than 1,500 Cubic Yds To Be Moved - \$3,337; For Projects Disturbing More Than One Acre (In Addition To Grading Plan Check and Inspection Fees) - \$774	\$300+\$1 Per CY In Excess of 100CY; \$600 Deposit	Permit - \$70, Plan Review - \$110	A. Up to \$207 For the 1st 1,000CY; B. 1,001-10,000CY - \$226 For 1st 2,000, \$13 Each Add'l 1,000CY; C. 20,001-200,000 - \$344 For 1st 20,000, \$99 Each Add'l 10,000CY; D. More Than 200,000CY: Add \$55.00 For Each Additional 10,000CY		

EXHIBIT G-6

Market Comparison of Fees Police Fees

TOWN OF ATHERTON
Police Fees Comparison
Police Fees

Service	Atherton Current Fee	Hillsborough	Woodside (by San Mateo Sheriff)	Portola Valley (by San Mateo Sheriff)	Menlo Park	Redwood City	Los Altos Hills (by Santa Clara Sheriff)
Police Report	\$20		\$0.10/Page	\$0.10/Page		\$10/8 Pages; \$1/Page Thereafter \$75	1st 50 Pages Free; \$0.10/Page Thereafter \$189 30 Day Impounds; \$95 All Stored Vehicles
Vehicle Releases	\$40	\$40	\$35 Impound Fee; \$15 Repossessed Fee	\$35 Impound Fee; \$15 Repossessed Fee			
Alarm Alert Signs	\$30						
Garage Sale Permits	\$25						
Fingerprints	\$15	\$18	\$18	\$18		\$15/card	\$20
Solicitor Fees	\$25						
Real Estate Signs	\$25				\$20		
Permit to Carry Concealed Weapon ("CCW")	\$0	\$125				\$65 For Inkprints; \$50 For Livescan	
False Alarm Response	\$0	1st & 2nd Free; 3rd Through 5th \$100 Each; 6th and Above \$200 Each			\$95 For Standard Response; \$174 For High Risk Response	\$0 For 1st Three Responses; \$100 For Each Additional Response	
Alarm Reinstatement	\$0	\$200					
Alarm School	\$0	\$30					
Alarm Monitoring Fee	\$0	\$24 Per Month					
Citation Sign-Off	\$0				\$15		\$15

TOWN OF ATHERTON

SCHEDULE OF FEES

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* Includes current fee and cost of service related data

TOWN OF ATHERTON
FEE SCHEDULE A
MASTER FEE SCHEDULE

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TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Administrative Fees

Service	Fee
ADMINISTRATIVE FEES	
Photocopying and/or Printing	\$0.10 Per Page
Digital Transmission of Files	\$0
Returned Checks (Non-Sufficient Funds)	\$35 Per Check
Stop-payment Check & Lost Check Replacement	\$35 Per Check
Tape Duplication - Per Tape	\$64
Notarize - Per Signature	\$10
Certified Copies - Per Copy	\$32
Special Event Application Review	\$218
Copy of Municipal Code	Free Via Website or See Photocopying and Printing Charge
Copy of General Plan	Free Via Website or See Photocopying and Printing Charge
Copy of Zoning Ordinance	Free Via Website or See Photocopying and Printing Charge
Copy of Budget	Free Via Website or See Photocopying and Printing Charge
Copy of Subdivision Ordinance	Free Via Website or See Photocopying and Printing Charge
List of All Businesses in Atherton	Free Via Website or \$69
Install and Remove Banner	\$387
Business License Processing Fee	\$25 Pass Through
Duplicate Business License Processing Fee	\$25 Pass Through
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates
For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:	
Administration Department Staff:	\$129 Per Hour
Finance Department Staff:	\$166 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

BUILDING FEES

Building Permit Fees

Total Valuation	Building Permit Fee	Plan Review Fee
\$1.00 to \$500	\$155	65% of Building Permit Fee
\$501 to \$2,000	\$155 for the first \$500, plus \$3.05 for each add'l \$100, or fraction thereof, to and including \$2,000	65% of Building Permit Fee
\$2,001 to \$25,000	\$201 for the first \$2,000, plus \$14.00 for each add'l \$1,000, or fraction thereof, to and including \$25,000	65% of Building Permit Fee
\$25,001 to \$50,000	\$523 for the first \$25,000, plus \$10.10 for each add'l \$1,000, or fraction thereof, to and including \$50,000	65% of Building Permit Fee
\$50,001 to \$100,000	\$775 for the first \$50,000, plus \$18.91 for each add'l \$1,000, or fraction thereof, to and including \$100,000	65% of Building Permit Fee
\$100,001 to \$500,000	\$1,958 for the first \$100,000, plus \$5.07 for each add'l \$1,000, or fraction thereof, to and including \$500,000	45% of Building Permit Fee
\$500,001 to \$1,000,000	\$3,986 for the first \$500,000, plus \$3.84 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	45% of Building Permit Fee
\$1,000,001 and up	\$5,906 for the first \$1,000,000, plus \$3.84 for each add'l \$1,000, or fraction thereof	45% of Building Permit Fee

Permitted Value of Construction

New Habitable Construction	\$350 Per Square Foot
Remodeled Habitable Construction	\$300 Per Square Foot
New or Remodeled Non-Habitable Construction	\$200 Per Square Foot

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Fee
BUILDING FEES	
Other Building Fees	
Plumbing, Mechanical, Electrical Permit (First Appliance)	\$100
Plumbing, Mechanical, Electrical Permit (Each Additional Appliance)	\$60
Demolition Permit Fee	\$300
Landscape Screening Permit Fee	\$289
Water Well Permit Fee	\$599
Solar Panels Permit Fee	\$250
Heritage Tree Removal - Staff Level (First Tree)	\$100
Heritage Tree Removal - Staff Level (Each Additional Tree)	\$41
Unauthorized Heritage Tree Removal/Damage (Penalty)	\$500
Excavation Permit	\$496
Re-Inspection Fee	\$100
Special Inspection or Consultation Inspection Fee	\$83 Per Half Hour
Revision Fee	\$165 Per Hour
Address Change	\$165 Per Hour or Consultant Costs
Permit Search	\$20 Plus Photocopying and/or Printing Posts
Reactivation of an Expired Permit	Up to One-Half the Amount Required for a New Permit for Such Work
Work Commencing Without a Permit (Penalty)	Up to Twice the Applicable Building Permit Fee, Subject to the Building Official's Discretion
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates
Second Utility Deposit:	
Deposit	\$10,000
Administrative Fee	\$165
Landscape Screening Deposit:	
Deposit	\$10,000
Administrative Fee	\$165
Temporary Occupancy Deposit:	
Deposit	\$10,000
Administrative Fee	\$165
Excavation Road Deposit:	
Deposit	\$10,000
Administrative Fee	\$165

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Fee
BUILDING FEES	
Recycling Deposit For issuance of any construction permit with a project cost estimated above \$50,000 or will generate more than ten tons of construction or demolition debris.	\$1,000 Minimum and \$500 Minimum for Re-Roof Permits
SMIP Fee SMIP - Residential (California Department of Conservation Mandated Fee) SMIP - Commercial (California Department of Conservation Mandated Fee)	Valuation Amount X 0.0001 Valuation Amount X 0.00021
Building Standards Administration Special Revolving Fund (Senate Bill No. 1473 State Mandated)	
Permit Valuation \$1-25,000 \$25,001-50,000 \$50,001-75,000 \$75,001-100,000 Every \$25,000 or fraction thereof above \$100,000	 \$1 \$2 \$3 \$4 Add \$1
For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:	
Building Division Staff:	\$165 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Planning Fees

Service	Fee
PLANNING FEES	
Conditional Use Permit	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Variance	Billed Per Hour with \$2,289 Minimum, Plus \$2,000 Deposit
Heritage Tree Removal Permit	Billed Per Hour with \$2,293 Minimum, Plus \$2,000 Deposit
Exception Review	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Excessive Height	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Lot Line Redesignation	Billed Per Hour with \$2,289 Minimum, Plus \$2,000 Deposit
Lot Line Adjustment	Billed Per Hour with \$1,636 Minimum, Plus \$2,500 Deposit
Tentative Parcel Map	Billed Per Hour with \$2,289 Minimum, Plus \$2,500 Deposit
Final Parcel Map	Billed Per Hour with \$1,310 Minimum, Plus \$2,500 Deposit
Appeal	\$750
School Master Plan	\$750
Initial Review/Negative Declaration	Billed Per Hour with \$3,595 Minimum, Plus \$2,000 Deposit
Zoning Ordinance Amendment	Billed Per Hour with \$3,595 Minimum, Plus \$2,500 Deposit
General Plan Amendment	Billed Per Hour with \$3,595 Minimum, Plus \$2,500 Deposit
Zoning Review for Home Occupation Business	\$82
Pre-Application Review	Billed Hourly; Reference Hourly Rates
Street Easement Vacation	Billed Hourly; Reference Hourly Rates
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates
Initial Review (2 reviews for fee amount; additional reviews billed hourly):	
a. Fence	\$164
b. Accessory Structures (includes pools)	\$328
c. Accessory Buildings	\$655
d. Additions	\$818
e. New Construction	\$1,308
Revisions to Previously Approved Plans	Billed Hourly; Reference Hourly Rates

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Planning Fees

Service	Fee
PLANNING FEES	
Many of the above-listed fees are applied on an hourly basis and are structured to recover the full cost of service for each activity type. The Town will apply the prevailing hourly rates against recorded staff time to determine the fee amount owed by each applicant. Hourly rates from other departments outside the Planning Department, including the City Attorney's Office, may also apply if staff from those other departments perform work on a specific application. Additionally, the Town will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application. For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:	
Town Planner:	\$226 Per Hour
Deputy Town Planner:	\$178 Per Hour
Senior Planner:	\$169 Per Hour
Assistant Planner:	\$136 Per Hour
Planning Administrative Staff:	\$120 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Parks Program Fees

Service	Fee
PARKS PROGRAM FEES	
Weddings/Receptions or Social Functions	
One Building Rental	
1 - 100 Guests	\$2,000
101 - 200 Guests	\$2,250
Additional Hour	\$100 Per Hour
Additional Attendant	\$50 Per Hour
Two Building Rental	
1 - 100 Guests	\$4,000
101 - 200 Guests	\$4,500
Additional Hour	\$100 Per Hour
Additional Attendant	\$50 Per Hour
Deposit	
Security Deposit:	\$1,000
Amount refundable if cancelled more than nine months in advance	\$750
Amount refundable if cancelled seven to nine months in advance	\$500
Amount refundable if cancelled six months or less in advance	\$0

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Parks Program Fees

Service	Fee
PARKS PROGRAM FEES	
Meetings	
The Main House	
Half Day (Mon. - Fri.) (Four hours)	\$300
Full Day/Evening (Mon. - Fri.)	\$400; Plus \$50 Per Hour After 5:00 p.m.
Additional Hour	\$50 Per Hour
Carriage House	
Weekday, Half Day (Mon. - Fri.) (Four hours)	\$200
Weekday, Full Day (Mon. - Fri.) (8:00 a.m. - 5:00 p.m.)	\$250
Weekend, Full Day (Sat. - Sun.) (9:00 a.m. - 4:00 p.m.)	\$250; Plus \$25 Per Hour
Weekend Evening (Fri. - Sun.) (5:00 p.m. - 11:00 p.m.)	\$500
Additional Hour or Additional Attendant	\$25 Per Hour
Jennings Pavilion	
1 - 100 Guests	
Half Day (Mon. - Fri.) (Four hours)	\$400
Full Day/Evening (Mon. - Fri.)	\$500; Plus \$50 Per Hour After 5:00 p.m.
Additional Hour or Additional Attendant	\$50 Per Hour
101 - 200 Guests	
Half Day (Mon. - Fri.)	\$500
Full Day/Evening (Mon. - Fri.)	\$600; Plus \$100 Per Hour After 5:00 p.m.
Additional Hour or Additional Attendant	\$100 Per Hour
Town Related Organizations	40% Discount for Main House Meeting Rentals; 20% Discount for Carriage House and Jennings Pavilion Meeting Rentals
Security Deposit (1)	\$250
Other	
Day Use Permit (Exclusive Use of Picnic Facilities)	\$100 Per Day
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates

For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:

Program Director, for services related to facility use:	\$272 Per Hour
Facility Maintenance Staff, for services related to facility use:	\$256 Per Hour
Facility Attendant, for services related to facility use:	\$122 Per Hour

(1) Security deposit not required for Town Related Organizations.

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Fee
PUBLIC WORKS FEES	
Encroachment Permits	
Driveway Connection to Street - Asphalt/Pavers:	
Without Driveway Culvert (up to 3 inspections)	
i. Application	\$300
ii. Plan Check	\$400
iii. Inspection	\$599
Total	\$1,299
iv. Additional Plan Check	\$400
v. Additional Inspection	\$200
With Driveway Culvert (up to 4 inspections)	
i. Application	\$300
ii. Plan Check	\$499
iii. Inspection	\$799
Total	\$1,598
iv. Additional Plan Check	\$499
v. Additional Inspection	\$200
Driveway Connection to Street - Concrete:	
Without Driveway Culvert (up to 4 inspections)	
i. Application	\$300
ii. Plan Check	\$499
iii. Inspection	\$799
Total	\$1,598
iv. Additional Plan Check	\$499
v. Additional Inspection	\$200
Driveway Connection to Street - Concrete:	
With Driveway Culvert (up to 5 inspections)	
i. Application	\$300
ii. Plan Check	\$499
iii. Inspection	\$999
Total	\$1,798
iv. Additional Plan Check	\$499
v. Additional Inspection	\$200

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Fee
PUBLIC WORKS FEES	
Right-of-Way Landscaping, Fence, Etc. - Minor Construction (up to 2 inspections)	
i. Application	\$200
ii. Plan Check	\$100
iii. Inspection	\$200
Total	\$500
iv. Additional Plan Check	\$100
v. Additional Inspection	\$200
Right-of-Way Landscaping, Fence, Etc. - Standard (up to 2 inspections)	
i. Application	\$300
ii. Plan Check	\$200
iii. Inspection	\$400
Total	\$900
iv. Additional Plan Check	\$200
v. Additional Inspection	\$200
Connection to Storm Drain or Atherton Channel:	
i. Application (Per Application)	\$300
ii. Plan Check (Per Application)	\$599
iii. Inspection	
a. In-Pavement (up to 5 inspections)	
i. Trench (per linear foot)	\$48
ii. Bored pit (per pit)	\$1,199
b. Outside Pavement (up to 4 inspections)	
i. Trench (per linear foot)	\$28
ii. Bored pit (per pit)	\$699
Total	Varies
iv. Additional Plan Check	\$599
v. Additional Inspection	
a. In-Pavement	
i. Trench (per linear foot)	\$10
ii. Bored pit (per pit)	\$240
b. Outside Pavement	
i. Trench (per linear foot)	\$7
ii. Bored pit (per pit)	\$175

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Fee
PUBLIC WORKS FEES	
Utility Connect/Disconnect:	
i. Application (Per Application)	\$300
ii. Plan Check (Per Application)	\$400
iii. Inspection	
a. In-Pavement (up to 7 inspections)	
i. Trench (per linear foot)	\$36
ii. Bored pit (per pit)	\$899
b. Outside Pavement (up to 6 inspections)	
i. Trench (per linear foot)	\$24
ii. Bored pit (per pit)	\$499
Total	Varies
iv. Additional Plan Check	\$400
v. Additional Inspection	
a. In-Pavement	
i. Trench (per linear foot)	\$5
ii. Bored pit (per pit)	\$128
b. Outside Pavement	
i. Trench (per linear foot)	\$4
ii. Bored pit (per pit)	\$83
Utility Main:	
i. Application (Per Application)	\$300
ii. Plan Check (Per Application)	\$999
iii. Inspection	
a. In-Pavement (up to 7 inspections)	
i. Trench (per linear foot)	\$40
ii. Bored pit (per pit)	\$999
b. Outside Pavement (up to 6 inspections)	
i. Trench (per linear foot)	\$27
ii. Bored pit (per pit)	\$599
Total	Varies
iv. Additional Plan Check	\$999
v. Additional Inspection	
a. In-Pavement	
i. Trench (per linear foot)	\$6
ii. Bored pit (per pit)	\$143
b. Outside Pavement	
i. Trench (per linear foot)	\$4
ii. Bored pit (per pit)	\$100

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Fee
PUBLIC WORKS FEES	
Telecommunication Installation Permit:	
i. Without Trenching	\$100
ii. With Trenching	See Utility Connect Fee
Property Improvement Permits and Reviews	
Grading and Drainage	Actual Consultant Cost Plus Town Overhead
Detention System Annual Report Filing	\$120
Detention System Annual Report - Submittals Out of Compliance	\$300
Other	
Stop Work Order (Penalty)	50% of Permit Fee
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates
At the discretion of the Public Works Director, additional fees may apply for projects requiring in excess of 8 hours. For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:	
Public Works/Engineering Staff:	\$200 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Police Fees

Service	Fee
POLICE FEES	
Copy of Police Report:	
Without Photos or Tape Copies	\$20
With Photos or Tape Copies	\$119 Per Hour
Vehicle Releases	\$60
Alarm Registration	\$25
Alarm Alert Signs	\$30
Garage Sale/Estate Sale Permits	\$20
Fingerprints	\$58
Solicitor Permit (Valid for six months; business license required)	\$50
After Hours Emergency Construction Permits	\$150
Special Service Request:	
Administrative Fee	\$20
On-Site Personnel Fee	Fully Burdened Hourly Rate x 1.5; 2 Hour Minimum
Clearance Letter	\$20
Microfilmed Reports	\$119 Per Hour
Code Enforcement - Administrative (Penalty)	Billed Hourly; Reference Hourly Rates
For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:	
Records/Communications Staff:	\$119 Per Hour
Patrol/Investigations Staff:	\$154 Per Hour

TOWN OF ATHERTON
FEE SCHEDULE B
WORKING VERSION OF THE MASTER FEE SCHEDULE

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TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Administrative Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
ADMINISTRATIVE FEES				
Photocopying and/or Printing	\$0.10 Per Page	\$11 Minimum	May Be Less Than 100%	\$0.10 Per Page
Digital Transmission of Files	\$0	\$32	0%	\$0
Returned Checks (Non-Sufficient Funds)	\$20	\$124 Plus Bank Fees	16%	\$35 Per Check
Stop-payment Check & Lost Check Replacement	\$0	\$124 Plus Bank Fees	0%	\$35 Per Check
Tape Duplication - Per Tape	\$10	\$64	16%	\$64
Notarize - Per Signature	\$10	\$32	31%	\$10
Certified Copies - Per Copy	\$1	\$32	3%	\$32
Special Event Application Review	\$75	\$218	34%	\$218
Copy of Municipal Code	\$100	Free Via Website or See Photocopying and Printing Charge	n/a	Free Via Website or See Photocopying and Printing Charge
Copy of General Plan	\$40	Free Via Website or See Photocopying and Printing Charge	n/a	Free Via Website or See Photocopying and Printing Charge
Copy of Zoning Ordinance	\$15	Free Via Website or See Photocopying and Printing Charge	n/a	Free Via Website or See Photocopying and Printing Charge
Copy of Budget	\$15	Free Via Website or See Photocopying and Printing Charge	n/a	Free Via Website or See Photocopying and Printing Charge
Copy of Subdivision Ordinance	\$5	Free Via Website or See Photocopying and Printing Charge	n/a	Free Via Website or See Photocopying and Printing Charge
List of All Businesses in Atherton	\$0	Free Via Website or \$69	0%	Free Via Website or \$69
Install and Remove Banner	\$0	\$387	0%	\$387
Business License Processing Fee	\$25 Pass Through	n/a	n/a	\$25 Pass Through
Duplicate Business License Processing Fee	\$25 Pass Through	n/a	n/a	\$25 Pass Through
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	Billed Hourly; Reference Hourly Rates
For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:				
Administration Department Staff:				\$129 Per Hour
Finance Department Staff:				\$166 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of 79% of Cost of Service	Recommended Fee
BUILDING FEES					
Building Permit Fees					
\$1.00 to \$500					
Permit	\$23.50	\$209	11%	\$165	\$155
Plan Review	\$15.28	\$431	4%	\$341 OR 207% of Building Permit Fee	65% of Building Permit Fee
\$501 to \$2,000					
Permit	\$23.50 for the first \$500, plus \$3.05 for each add'l \$100, or fraction thereof, to and including \$2,000	\$209 for the first \$500, plus \$19.60 for each add'l \$100, or fraction thereof, to and including \$2,000	11% -- 14%	\$165 for the first \$500, plus \$15.53 for each add'l \$100, or fraction thereof, to and including \$2,000	\$155 for the first \$500, plus \$3.05 for each add'l \$100, or fraction thereof, to and including \$2,000
Plan Review	65% of Building Permit Fee	\$437 for the first \$500, plus \$6.53 for each add'l \$100, or fraction thereof, to and including \$2,000	3% -- 8%	\$346 for the first \$500, plus \$5.13 for each add'l \$100, or fraction thereof, to and including \$2,000 OR 158% of Building Permit Fee	65% of Building Permit Fee
\$2,001 to \$25,000					
Permit	\$69.25 for the first \$2,000, plus \$14 for each add'l \$1,000, or fraction thereof, to and including \$25,000	\$503 for the first \$2,000, plus \$20.70 for each add'l \$1,000, or fraction thereof, to and including \$25,000	14% -- 40%	\$398 for the first \$2,000, plus \$16.35 for each add'l \$1,000, or fraction thereof, to and including \$25,000	\$201 for the first \$2,000, plus \$14.00 for each add'l \$1,000, or fraction thereof, to and including \$25,000
Plan Review	65% of Building Permit Fee	\$535 for the first \$2,000, plus \$6.26 for each add'l \$1,000, or fraction thereof, to and including \$25,000	8% -- 37%	\$423 for the first \$2,000, plus \$4.96 for each add'l \$1,000, or fraction thereof, to and including \$25,000 OR 88% of Building Permit Fee	65% of Building Permit Fee
\$25,001 to \$50,000					
Permit	\$391.25 for the first \$25,000, plus \$10.10 for each add'l \$1,000, or fraction thereof, to and including \$50,000	\$979 for the first \$25,000, plus \$18.56 for each add'l \$1,000, or fraction thereof, to and including \$50,000	40% -- 45%	\$774 for the first \$25,000, plus \$14.68 for each add'l \$1,000, or fraction thereof, to and including \$50,000	\$523 for the first \$25,000, plus \$10.10 for each add'l \$1,000, or fraction thereof, to and including \$50,000
Plan Review	65% of Building Permit Fee	\$679 for the first \$25,000, plus \$9.40 for each add'l \$1,000, or fraction thereof, to and including \$50,000	37% -- 46%	\$537 for the first \$25,000, plus \$7.44 for each add'l \$1,000, or fraction thereof, to and including \$50,000 OR 66% of Building Permit Fee	65% of Building Permit Fee

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of 79% of Cost of Service	Recommended Fee
BUILDING FEES					
\$50,001 to \$100,000					
Permit	\$643.75 for the first \$50,000, plus \$7 for each add'l \$1,000, or fraction thereof, to and including \$100,000	\$1,443 for the first \$50,000, plus \$41.38 for each add'l \$1,000, or fraction thereof, to and including \$100,000	45% -- 28%	\$1,141 for the first \$50,000, plus \$32.72 for each add'l \$1,000, or fraction thereof, to and including \$100,000	\$775 for the first \$50,000, plus \$18.91 for each add'l \$1,000, or fraction thereof, to and including \$100,000
Plan Review	65% of Building Permit Fee	\$914 for the first \$50,000, plus \$13.32 for each add'l \$1,000, or fraction thereof, to and including \$100,000	46% -- 41%	\$723 for the first \$50,000, plus \$10.52 for each add'l \$1,000, or fraction thereof, to and including \$100,000 OR 54% of Building Permit Fee	65% of Building Permit Fee
\$100,001 to \$500,000					
Permit	\$993.75 for the first \$100,000, plus \$5.60 for each add'l \$1,000, or fraction thereof, to and including \$500,000	\$3,512 for the first \$100,000, plus \$3.82 for each add'l \$1,000, or fraction thereof, to and including \$500,000	28% -- 64%	\$2,777 for the first \$100,000, plus \$3.02 for each add'l \$1,000, or fraction thereof, to and including \$500,000	\$1,958 for the first \$100,000, plus \$5.07 for each add'l \$1,000, or fraction thereof, to and including \$500,000
Plan Review	65% of Building Permit Fee	\$1,580 for the first \$100,000, plus \$1.57 for each add'l \$1,000, or fraction thereof, to and including \$500,000	41% -- 95%	\$1,249 for the first \$100,000, plus \$1.24 for each add'l \$1,000, or fraction thereof, to and including \$500,000 OR 45% of Building Permit Fee	45% of Building Permit Fee
\$500,001 to \$1,000,000					
Permit	\$3,233.75 for the first \$500,000, plus \$4.75 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	\$5,040 for the first \$500,000, plus \$4.86 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	64% -- 75%	\$3,986 for the first \$500,000, plus \$3.84 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	\$3,986 for the first \$500,000, plus \$3.84 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000
Plan Review	65% of Building Permit Fee	\$2,207 for the first \$500,000, plus \$2.60 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000	95% -- 104%	\$1,745 for the first \$500,000, plus \$2.06 for each add'l \$1,000, or fraction thereof, to and including \$1,000,000 OR 46% of Building Permit Fee	45% of Building Permit Fee
\$1,000,001 and up					
Permit	\$5,608.75 for the first \$1,000,000, plus \$3.65 for each add'l \$1,000, or fraction thereof	\$7,469 for the first \$1,000,000, plus \$4.86 for each add'l \$1,000, or fraction thereof	75% -- varies	\$5,906 for the first \$1,000,000, plus \$3.84 for each add'l \$1,000, or fraction thereof	\$5,906 for the first \$1,000,000, plus \$3.84 for each add'l \$1,000, or fraction thereof
Plan Review	65% of Building Permit Fee	\$3,508 for the first \$1,000,000, plus \$2.60 for each add'l \$1,000, or fraction thereof	104% -- varies	\$2,774 for the first \$1,000,000, plus \$2.06 for each add'l \$1,000, or fraction thereof OR 47% of Building Permit Fee	45% of Building Permit Fee

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of 79% of Cost of Service	Recommended Fee
BUILDING FEES					
Permitted Value of Construction					
New Habitable Construction	\$350 Per Square Foot	n/a	n/a	n/a	\$350 Per Square Foot
Remodeled Habitable Construction	\$350 Per Square Foot	n/a	n/a	n/a	\$300 Per Square Foot
New or Remodeled Non-Habitable Construction	\$250 Per Square Foot	n/a	n/a	n/a	\$200 Per Square Foot
Other Building Fees					
Plumbing, Mechanical, Electrical Permit (First Appliance)	\$100	\$418	24%	\$330	\$100
Plumbing, Mechanical, Electrical Permit (Each Additional Appliance)	\$0	\$418	0%	\$330	\$60
Demolition Permit Fee	\$200	\$706	28%	\$558	\$300
Landscape Screening Permit Fee	\$250	\$366	68%	\$289	\$289
Water Well Permit Fee	\$500	\$758	66%	\$599	\$599
Solar Panels Permit Fee	\$250	\$732	34%	\$578	\$250
Heritage Tree Removal - Staff Level (First Tree)	\$100	\$209	48%	\$165	\$100
Heritage Tree Removal - Staff Level (Each Additional Tree)	\$50	\$52	96%	\$41	\$41
Unauthorized Heritage Tree Removal/Damage (Penalty)	\$0	\$209 Per Hour	0%	\$165 Per Hour	\$500
Excavation Permit	\$1,000	\$627	159%	\$496	\$496
Re-Inspection Fee	\$0	\$209 Per Hour	0%	\$165 Per Hour	\$100
Special Inspection or Consultation Inspection Fee	\$0	\$209 Per Hour	0%	\$165 Per Hour	\$83 Per Half Hour
Revision Fee	\$54 Per Hour	\$209 Per Hour	26%	\$165 Per Hour	\$165 Per Hour
Address Change	\$250	\$209 Per Hour or Consultant Costs	Varies	\$165 Per Hour or Consultant Costs	\$165 Per Hour or Consultant Costs
Permit Search	\$20 Plus Photocopying and/or Printing Posts	\$35 Plus Photocopying and/or Printing Posts	57%	\$28 Plus Photocopying and/or Printing Posts	\$20 Plus Photocopying and/or Printing Posts
Reactivation of an Expired Permit	\$0	n/a	n/a	n/a	Up to One-Half the Amount Required for a New Permit for Such Work
Work Commencing Without a Permit (Penalty)	\$0	n/a	n/a	n/a	Up to Twice the Applicable Building Permit Fee, Subject to the Building Official's Discretion

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of 79% of Cost of Service	Recommended Fee
BUILDING FEES					
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	See Hourly Rates	Billed Hourly; Reference Hourly Rates
Second Utility Deposit:					
Deposit	\$5,000	n/a	n/a	n/a	\$10,000
Administrative Fee	\$0	\$209	0%	\$165	\$165
Landscape Screening Deposit:					
Deposit	\$5,000	n/a	n/a	n/a	\$10,000
Administrative Fee	\$0	\$209	0%	\$165	\$165
Temporary Occupancy Deposit:					
Deposit	\$0	n/a	n/a	n/a	\$10,000
Administrative Fee	\$0	\$209	0%	\$165	\$165
Excavation Road Deposit:					
Deposit	\$5,000	n/a	n/a	n/a	\$10,000
Administrative Fee	\$0	\$209	0%	\$165	\$165
Recycling Deposit	\$1,000 Minimum and \$500 Minimum for Re-Roof Permits	n/a	n/a	n/a	\$1,000 Minimum and \$500 Minimum for Re-Roof Permits
SMIP Fee					
SMIP - Residential (California Department of Conservation Mandated Fee)	Valuation Amount X 0.0001	n/a	n/a	n/a	Valuation Amount X 0.0001
SMIP - Commercial (California Department of Conservation Mandated Fee)	Valuation Amount X 0.00021	n/a	n/a	n/a	Valuation Amount X 0.00021

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Building Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of 79% of Cost of Service	Recommended Fee
BUILDING FEES					
Building Standards Administration Special Revolving Fund (Senate Bill No. 1473 State Mandated)					
Permit Valuation					
\$1-25,000	\$1	n/a	n/a	n/a	\$1
\$25,001-50,000	\$2	n/a	n/a	n/a	\$2
\$50,001-75,000	\$3	n/a	n/a	n/a	\$3
\$75,001-100,000	\$4	n/a	n/a	n/a	\$4
Every \$25,000 or fraction thereof above \$100,000	Add \$1	n/a	n/a	n/a	Add \$1

For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:

	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of Cost of Service	Recommended Fee
Building Division Staff:	n/a	\$209 Per Hour	n/a	\$165 Per Hour	\$165 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Planning Fees

Service	Current Fee	Minimum Calculated Fee Amount Assuming Recovery of 100% of Cost of Service	Current Cost Recovery Percentage	Minimum Calculated Fee Amount Assuming Targeted Recovery of 71% of Cost of Service	Recommended Fee
PLANNING FEES					
Conditional Use Permit	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	\$2,771	May Be Less Than 100%	\$1,963	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Variance	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	\$3,241	May Be Less Than 100%	\$2,289	Billed Per Hour with \$2,289 Minimum, Plus \$2,000 Deposit
Heritage Tree Removal Permit	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	\$3,188	May Be Less Than 100%	\$2,293	Billed Per Hour with \$2,293 Minimum, Plus \$2,000 Deposit
Exception Review	Billed Per Hour with \$1,500 Minimum Plus \$1,000 Deposit	\$2,771	May Be Less Than 100%	\$1,963	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Excessive Height	Billed Per Hour with \$1,500 Minimum Plus \$2,000 Deposit	\$2,771	May Be Less Than 100%	\$1,963	Billed Per Hour with \$1,963 Minimum, Plus \$2,000 Deposit
Lot Line Redesignation	Billed Per Hour with \$1,500 Minimum Plus \$1,000 Deposit	\$3,241	May Be Less Than 100%	\$2,289	Billed Per Hour with \$2,289 Minimum, Plus \$2,000 Deposit
Lot Line Adjustment	Billed Per Hour with \$2,500 Minimum Plus \$1,000 Deposit	\$2,300, Plus Additional Consultant Costs	May Be Greater Than 100%	\$1,636	Billed Per Hour with \$1,636 Minimum, Plus \$2,500 Deposit
Tentative Parcel Map	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	\$3,241 Plus Additional Consultant Costs	May Be Greater Than 100%	\$2,289	Billed Per Hour with \$2,289 Minimum, Plus \$2,500 Deposit
Final Parcel Map	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	\$1,829 Plus Additional Consultant Costs	May Be Greater Than 100%	\$1,310	Billed Per Hour with \$1,310 Minimum, Plus \$2,500 Deposit
Appeal	\$750	\$2,300	May Be Less Than 100%	\$1,636	\$750
School Master Plan	\$750	\$1,829	May Be Less Than 100%	\$1,310	\$750
Initial Review/Negative Declaration	Billed Per Hour with \$2,500 Minimum Plus \$1,000 Deposit	\$5,123	May Be Less Than 100%	\$3,595	Billed Per Hour with \$3,595 Minimum, Plus \$2,000 Deposit
Zoning Ordinance Amendment	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	\$5,123	May Be Less Than 100%	\$3,595	Billed Per Hour with \$3,595 Minimum, Plus \$2,500 Deposit
General Plan Amendment	Billed Per Hour with \$5,000 Minimum Plus \$2,500 Deposit	\$5,123	May Be Less Than 100%	\$3,595	Billed Per Hour with \$3,595 Minimum, Plus \$2,500 Deposit
Zoning Review for Home Occupation Business	\$100	\$118	85%	\$82	\$82
Pre-Application Review	\$0	See Hourly Rates	0%	See Hourly Rates	Billed Hourly; Reference Hourly Rates

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Planning Fees

Service	Current Fee	Minimum Calculated Fee Amount Assuming Recovery of 100% of Cost of Service	Current Cost Recovery Percentage	Minimum Calculated Fee Amount Assuming Targeted Recovery of 71% of Cost of Service	Recommended Fee
PLANNING FEES					
Street Easement Vacation	\$1,000	See Hourly Rates	Varies	See Hourly Rates	Billed Hourly; Reference Hourly Rates
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	See Hourly Rates	Billed Hourly; Reference Hourly Rates
Initial Review (2 reviews for fee amount; additional reviews billed hourly):					
a. Fence	\$0	\$222	0%	\$164	\$164
b. Accessory Structures (includes pools)	\$0	\$444	0%	\$328	\$328
c. Accessory Buildings	\$0	\$915	0%	\$655	\$655
d. Additions	\$0	\$1,150	0%	\$818	\$818
e. New Construction	\$0	\$1,856	0%	\$1,308	\$1,308
Revisions to Previously Approved Plans	\$0	See Hourly Rates	0%	See Hourly Rates	Billed Hourly; Reference Hourly Rates

Many of the above-listed fees are applied on an hourly basis and are structured to recover the full cost of service for each activity type. The Town will apply the following hourly rates against recorded time to determine the fee amount owed by each applicant. Hourly rates from other departments outside the Planning Department, including the City Attorney's Office, may also apply if staff from those other departments perform work on a specific application. Additionally, the Town will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.

For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:

	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Calculated Fee Amount Assuming Targeted Recovery of Cost of Service	Recommended Fee
Town Planner:	n/a	\$298 Per Hour	n/a	\$226 Per Hour	\$226 Per Hour
Deputy Town Planner:	n/a	\$250 Per Hour	n/a	\$178 Per Hour	\$178 Per Hour
Senior Planner:	n/a	\$241 Per Hour	n/a	\$169 Per Hour	\$169 Per Hour
Assistant Planner:	n/a	\$208 Per Hour	n/a	\$136 Per Hour	\$136 Per Hour
Administrative Staff:	n/a	\$192 Per Hour	n/a	\$120 Per Hour	\$120 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Parks and Recreation Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PARKS AND RECREATION FEES				
Weddings/Receptions or Social Functions				
One Building Rental				
1 - 100 Guests	\$1,500 Resident, \$1,750 Non-Resident	\$3,128	48% Resident, 56% Non-Resident	\$2,000
101 - 200 Guests	\$1,750 Resident, \$2,000 Non-Resident	\$3,884	45% Resident, 51% Non-Resident	\$2,250
Additional Hour	\$100 Per Hour	\$122 Per Hour	82%	\$100 Per Hour
Additional Attendant	\$25 Per Hour	\$122 Per Hour	20%	\$50 Per Hour
Two Building Rental				
1 - 100 Guests	\$3,000 Resident, \$3,500 Non-Resident	\$3,384	89% Resident, 103% Non-Resident	\$4,000
101 - 200 Guests	\$3,500 Resident, \$4,000 Non-Resident	\$4,396	80% Resident, 91% Non-Resident	\$4,500
Additional Hour	\$100 Per Hour	\$122 Per Hour	82%	\$100 Per Hour
Additional Attendant	\$25 Per Hour	\$122 Per Hour	20%	\$50 Per Hour
Deposit				
Security Deposit:	\$1,000	n/a	n/a	\$1,000
Amount refundable if cancelled more than nine months in advance	\$750	n/a	n/a	\$750
Amount refundable if cancelled seven to nine months in advance	\$500	n/a	n/a	\$500
Amount refundable if cancelled six months or less in advance	\$0	n/a	n/a	\$0

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Parks and Recreation Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PARKS AND RECREATION FEES				
Meetings				
The Main House				
Half Day (Mon. - Fri.) (Four hours)	\$200	\$2,493	8%	\$300
Full Day/Evening (Mon. - Fri.)	\$300; Plus \$25 Per Hour After 5:00 p.m.	\$2,493	Varies	\$400; Plus \$50 Per Hour After 5:00 p.m.
Additional Hour	\$25 Per Hour	\$122 Per Hour	20%	\$50 Per Hour
Carriage House				
Weekday, Half Day (Mon. - Fri.) (Four hours)	\$200	\$2,493	8%	\$200
Weekday, Full Day (Mon. - Fri.) (8:00 am - 5:00 pm)	\$250	\$2,493	10%	\$250
Weekend, Full Day (Sat. - Sun.) (9:00 am - 4:00 pm)	\$250; Plus \$25 Per Hour	\$2,493	Varies	\$250; Plus \$25 Per Hour
Weekend Evening (Fri. - Sun.) (5:00 pm - 11:00 pm)	\$250; Plus \$25 Per Hour	\$2,493	Varies	\$500
Additional Hour or Additional Attendant	\$25 Per Hour	\$122 Per Hour	20%	\$25 Per Hour
Jennings Pavilion				
1 - 100 Guests				
Half Day (Mon. - Fri.) (Four hours)	\$300	\$2,539	12%	\$400
Full Day/Evening (Mon. - Fri.)	\$400; Plus \$25 Per Hour After 5:00 p.m.	\$2,539	Varies	\$500; Plus \$50 Per Hour After 5:00 p.m.
Additional Hour or Additional Attendant	\$25 Per Hour	\$122 Per Hour	20%	\$50 Per Hour
101 - 200 Guests				
Half Day (Mon. - Fri.)	\$400	\$3,550	11%	\$500
Full Day/Evening (Mon. - Fri.)	\$500; Plus \$50 Per Hour After 5:00 p.m.	\$3,550	Varies	\$600; Plus \$100 Per Hour After 5:00 p.m.
Additional Hour or Additional Attendant	\$50 Per Hour	\$122 Per Hour	41%	\$100 Per Hour
Town Related Organizations	\$25 Per Hour	See Meeting Costs of Service Above	Varies	40% Discount for Main House Meeting Rentals; 20% Discount for Carriage House and Jennings Pavilion Meeting Rentals \$250
Security Deposit (1)	\$250	n/a	n/a	
Other				
Day Use Permit (Exclusive Use of Picnic Facilities)	\$25 Per Day	\$122 Per Hour	Varies	\$100 Per Day
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	Billed Hourly; Reference Hourly Rates

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Parks and Recreation Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee

PARKS AND RECREATION FEES

For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:				
Program Director, for services related to facility use:				\$272 Per Hour
Facility Maintenance Staff, for services related to facility use:				\$256 Per Hour
Facility Attendant, for services related to facility use:				\$122 Per Hour

(1) Security deposit not required for Town Related Organizations.

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PUBLIC WORKS FEES				
Encroachment Permits				
Driveway Connection to Street - Asphalt/Pavers:				
Without Driveway Culvert (up to 3 inspections)				
i. Application	See Total Below	\$300	See Total Below	\$300
ii. Plan Check	See Total Below	\$400	See Total Below	\$400
iii. Inspection	See Total Below	\$599	See Total Below	\$599
Total	\$550	\$1,299	42%	\$1,299
iv. Additional Plan Check	\$0	\$400	0%	\$400
v. Additional Inspection	\$0	\$200	0%	\$200
With Driveway Culvert (up to 4 inspections)				
i. Application	See Total Below	\$300	See Total Below	\$300
ii. Plan Check	See Total Below	\$499	See Total Below	\$499
iii. Inspection	See Total Below	\$799	See Total Below	\$799
Total	\$750	\$1,598	47%	\$1,598
iv. Additional Plan Check	\$0	\$499	0%	\$499
v. Additional Inspection	\$0	\$200	0%	\$200
Driveway Connection to Street - Concrete:				
Without Driveway Culvert (up to 4 inspections)				
i. Application	See Total Below	\$300	See Total Below	\$300
ii. Plan Check	See Total Below	\$499	See Total Below	\$499
iii. Inspection	See Total Below	\$799	See Total Below	\$799
Total	\$550	\$1,598	34%	\$1,598
iv. Additional Plan Check	\$0	\$499	0%	\$499
v. Additional Inspection	\$0	\$200	0%	\$200
With Driveway Culvert (up to 5 inspections)				
i. Application	See Total Below	\$300	See Total Below	\$300
ii. Plan Check	See Total Below	\$499	See Total Below	\$499
iii. Inspection	See Total Below	\$999	See Total Below	\$999
Total	\$750	\$1,798	42%	\$1,798
iv. Additional Plan Check	\$0	\$499	0%	\$499
v. Additional Inspection	\$0	\$200	0%	\$200

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PUBLIC WORKS FEES				
Right-of-Way Landscaping, Fence, Etc. - Minor Construction (up to 2 inspections)				
i. Application	See Total Below	\$200	See Total Below	\$200
ii. Plan Check	See Total Below	\$100	See Total Below	\$100
iii. Inspection	See Total Below	\$200	See Total Below	\$200
Total	\$550	\$500	110%	\$500
iv. Additional Plan Check	\$0	\$100	0%	\$100
v. Additional Inspection	\$0	\$200	0%	\$200
Right-of-Way Landscaping, Fence, Etc. - Standard (up to 2 inspections)				
i. Application	See Total Below	\$300	See Total Below	\$300
ii. Plan Check	See Total Below	\$200	See Total Below	\$200
iii. Inspection	See Total Below	\$400	See Total Below	\$400
Total	\$550	\$900	61%	\$900
iv. Additional Plan Check	\$0	\$200	0%	\$200
v. Additional Inspection	\$0	\$200	0%	\$200
Connection to Storm Drain or Atherton Channel:				
i. Application (Per Application)	See Total Below	\$300	See Total Below	\$300
ii. Plan Check (Per Application)	See Total Below	\$599	See Total Below	\$599
iii. Inspection				
a. In-Pavement (up to 5 inspections)				
i. Trench (per linear foot)	See Total Below	\$48	See Total Below	\$48
ii. Bored pit (per pit)	See Total Below	\$1,199	See Total Below	\$1,199
b. Outside Pavement (up to 4 inspections)				
i. Trench (per linear foot)	See Total Below	\$28	See Total Below	\$28
ii. Bored pit (per pit)	See Total Below	\$699	See Total Below	\$699
Total	\$550 Plus Utility Lateral Fee Where in the Street	Varies	Varies	Varies
iv. Additional Plan Check	\$0	\$599	0%	\$599
v. Additional Inspection				
a. In-Pavement				
i. Trench (per linear foot)	\$0	\$10	0%	\$10
ii. Bored pit (per pit)	\$0	\$240	0%	\$240
b. Outside Pavement				
i. Trench (per linear foot)	\$0	\$7	0%	\$7
ii. Bored pit (per pit)	\$0	\$175	0%	\$175

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PUBLIC WORKS FEES				
Utility Connect/Disconnect:				
i. Application (Per Application)	See Total Below	\$300	See Total Below	\$300
ii. Plan Check (Per Application)	See Total Below	\$400	See Total Below	\$400
iii. Inspection				
a. In-Pavement (up to 7 inspections)				
i. Trench (per linear foot)	See Total Below	\$36	See Total Below	\$36
ii. Bored pit (per pit)	See Total Below	\$899	See Total Below	\$899
b. Outside Pavement (up to 6 inspections)				
i. Trench (per linear foot)	See Total Below	\$24	See Total Below	\$24
ii. Bored pit (per pit)	See Total Below	\$499	See Total Below	\$499
Total	Trench = \$10 Per LF; Bored Pit In = \$550; Bored Pit Out = \$300	Varies	Varies	Varies
iv. Additional Plan Check	\$0	\$400	0%	\$400
v. Additional Inspection				
a. In-Pavement				
i. Trench (per linear foot)	\$0	\$5	0%	\$5
ii. Bored pit (per pit)	\$0	\$128	0%	\$128
b. Outside Pavement				
i. Trench (per linear foot)	\$0	\$4	0%	\$4
ii. Bored pit (per pit)	\$0	\$83	0%	\$83

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PUBLIC WORKS FEES				
Utility Main:				
i. Application (Per Application)	See Total Below	\$300	See Total Below	\$300
ii. Plan Check (Per Application)	See Total Below	\$999	See Total Below	\$999
iii. Inspection				
a. In-Pavement (up to 7 inspections)				
i. Trench (per linear foot)	See Total Below	\$40	See Total Below	\$40
ii. Bored pit (per pit)	See Total Below	\$999	See Total Below	\$999
b. Outside Pavement (up to 6 inspections)				
i. Trench (per linear foot)	See Total Below	\$27	See Total Below	\$27
ii. Bored pit (per pit)	See Total Below	\$599	See Total Below	\$599
Total	3% of Value, Plus \$10 Per LF for Trench and \$1,000 Per Pit	Varies	Varies	Varies
iv. Additional Plan Check	\$0	\$999	0%	\$999
v. Additional Inspection				
a. In-Pavement				
i. Trench (per linear foot)	\$0	\$6	0%	\$6
ii. Bored pit (per pit)	\$0	\$143	0%	\$143
b. Outside Pavement				
i. Trench (per linear foot)	\$0	\$4	0%	\$4
ii. Bored pit (per pit)	\$0	\$100	0%	\$100
Telecommunication Installation Permit:				
i. Without Trenching	\$550	\$100	550%	\$100
ii. With Trenching	See Utility Connect Fee	See Utility Connect Fee	See Utility Connect Fee	See Utility Connect Fee
Property Improvement Permits and Reviews				
Grading and Drainage	\$2,000	\$200 Per Hour or Actual Consultant Cost	Varies	Actual Consultant Cost Plus Town Overhead
Detention System Annual Report Filing	\$0	\$120	0%	\$120
Detention System Annual Report - Submittals Out of Compliance	\$0	\$300	0%	\$300

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Public Works Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
PUBLIC WORKS FEES				
Other				
Stop Work Order (Penalty)	50% of Permit	n/a	n/a	50% of Permit
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	Billed Hourly; Reference Hourly Rates
At the discretion of the Public Works Director, additional fees may apply for projects requiring in excess of 8 hours. For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:				
Public Works/Engineering Staff:				\$200 Per Hour

TOWN OF ATHERTON
MASTER FEE SCHEDULE
Schedule of Police Fees

Service	Current Fee	Calculated Fee Amount Assuming Recovery of 100% of the Cost of Service	Current Cost Recovery Percentage	Recommended Fee
POLICE FEES				
Copy of Police Report:				
Without Photos or Tape Copies	\$20	\$20	100%	\$20
With Photos or Tape Copies	\$20	\$119 Per Hour	Varies	\$119 Per Hour
Vehicle Releases	\$40	\$60	67%	\$60
Alarm Registration	\$25	\$60	42%	\$25
Alarm Alert Signs	\$30	\$60	50%	\$30
Garage Sale/Estate Sale Permits	\$25	\$20	125%	\$20
Fingerprints	\$15	\$58	26%	\$58
Solicitor Permit (Valid for six months; business license required)	\$25	\$50	50%	\$50
After Hours Emergency Construction Permits	\$350	\$150	233%	\$150
Special Service Request:				
Administrative Fee	\$50	\$20	250%	\$20
On-Site Personnel Fee	Hourly Rate x 1.5; 2 Hour Minimum	Fully Burdened Hourly Rate x 1.5	58%	Fully Burdened Hourly Rate x 1.5; 2 Hour Minimum
Clearance Letter	\$0	\$20	0%	\$20
Microfilmed Reports	\$0	\$119 Per Hour	0%	\$119 Per Hour
Code Enforcement - Administrative (Penalty)	\$0	See Hourly Rates	0%	Billed Hourly; Reference Hourly Rates

For Services Requested of Town Staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity:

Records/Communications Staff:	\$119 Per Hour
Patrol/Investigations Staff:	\$154 Per Hour



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME GRUBER, CITY MANAGER

DATE: FOR THE MEETING OF SEPTEMBER 16, 2009

SUBJECT: RECONSIDERATION AND APPROVAL OF AMENDMENT #1 TO THE PROFESSIONAL/CONSULTING SERVICES AGREEMENT BETWEEN NBS AND THE TOWN OF ATHERTON FOR COST ALLOCATION PLAN, FULL COST RECOVERY STAFF HOURLY RATES, AND COMPREHENSIVE FEE STUDY

RECOMMENDATION

Approve amendment #1 to the professional/consulting services agreement dated January 29, 2009, with NBS; and authorize City Manager to execute in an amount not to exceed \$14,600.

DISCUSSION

At the City Council meeting on August 19, 2009, the City Council requested additional information to clarify whether the amendment request dated August 7, 2009, for an additional consulting fee of \$14,600 was justified. Staff communicated the request to NBS and received further clarification and a revised amendment request dated September 9, 2009, to better explain the additional services provided by NBS that are outside of the scope of services for the comprehensive fee study. Staff apologizes that the professional/consulting services agreement failed to specify the number of City Council meetings that NBS will attend to present findings to the City Council as related to the comprehensive fee study and should have brought the amendment sooner to the City Council for approval. The proposal to perform consulting services from NBS dated December 30, 2008, page 8, specified in response to the Town's request for cost allocation plan, full cost recovery staff hourly rates, and comprehensive fee study, NBS will attend two meetings of the City Council to present findings or support Town staff in staff's presentation of findings.

Including the September 16, 2009, City Council meeting, NBS would have attended three additional meetings (for a total of five City Council meetings). The three additional meetings

cost \$12,140. This cost covers travel, meetings, and additional work or comparisons as requested by the City Council. Since this is the first time the Town of Atherton conducted a comprehensive fee study, the additional meetings with the City Council are very beneficial and offer an opportunity for the Council to ensure that all aspects are being examined.

Due to the complexity of the various analytical models created by NBS and the need to internally maintain the models on a going forward basis, staff is seeking City Council approval of \$2,460 to allow NBS to conduct an on-site training. This is a new request from Town staff.

FISCAL IMPACT

The total cost for amendment #1 is \$14,600 (\$12,140 + \$2,460). Funding for this amendment can be paid from the General Fund through a transfer of the excess fund available in the Administrative Services Fund (Fund 612).

Prepared by:

Approved by:

/s/ *Louise Ho*

Louise Ho, Finance Director

Jerome D. Gruber, City Manager

Attachment: Professional/Consulting Services Agreement dated January 29, 2009
NBS Proposal to Perform Consulting Services (Scope of Services) dated
December 30, 2008
NBS Request for Amendment to Professional Services Agreement dated
September 9, 2009
Amendment #1 to Professional/Consulting Services Agreement

TOWN OF ATHERTON
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 29th of January, 2009, by and between the **TOWN OF ATHERTON**, a municipal corporation (hereinafter "Town") and **NBS** (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Term of Agreement

This Agreement shall be for a cost allocation plan, full cost recovery staff hourly labor rates, and comprehensive fee study.

Section 2. Scope of Work

Consultant shall provide Town with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full. The duties and services required of Consultant under this Agreement and pursuant to this Section 2 are referred to throughout the remainder of this Agreement as "the Work."

Section 3. Responsible Individual

Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

Section 4. Work Schedule

Consultant shall be available to complete each task in a timely manner as specified in the Request for Proposal unless time extension is granted by the Town. Consultant shall not be held responsible for delays caused beyond its reasonable control.

Section 5. Compensation

In consideration of the performance of the Work described in Section 2, Consultant shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge Town for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 5 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 6. Amendments

In the event Town desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Section 7. Independent Contractor - Subcontractors

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of Town. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

Section 8. Consultant's Responsibility

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that Town relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by Town of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 5 of this Agreement.

Section 9. Hold Harmless and Indemnification

Consultant shall indemnify, defend and save Town, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

Section 10. Insurance

Consultant shall provide proof of insurance coverage during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$2,000,000 per claim. Carrier shall provide notice to the Town of any change in or limitation of coverage or cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirement shall also be provided.

Section 11. Compliance with Applicable Laws, Permits and Licenses

Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement.

Section 12. Nondiscrimination

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision 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.

Section 13. Consultant Conflict of Interest

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 14. Assignment

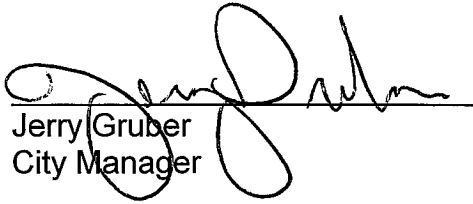
Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of Town.

Section 15. Ownership of Documents

Consultant agrees that all documents produced in the performance of this Agreement shall be available to the Town upon request. The Work shall be used solely for the project for which it was originally intended.

In Witness Whereof, Town and Consultant have executed this Agreement as of the date first written above.

Town of Atherton


Jerry Gruber
City Manager

NBS

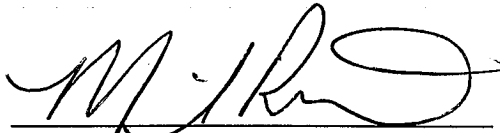

By: MICHAEL RENTNER
PRESIDENT & CEO

Exhibit A

SCOPE OF WORK

1. Cost Allocation Plan

Develop a Cost Allocation Plan and Overhead Rates stated as a percentage of direct costs, for all Town Departments and funds.

Develop a model and methodology for gathering data and periodically updating the Cost Allocation Plan and Overhead Rates as new costs are added or old costs are eliminated or modified. The model should be in spreadsheet or database format that automatically recalculates as cost items are input.

Advise Town staff on application of model to future funds, department, programs and activities.

Present a preliminary plan to Town management and adjust as necessary.

Present the Cost Allocation Plan and Overhead Rate Study to the City Council.

2. Full Cost Recovery Staff Hourly Labor Rates

Identify all staff positions whose time can properly be allocated to or among Town departments, funds, programs, activities and/or fees charged for Town services.

Determine each staff position's direct cost (stated in dollars and cents per hour) that includes fringe benefits (stated both in dollars and cents per hour and as a percentage of salary) and overhead rate (stated as a percentage of direct cost).

Review existing programs in place that capture employee time and allocate it to projects.

Develop a model and methodology by which finance staff can gather data and periodically update the staff labor rates as new salaries and pay rates, fringe benefits and other costs are added or old costs are eliminated or modified. The model should be in spreadsheet or database format that automatically recalculates as cost items are input.

Advise Town staff on the application of the model to future funds, departments and programs.

Present a preliminary plan to Town management and adjust as necessary.

Present the Full Cost Recovery Staff Hourly Labor Rate Study to the City Council.

3. Comprehensive Fee Study

Meet and confer with Town staff to gain an understanding of the Town's existing fee structure, current and future development environment, and political considerations.

Conduct a comprehensive review of existing fees and service charges including various administration, planning, police, park programs, building, public works permit fees.

Identify the total cost of providing each Town service at the lowest reasonable activity level (utilizing the cost allocation plan and full cost recovery labor rates).

Where the Town is currently charging for services, compare existing recovery levels and fees with service costs and identify services for which the Town is not currently charging, but could lawfully do so.

Recommend revised and/or new fees and service charges where cost recovery might be appropriate in light of the Town's existing policies and practices, the practices of neighboring cities, and market fee rate.

Recommend appropriate fees and service charges where full cost recovery might be unrealistic or undesirable.

Develop a model and methodology for gathering data and periodically updating the fees and service charges schedules for inflation and as new costs are added and old costs eliminated or modified. The model should be in spreadsheet or database format that automatically recalculates as cost items are input.

Prepare a report that identifies each Town service, its full cost, the costs currently being recovered, and the recommended cost recovery levels. For each activity, the report should define and identify direct and indirect costs.

Prepare a report that evaluates the impact on Town revenues by fund, program or activity, and in total, of recommended changes in the fee and service charge structure.

Advise Town staff on the application of the cost allocation model developed in determining appropriate fees and charges based on program costs in the future.

Prepare a report that compares the Town's fee and service charges to similar cities selected by Town with Consultant's input.

Present initial findings and recommendations to management and adjust as necessary.

Prepare and deliver to the City Council a report on findings and recommendations, to facilitate an understanding by the City Council and the Public of the methodologies, issues and recommendations resulting from the fee study.

Exhibit B

FEE SCHEDULE

1. Cost allocation plan	\$ 9,900
2. Full Cost Recovery Staff Hourly Labor Rates	5,300
3. Comprehensive Fee Study	<u>22,200</u>
Total not-to-exceed	\$37,400

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2009

PRODUCER License # 0B23506 (858) 541-2900
Vanorsdale Insurance Services
4909 Murphy Canyon Road, Suite 510
San Diego, CA 92123

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED	NBS Government Finance Group 32605 Temecula Parkway, Suite 100 Temecula, CA 92592

INSURER A: Maryland Casualty Insurance Company

INSURER B: American States Insurance Company

INSURER C: **Republic Indemnity**

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PAS00053837	9/24/2008	9/24/2009	EACH OCCURRENCE	\$ 2,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 10,000
		☐				PERSONAL & ADV INJURY	\$ 2,000,000
		☐				GENERAL AGGREGATE	\$ 4,000,000
		☐				PRODUCTS - COM/OP AGG	\$ 4,000,000
		☐					
		☐					
		GEN'L AGGREGATE LIMIT APPLIES PER:					
☒ POLICY	☐ PRO-JECT	☐ LOC					
B		AUTOMOBILE LIABILITY	01CH0603344	9/24/2008	9/24/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		☒ ANY AUTO				BODILY INJURY (Per person)	\$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO				OTHER THAN EA ACC	\$
		☐				AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
		☐					\$
		☐ DEDUCTIBLE					\$
		☐ RETENTION \$					\$
		☐					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	17355502	9/24/2008	9/24/2009	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

***Except 10 days notice of cancellation for non-payment of premium.**

Proof of Insurance

CERTIFICATE HOLDER

Town of Atherton
91 Ashfield Road
Atherton, CA 94027-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD TM **CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
1/27/2009

PRODUCER License # 0B23506 (858) 541-2900
 Vanorsdale Insurance Services
 4909 Murphy Canyon Road, Suite 510
 San Diego, CA 92123

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INSURED NBS Government Finance Group
 32605 Temecula Parkway, Suite 100
 Temecula, CA 92592

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Insurance Compar

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COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	PHSD361580	9/24/2008	9/24/2009	Each Wrongful Act \$2,000,000
A	Professional Liability	PHSD361580	9/24/2008	9/24/2009	Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Except 10 days notice of cancellation for non-payment of premium.

Proof of Insurance

CERTIFICATE HOLDER

Town of Atherton
 91 Ashfield Road
 Atherton, CA 94027-

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Proposal to Perform Consulting Services

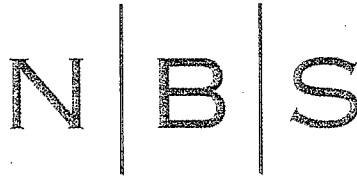
**Cost Allocation Plan,
Full Cost Recovery Staff Hourly Labor Rates, and
Comprehensive Fee Study**

for the

Town of Atherton

December 30, 2008

Submitted by



870 Market Street, Suite 1223
San Francisco, CA 94102
800.434.8349

SCOPE OF SERVICES**Cost Allocation Plan**

NBS will prepare a Cost Allocation Plan for the Town of Atherton. A Cost Allocation Plan is an analysis – accompanied by supporting documentation – which distributes the general governmental and support services costs of the Town to the direct services and activities provided to the public. These allocated “indirect” costs can include functions such as Town management, financial services, administrative services, human resources, legal services, information technology support, facilities maintenance, facilities and equipment use, and others. These indirect costs can also be referred to as Town-wide overhead.

In most cases, in order to recover these indirect costs, the costs must be documented through the use of a formal cost allocation plan. And, in the case of any federal or state application, the plan must follow the guidelines distributed by the federal OMB Circular A-87, and possibly, official guidelines published by the Office of the Controller of the State of California.

Common uses for the results of a Cost Allocation Plan are:

- Determination of agency-wide overhead to be used in the fully-loaded cost basis for fees and charges imposed by the town
- Establishment of indirect and/or overhead rates applicable to direct labor charges
- Determination of any interfund charges
- Identification of mark-ups on costs directly passed-through to users
- Establishment of rates to be used for recovery of costs from external funds such as state/federal grants or agreements with other agencies

The NBS-developed Cost Allocation Plan will generate all of the above-listed results, which are essentially different expressions of overhead costs. Overhead costs and rates derived through the Cost Allocation Plan will be used in the remaining two project elements discussed in this proposal: fully-burdened hourly rates for Town labor and updated fees.

In the NBS approach, the Cost Allocation Plan encompasses the following analytical steps:

- Compiles actual Town cost data
- Expresses costs according to the functions of service they provide
- Makes any necessary adjustments to costs for A-87 compliance (where applicable)
- Assigns a factor to use as a basis for allocation for each indirect cost pool
- Performs a two-step series of allocations
- Derives total assigned overhead amounts by public service
- Expresses rates that represent total indirect costs assigned

Aside from accurately reflecting Town costs, the most important step in preparing a reasonable cost allocation plan is the selection of allocation factors. These data sets should represent either the actual or estimated workload of the function allocated or a reasonable and generally accepted means of apportioning benefit for the function allocated. In this way, resulting cost allocations represent a reasonable component to the full cost of Town services that may be recovered from individuals/entities through fees and charges or other external sources of cost recovery.

“

"Quality is paramount in the services you provide, and we have faith in [NBS's] professional abilities, accuracy, timelines, and overall integrity."

”

John Donoghue
Financial Analyst
City of Folsom

Full Cost Recovery Staff Hourly Labor Rates

NBS will prepare a report detailing the fully-burdened hourly rates for all Town labor positions. Fully-burdened hourly rates encompass the individual labor costs of each person, including: salaries/wages and benefits; a provision for non-labor costs supporting the individual organizations within which each individual is assigned; a possible provision for departmental overhead; and a provision for Town-wide indirect costs, as derived in the Cost Allocation Plan discussed in the first project element described in this proposal.

Based on the desired use of these rates, the report will make it possible for each individual cost layer to be removed or combined with others. The reason for this is that not all uses for labor rates are uniform in the costs appropriate or allowed. For example, in some cases, adding departmental overhead may be duplicative if individuals traditionally considered as overhead within a department are the actual individuals for whom labor rates are needed. In other cases, a provision for non-labor costs, such as materials and supplies, may not be necessary if actual materials and supplies are charged out separately. The NBS work product – a spreadsheet report with narrative instruction – will make each cost layer of the labor rates transparent for universal applicability.

Fully-burdened hourly rates for Town staff are a significant part of the foundation for the Comprehensive Fee Study discussed in the next project element. In addition to serving that critical role in the cost of service analysis supporting fees, fully-burdened hourly rates for Town labor are also useful in other applications for which the Town may find opportunities for cost recovery. These applications can include occurrences when a private individual or entity requests or causes Town service for an activity not listed in the Town's fee schedule, special projects or special events for which Town costs need to be calculated for either informational or actual cost recovery purposes, and any other instance where costs must or should be documented.

Beyond individual rates, fully-burdened hourly rates may also be expressed functionally within a certain department and for service department-wide in each of the Town's organizational units. All information – at every level of detail calculated – will flow forward to the final project element in this effort: the Comprehensive Fee Study.

Comprehensive Fee Study

NBS will complete a Comprehensive Fee Study for the Town of Atherton. Fees to be evaluated in this study include: development review services (planning, building, and engineering fees), administrative fees, parks and recreation fees, police fees, and public works fees. NBS understands that this list may not be all-inclusive and is prepared to process all user fees and regulatory fees imposed by the Town. In fact, the study may identify potential areas for new fees based on activities being performed by the Town without a fee and discovered by consultants through the data collection process or through comparison to other agencies. However, the study will exclude development impact fees, any utility rates, and punitive fines/penalties.

User fees are charges imposed by the Town for a service provided, while regulatory fees are those imposed to recover costs associated with the Town's power to police certain activities – like development – in the interests of public health and safety. Both sets of fees are within the Town's discretion to charge, and in most cases, the only limitation on these fees is that they not exceed the costs incurred to provide the service or perform the function. The Town does not have to conduct a Proposition 218 process to impose these fees, nor are they covered by the strict guidelines of the Mitigation Fee Act.

To determine the Town's maximum in imposing these fees, NBS will conduct a cost of service analysis and fee design exercise. These efforts identify the full cost of service eligible for recovery from fees and translate those costs into a fee structure for various programs. Determination of the full cost of service is an analytical exercise combining Town cost and organizational information with results derived in the first two project elements described in this proposal. Translating costs into a fee structure encompasses some policy development to identify the level of costs the Town should or targets to recover from the individuals and entities subject to the fees. NBS will facilitate both phases of effort, with the participation and feedback of departmental stakeholders greatly desired and recommended.

The steps in our analytical methodology are illustrated in the following exhibit.

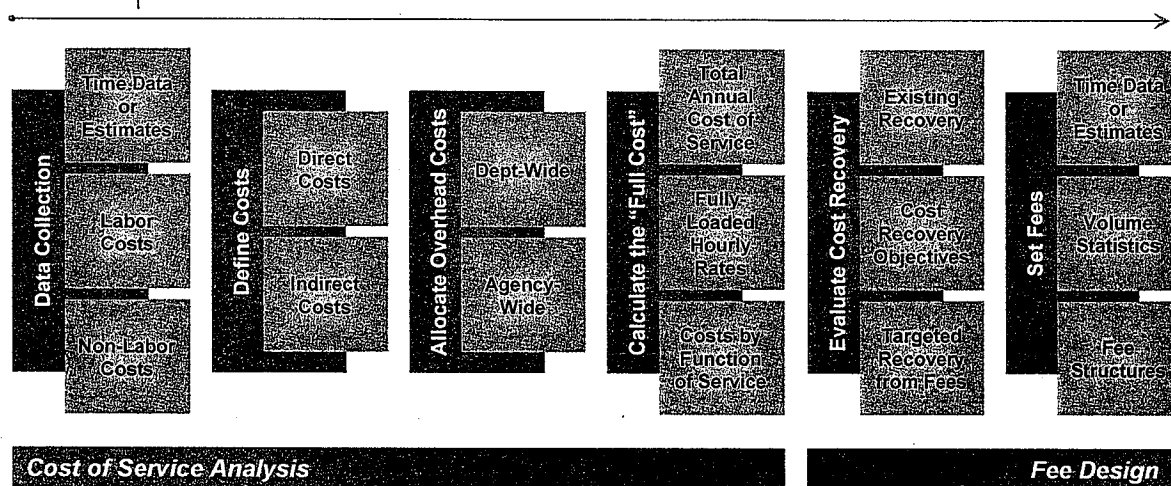


Illustration of the NBS Fee Study Method

[WORK PLAN]

Cost Allocation Plan

The following outline describes the detailed execution of NBS' approach to preparing a Cost Allocation Plan for the Town.

1. *Meet with Town Staff* – Meet with Town staff in one onsite event to kick-off the project and prepare for subsequent data collection efforts and near-term review points of analytical efforts. This meeting will also include discussion of overall project goals, objectives the Town hopes to accomplish, issues that must be addressed, and other topics, including integration of work products within existing practices, policies, and systems. This meeting should include only those staff members who will be the primary stakeholders in the development of the cost allocation work products, which typically encompasses individuals from Finance.
2. *Collect Data* – Gather and review published Town information and readily-available data. Issue a comprehensive data request to Town staff, to include items such as the adopted Town budget document, detailed revenue and expense budgets for the last completed fiscal year and the current budget, labor cost detail, any timekeeping data currently recorded by Town staff, and any relevant volume/activity statistics currently tracked by the Town. Should the Town desire incorporation of existing cost allocation practices, the existing cost allocation plan will be requested as well.

3. *Develop the Cost Allocation Structure* – Upon initial discussion with Town staff, conduct a more thorough examination of the Town's current organizational and financial structure and determine the Town-wide indirect/support services that should be included in the overhead cost allocation plan. Identify departments, divisions, and potential functional service levels in which to summarize indirect costs. Compile associated costs and make any necessary adjustments to costs to ensure capture only of support services costs. Work with the Town staff to discuss the identified structure and ensure that the proposed direction will satisfy all Town-wide requirements for indirect cost allocation.
4. *Develop the Cost Allocation Model* – Develop an indirect cost allocation model in a spreadsheet environment. Reflect the Town's organizational and financial structure and target a user-friendly, sustainable configuration for the Town's future use. Include easily-identifiable and annotated data entry areas, the necessary computations to perform primary and secondary cost allocations Town-wide, and summary reports identifying total annual costs allocated and corresponding indirect/overhead rates.
5. *Develop Allocation Factors* – Discuss with Town staff the recommended cost allocation detail and corresponding bases for apportioning costs Town-wide. With Town staff buy-in and cooperation, embark on data collection to develop sets of information to be used as factors for cost allocation. (The study will seek primarily to use data sets already maintained for other purposes in order to minimize ongoing labor burdens in maintaining future cost allocations; however, new data sets may be developed where warranted.) Incorporate data sets into the new allocation model, annotating data sources for the Town's ease of use in the future.
6. *Prepare Preliminary Allocations and Rates* – Input cost and allocation factor data into the overhead cost allocation model, and generate new overhead cost allocation results Town-wide. Issue preliminary findings to Town staff and solicit feedback before finalizing results. If desired, compare new overhead cost allocations with results from the prior plan and explain the reason for any differences.
7. *Conduct Review Meetings* – Meet with Town staff ~~twice~~ during this process to review analysis and findings. Meetings will be held concurrently with meetings described in other project elements described in this proposal.
8. *Issue the Draft Report* – Prepare a draft report documenting the Cost Allocation Plan. Include an executive summary, citation of data sources and key analytical assumptions; illustration of analytical methods; presentation of findings; and delineation of a proposed near- and long-term action plan related to implementation and maintenance of the plan's results. Include a technical appendix showing the analysis and any relevant data sources. Issue the draft report in electronic form (portable document format) to Town staff.
9. *Issue the Final Report* – Receive feedback and proposed modifications to the draft report from Town staff. Incorporate revisions as appropriate. Issue the report as final. Prepare ten bound originals of the report for the Cost Allocation Plan, one unbound original, and one electronic version in portable document format (PDF).
10. *Issue the Final Technical Model* – Finalize the cost allocation model for delivery to Town staff for the Town's future in-house use in maintaining cost allocations and overhead rates. The model will be developed in the Microsoft Excel spreadsheet environment and delivered to the Town on compact disc and via email.

Full Cost Recovery Staff Hourly Labor Rates

The following outline describes the detailed execution of NBS' approach to deriving Full Cost Recovery Staff Hourly Labor Rates for the Town.

1. *Meet with Town Staff* – In the same event discussed above for the Cost Allocation Plan, consultants will discuss with Town staff expectations and requirements for the development of fully-burdened hourly rates. Again, this meeting should only be attended by staff members who will be the primary users of the information currently and keepers of the analytical reports in the future.
2. *Collect Data* – In the same process discussed above for the Cost Allocation Plan, consultants will gather and review published Town information and readily-available data.
3. *Develop the Labor Inventory* – Prepare a worksheet describing each position in the Town and provide capacity for future change in quantity of staff and organization. Incorporate labor cost detail for each position, hours worked, and leave assumptions. Identify direct and indirect positions, e.g., positions that in some variation of the report might be layered as departmental or Town-wide overhead to other positions. Express individual labor costs per productive hour. Summarize labor rates by individual, functional grouping where appropriate, and organizational unit.
4. *Analyze Non-Labor Costs* – Prepare worksheets detailing non-labor operating expenditures by organizational budget unit. Make adjustments for expenditures unrelated to general Town labor. Express non-labor costs per productive hour by organizational unit and layer onto individual labor rates.
5. *Allocate Departmental Overhead Costs* – For one variation of the model, allocate managerial or department leadership positions to direct personnel within each organizational unit, and express a cost per productive hour for departmental overhead to layer onto individual labor rates.
6. *Apply Cost Allocation Plan Results* – Apply the Town-wide indirect rates derived in the Cost Allocation Plan to each hourly labor rate developed through the prior steps.
7. *Conduct Review Meeting* – In one of the meetings provided for in the Cost Allocation Plan, meet with Town staff to review the development and presentation of fully-burdened hourly rates. Review preliminary outcomes and discuss applicability in the Comprehensive Fee Study.
8. *Finalize the Labor Rate Model* – Incorporate Town staff feedback into the labor rate model and finalize the worksheet for ultimate delivery to Town staff for the future in-house use in maintaining and updating labor rates as costs and organization change. The model will be developed in the Microsoft Excel spreadsheet environment and delivered to the Town on compact disc and via email.
9. *Document Current Findings* – Prepare a narrative description of data sources and technical procedures for deriving fully-burdened hourly labor rates. Include documentation in the final report for the Cost Allocation Plan and/or the Comprehensive Fee Study, as deemed appropriate at the time of the project.

Comprehensive Fee Study

The following outline describes the detailed execution of NBS' approach to completing the Comprehensive Fee Study for the Town.

1. *Review Existing Fee Schedules* – Review the Town's existing schedule of fees. At project kick-off, discuss with Town staff any issues with existing fees: structure, cost recovery, administration, etc. Determine the best analytical approach for each major fee type – primarily, the level of analytical detail necessary – for purposes of modeling the best next steps in data collection.
2. *Meet with Town Staff* – Meet with Town staff in two onsite events to kick-off the project and prepare for subsequent data collection efforts and near-term review points of analytical efforts. The first meeting ideally would include key representatives from each department with a stake in the fee study, including those departments whose fees will be reviewed and those departments driving policies or practices related to fees. The purpose of this meeting is to describe high-level expectations and areas where Town-wide policy input will be necessary. The second event will actually be a series of meetings when consultants meet individually with the lead departments of each major fee category. This will allow the departments to speak at a detailed level regarding issues, goals, and information availability supporting their specific fees. It will also allow consultants to determine the best process for gathering time estimates from each department in later steps within the Fee Study. Ideally, these meetings will be scheduled around the same time as the initial meetings described in the first two project elements.
3. *Collect Data* – Gather and review published Town information and readily-available data. Issue a comprehensive data request to Town staff, to include items such as the adopted Town budget document, detailed revenue and expense budgets for the last completed fiscal year and the current budget, labor cost detail, any timekeeping data currently recorded by Town staff, and any relevant volume/activity statistics currently tracked by the Town. This process will be conducted at the same time as data collection for the first two project elements, as much of the information is duplicative.
4. *Conduct Departmental Interviews* – Conduct a series of onsite events to gather staff time information across Town departments and functions. Even if formal timekeeping is conducted by the Town on a regular basis, it is a normal part of any fee study to supplement such data with information acquired through questionnaires and interviews/group discussions with staff. These interviews, discussions, and/or questionnaires will be structured to minimize the amount of disruption to ongoing operations.
5. *Develop the Cost of Service Model* – Develop the cost of service models with which to determine the "full cost" basis for the Town's user fees and regulatory fees. Much of the cost of service model will be completed through the second project element described earlier, which derives fully-burdened hourly labor rates. Analytical structure will vary by fee type, but some additional tasks may include an additional step to allocate departmental costs to functions of service. Consultants would use financial and labor data to express the cost of each program area across major functions of the services provided or activities of regulation, where warranted. Consultants will identify direct and indirect labor costs, allocate non-labor costs, and add any specific non-labor/materials costs affiliated with particular fee-types. In most cases, fully-burdened hourly rates will be applied to

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"NBS has done an exemplary job in handling much of our City's complex district work, allowing our staff to concentrate on their own essential tasks. Their analysts are extremely knowledgeable, quick to respond, and are a pleasure to work with."

”

Betsy St. John
Director of Finance and
Admin Services
City of Palmdale

time estimates to derive activity or functional costs of service that can be compared to current fee levels.

6. *Meet with Departmental Staff* – Conduct a series of meetings to review preliminary cost of service results with each lead department. Discuss possible revisions to the underlying analysis. Begin discussions regarding cost recovery from fees.
7. *Identify Current Cost Recovery Levels* – Determine current cost recovery levels. Compare the full cost of services to current revenues generated by corresponding fees to determine the level of current cost recovery from fees for each type of service or regulatory function. Identify the amounts to which other resources – such as General Fund revenues – are supporting each fee program.
8. *Develop Cost Recovery Targets* – Establish cost recovery targets for each program area. If cost recovery targets in some areas are already established, apply them to the full cost results. For other areas, conduct a community values discussion with Town staff to analyze the public and private benefits of each fee-based program area, with the intent of helping to establish policy-based targets for cost recovery from fee revenues. Assist lead departments in crafting recommendations to the Town Council regarding cost recovery policy for each broad area of fees.
9. *Evaluate Fee Structures* – Analyze fee characteristics to select appropriate fee structures. To the extent possible, utilize any volume data and staff time estimates to analyze activity patterns, and make recommendations as to the most effective fee structure for each subset of services or regulatory functions.
10. *Meet with Departmental Staff* – Conduct a series of meetings with each lead department (scheduled over a two-day period) to review revised cost of service findings, discuss cost recovery levels, and evaluate individual fee structures.
11. *Survey Neighboring Communities* – Gather fee schedules from up to five neighboring communities, selected by Atherton staff. Consolidate information and present fees in comparison to the Town's existing and proposed fees.
12. *Develop Fee Schedules* – Apply cost of service results, cost recovery targets, and fee design decisions to develop recommended fees for Town consideration. If desired, consolidate information into a single master fee schedule. Provide full cost information and cost recovery targets in the fee schedule, if desired. Issue the fee schedule to the Town electronically for internal review. Revise the fee schedule based on departmental feedback.
13. *Compose the Draft Report* – Prepare a draft report documenting the complete work of the project. Include an executive summary, citation of data sources and key analytical assumptions; illustration of analytical methods; presentation of findings; and delineation of a proposed near- and long-term action plan related to fees and associated practices. Include a technical appendix showing the analysis and any relevant data sources. Include the final, proposed master fee schedule. Issue the draft report in electronic form (portable document format or PDF) to Town staff.
14. *Meet with Town Management Group* – Meet with the Town management group (including representatives from each involved department) in one onsite event to review the draft report and any materials developed early for subsequent Town Council presentation.

15. *Present Findings to the Town Council* – Prepare for and attend two meetings of the Council to present findings or support Town staff in staff's presentation of findings. These meetings can be conducted in any format (e.g., regular meeting, workshop, and/or public hearing) requested. }
16. *Prepare the Final Report* – Upon completion of the study, revise the draft report to document any Town Council action. Issue the final report, providing five bound copies, one unbound copy, and one electronic copy in portable document format (PDF).
17. *Issue the Final Technical Model* – Finalize the cost of service and fee design model for delivery to Town staff for the Town's future in-house use in maintaining fees as costs and activity levels change. The model will be developed in the Microsoft Excel spreadsheet environment and delivered to the Town on compact disc and via email.

AMENDMENT #1 TO PROFESSIONAL/CONSULTING SERVICES AGREEMENT

The **PROFESSIONAL/CONSULTING SERVICES AGREEMENT** ("Agreement") by and between the **TOWN OF ATHERTON** ("Town") and **NBS** ("Consultant") dated January 29, 2009, is hereby amended this ____th day of September, 2009, as follows:

1. In consideration of services provided above original work plans, total compensation payable to Consultant shall be increased from \$37,400 to \$49,540, an increase of \$12,140 as described in Exhibit A.
2. For an additional amount of not-to-exceed \$2,460 as described in Exhibit B, NBS agrees to provide on-site training to Town staff on the setup, usage, and maintenance of the various analytical models created by NBS per the agreement for cost allocation plan, full cost recovery staff hourly rates, and comprehensive fee study.

All other terms of the Agreement shall remain the same.

In Witness Whereof, Town and Consultant have executed this Agreement as of the date first written above.

Town of Atherton

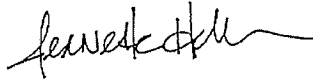
NBS

Jerry Gruber
City Manager

By: _____

Thank you for your consideration of our requests regarding amendment of our existing agreement for unanticipated levels of service, as well as provision for a newly requested service. Please contact me at 800.676.7516 or jhahn@nbsgov.com with any questions or concerns.

Sincerely,



Jeanette Hahn
NBS Director of Financial Consulting / Atherton Project Manager

Exhibit 1. Calculation of Consulting Fee for Additional City Council Meetings

Activity	Distribution of Consultant Labor (Hours)				Grand Totals	
	Project Mgr., J. Hahn	Sr. Consultant J. Hahn	Consultant, T. Madsen	Analyst, J. Bero	Consultant Labor (hrs.)	Consultant Costs (\$)
<i>Hourly Rate</i>	<i>\$190</i>	<i>\$150</i>	<i>\$130</i>	<i>\$100</i>		
Additional City Council Meetings (Onsite):						
6/25/2009 (1)	5.0	-	5.0	-	10.0	\$ 1,600
7/28/2009 (1)	5.0	-	5.0	-	10.0	1,600
8/19/2009 (1)	3.0	-	3.0	-	6.0	960
Supplemental Activities from Additional Meetings (Offsite):						
Meeting/Presentation Preparation (3)	-	12.0	6.0	4.0	22.0	2,980
Analytical Iterations (2)	-	-	20.0	24.0	44.0	5,000
TOTAL: Additional Council Meetings	13.0	12.0	39.0	28.0	92.0	12,140

Exhibit 2. Estimated Consulting Fee for New Service

Activity	Distribution of Consultant Labor (Hours)				Grand Totals	
	Project Mgr., J. Hahn	Sr. Consultant J. Hahn	Consultant, T. Madsen	Analyst, J. Bero	Consultant Labor (hrs.)	Consultant Costs (\$)
<i>Hourly Rate</i>	<i>\$190</i>	<i>\$150</i>	<i>\$130</i>	<i>\$100</i>		
Analytical Model Training Session	-	6.0	12.0	-	18.0	2,460
TOTAL: New Service	-	6.0	12.0	-	18.0	2,460



September 9, 2009

Louise Ho
Finance Director
Town of Atherton
91 Ashfield
Atherton, CA 94027

Re: Request for Amendment to Professional Services Agreement

Dear Ms. Ho:

The purpose of this letter is to request an amendment to the existing professional services agreement between the Town of Atherton and NBS associated with the Town's Cost Allocation Plan, Full Cost Recovery Hourly Labor Rates, and Comprehensive Fee Study. The consulting fee agreed upon by the Town and NBS was established as an amount not to exceed \$37,400.00 for a defined scope of services.

Additional City Council Meetings

During the course of this study, events outside the control of the NBS project team have led to an elongation of the originally anticipated schedule, resulting in an extended public meeting process. This level of process was not anticipated by NBS when we submitted our original scope of services and estimated our not-to-exceed consulting fee.

The additional efforts incurred by NBS due to the process extension are caused primarily by additional, unanticipated onsite City Council meetings. Our scope of services included preparation for and attendance at a total of two City Council meetings, which we exhausted on April 7th and June 1st. Since then, we have attended Council meetings on June 25th and July 28th, and we are scheduled for a final Council meeting on September 16th. Efforts associated with these additional meetings include attendance at each event, preparation of presentation and written materials (for all three of the meetings), and subsequent generation of analytical iterations to respond to direction received (for only two of the meetings).

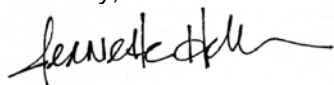
To cover total efforts associated with these three additional City Council meetings, NBS respectfully requests an amendment to our professional services agreement to allow an additional consulting fee of \$12,140.00. This addition would raise our contract limit from \$37,400.00 to \$49,540.00. A table illustrating the calculation of our requested additional fee is listed at the conclusion of this letter as Exhibit 1.

New Service Request

Additionally, the Town has requested an onsite training session in the future use and maintenance of the analytical models developed during this study. NBS will provide this new service upon approval of an additional consulting fee of \$2,460.00. A table illustrating the calculation of this consulting fee is listed at the conclusion of this letter as Exhibit 2.

Thank you for your consideration of our requests regarding amendment of our existing agreement for unanticipated levels of service, as well as provision for a newly requested service. Please contact me at 800.676.7516 or jhahn@nbsgov.com with any questions or concerns.

Sincerely,



Jeanette Hahn
NBS Director of Financial Consulting / Atherton Project Manager

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Analytical Model Training Session	-	6.0	12.0	-	18.0	2,460
TOTAL: New Service	-	6.0	12.0	-	18.0	2,460



Town of Atherton

CITY COUNCIL STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEROME D. GRUBER, CITY MANAGER

DATE: FOR THE MEETING OF AUGUST 19, 2009

**SUBJECT: TOWN RESPONSE TO CIVIL GRAND JURY REPORT ON
*TRASHTALK: RETHINKING WASTE MANAGEMENT RFP PROCESS BY
THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY***

RECOMMENDATION

Staff recommends that the City Council authorize and direct the mayor to sign, and the City Clerk to forward, the attached proposed response to the Civil Grand Jury report *regarding Trashtalk: Rethinking Waste Management RFP Process by the South Bayside Waste Management Authority*.

BACKGROUND

On July 10, 2009 the San Mateo County Civil Grand Jury issued a report entitled *Trashtalk: Rethinking the Waste Management RFP Process by the South Bayside Waste Management Authority Report* on July 10, 2009. The report includes a series of findings and recommendations in connection with the contractor selection processes for a collection services contractor and a facilities operation contractor.

DISCUSSION

The San Mateo County Civil Grand Jury issued a report entitled *Trashtalk: Rethinking the Waste Management RFP Process by the South Bayside Waste Management Authority Report* on July 10, 2009. In that report, the Grand Jury makes thirteen findings. It also makes three recommendations. The Towns response is due no later than Thursday, October 8, 2009:

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

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

A draft response to the Grand Jury for the Council's consideration has been prepared.

FISCAL IMPACT

Staff time was required to prepare this response. There are no other fiscal impacts.

ALTERNATIVES

1. Approve the response as proposed and direct that it be filed with the San Mateo County Superior Court..
2. Modify the response and direct that it be filed with the San Mateo County Superior Court.
3. Appoint an *ad hoc* committee to work with staff on the preparation of a response and return the matter to the Council's October meeting, while directing staff to advise the Superior Court that the Atherton response will be delayed.

Attachments:

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



**Office of the City Manager
Town of Atherton**

**91 Ashfield Road
Atherton, California 94027
Phone: (650) 752-0500
Fax: (650) 614-1212**

September 17, 2009

Honorable George A. Miram
Judge of the Superior Court
Hall of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655

Re: Grand Jury Report: *Trashtalk: Rethinking Waste Management RFP Process by the South Bayside Waste Management Authority?*

Dear Judge Miram:

The Town of Atherton (the "Town") has received the above referenced report of the San Mateo County Civil Grand Jury dated Jul 10, 2009. The City Council reviewed the report and approved this response at its regular City Council meeting on September 16, 2009.

Grand Jury Findings.

- A. Findings 1 through 12 pertain to the SBWMA internal operations. The Town has conducted no independent investigation of these findings, and therefore neither agrees nor disagrees with these findings.
- B. The Town, as a signer of the SBWMA Joint Powers Agreement, agrees with Finding 13 that the JPA provides for the appointment of staff members, not elected officials, to the Board of Directors.

Grand Jury Recommendations.

- A. Recommendation No. 1 that the SBWMA meet and reconsider pending contracts in light of the information contained in the Grand Jury report is a recommendation to the SBWMA and not to the Town of Atherton.. Therefore, the Town of Atherton will not be implementing this recommendation.
- B. Recommendation No. 2 concerning future Requests for Proposal processes is directed to the SBWMA and not the Town of Atherton. Therefore, the Town of Atherton will not be implementing this recommendation.
- C. Recommendation No. 3 that the JPA be amended to include elected officials from member agencies, requires action by a super-majority of the member agencies.

The Town of Atherton will undertake further investigation of the advantages and feasibility of this recommendation, in consultation with other member agencies, a process which will be completed within six months.

Sincerely,

Jerry Carlson
Mayor

Council Reports – Elizabeth Lewis August 19 – September 16, 2009

September 14 – Closed session Council meeting with labor negotiator – 2 hours

September 8 – Transportation Committee Meeting.

September 3 – Met with City Manager Gruber and Staff regarding Fall issue of Athertonian.

September 2 – EPC meeting – Voted to bring to Council the recommendation that we participate in Acterra's high energy efficiency program with a resolution for September 16 meeting. Discussed collaborative partnership with the San Mateo County EECBG and potential grant monies to fund home energy audits. Discussed the SBWMA collection services contract with suggested recommendations to council regarding rear yard service levels, fees and general collection service levels. Discussed the Green Building Ordinance and recommendations to General Plan and Council. Discussed changes in the C&D Ordinance with regards to deconstruction on weekends. Discussed water conservation ideas.

September 2 – General Plan Committee Meeting – Attended as the Alternate Committee Member for Council Member Dobbie who was unable to attend. The main topic of discussion was regarding proposed Green Building Ordinance; pros and cons and direction to staff on how to proceed.

September 1 – Met with City Manager Gruber and Councilmember Dobbie to continue discussions on Management Agreement for City Manager. One issue still outstanding and all other points have been agreed upon.

August 28 – Met with City Manager Gruber and Staff regarding Fall issue of Athertonian.

August 27 – Met with Steve Toben, Vice Mayor Town of Portola Valley and David Burrow, Council Member Town of Woodside regarding airport noise.

As members of the San Francisco Airport Community Roundtable Committee and in response to resident complaints about excessive airplane noise, we drafted a request for an agenda item to be placed on the October 7, 2009 meeting addressing the following:

1. Any changes in flight paths over South San Mateo County
2. Any changes in procedures impacting aircraft noise over South San Mateo County.
3. Explanation of median arrival altitudes well below the 8000' target.
4. Plans to address any lack of compliance with established procedures.

August 25 – Met with residents on Walsh road at their request regarding status of a letter written by Mayor on May 20, 2009 requesting new maps and overlays of potential flooding should there be a breach of the dam.

Followed up with the Mayor the next day and City Clerk who reported back with copies of letter and follow-up from the County.

August 17 – Attended special Planning Commission meeting on the Housing Element.

September 2009 Council Report – Council Member Marsala

1. Enviromental Programs Committee-

Please see attached agenda from the committee meeting.

Highlight of meeting was:

- A. Possible grants to improve energy efficiency of homes in Atherton.
- B. Recommendation to General Plan on Green Building Guidelines.
- C. Improvements to Construction and Demolition ordinance.

2. Blue Ribbon Task Force- Reviewed 60 page draft report for presentation to council. Four to five issues remain.

One major issue is if there is any funds in the 406 Capital Improvement Fund from Resolution 00-13? - which called for placing \$200,000 a year starting at June 2001 for the Building Departments share of a new building. Council has asked NBS to report on Building Dept surpluses during 2001-2009. This will affect financing options.

Another is confirming total space needed.

September 2009 Council Report – Mayor Carlson

Attended a badge pinning ceremony for two new firemen and a promotion to Captain at the Menlo Park Fire Department.

Attended Congresswoman Eshoo's Town Meeting re High Speed Rail in Menlo Park. Newspapers have already covered the event.

Finance Committee meeting

Proposed a special meeting of the Council to hear from investment managers. Scheduled for Sept. 23rd. Discussed some process matters such as using pie charts to graphically portray certain financial information; certain invoices that are not being given to finance dept. in a timely manner; and needing prior approval for cost overruns by consultants. Reviewed status of business license refunds.

Aug. 28 Peninsula Cities Consortium meeting.

Teach-in session for the public at Cubberly Community Center, Palo Alto on Sept. 12th from 9:00am to 3:00pm. Various speakers covering all aspects of High Speed Rail along the Caltrain corridor. PCC's board meetings, beginning Sept. 11th will be held, every other week, in Burlingame's Council chambers from 8:45-10:15am. for the next three months.

General Plan Committee – reviewed Environmental Committee recommendations for Green Building ordinance. Sent back to committee with instructions to keep requirements simple; develop goals or measures of success; mandatory yet simple requirements.

Attended the California High Speed Rail Authorities board meeting in Sacramento.

Evidence of concerns among some board members re the Peninsula's opposition/concerns with the use of the Caltrain corridor. Board will make a decision on Sept. 23rd re whether the San Jose to San Francisco segment will be included in its request for Track 2 (HSR) stimulus funds. Decision on hiring a PR firm for \$9 million was deferred due to unfavorable press concerning potential conflict of interest. A financing workshop followed the board meeting discussing alternative ways to raise the \$33.6 billion for construction costs as estimated in the 2008 Business Plan. A Senate committee has called for a new more complete Business Plan be provided by year end in order for the Authority to receive additional funding. The new construction cost estimate is expected to be at least \$45 billion. The board made it very clear that local financing will have to provide significant funding for stations (Palo Alto or Redwood City). It appears that to complete the California HSR project the Federal Government will need to put up billions more in grants, loans and guarantees.

Law Suit – CHSRA played down the significance of the judge's ruling in the law suit. Kopp indicated they had "won" on 15 out of 17 issues discussed in the judge's ruling. However, it appears the Program EIR has been "decertified" and the authority will have to redo parts of their EIR document. When they are completed they will have to reopen for public comment. Depending on how the public comments are answered may

serve as the basis for other potential law suits. It is quite probable that a few of the board members may be open to discussing other alternatives as a result of the Peninsula opposition. The plaintiff's attorney will file a Writ and proposed Court Order with the judge re how the law suit settlement should be implemented and the judge's final court order may have some influence on whether board members are willing to discuss alternatives.